

INVITATION FOR SEALED BIDS:
PROPOSED SALE OF UNIMPROVED REAL PROPERTIES

Properties Known as Tract 1, Wayside Street, Cornelia, Georgia

Date of Property Tour: February 12, 2020 at 4 p.m. to 5p.m.

Date of Bid Opening: February 20, 2020

Time of Bid Opening: 10:00 a.m.

Location of Bid Opening: Cornelia City Hall – Conference Room, 181 Larkin Street,
Cornelia, Georgia 30531

Bid Contact: Donald Anderson, City Manager
Cornelia City Hall
P.O. Box 785
181 Larkin Street
Cornelia, Georgia 30531
dee@corneliageorgia.org

I. Bidder's Instructions

In accordance with O.C.G.A. § 36-37-6(a), the City of Cornelia, Georgia (the "City") invites members of the general public to submit sealed bids for the purchase of City-owned real property located at Wayside Street, Cornelia, Georgia (the "Property").

A. Description of Properties to be Sold:

a) TRACT 1 is an unimproved lot located directly on Wayside Street in the City of Cornelia and is approximately 0.372 acres, more or less. The property is identified as Tract 1 on a survey prepared for the City of Cornelia by Russell L. Cheek, RLS, dated March 29, 2019, revised July 23, 2019 and filed among Habersham County Superior Court records at Plat Book 00109, Page 00070. The property is zoned R1-A, Single Family Residential District.

b) TRACT 3 is an unimproved lot located on Wayside Street in the City of Cornelia with access by easement through TRACT 1 to Wayside Street and is 0.764 acres, more or less. The property is identified as Tract 3 on a survey prepared for the City of Cornelia by Russell L. Cheek, RLS, dated March 29, 2019, revised July 23, 2019 and filed among Habersham County Superior Court records at Plat Book 00109, Page 00070. The property is zoned R1-A, Single Family Residential District.

THESE LOTS ARE BEING SOLD SEPARATELY AND INDIVIDUAL BIDS ARE REQUIRED FOR EACH PROPERTY. ANY BID FOR BOTH PROPERTIES MADE BY A SINGLE INDIVIDUAL BID WILL BE REJECTED AS NON-CONFORMING.

B. General Information

- i. This invitation for sealed bids and supporting documents are available at the Cornelia City Hall, 181 Larkin Street, Cornelia, Georgia 30531.
- ii. Inquiries regarding bid requirements shall be directed in writing to:

Donald Anderson, City Manager
P.O. Box 785
181 Larkin Street
Cornelia, Georgia 30531
(706) 778-8585
dee@corneliageorgia.org

C. Terms and Conditions Applicable to Sale

i. The Property is being offered and will be sold "as is," "where is" and "with all faults" and will be conveyed by Quitclaim Deed only. Further, the Property will be sold under the terms and conditions of a Real Estate Sales Contract executed by the City and the successful bidder. Said Contract shall contain covenants and obligations that may survive the execution and delivery of the Quitclaim Deed and the closing of the Property and that impose the following requirements upon the Property:

- a. Plans for the use of property post-sale;
- b. Plans for the property that indicate ingress and egress;

ii. At the time of the submission of the offer, the Bidder must submit earnest money in certified funds made payable to the City in the amount of 10 percent of the bid amount. (The earnest money of all unsuccessful bidders shall be returned immediately upon the completion of the bid evaluation and acceptance by the City).

iii. At the time of the 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.

iv. Any and all due diligence and property inspections must be completed before the date of the bid opening as no provision is made for a due diligence period once bids have been opened.

v. Funds shall be collected from the successful Bidder at the closing in the form of a cashier's check, wire transfer or bank-issued certified check.

vi. All closing costs, including the City'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 the transaction is an all-cash sale.

D. Property Tour

While any bidder is free to view the property at any time with notice to the City, the City will host a property tour from 4:00 p.m. until 5:00 p.m. on February 12, 2020. The tour is the opportunity for bidders to walk the Property. A representative of the City will be on hand to discuss the bid process and required documents and to answer questions concerning the Property. Note, however, that verbal responses to questions posed during the property inspection shall not bind the City. Written questions must be submitted per paragraph 5 below. The official position of the City shall only be reflected in this Invitation for Sealed Bids and in any written addenda thereto.

E. Questions and Answers

Any questions regarding the bid documents or the bid process that are not answered in the Invitation for Sealed Bids shall be directed in writing to the City Manager no later than 12:00 p.m. on February 7, 2020. Inquiries may be mailed, hand delivered, or e- mailed to the Bid Contact listed on the cover page of this solicitation. Telephone inquiries will not be accepted. The City's answers to duly initiated inquiries will be posted on the City's website (www.riverdalega.gov). Bidders should check the City's website before preparing a bid. No verbal response will bind the City. Only the City's written communications (the Invitation for Sealed Bids and Answers to Bid Inquiries) constitute an official response.

F. Preparation and Submission of Bids

Bidders should submit one (1) original bid and it must be submitted in accordance with the following instructions:

i. Include in the bid:

- a. Bid Schedule (must use the form attached)
- b. Real Estate Sales Contract (must use the form attached)
- c. Non-collusion Affidavit (must use the form attached)
- d. Proof of Funds
- e. Earnest Money Deposit
- f. Evidence of Authority to sign (when applicable)

ii. Documents shall be signed and dated in blue ink. All blank spaces must be typed or handwritten in blue ink. All dollar amounts must be in both words and figures. In the event of a discrepancy, bid amounts written in words shall prevail over the amount written in figures. Any corrections to any entry must be lined out and initialed by the Bidder. The use of correction tape or fluids is prohibited.

iii. In cases where 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 of all participants in the joint venture, consortium, association or partnership shall be attached to the Bid submittal, together with either (i) a copy of LLC certification of organization and operating agreement or resolution showing the signer's authority to sign and bind the Bidder, or (ii) a copy of the certificate of incorporation of the corporate Bidder and a corporate resolution designating officers with authority to sign and bind such corporate Bidder.

iv. Bids must be sealed and clearly marked with the Bidder's name and address and the following identification:

a) FOR TRACT 1 - WAYSIDE STREET: "Sealed Bid for Proposed Sale of Real Property: TRACT 1 – Wayside Street."

b) FOR TRACT 3- WAYSIDE STREET: "Sealed Bid for Proposed Sale of Real Property: TRACT 3 - Wayside Street"

v. Bids shall be addressed and delivered to:

Donald Anderson, City Manager
Attn: Sealed Bids
P.O. Box 785
Cornelia, Georgia 30531

G. Withdrawal of Bids

Bids may not be withdrawn once they have been received and opened by the City.

H. Bid Opening

Bids shall be opened publically at 10:00 a.m. on February 20, 2020 at the location identified on the coverage page of this Invitation for Sealed Bids. The name of each Bidder and the amount of each bid shall be read aloud. Any bid received after 10:00 a.m. on February 20, 2020 shall not be considered. Bids must be mailed or delivered to the City Manager's Office. Bids submitted by fax or email will not be accepted. It shall be the sole responsibility of the bidder to have his/her bid delivered to the City Manager's Office on or before the stated date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Manager's Office. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return to the bidder upon his/her request and at his/her expense.

I. Right to Reject Bids

The City reserves the right to reject any and all bids and to 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 City to be non-responsive to the Invitation for Sealed Bids.

J. Applicable Law

All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City shall apply.

K. Basis of Award

The award shall be made in accordance with the provisions of the Invitation for Sealed Bids. The award shall be made to the most responsive and responsible bidder. The City reserves the right to take into consideration whether the price offered is equal to or greater than the Fair Market Value as determined by the City's appraisal. All bids shall be rejected if they are deemed in the judgment of the City to be non-responsive to the Invitation for Sealed Bids.

i. For purposes of this paragraph, a "responsive bidder" is a bidder who has submitted evidence that satisfies the City that he/she has the capacity to complete the purchase of the Property.

ii. For purposes of this paragraph, a "responsible bidder" is a bidder who has submitted a complete bid that includes all documents as set forth herein, without irregularities, exclusions, special conditions or alternatives unless specifically requested in the Invitation for Sealed Bids.

L. Return of Earnest Money to Unsuccessful Bidders

Upon completion of the bid evaluation by the City Manager and acceptance of his recommendation by the Mayor and Council, all bidders shall be notified that a successful bidder has been selected. At that time, return of earnest money shall be made to all unsuccessful bidders by certified mail.

M. Notice of Award and Closing

Upon completion of the bid evaluation by the City Manager and acceptance of his recommendation by the Mayor and Commission, the City shall send the successful bidder a Notice of Award and request the preparation of a Quitclaim Deed by the closing attorney.

After the Quitclaim Deed has been prepared, it will be presented along with the Purchase Contract to the Mayor for execution. At that time, the City will direct the closing attorney to provide instructions to the successful bidder in all matters related to the closing, including time and date of the closing and the type and amount of funds to be collected at the closing, if necessary. Upon the completion of the transaction, the City will distribute any documents and cause the deed to be recorded in the office of the Superior Court Clerk for Habersham County.

N. The City's Rights upon Failure of Successful Bidder to Close

If a closing is necessary, in accordance with the terms set forth in this Invitation for Sealed Bids under this subdivision, the City shall, as may be 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 calendar days of the Notice of Award, i.e., render full payment of the consideration upon which the bid was awarded, such failure shall be construed as a refusal to pay the consideration due the City under the terms of the Real Estate Sales Contract and Invitation for Sealed Bids and as a refusal to accept the City's deed. The City 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 City is successful in enforcing its right to specific performance, the City may demand that the successful bidder pay the City's reasonable attorney's fees incident thereto.

O. Successful Bidder's Rights upon Failure of City to Close

Subject to the City's rights to reject any and all bids, the City shall tender a duly executed Quitclaim Deed conveying the land or interest in the Property offered by it for sale within 120 calendar days after Notice of Award to the successful bidder. Failure by the City to close and

deliver such Quitclaim 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 City Manager. Upon receipt of such written notice of refusal, the City shall cancel the transaction and return all earnest money to the successful bidder. Neither the City nor the successful bidder shall be liable to any party in any respect as a result of such refusal to close the transaction under this circumstance.

P. 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. In such event, the Quitclaim Deed will be delivered upon the full 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 capped only for an all cash sale.

I. Exhibits

Remainder of page intentionally blank.

Exhibit 1 - Bid Schedule

Sealed Bid for Proposed Sale of Real Property: **TRACT 1- WAYSIDE STREET, Cornelia, Georgia 30531**

Bidder's Name or Legal Business Name:

My Bid to Purchase this property is \$ _____ (in numbers).

\$ _____ (in words).

Enclosed is my earnest money deposit in certified funds in the amount of \$ _____, which is equal to 10% of my bid amount.

In submitting this bid, the bidder acknowledges the following:

- Sale of the above-referenced property will be to the highest responsive and responsible bidder. The City reserves the right to consider whether the price offered is equal to or greater than such property's Fair Market Value as determined by the City of Cornelia's appraisal of such property.
- Bids may not be withdrawn once they have been received and opened by the City of Cornelia.
- The above-referenced property is being sold "as is" "where is" and "with all faults" and will be conveyed by Quitclaim Deed only.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to the City of Cornelia in the amount of 10% of the 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 a 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 certified check.
- All closing costs, including the City of Cornelia's closing attorney's fees shall be borne by the Bidder and shall be paid at closing, if required.
- Successful Bidder must close on the above-referenced property in accordance with the terms and conditions of the Real Estate Sales Contract and the Invitation for Sealed Bids.
- The Real Estate Sales Contract shall contain covenants and obligations that shall survive the execution of the Quitclaim Deed and the closing of the above-referenced property and that impose certain requirements upon the Bidder's use of such property.

Bidder's Address: _____

Phone Number: _____ Email Address: _____

Bidder's Title (if appropriate): _____

Bidder's Signature: _____

Date: _____

Exhibit 2 - Real Estate Sales Contract

Sealed Bid for Proposed Sale of Real Property: TRACT 1, Wayside Street, Cornelia, Georgia 30531

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 in Land Lot 149 of the 10th Land District of Habersham County, Georgia, in the City of Cornelia, containing 0.372 acres, more or less, consisting of Tract 1 according to plat of survey for City of Cornelia by Russell L. Cheek, RLS, dated March 29, 2019, revised July 23, 2019, filed among Habersham County Plat Records at Plat Book 70, Page 109 which is more specifically described as follows:

TRACT 1:

Beginning at the centerline of the intersection of Wayside Street and Hendricks Street running S 54°55'54" W 260.93 feet to an iron pin found which is the POINT OF BEGINNING; running thence S 29°38'58" E 149.15 feet to an iron pin found; thence S 29°38'58" E 10.20 feet to an iron pin set; thence S 60°29'42" W 102.24 feet to an iron pin set; thence N 28°59'34" W 10.07 feet to an iron pin found; thence N 29°10'36" W 149.26 feet to an iron pin found rebar; thence N 60°28'59" E 100.90 feet which is the POINT OF BEGINNING.

Subject to a 20 foot ingress/egress driveway easement for purposes of access by Tract 3 of the above-referenced plat of survey

Also granted all easements recorded or unrecorded (collectively, the "Property").

2. The Purchase Price of the Property shall be _____ (\$ _____).

3. 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 City of Cornelia's closing attorney's fees.

4. Earnest Money. A good faith deposit of U.S. Dollars in certified funds in the amount of \$ _____ (10% of the 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: the City of Cornelia 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, the City of Cornelia 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, the City of Cornelia may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.

5. Seller will convey to Purchaser title to the Property by Quitclaim Deed.

6. 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.

7. Purchaser agrees to be bound by the following covenants, duties, and obligations:

- a. Plans for the use of property post-sale;
- b. Plans for the property that indicate ingress and egress;

8. 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.

9. Time is of the essence of this agreement. This agreement and all Terms, Conditions and provisions of the Invitation for Sale by Sealed Bid constitute 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.

10. Real estate taxes and assessments for the Property shall be prorated as of midnight of the date immediately preceding the date of closing.

11. This transaction shall be closed by a law firm selected by the Purchaser.

12. This instrument shall be regarded as a binding contract upon execution by the City of Cornelia.

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.

(SIGNATURES CONTAINED ON NEXT PAGE)

FOR SELLER: CITY OF CORNELIA, GEORGIA

By: _____
John Borrow, Mayor

ATTEST:

_____ (SEAL)
Janie Henderson, City Clerk

PURCHASER

_____ Print Name Here

_____ Signature

_____ Street Address

_____ City/State/Zip Code

_____ Telephone Number

_____ Email Address

_____ Date of Execution

Exhibit 3 - Non-Collusion Affidavit of Bidder/Offeror

STATE OF GEORGIA
COUNTY OF _____

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____, certify that, pursuant to the City of Cornelia's policies, this bid or proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid or proposal 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. § 36-91-21(d) and (e), it 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 proposal for offer for the property by any means whatsoever nor has Affiant caused or induced another to withdraw a bid or proposal for the property.

_____ (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: _____

My Commission Expires: _____

Note: If the Bidder/Offeror is a partnership, all of the partners and officers, agents, or other persons who have represented or acted on behalf of them in bidding or procuring the contract shall also make this oath. If the Bidder/Offeror is a corporation, all officers, agents or other persons who may have acted for or represented the corporation in bidding or procuring the contract shall also make this oath.

Exhibit 4 - Legal Description - TRACT 1 – WAYSIDE STREET

All that tract or parcel of land in Land Lot 149 of the 10th Land District of Habersham County, Georgia, in the City of Cornelia, containing 0.372 acres, more or less, consisting of Tract 1 according to plat of survey for City of Cornelia by Russell L. Cheek, RLS, dated March 29, 2019, revised July 23, 2019, filed among Habersham County Plat Records at Plat Book 70, Page 109 which is more specifically described as follows:

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Subject to a 20 foot ingress/egress driveway easement for purposes of access by Tract 3 of the above-referenced plat of survey

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