

**TERMS AND CONDITIONS OF SALE OF
SURPLUS REAL PROPERTY BY SEALED BIDS
BY LINCOLN COUNTY, TENNESSEE**

Lincoln County, Tennessee will receive sealed bids for the purchase of the following described real property located in the 8th Civil District of Lincoln County, Tennessee, bounded and described as follows:

Being all of Lot 1 in the Lincoln Triangle Subdivision Revision recorded in Plat Book 9; Page 143 in the Register's Office of Lincoln County being more particularly described as follows:

Commencing at a mag nail (set) 20' from the center of Davidson Street being the southeast corner of the property belonging to Lincoln County recorded in Deed Book B15; Page 859 in the Registers Office of Lincoln County; thence North 68 degrees 41 minutes 18 seconds East 190.41 feet to a ½" iron rod (set) being the TRUE POINT OF BEGINNING "Hoffman" RLS 2605, said iron rod also being the southwest corner of the tract herein described; thence with a new division line North 18 degrees 23 minutes 09 seconds West 92.93 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence North 22 degrees 25 minutes 15 seconds West 127.32 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605 being the northwest corner of the tract herein described; thence North 57 degrees 24 minutes 41 seconds East 38.55 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence North 18 degrees 18 minutes 18 seconds East 25.90 feet to mag nail (set); thence North 57 degrees 25 minutes 43 seconds East 88.94 feet to a mag nail (set) on the back of sidewalk being on the west right-of-way of Huntsville Hwy (right-of-way) varies and the northeast corner of the tract herein described; thence with the west right-of-way of said Huntsville Hwy South 32 degrees 21 minutes 53 seconds East 204.65 feet to a mag nail (set) at the back of sidewalk; thence with a curve turning to the right along an arc of 82.49', a radius of 49.53', with a chord bearing of South 14 degrees 09 minutes 53 seconds West, and a chord length of 73.29' to a ½" iron rod (set) capped "Hoffman" RLS 2605 being a point on the north right-of-way of Wilson Parkway (right-of-way) varies; thence with the north right of way of said Wilson Parkway South 61 degrees 38 minutes 23 seconds West 117.10 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence North 27 degrees 40 minutes 58 seconds West 13.61 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence South 59 degrees 46 minutes 34 seconds West 23.08 feet to the TRUE POINT OF BEGINNING containing .93 acres as per survey of Jonathan M. Hoffman, Registered Land Surveyor in the State of Tennessee, License #2605.

Easement

The above described property is granted a 30' ingress/egress easement being more particularly described as follows:

Commencing at a ½" iron rod (set) capped "Hoffman" RLS 2605 being the northwest corner of the above described tract; thence South 22 degrees 25 minutes 15 seconds East 11.82 feet to a point being the northeast corner of the easement herein described; thence with the east line of said easement South 22 degrees 25 minutes 15 seconds East 30.00 feet to a point being the southeast corner of the easement herein described; thence with the south line of said easement South 66 degrees 47 minutes 23 seconds

West 296.95 feet to a point being the southwest corner of the easement herein described, said point also being 20' from the center of Main Avenue South (40' right-of-way) and North 04 degrees 26 minutes 36 seconds East 16.18 feet to from a ½" iron rod (set) capped "Hoffman" RLS 2605 being a corner of the Lincoln County property; thence with the east right-of-way of said Main Avenue South North 04 degrees 25 minutes 05 seconds East 33.86 feet to a point being the northwest corner of the tract herein described; thence with the north line of said easement North 66 degrees 47 minutes 23 seconds East 281.66 feet to the TRUE POINT OF BEGINNING containing .20 acres as per survey of Jonathan M. Hoffman, Registered Land Surveyor in the State of Tennessee, License #2605.

(hereinafter "the Real Property").

Sealed bids will be received by the Lincoln County Finance Department by its Finance Director until 10 o'clock, A.M., on the 1st day of September, 2016, at which time and place the sealed bids will be publicly opened by the County Mayor and County Finance Director. Any bids sent by mail or courier should be directed to the attention of Cole Bradford, Lincoln County Finance Director, Room B104, 112 Main Ave. S., Fayetteville, TN 37334.

A MINIMUM BID OF \$1,200,000.00 IS REQUIRED. No bids under this amount will be considered.

A land survey plat of the Real Property and the required Contract of Sale of the Real Property ("Contract") may be examined at the office of the Finance Director or on-line at www.lincolncountytn.gov.

Lincoln County requires a "good faith" deposit (hereinafter "Good Faith Deposit") in the form of a bank cashier's check payable to Lincoln Medical Center in the amount of ten (10%) of the bid. This deposit must be received by the Lincoln County Finance Department with the bid. No bid without the Good Faith Deposit will be considered. The check is required as a guarantee that, if the bid is accepted, the Contract will be entered into and the performance of it will be properly secured. Should the bidder fail to enter into the Contract or fail to perform its obligations under the Contract, then the Good Faith Deposit shall be forfeited as liquidated damages, it being agreed and stipulated that the measure of damages to Lincoln County, Tennessee for such failure is difficult to measure and the bidder by submitting a bid desires to liquidate the amount of damages. Any Good Faith Deposit checks will be returned to the unsuccessful bidders upon acceptance of the winning bid by Lincoln County, Tennessee other than the check from the winning bidder which check shall be applied toward the purchase price. The Contract must be signed by the bidder with the winning bid within five (5) days from the date of the bid opening.

The real property will be sold AS IS and without any stated or implied warranty as to the condition of Real Property or the condition of the title to the Real Property. It will be the responsibility of the bidder to verify and satisfy such bidder as to the state of the title to the Real Property, any applicable building and zoning codes and requirements, and the condition of the Real Property including but not limited to the location and accessibility of utilities and the requirements of the Tennessee Department of Transportation as to access to the roadways bordering the Real Property. By way of representation, this site was formerly a motel with the building foundations and swimming pool possibly not having been

removed. Bidders are strongly encouraged to research all facets of the Real Property before submitting a bid. Information on the Real Property is available from the City of Fayetteville Planning and Zoning Office, Lincoln County Tax Assessor's Office, (tax history & maps) and the Lincoln County Register of Deed's Office, (title search), as well as other sources. Any information is intended to provide general information only and should not be relied upon as legal advice. Consult an attorney regarding legal questions and/or any laws of the State of Tennessee governing the sale of real property.

A physical inspection of the Real Property may be made by any interested bidder prior to the time for the submission of sealed bids by contacting and making arrangements for such inspection with Lincoln County Finance Director Cole Bradford at (931) 438-1565; however, any physical inspection shall not damage the Real Property with the person or firm making such physical inspection being responsible for repairing or restoring the Real Property to its condition prior to such inspection.

By submitting a bid on the Real Property, each bidder attests to the following:

1. The bidder is satisfied as to the condition of and title to the Real Property;
2. The bidder is familiar with these Terms and Conditions and consents to the terms and conditions contained herein;
3. The bidder is familiar with the Contract, and if the winning bidder will execute the same and abide by its terms and conditions.
4. Bidder is of the legal age (18 years old) to submit a bid.

Lincoln County, Tennessee reserves the right to waive informalities and the right, at its absolute discretion, to reject any and all bids considered as not in its best interest. Lincoln County also reserves the right to withdraw the Real Property from bidding at any time – including during, or after the bidding process.

Lincoln County reserves the right, at its absolute discretion, to rescind an award when Lincoln County determines that such award was made in error.

The measure of Lincoln County's liability, in any case where liability of Lincoln County to the bidder has been established, shall not exceed refund of such portion of the purchase price as received by Lincoln County, Tennessee.

The winning bidder will have until September 29, 2016 to close the purchase of the Real Property. Failure to close within the specified time without prior written approval by Lincoln County, may, at the option of Lincoln County, void any agreement between Lincoln County and the winning bidder and the Good Faith Deposit will be forfeited.

Property will be conveyed by Special Warranty Deed. The conveyance is subject to any and all existing easements, sanitary sewer, including utility or other easement, whether or not recorded as a public record.

No bidder or his spouse can be an employee or hold any public office with Lincoln County.

These Terms and Conditions may change at any time without notification.

William R. Newman, County Mayor of Lincoln County, Tennessee

Date: June ____, 2016.

BID FORM FOR PURCHASE OF SURPLUS REAL PROPERTY

To: Lincoln County, Tennessee

In compliance with the Notice of Sale of Surplus Real Property By Sealed Bids By Lincoln County, Tennessee dated June ____, 2016 (“Notice”) and the Terms and Conditions of the Sale of Surplus Real Property By Sealed Bids By Lincoln County, Tennessee dated June ____, 2016 (“Terms and Conditions”), which real property is described in Plat Book 9, page 143 in the Register’s Office of Lincoln County, Tennessee (“the Real Property”) , the undersigned, proposes and agrees as follows:

1. The undersigned, being satisfied as to the condition of and title to the Real Property, consenting to the Terms and Conditions and consenting to the provisions and desiring to enter into the Contract of Sale of the Real Property (“Contract”), and in accordance with the provisions of the above-mentioned documents, and being of legal age, offers to purchase the Real Property for the sum of:

BID AMOUNT _____ (\$ _____)
(this amount can be no less than \$1,200,000.00 which is the minimum bid)

and agrees to execute the Contract within five (5) days of the date of bid opening if the winning bidder.

2. In submitting the bid, it is understood that the right is reserved by the Lincoln County, Tennessee to reject any and all bids.
3. A “good faith” deposit in the form of a bank cashier’s check payable to Lincoln Medical Center in the amount of ten (10%) of the bid is attached.
4. Bidder certifies that no officer, commissioner or employee of Lincoln County, Tennessee shall benefit directly or indirectly from this bid, the contract or otherwise from the purchase of the real property.
5. A non-collusive affidavit of the bidder is attached to this bid.
6. This sheet is to be returned in a sealed envelope marked: “Bid on Surplus Real Property”.

Bids should be addressed to: Cole Bradford, Lincoln County Finance Director,
Room B104, 112 Main Ave. S., Fayetteville, TN 37334

Dated: _____ [date of bid]

_____ [Name of bidder]

_____ *[Signature of bidder]*

_____ *[Title of bidder]*

_____ *[Street Address of bidder]*

_____ *[City, State and Zip Code of bidder]*

_____ *[Telephone number of bidder]*

_____ *[email address]*

NONCOLLUSION AFFIDAVIT

State of _____ *[name of state]*

County of _____ *[name of county]*

_____ *[Name of individual signing affidavit]*, of lawful age, being first duly sworn according to law, deposes and says the following:

1. He is the bidder or the officer or agent authorized by the bidder to submit the attached bid for the purchase of real property of Lincoln County, Tennessee as described in Plat Book 9, page 143 in the Register's Office of Lincoln County, Tennessee.
2. The bidder has not been convicted or found liable for any act prohibited by state or federal laws in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
3. The bidder understands that if the bidder has been convicted or found liable as aforesaid, the Lincoln County, Tennessee is prohibited from accepting a bid from or awarding a contract to the bidder.
4. The bidder has not been a party to any collusion among bidders on such real property in restraint or freedom of competition by agreement to bid at fixed price or to refrain from bidding.
5. The bidder has not been a party to any collusion with any governmental official or employee as to any terms of the prospective contract or with respect to any discussions between the bidder and any governmental official concerning exchange of money or other things of value for special consideration in the letting of a contract.
6. The foregoing statements are accurate with respect to the bidder and its current or previous officers and employees.
7. The foregoing statements are true and correct to the best of the affiant's knowledge, information and belief.

Affiant

Sworn to and subscribed before me, a Notary Public, on this the ____ day of _____, 2016.

_____ *[Signature of notary public]*

Notary Public

SEAL

My Commission Expires: _____ *[expiration date]*