

**TERMS AND CONDITIONS OF SALE OF  
SURPLUS REAL PROPERTY BY SEALED BIDS  
BY LINCOLN COUNTY BOARD OF EDUCATION**

Lincoln County Board of Education ("LCBE") will receive sealed bids for the sale of the following described real property located in the 18<sup>th</sup> Civil District of Lincoln County, Tennessee, bounded and described as follows:

TRACT I: Tax Map 143, Parcel 46

Parcel One:

Beginning at an iron pin in the north edge of Tennessee Highway No. 110, same being 25 feet north of the centerline of said highway, and being Luna's corner, also being the southeast corner of tract herein described; thence along the north edge of Tennessee Highway No. 110, South 67\* 20' West, 161.38 feet to an iron pin in the north edge of Tennessee Highway No. 110, same being 25 feet north of the centerline of said highway, and being Blanche High School property's southeast corner, also being the southwest corner of tract herein described; thence leaving Tennessee Highway No. 110, along Blanche High School property's east line, North 8\* 26' West, 333.21 feet to an iron pin, same being Blanche High School property's northeast corner; thence along Blanche High School property's north line, North 89\* 01' West, 585.0 feet to an iron pin in Blanche Cemetery's east line; thence along Blanche Cemetery's east line, North 14\* 01' West, 49.40 feet to an iron pin, same being Billings' southwest corner, and being the northwest corner of tract herein described; thence along Billings' south line, North 89\* 00' East, 804.56 feet to an iron pin in Luna's west line, same being Billings' southeast corner, and being the northeast corner of tract herein described; thence along Luna's west line, South 2\* 07' West, 341.91 feet to the beginning, containing 2.52 acres, more or less, as per survey of James V. Beyer, Surveyor, September 15, 1971.

SOURCE OF TITLE: Deed Book B-8, page 413 in Register's Office of Lincoln County, Tennessee.

Parcel Two

Beginning at a point in the center of the Fort Hampton Road and being the corner of Clardy and Reynolds, and running thence with said road north 63 degrees east 32.6 poles to a stake in said road, thence north ½ degree east 21.7 poles to a stake thence west 35 ½ poles to a stake near the S.E. corner of Blanche cemetery, thence south 9 ½ degrees east 37 poles to the beginning, and containing 6 acres by survey of A.W. Hancock. In addition to the above described 6 acres of land, and for the above consideration we hereby transfer the use of a certain spring on our premises and north of said lot, hereby transferred, and the right of way to said spring from said lot for the purpose of laying a water pipe line to said School lot and sewer pipe line from a septic tank on said school lot to a gully, said Board of Education agreeing to install sewer system in such way as to keep down foul odors. It is expressly understood that the said L.O. Reynolds shall have the right to connect with said water pipe line to secure water for his dwelling and for other purposes which shall not interfere with the water for the school.

SOURCE OF TITLE: Deed Book A-5, page 177 in Register's Office of Lincoln County, Tennessee.

TRACT II: Tax Map 143, Parcel 44

Beginning at an iron pin on the north margin (25 feet from centerline) of Tennessee Highway 110, said beginning point being 170.5 feet west of the centerline of Blanche Road, the southwest corner of Glass' property and the southeast corner of tract here described; thence along the north margin of said Highway 110, South 87\* 42' West, 273.21 feet to an iron pin in the ditch; thence continuing along the north margin of said Highway 110, South 83\* 11' West 152.95 feet to an iron pin located 25 feet from centerline of Highway, same being the southeast corner of Lincoln County School Board's property (Blanche School) and the southwest corner of tract here described; thence along the east boundary of School Board's property, North 3\* 41' East, 640.02 feet to an iron pin at the corner of a hedge row, the northwest corner of tract here described; thence South 88\* 31' East, 357.96 feet to an iron pin at a fence post, the northwest corner of Griffin's property and the northeast corner of tract here described; thence along Griffin's west line, South 1\* 44' East, 353.30 feet to an iron pin at a fence post, the southwest corner of Griffin's property; thence along Griffin's south line, South 85\* 16' East, 53.74 feet to an iron pin, the northwest corner of Glass' property; thence South 8\* 59' West, along Glass' west line, 245.73 feet

to the beginning, containing 5.65 acres, more or less. This all according to survey and plat of J. V. Beyer, Surveyor, TRLS #239 dated May 30, 1978, all bearings being referenced to magnetic north.

SOURCE OF TITLE: Deed Book B-9, page 145 in Register's Office of Lincoln County, Tennessee.

(hereinafter "the Real Property").

LCBE expressly reserves the real property on which is located the football field and field house and the right to conduct school sporting events including participant and spectator parking in this area for a period of two years from the date of the deed; and at the end of two years, the right to and easement to remove within a reasonable amount of time all lights, poles, transformers, equipment, scoreboard and any other removable property in the area utilized as the football field.

Sealed bids will be received by the Lincoln County Finance Department by its Finance Director until 10 o'clock, A.M., on the 20<sup>th</sup> day of October, 2022, at which time and place the sealed bids will be publicly opened by the County Finance Director and School Director. Any bids sent by mail or courier should be directed to the attention of Vicky Trentham, Lincoln County Finance Director, 206 E. Davidson St., Fayetteville, TN 37334.

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](http://www.lincolncountytn.gov).

LCBE requires a "good faith" deposit (hereinafter "Good Faith Deposit") in the form of a bank cashier's check payable to LCBE 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 LCBE 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 access to the roadways bordering the Real Property. 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 Lincoln County Planning and Zoning Office (zoning information), 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 Ricky Bryant, Maintenance & Facilities Supervisor, email [rbryant@lcdoe.org](mailto:rbryant@lcdoe.org), telephone 931-433-1486 ; 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.

**Bids will be accepted on Tract One (both Parcel One and Parcel Two) and Tract Two separately and on Tract One (both Parcel One and Parcel Two) and Tract Two jointly. Bidders may bid on Tract One or Tract Two and are not required to bid on both tracts jointly. LCBE will consider the bid or bids that is most advantageous to LCBE.**

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.

LCBE 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. LCBE also reserves the right to withdraw the Real Property from bidding at any time – including during, or after the bidding process.

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

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

The winning bidder will have until \_\_\_\_\_ to close the purchase of the Real Property. Failure to close within the specified time without prior written approval by LCBE, may, at the option of LCBE, void any agreement between LCBE 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.

Dr. Bill Heath, Director of Schools of Lincoln County Board of Education

Date: \_\_\_\_\_, 2022.

**BID FORM FOR PURCHASE OF SURPLUS REAL PROPERTY**

**To: Lincoln County Board of Education**

In compliance with the Notice of Sale of Surplus Real Property By Sealed Bids By Lincoln County Board of Education dated \_\_\_\_\_ (“Notice”) and the Terms and Conditions of the Sale of Surplus Real Property By Sealed Bids By Lincoln County Board of Education dated \_\_\_\_\_ (“Terms and Conditions”), which real property is described as Ardmore Hwy; Tax Map 143, Parcel 046 and Map 143, Parcel 44 (“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:

Tax Map 143, Parcel 46 ONLY BID AMOUNT \_\_\_\_\_ (\$ \_\_\_\_\_)

Tax Map 143, Parcel 44 ONLY BID AMOUNT \_\_\_\_\_ (\$ \_\_\_\_\_)

Tax Map 143, Parcel 46 and 44 JOINT BID AMOUNT \_\_\_\_\_ (\$ \_\_\_\_\_)

and agrees to execute the Contract within five (5) days of the date of bid opening if the winning bidder. Lincoln County Board of Education will consider the bid or bids that are most advantageous to it.

- 2. In submitting the bid, it is understood that the right is reserved by the Lincoln County Board of Education to reject any and all bids.
- 3. A “good faith” deposit in the form of a bank cashier’s check payable to Lincoln County Board of Education in the amount of ten (10%) of the bid is attached.
- 4. Bidder certifies that no officer, commissioner or employee of Lincoln County Board of Education 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: Vicky Trentham, Lincoln County Finance Director,  
206 E. Davidson St., 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 Board of Education as described as Ardmore Hwy., Tax Map 143, Parcel 46 and Tax Map 143, Parcel 44.
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 Board of Education 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 \_\_\_\_\_, 2022.

\_\_\_\_\_ *[Signature of notary public]*  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_ *[expiration date]*