



Robertson County Tennessee
Jody Stewart, Finance Director
Finance Department
523 South Brown Street, Springfield, TN 37172
(615) 384-0202 Fax (615) 384-0237

POST DATE: **6/13/2018**

Sale of County Property, 2121 Woodland Street

Sealed bids must be received by: **6/29/2018 at 10:00 AM**

Robertson County Finance Office
523 South Brown Street
Springfield, TN 37172

THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1393 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Please be aware there is a minimum bid amount of \$150,000.00 (One hundred fifty thousand and no/100 dollars.) Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited.

For assistance with technical / product information or to make an appointment to view the property contact Joe Fort, Director, County Building & Grounds at (615)382-6140. For assistance with bid procedures contact Cheryl Moon, Robertson County Finance Office at (615) 384-0202 or by email: cmoon@robcofn.org.

Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

**This Instrument Prepared by:
Clyde W. Richert III
Richert & Dilliha, PLLC
Springfield, TN 37172**

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT OF SALE made and entered into by and between ROBERTSON COUNTY, TENNESSEE, hereinafter referred to as the Seller,
and _____ hereinafter referred to as the Buyer;

WITNESSETH:

1. EARNEST MONEY:

The Buyer herewith deposits with the Robertson County Finance Office the sum of \$1,000.00 as earnest money to constitute part payment of purchase price.

2. AGREEMENT OF SALE:

The Seller, in consideration of any earnest money deposited, and the mutual promises set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has this day sold, does hereby agree to convey by a good and valid special warranty deed to said Buyer, or to such person as Buyer may in writing direct, the following described real estate, with address of 2121 Woodland Street, Springfield, Tennessee.

See attached Exhibit "A" for the legal description of the Property

3. CONSIDERATION:

The buyer agrees to purchase the Seller's interest in said real estate, and to pay therefore the total sum of \$ _____ (\$ _____) with any earnest money paid by Buyer to be applied toward the purchase price at closing.

4. BUYER DUE DILLIGENCE:

The Buyer acknowledges that Buyer has received and reviewed carefully the bid package received from the County which included among other items the prior environmental work performed on the property by contractors obtained by the County and which also included a copy of this proposed Contract of Sale. The Buyer acknowledges the Buyer has made its own independent inspection of the property to Buyer's satisfaction. The Buyer acknowledges that Buyer is purchasing the property "AS IS" and "WHERE IS" and that the Seller makes no representation whatsoever as to the condition of the property or the uses to which that property may be put.

This conveyance will be made subject existing building restrictions and/or zoning ordinance of record and all other matters which may be applicable to the property.

5. PROPERTY TAXES:

To the extent there have been any property taxes assessed against the property those taxes for the year of closing shall be prorated between the parties as of the closing date. Any back property taxes already assessed, if any, will be paid by the Seller. The Buyer acknowledges that if the property has not already been taxed as owned by the County there may be a midyear assessment to be paid by the Buyer based upon the date of deed for the current year.

6. TITLE COSTS:

The parties agree that if the Buyer desires any owner's title insurance policy that will be the responsibility of the Buyer at Buyer's cost.

7. OTHER CLOSING COSTS:

Each party shall be responsible for their respective settlement-closing fee. The closing agent for the Seller will be Richert & Dilliha Title Services, Inc. The Seller will pay for the deed preparation fee. The Buyer shall be responsible for the cost of recording the deed and any mortgage documents together with all transfer taxes thereon.

8. CLOSING DATE:

The execution of this Contract by the Buyer is considered an offer to purchase the property in keeping with the advertisement for sale and other bid related documents. The parties acknowledge that the acceptance by the County of such offer is solely conditioned upon the approval of the Buyer as the successful bidder by the Robertson County and that such acceptance is in the sole discretion of the County. The closing of this transaction shall take place on or before Thirty (30) days from notice of final approval to Buyer and signature by Seller to this Contract, such closing to occur no later than 4:00 PM local time at the offices of the closing agent in Springfield, Tennessee and if that date is on a Saturday, Sunday or holiday, the closing is extended to the next business day. If not closed by said date and time, this contract shall expire, unless extended in writing by the parties.

9. BREACH OF CONTRACT BY BUYER:

If this Agreement be breached by Buyer, or the Buyer fails for any reason to complete the purchase of said property in accordance with the terms set forth above, the Buyer shall pay to the Seller any damages caused by said breach, including attorney's fees and costs. The earnest money herewith deposited by the Buyer may be applied to such damages, but this shall not preclude the Seller from suing for specific performance of this agreement or for damages, or both.

10. BREACH OF CONTRACT BY SELLER:

If this agreement is breached by Seller or if the Seller fails for any reason to complete sale of said property in accordance with the terms as set forth above, the Seller shall return the earnest money to Buyer and the return of such earnest money shall be the sole remedy for such breach.

11. MISCELLANEOUS:

A. It is expressly understood and agreed that this instrument contains the entire agreement between the parties and that, except as herein noted, there are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement. The terms of this contract may be modified or altered only in writing signed by all the parties hereto.

B. Should legal action become necessary to enforce this contract, the non-prevailing

party shall pay all reasonable attorney's fees and costs of prosecution of the case incurred by both parties.

C. There are no real estate commissions due.

D. The parties acknowledge that a fax copy or scanned and e-mailed copy of this contract and the signatures hereto are to be treated as and have the same force and effect as an original.

E. Possession of the property will be granted at closing.

F. Any Seller insurance on the property will be cancelled as of the closing date.

G. Clyde Richert serves as Attorney for the Seller. Should Buyer have any questions about this Contract on the sale process the Buyer acknowledges the opportunity to have consulted separate legal counsel.

H. Time is of the essence as to this contract and all of the conditions thereof.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their signatures on the date(s) indicated below.

SELLER:

ROBERTSON COUNTY, TENNESSEE

BY: _____
HOWARD R. BRADLEY, County Mayor

Date: _____

BUYER:

Date: _____

Tract No. 5: Lots 26, 27, 28, 29, 30 and so much of Lot No. 31 as is located on the east side of Park Street all of said lots and said part of lot 31; are in the B. H. Sory First Addition to the town of Springfield, which is shown and described in plat of said Addition which is filed in the Register's Office at Springfield, Tenn., in Deed Book 44, page 506, to which reference is here made, said lots as a whole fronting 190 feet on the west side of Woodland Street and running back between parallel lines 538 feet, more or less, to the east edge of Park Street and being bounded on the east and south by Woodland Street; on the west by Park Street and on the north by Mantlow, Canter and perhaps others.

Said Lot No. 26 was conveyed to Springfield, Tennessee more than 30 years ago by W. J. Mantlo, J. T. Jones and R. C. Verhine, School Directors of District No. 38, but the deed thereto has been mislaid or lost and was never filed for record but Springfield Tenn. has been in open, notorious and adverse possession of said lot for more than 30 years and acquired title thereto not only by delivery of said deed but also by the 20-year statute of adverse possession.

Said lot No. 27 was conveyed to Springfield, Tenn. by Henry Allison on April 17, 1926, by deed of record in Deed Book 83, page 474. Said lots 28, 29 and 30 were conveyed to Springfield, Tenn., on April 20, 1926, by B. H. Sory by deed of record in Deed Book 79, page 25.

Said lot No. 31 is a part and parcel of land conveyed to Springfield, Tennessee on April 19, 1926, by deed of record in Deed Book 79, page 27.

**Robertson County, Tennessee
NON-COLLUSION AFFIDAVIT**

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

Authorized Signature, Title (Owner/ Corporate Officer)

Date

Printed Name: _____

Company Name

Mailing Address

Telephone No.

Fax No.

Contact preferred email address: _____