

**FULTON COUNTY
DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE**

130 Peachtree Street, S.W., Suite 1168
Atlanta, GA 30303
Tel: (404) 612-5800



INVITATION TO BID TO SELL

**14F-0005-LL-113-2 and 14F-0033-LL-025-4
2605 Fairburn Road, Atlanta, GA 30331**

For

GENERAL SERVICES DEPARTMENT, LAND DIVISION

**BID DUE DATE AND TIME: Tuesday, September 20, 2011 @ 11:00 A.M.
BID ISSUANCE DATE: August 16, 2011
PROPERTY INSPECTION/OPEN HOUSE DATE: Tuesday, August 30, 2011
from 12:30 P.M. until 2:30 P.M. at 2605 Fairburn Road, Atlanta, GA 30331
PURCHASING CONTACT: Charles Leonard, Chief Assistant Purchasing
Agent, 404-612-5823
E-MAIL: charles.leonard@fultoncountyga.gov**

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, SW, SUITE 1168
ATLANTA, GA 30303**

TABLE OF CONTENTS

Section 1 - Instructions to Bidders

1. Description of Real Property
2. General Information
3. Terms and Conditions Applicable to the Sale
4. Property Inspection/Open House
5. Preparation and Submission of Bids
6. Withdrawal of Bids
7. Addenda and Interpretations
8. Required Submittals
9. No Contact Provision
10. Applicable Laws
11. Bid Opening
12. Right to Reject Bids
13. Determination of Successful Bidder
14. Basis of Award
15. Resolution and Closing
16. County's Right upon Failure of Successful Bidder to Close Transaction
17. Successful Bidder's Right upon Failure of the County to Close the Transaction

Section 2 – Exhibits

- Exhibit 1: Bid Schedule
- Exhibit 2: Non-Collusion Affidavit of Bidder/Offeror
- Exhibit 3: Legal Description
- Exhibit 4: Property Appraisal
- Exhibit 5: Sample Purchase Contract
- Exhibit 6: Photos (if applicable)

INVITATION FOR BID TO SALE
14F-0005-LL-113-2 and 14F-0033-LL-025-4
2605 Fairburn Road, Atlanta, GA 30331
FULTON COUNTY GOVERNMENT

SECTION 1 - INSTRUCTIONS TO BIDDERS

Fulton County Government ("County") invites sealed bids for the sale of County-owned real property located at **14F-0005-LL-113-2 and 14F-0033-LL-025-4, 2605 Fairburn Road, Atlanta, GA 30331**

1. DESCRIPTION OF THE REAL PROPERTY

The legal description of the property is attached as Exhibit _3_.

2. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County website, www.fultoncountyga.gov under "Bid Opportunities", "Property Sales".
- b. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting Charles Leonard, Chief Assistant Purchasing Agent, at (404) 612-5823 or e-mail charles.leonard@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department
Attn: Charles Leonard
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-5823
Fax: (404) 893-1730
Reference Bid # 14F-0005-LL-113-2 and 14F-0033-LL-025-4

3. TERMS AND CONDITIONS APPLICABLE TO THE SALE

- a. The property is being sold "as is" "where is" and "with all faults" to be transferred by a quit claim deed only.
- b. All closing costs shall be borne by the Bidder at closing.
- c. Funds shall be collected from the successful bidder in the form of cash, cashier's check, or bank issued check.
- d. 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.

4. PROPERTY INSPECTION/OPEN HOUSE

A Property Inspection/Open House of the real property will be held on Tuesday, August 30, 2011 from 12:30 P.M. until 2:30 P.M. at the property site, located at 2605 Fairburn Road, Atlanta, GA 30331. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the Property Inspection/Open House and will be***

addressed at the Property Inspection/Open House. Any additional questions asked at the Property Inspection/Open House must be submitted in written form and will be responded to in the form of an addendum with the County's official responses.

The Property Inspection/Open House will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, to provide an initial verbal, non-binding response to questions concerning these bid specifications and to discuss issues from the bidders' perspective. However, no verbal response provided at the property inspection/open house binds the County. Only the County written communications will be official.

All responses to written requests will be distributed as addenda. These addenda will be numbered consecutively and will be posted on the Fulton County website www.fultoncountyga.gov.

5. PREPARATION AND SUBMISSION OF BIDS

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND ONE (1) COPY** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent the price being offered by the Bidder. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to execute a Real Estate Sales Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:
 1. Bidder's Name/Company Name and Address.
 2. Bids shall be addressed to:

**Department of Purchasing & Contract Compliance
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303-3459**

**RE: 14F-0005-LL-113-2 and 14F-0033-LL-025-4, 2605 Fairburn Road,
Atlanta, GA 30331**

6. **WITHDRAWAL OF BIDS:** All bids shall become irrevocable when the bids have been received and opened by the County.
7. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the bid documents, appraisals or other documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Charles Leonard no later than 5:00 PM, Monday, September 12, 2011. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions by the County will be in the form of written Addenda to the specifications to this Invitation to Bid.

8. REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Schedule
2. Non-Collusion Affidavit

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

9. NO CONTACT PROVISION

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the issuance of the Notice of Award by the Purchasing Agent, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

10. APPLICABLE LAWS: All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

11. BID OPENING: Bids will be opened in public and the name of each bidder and the amount of each bid shall be read aloud at 11:05 a.m. on the stated due date in the Purchasing Bid Room of the Department of Purchasing & Contract Compliance, 130 Peachtree Street, SW, Suite 1168, Atlanta, Georgia 30303-3459.

12. RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and cancel the sale at any time prior to closing.

13. DETERMINATION OF SUCCESSFUL BIDDER: Fulton County desires to complete this work in a timely manner. The real property will be awarded to the highest responsive, responsible bidder(s), provided that the price offered by such bidder is acceptable to the Land Administrator, with the concurrence of the County Manager, based upon the appraised fair market value.

- 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she has the capacity to complete the purchase of the property.
- 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form and all Addenda without irregularities, excisions, special conditions, or alternative bids unless specifically requested in the Bid form and do not submit a Bid less than the Fair Market Value as set forth in the appraisal.

14. BASIS OF AWARD: The award shall be made in accordance with the provisions of the invitation for sale by sealed bid and as approved by the Board of Commissioners prior to public offering. If awarded, such award will be awarded to the highest responsible bidder, provided that the price offered by such bidder is equal to or greater than the Fair Market Value as set forth in the appraisal. The successful bidder will be required to execute a Real Estate Sales Contract in accordance with the provisions set forth in the invitation to sale bid. All bids may be rejected if they are deemed in the judgment of the County to be non-responsive to the invitation to sell.

15. RESOLUTION AND CLOSING: Upon notification of Award of Contract, the County shall furnish the successful bidder with the Real Estate Sales Contract and any other pre-closing documents.

Within ten (10) business days after receipt, the bidder shall return the properly executed contract and any other required documents.

After receipt of the documents executed by the bidder, proofs of authority and funds collected in the form of cash, cashier's check or a bank issued check, the County or the Closing Attorney shall provide instructions on how the purchaser(s) funds shall be collected for use at the closing. The County, and/or its appointed Representatives, shall prepare all necessary documents for closing. Upon closing of the transaction, the County shall distribute all closing documents and cause the deed to be recorded.

16. COUNTY'S RIGHTS UPON FAILURE OF SUCCESSFUL BIDDER TO CLOSE TRANSACTION.

In accordance with the terms set forth in the invitation for sale bids under this subdivision, the county shall, as may be necessary, pursue its rights upon the failure of the successful bidder to close a transaction concerning the sale, conveyance or exchange of real property owned by the County. When the deed conveying the real property offered for sale by the County has been executed by the chairman of the Board of Commissioners and is ready for delivery, the successful bidder shall be notified by registered or certified mail of where the closing shall and delivery of the Quit Claim Deed shall be accepted. If for any reason the successful bidder fails to render full payment of the consideration upon which the bid was based within 15 days after the mailing of the notice, such failure shall be construed as a refusal to pay the consideration due the County under the terms of the bid and as a refusal to accept the County's deed. If the successful bidder fails or refuses, for any reason, to close the transaction the county shall, at its option, have the right, at its option, 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 county is successful in enforcing its right to specific performance, the county may demand that the successful bidder pay the county's reasonable attorney's fees incident thereto.

17. SUCCESSFUL BIDDER'S RIGHT UPON FAILURE OF THE COUNTY TO CLOSE THE TRANSACTION.

Subject to the County's rights to reject any and all bids, the County shall tender a duly executed quitclaim deed conveying the land or interest in real property offered by it for sale within 120 days after the awarding the bid to the successful bidder. Failure by the County to close and deliver such Quit Claim Deed within 120-day period of receipt of the executed Real Estate Sales Contract and all required documents and funds from the Purchaser(s) shall entitle the successful bidder to refuse to close the transaction by giving written notice of such action to the Land Administrator. Upon receipt of such written notice of refusal, the County shall cancel the transaction. Neither the County 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.

BID SCHEDULE

This page must be returned with your Bid

Property Address: _____

My Bid to Purchase this property is:

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

SALE WILL BE TO THE HIGHEST BIDDER, PROVIDED THAT THAT THE PRICE OFFERED IS ACCEPTABLE TO THE COUNTY AND BASED UPON THE APPRAISED FAIR MARKET VALUE.

The minimum bid is the appraised value of \$ 683,000.00.

The bid shall become irrevocable when the bids have been received and opened by the County.

Property will be sold by "Quit Claim Deed." Documents will be executed between the successful bidder and Fulton County. Successful bidder must close on property in accordance with the terms and conditions of the Real Estate Purchase Contract and the Invitation to Bid to Sell provisions.

Bidder's name or Legal Business Name: _____

Bidder's address or Business Address: _____

Social Security # or Federal Tax ID: _____

Bidder or Authorized Business Representative's Name: _____

Type or Print Name

Bidder's of Business Representative's Signature: _____

Bidder or Business Phone #: _____

E-Mail Address: _____

Fax Number: _____

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid 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. Section 36-91-21 (d) and (e), 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 offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

(BIDDER OR COMPANY NAME)

By its: (TITLE/AUTHORITY)

Sworn to and subscribed before me this _____ day of _____, 2011.

By: _____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

LEGAL DESCRIPTION OF THE PROPERTY

Property Description:

Tract One

All That Tract Or Parcel Of Land Lying And Being In Land Lots 5 And 33, 14FF District, Fulton County, Georgia And Being More Particularly Described As Follows:

To Find The True Point Of Beginning Commence At A 1/2" Rebar At The Intersection Of The Northerly Right Of Way Line Of Arlington School Road (Variable Right Of Way) And The Westerly Right Of Way Of Fairburn Road (Variable Right Of Way) And Thence Running South 83 Degrees 18 Minutes 43 Seconds West For A Distance Of 717.43 Feet To A 1/2" Rebar Set, Thence Running South 83 Degrees 18 Minutes 43 Seconds West For A Distance Of 47.11 Feet To A Point, Thence Running In A Northwesterly Direction As Measured Along The Northerly Right Of Way Arlington School Road And Following The Curvature Thereof, An Arc Distance Of 226.84 Feet, Said Arc Being Subtended By A Chord Bearing North 80 Degrees 48 Minutes 04 Seconds West For A Chord Distance Of 224.73 Feet, And Having A Radius Of 479.41 Feet To A 1/2" Rebar Set And The True Point Of Beginning, Thence Leaving The Northerly Right Of Way Line Of Arlington School Road Running South 0 Degrees 00 Minutes 00 Seconds East For A Distance Of 48.53 Feet To A 1/2" Rebar Set On The Southerly Right Of Way Arlington School Road And The Lands Of Now Or Formerly Vulcan Lands, Thence Running In A Northwesterly Direction As Measured Along The Southerly Right Of Way Of Arlington School Road And Following The Curvature Thereof An Arc Distance Of 37.91 Feet, Said Arc Being Subtended By A Chord Bearing North 64 Degrees 06 Minutes 39 Seconds West For A Chord Distance Of 37.90 Feet, And Having A Radius Of 437.46 Feet To A 1/2" Rebar Set, Thence Leaving The Southerly Right Way Line Of Arlington School Road Running South 00 Degrees 06 Minutes 24 Seconds East Along The Lands Belonging To Now Or Formerly Vulcan Lands For A Distance Of 119.28 Feet To A 1/2" Pipe Found, Thence Running Along The Lands Belong Now Or Formerly To Vulcan Lands North 56 Degrees 18 Minutes 04 Seconds West For A Distance Of 473.50 Feet To A 2 3/8" Pipe Found, Thence Running North 01 Degrees 12 Minutes 03 Seconds East For A Distance 599.58 Feet To A 1/2" Rebar Found, Thence Running South 88 Degrees 07 Minutes 15 Seconds East For A Distance Of 415.46 Feet To A 1/2" Rebar Set At The Common Corner Of The Lands Belonging To Now Or Formerly Vulcan Lands And Fulton County, Thence Running Along The Line Common To The Lands Belonging To Now Or Formerly Fulton County South 00 Degrees 00 Minutes 00 Seconds West For A Distance Of 682.50 Feet To A 1/2" Rebar Set, Thence Continuing Along The Line Common To The Lands Belonging To Now Or Formerly Fulton County S 00 Degrees 00 Minute 00 Seconds For A Distance Of 15.38 Feet To A 1/2" Rebar Set On The Northerly Right Of Way Of Arlington School Road And The True Point Of Beginning.

Said Tract or Parcel of Land Containing 306,905 Square Feet or 7.05 Acres.

Arlington School Road Easement Tract

Beginning At A Point At The Intersection Of The Northerly Right Of Way Line Of Arlington School Road (Variable Right Of Way) And The Westerly Right Of Way Of Fairburn Road (Variable Right Of Way) And Thence Running South 83 Degrees 18 Minutes 43 Seconds West For A Distance Of 717.43 Feet To A 1/2" Rebar Set, Thence Running In A

Northwesterly Direction As Measured Along The Northerly Right Of Way Arlington School Road And Following The Curvature Thereof, An Arc Distance Of 226.84 Feet, Said Arc Being Subtended By A Chord Bearing North 80 Degrees 48 Minutes 04 Seconds West For A Chord Distance Of 224.73 Feet, And Having A Radius Of 479.41 Feet To A 1/2" Rebar Set And The Point Of Beginning, Thence Leaving The Northerly Right Of Way Line Of Arlington School Road Running South 00 Degrees 00 Minutes 00 Seconds East For A Distance Of 48.53 Feet To A 1/2" Rebar Set On The Southerly Right Of Way Of Arlington School Road, Thence Continuing Along The Southerly Right Of Way Of Arlington School Road And Following The Curvature Thereof, An Arc Distance Of 37.91 Feet, Said Arc Being Subtended By A Chord Bearing North 64 Degrees 06 Minutes 39 Seconds West For A Chord Distance Of 37.90 Feet, And Having A Radius Of 437.46 Feet To A 1/2" Rebar Set, Thence Running North 61 Degrees 22 Minutes 07 Seconds West For A Distance Of 241.47 Feet To A 1/2" Rebar Set, Thence Continuing In A Northwesterly Direction Along A Curve To The Left Having An Arc Distance Of 149.95, Said Arc Being Subtended By A Chord Bearing North 78 Degrees 25 Minutes 01 Seconds West For A Chord Distance Of 146.93, Having A Radius Of 215.26 Feet To A 1/2" Rebar Set, Thence Running North 00 Degrees 00 Minutes 00 Seconds East For A Distance Of 60.50 Feet To A 1/2" Rebar Set, Thence Continuing In A Southeasterly Direction Along A Curve To The Right An Arc Distance Of 180.39 Feet, Said Arc Being Subtended By A Chord Bearing South 77 Degrees 45 Minutes 12 Seconds East For A Chord Distance Of 177.17 Feet, Having A Radius Of 274.76 Feet To A 1/2" Rebar Set, Thence Running South 60 Degrees 53 Minutes 06 Seconds East For A Distance Of 248.21 Feet To A 1/2" Rebar Set On The Common Line Of The Lands Belonging To Now Or Formerly Fulton County, Thence Continuing Along The Line Common To The Lands Belonging To Now Or Formerly Fulton County Running South 00 Degrees 00 Minutes 00 Seconds East For A Distance Of 15.38 Feet To A 1/2" Rebar Set And The True Point Of Beginning.

Said Tract or Parcel of Land Containing 25,436 Square Feet or 0.58 Acres of Land.

Tract Three

All That Tract Or Parcel Of Land Lying And Being In Land Lots 5, 14FF District, Fulton County, Georgia And Being More Particularly Described As Follows:

Beginning At A 1/2" Rebar Set At The Intersection Of The Northerly Right Of Way Line Of Arlington School Road (Variable Right Of Way) And The Westerly Right Of Way Of Fairburn Road (Variable Right Of Way) And Thence Running South 83 Degrees 18 Minutes 43 Seconds West For A Distance Of 717.43 Feet To A 1/2" Rebar Set, Thence Leaving The Northerly Right Of Way Line Of Arlington School Road Running North 36 Degrees 31 Minutes 10 Seconds West Along The Common Line Of The Lands Belonging To Now Or Formerly Fulton County For A Distance Of 180.49 Feet To A 1/2" Rebar Set, Thence Continuing Along Said Line Running North 26 Degrees 43 Minutes 16 Seconds East For A Distance Of 84.76 Feet To A 1/2" Rebar Set, Thence Running North 09 Degrees 42 Minutes 48 Seconds East For A Distance Of 42.22 Feet To A 1/2" Rebar Set, The Running North 01 Degrees 52 Minutes 45 Seconds East For A Distance Of 458.72 Feet To A 1/2" Rebar Set At The Common Corner Of The Lands Belonging To Now Or Formerly Fulton County And Vulcan Lands, Thence Running Along The Line Common To The Lands Belonging To Now Or Formerly To Vulcan Lands South 88 Degrees 07 Minutes 15 Seconds East To A 1/2" Rebar Set At The Common Corner Of The Lands Belonging To Now Or Formerly Vulcan Lands And Southwest Community Hospital, Thence Running Along The Common Line To The Lands Belonging To Now Or Formerly Southwest Community Hospital South 24 Degrees 36 Minutes 59 Seconds East For A Distance Of 268.37 Feet To A 1/2" Rebar Set, Thence Continuing Along Said Line South 62 Degrees 18 Minutes 04 Seconds East For A Distance Of 40.04 Feet To A 1/2" Rebar Found,

Thence Running South 64 Degrees 15 Minutes 14 Seconds East For A Distance 40.16 Feet To A 1/2" Rebar Set, Thence Running South 37 Degrees 25 Minutes 56 Seconds East For A Distance Of 63.37 Feet To A 1/2" Rebar Set, Thence Running South 23 Degrees 45 Minutes 38 Seconds For A Distance Of 320.66 Feet To A 1/2" Rebar Set And The Point Of Beginning.,

Said Tract or Parcel of Land Containing 413,044 Square Feet or 9.48 Acres of Land.

Tract Four

All That Tract Or Parcel Of Land Lying And Being In Land Lot 5, 14FF District, Fulton County, Georgia And Being More Particularly Described As Follows:

To Find The True Point Of Beginning Commence At A 1/2" Rebar Set At The Intersection Of The Northerly Right Of Way Of Arlington School (Variable Right Of Way) Road And The Westerly Right Of Way Of Fairburn Road (Variable Right Of Way) And Thence Running Along The Westerly Right Of Way Of Fairburn Road North 19 Degrees 35 Minutes 18 Seconds East For A Distance Of 97.15 Feet To A Concrete Monument Found, Thence Continuing Along The Westerly Right Of Way Of Fairburn Road North 01 Degrees 10 Minutes 00 Seconds East For A Distance Of 57.47 Feet To A Concrete Monument Found, Thence North 08 Degrees 07 Minutes 54 Seconds East For A Distance Of 109.82 Feet To A Concrete Monument Found, Thence North 01 Degrees 23 Minutes 57 Seconds East For A Distance Of 20.32 Feet To A Concrete Monument Found And The True Point Of Beginning, Thence Leaving The Westerly Right Of Way Of Fairburn Road And Running Along The Lands Belonging To Now Or Formerly Southwest Community Hospital And Medical Center Along A Curve To The Left An Arc Distance Of 242.16 Feet, Said Arc Being Subtended By A Chord Bearing North 34 Degrees 46 Minutes 35 Seconds West For A Chord Distance Of 239.29 Feet To A Point, Said Arc Having A Radius Of 2594.52 Feet, Thence Running North 40 Degrees 19 Minutes 44 Seconds West For A Distance Of 152.13 Feet To A 1/2" Rebar Set At The Intersection Of The Lands Belonging To Now Or Formerly Southwest Community Hospital And Medical Center And Vulcan Lands, The Continuing Along The Line Common To The Lands Belonging To Now Or Formerly Vulcan Lands South 88 Degrees 07 Minutes 15 Seconds East For A Distance Of 54.00 Feet To A 1/2" Rebar Set On The Westerly Right Of Way Of CSX Railroad (200' Right Of Way), Thence Continuing Along The Right Of Way Of CSX Railroad Running South 40 Degrees 19 Minutes 44 Seconds East For A Distance 116.77 Feet To A Point, Thence Running In A South Easterly Direction Measured Along The Right Of Way CSX And Following The Curvature Thereof, An Arc Distance Of 201.13 Feet, Said Arc Being Subtended By A Chord Bearing South 34 Degrees 27 Minutes 18 Seconds East For A Chord Distance Of 200.97 Feet, And Having A Radius Of 1498.15 Feet To A 1/2" Rebar Set On The Westerly Right Of Way Of Fairburn Road, Thence Continuing Along The Westerly Right Of Way Of Fairburn Road South 06 Degrees 35 Minutes 25 Seconds West For A Distance Of 58.58 Feet To A Concrete Monument Found And The True Point of Beginning.

Said Tract or Parcel of Land Containing 14076 Square Feet or 0.32 Acres.

Total Area of All Tracts: 17.43 Acres.

EXHIBIT 4

PROPERTY APPRAISAL

SEE ATTACHMENT (EXHIBIT 4)

REAL ESTATE SALES CONTRACT

Real Estate Sales Contract

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 lying and being in Land Lot(s) _____ of the _____ District, _____ Section, Fulton County, Georgia, and being known as address _____, together with all improvements, appliances, lighting fixtures, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto; also all plants, trees and shrubbery now on the premises (collectively the "Property"). The Purchase Price of the property shall be _____ (\$ _____) to be paid as follows:
2. *Purchaser.* This is a cash transaction with no contingencies for financing and Purchaser shall pay all closing costs.
3. Seller will convey to Purchaser title to the Property by Quit Claim Deed.
4. 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 the time the sale is consummated. Seller shall deliver possession of the Property to Purchaser at time of closing.
5. 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.
6. Purchaser and Seller each represent and warrant to the other that there are, and will be, no fees or commissions payable to agents, brokers or other intermediaries as a consequence of this transaction, and that they have not dealt with a broker, agent or other intermediary who might by reason of such dealing have any claim for a fee, commission or other compensation, expenses or charges of whatever nature; the provisions of this paragraph shall survive the closing and delivery of the Quit Claim Deed.
7. *Time is of the essence of this agreement.* This agreement and all Terms, Conditions and provisions of the Invitation to Bid to Sell constitutes 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.
8. Real estate taxes and assessments for the Property shall be prorated as of midnight of the date immediately preceding the date of closing.
9. This transaction shall be closed by a law firm selected by the County.
10. This instrument shall be regarded as a binding contract upon execution by the Purchaser.

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.

SELLER (S):

Signed, sealed and delivered this _____ day
of _____, 2011 in the presence of:

Witness

Notary Public

[Notary Seal]

APPROVED AS TO FORM

This _____ day of _____, 2011.

Office of Fulton County Attorney

PURCHASER(S):

Signature

Print Name Here

Street Address

City/State/Zip

Telephone/Fax

Date of Execution

**FULTON COUNTY, a political subdivision of
the
State of Georgia**

By: _____
John H. Eaves, Chairman
Fulton County Board of Commissioners

Attest: _____
Mark Massey, Clerk of Commission