Department of Purchasing & Contract Compliance

Fulton County, GA

October 26 2012

Re: Properties:

14F-0033-II-025-4, 2605 Fairburn Road, Tract One Atlanta, Ga. 30331
14F-0005-LL-1132, 2605 Fairburn Road, Tracts 3 and 4 Atlanta, GA 30331
07-3609-0067-028-5, 0 Old Fayetteville Road Palmetto, GA 30268
17-0071-0004-034-3, 330 Johnson Ferry Road. Sandy Springs, GA 30328
11-0360-0129-028-8, 0 State Bridge Rd at Kimball Bridge Road. Alpharetta, GA 30022
17-0039-0002-045-2, 0 Zeblin Road Sandy Springs, GA 30342

Dear Proposers:

Attached is Addendum 1, hereby made a part of the above referenced **Properties listed above.**

Except as provided herein, all terms and conditions in the **Properties listed above** remain unchanged and in full force and effect.

Sincerely,

Charles Leonard

Charles Leonard, CPPB

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

Properties listed above

1.) Paragraph 3, TERMS AND CONDITONS APPLICABLE TO THE SALE, one page 3 should be expanded to include the following:

f. Buyers are required to be represented by a real estate broker or agent licensed in the State of Georgia

2.) Exhibit 1, BID SCHEDULE, should include the following:

I am represented by the Licensed Real Estate Broker or Agent identified below. I have attached a copy of the Exclusive Buyer Brokerage Agreement to this purchase offer.

Broker or Agent Name: _____
Broker's or Agent's Georgia License Number: _____
Name and Address of the Brokerage: _____
_____

Bidder or Authorized Business Representative's Name: _____

Type or Print Name

Bidder's or Business Representative's Signature: _____

3.) Exhibit 4, Real Estate Sales Contract, should be replaced with Exhibit 4 Sample Purchase Contract (separate document, attached)

4.) On page 4, paragraph 4, **PROPERTY INSPECTION/OPEN HOUSE,** we state the following:

A Property Inspection/Open House of the real property will be held on the **date(s), time(s) on each respective property.** ***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 on the Fulton County web site by no later than November 9, 2012.

The Property Inspection/Open House(s) 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.

On page 5, paragraph 7 **ADDENDA AND INTERPRETATIONS**, we state the following:

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 2:00 PM, **November 7**, 2012. 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.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Wednesday, November 21, 2012, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2012.

_____
Legal Name of Bidder

_____
Signature of Authorized Representative

_____
Title

FULTON COUNTY
DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 Peachtree Street
Atlanta GA 30303
Tel: (404) 612-5800

FULTON COUNTY

Sample Purchase 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 Legal Description is attached hereto as Exhibit A. The Purchase Price of the property shall be _____ ($ _____) to be paid in certified funds or by wire transfer at closing.

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. Seller represents and warrants that Seller will pay a real estate commission in the amount of 5% of the Purchase Price to the Selling Agent or Broker who is representing Buyer under an Exclusive Buyer Brokerage Agreement.

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

Real Estate Agent or Broker

Name: _____

Brokerage: _____

License Number: _____

Phone: _____

Email: _____

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