



**NOTICE OF SOLICITATION
INVITATION TO BID**

**Bulloch County Board of Commissioners
Purchase of Soil Consisting of Sand or a Sand/Clay Mixture
Satisfactory to Bulloch County**

The Bulloch County Board of Commissioners (herein after referred to as the "County") is accepting **COMPETITIVE SEALED BIDS** for:

Material or Service: Purchase of soil consisting of sand or a sand/clay mixture satisfactory to the County.

Bid Submission Deadline: The deadline for receipt of sealed bids is 3:00 PM, September 11, 2017. Prospective bidders shall file all documents necessary to support their bids. **FAXED OR E-MAILED BIDS WILL NOT BE ACCEPTED.**

Time and Place for Submission and Opening of Bids: Bidders are responsible for the actual delivery of sealed bids during normal business hours to the Bulloch County Board of Commissioners Purchasing Office, 115 North Main Street, Statesboro, Georgia 30458. The original bid and supporting documents must be submitted in a sealed clearly marked envelope. At the time and date of the bid deadline, the bids will be publicly opened and cost components read aloud at the Bulloch County Commissioners North Main Annex, in the Library/Conference Room 102 at the above-referenced address. The bids will be reviewed to determine conformity with the specifications and other criteria. Upon closure of the review, the County Manager will recommend the selection of a bid or bids most advantageous to the County or the rejection of all bids, which final decision will be approved by the Board of Commissioners.

Obtaining a Copy of Bid Package: A bid package may be requested by contacting Faye Bragg, Purchasing Manager at fbragg@bullochcounty.net or <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the bidder to periodically check the County's website for any addenda for this project.

Bid Identification: The outside of the sealed envelope shall include the wording: Soil Purchase Bid; Bid Opening: September 11, 2017 @ 3:00 PM; Attn: Faye Bragg, Purchasing Manager.

Check List: There is a checklist on page 12 that lists the forms that must be included in the sealed bid submission. Failure to return any of the items on the check list will be just cause for non-acceptance of the submitted sealed bid.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

A local vendor is considered any offeror who has a principal business location within the boundaries of Bulloch County. A principal business location shall be strictly interpreted to mean a permanent establishment or facility with a physical location in Bulloch County having a registered business name, street address and telephone number where it can be easily demonstrated that the goods or services to be procured by the County are either made, stored, processed, sold or rendered at such establishment or facility; and, that substantial administrative or management activities related to the establishment or facility are performed by one or more employees, principals, representatives or agents for the purpose of transacting business. It shall be the responsibility of the vendor to provide clear and compelling evidence of meeting this standard to the satisfaction of the Purchasing Department prior to the award of a bid or quotation.

For all purchases over \$5,000.00, if the quality, service, price, and other factors are substantially equal, then the local vendor may be given an opportunity to match the lowest cost proposal, if the quotation or bid is within 5% of the lowest price proposal. This policy shall be so stated in all applicable solicitations. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the submitted package to be considered for the local vendor preference.

Award and Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the County to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The bidder is solely responsible for delivering its sealed bid to the exact location and by the time stated. The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County.

Additional Terms and Conditions Offered by Bidders: Any contract resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation; provided, however, that bidders may offer additional terms and conditions to their bids as specified herein. Bidders who wish to offer additional terms and conditions shall specify

the additional terms and conditions in detail on the Additional Terms and Conditions Sheet or include such additional terms and conditions in an attachment to the bid submission. If the bidder specifies additional terms and conditions in an attachment to the bid submission, the bidder shall state "See Attached" on the Additional Terms and Conditions Sheet.

If awarded, an award will be made to that responsive and responsible bidder or bidders with the most advantageous bid or bids to the County, price and other factors considered.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the Purchasing Department.

Compliance: The County's failure to insist on compliance with any of the terms or conditions of this Invitation to Bid shall not be deemed a waiver of the County's right to insist at any time on full compliance with any of the terms and conditions stated herein.

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete bid information correctly. If in the opinion of the County, the bidder is not in a position to perform the contract, the bid may be disqualified and rejected. The County reserves the right to waive any minor informalities or irregularities.

Lawsuits/Bribery/Conflicts of Interest/Defaults: Prospective bidders shall disclose any record of pending lawsuits, criminal violations and/or convictions, conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the bid. Nor is the County bound by any information provided to bidders prior to the bid opening unless reduced to writing and distributed as a written addendum.

Clarification of Submittals: The County reserves the right to seek clarification of any point in a bidder's sealed bid submission, or to obtain additional information.

Correction or Withdrawal of Bids, Cancellation of Awards: Correction or withdrawal of bids after the deadline for submitting bids has passed, or cancellation of awards or contracts may be permitted only to the extent that the bidder can show by clear and convincing evidence that a clerical mistake of non-judgmental character was made, or where the withdrawal or cancellation is in the best interest of the County.

County Obligations: The County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants if there are existing obligations to the County for any liens, ad valorem taxes, licenses or other financial remittances due to the County.

Award: If awarded, the award will be made to that responsive and responsible bidder or bidders whose bid is most advantageous to the County, price and other factors considered. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so, and to reject any and all bids. The bidder or bidders to whom the award is made will be notified at the earliest possible date.

Submission Requirements: Please submit one (1) original bid and one (1) copy including all supplementary materials in a bound package upon the assigned date, time and location, bound with binder clips or stapled whereby additional copies can be easily made by County staff. Pages should be 8-1/2" X 11" in size, with larger sheets (if provided) to be folded to fit within bindings.

The bid must be submitted in a sealed envelope to the following address:

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main St.
Statesboro, GA 30458

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

For technical questions concerning this bid contact Dink Butler, Transportation Director, at dbutler@bullochcounty.net.

For procurement procedures concerning this bid contact Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net.

SPECIFICATIONS

1. The County desires to purchase soil consisting of sand or a suitable sand/clay mixture (hereinafter "suitable soil") for use on County road projects and for other purposes.
2. Bidders may submit a bid (i) offering to sell the County suitable soil on a cubic yard basis from real property owned by the bidder; (ii) offering to sell the County real property from which suitable soil may be obtained; or (iii) some combination thereof.
3. Bidders shall specify (i) the total acreage of the subject real property; (ii) the location of the subject real property (either through a copy of a deed, legal description, inclusion of a plat or parcel map from the County Tax Assessor's website, or some other reliable and sufficient means); (iii) any limitations on the total quantity of cubic yards the County may obtain, if offering to sell suitable soil on a cubic yard basis; and (iv) any limitations on time for removal of suitable soil, if offering to sell suitable soil on a cubic yard basis.
4. Bidders understand and acknowledge that any offer to sell real property to the County shall be deemed an offer to convey said real property to the County in fee simple via warranty deed with no reversionary clauses, restrictive covenants, or other limitations or conditions.
5. Bidders understand and acknowledge that by submitting a sealed bid in response to this bid solicitation, the bidder represents that it will allow the County to enter upon the subject real property whenever the County chooses during the period of time allowed for acceptance or rejection of bids to inspect the property and determine the suitability of the soil. The bidder shall permit the County to enter upon the subject real property multiple times if the County determines it to be necessary and the bidder shall permit the County to dig or bore in multiple locations on the subject property and at whatever depth the County deems necessary for the purpose of determining the suitability of the soil. Whether or not the soil is deemed suitable shall be within the sole discretion of the County.
6. Bidders may specify additional terms and conditions applicable to the bidder's offer to sell suitable soil on a cubic yard basis or to sell real property to the County. Bidders shall specify in detail any such additional terms and conditions on the Additional Terms and Conditions Sheet or include such additional terms and conditions in an attachment to the bidder's bid submission. If the bidder specifies additional terms and conditions in an attachment to the bid submission, the bidder shall state "See Attached" on the Additional Terms and Conditions Sheet.
7. Any bidder offering to sell suitable soil to the County on a cubic yard basis shall be required to enter into a Soil Easement in substantially the form included herein as Exhibit A, subject to modifications to accommodate any additional terms and conditions submitted by the bidder with its sealed bid.

8. Any bidder offering to sell real property to the County shall be required to enter into a Real Estate Sales Contract in substantially the form included herein as Exhibit B, subject to modifications to accommodate any additional terms and conditions submitted by the bidder with its sealed bid.

Bid Form

The County reserves the right to reject any or all bids and to waive technicalities and informalities in bids, and to accept, in whole or in part, such bid or bids that may be deemed in the best interest of the County. The County specifically reserves the right to make an award to more than one bidder if the County determines that it is in the County's best interest to do so.

ITEM ONE: OFFER TO SELL SUITABLE SOIL ON A CUBIC YARD BASIS

Price Per Cubic Yard: \$ _____

Total Acreage of Real Property: _____

Location of Real Property (briefly describe or include an attachment, such as a copy of a deed, legal description, tax map, etc.): _____

Limitations (if any) on Total Quantity of Cubic Yards: _____

Limitations (if any) on Time for Removal: _____

ITEM TWO: OFFER TO SELL REAL PROPERTY

Total Sales Price: \$ _____

Total Acreage of Real Property: _____

Location of Real Property (briefly describe or include an attachment, such as a copy of a deed, legal description, tax map, etc.): _____

Note 1: Bidders may bid on either Item One or Item Two, or may bid on both Items One and Two. If a bid is submitted on both Items One and Two that involves the same real property, it will be assumed that the bids or alternate bids (i.e., that the County may accept either the bid for Item One or the bid for Item Two, but that the County may not accept both bids). If a bid is submitted for both Items One and Two that involves different real property, it will be assumed that the County may accept the bids for both Item One and Item Two.

Note 2: Bids must be submitted by the owner of the subject real property. If the owner of the real property is one or more natural persons, at least one of the natural persons who owns the real property must execute the bid form and accompanying forms. If the owner is a legal

entity (such as a corporation, partnership, limited liability company, etc.), an authorized representative of the legal entity must execute the bid form and accompanying forms.

Bidder acknowledges receipt of the following addenda, if any: _____.

Bidder's Name: _____

Bidder's Mailing Address: _____

Signature of Bidder or Authorized Representative (if any): _____

Printed Name of Bidder or Authorized Representative (if any): _____

Title of Authorized Representative (if any): _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

**BULLOCH COUNTY, GEORGIA
NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

The undersigned, being of lawful age, being first duly sworn, on oath says that he/she is the bidder or authorized representative (if any) submitting the attached bid and that neither he/she nor the legal entity (if any) that he/she represents has directly or indirectly violated any of the provisions of Section 36-91-21(d) of the Official Code of Georgia Annotated. In making such representation, affiant further states for himself/herself and on behalf of the legal entity (if any) that he/she represents, that they have not been a party to any collusion among bidders in restraint of competition by agreement to submit a bid or proposal at a fixed price or to refrain from bidding; or with any office of Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting the attached bid.

Signature of Bidder or Authorized Representative (if any): _____

Printed Name of Bidder or Authorized Representative (if any): _____

Title of Authorized Representative (if any): _____

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC _____

**BULLOCH COUNTY, GEORGIA
BIDDER DECLARATION**

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid shall be valid for 60 days.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **September 11, 2017 @ 3:00pm**, but may not be withdrawn after such date and time for a period of 60 days.

That Bulloch County reserves the right to reject any or all bids and to accept that bid or bids which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the bidding.

That by submission of this bid the bidder acknowledges that Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

BIDDER:

Signature of Bidder or Authorized Representative (if any): _____

Printed Name of Bidder or Authorized Representative (if any): _____

Title of Authorized Representative (if any): _____

Subscribed and sworn to before me this ____ day of _____ 20____.

NOTARY PUBLIC _____

Check List

The items listed below must be completed and returned with the sealed bid. Failure to return any of the items listed will be just cause for not accepting the submitted bid.

- 1. Pages 7 & 8 – Bid Form
- 2. Page 9 – Additional Terms and Conditions Sheet
- 3. Page 10 – Non-Collusion Affidavit
- 4. Page 11 – Bidder Declaration

EXHIBIT A

Return to: Jeff S. Akins, Esq., Bulloch County Commissioners, 115 North Main Street, Statesboro, GA 30458

STATE OF GEORGIA
COUNTY OF BULLOCH

SOIL EASEMENT

THIS INDENTURE made this ____ day of _____, 2017, by and between _____, of the County of _____, State of _____, as party or parties of the first part, hereinafter called Grantor, and **BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives, and assigns where the context requires or permits).

WITNESSETH:

PURCHASE PRICE. That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the Grantee, subject only to the conditions of this instrument, an easement, right and interest for the purposes hereinafter described to go in and upon the following described property, to-wit:

[INSERT LEGAL DESCRIPTION]

PURPOSES. Grantor has hereby granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the Grantee an easement, right and interest to go in and upon the above-described property for the purposes of excavating and removing from said property soil, sand, dirt, chert, stone, gravel, aggregate or other materials customarily used in the construction of roads and highways (hereinafter referred to as "Materials"). In addition to any other consideration, Grantee shall pay Grantor \$_____ per cubic yard of Materials that Grantee removes from said property; provided, however, that Grantee shall not be obligated to remove any minimum amount of Materials, and the timing and quantity of the cubic yards of Materials removed by Grantee shall be solely within Grantee's discretion.

Also included in this conveyance is the easement and right of reasonable ingress and egress over the above-described property for the purposes set forth herein.

Also included in this conveyance is the easement and right to place and erect upon the above-described property such machinery, materials, apparatus and buildings as may be necessary and proper, at Grantee's discretion, for the proper removal or use of the Materials, which said machinery, materials, apparatus or buildings shall be removed by Grantee prior to the expiration or termination of this easement.

MEASUREMENT. Grantor and Grantee acknowledge and agree that the method for measuring the amount of cubic yards of Materials removed by Grantee shall be as follows: _____ (to be determined)

SURFACE MINING PERMIT. In the event that the state agency responsible for administering the Surface Mining Act (O.C.G.A. § 12-4-70 et seq.) determines at any time prior to the termination of this easement that a surface mining permit is required, and Grantor has not obtained a surface mining permit prior to the effective date of this easement, Grantor agrees to cooperate with Grantee in obtaining a surface mining permit. Grantee will pay all costs involved in obtaining any required surface mining permit.

TERM. This easement shall remain in effect until and unless terminated by an instrument executed by both parties with the same formality as this instrument and recorded in the real estate records of the Clerk of the Superior Court of Bulloch County, Georgia; provided, however, that Grantee may terminate this easement at any time upon thirty (30) days' written notice to Grantor. In the event Grantee provides such written notice of termination, Grantor and Grantee shall promptly execute an instrument terminating this easement and said instrument shall be recorded in the real estate records of the Clerk of Superior Court of Bulloch County, Georgia.

TO HAVE AND TO HOLD the bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee, and the Grantor will warrant and forever defend the right and title to the above-described property unto the Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto signed and sealed this instrument, the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

GRANTOR:

GRANTEE:

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

EXHIBIT B

STATE OF GEORGIA
COUNTY OF BULLOCH

REAL ESTATE SALES CONTRACT

This Agreement is made and entered into this ____ day of _____, 2017, by and between BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS (hereinafter "Purchaser") and _____ (hereinafter "Seller").

WITNESSETH:

For and in consideration of the mutual covenants, promises, and obligations contained herein, the parties hereto agree as follows:

1. Sale and Purchase of Property. Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, the following described property (hereinafter the "Premises"), to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

2. Purchase Price. The total Purchase Price for the Premises shall be \$_____.

3. Payment of Purchase Price. The Purchase Price shall be payable as follows: In cash at closing.

4. Survey. Purchaser, at its option, may obtain a boundary survey of the Premises at its expense.

5. Tests. During the term of this Contract, Purchaser or its agents shall have access to the Premises for conducting a Phase I environmental audit. If any environmental contaminant or hazardous material is found, the Purchaser shall notify the Seller, and the Seller shall have thirty (30) days after receiving such notification to correct the deficiency. If the deficiency is not timely corrected, this Contract shall be null and void. If the deficiency is timely corrected, this Contract shall remain binding on the parties.

6. Warranties of Seller. Seller warrants and represents as follows:

(a) Seller is the owner of the fee simple title to the Premises and will warrant and defend the title.

(b) All of the representations contained in the form of Owner's Affidavit attached hereto as Exhibit "B" will be true and accurate as of the closing date, at which time said affidavit will be executed by Seller and delivered to Purchaser and its title insurance company, if any.

7. Title. Purchaser shall immediately cause title to be examined. Should any defects be found which render the title unmarketable, the Purchaser shall promptly notify Seller, and Seller shall remove all of such defects, liens, encumbrances or other defects of title which render the title unmarketable within thirty (30) days following notification from the Purchaser. In the event such defects cannot be cured, the Purchaser shall have the option of accepting such title as Seller can convey or canceling and terminating this Contract, in which latter event the Purchaser shall be entitled to the reimbursement of the Earnest Money, if any.

8. Closing; Costs; Taxes.

(a) Closing of this Contract shall take place on or before _____, 2017 at a place of mutual agreement in Statesboro, Bulloch County, Georgia.

(b) At closing, Seller shall deliver the following documents to the Purchaser:

(i) A good and sufficient recordable Warranty Deed conveying the Premises to the Purchaser, which shall vest in the Purchaser marketable fee simple title to the Premises, free and clear of all liens and encumbrances except those "Permitted Title Exceptions" shown on Exhibit "C", which is attached hereto and incorporated herein by reference;

(ii) The affidavit attached hereto as Exhibit "B" sworn to by the Seller; and

(iii) Any other documents reasonably required in order to implement the terms of this Contract or to complete the closing contemplated herein.

(c) Ad valorem taxes for 2017 will be prorated to closing. No transfer tax shall be paid as this transaction is exempt from transfer tax pursuant to O.C.G.A. § 48-6-2.

(d) Purchaser shall pay all closing costs, including but not necessarily limited to cost of preparation of the Warranty Deed, recording fees, and closing attorney's fees.

9. Notices. Any notices required or permitted to be given herein by one party to the other shall be in writing and shall be effective when delivered in person to the individuals named below, or deposited with the United States Postal Service, postage prepaid, certified mail with return receipt requested and addressed as follows:

As to Seller:

With a copy to:

As to Purchaser:

Thomas M. Couch, County Manager
Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458

With a copy to: Jeff S. Akins, Esq.

County Attorney
Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458

10. Miscellaneous. This Contract contains the entire understanding and agreement between the parties hereto. It shall not be modified or amended in any way except by a written instrument executed by both parties. This Contract shall be binding upon and inure to the benefit of each party hereto and their successors and assigns. Time is of the essence of this Contract.

11. Survival of Contract. This Contract and the warranties and obligations herein shall survive the closing and shall not be merged into the closing documents.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

Seller:

By: _____

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

Purchaser:

BULLOCH COUNTY, a political subdivision of
the state of Georgia, acting by and through its
governing authority, the BULLOCH COUNTY
BOARD OF COMMISSIONERS

By: _____
Roy Thompson, Chairman

Attest: _____
Olympia Gaines, Clerk

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

EXHIBIT A

[Legal Description]

EXHIBIT B

STATE OF GEORGIA
COUNTY OF BULLOCH

OWNER'S/BORROWER'S AFFIDAVIT

Personally, before the undersigned attesting officer duly authorized under the laws of the State of Georgia to administer oaths, came the Deponent, who after being duly sworn, deposes and says:

That the Deponent is the owner of the property described on the attached Exhibit "A" (or, if owner is a corporation, partnership, or some other legal entity, Deponent is a corporate officer, partner, or representative with personal knowledge of the matters stated in this Affidavit and authority to bind the corporation, partnership, or other legal entity with respect to such matters).

That no one other than the Deponent, or the party (if any) purchasing the property as part of this transaction, is in possession of the property, or claims or has the right of possession of the property; and there is no written or oral lease, tenancy, or rental agreement affecting the property.

That the property is free and clear of unpaid debts, security deeds, mortgages, liens, encumbrances, judgments, and contracts, or other matters which constitute a lien on the property.

That there is no outstanding debt for equipment, appliances, improvements, or fixtures attached to the property.

That all ad valorem taxes on the property, including state, county, and municipal taxes and assessments, coming due prior to the date hereof have been paid in full.

That the lines and corners of the property are clearly marked, that there are no disputes concerning the location of the lines and corners, that the property is free from easements or claims of easement not shown by the public records, and that an undisputed right of access to the property exists from a public road.

That all improvements erected on the property or intended to be conveyed to the Grantee are situated wholly within the boundaries of the property, that there are no encroachments upon the property by structures or improvements of adjoining landowners, and that there are no violations of any sideline or setback lines or of any other restrictions or covenants of record affecting the property.

That there are no pending suits, proceedings, judgments, bankruptcies, liens, or executions against the Deponent, either in the aforesaid county or any other county in the State of Georgia or in any Federal Court.

That Deponent has no knowledge of any street, sidewalk, drainage, or utility improvements which are either proposed, under construction, or recently completed which pass through or about the property, or of any condemnation action which has been instituted or proposed with respect to any portion of the property.

That to the best of Deponent's knowledge and belief, no termites or any other wood-destroying organisms are now infesting the property, and that any such organisms which have infested the improvements on the property in the past have been treated and there is no substantial resulting unrepaired damage.

That there have been no improvements or repairs made on or to the property, or services, including services of architects, surveyors, foresters, engineers, real estate brokers, or other professionals, performed on or with respect to the property within three (3) months prior to this date; or, if any such improvements, repairs, or services have been made or performed, then the agreed price or the reasonable value of all labor, services and materials has been paid in full to all persons or parties who have provided any such labor, services or materials and

there are no outstanding debts which could constitute a materialman's lien against the property. This Affidavit is made in accordance with O.C.G.A. Section 44-14-361.2, and may be relied upon by any purchaser to whom an interest in the property is being conveyed, or any lender making any loan secured by an interest in the property, any title insurance company insuring any interest in the property, or attorney transferring title.

That the Deponent is not a foreign person as defined in the Agriculture Foreign Investment Disclosure Act of 1978.

That no part of the property has been used for the production, treatment, storage, or disposal of hazardous substances or petroleum; that there is neither asbestos nor any underground storage tank located on the property; that there are no environmental actions pending or threatened against Deponent; that no environmental audits have been prepared concerning the property; and that Deponent does not know and has no reason to know that any hazardous substance which is the subject of a release or threatened release into the environment has been disposed of on, in, or at the property.

Each person who signs this affidavit shall be deemed a "Deponent."

These representations shall survive the transfer of title to the property.

Any exceptions to the above representations are as follows:

NONE

[Signature of Deponent]

Sworn to and subscribed before me this
____ day of _____, 2017.

Notary Public

EXHIBIT C

PERMITTED TITLE EXCEPTIONS

1. State, county, and municipal ad valorem taxes for the current year, and subsequent years.
2. Bulloch County or City of Statesboro zoning ordinances.
3. Existing easements of record.