

INVITATION TO BID

PROPOSED SALE OF ±2.029 ACRES OF REAL PROPERTY LOCATED ON GA HWY 98 EAST CITY OF DANIELSVILLE, GEORGIA

Issue Date: Tuesday, December 16, 2025,

CITY OF DANIELSVILLE, GEORGIA
10 Government Cir
DANIELSVILLE, GA 30633
PHONE: (706) 795-2189
ATTN: KIMBERLY DAVIS, CITY CLERK

**PROPOSALS WILL BE RECEIVED UNTIL 2PM, ON THURSDAY, JANUARY 16,
2026.**

BIDS ARE TO BE SEALED AND MAILED VIA USPS, FEDEX OR UPS TO THE ABOVE ADDRESS OR HAND DELIVERED TO THE CITY CLERK'S OFFICE LOCATED AT 10 Government Cir, DANIELSVILLE, GA 30633. BIDS SHOULD BE SENT TO THE ATTENTION OF KIMBERLY DAVIS, CITY CLERK AND MARKED "BID – 371 AND 385 HWY 98 EAST PROPERTY"

In accordance with O.C.G.A. § 36-37-6, the City of Danielsville, Georgia (the “City”) invites members of the general public to submit sealed bids for the purchase of City-owned real property located at 371 & 385 Hwy 98 East Danielsville, Georgia (the “Property”).

A. Description of Property

- a. *See Exhibit 4*

Tax Parcel ID No. D001 158, D001 159, & D001 160

B. General Information

- a. This invitation for sealed bids and supporting documents are available on the City of Danielsville Website via the following link: danielsvillega.com
- b. Inquiries regarding bid requirements shall be submitted via email and directed to:
Kimberly Davis, City Clerk
kdavis@cityofdanielsville.us

C. Terms and Conditions Applicable to Sale

- a. The Property is being offered and will be sold “as is,” “where is” and “with all faults” and will be conveyed by Quit Claim Deed only. Further, the Property will be sold under the terms and conditions of a Real Estate Sales Contract executed by the City and the successful bidder. Said Contract shall contain covenants and obligations that may survive the execution and delivery of the Quit Claim Deed and the closing of the Property.
- b. At the time of the submission of the offer, the Bidder must submit earnest money in certified funds made payable to the City in the amount of 10 percent of the bid amount. The earnest money of all unsuccessful bidders shall be returned immediately upon the completion of the bid evaluation and acceptance by the City.
- c. At the time of the submission of the offer, the Bidder must provide evidence of availability of funds from a banking institution (Proof of Funds). A mortgage or loan commitment does not constitute Proof of Funds for purposes of this transaction.
- d. Any and all due diligence and property inspections must be completed before the date of the bid opening as no provision is made for a due diligence period once bids have been opened.
- e. Funds shall be collected from the successful Bidder at the closing in the form of a cashier’s check, wire transfer or bank-issued certified check.
- f. All closing costs, including the City’s attorney’s fees, shall be borne by the

successful Bidder and shall be paid at closing. The successful Bidder can select the closing attorney of their choice. Closing by attorney may not be required if the transaction is an all-cash sale.

D. Preparation and Submission of Bids

- a. Bidders should submit one (1) original bid and it must be submitted in accordance with the following instructions:
 - i. Include in the bid:
 1. Bid Schedule (must use the form attached)
 2. Real Estate Sales Contract (must use the form attached)
 3. Non-collusion Affidavit (must use the form attached)
 4. Proof of Funds
 5. Earnest Money Deposit
 6. Evidence of Authority to sign (when applicable)
 - ii. Documents shall be signed and dated in blue ink. All blank spaces must be typed or handwritten in blue ink. All dollar amounts must be in both words and figures. In the event of a discrepancy, bid amounts written in words shall prevail over the amount written in figures. Any corrections to any entry must be lined out and initialed by the Bidder. The use of correction tape or fluids is prohibited.
 - iii. In cases where the Bidder is a company or organization, bids shall be signed by hand by an officer or principal of the Bidder with the authority to execute a Real Estate Sales Contract. Joint ventures, consortia, associations or partnerships shall be treated the same. Evidence of the signatory's authority to sign and a listing of the full names and addresses of all participants in the joint venture, consortium, association or partnership shall be attached to the Bid submittal, together with either (i) a copy of LLC certification of organization and operating agreement or resolution showing the signer's authority to sign and bind the Bidder, or (ii) a copy of the certificate of incorporation of the corporate Bidder and a corporate resolution designating officers with authority to sign and bind such corporate Bidder.
 - iv. Bids must be sealed and clearly marked with the Bidder's name and address and the following identification: "Bid – 371 & 385 Hwy 98 East Property."
 - v. Bids shall be addressed and delivered to:

CITY OF DANIELSVILLE, GEORGIA
10 GOVERNMENT CIR
DANIELSVILLE, GA 30633
ATTN: KIMBERLY DAVIS, CITY CLERK

E. Withdrawal of Bids

- a. Bids may not be withdrawn once they have been received and opened by the City.

F. Bid Opening

- a. Bids shall be opened publicly at 7pm on January 27, 2026 at the location identified on the coverage page of this Invitation for Sealed Bids. The name of each Bidder and the amount of each bid shall be read aloud.
- b. Any bid received after 2pm on January 16, 2026 shall not be considered. Bids must be mailed or delivered to the City Clerk's Office. Bids submitted by fax or email will not be accepted. It shall be the sole responsibility of the bidder to have his/her bid delivered to the City Clerk's Office on or before the stated date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's Office. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return to the bidder upon his/her request and at his/her expense.

G. Right to Reject Bids

- a. The City reserves the right to reject any and all bids and to cancel the sale at any time prior to closing. Any and all bids may be rejected if they are deemed in the judgment of the City to be non-responsive to the Invitation for Sealed Bids.

H. Applicable Law

- a. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City shall apply.

I. Basis of Award

- a. The award shall be made in accordance with the provisions of the Invitation for Sealed Bids. The award shall be made to the most responsive and responsible bidder. All bids shall be rejected if they are deemed in the judgment of the City to be non-responsive to the Invitation for Sealed Bids.
- b. For purposes of this paragraph, a "responsive bidder" is a bidder who has submitted evidence that satisfies the City that he/she has the capacity to complete the purchase of the Property.
- c. For purposes of this paragraph, a "responsible bidder" is a bidder who has submitted a complete bid that includes all documents as set forth herein, without irregularities, exclusions, special conditions or alternatives unless specifically requested in the Invitation for Sealed Bids.

J. Return of Earnest Money to Unsuccessful Bidders

- a. Upon completion of the bid evaluation by the City and formal bid award by the City Council, all bidders shall be notified that a successful bidder has been selected. At that time, return of earnest money shall be made to all unsuccessful bidders by certified mail.

K. Notice of Award and Closing

- a. Upon completion of the bid evaluation by the City and formal bid award by the City Council, the City shall send the successful bidder a Notice of Award and request the preparation of a Quit Claim Deed by the closing attorney.
- b. After the Quit Claim Deed has been prepared, it will be presented along with the Purchase Contract to the Mayor and City Council for approval and execution. At that time, the City will direct the closing attorney to provide instructions to the successful bidder in all matters related to the closing, including time and date of the closing and the type and amount of funds to be collected at the closing, if necessary.
- c. Upon the completion of the transaction, the City will distribute any documents and cause the deed to be recorded in the office of the Superior Court Clerk for Madison County.
- d. It is anticipated that the City Council will consider a bid award at its meeting on Monday, January 27, 2026. It is anticipated that closing would take place shortly after that date.

L. The City's Rights upon Failure of Successful Bidder to Close

- a. If a closing is necessary, in accordance with the terms set forth in this Invitation for Sealed Bids under this subdivision, the City shall, as may be necessary, pursue its rights upon the failure of the successful bidder to close the transaction for which Notice of Award has been made. If for any reason the successful bidder fails to close within 30 calendar days of the Notice of Award, i.e., render full payment of the consideration upon which the bid was awarded, such failure shall be construed as a refusal to pay the consideration due the City under the terms of the Real Estate Sales Contract and Invitation for Sealed Bids and as a refusal to accept the City's deed. The City shall, at its option, retain the earnest money deposit and have the right 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 City is successful in enforcing its right to specific performance, the City may demand that the successful bidder pay the City's reasonable attorney's fees incident thereto.

M. Successful Bidder's Rights upon Failure of City to Close

- a. Subject to the City's rights to reject any and all bids, the City shall tender a duly executed Quit Claim Deed conveying the land or interest in the Property offered by it for sale within 30 calendar days after its Notice of Award to the successful bidder. Failure by the City to close and deliver such Quit Claim Deed within the 30-day period shall entitle the successful bidder to refuse to close the transaction by giving written notice of such action to the City Clerk. Upon receipt of such written notice of refusal, the City shall cancel the transaction and return all earnest money to the successful bidder. Neither the City 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.

N. All Cash Sale

- a. In the event that the successful bidder has sufficient funds on hand to provide for an all cash sale, a closing may not be required. In such event, the Quit Claim Deed will be delivered upon the full exchange of funds and any attorney's fees, not to exceed \$2,500, will be the responsibility of the successful bidder. The maximum attorney's fees are capped only for an all cash sale.

Exhibit 1 – Bid
Form

Sealed Bid for Proposed Sale of Real Property: Hwy 98 East Property

Bidder's Name or Legal Business Name:

My Bid to Purchase this property is \$ _____ (in numbers).

\$ _____ (in words).

Enclosed is my earnest money deposit in certified funds in the amount of \$ _____
which is equal to 10% of my bid amount.

In submitting this bid, the bidder acknowledges the following:

- Sale of the above-referenced property will be to the highest responsive and responsible bidder.
- Bids may not be withdrawn once they have been received and opened by the City of Danielsville.
- The above-referenced property is being sold "as is" "where is" and "with all faults" and will be conveyed by Quit Claim Deed only.
- Any structures on site have not been tested for hazardous materials. It is possible that any such structures do contain hazardous materials including, but not limited to, asbestos and lead paint.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to the City of Danielsville in the amount of 10% of the bid amount.
- 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 (Proof of Funds).
- Any and all due diligence and property inspections should be completed before the date of the Bid Opening since no provision is made for a due diligence period once bids have been opened.
- Funds shall be collected from the Successful Bidder at closing in the form of cash, cashier's check, wire transfer, or bank issued certified check.
- All closing costs, including the City of Danielsville's attorney's fees, shall be borne by the Bidder and shall be paid at closing, if required.
- Successful Bidder must close on the above-referenced property in accordance with the terms and conditions of the Real Estate Sales Contract and the Invitation for Sealed Bids.
- The Real Estate Sales Contract shall contain covenants and obligations that shall survive the execution of the Quit Claim Deed and the closing of the above-referenced property.

Bidder's Address: _

Phone Number: _____ Email Address: _____

Bidder's Title (if appropriate): _

Bidder's Signature: _____ Date: _____

Exhibit 2 - Real Estate Sales Contract

Sealed Bid for Proposed Sale of Real Property: Hwy 98 East Property

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: *See exhibit 4.*

Tax Parcel ID No. D001 158, D001 159, & D001 160
(collectively, the "Property").

The Purchase Price of the Property shall be:

\$ _____

2. Cash Sale. This is a cash transaction with no contingencies for financing allowed and Purchaser shall pay all closing costs including the cost of the City of Danielsville's attorney's fees.
3. Earnest Money. A good faith deposit of U.S. Dollars in certified funds in the amount of \$ _____ (10% of the bid amount) is herein paid as a part of this Bid and shall be treated as Earnest Money. The amount of the good faith Earnest Money deposit shall be applied toward the Purchase Price at closing. Disbursement of Earnest Money: the City of Danielsville may (i) disburse the Earnest Money to Buyer if contract is not accepted, unless that issue is disputed; (ii) disburse the Earnest Money for credit to Buyer at Closing; (iii) disburse the Earnest Money pursuant to a separate written agreement signed by the parties, agreeing to the terms of disbursement of the Earnest Money; (iv) disburse the Earnest Money upon order of a court or arbitrator which has jurisdiction over the matter; or (v) if the Contract has been terminated or Closing has failed to occur, no more than thirty (30) days after the date of the Notice of Award, the City of Danielsville shall notify all parties of its disbursement decision. Upon receipt of said decision, the buyer shall have ten (10) days to object to the disbursement. After receipt of a party's objection, the City of Danielsville may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.
4. Seller will convey to Purchaser title to the Property by Quit Claim Deed.
5. 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 or before the time the sale is consummated. Seller shall deliver possession of the Property to Purchaser at time of closing.
6. 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.

7. Time is of the essence of this agreement. This agreement and all Terms, Conditions and provisions of the Invitation for Sale by Sealed Bid constitute 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 Purchaser.
10. This instrument shall be regarded as a binding contract upon execution by the City of Danielsville.
11. 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 (City of Danielsville, Georgia):

Signed, sealed and delivered this _____ day of _____ in
the year of _____.

By: _____
Michael Wideman, Mayor

Attest: _____
Kimberly Davis, City Clerk

Notary Public: _____

[Notary Seal]

APPROVED AS TO FORM:

Dale R. "Bubba" Samuels
City Attorney

PURCHASER:

Print Name Here: _____

Signature: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Email Address: _____

Date of Execution: _____

Exhibit 3 - Non-Collusion Affidavit of Bidder/Offeror

STATE OF GEORGIA

COUNTY OF _____

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____, certify that, pursuant to City of Danielsville policies, this bid or proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid or proposal 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. § 36-91-21(d) and (e), it 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 proposal for offer for the property by any means whatsoever nor has Affiant caused or induced another to withdraw a bid or proposal for the property.

(BIDDER OR COMPANY NAME)

By Its: (TITLE/AUTHORITY) (not applicable if bidder is an individual)

Notary Public:

County:

My Commission Expires:

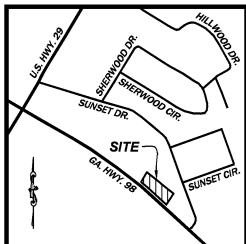
Note: If the Bidder/Offeror is a partnership, all of the partners and officers, agents, or other persons who have represented or acted on behalf of them in bidding or procuring the contract shall also make this oath.

If the Bidder/Offeror is a corporation, all officers, agents or other persons who may have acted for or represented the corporation in bidding or procuring the contract shall also make this oath.

**Exhibit 4 – Property
– Tax Parcels ID No.
D001 158, D001
159, & D001 160**

E-Filed By:
Madison County Clerks Office
Clerk of Courts Katie Cross
06/25/2025 11:33 AM
Plat Book: 02025
Page: 0089
\$10.00 Base Filing Fee

THIS BLOCK IS RESERVED FOR
THE CLERK OF SUPERIOR COURT

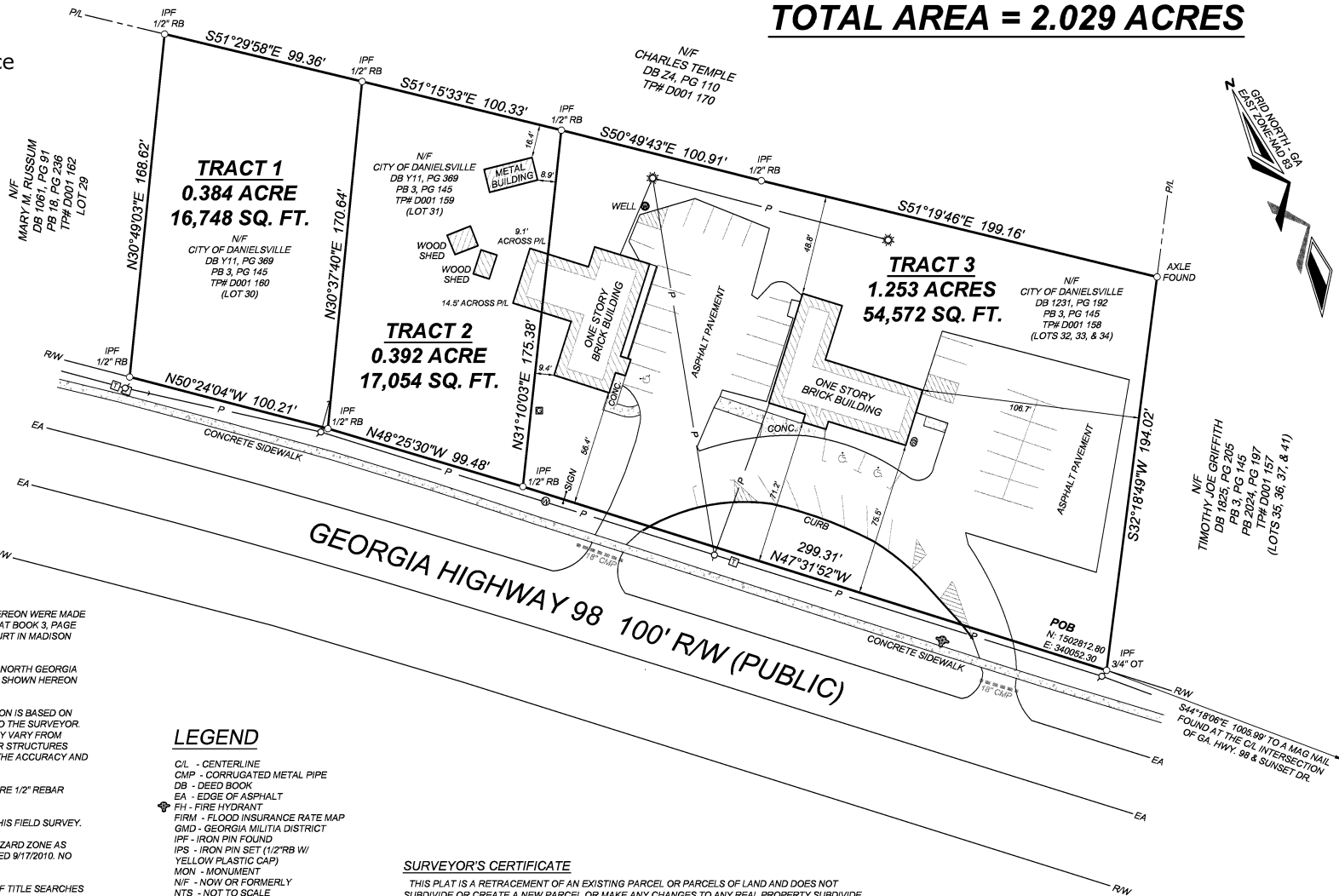


LOCATION MAP
NOT TO SCALE

NOTES:

1. REFERENCES FOR THE BOUNDARY INFORMATION SHOWN HEREON WERE MADE TO: DEED BOOK Y11, PAGE 369, DEED BOOK 1231, PAGE 192, PLAT BOOK 3, PAGE 145. ALL RECORDS ON FILE WITH THE CLERK OF SUPERIOR COURT IN MADISON COUNTY, GEORGIA.
2. HORIZONTAL DATUM SHOWN HEREON IS ORIENTED TO GRID NORTH GEORGIA EAST ZONE, NAD 83 DATUM. THEREFORE BOUNDARY CALLS AS SHOWN HEREON MAY VARY FROM RECORD BOUNDARY INFORMATION.
3. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON ABOVE GROUND STRUCTURES AND INFORMATION SUPPLIED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY EXIST. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY AND COMPLETENESS OF THE LOCATIONS SHOWN HEREON.
4. ALL PROPERTY CORNERS SHOWN WITH IPS (IRON PIN SET) ARE 1/2" REBAR WITH PLASTIC CAP MARKED WITH GEORGIA COA LSF #000994.
5. THERE WERE NO WETLANDS DELINEATED AT THE TIME OF THIS FIELD SURVEY.
6. THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE AS IDENTIFIED ON FIRM COMMUNITY PANEL No. 13195C0139C, DATED 9/17/2010. NO FLOOD STUDY WAS PERFORMED BY EARTH LAND SURVEYING.
7. NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF TITLE SEARCHES WERE SUPPLIED TO THE SURVEYOR. THERE MAY BE OTHER MATTERS OF RECORD THAT AFFECT THIS PROPERTY.
8. FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED WITH A TRIMBLE S8 TOTAL STATION. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42,656 FEET AND AN ANGULAR ERROR OF 06 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 188,364 FEET.
9. THE LAST DAY OF FIELD WORK WAS 6/03/2025.
10. ALL DISTANCES AND CORRESPONDING AREA CALCULATIONS, AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.
11. THE ROAD RIGHT-OF-WAY SHOWN HEREON IS BASED ON PLATS & DEEDS.

DATE: JUNE 17, 2025			
REVISION NO.	DESCRIPTION	DATE	
SURVEYED: DW	DRAWN: JRW		
CHECKED: GSH	APPROVED: GSH		
PROJECT # 25201			



LEGEND

- CL - CENTERLINE
- CMP - CORRUGATED METAL PIPE
- DB - DEED BOOK
- EA - EDGE OF ASPHALT
- FH - FIRE HYDRANT
- FIRM - FLOOD INSURANCE RATE MAP
- GMD - GEORGIA MILITIA DISTRICT
- IPF - IRON PIN FOUND
- IPS - IRON PIN SET (1/2\"/>

SURVEYOR'S CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY SUBDIVIDE BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATE A NEW PARCEL OR PARCELS ARE STATED HEREON. **RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.** FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GARY S. HARVIN, JR., REGISTERED GEORGIA LAND SURVEYOR #3105
7973 HIGHWAY 172, COMER, GA. 30629
PHONE: (678) 640-5500
DATE: 6/17/2025



RETRACEMENT SURVEY FOR
CITY OF DANIELSVILLE
CITY OF DANIELSVILLE
G.M.D. 204
MADISON COUNTY, GEORGIA
TAX PARCELS # D001 158, D001 159, & D001 160

SURVEY PREPARED BY:

EarthPro
LAND SURVEYING

7973 HIGHWAY 172
COMER, GA. 30629
OFFICE: 678-640-5500
FAX: 706-510-2620
EMAIL: gh@earthprolandsurvey.com
GEORGIA RLS #3105
GEORGIA COA LSF #000994

NOTE: SURVEY NOT VALID UNLESS
SIGNED ACROSS SEAL.

SHEET 1 OF 1