For Sale

SEALED BID OFFERING

\_2901 1st Avenue, Columbus, GA 31904\_\_\_\_\_(address)

Columbus, Muscogee County, Georgia

Submit Sealed Bids to:

Historic Columbus Foundation, Inc.

Attn: Sealed Bid – 2901 1st Avenue

P.O. Box 5312

Columbus, Georgia 31906

Deadline: \_\_April 22, 2022, 12:00pm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPERTY INFORMATION**

Location: City Village (Bradley Circle), 2901 1st Ave., Columbus, GA 31904

Zoned: Currently Zoned \_\_RMF2\_\_\_\_

Details: 1,691 SF, built 1922, gutted duplex, new roof and ext. paint

Easements:

Historic Columbus will hold a façade easement on the property ensuring the exterior façade of the home is kept in good condition and significant changes to the exterior of the property are in keeping with the historic character of the property.

 **SALE TERMS**

All offers to be considered must be:

(1) In writing in the form attached hereto as ''Offer to Purchase Real Estate'' and

(2) Accompanied with an earnest money deposit of five percent (5%) of the offer price in the form of a Certified or Cashier's Check, and

(3) **Received in a sealed envelope by Historic Columbus Foundation, 1440 2nd Avenue, Columbus, Georgia, 31901. Mailing Address:**

 **P.O. Box 5312, Columbus, Georgia 31906.**

 **DEADLINE April 22, 2022 by 12:00 P.M..**

(4) Bids shall be opened at 9:00 a.m., \_Monday, April 25\_, 2022 at the Rankin House (HCF office).

(5) The property is offered on an "AS‑IS" basis.

(6) All prospective purchasers should inspect the property before tendering offers. To schedule a showing, please call 706-322-0756 or email justin@historiccolumbus.com.

(7) Seller reserves the right to reject any or all offers/bids, for any reason, including those that it considers to be inadequate and to waive any deviation from the form. Earnest Money checks will be returned to the Purchaser in the event the Bid is not accepted by Seller.

Contact: Historic Columbus Foundation, Inc.

Justin Krieg (706)566-1131

P.O. Box 5312

Columbus, Georgia 31906

**OFFER TO PURCHASE REAL ESTATE**

The undersigned, hereinafter “Purchaser”, offers to purchase certain real estate and improvements from Historic Columbus Foundation, Inc. (“Seller”) upon the following terms and conditions.

RECITALS

WHEREAS, the Seller acquired the Property in furtherance of its charitable purposes; and

WHEREAS, the Seller’s Board of Directors has resolved to sell the Property at public bid reserving the right to reject any and all offers that it considers inadequate or which fail to conform to the Bid Package form of offer; and

WHEREAS, the Purchaser, desiring to make an offer for the purchase of the Property, hereby agrees to be bound by the terms and conditions hereinafter stated;

NOW THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

ARTICLE I

Property to be Sold

The property which is the subject of this Offer consists of fee title to the real estate legally described in Exhibit “A” attached hereto and made a part hereof (the “Property”) subject to a Façade Easement in the Form attached hereto as Exhibit “C”.

ARTICLE II

Purchase Price

(Minimum bid $50,000.00)

The purchase price of the Property shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), hereinafter “Purchase Price”.

[Initials of Purchaser: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

ARTICLE III

Payment of Purchase Price

The purchase price of the Property shall be paid as follows:

(A) Earnest money. Five percent has been paid by cashier's or certified check to Seller upon the execution and delivery of this offer by Purchaser. This payment shall constitute the Earnest Money for all purposes of this Agreement which shall be applied toward the Purchase Price at Closing. No interest shall accrue or become payable on the Earnest Money payment.

(B) Balance. The balance of the purchase price, plus or minus prorations, shall be paid to Seller at Closing by cashier's or certified check.

ARTICLE IV

Conveyance of the Property

The Property shall be conveyed by Limited Warranty Deed, wherein Seller shall convey to Purchaser all of its interest in the Property subject to Permitted Exceptions (hereinafter defined).

ARTICLE V

Title to the Property

The Property shall be conveyed, as it then is, subject to the following “Permitted Exceptions”:

(A) General real estate taxes to the extent that they are not due and payable at the date of closing;

(B) Zoning and building laws, ordinances and regulations; and

(C) Those matters identified on Exhibit “B” attached hereto and by reference made a part hereof.

ARTICLE VI

Title Insurance and Survey

Seller shall have no obligation to provide Purchaser with any title insurance or any Commitment for title insurance, but Seller shall cooperate with Purchaser with respect to furnishing information in Seller's possession relative to the Property's title. All certifications of title or insurance of title shall be at Purchaser's expense.

Purchaser shall have until the time of closing within which to have Seller's title examined. Should Purchaser's title examination reveal any legal defects in title other than the Permitted Exceptions, Purchaser shall furnish Seller with a written statement of such legal defects. Seller shall have twenty (20) days after receipt of such objections to satisfy all valid title objections, and if Seller fails to satisfy such objections within said twenty (20) day period, then, at the option of Purchaser, evidenced by written notice to Seller given within ten (10) days after the expiration of said twenty (20) day period, Purchaser may (i) choose to rescind this Agreement and receive the return of the Earnest Money, or (ii) elect to close the purchase of the Property and receive the deed required herein from Seller irrespective of such title objections without reduction of the purchase price. The closing date hereof may be extended as necessary to comply with this Paragraph 3(b).

ARTICLE VII

Tests

From and after Purchaser’s execution and submittal of this Agreement, Pur­chaser and its agents, employees and contractors shall have the right, upon prior notice to the Seller, to enter the Property for the purpose of making boundary line and topographical surveys, soil tests and such other tests, analyses and investigations as Purchaser may deem necessary or desirable, so long as said work does not interfere with Seller's continued use and occupancy of the Property. Pur­chaser shall pay all costs of such tests, analyses, surveys and inves­tigations. In addition, Purchaser shall, upon completion of any such tests, restore the Property to the same or better condition as existed prior to such tests and shall hold harmless and indemnify Seller for all claims, damage or liabilities (including reasonable attorney's fees) resulting from activities of the Purchaser, its agents and employees and contractors and from and against all mechanics', materialmen's or other liens resulting from the conduct of Purchaser, its agents, employees and contractors.

ARTICLE VIII

Condemnation

If any governmental or other entity with condemnation authority institutes any eminent domain proceeding against the Property prior to the closing, Purchaser may terminate this Agreement by giving written notice to Seller within 15 days of receipt of notice of such proceedings from Seller, but in any event at least 1 day prior to Closing. If Purchaser does not terminate this Agreement, Seller shall assign to Purchaser, at closing, all of Seller's interest in the proceeding and in any resulting award.

ARTICLE IX

Closing and Possession

This transaction shall be closed within thirty (30) days of Seller’s acceptance of this Offer at the offices of Page, Scrantom, Sprouse, Tucker & Ford, P.C., 1111 Bay Avenue, 3rd Floor, Columbus, Georgia, unless both Seller and Purchaser agree otherwise (the “Closing”). The Closing date and time shall be designated by Purchaser not later than three (3) days prior to the date of Closing.

Possession of the Property shall be delivered to Purchaser at closing subject to the Permitted Exceptions.

At the Closing, Seller shall convey the Property to Purchaser by delivery to Purchaser of a duly executed limited warranty deed in proper form for recording. The parties shall each execute and deliver such closing statements, affidavits and other documents necessary to consummate the sale and purchase of the Property pursuant to the terms of this Agreement.

ARTICLE X

Prorations and Closing Costs

All items customarily prorated and adjusted in connection with the closing of the sale of property similar to the Property shall be prorated and adjusted between the parties and computed as of the day immediately preceding the closing date. Such prorations and adjustments shall include general real estate taxes.

 Seller shall pay for the preparation of the deed and the Georgia transfer tax imposed on the conveyance. Purchaser shall pay the cost of recording said deed, title examination and, if title insurance is desired by Purchaser, any title insurance premiums and all other closing costs and prepaid items. All real estate ad valorem taxes for the year in which the closing occurs shall be prorated as of the date of Closing. If the Closing shall occur before the tax rate is fixed for the year in which the closing occurs, such taxes shall be apportioned on the basis of the tax rate for the preceding tax year applied to the latest assessed valuation. If such apportionment shall be incorrect based upon the actual tax bill when issued, the party receiving the excess proration shall, upon demand, reimburse the other to correct the malapportionment. The provisions of this Paragraph 5(c) shall survive the Closing.

ARTICLE XI

Representations and Covenants

Purchaser represents and warrants to Seller that the execution and delivery of this Agreement by Purchaser has been duly authorized, and that the Agreement creates legally enforceable obligations as to Purchaser in accordance with its respective terms.

Seller has not engaged the services of any broker, consultant, agent or finder in connection with this transaction. Purchaser shall therefore pay all fees, commissions or other compensation which shall be or become due and payable to any broker, consultant, agent, or finder in connection with this transaction. Purchaser shall also indemnify and hold Seller harmless from and against all claims, demands, actions, causes of actions, debts, liability, judgments, and damages (including costs and reasonable attorneys' fees, including those incurred by Seller connection with the enforcement of this indemnity) which are asserted or recovered against Seller on account of any brokerage fee, consulting fee, commission or other fee arising out of or in connection with this transaction, or by reason of any matter or alleged matter which is inconsistent with the Purchaser's representations in this Article.

The parties expressly agree that the Property is sold on an "as is" basis only. Purchaser has examined, or been afforded ample opportunity to examine, the Property and is completely satisfied with its condition. Seller does not make any warranties and/or representations, express or implied, as to the state of the Property, environmental or otherwise, matters of zoning or survey, or in any other respect, and makes no agreement as to the condition of title except as expressly provided. Seller has not undertaken, made, or commissioned any environmental surveys, and Seller makes no warranty, either express or implied as to environmental matters affecting the Property. Purchaser waives all rights conferred by statute or other law to make any claims against Seller before or after the closing of this transaction with respect to any matter arising out of or in connection with any of the foregoing.

This Agreement, and/or any interest of Purchaser hereunder, may not be assigned in whole or in part without Seller's prior written consent.

This Agreement shall not be recorded in whole or in part, and any party doing so or causing same to be done shall be deemed to be in default of this Agreement for all purposes hereof.

 ARTICLE XII

 Default

If Seller defaults, Purchaser may enforce specific performance of this Agreement, or may terminate the same and recover the Earnest Money and all other payments made on account of the purchase price. The preceding remedies shall be exclusive and in lieu of all other remedies provided by law, including, without limitation, the recovery of damages of any type.

If Purchaser defaults, Seller may enforce specific performance of this Agreement, or may terminate it and retain the above Earnest Money payment of 5 percent of the purchase price as Seller's liquidated damages. Neither party shall then have any further right or claim against the other.

ARTICLE XIII

Miscellaneous

This instrument contains the entire Agreement between the parties. Neither Seller nor its agents has made any representation or promise with respect to, or affecting the Property or this Agreement not expressly contained herein.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Seller shall hold the Earnest Money payment and the original of this Agreement for the mutual benefit of the parties, but Purchaser's Earnest Money checks shall not be negotiated before the date of the approval referred to in Article XII of this Agreement.

Time is expressly declared to be of the essence of this Agreement.

All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at the addresses listed below their respective signatures.

The terms and conditions of this Agreement, and all representations, covenants, warranties, and agreements made herein, shall survive the closing of this transaction, and shall not be deemed to have merged or terminated upon closing.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in one or more counterparts, each of which shall be deemed and original but all of which together shall constitute one and the same instrument.

Tenant, if any, shall have at least sixty (60) days notice from date of closing to vacate property.

If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended, or otherwise changed in any manner except by a writing executed by the party so to be charged. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(NO FURTHER TEXT ON THIS PAGE)

ARTICLE XIV

Acceptance by Seller

This offer to purchase shall be irrevocable until Seller accepts or rejects the same prior to 5:00 P.M., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022. Upon its acceptance by Seller, this offer shall constitute the agreement between the parties upon all of the terms and conditions contained herein. If Seller does not accept this offer by the above date and time, it shall be deemed rejected and the Earnest Money paid hereunder shall be returned to Purchaser.

PURCHASER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Purchaser]

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Purchaser, or authorized Officer]

Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Attesting Officer, if applicable]

Date of Offer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Purchaser:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SELLER: HISTORIC COLUMBUS FOUNDATION, INC.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ CORPORATE SEAL]

Date of Acceptance:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Seller: P.O. Box 5312

Columbus, GA 31906

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT “B”

SCHEDULE OF PERMITTED EXCEPTIONS

1. Façade Easement

 EXHIBIT “C”

 PREPARED BY AND RETURN TO:

Robert M. McKenna

Page, Scrantom, Sprouse,

 Tucker & Ford, P.C.

1143 3rd Avenue

Columbus, Georgia 31901

 FACADE EASEMENT

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_ residents of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "Owner", and HISTORIC COLUMBUS FOUNDATION, INC., a non‑profit corporation organized under the laws of the State of Georgia, hereinafter referred to as the "Foundation";

 W I T N E S S E T H :

WHEREAS, the Foundation is, among other things, actively involved in the preservation of historic buildings and structures in Columbus, Georgia; and

WHEREAS, the Foundation, contemporaneously herewith is conveying to Owner a house and lot known as number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "House"), more particularly described on Exhibit “A” attached hereto and made a part hereof (the "Land"); and

WHEREAS, the Foundation has made a substantial investment in the House; and

WHEREAS, the design, structure and facade of the House are of unique architectural and historical character; and

WHEREAS, the Foundation is willing to convey the House to Owner only upon the condition that the unique architectural and historical character of the House be preserved by Owner;

NOW, THEREFORE, in consideration of the premises and the sum of Ten ($10.00) Dollars in hand paid by the Foundation to Owner, Owner hereby grants and conveys to the Foundation the right to the preservation and retention of the unique architectural and historical character of the House, to have and to hold the said right to the Foundation, its succes­sors and assigns forever, and in pursuance thereof, Owner hereby cove­nants and agrees as follows:

 That from and after the date hereof, in perpetuity (the “Easement Period”) Owner shall not make any changes in or alterations, repairs or improvements or additions to, nor shall Owner remove any portion of, the facade of the House which in any way affects or requires work to be performed on any exterior portion or feature of the facade of the House, or which changes the external physical appearance of the facade in any way, without the prior written approval of the Foundation. Any request for changes in the facade of the House shall be in writing and shall be acted upon within sixty (60) days after written submission thereof to the Foundation. Failure to act by the Foundation within said sixty (60) day period shall be construed as an approval of such appli­cation. This provision includes, without limitation, signage and all forms of graphic business identification that could be attached or applied to the facade of the House.

 During the Easement Period Owner will retain and maintain the facade of the House intact in the design and character that now exists and will at all times maintain the facade in good condition and repair subject to the provisions of Paragraph 1 above.

 For purposes of this instrument, the term "facade" is the exterior of the House which includes all exterior architectural and construction features, including, without limitation, structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences, and other decorative features.

 The provisions of this Indenture shall be a covenant running with the Land, shall inure to the benefit of the Foundation, its succes­sors and assigns, and shall be binding upon the heirs, personal rep­resentatives, successors‑in‑title, and assigns of Owner.

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal on the day and year first above written.

OWNER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(L.S.)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed, sealed and delivered,

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unofficial Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Comm. Exp. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notarial Seal)

FOUNDATION:

HISTORIC COLUMBUS FOUNDATION, INC.

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director

\*Signature by Executive Director without attestation authorized by corporate resolution

(CORPORATE SEAL)

Signed, sealed and delivered,

in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unofficial Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Comm. Exp. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Notarial Seal)

EXHIBIT “A”





The above described property is conveyed subject to all valid and enforceable restrictive covenants and easements of record applicable thereto.