



Chairman, John Reidelbach, District 4
Paul Poole, District 1
Bill McKenzie, District 2
Bob Blackburn, District 3
Al Smith, District 5
Michael D. Fouts, County Administrator

**INVITATION FOR SEALED BIDS:
PROPOSED SALE OF REAL PROPERTY**

Property known as:

Tax Parcel Number 124 1055 003, Lullwater Subdivision, 22.733+/- acres, LL 55 1st LD

Date of Bid Opening: Thursday, January 16, 2025

Time of Bid Opening: 3:00 p.m.

Location of Bid Opening: Coweta County Commission Chambers
37 Perry Street, 2nd Floor
Newnan, Georgia 30263

Bid Contact: Michael Fouts
Coweta County Administration Building
22 East Broad Street
Newnan, Georgia 30263
mfouts@coweta.ga.us

Bidder's Instructions

In accordance with O.C.G.A. 36-9-3(a), Coweta County, Georgia ("County") invites members of the general public to submit sealed bids for the purchase of County-owned real property located in the subdivision known as "Lullwater," 22.733+/- ACS LL 55 1st LD (the "Property").

A. Description of Property:

Tax Parcel Number 124 1055 003, 22.733+/- acres, LL 55 1ST LD (This is vacant land. There is no address)

B. The minimum bid amount County will accept is: \$130,434

C. Restrictions to be placed upon property at time of conveyance from County via quit claim deed:

1. No more than one (1) single-family dwelling may be permitted and constructed on the property with access from Lullwater Place.
2. If a single-family dwelling is constructed on the property, it shall be served only by a septic system and not by sewer.
3. If the property is subdivided, the one (1) permitted single-family dwelling must maintain a minimum lot size of eighteen (18) acres, and no further permits for residential dwellings shall be issued on subsequent tracts split from the property.

D. General Information

1. This invitation for sealed bids and supporting documents are available at the office of Coweta County Administration, 22 East Broad Street, Newnan, Georgia 30263, and on the Coweta County website: <https://www.coweta.ga.us/about-coweta/public-notice>
2. Inquiries regarding bid requirements shall be directed in writing to:

Michael Fouts, County Administrator
22 East Broad Street
Newnan, Georgia 30263
Mfouts@coweta.ga.us

E. Terms and Conditions Applicable to Sale

1. 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 County 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.
2. At the time of the submission of the bid, the Bidder must submit earnest money in certified funds made payable to the County 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 County).
3. 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.
4. 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.
5. 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.
6. All closing costs, including the County’s closing attorney’s fees, shall be borne by the successful Bidder and shall be paid at closing. The transaction shall be closed by Glover & Davis, P.C., 10 Brown Street, Newnan, Georgia.

F. Questions and Answers

Any questions regarding the bid documents or the bid process that are not answered in the Invitation for Sealed Bids shall be directed in writing to the County Administrator no later than 5:00 p.m. on December 2, 2024. Inquiries may be mailed, hand delivered, or e-mailed to the Bid Contact listed on the cover page of this solicitation. Telephone inquiries will not be accepted.

The County’s answers to duly initiated inquiries will be posted on the County’s website (www.coweta.ga.us). Bidders should check the County’s website before preparing a bid. No verbal response will bind the County. Only the County’s written communications

(the Invitation for Sealed Bids and Answers to Bid Inquiries) constitute an official response.

G. Preparation and Submission of Bids

Bidders should submit one (1) original bid and it must be submitted in accordance with the following instructions:

1. Include in the bid:
 - a. Bid Form (must use the form attached)
 - b. Real Estate Sales Contract (must use the form attached)
 - c. Proof of Funds
 - d. Earnest Money Deposit
 - e. Evidence of Authority to sign (when applicable)
2. 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 events 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.
3. 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 the LLC certification of organization and operating agreement or resolution showing the signor'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.

Bids must be sealed and clearly marked with the Bidder's name and address and the following identification: "Sealed Bid for Sale of Real Property: Lullwater, 22.733 ACS LL 55 1st LD"

4. Bids shall be addressed and delivered to:

Michael Fouts, County Administrator
ATTN: Sealed Bid – Lullwater 22.733+/- acres
22 East Broad Street
Newnan, Georgia 30263

H. Withdrawal of Bids

Bids may not be withdrawn once they have been received by the County.

I. Bid Opening

Bids shall be opened in the open public on Thursday January 16, 2025 at 3:00 p.m. at the location identified in the coverage page of this Invitation for Sealed Bids. The name of each Bidder and the amount of each bid shall be read aloud.

Any bid received after 3:00 p.m. on Thursday January 16, 2025 shall not be considered. 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 County Administrator'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 County Administrator'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.

J. Right to Reject Bids

The County reserves the right to reject any and all bids, including but not limited to those bids that do not meet designated minimum bid amount, 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 County to be non-responsive to the Invitation for Sealed-Bids.

K. Applicable Law

All applicable laws and regulations of the State of Georgia and ordinances and regulations of the County shall apply.

L. Basis of Award

The award shall be made in accordance with the provision of the Invitation for Sealed Bids. The award shall be made to the highest responsive bidder. All bids shall be rejected if they are deemed in the judgment of the County to be non-responsive to the Invitation for Sealed Bids.

For purposes of this paragraph, a "responsive bidder" is a bidder who has submitted evidence that satisfies to the County that he/she has the capacity to complete the purchase of the Property and includes all documents as set forth herein, without irregularities, exclusions, special conditions or alternatives unless specifically requested in the Invitation for Sealed Bids.

M. Return of Earnest Money to Unsuccessful Bidders

Upon completion of the bid evaluation by the County Administrator and acceptance of his recommendation by Board of Commissioners at its next regular meeting directly following the acceptance of the bid amount, 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.

N. Notice of Award and Closing

Upon completion of the bid evaluation by the County Administrator and acceptance of his recommendation by the Board of Commissioners at its next regular meeting directly following the acceptance of the bid amount, the County shall send the successful bidder a Notice of Award and request the preparation of a Quit Claim Deed by the closing attorney.

After the Quit Claim Deed has been prepared, it will be presented along with the Purchase Contract to the Chairman of the Board of Commissioners for execution. At that time, the County 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.

Upon completion of the transaction, the County will distribute any documents and cause the deed to be recorded in the office of the Superior Court Clerk for Coweta County.

O. The County's Rights upon Failure of Successful Bidder to Close

If a closing is necessary, in accordance with the terms set forth in this Invitation for Sealed Bids the County 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 County under the terms of the Real Estate Sales Contract and Invitation for Sealed Bids and as a refusal to accept the County's deed. The County 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 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.

P. Successful Bidder's Rights upon Failure of County to Close

Subject to the County's rights to reject any and all bids, the County shall tender a duly executed Quit Claim Deed conveying the land or interest in the Property offered by it for sale within 120 calendar days after Notice of Award to the successful bidder. Failure by the County to close and deliver such Quit Claim Deed within the 120-day period shall entitle the successful bidder to refuse to close the transaction by giving written notice of such action to the County Administrator. Upon receipt of such written notice of refusal, the County shall cancel the transaction and return all earnest money to the successful bidder. 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.

Exhibits

Remainder of page intentionally blank.

Exhibit 1 – Bid Form

**Sealed Bid for Sale of Real Property: Lullwater, 22.733+/- acres, LL 55 1st LD
Tax Parcel # 124 1055 003**

Bidder's Name or Legal Business Name:

MINIMUM BID AMOUNT: \$130,434.00

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 awarded to the highest responsive bidder.
- Bids may not be withdrawn once they have been received by Coweta County.
- The above-referenced property is being sold "as is" "where is" and "with all faults" and will be conveyed by Quit Claim Deed only.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to Coweta County, Georgia in the amount of 10% of the bid amount written above.
- The County reserves the right to reject any and all bids, including but not limited to those bids that do not meet designated minimum bid amount, 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 County to be non-responsive to the Invitation for Sealed-Bids.
- 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 in the form of cash, cashier's check, wire transfer, or bank issued certified check.
- All closing costs, including Coweta County's closing attorney's fees shall be borne by the Bidder and shall be paid at closing.
- 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 and that impose certain requirements upon the Bidder's use of such 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: Lullwater, 22.733+/- acres LL 55 1st LD

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:

Lullwater, 22.733+/- acres LL 55 1st LD
Tax Parcel # 124 1055 003

The Purchase Price of the Property shall be _____
(\$_____).

1. Cash Sale. This is a cash transaction with no contingencies for financing allowed and Purchaser shall pay the Coweta County's attorney's fees for closing costs.
2. 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: Coweta County 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 the disbursement of the Earnest Money; (iv) disburse the Earnest Money upon order of a court 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, Coweta County 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, Coweta County may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.
3. Seller will convey to Purchaser title to the Property by Quit Claim Deed. No title search has been performed. Seller makes no representations as to title in any form or fashion..

It is understood that the property is subject to all reservations, easements, rights of way, and restrictive covenants of record or on the premises, and to all government statutes, rights of redemption, ordinances, rules and regulations.

4. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this contract 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.

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 contract is consummated, then at the election of the Purchaser, this contract may be canceled.

Purchaser accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Purchaser acknowledge and agrees that the Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, either expressed, or implied, oral or written, past, present or future, or , as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property of any and all activities, and uses which Buyer may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability or fitness for a particular purpose of the property; (vi) the manner, quality, state of repair of the property; (vii) the existence of any view from the property or that any existing view will not be obstructed in the future; (viii) any other matter with respect to the property, and specifically, without limitation, the Seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261) or the disposal or existence, in or on the property of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder). Purchaser further acknowledges that Purchaser is relying solely on Purchaser's own investigation of the property and not on any information provided by or on behalf of Seller.

6. Indemnification and Release. Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably release Seller and its respective employees, officers, directors, representatives, and agents from any and all claims that Purchaser may have or hereafter acquire against Seller, its employees, officers directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property or any portion thereof.
7. Time is of the essence of this contract. This contract 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 contract shall be binding unless attached hereto and signed by all parties to this agreement. Any representation, promise, or inducement not included in this contract shall not be binding upon any party hereto. Typewritten or handwritten provisions, riders and addenda shall control over all printed provisions of this contract in conflict with them.

8. All information published, announced, or contained herein or on the Invitation for Sealed Bids was derived from sources believed to be correct; however, Seller does not guarantee it. It is highly recommended that Purchaser examine the documents for their accuracy and familiarize oneself with the property by any means available to Purchaser other than on-site inspection. The failure of any Bidder to inspect or be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after its opening tender.

9. This transaction shall be closed by Glover & Davis, P.A., 10 Brown Street, Newnan, Georgia.

10. This instrument shall be regarded as a binding contract upon execution by Coweta County, Georgia.

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 contract.

SELLER	PURCHASER
_____	_____
Coweta County Chairman – signature	Signature
_____	_____
Coweta County Chairman – printed name	Printed Name
_____	_____
Witness	Street Address
_____	_____
Date of Execution	City / State / Zip Code

	Telephone Number

	Email Address

	Date of Execution

Coweta County, GA

Exhibit 3 – qPublic.net Report

Summary

Parcel Number 124 1055 003
Location Address
Legal Description 22.733 ACS LL 55 1ST LD
 (Note: Not to be used on legal documents)
Tax District COUNTY 01 UNINCORPORATED (District 01)
Millage Rate 23.193
Acres 22.73
Homestead Exemption No (S0)
Landlot/District 55 / 1

[View Map](#)

Owner

COWETA COUNTY GEORGIA
 22 E BROAD ST
 NEWNAN, GA 30263

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Tracts	Rural	1	22.73

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/8/2016	4388 795		\$0	Tax Sale	SOUTHERN LAND RESOURCES INC & SOUTHERN R	COWETA COUNTY GEORGIA
3/4/2016	4359 225	1 153	\$0	UNQUALIFIED VACANT	TDGA LLC	COWETA COUNTY GEORGIA
8/6/2013	3999 347		\$8,511	UNQUALIFIED IMPROVED	SOUTHERN LAND RESOURCES LLC	TDGA LLC
5/8/2006	2963 322	1 153	\$70,000	UNQUALIFIED MULTIPLE	REGIONAL ATLANTA DEV	SOUTHERN LAND RESOURCES LLC
12/22/1992	725 0 19		\$190,536	QUALIFIED VACANT		REGIONAL ATLANTA DEV
7/31/1988	04830017		\$143,000	UNKNOWN STATUS		ARCO BUILDERS INC

Valuation

	2024	2023	2022	2021	2020	2019
Previous Value	\$130,434	\$100,457	\$100,457	\$100,457	\$100,457	\$100,457
Land Value	\$129,249	\$130,434	\$100,457	\$100,457	\$100,457	\$100,457
+ Improvement Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0	\$0
= Current Value	\$129,249	\$130,434	\$100,457	\$100,457	\$100,457	\$100,457

No data available for the following modules: Online Appeal, Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Assessment Notices 2018, Assessment Notices 2019, Assessment Notices, Septic Drawings, Photos, Sketches.

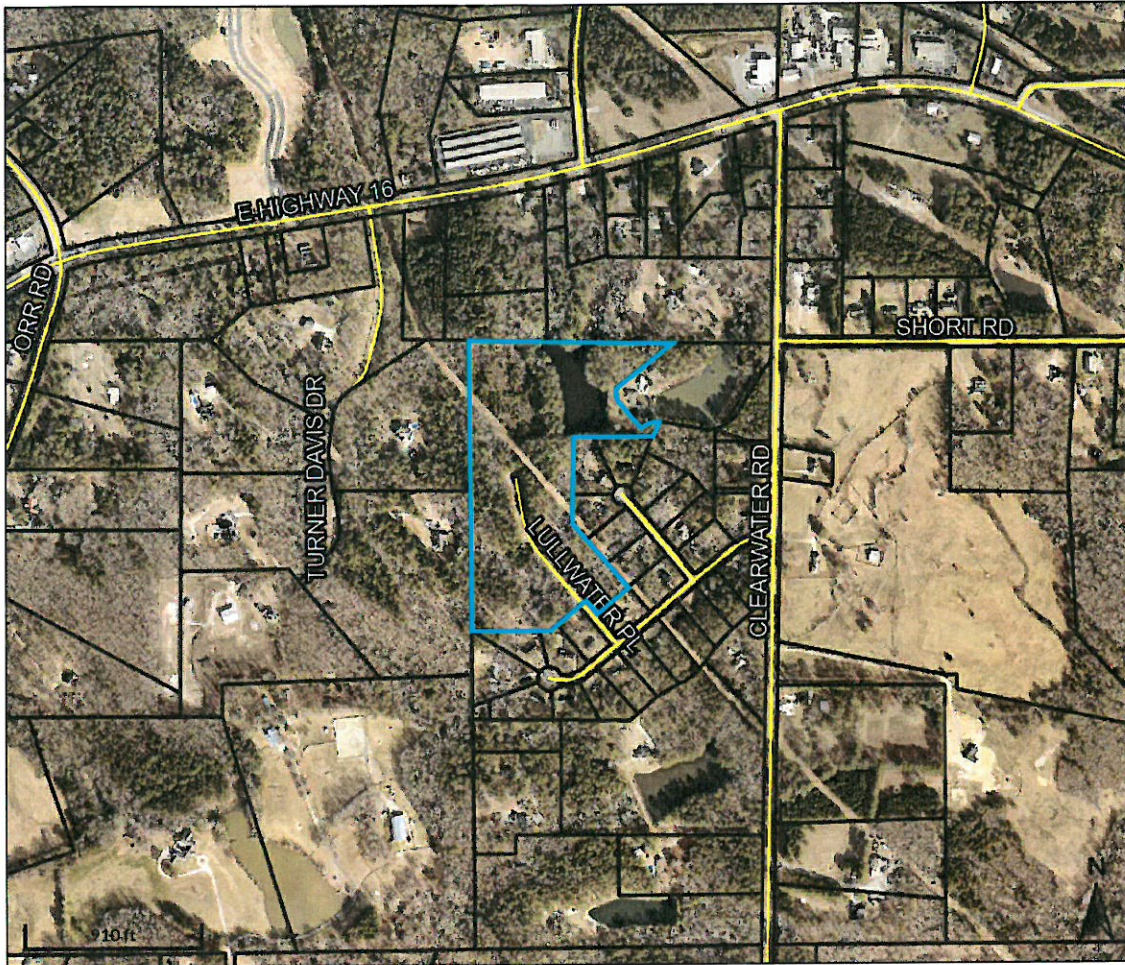
The Coweta County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 11/7/2024, 1:27:38 AM

Contact Us

Developed by





Overview



Legend

- Parcels
- Roads

Parcel ID	124 1055 003	Owner	COWETA COUNTY GEORGIA	Last 2 Sales			
Class Code	Exempt		22 E BROAD ST	Date	Price	Reason	Qual
Taxing District	COUNTY 01 UNINCORPORATED		NEWNAN, GA 30263	4/8/2016	0	TS	U
Acres	22.73	Physical Address	n/a	3/4/2016	0	03	U
		Assessed Value	Value \$129249				

(Note: Not to be used on legal documents)

Date created: 11/7/2024
 Last Data Uploaded: 11/7/2024 1:27:38 AM

Developed by **SCHNEIDER**
 GEOSPATIAL