

The Newberry County Council has authorized the sale of the property herein. Attached you will find information relative to the property listed. The following terms and conditions have been established in the Invitation to Bid.

1. **PLEASE RETURN ALL PAGES OF THIS BID PACKAGE WITH YOUR SUBMISSION. FAILURE TO RETURN ALL PAGES MAY RESULT IN DISQUALIFICATION OF THE BID.**
2. The Bidder shall assume full responsibility for timely delivery of bids to the location designated for the receipt of bids.
3. **Sealed bids will be received on September 15, 2011 at 3:00 p.m.** and must be submitted on the Bid Form attached. The outside of the envelope shall be marked, "SEALED BID # 2011-24; Surplus Property".

All hand delivered bids shall be addressed to:

Newberry County
Purchasing Department
1309 College Street
Newberry, SC 29108
Re: SEALED BID # 2011-24; Surplus Property

All mailed bids shall be addressed to:

Newberry County
Purchasing Department
Post Office Box 156
Newberry, SC 29108
Re: SEALED BID # 2011-24; Surplus Property

All bids received prior to the public opening will be time dated and stamped on the bid envelopes. Bids that do not conform to the above requirements will not be accepted.

4. The opening of bids shall take place in the Courthouse Annex Conference Room, 1309 College Street, Newberry at 3:00 p. m.
5. ALL BIDS ARE TO BE NET TO THE OWNER.
6. The Owner may accept bids subject to contingencies; however, in its sole and exclusive discretion, the Owner reserves the right to discount the value of a bid due to the number and impact of any contingencies incorporated within the bid. Neither the Owner nor its agent shall be required to assist any prospective bidder with the procurement of satisfaction of any contingencies contained within a bid.

7. The Owner reserves the right to consider the offering price, any conditions of the offer, the financial ability of the prospective purchaser and any other matters believed by the Owner to be germane in considering any bid.
8. THE OWNER HEREBY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. This Invitation to Bid is not an offer to sell and does not constitute or create any obligation of any nature on the part of the Owner. The successful bidder will be determined by Newberry County.
9. The Owner will deliver the property to the purchaser in "as is" condition by a quitclaim deed. The sale is subject to all rights-of-way, leases, easements of record, and other matters affecting title whether recorded or not and to any and all governmental laws and ordinances applicable to the property.
10. All information contained within this Invitation to Bid is believed to be accurate but is not guaranteed by the Owner or its agent.
11. This property was the subject of litigation that has been settled. Interested bidders may review the information at Case Number 06CP36360 located in the office of the Clerk of Court for Newberry County.
12. All interested persons visiting or viewing the property may do so at their own risk and must assume all risk connected therewith, including but not limited to the obligation to indemnify and hold harmless the Owner from any loss it may experience as a result of visiting or viewing the property.

The Owner's agent, Purchasing Director, will make itself available to assist in any way possible as you consider the submission of a bid on the property. For information, you may contact Crystal Waldrop at (803) 321-1420.

Bidder: _____

Agent/Representative: _____

Address: _____

Date: _____ Telephone: _____

The undersigned (hereinafter called the "Bidder"), having inspected the real property owned by the County of Newberry more fully shown on a map of the property, a copy of which is attached hereto, in reliance upon its examination and inspection, hereby offers to purchase from the County of Newberry the parcel of real property bid upon below. The Owner reserves the right in its sole discretion to refuse any and all bids.

The subject property consists of 1.66 acres and one building of approximately 11,250 square feet. The subject property is located at 3491 Main Street, Newberry, South Carolina. The subject property is identified on the Newberry County Assessor's tax maps as parcel #398-23 and is zoned General Commercial.

AMOUNT OF BID: \$ _____

MINIMUM BID SHALL NOT BE LESS THAN TWO HUNDRED AND FIFTY THOUSAND (\$250,000) DOLLARS.

- The sale of the building excludes the following: the generator on site in the adjacent building, the above ground fuel tank and the communications tower.

UPON ACCEPTANCE of this bid by the Owner, this bid shall constitute a CONTRACT OF SALE between the Owner and the Bidder for the purchase of the property.

The Bidder hereby offers to pay for the property in the amount of bid, upon the following terms and conditions:

- The closing of the sale of the property shall take place within thirty days of award or as soon as thereafter as may be practical.
- Prior to closing, the Bidder shall have the right to enter upon and inspect the property and to have the same tested for toxic or other hazardous substances and otherwise make such physical inspections and analysis as the Bidder shall deem necessary or appropriate ("due diligence").
- Prior to closing, the Bidder shall sign Exhibit A acknowledging that he has had an adequate opportunity to inspect and test the property to be acquired pursuant to this inspection and testing right. The Bidder shall have possession of the property at closing.
- The property shall be conveyed by the Owner to the Bidder at the closing in "as is" condition. Said conveyance shall be by quitclaim deed, subject to easements, restrictions of record and all other matters affecting title whether recorded or not, and to any and all laws and ordinances applicable to the property.
- All taxes from the property shall be prorated as of the closing date with the Bidder being responsible for, and paying when due, any and all taxes on the property due from and after the closing date. Rollback taxes, if applicable, shall be the responsibility of the Bidder.
- All risks of loss prior to closing shall be borne by the Owner, after which said risks shall be borne by the Bidder. The Bidder shall pay all documentary stamp taxes due as a result of the sale.
- The Bidder shall be responsible for, and shall pay when due, any and all assessments relating to the property which are made after the bid date.

The Bidder herewith deposits with the Agent, as earnest money on the purchase of the property, a cashier's or certified check made payable (from a recognized financial institution) to the County of Newberry, the amount of five (5%) percent of the Bidder's bid or One Hundred Dollars (\$100), whichever is greater, to be applied to the purchase price if this bid is accepted by the Owner. The

balance of the purchase price is due and payable by the Bidder to the Owner at the closing. Payment shall be by cashiers or certified check (from a recognized financial institution).

In the event the bid is rejected, the deposit shall be returned in full to the Bidder, without interest, within ten (10) days of the rejection. In the event the Bidder defaults hereunder and fails to comply with the terms of this bid, the Bidder hereby agrees that the earnest money paid by the Bidder shall be retained by the Owner as damages and the Owner may pursue any rights or causes of action available against the Bidder. In the event of default in the performance of any of the obligations of the Bidder pursuant to this contract, the Bidder shall be entitled to terminate this bid by written notice to the Owner and receive a refund of the earnest money, but the Bidder shall otherwise have no further rights against the Owner.

This bid and the attached Invitation to Bid contain all of the terms and conditions of the Bidder's offer to purchase the property and there are no other written or oral agreements or understandings between the Bidder, Agent and Owner in regard to this bid, the Contract of Sale, or to the property.

Any contingencies Bidder wishes to have considered (including any reasonable period of time Bidder believes necessary to conduct due diligence investigations):

In The Presence of:

Witness

Bidder's Signature

(Print Name)

The County of Newberry, as Owner of the property, hereby accepts the above bid to purchase the property as set forth above

In The Presence of:

Witness

Owner's Representative

Title

(Print Name)

EXHIBIT A

ACKNOWLEDGMENT OF INSPECTION AND TESTING OPPORTUNITY

This constitutes acknowledgment that pursuant to the provisions of the Contract of Sale of Real Property entered into by _____ (Bidder) and the County of Newberry, South Carolina, the Bidder has had an adequate opportunity to inspect and test the "Subject Property".

Date: _____

Bidder

By: _____

Its: _____