



Robertson County Tennessee

Jody Stewart, Finance Director

Robertson County, Tennessee

Finance Department

523 South Brown Street, Springfield, TN 37172

(615) 384-0202 Fax (615) 384-0237

POST DATE: May 27, 2022

RFP 1501: Sale of County Property Known As:

Map 080, Parcel 049.00

40.65 Acre Tract/Parcel Located at the

**Intersection of 5th Avenue East and State Highway 76 in
Springfield, Tennessee**

Sealed proposals must be received by:

July 29, 2022 at 2:00 P.M.

In the Robertson County Finance

Office 523 South Brown Street Springfield, TN 37172

**THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE PROPOSER'S COMPANY
NAME, CONTACT PERSON AND US MAIL ADDRESS, "MAP 080 PARCEL 049.00", RFP
NO.1501 AND MUST ALSO BE MARKED "SEALED PROPOSAL, DO NOT OPEN."**

Proposals will be evaluated within 30 calendar days after the proposal closing date shown above, and Proposers will be notified of the proposal determination made by Robertson County. Each vendor may submit more than one proposal provided each proposal meets the stated specifications. Each proposal must be submitted in a separate sealed envelope with the appropriate notation on the outside. All proposals must be signed by an authorized agent and submitted on the prescribed forms. Submission of proposals must be by US Mail (or other special mail delivery service or hand delivery) Telegraph, telephone, or other electronic means of delivery is strictly prohibited.

For assistance with technical information or to make an appointment to view the property, please contact Traye Fann, County Engineer, at (615) 382-6216 or by email at tfann@robcofn.org. For assistance with proposal procedures, please contact Taylor Tomblin, Robertson County Finance Office at (615) 384-0202 or by email at ttomblin@robcofn.org.

Note: Robertson County reserves the right to reject any or all proposals, to waive any technicalities or informalities, and to accept any proposal deemed in the best interest of the County. All proposals will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

This Instrument Prepared by:
Clyde W. Richert III
Richert & Dilliha, PLLC
Springfield, TN 37172

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT OF SALE made and entered into by and between ROBERTSON COUNTY, TENNESSEE, hereinafter referred to as the Seller,

And _____ hereinafter referred to as the Buyer;

WITNESSETH:

I. EARNEST MONEY:

The Buyer herewith deposits with the Robertson County Finance Office the sum of \$ _____ as earnest money to constitute part payment of purchase price.

2. AGREEMENT OF SALE:

The Seller, in consideration of any earnest money deposited, and the mutual promises set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has this day sold, does hereby agree to convey by a good and valid special warranty deed to said Buyer, or to such person as Buyer may in writing direct, the following described real estate, known as Map 080, Parcel 049.00, situated in Springfield, Tennessee.

See attached Exhibit "A" for the legal description of the Property

3. CONSIDERATION:

The buyer agrees to purchase the Seller's interest in said real estate, and to pay therefore the total sum of \$ _____ (\$ _____) with any earnest money paid by Buyer to be applied toward the purchase price at closing.

4. BUYER DUE DILLIGENCE:

The Buyer acknowledges that Buyer has received and reviewed carefully the bid package received from the County which included among other items the prior environmental work performed on the property by contractors obtained by the County and which also included a copy of this proposed Contract of Sale. The Buyer acknowledges the Buyer has made its own independent inspection of the property to Buyer's satisfaction. The Buyer acknowledges that Buyer is purchasing the property "AS IS" and "WHERE IS" and that the Seller makes no representation whatsoever as to the condition of the property or the uses to which that property may be put.

This conveyance will be made subject existing building restrictions and/or zoning ordinance of record and all other matters which may be applicable to the property.

5. PROPERTY TAXES:

To the extent there have been any property taxes assessed against the property those taxes for the year of closing shall be prorated between the parties as of the closing date. Any back property taxes already assessed, if any, will be paid by the Seller. The Buyer acknowledges that if the property has not already been taxed as owned by the County there may be a midyear assessment to be paid by the Buyer based upon the date of deed for the current year.

6. TITLE COSTS:

The parties agree that if the Buyer desires any owner's title insurance policy that will be the responsibility of the Buyer at Buyer's cost.

7. OTHER CLOSING COSTS:

Each party shall be responsible for their respective settlement-closing fee. The closing agent for the Seller will be Richert & Dilliha Title Services, Inc. The Seller will pay for the deed preparation fee. The Buyer shall be responsible for the cost of recording the deed and any mortgage documents together with all transfer taxes thereon.

8. CLOSING DATE:

The execution of this Contract by the Buyer is considered an offer to purchase the property in keeping with the advertisement for sale and other bid related documents. The parties acknowledge that the acceptance by the County of such offer is solely conditioned upon the approval of the Buyer as the successful bidder by the Robertson County and that such acceptance is in the sole discretion of the County. The closing of this transaction shall take place on or before Thirty (30) days from notice of final approval to Buyer and signature by Seller to this Contract, such closing to occur no later than 4:00 PM local time at the offices of the closing agent in Springfield, Tennessee and if that date is on a Saturday, Sunday or holiday, the closing is extended to the next business day. If not closed by said date and time, this contract shall expire, unless extended in writing by the parties.

9. BREACH OF CONTRACT BY BUYER:

If this Agreement be breached by Buyer, or the Buyer fails for any reason to complete the purchase of said property in accordance with the terms set forth above, the Buyer shall pay to the Seller any damages caused by said breach, including attorney's fees and costs. The earnest money herewith deposited by the Buyer may be applied to such damages, but this shall not preclude the Seller from suing for specific performance of this agreement or for damages, or both.

10. BREACH OF CONTRACT BY SELLER:

If this agreement is breached by Seller or if the Seller fails for any reason to complete sale of said property in accordance with the terms as set forth above, the Seller shall return the earnest money to Buyer and the return of such earnest money shall be the sole remedy for such breach.

11. MISCELLANEOUS:

A. It is expressly understood and agreed that this instrument contains the entire agreement between the parties and that, except as herein noted, there are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement. The terms of this contract may be modified or altered only in writing signed by all the parties hereto.

B. Should legal action become necessary to enforce this contract, the non-prevailing

party shall pay all reasonable attorney's fees and costs of prosecution of the case incurred by both parties.

C. There are no real estate commissions due.

D. The parties acknowledge that a fax copy or scanned and e-mailed copy of this contract and the signatures hereto are to be treated as and have the same force and effect as an original.

E. Possession of the property will be granted at closing.

F. Any Seller insurance on the property will be cancelled as of the closing date.

G. Clyde Richert serves as Attorney for the Seller. Should Buyer have any questions about this Contract on the sale process the Buyer acknowledges the opportunity to have consulted separate legal counsel.

H. Time is of the essence as to this contract and all of the conditions thereof.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their signatures on the date(s) indicated below.

SELLER:

ROBERTSON COUNTY, TENNESSEE

BY: _____
BILLY VOGLE, County Mayor

Date: _____

BUYER:

Date: _____

Proposal Form

Company Name: _____

Address: _____

Contact Person _____

Telephone Number: _____

Email Address: _____

Proposed Purchase Amount (\$): _____

Proposed Earnest Money Deposit (\$): _____

Proposed Closing Date: _____

Proposed Use of Land (check one): ☐ Residential ☐ Commercial ☐ Industrial

Conditions/Contingencies: PLEASE ATTACH A SEPARATE SHEET OUTLINING ANY AND ALL CONDITIONS AND/OR CONTINGENCIES OF PURCHASE AND/OR CLOSING THAT ACCOMPANY THE STATED "PROPOSED PURCHASE INFORMATION" SHOWN ABOVE.

ACKNOWLEDGMENTS:

1. I hereby acknowledge that this 40.65 acre +/- parcel (Map 080, Parcel 049.00) is located within the corporate limits of the City of Springfield, Tennessee;
2. I hereby acknowledge that any proposed improvements and/or changes to the parcel will have to be approved by the City of Springfield and their various reviewing departments via the City's site plan, grading plan, and/or subdivision plan review and approval process;
3. I hereby acknowledge that this parcel is currently zoned agricultural (AG) by the City of Springfield;
4. I hereby acknowledge that any rezoning from AG to any different zoning classification will have to be approved by the City of Springfield in accordance with their required rezoning process;
5. I hereby acknowledge that it is my full and complete responsibility to verify the availability of any and all utilities services (water, sewer, electricity, stormwater, natural gas, telecommunications, etc.) to serve the parcel;
6. I hereby acknowledge that I have received with this bid package a copy of survey and plat commissioned by Robertson County, with date of October 7, 2021. The information in this survey and plat is believed to be correct, but all inquiry and review is the responsibility of the bidder ;
7. I hereby acknowledge that the County believes to the best of its knowledge that approximately 9.92 acres of the parcel are situated in the 100 year flood boundary, and approximately 30.73 acres of the parcel are not in the flood boundary;
8. I hereby acknowledge that the parcel contains existing utility and/or drainage easements as shown on the survey plat.

ADDITIONAL NOTES TO PROPOSER:

1. It is the goal of the County to sell and convey this property for cash to a Buyer. The amount of the proposed purchase price is important to the Seller, but also important are any contingencies to close, the proposal use of the property any proposed due diligence period and due diligence activity, the amount and terms of the payment earnest money deposit, and/or any proposed closing date. All these factors, and perhaps other factors in the sole discretion of the County, will be taken into account to determine any selection of a proposal.
2. If a proposal indicates that due diligence activity will be undertaken, the items of due diligence should be specified in the Proposal submitted, the time period suggested for such due diligence activity, with the such due diligence to be at the sole cost of the proposer and without damage to the Property and/or with a covenant to repair any such limited damage if the sale does not close. The Buyer will hold the County harmless from any and all such due diligence activity conducted on the Property.
3. A DRAFT copy of a proposed Contract of Sale is attached to this RFP bid package. The later form of this Contract will be prepared by the County for presentation to a proposed successful bidder, incorporating the terms and conditions expressed by the proposer and County purchase and closing. If for any reason such a Contract of Sale is not executed by the parties, the proposal as submitted by any proposer will not be accepted.
4. In all respects, this property is being sold "AS IS" and "WHERE IS", in its present condition. Any and all inquiry as to the property and the uses to which it may be put are solely upon the proposing party. Any information contained in this RFP by the County is information determined to the best information of the County, and the proposer is responsible for any and all inquiries regarding such matters.
5. The acceptance of any proposal will be based upon review by officials and representatives of the County, and final acceptance will be subject to approval by the Robertson County Commission. The County reserves the right o negotiate and discuss any final terms of purchase that may be set forth in any Proposal received and to enter into a Contract of Sale that incorporates those terms.

Signature of Authorized Agent

Date

GENERAL BID TERMS AND CONDITIONS

In order to be considered for acceptance, all proposals submitted to Robertson County must:

1. Meet or exceed the minimum requirements specified;
2. Include all documents and information requested by representatives of the Robertson County Finance Department both prior to and following the proposal submittal;
3. Be received by Robertson County Finance Department prior to the proposal submittal deadline;
4. Have Proposer's name and address, RFP number, "Map 080 Parcel 049.00", and "Sealed Proposal, Do Not Open" clearly placed on the outside of the sealed envelope containing the proposal forms;
5. Include the following completed forms, all of which are included in this RFP package:
 - a. Non-Collusion Affidavit
 - b. Iran Divestment Act Agreement

NON-COLLUSION AFFIDAVIT

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

Authorized Signature, Title (Owner/ Corporate Officer)

Date

Printed Name: _____

Company Name

Mailing Address

Telephone No.

Fax No.

Contact preferred email address: _____

STATE OF TENNESSEE IRAN DIVESTMENT ACT AGREEMENT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

COMPANY NAME

DATE

REPRESENTATIVE

TITLE

Steven E. Artz and Associates, Inc.

Surveyor's Description
October 7, 2021

The following paragraph describes a tract of land in the 9th Civil District of Robertson County, Tennessee, said tract being a portion of that property which was conveyed to Robertson County, Tennessee, by Sam Brown, Jr., et ux, in a deed of record which is recorded in Deed Book 169, Page 119, Register's Office for Robertson County, Tennessee, (RORCT).

Beginning at an iron bar monument (old), in the southerly margin of Tennessee Highway #76 East, the northwest corner of a tract of land which belongs to Morgan Ashley Stone, having a deed reference in Record Book 1696, Page 695, RORCT, further known as Lot 1 of the DG East Subdivision, being a plat of record in Plat Book 26, Page 8, RORCT, the northeast corner of this tract and continuing with the boundary of said tract of land which belongs to Morgan Ashley Stone, as follows:

S 37°32'28" W, 300.00 feet to an iron bar monument (old);
thence, S 52°27'32" E, 400.00 feet to an iron bar monument (old), the southeast corner of said tract of land which belongs to Morgan Ashley Stone, in the westerly boundary of a tract of land which belongs to State of Tennessee Real Property Management, having a deed reference in Deed Book 338, Page 471, RORCT;

thence, S 37°21'59" W, 624.95 feet to an iron pin (old), a corner of said tract of land which belongs to State of Tennessee Real Property Management, in the northerly boundary of a tract of land which belongs to Draughon Brothers Management, LLC, having a deed reference in Record Book 1929, Page 229, RORCT;
thence with the boundary of said tract of land which belongs to Draughon Brothers Management, LLC, as follows:

N 82°11'46" W, 911.07 feet to a 6" tree at a fence corner;
thence, S 11°35'33" W, 583.19 feet to a fence post (old);
thence, N 83°57'50" W, passing a common corner of said tract of land which belongs to Draughon Brothers Management, LLC, and a tract of land which belongs to Acklen Property Group, LLC, having a deed reference in Record Book 1981, Page 4, RORCT, and continuing on in all, 277.20 feet to an iron pin (new), a corner of said tract of land which belongs to Acklen Property Group, LLC;
thence with the boundary of said tract of land which belongs to Acklen Property Group, LLC, as follows:

N 13°36'14" W, crossing a branch and continuing on entering said branch, and continuing on in all, 120.45 feet to a point in the center of said branch, a corner of said tract of land which belongs to Acklen Property Group, LLC;
thence continuing with the center of said branch, as follows:

N 15°22'43" E, 37.19 feet;
thence, N 10°41'53" E, 36.32 feet;
thence, N 01°38'05" E, 51.52 feet;
thence, N 20°37'35" E, 147.38 feet;
thence, N 00°52'20" W, 301.56 feet;
thence, N 13°22'02" W, 158.40 feet;

Land Surveyors-Tennessee and Kentucky

Phone: (615) 382-0481
4800 Highway 431 North

Fax: (615) 382-0262
Springfield, Tennessee 37172

Steven E. Artz and Associates, Inc.

thence, N 17°07'20" E, 254.10 feet;
thence, N 42°33'26" E, leaving said branch and continuing with the boundary of a tract of land which belongs to Justin Keith Stewart, having a deed reference in Record Book 1384, Page 879, RORCT, and continuing on in all, 431.80 feet to an iron pin (new), a corner of said tract of land which belongs to Justin Keith Stewart, in the easterly margin of Tennessee Highway #49;
thence with the easterly margin of Tennessee Highway #49, as follows:
S 69°05'53" E, 36.36 feet to an iron pin (new);
thence, N 42°21'19" E, 268.18 feet to a highway concrete monument (new);
thence, N 38°27'27" E, 167.06 feet to an iron pin (new);
thence, N 11°46'22" W, 73.00 feet to an iron pin (new);
thence, N 23°11'32" E, 137.41 feet to a highway concrete monument (old);
thence, N 36°21'48" E, 119.34 feet to a highway concrete monument (old), at the intersection of the easterly margin of Tennessee Highway #49 and the southerly margin of Tennessee Highway #76 East;
thence with the southerly margin of Tennessee Highway #76 East, as follows:
S 51°07'52" E, 207.49 feet to an iron pin (new);
thence, N 87°17'48" E, 22.69 feet to an iron pin (new);
thence, S 49°26'32" E, 426.26 feet to a highway concrete monument (old);
thence, S 45°08'53" E, 150.71 feet to an iron pin (new);
thence, S 53°44'07" E, 160.84 feet, to the point of beginning, containing **40.65 acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz and Associates, Inc., 4800 Highway 431 North, Springfield, Tennessee, 37172, dated October 7, 2021.

The above described tract of land is subject to a 10' Gas Line easement of record in Deed Book 338, Page 428, RORCT, and as shown on the plat, this survey.

The above described tract of land is subject to a 30' Water and Sewer easement of record in Plat Book 26, Page 8, RORCT, and as shown on the plat, this survey.

The above described tract of land is subject to Sanitary Sewer Easements and Utility Easements, as shown on the plat, this survey.

The above described tracts of land may be found on Tax Map 80, Parcel 49, in the Tax Assessor's Office for Robertson County, Tennessee.

File: Steve\210165L

Land Surveyors-Tennessee and Kentucky

**Phone: (615) 382-0481
4800 Highway 431 North**

**Fax: (615) 382-0262
Springfield, Tennessee 37172**

Robertson County - Parcel: 080 049.00



Date: May 23, 2022
County: Robertson
Owner: ROBERTSON COUNTY OF
Address: HWY 76E
Parcel Number: 080 049.00
Deeded Acreage: 0
Calculated Acreage: 0
Date of Imagery: 2017

State of Tennessee, Comptroller of the Treasury, Department of Property
Assessment (DPA) – Geographic Services
TDOT

The property lines are compiled from information maintained by your local county Assessor's
office but are not conclusive evidence of property ownership in any court of law.

TSPCS Grid North



Surveyor's Notes:

1. No field report was furnished to this agency. The survey was made by the surveyor to the best of his knowledge and belief, and the survey is subject to any and all future an accurate title report may reveal.
2. The survey was made using the latest recorded deeds and physical evidence found in the field.
3. All distances shown hereon are based on a field adjustment of the survey instrument and have been adjusted for temperature.
4. The survey shown hereon was made in accordance with the rules and regulations of the State of Tennessee as adopted by the State of Tennessee Board of Examiners for Land Surveyors.

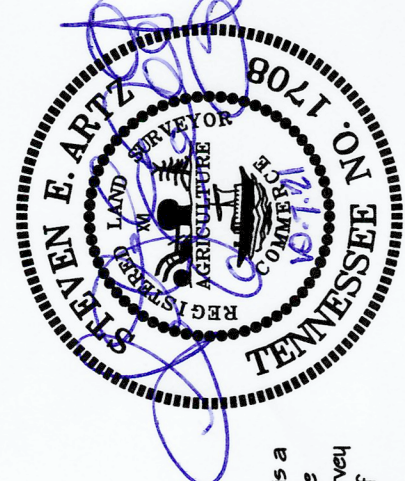
Legend
F.O.B. Point of Beginning
B.M. (O) Iron Pin Monument (Old)
B.M. (X) Iron Pin Monument (New)
B.M. (N) Iron Pin Monument (New)
F.R. (O) Fence Post (Old)
F.R. (N) Fence Post (New)
H.M. (O) Highway Concrete Monument (Old)
H.M. (N) Highway Concrete Monument (New)
B.P. (O) Boundary Point (Old)
B.P. (N) Boundary Point (New)
L.I. Refer to Line Table Shown Hereon for Data
S. Existing Survey Monument

| Line Table | | |
|------------|-----------------|----------|
| NUMBER | DIRECTION | DISTANCE |
| L1 | N 15° 56' 14" W | 120.45 |
| L2 | N 15° 22' 49" E | 57.19 |
| L3 | N 10° 41' 59" E | 56.52 |
| L4 | N 01° 58' 08" E | 51.52 |
| L5 | N 20° 57' 59" E | 147.58 |
| L6 | N 15° 22' 02" W | 158.40 |
| L7 | S 69° 05' 59" E | 56.56 |
| L8 | N 55° 27' 27" E | 167.06 |
| L9 | N 11° 46' 22" W | 79.00 |
| L10 | N 25° 11' 52" E | 157.41 |
| L11 | N 56° 21' 48" E | 119.34 |
| L12 | N 87° 17' 48" E | 22.69 |
| L13 | S 45° 08' 59" E | 150.71 |
| L14 | S 85° 44' 07" E | 160.84 |

Call File No. 210655
Coord. File No. 210656

| Exhibits | | |
|----------|------|---------|
| Number | Date | Comment |
| | | |
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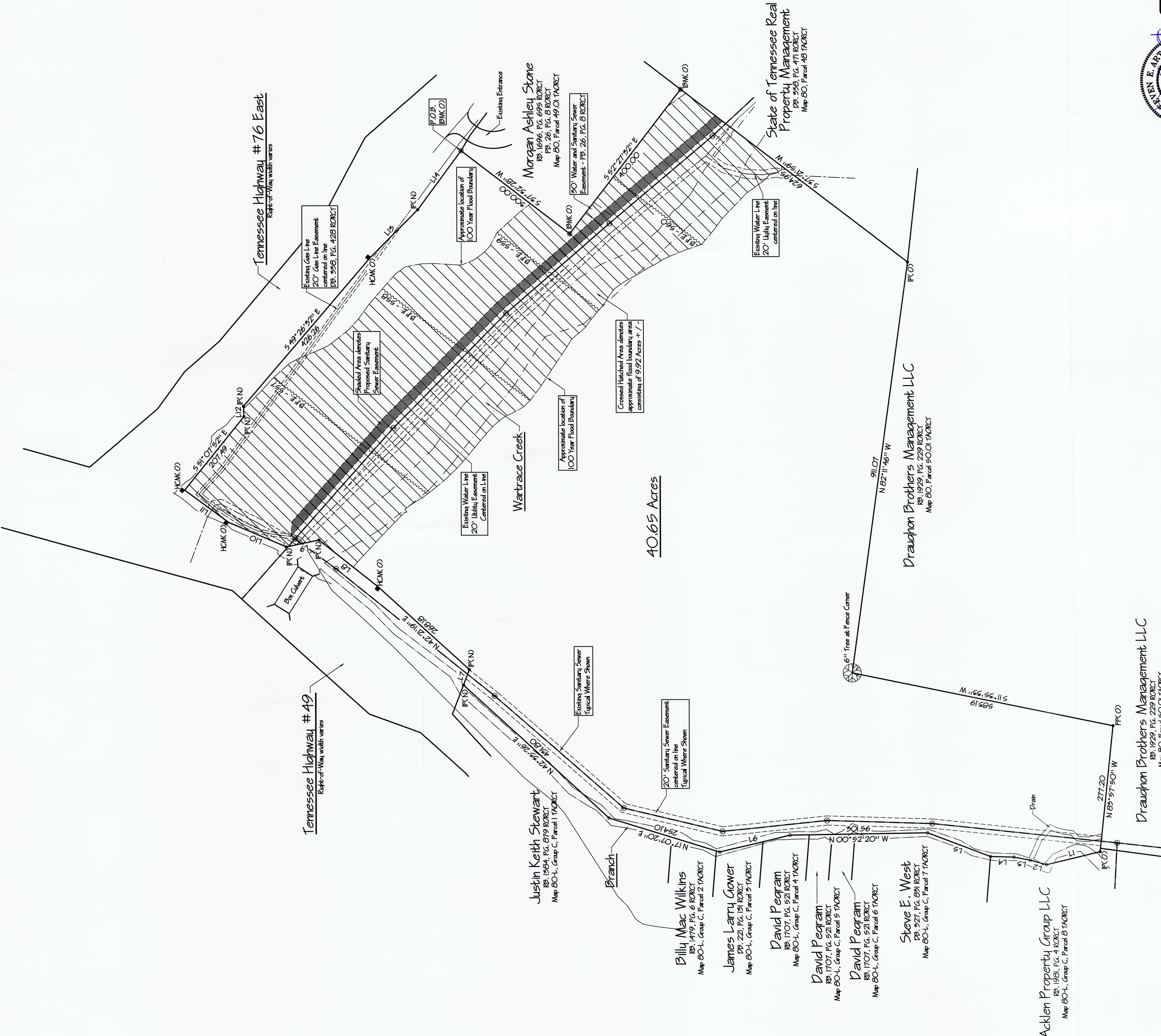
General Property Survey For
Robertson County
Tennessee
Steven E. Artz
and Associates, Inc.
Land Surveyors
Springfield, Tennessee 37172
artz.s.ea@gmail.com (615) 982-0481



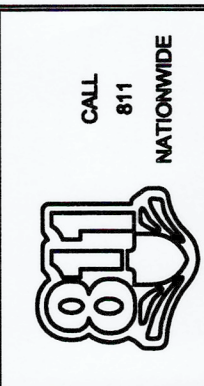
I hereby certify that this General Property Survey is a
Category II Survey and the Rules of Practice of the
Surveying and Mapping Board of the State of Tennessee
are followed. I am a duly Licensed Land Surveyor in the
State of Tennessee and I am duly qualified to perform
this survey. I am not aware of any other persons who
are not duly Licensed Land Surveyors who have been
employed by me in the performance of this survey.
I am not aware of any other persons who are not
duly Licensed Land Surveyors who have been
employed by me in the performance of this survey.

Property Address:
Hwy. 76 East
Springfield, TN 37172

Deed Reference:
Deed Book 169, Page 19, RORCT
Map 80, Parcel 49, TROCT



CALL BEFORE YOU DIG



FOR A LIST OF THE STATES WHERE 811 IS REQUIRED TO BE USED, VISIT US AT 811.ORG. 811 IS A NATIONAL SERVICE THAT HELPS PREVENT DAMAGE TO UNDERGROUND UTILITIES. IT IS A FREE SERVICE PROVIDED BY THE NATIONAL 811 CENTER. 811 IS A NATIONAL SERVICE THAT HELPS PREVENT DAMAGE TO UNDERGROUND UTILITIES. IT IS A FREE SERVICE PROVIDED BY THE NATIONAL 811 CENTER.