

CITY COUNCIL  
Mayor Bill Stankiewicz  
Reginald Jackson, Post 1  
Jimmy Norred, Post 2  
Fred Higgins, Post 3  
George Bailey, Post 4  
Theresa Strickland, Post 5

# City of Hogansville



David Milliron, City Manager  
Lisa Kelly, City Clerk  
Jeff Todd, City Attorney

400 E Main St  
Hogansville GA 30230-1196  
706-637-8629 | cityofhogansville.org

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## COUNCIL ACTION FORM

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**MEETING DATE:** Monday, February 17, 2020

**SUBMITTED BY:** Lisa E. Kelly

**AGENDA TITLE:** Bid Acceptance – Surplus Flat Creek Property

**CLASSIFICATION** (City Attorney must approve all ordinances, resolutions and contracts as to form)

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Ordinance (No. _____)  | <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> Information Only  | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. _____) | <input type="checkbox"/> Ceremonial          | <input type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other          |

**BACKGROUND** (Includes description, background, and justification)

Council acted to surplus a piece of City property known as "Flat Creek property". A bid notice was properly distributed through the legal organ and a sole bid was received for the purchase of the property in the amount of \$20k.

The \$20k in revenue can be used toward un-funded emergency projects.

**BUDGETING & FINANCIAL IMPACT** (Includes project costs and funding sources)

**STAFF RECOMMENDATION** (Include possible options for consideration)

Staff recommends acceptance of the bid.

February 6, 2020

To Whom This May Concern,

It is my intent to submit a bid on surplus property owned by the City of Hogansville located near Hogansville Pump Station Rd, land lot 26, parcel 0251-000037, for 4.56 acres. My bid for this property is \$20,000.

Respectfully,

A handwritten signature in cursive script that reads "James L. Maxwell". The signature is written in black ink and is positioned below the word "Respectfully,".

James L. Maxwell

## REAL ESTATE CONTRACT

WHEREAS, the Mayor and Council of the City of Hogansville have declared certain real property as surplus and thereafter sought invitations to bid through publication in the Troup County News, all according to law;

WHEREAS, sealed bids have been received, in conformity with the invitation to bid;

WHEREAS, the undersigned (hereafter "Purchaser") submitted a bid dated February 6, 2020, in the amount of Twenty Thousand Dollars (\$20,000.00), which was the apparent highest bid, and which may be accepted by affirmative act of the City of Hogansville;

WHEREAS, as required by the City of Hogansville, Purchaser has agreed to accept a conveyance of the property "As Is," with the City of Hogansville making no representation as to the condition of the improvements on said property, if any, based on either known or unknown conditions or defects to the property, to include but not limited to all easements and matters of record;

THEREFORE, in conformity with the invitation to bid, acceptance thereof, and recitals herein, the undersigned Seller agrees to sell, and the undersigned Purchaser agrees to buy, the following described real estate, to wit:

All that tract or parcel of land located in Land Lot 26 of the 12<sup>th</sup> Land District, Troup County, Georgia, containing 4.56 acres, more or less, and more particularly described as follows:

BEGINNING at an iron pin set on the West Right of Way of U.S. Highway 29 in the Northwest Quadrant of Land Lot 7, as shown on that Plat of Survey prepared by Clarence J. White, Jr. dated July 30, 1970, and recorded in Plat Book 29, Page 286 run thence North 79° 14' 30" West a distance of 375.48 feet to an iron pin; run thence South 02° 43' 33" West a distance of 173.90 feet to an iron pin set; run thence South 00° 52' 07" West a distance of 32.32 feet to an iron pin set; run thence South 89° 07' 33" West a distance of 1928.50 feet to a concrete monument found which is the POINT

OF BEGINNING of the property described herein; run thence South 89° 53' 10" West a distance of 740.08 feet to a concrete monument found; run thence North 06° 41' 41" West a distance of 248.94 feet to a point; run thence North 20° 10' 27" West a distance of 229.42 feet to an iron pin found; run thence South 88° 09' 20" East a distance of 110.27 feet to an iron pin found; run thence North 62° 33' 41" East a distance of 179.81 feet to a concrete monument found; run thence South 26° 09' 22" East a distance of 436.79 feet to a concrete monument found; run thence South 68° 58' 15" East a distance of 413.41 feet to a concrete monument found which is the POINT OF BEGINNING in the property described herein.

The purchase price of the property shall be Twenty Thousand Dollars (\$20,000.00), which sum shall be paid cash at closing.

At the time sale is consummated Seller agrees to convey title to Purchaser by quit claim deed.

Seller and Purchaser agree that such documents as may be legal and necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time sale is consummated.

Seller has disclosed to Purchaser, and Purchaser has accepted that the property herein conveyed shall be conveyed "As Is," without regard to any warranty of condition, as Purchaser has inspected the property to his or her satisfaction, or had such inspection carried out on his or her behalf, and accepts the property "As Is" without regard to warranty or other promise as to the condition of the improvements on the property.

Time is of the essence of this contract.

This contract constitutes the whole 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 contract. No representation, promises, or inducement not included in this contract shall be binding upon any party hereto.

#### **SPECIAL STIPULATIONS**

1. Seller shall convey by quitclaim deed and shall pay any applicable transfer tax. All remaining closing costs, or any other costs attributable to the

transaction, shall be borne by Purchaser.

2. Possession of premises shall be granted by Seller to Purchaser no later than the date of closing.
3. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
4. Closing shall occur within twenty (20) days from the date of this Agreement.

This \_\_\_\_ day of \_\_\_\_\_, 2020.

**SELLER:**

CITY OF HOGANSVILLE, GEORGIA  
(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[SIGNATURES CONTINUED NEXT PAGE]

**PURCHASER:**

\_\_\_\_\_(SEAL)

James L. Maxwell

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

R:\Jeff\Hoganville\RE\Pump Station Rd\RE Contract (1-12-2020)