



# **SURPLUS PROPERTY BID PACKAGE**

PM File # 4110 , Gwinnett County  
P. I. Number: 161900- , Parcel A

BID DUE DATE: November 15, 2023  
BID OPENING DATE: November 20, 2023

## INSTRUCTIONS TO ALL BIDDERS FOR ALL PARCELS

These Instructions to Bidders, together with the enclosed forms of the Purchase Bid Proposal, set forth the provisions, covenants, terms and conditions of the purchase of the real property, including any improvements that may remain thereon, more particularly identified hereafter. Said Purchase Bid Proposal attached thereto are incorporated in and by reference made a part of these Instructions to Bidders. This entire "bid package" consists of the Instructions to Bidders and the complete forms of the Purchase Bid Proposals.

**This bid process is in compliance with O.C.G.A. § 32-7-4(b)(1) (2018). For more information regarding acceptable bids refer to the Official Code of Georgia Annotated (O.C.G.A.)**

### PREPARATION OF BIDS

The real property which is advertised for bidding consists of separate parcels of land, including any improvements that may still remain thereon and more particularly described in the Purchase Bid Proposal form for each parcel.

Each Purchase Bid Proposal form identifies the respective parcel to which it pertains. A bidding party must bid on any one of the parcels using the appropriate Purchase Bid Proposal form enclosed herein. No bid will be considered unless it is on the appropriate Purchase Bid Proposal form. If more than one parcel is desired to be bid upon by any party, they must be bid separately on the appropriate Purchase Bid Proposal form.

Each Purchase Bid Proposal must have legibly printed the full address, telephone number (including area code) and other requested information concerning the Bidder and must be made only on the appropriate attached Purchase Bid Proposal form. However, and notwithstanding the foregoing, if a bidder requires additional execution space, such space may be provided and utilized by the Bidder and attached to, incorporated in and by reference made a part of this bid.

In order for a bidder to submit a responsive bid to the Invitation for Bids on any parcel, the Bidder must fully execute (including witness and notary) the appropriate Purchase Bid Proposal form for that parcel and fill in the blanks provided therein. **A qualifying Bid Package must be received no later than 5:00 PM on the BID DUE DATE.**

Except as instructed above, any bids submitted that are incomplete, or additions, deletions, changes, substitutions or explanations not called for, shall not be made by any Bidder to the whole or any part of the enclosed Purchase Bid Proposal form attached thereto, and if made, such a bid may be disregarded and deemed as not being responsive to the Invitation for Bids by the Georgia Department of Transportation.

## SUBMISSIONS OF BIDS

To bid for the purchase of a parcel or assemblage of parcels, a "bid email" containing a complete Purchase Bid Proposal must be submitted by email to [ROWSurplus@dot.ga.gov](mailto:ROWSurplus@dot.ga.gov). The subject line of the email must clearly state PROPERTY BID ATTACHED along with the PM number and County of the property and the bid opening date. The message of the email should have:

### SURPLUS PROPERTY BID ATTACHED

County: Gwinnett

PM #: 4110

BID OPENING DATE: 11/20/2023

The bid must be attached as a file to the email and will be opened on the Bid Opening Date. Please be advised that during the present state of emergency we will not accept hand delivered or mailed bids

*It is the bidder's responsibility to ensure that the bid package is received in the Property Section prior to the Bid Opening.*

Each bid for the purchase of a parcel or assemblage of parcels is subject to receipt of a deposit as a percentage of the bid amount due upon notification of the successful bid. The deposit of the successful bidder for the purchase of any parcel shall be retained by the Georgia Department of Transportation until the sale is consummated, and at that time the proceeds therefrom shall be applied as partial payment of the purchase price of that parcel. The Georgia Department of Transportation shall not pay or be responsible for the payment to a bidder any interest or other sum of money on the amount of a deposit that is received for each of the Purchase Bid Proposals of a Bidder.

## OPENING OF BIDS

The bids for the purchase of each of the parcels which form the subject matter of the Invitation to Bidders will be received via email by the Georgia Department of Transportation, Office of Right of Way, One Georgia Center, 600 West Peachtree Street, N.W., Atlanta, Georgia 30308, until 5:00 PM., prevailing legal time, on the published date of the BID DUE DATE. The bids for each individual parcel will be opened on the BID OPENING DATE at 2:00 P.M.

The Department will not release any information regarding bids that have been received prior to the above time.

A Bid Opening Meeting will be held via Microsoft Teams and all bids will be opened and read aloud for the information of Bidders and other properly interested persons. Interested persons may include in the Bid Package email a request to be connected to the Bid Opening Meeting via Microsoft Teams or by phone and will be sent instructions to connect.

### WITHDRAWAL OF BID

A bid may be withdrawn only upon written request received by the Georgia Department of Transportation, Office of Right of Way, One Georgia Center, 600 West Peachtree Street, N.W., Atlanta, Georgia 30308, from the Bidder prior to the time fixed for the opening and public reading of bids. Such request should be sent via email to [ROWSurplus@dot.ga.gov](mailto:ROWSurplus@dot.ga.gov)

Negligence on the part of a Bidder in preparing his bid confers no right for the withdrawal of the bid after it has been publicly opened.

### PURCHASE FUNDS

**By signing the bid submission, the Bidder certifies that he or she has sufficient funds available to purchase the property for the amount of the bid. No contingencies will be accepted on the bids including those related to financing requirements. If the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.**

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**PURCHASE BID PROPOSAL**

**PARCEL A** , 0.25 **Acres on** East Pike Street and SR 20/124  
**Gwinnett County, Georgia**

To: [ROWSurplus@dot.ga.gov](mailto:ROWSurplus@dot.ga.gov)  
Georgia Department of Transportation  
Office of Right of Way  
One Georgia Center  
600 West Peachtree Street, N.W.  
Atlanta, Georgia 30308

The undersigned, as Bidder, hereby declares that each person (natural or artificial) interested in this bid as a principal is named herein and that no other party has any interest in this bid; that this bid is made without connection with any other person making a bid; and that this bid is made without collusion on the part of any person, firm or corporation. The undersigned further certifies that he is authorized to make this bid.

The undersigned further declares that he has carefully examined and fully understands this Purchase Bid Proposal and Instructions to Bidders for all parcels and those instructions are hereby incorporated in and by reference made a part of this Purchase Bid Proposal.

With the above understanding, the undersigned hereby makes the following Bid Proposal for the purchase of property on the above named project and parcel, hereby agrees to the terms, conditions and covenants set forth in this proposal.

**The Appraised Market Value is: \$ 120,000.00**

**The Minimum Acceptable Bid is: \$ 102,000.00**

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The amount of purchase price bid by the undersigned is \$ \_\_\_\_\_. The real property bid upon is more particularly shown on the attached plat.

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The undersigned agrees to pay a deposit upon receipt of the Notice of Successful Bid as follows:

Total Bid Amount Less Than \$100,000.00 = 10% deposit  
Total Bid Amount \$100,000.00 - \$500,000.00 = 5% Deposit  
Total Bid Amount Greater Than \$500,000.00 = 2.5% Deposit

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There may be situations wherein the option holder is unable to complete this transaction within the time allowed for reasons beyond his control. Under these circumstances, the Georgia Department of Transportation, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per 30-day period will be made for such extensions. This charge SHALL NOT be applied toward the purchase price and will be assessed at the beginning of each such 30-day period.

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It is understood and agreed that this proposal is one of several competitive bids made to the Georgia Department of Transportation on this parcel, and in consideration of the mutual agreements of the Bidders to be bound by the terms, conditions and covenants similar hereto, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the undersigned agrees that this proposal shall be an option, which is hereby given by the undersigned to the Georgia Department of Transportation to accept or reject this proposal at any given time within sixty (60) days from the date on which this sealed proposal is opened and read, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the undersigned during the term of said option.

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It is further agreed and understood that if the undersigned is the successful high bidder on this parcel and if the Georgia Department of Transportation accepts this offer, then, upon written notice of bid acceptance being received by the undersigned, this option becomes a binding contract between the undersigned and the Georgia Department of Transportation, subject to the following terms:

- (a) The undersigned agrees that he will accept delivery of the quitclaim deed tendered by the Georgia Department of Transportation and simultaneously pay to the Georgia Department of Transportation the purchase price bid by the undersigned for this parcel within sixty (60) days of notice of bid acceptance date. The undersigned also agrees that the purchase price is to be paid electronically or in the form of a certified check, cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank at the time of tender and delivery of the quitclaim deed, and it is understood and agreed that the deposit in the amount specified in the Purchase Bid Proposal will be applied as part of payment of the purchase price. **All checks should be made payable to Georgia Department of Transportation and payments must be submitted in accordance with instructions on the invoice received by the bidder.**

It is further agreed that if the sale is not consummated due to the fault of the undersigned, then and in that event, the Georgia Department of Transportation shall retain said deposit and shall apply it as fixed and liquidated damages caused by the default of the undersigned. In the event the sale is not consummated for reasons other than the default of the undersigned, said deposit shall be returned to the undersigned without interest.

**(b) Title to the real property and any improvement that may still remain thereon will be taken in the following exact form:**

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**PLEASE PRINT THE NAME(S) EXACTLY AS THEY WILL APPEAR ON THE QUIT CLAIM DEED**

(c) It is understood that the property described herein is to be purchased "as is" and "where is" with no warranty or guarantee, expressed or implied, is made as to the quality or condition of the property or any improvements that may still remain upon said property.

(d) It is understood that this sale is subject to all title exceptions, reservations and easements of any type whether or not of record and that no warranty is made or given by the Georgia Department of Transportation as to the right, title and interest in the property which is to be vested by said quitclaim deed.

(e) It is understood that this sale is subject to and reserving to the owner(s) of the utilities the rights of ownership of, access to and maintenance of any and all utilities that may be located on the property or that may be permitted by the Georgia Department of Transportation at the time of the sale.

(f) It is understood and agreed that the Georgia Department of Transportation does not assume any liability or responsibility for any possible encumbrance, lien, claim or otherwise upon or against said property and that said property is sold subject to the same.

(g) It is understood that no warranty is made by the Georgia Department of Transportation relative to ground locations of property lines.

(h) Should this parcel front on a limited or controlled access roadway, all direct access to and from the adjacent property will be limited to such access as may be provided by the undersigned through any cross easements, frontage roads, and this provision shall be and remain binding upon the purchaser, their heirs, successors and assigns forever.

(i) It is further understood that no warranty as to existing or future zoning of the property is made by the Georgia Department of Transportation and the property is sold subject to any valid zoning laws, flood plain restrictions, if any, and local building codes or ordinances for which the successful bidder shall be responsible.

(j) The undersigned acknowledges that he has personally inspected the property described herein and that if he is the successful high bidder, agrees that he will pay all recording fees, documentary stamp taxes and all other real estate transaction taxes or any other fees by whatever name known.



(k) The undersigned acknowledges and certifies that he has the required funds, in the amount of the bid, sufficient to close the transaction. It is understood that there are no contingencies accepted on the bids including those related to financing requirements. It is further understood that if the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.

(l) It is understood that the Georgia Department of Transportation reserves the unilateral right, in its sole discretion, to repeal or rescind any approval or acceptance, stated or implied, of any bid until the time of delivery of the deed. It is the responsibility of the Grantee to record the deed.

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It is understood that the Georgia Department of Transportation reserves the right in its discretion to reject any one or all bids and the Georgia Department of Transportation further reserves the right to waive formalities. In the event that the undersigned is not the successful high bidder or if this bid is rejected or if all bids are rejected by the Georgia Department of Transportation, it is understood that the payment received in the aforementioned amount will be refunded without interest.

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**TIE BIDS:** In the event two or more responsive high bids are submitted which are equal in amount, the option, if awarded, shall be awarded to the high bidder chosen by lot or toss of the coin at the time the bids are opened.

No bids will be accepted from State Employees or their immediate family or from persons employed in connection with the appraisals, estimates or sale of rights of way on this project unless such persons are the former owner of the parcel bid upon or hold title to abutting lands through the former owner.

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It is agreed that all notices and matters arising in connection with this transaction will be directed to the undersigned in person or by mail addressed to the undersigned Bidder as printed below:

NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: HOME \_\_\_\_\_ OFFICE \_\_\_\_\_

Signed, Sealed and Delivered this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Bidder (L.S.)

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**ACCEPTANCE BY THE DEPARTMENT**

DEPARTMENT OF TRANSPORTATION  
An agency of the State of Georgia

Signed, Sealed and Delivered this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Kevin D. York  
State Right of Way Administrator (L.S.)

LEGAL DESCRIPTION FOR GEORGIA DEPARTMENT OF TRANSPORTATION

SURPLUS PARCEL: PM 4110

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 146 OF THE 5<sup>TH</sup> DISTRICT, GWINNETT COUNTY, GEORGIA.

BEGINNING AT AN IRON PIN SET AT THE NORTHEAST CORNER OF THE PARCEL ALONG THE SOUTHERN VARIABLE WIDTH RIGHT OF WAY OF EAST PIKE STREET AND BEING ALONG THE RIGHT-OF-WAY OF EAST PIKE STREET A VARIABLE WIDTH RIGHT-OF-WAY, COMMON WITH THE NORTHWEST CORNER OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY EUGENE BRISCOE AS RECORDED IN DEED BOOK 12470, PAGE 99 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE, HAVING GEORGIA STATE PLANE GEORGIA WEST NAD83(2011) COORDINATES OF NORTHING=1,439,626.202 FEET, EASTING=2,351,571.488 FEET AND BEING THE POINT AND PLACE OF BEGINNING;

THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY OF EAST PIKE STREET, A VARIABLE WIDTH RIGHT-OF-WAY AND RUNNING WITH THE WESTERN PROPERTY LINE OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY EUGENE BRISCOE AS RECORDED IN DEED BOOK 12470, PAGE 99 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE, SOUTH 04 DEGREES 07 MINUTES 04 SECONDS EAST, A DISTANCE OF 143.883 FEET TO AN IRON PIN SET, BEING THE NORTHEAST CORNER OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY 21 NOVA INC AS RECORDED IN DEED BOOK 53445, PAGE 131 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE;

THENCE LEAVING SAID WESTERN PROPERTY LINE OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY EUGENE BRISCOE AS RECORDED IN DEED BOOK 12470, PAGE 99 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE AND RUNNING WITH THE NORTHERN PROPERTY LINE OF SAID PARCEL OF LAND OWNED NOW OR FORMERLY BY 21 NOVA INC AS RECORDED IN DEED BOOK 53445, PAGE 131 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE, SOUTH 86 DEGREES 03 MINUTES 51 SECONDS WEST FOR A TOTAL DISTANCE OF 84.200 FEET TO AN IRON PIN SET IN THE EASTERN RIGHT-OF-WAY OF BUFORD DRIVE;

THENCE LEAVING SAID NORTHERN PROPERTY LINE OF THAT PARCEL OF LAND OWNED NOW OR FORMERLY BY 21 NOVA INC AS RECORDED IN DEED BOOK 53445, PAGE 131 OF THE GWINNETT COUNTY, GEORGIA CLERK OF COURT'S OFFICE AND RUNNING WITH THE EASTERN RIGHT-OF-WAY LINE OF BUFORD DRIVE/S.R.20, NORTH 00 DEGREES 37 MINUTES 26 SECONDS WEST, A DISTANCE OF 113.16 FEET TO AN IRON PIN SET;

THENCE FOLLOWING A MITER FORMED BY THE INTERSECTION OF WESTERN RIGHT-OF-WAY OF BUFORD DR/S.R.20 AND THE SOUTHERN RIGHT-OF-WAY OF EAST PIKE STREET, NORTH 48 DEGREES 03 MINUTES 11 SECONDS EAST, A DISTANCE OF 48.774 FEET TO AN IRON PIN SET;

THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF EAST PIKE STREET NORTH 84 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 38.786 FEET TO THE POINT AND PLACE OF BEGINNING

CONTAINING 10,883 SQUARE FEET (0.25 ACRES) MORE OR LESS AND BEING SHOWN ON THAT CERTAIN PLAT ENTITLED "BOUNDARY SURVEY FOR: GEORGIA DEPARTMENT OF TRANSPORTATION, GDOT SITE ID: PM4110, EAST PIKE STREET AND SR 20/124, LAND LOT 146, 5<sup>TH</sup> LAND DISTRICT, LAWRENCEVILLE,

GWINNETT COUNTY, GEORGIA, DATED FEBRUARY 22, 2023, PERFORMED BY GPI GEOSPATIAL, INC.,  
UNDER THE SUPERVISION OF A. CORY WILLIAMS, PLS NO. 3474.

