

# The Colbert County Commission



## Invitation for Sealed Bids Sale of Government Real Property

*7.12 AC ± ON US HWY 72*

*PARCEL: 13-02-10-3--003-014.000*

*AND*

*3.21 AC ± ON US HWY 72*

*PARCEL: 13-02-09-4-004-005.007*

## 1. Introduction and Overview

The Colbert County Commission will accept sealed bids containing offers to purchase two parcels of real property owned by Colbert County, Alabama (the “County”) and located along US Highway 72 in Tuscumbia, Alabama. Bids will be accepted until 10:00 AM on December 17, 2021. Sealed bids will be publicly opened on December 17, 2021, at 2:00 PM and will be awarded at the sole discretion of the Colbert County Commission. The successful bidder will be required to make an earnest money deposit equal to 5% of the successful bid within 48 hours of bid acceptance. The earnest money deposit must be in the form of a cashier’s check or wire transfer. The County reserves the right to accept or reject any or all bids. Bidding instructions and information about the properties to be sold is contained within this packet.

A Bidder may place a bid solely for Parcel 1, solely for Parcel 2, or may place a bid for each Parcel.

Parcel 1 can be generally described as a 7.15 acre ± parcel along the vibrant Highway 72 corridor inside the city limits of Tuscumbia, Alabama. The site contains two buildings. The larger building (the former Colbert County School Board building) is one story cinderblock construction and has approximately 44,000 sq. ft. under roof. The smaller building, which formerly housed the Colbert County Juvenile Probation Office, is of the metal construction and is approximately 1800 sq. ft. under roof. The site also contains a large asphalt parking lot of approximately 145,000 sq. ft. in size.

Parcel 2 can be generally described as a 3.21 acre ± unimproved parcel along the vibrant Highway 72 corridor inside the city limits of Tuscumbia, Alabama. This site contains approximately 446.26’ of frontage along Highway 72 and has a depth of approximately 306.59’. Parcel 2 is relatively flat and believed to be suitable for development.

## 2. Property Information

### LEGAL DESCRIPTION

#### **Parcel 1:**

A part of the SW ¼ of the SW ¼ of Section 10, Township 4 South, Range 11 West, Colbert County, Alabama, more particularly described as follows, to-wit: to find the point of beginning, commence at the SW corner of said Section 10 and run North 5° 27’ West for 110’ to the North line of US Highway 72 (Tuscumbia By-Pass); run thence South 85° 00’ East along said Highway for 50.84’ to the point of beginning; run thence North 5° 27’ West for 1092.67’ to the South line of Joe Wheeler Highway; run thence South 68° 12’ East along said Joe Wheeler Highway for 449.93’ to a point; run

thence South  $5^{\circ} 27'$  East, for 959.89' to the North line of the aforementioned US 72; run thence North  $85^{\circ} 00'$  West for 400.00' to the point of beginning, containing 9.25 acres, more or less.

LESS AND EXCEPT THEREFROM, the following described tract of land which was conveyed by Alabama State Board of Education to J. H. PROPERTIES by deed dated September 28, 1995, and recorded in Microfiche Record 9519, Frames 767-768, to-wit:

Part of the SW  $\frac{1}{4}$  of Section 10, Township 4 South, Range 11 West, Colbert County, Alabama, being more particularly described as follows: Commence at the SW corner of said Section 10; thence North  $05^{\circ} 27' 00''$  West for 110.00'; thence South  $85^{\circ} 00' 00''$  East, 450.84' to the intersection of the East right-of-way of Crest Avenue and the North right of way of US Highway No. 72; and the point of beginning; thence along said East right-of-way of Crest Avenue, North  $05^{\circ} 27' 00''$  West for 200.00'; thence leaving said right-of-way North  $84^{\circ} 33' 00''$  East for 393.36'; thence South  $05^{\circ} 27' 00''$  East, for 272.55' to the aforementioned North right-of-way of US Highway No. 72; thence along said right-of-way North  $85^{\circ} 00' 00''$  West for 400.00' to the point of beginning. Said tract contains 2.13 acres.

Containing, after said exception, 7.15 acres.

**Parcel 2:**

A tract of land lying in the SE  $\frac{1}{4}$  of Section 9, Township 4 South, Range 11 West, Colbert County, Alabama, and being more particularly described as follows, to wit: To find the point of beginning, commence at the SE corner of said Section 9; thence N  $05^{\circ} 27' 00''$  W 109.75' to the intersection of the Northwardly right-of-way of US Highway 72 (200 foot right-of-way) with the Westwardly right-of-way of William F. Gardiner Avenue (formerly Crest Avenue-50' right of way); thence N  $85^{\circ} 00' 00''$  W and along the Northwardly right-of-way of said US Highway number 72 463.94' (deed call) to an existing tack and lead in concrete at the PC of a curve to the left having a radius of 6157.78'; thence along said curve and along said right-of-way an arc distance of 436.07' (chord bearing N  $87^{\circ} 01' 43''$  W-chord distance of 435.98'); thence along said right of way and along said curve, an arc distance of 400.50' (chord bearing S  $89^{\circ} 04' 45''$  W-chord distance 400.43') to an existing iron pin at the point of a compound curve to the left having a radius of 4474.94'; thence along said curve and along said right of way an arc distance of 19.58' (chord bearing S  $87^{\circ} 06' 16''$  W-chord distance of 19.58') to an iron pin set (Typical R. Collins, L. S.-13406) and to the point of beginning; continue thence along the said curve and along said right of way an arc distance of 446.26' (chord bearing S  $84^{\circ} 07' 20''$  W-chord

distance 446.07') to an existing iron pin at the intersection with the Eastwardly right-of-way of Avenue "E" (60 foot right-of-way); thence N 06° 45' 31" W and along the Easterly right of way of said Avenue "E", 306.59' to an iron pin set; thence leaving said right-of-way N 84° 09' 05" E, 466.01' to an iron pin set; thence S 03° 01' 57" E, 306.70' (passing over an existing iron pin at 94.21') to the point of beginning.

This property is part of land subdivided and known as "TUSCUMBIA CENTER," according to the map or plat of said subdivision recorded in the Office of the Judge of Probate of Colbert County, Alabama in Map Book 3, Pages 121-122.

SUBJECT, HOWEVER, TO the following:

1. Utility easement 20' in width along the West side and along a portion of the North side of subject property is shown on survey of Billy S. Shoemaker, registered land surveyor, dated April 5, 2005.
2. Easement 10' in width along the East side of subject property as shown on survey of Billy S. Shoemaker, registered land surveyor, dated April 5, 2005.
3. Utility and drainage easement 5' in width along the South side of subject property and 10' around Ryan Court, as shown on survey of Billy S. Shoemaker, registered land surveyor, dated April 5, 2005.
4. Right-of-way for the North half of a cul-de-sac for Ryan Court as shown on survey of Billy S Shoemaker, registered land surveyor, dated April 5, 2005.
5. A nonexclusive easement for ingress and egress as set forth in instrument recorded in at Microfiche 2006-28, Frames 374 in the Office of the Judge of Probate of Colbert County, Alabama.
6. Subject to a 60' access road right of way and utility easement as set forth in instrument recorded in Microfiche 2006-28, Frame 370 in the office of the Judge of Colbert County, Alabama.

#### **TAX PARCEL IDENTIFICATION NUMBERS**

**Parcel 1:** 13-02-10-3--003-014.000

**Parcel 2:** 13-02-09-4-004-005.007

## EASEMENTS, ENCROACHMENTS, AND RESERVATIONS

The property will be sold subject to all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights of way, and any easements, reservations, rights, and covenants reserved to the grantor herein.

Parcel 2 is also to be conveyed subject to the following:

1. Utility easement 20' in width along the West side and along a portion of the North side of subject property is shown on survey of Billy S. Shoemaker, registered land surveyor, dated April 5, 2005.
2. Easement 10' in width along the East side of subject property as shown on survey of Billy S. Shoemaker, registered land surveyor, dated April 5, 2005.
3. Utility and drainage easement 5' in width along the South side of subject property and 10' around Ryan Court, as shown on survey of Billy S. Shoemaker, registered land surveyor, dated April 5, 2005.
4. Right-of-way for the North half of a cul-de-sac for Ryan Court as shown on survey of Billy S Shoemaker, registered land surveyor, dated April 5, 2005.
5. A nonexclusive easement for ingress and egress as set forth in instrument recorded in at Microfiche 2006-28, Frames 374 in the Office of the Judge of Probate of Colbert County, Alabama.
6. Subject to a 60' access road right of way and utility easement as set forth in instrument recorded in Microfiche 2006-28, Frame 370 in the office of the Judge of Colbert County, Alabama.

## UTILITIES AND SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact utility providers for the local service area to determine utilities serving the property or capable of serving the property and whether such meets Purchaser's intended use thereof.

### 3. Terms of Sale

#### DEFINITIONS

- A. **Backup Bidder.** The term “backup bidder” refers to the bidder, whose bid conforms to the terms and conditions of this IFB, is the 2<sup>nd</sup> highest dollar bid received, and as determined by the County to be the 2<sup>nd</sup> most acceptable bid.
- B. **Bidder(s).** The term “bidder” or “bidders” refers to the offeror or offerors for the purchase of the property.
- C. **Earnest Money.** The term “earnest money” refers to the Bidder’s deposit of money demonstrating a good faith offer to fully execute and comply with all terms, conditions, covenants, and agreements contained in any contract resulting from the County’s acceptance of the Bidder’s offered bid price.
- D. **High Bidder.** The term “high bidder” refers to the bidder whose bid conforms to the terms and conditions of this IFB, is the highest dollar bid received, and is determined by the County to be the most acceptable bid.
- E. **Invitation for Bids.** The term “Invitation for Bids” (“IFB”) refers to this document and any attachments hereto, subsequent modifications hereof, or any supplements, addenda, or amendments issued by the County prior to December 17, 2021, at 10:00 AM.
- F. **Property.** The term “property” refers to the property or properties described as Parcel 1 and Parcel 2 in this IFB.

#### DESCRIPTION PROVIDED IN IFB

The description of the Property, and all the information provided with respect to the Property set forth in this IFB, are based on the best information available to the County and are believed to be correct. Any error or omission shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price. This IFB may be modified and amended by the County at any time prior to December 17 at 10:00 AM.

#### INSPECTION

Bidders wishing to inspect the Property are urged to do so prior to submitting a bid. No information contained in this IFB should be understood as a warranty or representation regarding the condition or existence of any improvements of the Property and should not be relied upon in place of the Bidder’s own inspection. Any maps, illustrations, photographs, or other graphical images of the Property are provided for visual context and are not to be relied upon in place of the Bidder’s own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property,

will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid.

Arrangements may be made to inspect the Property by contacting the following person:

Roger Creekmore  
County Administrator  
201 N Main St  
Tuscumbia AL 35674  
[rcreekmore@colbertcounty.org](mailto:rcreekmore@colbertcounty.org)  
(256) 386-8501

### CONDITION OF PROPERTY

The Property is offered for sale “**AS IS**” and “**WHERE IS**” without representation or warranty, expressed or implied. The ultimate Purchaser and Purchaser’s successors and assigns further acknowledges that the County makes no representation or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Property. The County makes no other agreement or promise to alter, improve, adapt, or repair the Property not otherwise contained in this IFB. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser.

No employee or agent of County is authorized to make any representation or warranty as to the quality or condition of the Property, its merchantability, suitability, or fitness of the property for any use whatsoever, known or unknown to County, or compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance.

All Bidders acknowledge that various forms of mold are or may be present at various locations in the building located on Parcel one of the Property. Mold and mold growth may create toxins that can cause adverse health reactions to some humans after exposure.

## ZONING

The Property is subject to the jurisdiction of the zoning authority for the City of Tuscumbia, Alabama. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder; and the County makes no representation regarding zoning matters. Information regarding zoning of the Property may be had by contacting the following person:

Luster Echols  
City of Tuscumbia  
[lecholsor@comcast.net](mailto:lecholsor@comcast.net)  
(256) 386-5654

## RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the closing of the contemplated transaction.

## TAXES, ASSESSMENTS, AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the County in lieu of taxes, if any, which amount shall be prorated between Purchaser and the County, based upon the date of conveyance.

## REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the property are binding offers and once accepted for contract by the County, the successful bidder will become obligated to pay Earnest Money equal to 5% of the amount of the successful bid to the benefit, custody, and accountability of the County.

In the event of (1) revocation of a bid after December 17, 2021 at 2:00 PM, but prior to acceptance of the high bid by the County, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the County at the option of the County as damages for breach of contract, in which event Purchaser shall be relieved from further liability.



## COUNTY LIABILITY

If the County accepts a bid for the purchase of the Property and (1) the County fails for any reason to perform its obligations as set forth herein, or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close, or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of the IFB, the County's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to the County, without interest, whereupon, on payment of such amount to Purchaser, County shall have no further liability to Purchaser.

## TITLE INSURANCE AND EXAMINATION

Within 21 days of acceptance of Purchaser bid, the County shall cause to be delivered to Purchaser a binding commitment to issue a 2006 ALTA owner's policy of title insurance issued by North Alabama Abstract & Guaranty Company, as agent for Chicago Title Insurance Company. Purchaser shall have a period of 10 days from receipt of the Title Commitment to review the same and determine whether such Title Commitment is acceptable to Purchaser. If Purchaser finds the Title Commitment to be unacceptable, the purchaser may elect not to proceed with consummation of the transaction and requests return of the Earnest Money paid. The County will execute such documents as may be reasonably required by the title company, closing attorney or settlement agent to remove any exceptions from coverage contained on Schedule B, Part II of the Title Commitment as are capable of removal without additional cost to the County.

## DEED OF CONVEYANCE

If a bid for the purchase of the Property is accepted, the County shall convey the Property to the Purchaser by statutory warranty deed.

## COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that it has not employed or retained any person or agency to solicit or secure the conveyance contemplated by this IFB upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies. In no event will the County be responsible for commissions or fees to real estate agents or brokers acting on behalf of Purchaser or any Bidder.

## CONTINUING OFFERS

Each bid received in response to this IFB shall be deemed to be a continuing offer for 60 days after the opening of bids, or until such date as a bid is accepted or rejected by the County, whichever is shorter.

## TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale shall be 45 calendar days after acceptance of the bid. Upon written agreement by the County, the Purchaser may close the transaction prior to the expiration of the 45 calendar day period.

On the closing date, the Purchaser shall tender to the closing attorney the balance of the purchase price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation of receipt of Purchaser's funds, the closing attorney shall deliver instrument of conveyance to the Purchaser, to be recorded at Purchaser's expense. Possession of the Property will be assumed by the Purchaser at the time of closing. The County reserves the right to extend the closing date for a reasonable amount of time.

## CLOSING COSTS

The County shall pay the cost of title examination, the premium for the owner's title insurance policy, and the cost associated with preparation of the instrument of conveyance. All other closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. All instruments of conveyance and security documents shall be placed on record in the office of the Judge of Probate of Colbert County, Alabama, at Purchaser's sole expense.

## NON-DISCRIMINATION

The County provides equal opportunities for all businesses and does not discriminate against any person regardless of race, sex, creed, age, disability, national origin, or religion in consideration for an award.

## ACCEPTANCE OF SEALED BIDS

The County will accept sealed bids until 10:00 AM, Friday December 17, 2021 (the "Due Date"). Bids will be publicly opened at 2:00 PM on December 17, 2021, in the offices of the Colbert County Commission.

The County reserves the right to waive any irregularity or defect in any submission, request, clarification, or additional information regarding Bids, to cancel this Invitation to Bid, and to reject all Bids at its sole discretion. The County shall assume no liability for expense incurred by a bidder in replying to this Invitation to Bid.

## 4. Instructions to Bidders

### BID SUBMISSION PROCEDURES

1. Sealed Bids must be received on or before the Due Date. Bids received after the Due Date will not be considered.
2. Bids submitted in person should be enclosed inside one (1) opaque envelope marked "SEALED BID —Highway 72 Properties" and addressed to:  
  
Roger Creekmore  
Colbert County Administrator  
201 N Main St  
Tuscumbia AL 35674
5. Bids submitted by U.S. Mail or "Express/Overnight" delivery service must be enclosed in a separate inner envelope or package sealed and identified as stated above and must be delivered prior to the Due Date.
6. Bidders may bid on either or both Parcel 1 and Parcel 2.

## 7. Method of Award

COMPLETE RESPONSES TO THIS IFB WILL BE EVALUATED BY COUNTY STAFF AND WILL BE REVIEWED BY THE COUNTY COMMISSION AT A REGULAR MEETING. THE DATE OF THE REGULAR MEETING AT WHICH BIDS WILL BE REVIEWED WILL BE ANNOUNCED AT A LATER DATE BY INCLUSION OF THIS IFB ON A MEETING AGENDA PUBLICIZED IN THE NORMAL COURSE OF COUNTY COMMISSION BUSINESS. DECISIONS TO ACCEPT ANY BID TO PURCHASE THE PROPERTY ARE AT THE SOLE DISCRETION OF THE COUNTY COMMISSION. THIS IFB PROCESS SHALL NOT CREATE A BINDING OBLIGATION ON THE PART OF THE COUNTY OR THE COUNTY COMMISSION TO SELL THE PROPERTY UNLESS AND UNTIL A PURCHASE AND THE SALE AGREEMENT HAS BEEN EXECUTED.

# Colbert County, Alabama

*BID FORM*

## **PARCEL ONE**

**7.12 AC ± ON US HWY 72**

**PARCEL: 13-02-10-3--003-014.000**

**Legal Name of Bidder:**

\_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_

\_\_\_\_\_

**Contact Person:**

\_\_\_\_\_

**Phone:**

( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Email Address:**

\_\_\_\_\_

**Amount of Offer:**

\$ \_\_\_\_\_

**Offer Type (circle one):**

CASH

FINANCED

\_\_\_\_\_  
Authorized Bidder Representative Signature

Print Name: \_\_\_\_\_

# Colbert County, Alabama

*BID FORM*

## PARCEL TWO

**3.21 AC ± ON US HWY 72**

**PARCEL: 13-02-09-4-004-005.007**

**Legal Name of Bidder:**

\_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_

\_\_\_\_\_

**Contact Person:**

\_\_\_\_\_

**Phone:**

( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Email Address:**

\_\_\_\_\_

**Amount of Offer:**

\$ \_\_\_\_\_

**Offer Type (circle one):**

CASH

FINANCED

\_\_\_\_\_  
Authorized Bidder Representative Signature

Print Name: \_\_\_\_\_

# Colbert County Commission

## Public Notice of Invitation to Bid

NOTICE IS HEREBY GIVEN that the Colbert County Commission will receive by sealed bids offers to purchase two (2) parcels of real property identified in this notice and more particularly described in an Invitation for Bids available to interested persons upon request. Sealed bids will be accepted until December 17, 2021, at 10:00 AM. Bids will be publicly opened on December 17, 2021, at 2:00 PM in the office of the Colbert County Commission, 201 N. Main St., Tuscumbia, AL 35674. Bids received after 10:00 AM on December 17, 2021 will not be considered.

The properties for which offers to purchase will be accepted are generally identified as follows:

Parcel 1:            7.12 ac ± on US Hwy 72  
                         Tax Parcel Number: 13-02-10-3--003-014.000

Parcel 2:            3.21 ac ± on US Hwy 72  
                         Tax Parcel Number: 13-02-09-4-004-005.007

Persons interested in making an offer to purchase either or both of the properties should request a bid package from the office of the Colbert County Commission, 201 N Main St, Tuscumbia, AL 35674; (256) 386-8501.

The bid package contains information regarding the terms on which the properties will be sold and specific instructions which must be followed in order for a bid to be considered.