

INVITATION FOR SEALED BIDS:
PROPOSED SALE OF SURPLUS REAL PROPERTY BY THE CLINCH COUNTY
BOARD OF EDUCATION

The Clinch County Board of Education (the "Board") invites sealed bids for the purchase of Board-owned real property located in Homerville, Clinch County Georgia.

1. General Information:

A. This invitation for sealed bids and supporting documents (the "Invitation for Sealed Bids") are available at the central office of Clinch County Board of Education, 46 S College Street Homerville GA 31634, and on the Clinch County Board of Education website: <https://www.clinchcounty.com/domain/23>

B. Inquiries regarding bid requirements shall be directed in writing to:

Lori James, Superintendent
ljames@clinchcounty.com
46 S College Street
Homerville GA 31634

2. **Description of Property:** A portion of Tax Parcel No.: H04 020, being the westernmost 6.096 acres of said tax parcel and being further described on a survey recorded in plat book I, page 463 in the office of the Clerk of Superior Court of Clinch County, Georgia (the "Property"). The Property being further described in the Invitation for Sealed Bids.

3. **Questions and Answers:** Any questions regarding the bid documents or the bid process that are not answered in this Invitation for Sealed Bids shall be directed in writing to the Superintendent no later than 5:00 p.m. on February 2, 2025. Inquiries may be mailed, hand delivered or e-mailed. Telephone inquiries will not be accepted. The Superintendent will endeavor to post answers to duly initiated inquiries will be posted on the Board's website (<https://www.clinchcounty.com>). Bidders should check website before preparing a bid. No verbal response will bind the Board. Only the Superintendent's written communications (the Invitation for Sealed Bids and Answers to Bid Inquiries) constitute an official response.

4. Terms & Conditions:

A. **General Conditions:**

1. The Board expressly reserves the right to reject any or all bids or to waive any informalities, and to accept the bid that the Board, at its sole discretion, determines best serves the interests of the Clinch County School District and its residents and taxpayers. The Board reserves the right to extend the date to review and accept bids. The Board, or Superintendent, reserves the right to discuss with any or all Bidders, that Bidder's bid and acquire additional information from the Bidder, particularly concerning that Bidder's intended use of the property.

2. The Property is being offered and will be sold "as is," "where is" and "with all faults" and will be conveyed by Special Limited Warranty Deed only, subject to those matters and restrictions as shown in this Invitation for Sealed Bids, shown in the Special Limited Warranty Deed attached as Exhibit 4 and shown in the Attorneys' Preliminary Certificate of Title attached as Exhibit 3-A to the Real Estate Sales Contract. Further, the Property will be sold under the terms and conditions of a Real Estate Sales Contract executed by the Board and the successful bidder. Said Real Estate Sales Contract contains covenants and obligations that may survive the execution and delivery of the Special Limited Warranty Deed and the closing of the Property. The Special Limited Warranty Deed and Real Estate Sales Contract are contained in Invitation for Sealed Bids.

3. At the time of the submission of the bid, the Bidder must state its intended use for the Property and may submit additional information concerning its intended use for the Property.

4. At the time of the submission of the bid, the Bidder must submit earnest money in certified funds made payable to the Board in the amount of 10 percent of the bid amount. (The earnest money of all unsuccessful bidders shall be returned immediately upon the completion of the bid evaluation and acceptance by the Board).

5. Any and all due diligence and property inspections must be completed before the date of the bid opening as no provision is made for a due diligence period once bids have been opened.

6. Funds shall be collected from the successful Bidder at the closing in the form of a cashier's check, wire transfer or bank-issued certified check.

7. All closing costs, including the Board's closing attorney's fees, shall be borne by the successful Bidder and shall be paid at closing. The transaction shall be closed by the Law Office of Chad R. Corlee, LLC 172 W. Dame Avenue, Homerville, Georgia.

8. The terms and conditions are more fully stated in the Invitation for Sealed Bids which shall control if there is any conflict with this Notice.

9. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the Board shall apply.

B. Preparation and Submission of Bids: Bidders should submit one (1) original bid and it must be submitted in accordance with the following instructions:

1. Include in the bid:

- a. Bid Form (must use the form attached);
- b. Real Estate Sales Contract (must use the form attached);
- c. Earnest Money Deposit; and
- d. Evidence of Authority to sign (when applicable).

2. Documents shall be signed and dated in blue ink. All blank spaces must be typed or handwritten in blue ink. All dollar amounts must be in both words and figures. In the events of a discrepancy, bid amounts written in words shall prevail over the amount written in figures. Any corrections to any entry must be lined out and initialed by the Bidder. The use of correction tape or fluids is prohibited.

3. In cases where the Bidder is a company or organization, bids shall be signed by hand by an officer or principal of the Bidder with the authority to execute a Real Estate Sales Contract. Joint ventures, consortia, associations or partnerships shall be treated the same. Evidence of the signatory's authority to sign and a listing of the full names and addresses of all participants in the joint venture, consortium, association or partnership shall be attached to the Bid submittal, together with either (i) a copy of the LLC certification of organization and operating agreement or resolution showing the signor's authority to sign and bind the Bidder, or (ii) a copy of the certificate of incorporation of the corporate Bidder and a corporate resolution designating officers with authority to sign and bind such corporate Bidder.

4. Bids must be sealed and clearly marked with the Bidder's name and address and the following identification: "Sealed Bid for Sale of Real Property: 6.096 acres - US Highway 84".

5. Bids shall be addressed and delivered to:

Lori James, Superintendent
ljames@clinchcounty.com

46 S College Street
Homerville GA 31634

6. Bids may not be withdrawn once they have been received by the Superintendent.

C. Bid Opening:

1. Sealed bids will be received until the bid time and Bids shall be opened in the open public date at the location indicated below:

Bid Date: Tuesday, February 25th, 2025
Bid Time: 1:00 pm, local time
Location: Clinch County Board of Education
Central Office
BOE Meeting Room
46 S College Street
Homerville GA 31634

2. Any bid received after 1:00 p.m. on Tuesday, February 25th, 2025 may not be considered. Bids submitted by fax or email will not be accepted. It shall be the sole responsibility of the bidder to have its/his/her bid delivered on or before the stated date and time. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Board's Central Office. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return to the bidder upon his/her request and at his/her expense.

3. The Superintendent, or her appointee(s), will open and review the bids on the date and time listed above. Bidders are welcome to attend. Copies of all bids and a written report will be provided to the Board identifying which bid(s) the Superintendent recommends that the Board approve or reject.

D. Right to Reject Bids: The Board reserves the right to reject any and all bids, and to cancel the sale at any time prior to closing. Any and all bids may be rejected if they are deemed in the judgment of the Board to be non-responsive to the Invitation for Sealed-Bids.

E. Return of Earnest Money to Unsuccessful Bidders: Upon completion of the bid evaluation by the Superintendent and acceptance of her recommendation by Board at its next regular meeting directly following the acceptance of the bid amount, all

bidders shall be notified that a successful bidder has been selected. At that time, return of earnest money shall be made to all unsuccessful bidders by certified mail.

F. Notice of Award and Closing: Upon completion of the bid evaluation by the Superintendent and acceptance of her recommendation by the Board (the Board's intends on considering the Superintendent's recommendation at its next regular meeting following the bid date) directly following the acceptance of the bid amount, the Board shall send the successful bidder a Notice of Award and request the preparation of a Special Limited Warranty Deed by the closing attorney. After the Special Limited Warranty Deed has been prepared, it will be presented along with the Purchase Contract to the Chairman of the Board for execution. At that time, the Board will direct the closing attorney to provide instructions to the successful bidder in all matters related to the closing, including time and date of the closing and the type and amount of funds to be collected at the closing, if necessary. Upon completion of the transaction, the Board will distribute any documents and cause the deed to be recorded in the office of the Superior Court Clerk for Clinch Board.

N. The Board's Rights upon Failure of Successful Bidder to Close: If a closing is necessary, in accordance with the terms set forth in this Invitation for Sealed Bids, the Board shall, as may be necessary, pursue its rights upon the failure of the successful bidder to close the transaction for which Notice of Award has been made. If for any reason the successful bidder fails to close within 30 calendar days of the Notice of Award, i.e., render full payment of the consideration upon which the bid was awarded, such failure shall be construed as a refusal to pay the consideration due the Board under the terms of the Real Estate Sales Contract and Invitation for Sealed Bids and as a refusal to accept the Board's deed. The Board shall, at its option, retain the earnest money deposit and have the right to pursue any and all remedies available to it at law or in equity, including but not limited to the right to specific performance. If the Board is successful in enforcing its right to specific performance, the Board may demand that the successful bidder pay the Board's reasonable attorney's fees incident thereto.

O. Exhibits: The following Exhibits are attached to this Invitation of Sealed Bids and are incorporated herein for all purposes:

Exhibit 1 - Plat of the Property

Exhibit 2 - Bid Form

Exhibit 3 - Real Estate Sales Contract

Exhibit 3-A - Attorneys' Preliminary Certificate of Title

Exhibit 4 - Special Limited Warranty Deed

Exhibit 1 - Plat of the Property

Exhibit 2 - Bid Form

Sealed Bid for Sale of Real Property: 6.096 acres - US Highway 84, Homerville, Georgia

Bidder's Name or Legal Business Name: _____

My Bid to Purchase this property is \$ _____ (in numbers).

\$ _____ (in words).

Enclosed is my earnest money deposit in certified funds in the amount of \$ _____, which is equal to 10% of my bid amount.

Intended use of the property (attached additional pages or plans if necessary:

In submitting this bid, the bidder acknowledges the following:

- Sale of the above-referenced property will be awarded to the highest responsive bidder.
- Bids may not be withdrawn once they have been received.
- The above-referenced property is being sold "as is" "where is" and "with all faults" and will be conveyed by Special Limited Warranty Deed only.
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to Clinch County Board of Education, Georgia in the amount of 10% of the bid amount written above.
- The Board reserves the right to reject any and all bids, including but not limited to those bids that do not meet designated minimum bid amount, and to cancel the sale at any time prior to closing. Any and all bids may be rejected if they are deemed in the judgment of the Board to be non-responsive to the Invitation for Sealed-Bids.
- At the time of submission of the offer, the Bidder must provide evidence of availability of funds with an irrevocable letter of availability of funds from a banking institution (Proof of Funds).
- Any and all due diligence and property inspections should be completed before the date of the Bid Opening since no provision is made for a due diligence period once bids have been opened.
- Funds shall be collected from the Successful Bidder in the form of cash, cashier's check, wire transfer, or bank issued certified check.

- All closing costs, including Clinch County Board of Education's closing attorney's fees shall be borne by the Bidder and shall be paid at closing.
- Successful Bidder must close on the above-referenced property in accordance with the terms and conditions of the Real Estate Sales Contract and the Invitation for Sealed Bids.
- The Real Estate Sales Contract shall contain covenants and obligations that shall survive the execution of the Special Limited Warranty Deed and the closing of the above-referenced property and that impose certain requirements upon the Bidder's use of such property.

Bidder's Address: _____

Phone Number: _____ Email Address: _____

Bidder's Title (if appropriate): _____

Bidder's Signature: _____ Date: _____

Exhibit 3 - Real Estate Sales Contract

Sealed Bid for Proposed Sale of Real Property: 6.096 acres - US Highway 84, Homerville, Georgia

1. The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

The Purchase Price of the Property shall be _____
(\$ _____).

2. Cash Sale. This is a cash transaction with no contingencies for financing allowed and Purchaser shall pay the Clinch County Board of Education's attorney's fees for closing costs.

3. Earnest Money. A good faith deposit of U.S. Dollars in certified funds in the amount of \$ _____) (10% of the bid amount) is herein paid as a part of this Bid and shall be treated as Earnest Money. The amount of the good faith Earnest Money deposit shall be applied toward the Purchase Price at closing. Disbursement of Earnest Money: Clinch County Board of Education may (i) disburse the Earnest Money to Purchaser if contract is not accepted, unless that issue is disputed; (ii) disburse the Earnest Money for credit to Purchaser at Closing; (iii) disburse the Earnest Money pursuant to a separate written agreement signed by the parties, agreeing to the terms of the disbursement of the Earnest Money; (iv) disburse the Earnest Money upon order of a court which has jurisdiction over the matter; or (v) if the Contract has been terminated or Closing has failed to occur, no more than thirty (30) days after the date of the Notice of Award, Clinch County Board of Education shall notify all parties of its disbursement decision. Upon receipt of said decision, the Purchaser shall have ten (10) days to object to the disbursement. After receipt of a party's objection, Clinch County Board of Education may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.

4. Seller will convey to Purchaser title to the Property by Special Limited Warranty Deed. Seller makes no representations as to title in any form or fashion except as provided in the Special Limited Warranty Deed. However, a title policy will be provided to the Purchaser at closing based on the Attorneys' Preliminary Certificate of Title attached to this contract as Exhibit 3-A. The Purchaser shall pay for the title policy, the price of which will be based on the purchase price at First American Title Insurance standard rates. It is understood that the property is subject to all reservations, easements, rights of way, and

restrictive covenants of record or on the premises, and to all government statutes, rights of redemption, ordinances, rules and regulations, and those matters stated in the Special Limited Warranty Deed.

5. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at or before the time the sale is consummated. Seller shall deliver possession of the Property to Purchaser at time of closing.

6. This sale is "AS IS, WHERE IS AND WITH ALL FAULTS" with regard to the condition of the property. Should the Property be destroyed or damaged before this contract is consummated, then at the election of the Purchaser, this contract may be canceled. Purchaser accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Purchaser acknowledges and agrees that the Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, either expressed, or implied, oral or written, past, present or future, or , as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property of any and all activities, and uses which Purchaser may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability or fitness for a particular purpose of the property; (vi) the manner, quality, state of repair of the property; (vii) the existence of any view from the property or that any existing view will not be obstructed in the future; (viii) any other matter with respect to the property, and specifically, without limitation, the Seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261) or the disposal or existence, in or on the property of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder). **Purchaser further acknowledges that Purchaser is relying solely on Purchaser 's own investigation of the property and not on any information provided by or on behalf of Seller. This paragraph 6 shall survive closing and is included in the Special Limited Warranty Deed.**

7. Indemnification and Release. Purchaser and anyone claiming by, through or under

Purchaser hereby fully and irrevocably release Seller and its respective employees, officers, directors, representatives, and agents from any and all claims that Purchaser may have or hereafter acquire against Seller, its employees, officers directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property or any portion thereof.

8. Time is of the essence of this contract. This contract and all Terms, Conditions and provisions of the Invitation for Sealed Bids constitute the sole 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 agreement. Any representation, promise, or inducement not included in this contract shall not be binding upon any party hereto. Typewritten or handwritten provisions, riders and addenda shall control over all printed provisions of this contract in conflict with them.

9. All information published, announced, or contained herein or on the Invitation for Sealed Bids was derived from sources believed to be correct; however, Seller does not guarantee it. It is highly recommended that Purchaser examine the documents for their accuracy and familiarize oneself with the property by any means available to Purchaser other than on-site inspection. The failure of any Bidder to inspect or be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after its opening tender.

10. This transaction shall be closed by Law Office of Chad R. Corlee, LLC, 172 W. Dame Avenue, Homerville, Georgia.

11. This instrument shall be regarded as a binding contract upon execution by Clinch County Board of Education, Georgia.

This instrument is signed, sealed, and delivered by the parties and the date of the last execution as shown below shall be the "Effective Date" of this contract.

SELLER:

PURCHASER:

Stanley Thrift, Chairman
Clinch County Board of Education

Signature

Lori James, Superintendent

Printed Name

Clinch County Board of Education

Street Address

Date of Execution

City/ State/ Zip Code

Telephone Number

Email Address

Date of Execution

Exhibit 3-A to the Real Estate Sales Contract
Attorneys' Preliminary Certificate of Title

**ATTORNEYS' PRELIMINARY CERTIFICATE OF TITLE
TO
ATTORNEYS' TITLE GUARANTY FUND, INC.**

THE FOLLOWING IS THE TITLE OPINION OF THE UNDERSIGNED ATTORNEY RENDERED TO ATTORNEYS' TITLE GUARANTY FUND, INC. FOR ITS ADVICE IN ITS CONSIDERATION OF AN APPLICATION FOR TITLE INSURANCE AND DOES NOT CONSTITUTE AN OBLIGATION OF ATTORNEYS' TITLE GUARANTY FUND, INC. OR FIRST AMERICAN TITLE INSURANCE COMPANY TO ISSUE THE REQUESTED COMMITMENT AND POLICY(IES).

AA'S FILE NUMBER: **24-111-005**

PROPERTY ADDRESS: **6.096 acres – Map/Parcel H04 020**

PROPERTY TYPE: **Non- Residential**

Please select the type of policy(ies) requested to be issued:

Proposed Insured Owner:

Proposed OP Amount:

- (a) ALTA® Owner's Policy
 ALTA® Homeowner's Policy of Title Insurance

Proposed Insured Lender:

Proposed LP Amount:

- (b) ALTA® Loan Policy
 ALTA® Expanded Coverage Residential Loan Policy
 ALTA® Short Form Loan Policy

Please select the requested endorsements to the title policy(ies), if any:

- 4-06 (Condominium)
 4.1-06 (Condominium)
 5-06 (Planned Unit Development)
 5.1-06 (Planned Unit Development)
 6-06 (Variable Rate)
 6.2-06 (Variable Rate - Negative Amortization)
 8.1-06 (Environmental Protection Lien) - Paragraph b refers to the following state statute(s):**NONE**
 9-06 (Restrictions, Encroachments, Minerals)
 13.1-06 (Leasehold Loan)
 14-06 (Future Advance - Priority)
 14.1-06 (Future Advance - Knowledge)
 14.3-06 (Future Advance - Reverse Mortgage)
 22-06 (Location) The type of improvement is a _____, and the street address is as shown above.

OTHER -

Please list:

The undersigned hereby certifies to Attorneys' Title Guaranty Fund, Inc. that, in his/her opinion, subject only to the defects, liens, encumbrances, and requirements noted under the respective subdivisions of Schedule B hereof, to the land described in Schedule A, is Fee Simple and said interest at the Effective Date hereof is vested in Clinch County Board of Education:

SCHEDULE A

The land referred to in this certificate of title is described in Exhibit "A" attached.

SCHEDULE B

PART 1 - REQUIREMENTS

1. Instruments which must be executed and duly filed for record in order to create the estate or interest to be insured:
 - a. **Receipt of proof satisfactory to the Company that no improvements or repairs were made on the subject property within 95 days preceding the closing; or in the event such improvements or repairs were made, that they have been completed and all costs incurred in connection therewith, including architect's fees, if any, have been paid.**
 - b. **Proper execution and recording of a Special Limited Warranty Deed executed by Clinch County Board of Education conveying subject property to Purchaser.**
 - c. **If applicable, proper execution and recording of a Security Deed executed by Purchaser in favor of Purchaser's Lender in the original principal amount of the purchase price, conveying a secured interest in and to subject property.**

2. Defects, liens, and encumbrances, including, but not limited to security interests, judgments, liens, outstanding taxes, UCC deed record filings, to which said title is subject, if none, please state: NONE

REQUIREMENTS QUESTIONNAIRE - PLEASE COMPLETE THE FOLLOWING:

3. Other Liens, Objections and Defects found. If none, check "None".
 By checking this box I hereby certify that I have reviewed the chain of title and *DO NOT* find that other liens, objections and/or defects apply.

SCHEDULE B

PART 2 - EXCEPTIONS

This Certificate does not certify against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and includes the following Exceptions unless cleared to the satisfaction of the Attorneys' Title Guaranty Fund, Inc. and First American Title Insurance Company:

ANY POLICY ISSUED BY ATTORNEYS' TITLE GUARANTY FUND, INC. WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO ATTORNEYS' TITLE GUARANTY FUND, INC.'S SATISFACTION.

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession in the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any mineral or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2025 and subsequent years, not yet due and payable.
7. **All highway right-of-way deeds as recorded in Deed Book X-X, page 445 and Deed Book 5Y, page 120 which have been deducted by the adequate survey recorded in Plat Book I, page 463 and Plat Book I, page 464 of the Clinch County, Georgia, Public Records.**
8. **Easement for Anchors Guy Poles and Wire to Georgia Power Company dated January 26, 2004 and recorded in Deed Book 6B, pages 247-248 and 253-254 of the Clinch County, Georgia public records.**
9. **All matters shown on the Plat referenced on Exhibit "B".**

Will your proposed insured request that any of the above standard exceptions 1-5 be removed from the final title policy? NO

EXCEPTIONS QUESTIONNAIRE - PLEASE COMPLETE THE FOLLOWING:

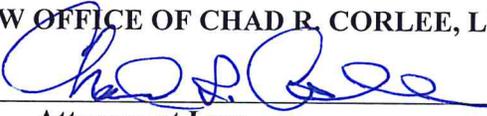
- (1) Has a reliable survey been supplied and examined? Yes
- (2) Do the records show premises have a means of access? Yes
- (3) Are there any easements located on the subject property? Yes
 - a. Georgia Power Company dated January 26, 2004 and recorded on February 10, 2004 in Deed Book 6B, pages 247-248 and 253-254.
- (4) Are there any riparian (water) rights associated with the subject property? (Water, creek, stream, branch, etc.) bordering or crossing subject property? Yes
 - a. Eastern property line is the centerline of the run of Tatum's Creek per Plat Book I, page 463.

- (5) Any oil and mineral rights? None known for the period of the title search, but property is being conveyed subject to any outstanding mineral interest.
- (6) Taxes and assessments for the year 2025 and subsequent years, not yet due and payable.
- (7) Special Assessments: NONE

DURATION OF SEARCH: *May 1946 – January 2025*

This title certificate is certified through January 9, 2025 at **12:00 pm** which is the Effective date of the title examination.

LAW OFFICE OF CHAD R. CORLEE, LLC

By: 
Attorney at Law

172 West Dame Street
Homerville, GA 31634
9124875273

NOTE: *AA should provide the full title report with all supporting docs with this certificate to ATGF.*

EXHIBIT "A"

All that tract or parcel of land situate, lying and being and located in Land Lot 498 of the 7th Land District of Clinch County, Georgia, being designated as "6.096 ACRES" according to a plat prepared by Robert L. Cheeseman, Registered Land Surveyor No. 2514, of Kaleigh Forestry & Land Management Services, dated August 28, 2019, and recorded in Plat Book I at Page 463 in the Office of the Clerk of Superior Court of Clinch County, Georgia. Said plat is incorporated herein by reference for all legal and descriptive purposes.

SUBJECT TO all matters affecting title, including but not limited to the following:

- 1. Current taxes, any other provisions referred to herein, any existing cemeteries, encroachments, easements, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, title to lands lying below the mean high water line of any bodies of water, and all matters apparent from inspection of the property or the public records.**
- 2. No warranty as to exact acreage is made.**
- 3. All easements, rights-of-way, licenses and other such similar encumbrances of record;**
- 4. All existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;**
- 5. Any zoning and/or subdivision restriction imposed by a governmental entity;**
- 6. Encroachments, overlaps, boundary line disputes or other matters shown on that plat recorded in Plat Book I at Page 463 in the Office of the Clerk of Superior Court of Clinch County, Georgia;**
- 7. Encroachments, overlaps, boundary line disputes or other matters that would be disclosed by an accurate survey or inspection of the Property; and,**
- 8. Any loss or claim due to lack of access to any portion of the Real Property.**

COVENANTS AND RESTRICTIONS: Grantee consents to and agrees that the Real Property shall not be used, and Grantee shall not allow said Real Property to be used as a school, academy, leaning center or similar use. School, academy, leaning center or similar use includes, but is not limited to:

- 1. Pre-Kindergarten, Kindergarten, Elementary School, Middle School and High School as defined by Georgia Law, as may be amended from time to time; and/or**
 - 2. Providing academic or educational instruction to children or students ages 4 thru 18; and /or**
 - 3. Providing academic or educational instruction from pre-kindergarten thru 12th grade.**
- The foregoing definition referred to as "School". These Covenants and Restrictions shall run with the title to said land.**

Exhibit 4 - Special Limited Warranty Deed

(Above space for recording officer use.)

STATE OF GEORGIA

COUNTY OF CLINCH

Prepared by/return to:
Law Office of Chad R. Corlee, LLC
P.O. Box 393
Homerville, GA 31634

SPECIAL LIMITED WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2025, between the **CLINCH COUNTY BOARD OF EDUCATION**, a corporation of the State of Georgia of the First Part, hereinafter referred to as Grantor, and _____, of the State of Georgia of the Second Part hereinafter referred to as Grantee (the words, "Grantor" and "Grantee" whenever used herein shall include individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under any of them, and the pronouns used herein shall include when appropriate either gender and both singular and plural):

WITNESSETH, That the Grantor, for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, (his/her/their heirs, executors, administrators and assigns) or (its successors and assigns), all of the following described property (the "Real Property"), to-wit:

All that tract or parcel of land situate, lying and being and located in Land Lot 498 of the 7th Land District of Clinch County, Georgia, being designated as "6.096 ACRES" according to a plat prepared by Robert L. Cheeseman, Registered Land Surveyor No. 2514, of Kaleigh Forestry & Land Management Services, dated August 28, 2019, and recorded in Plat Book I at Page 463 in the

Office of the Clerk of Superior Court of Clinch County, Georgia. Said plat is incorporated herein by reference for all legal and descriptive purposes.

SUBJECT TO all matters affecting title, including but not limited to the following:

1. Current taxes, any other provisions referred to herein, any existing cemeteries, encroachments, easements, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, title to lands lying below the mean high water line of any bodies of water, and all matters apparent from inspection of the property or the public records.
2. No warranty as to exact acreage is made.
3. All easements, rights-of-way, licenses and other such similar encumbrances of record;
4. All existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
5. Any zoning and/or subdivision restriction imposed by a governmental entity;
6. Encroachments, overlaps, boundary line disputes or other matters shown on that plat recorded in Plat Book I at Page 463 in the Office of the Clerk of Superior Court of Clinch County, Georgia;
7. Encroachments, overlaps, boundary line disputes or other matters that would be disclosed by an accurate survey or inspection of the Property; and,
8. Any loss or claim due to lack of access to any portion of the Real Property.

COVENANTS AND RESTRICTIONS: Grantee covenants, consents to and agrees that the Real Property shall not be used, and Grantee shall not allow said Real Property to be used as a public school, private school, academy, learning center or similar use. Public school, private school, academy, learning center or similar use includes, but is not limited to:

1. Pre-Kindergarten, Kindergarten, Elementary School, Middle School and High School as defined by Georgia Law, as may be amended from time to time; and/or
2. Providing academic or educational instruction to children or students ages 4 thru 18; and /or
3. Providing academic or educational instruction from pre-kindergarten thru 12th grade.

These Covenants and Restrictions shall run with the title to said land.

REVERSION: If Grantee uses Real Property for a School (as defined above), the Real Property, in fee simple, shall automatically revert back to Grantor. In such event, Grantee shall be allowed 30 days to remove its personal property from the Real Property.

By acceptance of this deed, the Grantee, for (his/her/their heirs, executors, administrators and assigns) or (its successors and assigns), covenants and agrees

with the Grantor and its successors and assigns that the Grantee's use of the premises herein granted shall be in accordance with all reversions, covenants and restrictions set forth herein.

This deed is expressly made subject to any matters that would affect marketability of title.

GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, it being the intention of Grantor and Grantees that the Real Property be conveyed "AS IS, WHERE IS AND WITH ALL FAULTS", in its present condition and state of repair and that Grantee has made or caused to be made a thorough and complete inspection of the property and the facilities located thereon. Grantee, for itself and its successors and assigns, hereby waive and release Grantor from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that Grantees or its successors and assigns may be entitled to assert against Grantor arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property. Without limiting the foregoing, Grantee acknowledges and agrees that the Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, either expressed, or implied, oral or written, past, present or future, or , as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property of any and all activities, and uses which Grantee may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability or fitness for a particular purpose of the property; (vi) the manner, quality, state of repair of the property; (vii) the existence of any view from the property or that any existing view will not be obstructed in the future; (viii) any other matter with respect to the property, and specifically, without limitation, the Grantor has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261) or the disposal or existence, in or on the property of any hazardous substance (as defined by the

Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder).

TO HAVE AND TO HOLD the said above granted and described property, with all and singular, the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Grantee, (his/her his heirs, executors, administrators and assigns) or (its successors and assigns), **IN FEE SIMPLE**, and the said Grantors the bargained property above described unto the said Grantee, his/her his heirs, executors, administrators and assigns) or (its successors and assigns), against all claims of all persons arising by and through and under the Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal and delivered these presents, the day and year first above written.

CLINCH COUNTY BOARD OF EDUCATION:

BY: _____
Stanley Thrift, Chairman

ATTEST: _____
Lori James, Superintendent

(Affix Board Sseal)

Signed, sealed and delivered in
the presence of:

WITNESS

NOTARY PUBLIC
Commission expires: _____