

REAL PROPERTY BID FORM

The undersigned hereby bids the sum of _____ (\$ _____)

cash for the purchase of the real property described as follows:

A parcel of land containing 2.72 acres located in the S/E ¼ of Section 35, Township 30 North, Range 3 West, Coahoma County, Mississippi and being more particularly described as follows:

Beginning at a ½ inch iron bar set (N:1,792,200.14, E:2,255,131.95) in the southerly right-of-way of US Highway No. 49, said bar being 1,052.57 feet West of and 3,610.52 feet South of a 4" iron pipe locally accepted as the N/E Corner of said Section 35; then leaving said right-of-way run South 48 degrees 58 minutes 32 seconds West for a distance of 260.00 feet to a ½" iron bar; then run North 38 degrees 58 minutes 25 seconds West for a distance of 256.83 feet to ½" iron bar; then run North 36 degrees 00 minutes 50 seconds West for a distance of 211.50 feet to ½" iron bar; then run North 53 degrees 59 minutes 10 seconds East for a distance of 260.00 feet to an iron bar set in the southerly right-of-way of US Highway No. 49; then run along said right-of-way South 36 degrees 00 minutes 50 seconds East for a distance of 209.89 feet to a ½" iron bar set at a point of curvature; then run along said right-of-way along a curve to the left having central angle 04 degrees 31 seconds 04 seconds, a radius of 2,990.08 feet, chord bearing South 38 degrees 59 minutes 51 seconds East, chord length of 235.71 feet, for an arc distance of 235.77 feet to the POINT OF BEGINNING. All bearings are referenced to U.S. State Plane NAD 83 Mississippi West Zone (2302). The Convergence Angle (00°04'40"") and Combined Scale Factor (0.99995197) and was determined at the POINT OF BEGINNING;

The undersigned acknowledges and represents that he/she has read fully and comprehends the Terms and Sale statement set out below. In signing this document the undersigned agrees to the terms of sale. It is understood that the property above described as been inspected by the under-signed and is being purchased in its "as is" condition and that this bid is tendered as a result of such inspection and not based upon any representation of warranty of any kind, except as to title made by seller or any agent of seller.

It is understood that this bid is subject to acceptance by the Board of Supervisors of Coahoma County, Mississippi. The Board of Supervisors reserves the right to refuse any and all bids at their discretion.

Bidder:

Signature/title

Printed Name/title

Address

email address:

telephone #

All bids should be submitted to the office of the County Administrator at:

**115 First Street
Clarksdale, MS 38614**

662/624-3028

TERMS AND CONDITIONS OF SALE

1. The property is offered with improvements, if any, thereon as is, with no warranty expressed or implied. The Board of Supervisors makes no representation regarding the properties offered for sale. Bidder must rely on their own inspections. No termite clearance will be supplied for these sales.
2. Upon acceptance by the Board of Supervisors, Bidders are required to deposit with Seller 10% of the amount of their bid. This may be in the form of a Cashiers check or money order. The purchase contract will require completion of the purchase within 30 days of acceptance of bid. Taxes, if any due for the current year, will be prorated as of the date of closing.
3. All descriptions and information are derived from sources believed to be reliable, but no representation or guarantee is expressed or implied.
4. TERMS OF ALL SALES ARE CASH.
5. Title to be transferred by Special Warranty Deed with reservation of all mineral rights by Seller. Title subject to all matters of survey, easements and rights of way of record and all governmental regulations affecting the subject property.
6. If Bidder fails to close within 30 days of acceptance of the bid, Seller's sole right and exclusive remedy shall be to terminate this agreement by giving written notice thereof to Bidder and Seller shall be entitled to the Earnest Money deposit as liquidated damages in full settlement of any and all claims, remedies or causes of actions against Buyer under this Agreement, including without limitation the remedy of specific performance and other forms of equitable relief. The Parties acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. Seller's retention of said Earnest Money is intended not as a penalty, but as full liquidated damages. The right to receive and retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer.
7. If Seller breaches this Agreement prior to Closing and fails to cure such breach within ten (10) days after written notice from Buyer, then Buyer, as its sole remedy, may (i) pursue an action in equity against Seller for the specific performance by Seller of the terms and provisions of this Agreement, or (ii) terminate this Agreement by giving written notice of such termination to Seller and receive a full refund of the Earnest Money .
8. Each Party shall bear all costs and expenses, including legal and accounting fees, incurred in connection with this Agreement and the transactions contemplated hereby, and shall pay such costs and expenses whether or not the Closing occurs.