

PROJECT #:2018-123-SP
PARCEL #: 100

**HILLSBOROUGH COUNTY REAL ESTATE AND FACILITIES SERVICES
DEPARTMENT SURPLUS PROPERTY**

BID PROPOSAL

Sale of County Surplus Real Property
Pursuant to Section 125.35(2), Florida Statutes

TO: **HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**

BID OPENING: _____, _____, _____
Day Date Time

In compliance with the Invitation to Bids for Sale of Real Estate issued by Hillsborough County Board of County Commissioners (hereinafter referred to as the "COUNTY"), _____ (hereinafter referred to as the "BIDDER"), offers to purchase from COUNTY, under the following terms and conditions, the following real estate situated in Hillsborough County, Florida, to-wit:

Legal Description: See Exhibit "A" attached hereto and made apart thereof

1. **BID**

(a) BIDDER agrees to pay (bid purchase price) \$ _____ for the property described in Exhibit "A" (hereafter referred to as the "Property").

(b) BIDDER herewith deposits by **Cashier's Check, Money Order, or other non-cancelable instrument**, in the amount of \$ _____, payable to "The Board of County Commissioners," a sum equal to ten percent (10%) of the bid purchase price. Upon acceptance of the bid proposal by the COUNTY, BIDDER agrees to pay to the COUNTY the balance of the bid purchase price pursuant to the terms and conditions of the Contract for Purchase and Sale, attached hereto and incorporated herein as Exhibit "B", and the COUNTY shall thereupon deliver a County Deed conveying title to said Property to BIDDER.

- **Bids accompanied by a deposit in a form other than those provided herein constitute a material variance from the terms of the offer to sell and will not be recommended for acceptance by the Board of County Commissioners.**

BIDDER specifically confirms that, in addition to the purchase price, BIDDER shall pay to Savills Studley Occupier Services, Inc., a real estate broker engaged by COUNTY (the "Broker"), a real estate commission computed by multiplying each portion of the bid purchase price by the rates set forth in the chart below and adding the products together. Broker is a third-party beneficiary of the preceding sentence and is entitled to enforce the same directly against BIDDER.

For that portion of the bid purchase price up to and including \$4,000,000.00	6%
For that portion of the bid purchase price greater than \$4,000,000.00 up to and including \$6,000,000.00	5%
For that portion of the bid purchase price greater than \$6,000,000.00 up to and including \$8,000,000.00	4%
For that portion of the bid purchase price greater than \$8,000,000.00	3%

(c) BIDDER hereby submits to the County one (1) original of the Contract for Purchase and Sale, attached hereto as **Exhibit “B”**, one (1) original of the Waiver and Release of Claims and Damages, attached hereto as **Exhibit “C”**, and one (1) original of the Special Notice Regarding Property Acquired by a Tax Deed, attached hereto as **Exhibit “D”**, each of which has been fully executed by BIDDER.

- **Any change to the Contract for Purchase and Sale, or this bid proposal document, shall constitute a material variance from the terms and conditions of the offer to sell and will not be recommended for approval by the Board of County Commissioners.**

In the event the bid proposal is not accepted by the County, the Contract for Purchase and Sale shall be deemed null and void and of no further force and effect.

(d) In the event the County accepts this bid proposal and BIDDER fails to close the sale for any reason other than those set forth in paragraphs 2, 4 and 6 of the Contract for Purchase and Sale, the deposit paid herewith shall be retained by the COUNTY as consideration for its acceptance of the bid proposal. The County may also be entitled to assert claims for damages pursuant to the terms of the Contract for Purchase and Sale. This bid proposal **may not** be withdrawn by BIDDER after bid opening; however, BIDDER shall be entitled to exercise all rights and remedies provided in the Contract for Purchase and Sale. In the event the COUNTY rejects this bid proposal, the deposit paid herewith shall be returned to BIDDER.

(e) A MINIMUM BID PRICE HAS BEEN ESTABLISHED BY THE COUNTY FOR EACH PARCEL. ANY BID BELOW THE MINIMUM WILL NOT BE RECOMMENDED FOR APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS. THE MINIMUM BID CAN BE FOUND ON THE COUNTY’S WEBSITE AT WWW.HILLSBOROUGHCOUNTY.ORG OR YOU CAN CALL THE REAL ESTATE AND FACILITIES SERVICES DEPARTMENT AT (813) 272-5810.

2. **DISCLAIMER OF WARRANTIES**

This Property is being sold in an “as is, where is, with all faults” condition, without any representation or warranty whatsoever by the County, express or implied, including but not limited to any warranty as to fitness for a particular purpose or marketability. The sale of this Property by the County will not serve to imply or warrant the approval of any zoning, land use, environmental or other regulatory approval which may be required to develop the Property or any adjacent lands owned or controlled by BIDDER.

3. **TITLE**

(a) The deed of conveyance from the COUNTY shall be in the form prescribed by Section 125.411(3), shall convey only the interest of the COUNTY in the Property covered by the deed, and shall not be deemed to warrant the title or to represent any other state of facts concerning the same (Florida Statutes 125.411[3]).

(b) Pursuant to Section 270.11, Florida Statutes, all deeds of conveyance by the County prepared for the sale of surplus property shall contain the following described reservation: “Saving and reserving unto the COUNTY and its successors, title to an undivided three-fourths interest in all

phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided one-half interest in all petroleum that is or may be in, on, or under the Property.” The BIDDER may, by checking the box at the end of this paragraph, request a release of said reservation.

(c) **THE BID PROPOSAL AND CONTRACT FOR PURCHASE AND SALE MUST BE EXECUTED BY THE SAME INDIVIDUAL OR ENTITY. THE PROPERTY DESCRIBED IN EXHIBIT “A” SHALL BE CONVEYED TO THE SAME INDIVIDUAL OR ENTITY.**

4. **WAIVER OF CLAIMS AND DAMAGES**

Bidder has reviewed the Waiver of Claims and Damages attached hereto as Exhibit “C” and has attached one (1) original fully executed Waiver of Claims and Damages.

5. **IDENTICAL BIDS**

In the event the County receives two (2) or more high bids which offer an identical purchase price and which are conforming and acceptable in every other respect, the County will request a second bid proposal on the Property from said highest bidders for purposes of breaking the tie. No other bids will be accepted at that time.

6. **MAILING INSTRUCTIONS**

All bids must be submitted in a sealed envelope marked “**SEALED BID – HILLSBOROUGH COUNTY, PROJECT NO. 2018-123-SP, PARCEL #100.**” Each BIDDER must enter its name and return address in the upper left-hand corner for identification purposes. Bids may be delivered as follows:

U.S. Postal Service to Hillsborough County Real Estate and Facility Services, County Center, 23rd Floor, 601 East Kennedy Blvd, Tampa, FL 33602, Attn: Sealed Bid – Project No. 2018-123-SP, Parcel #100, or

hand delivery to Hillsborough County Real Estate and Facility Services, County Center, 23rd Floor, 601 East Kennedy Blvd, Tampa, FL 33602, Attn: Sealed Bid – Project No. 2018-123-SP, Parcel #100, or

sent via commercial carrier to the Hillsborough County Real Estate and Facility Services, County Center, 23rd Floor, 601 East Kennedy Blvd, Tampa, FL 33602, Attn: Sealed Bid – Project No. 2018-123-SP, Parcel #100 by the Bid submission deadline.

NOTE: HILLSBOROUGH COUNTY WILL NOT OPEN ANY ENVELOPE SUBMITTED IN ASSOCIATION WITH THIS BID WHICH IS NOT PROPERLY ADDRESSED TO “COUNTY REAL ESTATE AND FACILITIES SERVICES” AND MARKED “SEALED BID – HILLSBOROUGH COUNTY, PROJECT NO. 2018-123-SP, PARCEL #100”. BIDS MUST BE ON A BID FORM AND INCLUDE A FULLY EXECUTED CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT ALONG WITH THE 10% DEPOSIT.

IN WITNESS WHEREOF, the BIDDER has duly executed this proposal, this _____ day of _____, 20____

Signature: _____
Signature of BIDDER

Address

Print Name: _____

Telephone

Received By: _____
Hillsborough County Representative

G:\REAL PROPERTY ACQUISITION & TECHNICAL PROJECTS\2018\2018-123 FORMER CENTRAL SERVICE UNIT WEST SURPLUS\7-TRANSACTIONAL DOCUMENTS\BID PROPOSAL - 2007MODIFIED FORM - CSU WEST - EW - 07.24.18.DOC

Project: 2018-123-SP
Former Central Service Unit West Surplus
Folio #: 47352.0000 and 47353.0000
Parcel: 100

EXHIBIT "A"

Legal Description:

ALL OF TRACT 11 IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 35, TOWNSHIP 29 SOUTH, RANGE 19 EAST, SOUTH TAMPA SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 3, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, LESS THE NORTH 15.00 FEET THEREOF.

EXHIBIT "B"

PROJECT: 2018-123-SP
PARCEL#: 100

CONTRACT FOR PURCHASE AND SALE

HILLSBOROUGH COUNTY, whose post office address is P.O. Box 1110, Tampa, Florida 33601, hereinafter called SELLER, acknowledges receipt from _____, whose address is _____, hereinafter called BUYER, the sum of _____, as deposit to apply on the purchase price of that certain property situated in Hillsborough County, Florida, and legally described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF
(hereinafter the "Property")**

which SELLER hereby agrees to sell to BUYER and BUYER hereby agrees to buy from SELLER for the price and upon the terms and conditions as follows:

1. **PURCHASE PRICE.** Full purchase price is \$_____ payable in cash to SELLER upon delivery of a County Deed as hereinafter provided.
2. **TITLE INSURANCE.** Title insurance, certified to date, may be obtained by BUYER. In the event that title to the Property is not marketable for any reason, or contains title defects, covenants, restrictions or encumbrances which are not acceptable to BUYER, then BUYER shall notify SELLER and SELLER shall have a period of One Hundred Twenty (120) days after receipt of such notice within which to cure defects in the title to the reasonable satisfaction of BUYER and (or BUYER'S attorney or the Title Insurance Company), and then this sale will be closed within ten (10) days after notice of such curing to BUYER. Upon SELLER'S failure to correct said defect(s) within the time limit aforesaid, or election not to do so, then BUYER may elect to terminate this Contract and all rights and liabilities hereunder, or BUYER may accept such title as SELLER can convey and close this transaction in the same manner as if no defect had been found. If BUYER elects to terminate this Contract, all rights and liabilities of the parties arising hereunder shall terminate, except that those obligations of BUYER which require performance subsequent to terminate shall remain enforceable against BUYER.
3. **CLOSING DATE.** Subject to the aforesaid curative period, this sale shall be closed and the County Deed shall be delivered on or before sixty (60) days from the date this Contract for Purchase and Sale is approved by the Board of County Commissioners ("BOCC"), and SELLER agrees to deliver possession of said Property to BUYER on or before the closing date.
4. **SURVEY.** BUYER, at his option, at least ten (10) days prior to closing, may procure a survey of the Property prepared by a surveyor registered in the State of Florida. If the survey, which shall be certified by the registered surveyor, shows any gaps, overlaps, encroachments, or other survey-related defects on the Property, the same shall be treated as a title defect and handled in accordance with Paragraph 2.

5. COSTS. BUYER shall pay for recording the County Deed and all documentary stamps associated with this transaction. SELLER shall be responsible for recording the deed within fifteen (15) days after the closing. SELLER shall not be responsible for a commission or brokerage fee, nor be liable to any realtor or broker for any commission or brokerage fee, as a result of the sale of the Property. At Closing, in addition to the purchase price, BUYER shall pay to Savills Studley Occupier Services, Inc., a real estate broker engaged by SELLER (the "Broker"), a real estate commission computed by multiplying each portion of the purchase price by the rates set forth in the chart below and adding the products together. Broker is a third-party beneficiary of the preceding sentence and is entitled to enforce the same directly against BUYER.

For that portion of the purchase price up to and including \$4,000,000.00	6%
For that portion of the purchase price greater than \$4,000,000.00 up to and including \$6,000,000.00	5%
For that portion of the purchase price greater than \$6,000,000.00 up to and including \$8,000,000.00	4%
For that portion of the purchase price greater than \$8,000,000.00	3%

6. INSPECTION PERIOD. Commencing on the date that this Contract for Purchase and Sale is approved by the Board of County Commissioners and continuing for forty-five (45) days thereafter (the "Inspection Period"), BUYER and its agents shall have the right to enter the Property, upon reasonable notice to SELLER, from time to time, and perform any and all inspections, investigations, tests, analyses and audits (collectively the "Tests") as BUYER desires to determine the condition of the Property. BUYER agrees to repair and restore any physical damage caused by such Tests, and all indemnify and hold SELLER harmless from and against any claim, cost, charge or expense, including reasonable attorney's fees, arising from or resulting from such Tests or the performance thereof.

If, in good faith opinion of BUYER, the results of any such Tests indicate that the Property contains hazardous materials or wastes, other pollutants or contaminants, or unstable subsurface conditions, then SELLER shall be given an opportunity to correct such condition. The time period for curative action on the part of SELLER shall not exceed 120 days, unless otherwise extended by BUYER. If the Property cannot be made suitable, as reasonably determined by BUYER, within the time period aforesaid, then BUYER shall have the right to terminate this Contract for Purchase and Sale by giving written notice to SELLER on or prior to the expiration of the Inspection Period. If BUYER elects to terminate this Contract for Purchase and Sale as provided for herein, all rights and liabilities of the parties arising hereunder shall terminate, except that those obligations of BUYER which require performance subsequent to termination shall remain enforceable against BUYER.

Should BUYER elect not to proceed with this Contract for Purchase and Sale, copies of all Tests (including surveys, boring reports and other engineering studies) shall be provided to SELLER.

7. PRO-RATED EXPENSES. Taxes, rents, insurance premiums and interest shall be pro-rated as of the date of delivery of possession. The cash payment shall be increased or decreased as may be required by the pro-ration of said items.
8. TITLE. Upon payment of the cash money aforesaid, SELLER agrees to convey title to the

Property to BUYER by County Deed. As provided in Section 125.411(3), Florida Statutes, said County Deed shall convey only the interest of the County in the Property, and shall not be deemed to warrant the title or to represent any other state of facts concerning the same. [Pursuant to Section 270.11, Florida Statutes, the County Deed shall contain the following described reservation: Saving and reserving unto the County and its successors, title to an undivided three-fourth interest in all phosphate, minerals and metals that are or may be in, on or under the Property, and an undivided one-half interest in all petroleum that is or may be in, on or under the property.]*

Initials

* *The sentence in brackets may be struck through and initialed by BUYER if a release of the reservation has been requested pursuant to paragraph 3(b) of the Bid Proposal form.*

9. DEFAULT. Except as otherwise provided herein, if SELLER is not in default pursuant to any of the terms of this Contract and BUYER fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, SELLER shall be entitled to retain the Deposit, such sum being agreed upon as liquidated damages in full payment for the failure of Purchaser to perform the duties and obligations imposed upon it pursuant to this Contract and in consideration of the removal of the Property from the market, and in recognition of the difficulty, inconvenience, and uncertainty of ascertaining actual damages, and no other rights, remedies, or damages shall in any case be collectible, enforceable, or available to SELLER other than as provided in this paragraph, and SELLER agrees to accept and take such Deposit as SELLER'S total damages and relief hereunder in such event. If SELLER, for any reason, fails to perform any of the covenants, conditions, or warranties of this Contract, BUYER shall at its option (a) waive the nonperformance and proceed with closing; (b) be entitled to the immediate return of the Deposit and terminate this contract; or (c) have the remedy of specific performance of this Contract.

10. NOTICES. All notices, communications and consents required or permitted by this Contract for Purchase and Sale shall be in writing and delivered by hand or transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, and addressed to the attention of the following:

If to the SELLER: Hillsborough County Real Estate and Facilities
Services Department
P.O. Box 1110
Tampa, FL 33601
Attention: Director

If to the BUYER: _____

11. NO ASSIGNMENT. This Contract for Purchase and Sale is personal to BUYER and may not be assigned.

12. COUNTERPARTS. This Contract for Purchase and Sale may be executed in more than one counterpart, each of which shall be deemed an original.
13. INCORPORATION OF BID PROPOSAL. The Bid Proposal submitted by BUYER to SELLER concurrently with this Contract for Purchase and Sale is an integral part hereof and is incorporated into this Contract as if fully set forth herein.
14. ENTIRE AGREEMENT. This Contract for Purchase and Sale, together with the Bid Proposal submitted by BUYER concurrently herewith, represents the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior negotiations, understandings, representations or agreements, either written or oral.
15. SURVIVABILITY. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Contract shall remain enforceable against such party subsequent to such termination, including but not limited to the indemnification and hold harmless obligations contained in paragraph 6.
16. PROPERTY TAX DISCLOSURE SUMMARY. BUYER should not rely on the SELLER'S current property taxes as the amount of property taxes that the BUYER may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's office for information.
17. ELECTRONIC SIGNATURES AUTHORIZED. The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

SIGNATURE PAGES TO FOLLOW

In Witness Whereof, BUYER and SELLER have caused this Contract for Purchase and Sale to be executed this _____ day of _____, 20____ (BOCC Approval Date).

Signed, sealed and delivered
in the presence of:

BUYER:

Witness: _____
Print Name: _____

Sign: _____ (SEAL)
Print Name: _____
Date: _____

Witness: _____
Print Name: _____

Witness: _____
(SEAL)
Print Name: _____

Sign: _____
Print Name: _____
Date: _____

Witness: _____
Print Name: _____

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____, personally known to me or who has
produced _____ as identification.

Notary Public, State of Florida at Large

Notary: Print or Type Name

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____, personally known to me or who has
produced _____ as identification.

Notary Public, State of Florida at Large

Notary: Print or Type Name

My Commission Expires:

ATTEST:

PAT FRANK, CLERK
OF THE CIRCUIT COURT

By: _____
Clerk

Print Name: _____

SELLER:

HILLSBOROUGH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: _____
Chairman

Print Name: _____

Date: _____

Approved as to Form and Legal Sufficiency

By: _____
Chief Assistant County Attorney

B.O.C.C. Document No. _____

THIS CONTRACT SUBJECT TO THE APPROVAL OF
THE BOARD OF COUNTY COMMISSIONERS.

**PROJECT #: 2018-123-SP
PARCEL #:100**

EXHIBIT "C"

Waiver and Release of Claims and Damages

THIS WAIVER AND RELEASE of Claims and Damages is executed this _____ day of _____, 20____, by _____, a natural person (hereinafter the "Undersigned"), in favor of Hillsborough County, a political subdivision of the State of Florida, and Savills Studley Occupier Services, Inc.

For and in consideration of Ten and no/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Undersigned does hereby waive, release and forever discharge Hillsborough County, its departments, employees, officers, commissioners, agents, attorneys and successors, and Savills Studley Occupier Services, Inc. from any and all claims, rights, demands, damages, and causes of action, whether at law or in equity, now and in the future, including but not limited to any suit, debt due, sum of money, account, covenant, contract, controversy, agreement, promise, representation, restitution, tort, inverse condemnation, trespass, defamation, civil rights violation, attorney's fees, expert's fees and damages whatsoever, arising from the Undersigned's entry upon and inspection of that certain real property situate in Hillsborough County, Florida, as described in the Bid Proposal of which this Waiver is a part, and/or arising from or relating to the environmental condition of said real property. The undersigned hereby acknowledges and agrees that the sale and purchase of the subject real property is "as is, where is, with all faults" condition, without any representation or warranty whatsoever from the County or Savills Studley Occupier Services, Inc., express or implied.

IN WITNESS WHEREOF, the Undersigned has set his/her hand as of the date first above written.

Sign: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By _____, personally known to me or who has produced

_____ as identification.

NOTARY:

Witness my hand and official seal the date aforesaid,

Signature: _____

(Seal)

Print or type name: _____

My Commission Expires: _____

EXHIBIT “D” TO BID PROPOSAL

SPECIAL NOTICE REGARDING PROPERTY ACQUIRED BY A TAX DEED

IF HILLSBOROUGH COUNTY ACQUIRED THE PROPERTY DESCRIBED IN THE FOREGOING **EXHIBIT “A”** BY WAY OF A “TAX DEED”, THEN THIS MEANS THAT A DEED WAS ISSUED BY HILLSBOROUGH COUNTY UNDER A STATUTORY PROCESS BECAUSE THE PRIOR PROPERTY OWNER FAILED TO PAY THE ANNUAL AD VALOREM TAXES DUE ON THE PROPERTY. IF A MISTAKE OCCURRED IN THE TAX DEED PROCESS, THE ISSUANCE OF THE TAX DEED COULD BE INVALIDATED.

THIS RISK CAN BE ELIMINATED BY WAY OF A QUIET TITLE ACTION NAMING THE PRIOR OWNERS(S) OF THE PROPERTY. HILLSBOROUGH COUNTY HAS NOT BROUGHT A QUIET TITLE ACTION OR OTHERWISE INVESTIGATED TITLE TO THE PROPERTY AT THIS TIME.

HOWEVER, YOU MAY NOT BE ABLE TO OBTAIN TITLE INSURANCE OR OBTAIN FINANCING FOR THE PROPERTY UNLESS YOU BRING A QUIET TITLE ACTION AGAINST THE PRIOR OWNER(S) OF THE PROPERTY. HILLSBOROUGH COUNTY ENCOURAGES YOU TO CONSULT WITH AN ATTORNEY IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE UNDERSIGNED: (A) HAS RECEIVED THIS NOTICE FROM HILLSBOROUGH COUNTY PRIOR TO EXECUTING ANY AGREEMENT TO PURCHASE THE PROPERTY DESCRIBED IN **EXHIBIT “A”**; (B) UNDERSTANDS THE STATEMENTS MADE IN THIS NOTICE; AND (C) AGREES TO KNOWINGLY ASSUME THIS RISK IF THE UNDERSIGNED CLOSES ON THE PURCHASE OF THE PROPERTY.

EXECUTED THIS _____ DAY OF _____, 20_____.

WITNESSES:

PURCHASER:

Name: _____
(Print or Type Name)

Name: _____
(Print Name or Type Name)

Name: _____
(Print Name or Type Name)