

PROJECT #: 2020-171-SP  
PARCEL #: 100

**HILLSBOROUGH COUNTY  
FACILITIES MANAGEMENT & REAL ESTATE 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: Friday, October 29, 2021, 9:00am  
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 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", 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. All bid proposals COUNTY deems too low will not be recommended for approval by the Board of County Commissioners, the deposit paid herewith shall be returned to BIDDER.**

## 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 merchantability. 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), Florida Statutes, 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.

(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 hereby waives, releases and forever discharges the COUNTY, its departments, employees, officers, commissioners, agents, attorneys and successors, from any and all claims, 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 entry upon and inspection of the Property by BIDDER and his/her/its agents. This waiver of claims and damages expressly survives the termination of this bid proposal and any related Contract for Purchase and Sale.

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. **SPECIAL NOTICE REGARDING PROPERTY ACQUIRED BY A TAX DEED**

(a) If the COUNTY acquired the Property by way of a "Tax Deed", BIDDER understands this means that a deed was issued to the 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 to the COUNTY could be invalidated.**

(b) The risk of the Tax Deed being invalidated can be eliminated by way of a "Quiet Title Action" naming the prior owner(s) of the Property. The COUNTY has not brought a Quiet Title Action or otherwise investigated the title to the Property.

(c) BIDDER may not be able to obtain title insurance or financing for the Property unless a Quiet Title Action is brought against the prior owner(s). The COUNTY encourages BIDDER to consult with an attorney regarding any questions about Tax Deeds and/or Quiet Title Actions.

**IN WITNESS WHEREOF**, BIDDER has duly executed this proposal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_  
Signature of BIDDER

\_\_\_\_\_ Address

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

\_\_\_\_\_  
Telephone

Received By: \_\_\_\_\_  
Hillsborough County Representative

Project: 2020-171-SP  
Premiere Drive Surplus  
Folio(s): 16353.5000 and 16353.0050

## EXHIBIT A

A parcel of land lying in the Northeast  $\frac{1}{4}$  of Section 33, Township 27 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

From the Northeast corner of Section 33, run thence N89°36'31"W, a distance of 742.03 feet along the North boundary line of said Section 33; thence S02°30'00.5"W, a distance of 1067.17 feet; thence N89°36'32"W, a distance of 599.29 feet; thence S00°23'29"W, a distance of 217.03 feet to the Point of Beginning of the herein described parcel; thence S80°57'56"E, a distance of 265.96 feet to a point of compound curvature on the Westerly right of way line of future road; thence along said right of way, the following (2) courses; (1) Southerly, a distance of 143.24 feet along the arc of a curve to the left, having a radius of 225.00 feet (chord bearing S3°57'47"E, a distance of 140.84 feet) to a point of reverse curvature; (2) Southerly, 45.35 feet along the arc of a curve to the right, having a radius of 175.00 feet (chord bearing S14°46'36"E, a distance of 45.23 feet); thence N87°01'30"W, a distance of 211.38 feet; thence S53°43'58"W, a distance of 92.62 feet; thence N00°23'29"E, a distance of 269.82 feet to the Point of Beginning.

Containing 1.25 Acres, more or less

AND

A parcel of land lying in the Northeast  $\frac{1}{4}$  of Section 33, Township 27 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

From the Northeast corner of Section 33, Township 27 South, Range 18 East, Hillsborough County, Florida, run thence N89°36'31"W, a distance of 132.03 feet, along the North boundary of said Section 33, to the West right of way line of Dale Mabry Highway; thence S00°44'50"E, a distance of 1567.59 feet, along said West right of way line, to a point of curvature; thence Southerly, a distance of 318.65 feet along the arc of a curve to the right, having a radius of 5597.58 feet (chord bearing S00°53'01"W, a distance of 318.60 feet), along said West right of way line to the Northerly right of way line of Northdale Boulevard; thence N87°01'30"W, a distance of 1004.72 feet along said Northerly right of way line; thence N02°58'30"E, a distance of 301.89 feet to a point of curvature; thence Northerly, a distance of 31.55 feet along the arc of a curve to the left (having a radius of 175.00 feet, a central angle of 10°19'44", and a chord bearing and distance N02°11'22"W, 31.50 feet); thence S87°01'30"E, a distance of 25.36 feet to a point on a curve; thence, from a tangent bearing of N06°03'04"W, Northerly, a distance of 56.38 feet along the arc

of a curve to the left (having a radius of 200.00 feet, a central angle of  $16^{\circ}09'02''$ , and a chord bearing and distance of  $N14^{\circ}07'35''W$ , a distance of 56.19 feet), to a point of reverse curve; thence Northerly, a distance of 26.14 feet along the arc of a curve to the right (having a radius of 200.00 feet, a central angle of  $07^{\circ}29'20''$ , and a chord bearing a distance of  $N18^{\circ}27'26''W$ , a distance of 26.12 feet), to the POINT OF BEGINNING of the tract herein described; thence Northerly, a distance of 101.19 feet along the arc of a curve to the right, having a radius of 200.00 feet, a central angle of  $28^{\circ}59'20''$ , and a chord bearing and distance of  $N00^{\circ}13'06''W$ , a distance of 100.11 feet), to a point of compound curvature; thence Northeasterly, a distance of 68.68 feet along the arc of a curve to the right (having a radius of 50.00 feet, a central angle of  $78^{\circ}41'56''$ , and chord bearing and distance of  $N53^{\circ}37'32''E$ , a distance of 63.40 feet) to a point of tangency; thence  $S87^{\circ}01'30''E$ , a distance of 252.84 feet; thence  $S02^{\circ}30'00.5''W$ , a distance of 120.73 feet; thence  $S89^{\circ}13'53''W$ , a distance of 297.93 feet to the POINT OF BEGINNING.

Containing 0.90 Acres, more or less.

## EXHIBIT B

### CONTRACT FOR PURCHASE AND SALE

Hillsborough County, whose post office address is P.O. Box 1110, Tampa, Florida 33601, (“Seller”), acknowledges receipt from \_\_\_\_\_, whose address is \_\_\_\_\_, (“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 (“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 of \$ \_\_\_\_\_ is payable in cash to Seller upon delivery of a County Deed.
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 Title Insurance Company), and then this sale will be closed within ten (10) days after notice of such curing to the 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 for Purchase and Sale (“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 termination 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 of this Contract as 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 its 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, 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 is approved by the BOCC and continuing for forty-five days (45) thereafter (“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 (“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 shall 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 the good faith opinion of Buyer, the results of any such Tests indicate that the Property contains hazardous materials or waste, 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 one hundred twenty (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 by giving written notice to Seller on or prior to the expiration of the Inspection Period. If Buyer elects to terminate this Contract 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 the Buyer elect not to proceed with this Contract, copies of all Tests (including surveys, boring reports and other engineering studies) shall be provided to Seller.
  
7. **PRORATED EXPENSES.** Taxes, rents, insurance premiums and interest shall be prorated as of the date of delivery of possession. The cash payment shall be increased or decreased as may be required by the proration 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 Seller in the Property, and shall not be deemed to warrant the title or to represent any other state of facts concerning the same.
  
9. **RESERVATION ON INTEREST.** Pursuant to Section 270.11, Florida Statutes, the County Deed shall contain the following described reservation: Saving and reserving unto the Seller and its successors, title to an undivided three fourths (3/4) interest in all phosphate, minerals, and metals that are or may be in, on or under the Property and an undivided one-half (1/2) interest in all petroleum that is or may be in, on or under the property] \*

_____ Initials
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\*This paragraph 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.

10. **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 the Buyer 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 non-performance 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.
11. **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 Seller: Hillsborough County  
Facilities Management & Real Estate Services Department  
P.O. Box 1110  
Tampa, Florida 33601  
Attention: Director

If to Buyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. **NO ASSIGNMENT.** This Contract is personal to Buyer and may not be assigned.
13. **COUNTERPARTS.** This Contract may be executed in more than one counterpart, each of which shall be deemed an original.
14. **INCORPORATION OF BID PROPOSAL.** The Bid Proposal submitted by Buyer to Seller concurrently with this Contract is an integral part hereof and is incorporated into this Contract as if fully set forth herein.
15. **ENTIRE AGREEMENT.** This Contract, 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.

16. **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.
17. **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.
18. **ELECTRONIC SIGNATURES AUTHORIZED.** The parties agree that this Contract 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.

**The Remainder of this Page Intentionally Left Blank**

**IN WITNESS WHEREOF**, Buyer and Seller have caused this Contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (BOCC Approval Date).

Signed, sealed and delivered  
in the presence of:

**BUYER(S):**

Witness: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

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

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Notary: Print or Type Name

Witness: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

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

**STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Notary: Print or Type Name

**ATTEST:**

**CINDY STUART,**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

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

Date: \_\_\_\_\_

Approved As To Form and Legal  
Sufficiency

By: \_\_\_\_\_  
Chief Assistant County Attorney

**SELLER:**

**HILLSBOROUGH COUNTY,** a  
Political Subdivision of the State of  
Florida

By: \_\_\_\_\_  
Chair (or Vice-Chair)

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

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