

OFFER SPECIFICATIONS AND OFFER FORM

DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE

DAVIS ISLANDS DISTRICT OFFICES AND LAND SALE

IMPORTANT: PLEASE CHECK BOXES AND INCLUDE ALL THREE (3) WRITTEN INSTRUMENTS WITH YOUR OFFER. OFFERS submitted without all written instruments and any required attachments will be considered non-responsive and rejected.

- Completed and Signed OFFER SPECIFICATIONS AND OFFER FORM (all fillable fields)
- Completed and Signed Agreement for Purchase and Sale and Deposit Receipt (all fillable fields)
- Cashier's check from a financial institution as defined by Section 655.005(1)(i), Florida Statutes, made payable to **LANDCASTLE TITLE GROUP, LLC** (the “**Escrow Agent**”) for ten percent (10%) of your OFFER Amount

PLEASE NOTE:

- ❖ Ensure that the full legal name of the authorized individual or business entity offering to purchase the Property as described in **EXHIBIT “A”** is properly and uniformly written on each instrument (as it should appear on the Quit Claim Deed) for:
 - (a) The OFFEROR’S information on the OFFER FORM; and
 - (b) The Buyer’s information on the first page of the Agreement for Purchase and Sale and Deposit Receipt; and
 - (c) The Buyer’s information on the signature page of the Agreement for Purchase and Sale and Deposit Receipt; and
 - (d) The Buyer’s information for EXHIBIT “D” - Earnest Money Escrow Agreement (Non-Interest Bearing) attached to the Agreement for Purchase and Sale and Deposit Receipt.
- ❖ If the OFFEROR is an entity such as a general partnership, corporation, limited liability company, limited liability partnership or other organization that is not a natural person, please make sure that the individual signing on behalf of the entity is authorized to do so and that his/her title matches the title on record with the applicable Department of State’s Division of Corporations (or similar governmental entity having jurisdiction over such matters in the jurisdiction in which the entity was formed).

INTRODUCTION

OFFERS will be received by the District Board of Trustees of Hillsborough Community College (the “**TRUSTEES**”) from prospective buyers (each prospective buyer is considered an “**OFFEROR**”) seeking to purchase the real property described below.

LEGAL DESCRIPTION OF THE PROPERTY

The Property, which is located in Hillsborough County at 39 Columbia Drive, Tampa, Florida 33606-3584, is more particularly described in attached **EXHIBIT “A.”**

MINIMUM OFFER AMOUNT

The minimum OFFER amount is eighteen million dollars (\$18,000,000.00). Any and all OFFERS which are less than the minimum OFFER amount are counterproposals which will be considered non-responsive and rejected.

CONDITIONS OF SALE

The sale of the Property as described in **EXHIBIT “A”** shall be by Quit Claim Deed (including any improvements) on an “**AS IS, WHERE IS**” basis. The successful OFFEROR agrees to pay all outstanding real estate taxes. The successful OFFEROR agrees to take title of the Property subject to all outstanding taxes, any special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions, permits, leases, tenancies and encumbrances affecting the Property, and other requirements imposed by governmental authorities, restrictions, qualifications and matters appearing on the plat, or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

Additionally, the TRUSTEES may, at their option, leaseback all of or a portion of the Property for a period of up to twenty-four (24) months following Closing (the “**Leaseback Period**”). The TRUSTEES reserves the right to extend this Leaseback Option timeframe (the “**Extension**”) for up to an additional six (6) months with prior written notice to the successful OFFEROR. Subject to a separate Lease Agreement mutually agreed upon prior to Closing, the TRUSTEES shall continue to pay all of the TRUSTEES’ operating expenses for use of the Property during the Leaseback Period and any Extension with such operating expenses to be consistent with those paid by the TRUSTEES prior to Closing. However, if the successful OFFEROR occupies a portion or portions of the Property during the Leaseback Period, then the successful OFFEROR shall provide a credit to the TRUSTEES based on a per-square-foot basis related to the portion of the Property occupied by the successful OFFEROR during the Leaseback Period and any Extension. There shall be no rent charged to the TRUSTEES during the Leaseback Period and any Extension. At the TRUSTEES’ election, the TRUSTEES may vacate and terminate the Leaseback anytime during the twenty-four (24)-month Leaseback Period or Extension period with sixty (60) days’ prior written notice. The successful OFFEROR and the TRUSTEES shall execute a separate mutually agreed upon Lease Agreement prior to the Closing to memorialize the terms contained herein.

OFFER GUARANTEE

Each OFFER shall be accompanied by an earnest money deposit (the “**Deposit**”) in the form of a cashier's check from a financial institution as defined in Section 655.005(1)(i), Florida Statutes, made payable to **LANDCASTLE TITLE GROUP, LLC** (the “**Escrow Agent**”) in the amount of ten percent (10%) of the OFFEROR’S OFFER. The Deposit shall be forfeited to the TRUSTEES if the successful OFFEROR fails to perform as specified after written notification of award. Any Deposits received from unsuccessful OFFERORS will be returned within ten (10) business days after the TRUSTEES’ final decision.

OFFER CONDITIONS

1. At Closing, the successful OFFEROR shall be required to pay the Balance of the Purchase Price via wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to the TRUSTEES, made payable to the TRUSTEES’ designated title insurance company/closing agent.
2. The TRUSTEES will not extend credit. Therefore, each OFFEROR is responsible for arranging any necessary financing and the name of any lender to be involved, if applicable, must be included in the OFFER.
3. Closing shall be processed by a title insurance company/closing agent as designated by the TRUSTEES. The successful OFFEROR shall pay for all costs of Closing including, but not limited to, the cost incurred through the sale of the Property, title insurance, documentary stamp tax on the Quit Claim Deed, recording costs as well as any other closing costs that the successful OFFEROR may incur. The successful OFFEROR shall pay all costs charged by the TRUSTEES’ designated title insurance company/closing agent for all closing services.
4. The successful OFFEROR’S costs of sale as outlined in Paragraph 3 above shall be paid by a separate cashier's check made payable to the title insurance company or other closing agent, which shall be designated by the TRUSTEES, at the time of Closing.
5. Any OFFER containing counterproposals or accompanied by additional sale terms or conditions shall be considered non-responsive and rejected.
6. The decisions of the TRUSTEES and Hillsborough Community College (“**HCC**”) related to this document are not subject to protest under Florida Statutes, including but not limited to Chapter 120, Florida Statutes, state regulations, or HCC Administrative Rules and Administrative Procedures.
7. HCC will not re-zone or seek changes to the Land Use Plan, but will entertain OFFERS subject to the successful OFFEROR seeking zoning/land use changes for a reasonable time period.
8. The value of this transaction should be carefully evaluated by each OFFEROR in consultant with tax, legal, and financial advisors prior to submitting an OFFER.

9. The OFFEROR represents and agrees that it is acting as principal on this transaction and has not dealt and will not deal with any broker, agent, or finder other than Savills and any broker, agent, or finder who has joined below in the execution of the OFFER before it is delivered to Savills. Therefore, the OFFEROR shall indemnify and hold the TRUSTEES and Savills harmless from and against any and all loss, costs, damages and judgments (including reasonable attorneys' fees and disbursements) arising from the claim(s) of any broker, agent, or finder (other than Savills) alleging to have dealt with or through the OFFEROR in connection with the Property or any transaction relating thereto. The OFFEROR'S obligations under this Paragraph shall survive the Closing of any transaction and any expiration of the OFFEROR'S obligations hereunder. For avoidance of doubt, if any broker, agent, or finder has joined in the execution of the OFFER, then the OFFEROR shall disclose such representation at the time of the OFFER'S submission and any commission due shall be paid by the OFFEROR as a cost separate from the OFFER pursuant to a separate agreement.

ONSITE INSPECTION

An onsite inspection of the Property is not mandatory; however, if assistance is needed in order to locate and inspect the Property, please call Randy Mills, Broker, at (727) 421-8789, or Mike Griffin at (813) 498-0232 of Savills, to arrange for an onsite inspection. All interested parties are required to sign a Release and Waiver of Liability Agreement prior to entrance onto the Property.

VERBAL INSTRUCTIONS NON-BINDING

Only those communications pertaining to this OFFER, which are in writing on behalf of the TRUSTEES, may be considered as a duly authorized expression on behalf of the TRUSTEES. Only communications from an OFFEROR that are signed and in writing will be recognized by the TRUSTEES as duly authorized expressions on behalf of the OFFEROR.

GENERAL INFORMATION

It shall be the responsibility of each OFFEROR to raise any questions prior to the OFFER'S submission deadline concerning the Property or the terms and conditions of sale or offering procedures as stated in this OFFER invitation.

For information concerning the Property and/or offering procedures, please contact Randy Mills, at (727) 421-8789 or Mike Griffin at (813) 498-0232 of Savills. Material questions will be answered in writing via public posting at www.myhillsboroughlands.com/hcc. OFFERORS are cautioned to carefully examine the OFFER SPECIFICATIONS and OFFER FORM, the Property being offered for sale, and to be thoroughly informed regarding any and all conditions and requirements of this OFFER invitation. An OFFEROR will not be relieved of any liabilities and/or obligations because of its lack of knowledge of any conditions or requirements.

All OFFERS, the Agreements for Purchase and Sale and Deposit Receipt, and related documents are public records and subject to Chapter, 119, Florida Statutes, and all applicable laws once opened by HCC.

This is not a procurement pursuant to Florida Statutes, including but not limited to Chapter 120, Florida Statutes, state regulations, or HCC Administrative Rules and Administrative Procedures. No procurement regulations, statutes, rules, policies, or procedures apply to this OFFER invitation or other activities associated with this Project.

OFFER SUBMISSION DEADLINE

OFFERS will be accepted until 2:00 p.m. Eastern Time on Tuesday, May 19, 2020. Any OFFERS received after such date and time will be returned to its OFFEROR unopened. The TRUSTEES and HCC are not responsible for any OFFERS which are not received by 2:00 p.m. Eastern Time on Tuesday, May 19, 2020.

THE OFFER SPECIFICATIONS AND OFFER FORM AND THE AGREEMENT FOR PURCHASE AND SALE AND DEPOSIT RECEIPT

The “OFFER SPECIFICATIONS AND OFFER FORM” and the “Agreement for Purchase and Sale and Deposit Receipt” shall both be completed in their entirety and submitted in accordance with the procedures set forth in this OFFER invitation. Otherwise, the OFFER will be considered non-responsive and rejected. The OFFER for the Property shall be entered on the attached OFFER FORM and in Paragraph 6 of the Agreement for Purchase and Sale and Deposit Receipt. NO OTHER TYPE OF “OFFER FORM” OR “PROPOSAL SHEET” WILL BE ACCEPTED AS A VALID RESPONSE TO THIS OFFER INVITATION.

OFFER ACCEPTANCE

The TRUSTEES reserve the right to reject any or all OFFERS.

The TRUSTEES reserve the right to determine in its sole discretion which, if any, OFFER is the best overall OFFER and whether or not to accept such OFFER.

The TRUSTEES will not conduct negotiations or entertain revised OFFERS after the OFFER submission deadline.

OFFERORS may submit multiple offers prior to the OFFER due date. Each OFFER must be submitted in its own sealed envelope which must contain a separate and unique OFFER FORM and Agreement for Purchase and Sale and Deposit Receipt. If multiple OFFERS are made by one OFFEROR, then one Deposit in the amount of ten percent (10%) of the highest Purchase Price will suffice for all of the OFFEROR’S OFFERS.

OFFERORS are not permitted to submit new or revised OFFERS after the submission deadline; however, the TRUSTEES, through its exclusive real estate broker, Savills, shall reserve the right to seek clarification of any OFFER submitted, waive technicalities, and request modifications as the TRUSTEES deem appropriate in their sole discretion.

MAILING INSTRUCTIONS

All OFFERS must be submitted in a sealed envelope addressed to the “**DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE**” and marked on the outside as “**SEALED OFFER – DAVIS ISLANDS DISTRICT OFFICES AND LAND SALE.**” Each OFFEROR MUST enter its full legal name and return mailing address in the upper left-hand corner for identification purposes. Sealed OFFERS may be delivered as follows:

- U.S. Postal Service to Hillsborough Community College, Purchasing Department, Attention: Vonda F. Melchior, 39 Columbia Drive, 6th Floor, Tampa, FL 33606-3584; or
- Hand delivery to Hillsborough Community College, Purchasing Department, Attention: Vonda F. Melchior, 39 Columbia Drive, 6th Floor, Tampa, FL 33606-3584; or
- Sent via commercial carrier to Hillsborough Community College, Purchasing Department, Attention: Vonda F. Melchior, 39 Columbia Drive, 6th Floor, Tampa, FL 33606-3584; to be received before or by the OFFER submission deadline.

NOTE: HCC WILL NOT OPEN ANY SEALED ENVELOPE SUBMITTED IN RESPONSE TO THIS OFFER INVITATION THAT IS NOT PROPERLY ADDRESSED TO THE “DISTRICT BOARD OF TRUSTEES OF HILLSBOROUGH COMMUNITY COLLEGE” AND MARKED ON THE OUTSIDE AS “SEALED OFFER - DAVIS ISLANDS DISTRICT OFFICES AND LAND SALE.” OFFERS MUST BE SUBMITTED ON AN OFFER FORM AND INCLUDE A SIGNED AGREEMENT FOR PURCHASE AND SALE AND DEPOSIT RECEIPT ALONG WITH A TEN PERCENT (10%) DEPOSIT.

NON-DISCRIMINATION & AMERICANS WITH DISABILITIES ACT REQUIREMENT

Any OFFEROR submitting an OFFER to the TRUSTEES may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, gender, religion, ethnicity, disability, pregnancy, sexual orientation (including gender identity), marital status, genetic information, protected veteran's status or affiliations. Any OFFEROR which is providing an OFFER must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336 and all laws protecting the rights of the disabled.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any OFFER or the attendance at any related meeting or OFFER opening. If accommodations are needed because of a disability, please call Randy Mills at (727) 421-8789 or Mike Griffin at (813) 498-0232.

OFFER FORM

**DISTRICT BOARD OF TRUSTEES OF
HILLSBOROUGH COMMUNITY COLLEGE**

DAVIS ISLANDS DISTRICT OFFICES AND LAND SALE

OFFEROR hereby OFFERS a lump sum of \$_____ for the purchase of the TRUSTEES' Davis Islands District Office Buildings and Land as described in the Agreement for Purchase and Sale and Deposit Receipt. The lump sum entered above does not include closing costs and other costs of the sale as described in the OFFER SPECIFICATIONS and the Agreement for Purchase and Sale and Deposit Receipt.

CERTIFICATION

I hereby certify that this OFFER is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an OFFER for this Property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this OFFER and certify that I am authorized to sign this OFFER FORM for the OFFEROR. I further certify that I have read and understand all of the OFFER SPECIFICATIONS. I agree to all terms, conditions, and provisions that pertain to the sale of the Property as described in the Agreement for Purchase and Sale and Deposit Receipt.

OFFEROR'S FULL LEGAL NAME

AUTHORIZED AGENT'S SIGNATURE

OFFEROR'S MAILING ADDRESS

AUTHORIZED AGENT'S PRINTED NAME

OFFEROR'S CITY, STATE, & ZIP CODE

AUTHORIZED AGENT'S TITLE

OFFEROR'S TELEPHONE NUMBER

OFFEROR'S FAX NUMBER

OFFEROR'S EMAIL ADDRESS

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Description of Parcel:

From coordinate point South 1709.22, East 2079.69, this being the intersection of the centerline of Arbor Place and the West boundary of Marjorie Park, per Map of Davis Islands, also the centerline of Columbia Drive, as shown in Davis Islands, Consolidated Map No. 2, recorded in Plat Book 17, Page 13, Public Records of Hillsborough County, Florida: above coordinate point as derived from the Davis Islands Calculation Sheets, and as recorded by Byars-Thompson Addition to Davis Islands, Plat Book 32, Page 43, of aforesaid Public Records, run along the West boundary of said Marjorie Park on an arc of 4.24 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 4.24 feet, on a bearing of South 42°19'27" East to a Point of Beginning; continue thence along said West boundary on an arc of 555.39 feet, radius 2210.00 feet, lying East of and subtended by a chord whose length is 553.93 feet, on a bearing South 35°04'11" East; run thence 170.19 feet on a bearing of North 63°11'12" East; run thence 304.05 feet on a bearing of North 26°48'48" West; run thence 187.47 feet on a bearing of North 63°11'12" East to the East boundary of Map of Davis Islands; run thence 311.12 feet on a bearing of North 26°48'48" West along said East boundary; run thence 198.90 feet South 63°11'12" West, run thence 248.22 feet on a bearing of South 47°19'10" West to the Point of Beginning, less the Westerly 50.00 feet thereof.

Exact legal description may be subject to final property survey.

END OF LEGAL DESCRIPTION