

PUBLIC NOTICE SALE OF COUNTY OWNED SURPLUS REAL PROPERTY

Notice is hereby given that the Jackson County Board of County Commissioners will receive sealed bids to purchase the following surplus County-owned real property:

Deadline for submission of sealed bids is Thursday, May 10, 2018 at 2:00 pm, CST

Jackson Bid ID: 1718-0-Rebid
Address Location: 4487 Lafayette Street, Marianna, Florida
Parcel ID: 03-4N-10-0346-0000-1511
Size: 1.245 acres
Minimum Bid: \$250,000.00
Terms: Contingent upon successful closing within 90 days of Sale and Purchase Contract execution. The property will otherwise be sold "AS IS"
See bid package for further details.
Financing: There will be no financing cash only.
Deposit: A deposit in the amount of 10% of the bid amount is due at the time of bid submission.

The property is located within the City Limit of Marianna, Jackson County at the southeast corner of the intersection of Lafayette Street and Bertram Street. The address of the property is 4487 Lafayette Street, Marianna, Florida, 32446 this parcel has 1.245 acres with a one story free standing concrete block and brick single-tenant office building that was originally constructed in 1956 having 7,996 square feet of centrally heated and cooled gross building area.

This Surplus Property Sale is conveyed "AS-IS". Jackson County does not make nor imply any warranties, guarantees, or representations to the accuracy of the information provided. Conveyance is by County Deed. Surplus Land Sales are in accordance to Florida Statute 125.35.

The Bid Package containing additional information and a bid form is available at www.jacksoncountyfl.com/purchasing or at the Jackson County Purchasing Department, 2864 Madison Street, Marianna, Florida 32440 or call Judy Austin at (850) 482-9633. Questions may be submitted in writing by contacting the Jackson County Purchasing Department or email jaustin@jacksoncountyfl.com.

IMPORTANT

All bids must be in writing on the forms included in the bid package, contained in a sealed envelope and legibly labeled "**BID-SALE OF PROPERTY ID# 1718-01-Rebid**" and delivered to the Jackson County Purchasing Department, 2864 Madison Street, Marianna, Florida 32440, no later than **2:00 p.m., on May 10, 2018** at which time bids will be publicly opened and read aloud. All interested parties are invited to attend.

Bids received after the time set for the bid opening will be rejected. Jackson County reserves the right to waive any and all informalities, to reject all bids, or accept any bid as deemed to be in the County's best interest. All bidders must agree to enter into a Sale and Purchase Agreement within thirty (30) days of the bid opening date. All bids will be considered binding on the bidder for a period of ninety (90) days after the date of bid opening.

**SALE OF SURPLUS COUNTY-OWNED LANDS
LOCATED IN MARIANNA, FLORIDA**

TERMS AND CONDITIONS

1. INTENT

- 1.1 The Jackson County Board of Commissioners has declared the following parcel(s) in Marianna, Florida (Jackson County) as surplus and is soliciting competitive sealed bids for the purchase of this property:

Parcel ID Number: 03-4N-10-0346-0000-1511

Physical Address: 4487 Lafayette Street, Marianna, Florida 32448

- 1.2 The property consists of **1.245 gross acres, MOL**. See Exhibit A legal description for a more specific description of the property.

2. SALE CONDITIONS

- 2.1 A **\$250,000.00** minimum bid amount has been set for this property.
- 2.2 The subject property is offered for sale on an **“AS-IS”** basis. No actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given.
- 2.3 The subject property contains the following improvement: a one story free standing concrete block and brick single-tenant office building that was originally constructed in 1956 having 7,996 square feet of centrally heated and cooled gross building area.
- 2.4 The successful bidder must execute a Sale and Purchase Agreement in the form attached hereto.
- 2.5 The property described holds a current Property Appraisers Office Just Value of **\$366,085**.
- 2.6 Each bid must be accompanied by a deposit in the amount of ten percent (10%) of the bid purchase price in U.S. Dollars in the form of a certified check or cashier's check made payable to **JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS**. Seller shall pay for an Owners' Title Policy. Buyer shall pay all other closing costs and recording fees associated with the transaction.

- 2.7 The awarded bidder shall have **ninety (90) days**, after notice of acceptance/award, to complete the transfer process and pay the remainder of the purchase price and all closing costs, unless the BCC authorizes a longer period of time. Notice of award will be sent via certified mail-returned receipt from the County.
- 2.8 In the event the County accepts a bid and the BIDDER fails to close the sale for any reason, the deposit paid herewith shall be retained by the COUNTY as consideration for its acceptance of the bid proposal, unless the failure to close was the result of a material breach by the COUNTY, or one of the permitted exceptions in the Sale and Purchase Agreement.
- 2.9 Any change to the Sale and Purchase Agreement 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 Sale and Purchase Agreement shall be deemed null and void and of no further force and effect, and the deposit paid shall be returned to the Bidder.
- 2.10 The Bidder understands and agrees that the COUNTY reserves the right to award or negotiate a contract deemed by the COUNTY, in its sole discretion to be in the best interest of the COUNTY. Alternatively, the COUNTY may reject all bids if the COUNTY deems said rejection to be in its best interest, and the deposit paid shall be returned to the Bidder.
- 2.11 Any special assessments, due and owing, or in the process of collection shall be the liability of the purchaser. There are no known assessments due on this property.

END OF TERMS AND CONDITIONS

Jackson County Surplus Land Sales Bid Form

I/We, _____

Of _____, hereby submit a bid in the amount of

\$_____ on the following described property offered for bids by

Jackson County:

One (1) land parcel with improvement located in Marianna, Florida.

Parcel ID No. 03-4N-10-0346-0000-1511

Legal Description: As shown as "Exhibit A" attached hereto.

The deposit of ten percent (10%) of my/our bid in the form of a certified check or cashier's check made payable to Jackson County Board of County Commissioners in the amount of \$_____ is enclosed.

By submitting this bid, I/we understand that if my/our bid is unsuccessful, my/our deposit will be returned. If my/our bid is successful, I/we will be notified by certified mail and, within thirty (30) days thereafter, will enter into a binding Sale and Purchase Agreement, with a closing date within ninety (90) days of the Board of County Commissioners' approval of the sale price and execution of the Sale and Purchase Agreement, unless a longer period of time is authorized by the Board of County Commissioners. I/we understand that a deposit made with a successful bid is non-refundable unless there is a failure to close the transaction due to a material breach of the Sale and Purchase Agreement by the County or by reason of one of the permitted exceptions or conditions to closing under the Sale and Purchase Agreement

At closing, the balance of the bid price in the form of certified check or cashier's check made payable to Jackson County Board of County Commissioners will be due. If I/we do not remit the balance of my/our bid pursuant to the terms and conditions of the Sale and Purchase Agreement, I/we will forfeit the ten percent (10%) deposit that is enclosed.

Date: _____

Firm Name

By: _____
Signature

Mailing Address

Printed Name

City, State ZIP

"I/We offer to PURCHASE from Jackson County, Florida, the above described property at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the price offered above meets all terms and conditions of the Sale and Purchase Agreement, contained herein or attached, unless otherwise stipulated by exception. **This offer to sell/provide is firm for ninety (90) days.**"

Signature of Bidder -Ink

Printed Name and Title

Firm Name

Receipt of Addenda No. _____ through No. _____ is acknowledged (if any).

Business Name: _____
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

- ____ Corporation ____ Limited
- ____ Partnership ____ General
- ____ Limited Liability Company (L.L.C.)

State Registered In: _____ Year: _____

____ Sole Proprietorship: Owner Name: _____

____ Other

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

Date: _____

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

THIS AGREEMENT, by and between _____, whose address is _____, hereinafter referred to as "BUYER", and JACKSON COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "SELLER."

1. The total purchase price is _____ U.S. Dollars and _____/100 (\$_____).

2. SELLER agrees to sell and convey to BUYER by County Deed, and BUYER agrees to purchase the property described in Exhibit "A," attached hereto and by reference made a part hereof (hereinafter "the Property"). The Property is currently identified by Jackson County Property Appraiser Parcel ID No(s): **03-4N-10-0346-000-1511**. The property is approximately **1.245 gross acres**. In the event the total acreage is more or less than 1.245 acres, there shall be no price adjustment.

3. The estimated date when the closing will occur is _____. In no event shall the closing extend past _____, unless extended by mutual agreement of the parties in writing.

4. BUYER accepts all real property being conveyed in this Agreement in **AS IS** condition. SELLER makes no actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given.

5. SELLER shall pay for a title insurance commitment issued by a Florida licensed title insurance company, agreeing to issue to BUYER, upon recording of the Deed, an owner's policy of title insurance in the amount of the purchase price, insuring BUYER'S title to the Property, subject only to restrictions and matters appearing on the plat and/or common to the subdivision, and public utility easements of record, and any encumbrances, exceptions or qualifications specifically set forth in this Agreement as an Exhibit "A," and those which shall be discharged by SELLER at or before closing. BUYER shall pay for any Lender's title policy, endorsements and all other closing costs not specifically charged to SELLER in this Agreement. BUYER shall notify SELLER in writing of any objections BUYER has to the title commitment, other than the exceptions listed herein, within thirty (30) days of BUYER'S receipt of same. SELLER shall be under no obligation to address or remove any matters objected to by BUYER (other than paying monetary liens, if any) but if it does elect to attempt to address or remove items objected to by BUYER, SELLER shall have a period of ninety (90) days after notification thereof within which to cure defects in the title, and the sale shall be closed within thirty (30) days after notice of such curing to BUYER. In the event SELLER is unwilling or unsuccessful in curing such defects, BUYER shall have the option of either accepting title as is, or terminating this Agreement without penalty, and BUYER shall be refunded the Bid Deposit, without interest, and thereupon, BUYER and SELLER shall be released, as to one another, without further obligations under this Agreement.

6. Prior to closing, the Property may be surveyed by BUYER, at BUYER'S expense. If the survey shows any encroachments on the Property or that the improvements located on the Property encroach on other lands, written notice thereof will be given to SELLER by BUYER within thirty (30) days from BUYER'S receipt of the survey, and SELLER will have ninety (90) days to remove such encroachments within said time, or in the event that SELLER elects not to cure any such defects in the survey that are timely objected to by BUYER, BUYER, at its option, may terminate this Agreement, and BUYER shall be refunded the Bid Deposit, without interest, and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found.

7. BUYER agrees to pay any closing costs, documentary stamps, and any recording fees required on the instrument of conveyance.

8. SELLER shall pay all ad valorem taxes, prorated ad valorem taxes, solid waste or other special assessments, street light assessment, if applicable, and tangible personal property taxes applicable, accruing up to and inclusive of the date of closing.

9. The terms and conditions of this Agreement shall survive the closing, except as otherwise limited herein.

10. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns insofar as the context hereof will permit.

11. This Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto. This Agreement may not be varied or modified except by written agreement of both SELLER and BUYER or BUYER'S authorized agent.

12. No delay or omission in the exercise of any right or remedy accruing to SELLER or BUYER upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach.

13. This Agreement shall be construed under and in accordance with the laws of the State of Florida and venue for its enforcement shall be in JACKSON COUNTY, FLORIDA.

14. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof.

15. If any date described herein falls on a Saturday, Sunday or government holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or government holiday.

16. Risk of loss or damage to the Property, or any part thereof, by fire or any other casualty will be on the SELLER up to the date of closing, and thereafter will be on the BUYER.

17. BUYER may not assign its rights under this Agreement, other than to an affiliated entity.

18. Time is of the essence for this Agreement.

19. BUYER knowingly, voluntarily, and intentionally waive any right it may have to a trial by jury of any claim, demand, action or cause of action, in connection with or in any way related to this Agreement.

20. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be hand delivered or sent by facsimile transmission or by an overnight delivery service. Notice shall be deemed to have been given and received when personally served; on the day sent when notice is given by facsimile or electronic mail transmission (provided notice via electronic mail is provided to all recipients); or upon delivery when notice is given by overnight delivery service. Notices shall be given to the following addresses:

As to BUYER:

With a COPY to:

As to SELLER:

Attn: Wilanne Daniels, Interim
Jackson County Administrator
2864 Madison Street
Marianna, FL 32448
Tel: (850)482-9633
Email: wdaniels@jacksoncountyfl.com
kcloud@jacksoncountyfl.com

With a COPY to:

Attn: Judy Austin
Jackson County Purchasing Agent
2864 Madison Street
Marianna, FL 32448
Tel: (850)428-9633
Email: jaustin@jacksoncountyfl.com

IN WITNESS WHEREOF, BUYER has caused this instrument to be executed in its name on this ____ day of _____, 20____.

BUYER

Print Name

Title

Witness:

Print Name

IN WITNESS WHEREOF, Jackson County has caused this Agreement to be duly executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this ____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF JACKSON COUNTY, FLORIDA

ATTEST:

BY _____
CLAY O. ROOKS, III
CLERK & COMPTROLLER

BY _____
ERIC HILL
BOARD CHAIRMAN

Exhibit A
Legal Description

PARCEL ID NO. 03-4N-10-0346-000-1511

Beginning on the West boundary of Lot 151, Original Plan of the Town of Marianna, Florida, at its intersection with the South boundary of East Lafayette Street or State Road No. 1, thence go East along the South side of said State Road No. 1 a distance of 50 feet; thence go South, parallel to the West boundary of Lot 151 a distance of 85 feet, for a point of beginning. From said point of beginning run South 65 feet, more or less, to a point midway between the South boundary of State Road No. 1 and the North boundary of East Jackson Street: thence West 50 feet, more or less, to the West Boundary of said Lot 151; thence South along said West boundary of Lot 151 65 feet, more or less, to a point due West from said point of beginning; thence East 50 feet, more or less, to the point of beginning and being a part of said Lot 151, **Original Plan of the Town of Marianna.**

