

PUBLIC NOTICE LEASE OF COUNTY OWNED SURPLUS REAL PROPERTY

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

Jackson Bid ID: 1920-31
Address Location: Property located on Panhandle Road, Marianna, FL
Parcel ID: 02-4N-10-0358-0000-0140
Size: 3.68+/- acres
Minimum Bid: \$0
Terms: Property must be utilized for constructing and operating as a no-kill animal shelter
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 (legal description TBD)

This Surplus Property Lease 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 Leases are in accordance to Florida Statute 125.35.

The Bid Package containing additional information and a bid form is available at www.jacksoncountyfl.com or at the Jackson County Purchasing Department, 2864 Madison Street, Marianna, Florida 32448 or call Traci Taylor at (850) 482-9633. Questions may be submitted in writing by contacting the Jackson County Purchasing Department or email taylor@jacksoncountyfl.gov

All bids must be in writing on the forms included in the bid package, contained in a sealed envelope and legibly labeled "**BID-LEASE OF PROPERTY ID# 1920-31**" and delivered to the Jackson County Purchasing Department, 2864 Madison Street, Marianna, Florida 32448, no later than Thursday, August 13, 2020 @ 2:00pm CST , 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 Lease and Lease 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.

**LEASE 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 lease of this property:

Parcel ID Number: 02-4N-10-0358-0000-0140

Physical Address: Panhandle Road, Marianna, FL

- 1.2 The property consists of 3.86+/- **gross acres, MOL**. See Exhibit A legal description for a more specific description of the property. (Legal Description to be determined)

2. LEASE CONDITIONS

- 2.1 A **\$1** minimum bid amount has been set for this property.
- 2.2 The subject property is offered for Lease 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: **None**
- 2.4 The successful bidder must execute a Lease and Lease Agreement in the form attached hereto.
- 2.5 The property described holds a current Property Appraisers Office Just Value of **\$TBD**
- 2.6 Each bid must be accompanied by a deposit in the amount of ten percent (10%) of the bid lease 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**. Lessee shall pay all 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 lease price, unless the BOCC 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 lease 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 Lease and Lease Agreement.
- 2.9 Any change to the Lease and Lease Agreement shall constitute a material variance from the terms and conditions of the offer to lease 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 Lease and Lease 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 leaser. There are no known assessments due on this property.

END OF TERMS AND CONDITIONS

Jackson County Surplus Land Lease 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 without improvement located in Marianna, Florida on Panhandle Road

Parcel ID No. 02-4N-10-0358-0000-0140

Legal Description: TBD

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 Lease and Lease Agreement, within ninety (90) days of the Board of County Commissioners' approval of the lease price and execution of the Lease and Lease Agreement, unless a longer period of time is authorized by the Board of County Commissioners.

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 Lease and Lease 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 LEASE 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 Lease Agreement, contained herein or attached, unless otherwise stipulated by exception. **This offer to lease/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 LEASE OF PROPERTY

THIS AGREEMENT, by and between _____, whose address is _____, hereinafter referred to as "LESSEE", 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 "LESSOR."

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

2. LESSOR agrees to lease the property described in Exhibit "A," attached hereto and by reference made a part hereof (hereinafter "the Property") for a term of 99 years. The Property is currently identified by Jackson County Property Appraiser Parcel ID No(s): 02-4N-10-0358-0000-0140. The property is approximately **3.86+/- gross acres**. In the event the total acreage is more or less than 3.86+/- acres, there shall be no price adjustment.

3. The estimated date when the lease will be executed is _____.

4. Prior to the date of execution of lease, the Property must be surveyed by LESSEE, at LESSEE'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 LESSOR by LESSEE within thirty (30) days from LESSEE'S receipt of the survey, and LESSOR will have ninety (90) days to remove such encroachments within said time, or in the event that LESSOR elects not to cure any such defects in the survey that are timely objected to by LESSEE, LESSEE, at its option, may terminate this Agreement, and LESSEE shall be refunded the Bid Deposit, without interest, and all rights and liabilities arising hereunder or may close the lease in the same manner as if no such defect had been found.

5. LESSOR shall pay all ad valorem taxes, prorated ad valorem taxes, solid waste or other special assessments, streetlight assessment, if applicable, and tangible personal property taxes applicable, accruing up to and inclusive of the date of execution.

6. The terms and conditions of this Agreement shall survive its termination, except as otherwise limited herein.

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

8. 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 LESSOR and LESSEE or LESSEE'S authorized agent.

9. No delay or omission in the exercise of any right or remedy accruing to LESSOR or LESSEE 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.

10. 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.

11. 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.

12. 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.

13. Risk of loss or damage to the Property, or any part thereof, by fire or any other casualty will be on the LESSOR up to the date of execution, and thereafter will be on the LESSEE.

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

15. Time is of the essence for this Agreement.

16. LESSEE knowingly, voluntarily, and intentionally waives 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.

17. 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 LESSEE:

With a COPY to:

As to LESSOR:
Attn: Wilanne Daniels
Jackson County Administrator
2864 Madison Street
Marianna, FL 32448
Tel: (850)482-9633
Email: danielsw@jacksoncountyfl.gov

With a COPY to:
Attn: Traci Taylor
Jackson County Purchasing Agent
2864 Madison Street
Marianna, FL 32448
Tel: (850)428-9633
Email: taylort@jacksoncountyfl.gov

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

LESSEE

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 _____
CLINT PATE
BOARD CHAIRMAN

Exhibit A
Legal Description

PARCEL ID NO. 02-4N-10-0358-0000-0140

TBD

SAMPLE