

PROJECT #:
PARCEL #:

**HILLSBOROUGH COUNTY
FACILITIES MANAGEMENT & REAL ESTATE SERVICES DEPARTMENT
SURPLUS PROPERTY**

BID PROPOSAL

Sale of County Surplus Real Property
Pursuant to Section 125.35, 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.**

(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.

(e) A MINIMUM BID PRICE HAS BEEN ESTABLISHED BY THE COUNTY FOR EACH PARCEL. ANY BID BELOW THE MINIMUM BID 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/EN/GOVERNMENT/REAL-ESTATE-AND-FACILITY-SERVICES/SURPLUS-COUNTY-LANDS OR YOU CAN CALL THE FACILITIES MANAGEMENT & REAL ESTATE 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 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.

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

Signing on behalf of:

- Individual
- Corporation
- LLC

Signature: _____

Address: _____

Print Name: _____

Phone: _____

Received by: _____
Hillsborough County Representative

Date: _____