

ENCLOSURES TO BE SUBMITTED WITH INVITATION TO OFFER

NOTICE: PLEASE CHECK BOXES AND INCLUDE THE RELEVANT INSTRUMENT WITH THE INVITATION TO OFFER (ITO). ITOs submitted without the relevant instrument and any required attachments will be considered incomplete and **non-responsive**.

- Completed and signed ITO Form

- Completed and signed Contract for Sale and Purchase and Deposit Receipt.

- Certified check, cashier's check or irrevocable letter of credit from a financial institution as defined by Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection equal to ten percent (10%) of the bid amount.

Please note the following:

- Ensure that the name of the individual or entity purchasing the property is properly and uniformly written (as it should appear on the deed) on: (a) the ITO Form; (b) Page One (1) of the Contract for Sale and Purchase and Deposit Receipt; and (c) the Signature Page of the Contract for Sale and Purchase and Deposit Receipt.

- If the buyer 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, for example, the Florida 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).

STATE LAND SALE - INSTRUCTIONS FOR INVITATION TO OFFER

Sealed offers will be received by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, (hereinafter referred to as "DEPARTMENT"), as staff to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (hereafter referred to as the "TRUSTEES"), from prospective buyers (each prospective buyer is hereinafter referred to as "OFFEROR") for the real property described below.

LEGAL DESCRIPTION OF PROPERTY

The property which is located in Polk County, Florida, and is more particularly described in attached EXHIBIT "A."

The minimum offer amount is \$875,000.00. Any offers for less than the minimum offer amount will be considered counterproposals and will be deemed nonresponsive and rejected.

CONDITIONS OF SALE

Sale of this property shall be by quitclaim deed (including improvements) on an "as is," "where is" basis. The OFFEROR agrees to pay all outstanding real estate taxes. The OFFEROR agrees to take title to 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 authority; 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. The sale shall be subject to a reservation in favor of the TRUSTEES of an undivided three-fourths interest in phosphate, minerals, and metals and one-half interest in all petroleum with the privilege to mine and develop the same in compliance with Section 270.11, Florida Statutes.

OFFER GUARANTEE

Each offer shall be accompanied by an earnest money deposit (hereinafter referred to as the "Deposit") in the form of a certified or cashier's check or irrevocable letter of credit from a financial institution as defined in Section 655.005, Florida

Statutes, made payable to the State of Florida Department of Environmental Protection in the amount of ten percent 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 working days after the TRUSTEES' decision.

OFFER CONDITIONS

1. At closing, the successful OFFEROR shall be required to pay the balance of the purchase price by wire transfer of funds through a Federal Reserve Bank or other immediately available funds acceptable to the TRUSTEES, made payable to the State of Florida Department of Environmental Protection or the TRUSTEES' designated 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. The OFFEROR shall pay for all costs of closing including, but not limited to, the cost incurred through the surveying, advertising and appraisal of the property, title insurance, documentary stamp tax on the quitclaim deed, recording costs, real estate brokerage fees, and any other closing costs that OFFEROR may incur. The TRUSTEES may require that the closing be processed by and through a title insurance company office, or other agent, designated by the TRUSTEES, and the OFFEROR shall pay any costs charged by such company or agent for this closing service.
4. The OFFEROR shall pay all costs of sale incurred by the TRUSTEES or other parties on behalf of the TRUSTEES, by separate certified or cashier's check, made payable to the State of Florida Department of Environmental Protection or an escrow agent designated by the DEPARTMENT, at the time of closing. The following costs have been or will be incurred by the TRUSTEES. The amounts below are for informational purposes only and are believed to be the final costs incurred but may be subject to change or additional costs may be incurred prior to closing:

- Appraisal: \$ 3,450.00
- Real Estate Brokerage fee to CBRE, Inc.: \$30,625.00*

*Fee to CBRE, Inc., shown above is an estimate based on the minimum offer amount of \$875,000.00. The fee will be based on the final purchase price and may be higher than the estimated fee.

5. Any offer containing or accompanied by counterproposals or offers as to sale terms or conditions shall be deemed non-responsive and rejected.

ON-SITE INSPECTION

An on-site inspection of the property is not mandatory; however, if you need assistance to locate and inspect the premises, please call Jeff Gray, with CBRE, Inc., at (407) 506-6016, to arrange for an on-site inspection. All interested parties are required to sign a Release and Waiver of Liability Agreement before entering the property.

VERBAL INSTRUCTIONS NON-BINDING

The TRUSTEES are not bound by or responsible for any information verbally given to any prospective OFFEROR by any employee of the DEPARTMENT. Only those communications pertaining to this offer, which are in writing from the DEPARTMENT, may be considered as a duly authorized expression on behalf of the DEPARTMENT and the TRUSTEES. Only communications from a OFFEROR that are signed and in writing will be recognized by the DEPARTMENT 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 opening concerning the property or the terms and conditions of sale or offer procedures as stated in this offer invitation.

For information concerning the property and/or Offer procedures please contact Jeff Gray, with CBRE, Inc., at (407) 506-6016, or by mail to 3800 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, Attention: Jim Leftheris.

OFFERORS are cautioned to carefully examine these Instructions for Invitation to Offer, the property being offered for sale and to be thoroughly informed regarding any and all conditions and requirements of this offer invitation. A OFFEROR will not be relieved of any liabilities and/or obligations because of its lack of knowledge of conditions or requirements.

OFFER SUBMISSION DEADLINE

Offers will be accepted until 12:00 Noon, June 24, 2021. Any offer received after that time will be returned to the OFFEROR unopened. The DEPARTMENT is not responsible for offers not received by 12:00 Noon, June 24, 2021.

OFFER OPENING AND CONSIDERATION

All offers received by the offer submission deadline will be publicly opened at **2:00 p.m., on June 24, 2021**, Room 306, Carr Building, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 by the DEPARTMENT. Any interested party may attend this opening. No offer will be accepted after the date and time established these Instructions for Invitation to Offer.

OFFER FORM AND CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT

The "Offer Form" and the "Contract for Sale and Purchase and Deposit Receipt" shall be completed in their entirety and be submitted in accordance with the procedures set forth in these Instructions for Invitation to Offer. Otherwise, the offer will be deemed nonresponsive and rejected. The offer for the property shall be entered on the Offer Form and on paragraph 2. of the Contract for Sale and Purchase and Deposit Receipt. NO OTHER TYPE OF "OFFER FORM" OR "PROPOSAL SHEET" WILL BE ACCEPTED AS A VALID RESPONSE TO THIS INVITATION TO OFFER.

OFFER AWARD

Any award made will be to the highest responsive OFFEROR, provided it is in the TRUSTEES' interest to accept the offer. The TRUSTEES or the DEPARTMENT, as staff to the TRUSTEES, reserves the right to reject any or all offers. The TRUSTEES or the DEPARTMENT further reserves the right to waive any minor irregularities in any offer received. In the event two (2) or more responses are received which equal or exceed the minimum offer amount, are of equal amounts and are the the highest responsive offers received, then those parties, and only those parties, will be notified by CBRE, Inc. or the DEPARTMENT within three (3) business days and asked to resubmit a new Offer Form and Contract for Sale and Purchase and Deposit Receipt within five(5) business days of the deadline for their notice. This procedure shall repeat until an award is made to the highest responsive OFFEROR or until such time as the DEPARTMENT determines that this ITO is withdrawn.

MAILING INSTRUCTIONS

All offers must be submitted in a sealed envelope marked "**SEALED OFFER-POLK COUNTY, OFFER NO. DSL-ITO-21-003.**" **Each OFFEROR MUST enter its name and return address in the upper left-hand corner for identification purposes.** Offers may be delivered as follows:

- U.S. Postal Service to State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, 3800 Commonwealth Boulevard, Mail Station 115, Tallahassee, Florida 32399-3000, Attention: Jim Leftheris,
- hand delivery to State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, 3800 Commonwealth Boulevard, Carr Building First Floor Reception Desk, Tallahassee, Florida, Attention: Jim Leftheris, or
- sent via commercial carrier to the State of Florida Department of Environmental Protection, Bureau of Real Estate Services, Mail Station 115, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Attention: Jim Leftheris, by the offer submission deadline.

NOTE: THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WILL NOT OPEN ANY ENVELOPE SUBMITTED IN ASSOCIATION WITH THIS OFFER WHICH IS NOT PROPERLY ADDRESSED TO "State of Florida Department of

Environmental Protection, Division of State Lands, Bureau of Real Estate Services and marked "SEALED OFFER - POLK COUNTY, OFFER NO. DSL-ITO-21-003. OFFERS MUST BE SUBMITTED ON AN OFFER FORM AND INCLUDE A FULLY EXECUTED CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT ALONG WITH A 10% DEPOSIT.

AMERICANS WITH DISABILITIES ACT REQUIREMENT

Any vendor or contractor submitting a offer or proposal to the DEPARTMENT for providing commodities or contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any vendor or contractor which is providing commodities or contractual services, or possible subcontractor, must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

Any person with a qualified disability shall not be denied equal access and effective communication regarding any offer/proposal documents or the attendance at any related meeting or offer/proposal opening. If accommodations are needed because of a disability, please contact Jim Leftheris, State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, Carr Building, Tallahassee, Florida 32399-3000. The telephone number is (850)245-2555.

OFFER FORM

STATE LAND SALE

OFFEROR hereby offers the lump sum of \$ _____ for the purchase of the state land described in the Contract for Sale and Purchase and Deposit Receipt. The lump sum entered above does not include closing costs and other costs of the sale as described in the Instructions for Invitation to Offer and paragraph 4.c of the Contract for Sale and Purchase 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 OFFEROR. I further certify that I have read and understand all the offer specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

OFFEROR NAME

AUTHORIZED SIGNATURE

OFFEROR MAILING ADDRESS

AUTHORIZED SIGNATURE (Print)

CITY STATE ZIP CODE

TITLE

AREA CODE/TELEPHONE NUMBER

CORPORATION CHARTER NUMBER

EXHIBIT "A"

Begin at a point 67.85 feet South and 280 feet East of the Northwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 28 South, Range 24 East, Polk County, Florida to a Point of Beginning on the South right of way line of East Memorial Boulevard; thence continue North $89^{\circ}27'00''$ East a distance of 173.41 feet; thence South $0^{\circ}18'40''$ East a distance of 300 feet; thence South $89^{\circ}27'00''$ West a distance of 173.12 feet; thence North $0^{\circ}22'00''$ West a distance of 300 feet to the Point of Beginning.

AND

The North 250 feet of the West 280 feet of that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 28 South, Range 24 East, Polk County, Florida, lying South of East Lakeland Memorial Boulevard (U.S. Highway 98); LESS the West 30 feet thereof which is reserved for street purposes.

BSM
BY SK
Date: 8.29.2017