

**ENCLOSURES TO BE SUBMITTED WITH BID**

**NOTICE:** PLEASE CHECK BOXES AND INCLUDE THE RELEVANT INSTRUMENT WITH THE BID. Bids submitted without the relevant instrument and any required attachments will be considered incomplete and **non-responsive**.

\_\_\_\_\_ Completed and signed Bid 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 Bid 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 - BID CONDITIONS**

Sealed bids 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 (hereinafter referred to as the "TRUSTEES"), from prospective buyers (each prospective buyer is hereinafter referred to as "BIDDER") for the real property described below.

### **LEGAL DESCRIPTION OF PROPERTY**

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

**The minimum bid amount is \$52,000,000.00. Any bids for less than the minimum bid 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 BIDDER agrees to pay all outstanding real estate taxes. The BIDDER 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 or liens 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.

### **BID GUARANTEE**

Each bid 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 (10%) of the BIDDER'S bid. The Deposit shall be forfeited to the TRUSTEES if the successful BIDDER fails to perform as specified after written notification of award. Any Deposits received from unsuccessful BIDDERS will be returned within ten working days after the TRUSTEES' decision.

### **BID CONDITIONS**

1. At closing, the successful BIDDER 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 BIDDER is responsible for arranging any necessary financing and the name of any lender to be involved, if applicable, must be included in the bid.

3. The BIDDER 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 BIDDER 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 BIDDER shall pay any costs charged by such company or agent for this closing service.
4. The BIDDER 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:

• Advertising:	\$65.19
• Survey:	\$33,975.00
• Appraisal:	\$7,325.00
• Real Estate Brokerage fee to CBRE, Inc.	\$1,014,000.00

\*Fee to CBRE, Inc., shown above is an estimate based on the minimum bid of \$52,000,000.00. The fee will be based on the final purchase price and may be higher than the estimated fee.

5. Any bid 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 David Wigoda, with CBRE, Inc., at (954) 829-3737 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 BIDDER by any employee or contractor of the DEPARTMENT. Only those communications pertaining to this bid, 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 BIDDER that are signed and in writing will be recognized by the DEPARTMENT as duly authorized expressions on behalf of the BIDDER.

**GENERAL INFORMATION**

It shall be the responsibility of each BIDDER to raise any questions prior to the bid opening concerning the property or the terms and conditions of sale or bidding procedures as stated in this bid invitation.

For information concerning the property and/or bidding procedures please contact David Wigoda, with CBRE, Inc., at (954) 829-3737 or by mail at 3800 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, Attention: Robbie Parrish.

BIDDERS are cautioned to carefully examine this bid invitation, the property being offered for sale and to be thoroughly informed regarding any and all conditions and requirements of this bid invitation. A BIDDER will not be relieved of any liabilities and/or obligations because of its lack of knowledge of conditions or requirements.

### **BID SUBMISSION DEADLINE**

**Bids will be accepted until 12:00 Noon, ET, October 25, 2022. Any bid received after that time will be returned to the BIDDER unopened. The DEPARTMENT is not responsible for bids not received by 12:00 Noon, ET, October 25, 2022.**

### **BID OPENING AND CONSIDERATION**

All bids received by the bid submission deadline will be publicly opened at 2:00 PM, ET, on October 25, 2022, Room 170, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 by the DEPARTMENT. Any interested party may attend this public bid opening. No bid will be accepted after the date and time established in the bid invitation.

### **BID FORM AND CONTRACT FOR SALE AND PURCHASE AND DEPOSIT RECEIPT**

The "Bid 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 this bid invitation. Otherwise, the bid will be deemed nonresponsive and rejected. The offer for the property shall be entered on the Bid Form and on paragraph 2. of the Contract for Sale and Purchase and Deposit Receipt. **NO OTHER TYPE OF "BID FORM" OR "PROPOSAL SHEET" WILL BE ACCEPTED AS A VALID RESPONSE TO THIS BID INVITATION.**

### **BID AWARD**

Any award made will be to the highest responsive BIDDER, provided it is in the TRUSTEES' interest to accept the bid. The TRUSTEES or the DEPARTMENT, as staff to the TRUSTEES, reserves the right to reject any or all bids. The TRUSTEES or the DEPARTMENT further reserves the right to waive any minor irregularities in any bid received. In the event two (2) or more responses are received which equal or exceed the minimum bid amount, are of equal amounts and are the highest responsive bids received, and the bids are not rejected, then those parties, and only those parties, will be notified by the DEPARTMENT within three (3) business days and asked to resubmit a new Bid 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 BIDDER or until such time as the DEPARTMENT determines that this Bid is withdrawn. **SELLER'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY MEETING OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.**

### **MAILING INSTRUCTIONS**

All bids must be submitted in a sealed envelope marked "**SEALED BID - BROWARD COUNTY, BID NO. DSL-BID-22-001.**" Each BIDDER MUST enter its name and return address in the upper left-hand corner for identification purposes. Bids 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: Robbie Parrish.
- 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, 32399-3000, Attention: Robbie Parrish.
- 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: Robbie Parrish by the bid submission deadline.

**NOTE:** The State of Florida Department of Environmental Protection will not open any envelope submitted in association with this bid 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 BID - BROWARD COUNTY, BID NO. DSL-BID-22-001**".

**BIDS MUST BE SUBMITTED ON A BID 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 bid 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 bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact Robbie Parrish, with the 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.

BID FORM  
STATE LAND SALE

BIDDER hereby bids 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 Bid Conditions and paragraph 4.c of the Contract for Sale and Purchase and Deposit Receipt.

CERTIFICATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for this property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid Form for the BIDDER. I further certify that I have read and understand all the bid specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

\_\_\_\_\_  
BIDDER NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
BIDDER MAILING ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE (Print)

\_\_\_\_\_  
CITY                      STATE                      ZIP CODE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AREA CODE / TELEPHONE NUMBER

\_\_\_\_\_  
CORPORATION CHARTER NUMBER

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

LOTS TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22) AND TWENTY-THREE (23) IN BLOCK 9 OF THE TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "B", AT PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 1: LOTS 6 THROUGH 11 INCLUSIVE IN BLOCK 10; LOT 12, LESS THE SOUTH 15 FEET THEREOF IN BLOCK 10; LOT 13, LESS THE SOUTH 15 FEET THEREOF IN BLOCK 10; LOTS 14 THROUGH 16 INCLUSIVE IN BLOCK 10; LOTS 7 THROUGH 11 INCLUSIVE IN BLOCK 11; LOT 12, LESS THE SOUTH 15 FEET THEREOF IN BLOCK 11; LOT 13, LESS THE SOUTH 15 FEET THEREOF IN BLOCK 11; AND LOTS 14 THROUGH 18 INCLUSIVE IN BLOCK 11; ALL OF THE TOWN OF FORT LAUDERDALE, ACCORDING TO THAT PLAT THEREOF RECORDED IN PLAT BOOK "B" AT PAGE 40 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; AND

PARCEL 2: LOTS 17 AND 18 OF BLOCK 10 OF THE TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "B" AT PAGE 40 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

AND ALSO THOSE ALLEYS AS VACATED IN ORDINANCE NO. C-75-01 AS RECORDED IN OR BOOK 6474 PAGE 662, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PART OF LOTS 12 AND 13, BLOCK 10, AND THAT PART OF THE VACATED 14 FOOT ALLEY IN BLOCK 10; AND LOTS 12 AND 13, BLOCK 11 AND THAT PART OF VACATED NORTHWEST THIRD AVENUE BETWEEN BLOCKS 10 AND 11, ALL IN THE TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B" PAGE 40 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IN SECTION 3, TOWNSHIP 50 SOUTH, RANGE 42 EAST, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 12, BLOCK 10; THENCE RUN S02°10'05"E ALONG THE WEST LINE OF SAID LOT 12 A DISTANCE OF 49.4 FEET TO THE POINT OF BEGINNING, AND THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 17.25 FEET, THROUGH A CENTRAL ANGLE OF 89°24'12" AN ARC DISTANCE OF 26.92 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG SAID REVERSE CURVE HAVING A RADIUS OF 4749.54 FEET HAVING A CENTRAL ANGLE OF 05°01'04" AN ARC DISTANCE OF 379.02 FEET THROUGH AN ANGLE OF 04°34'20" TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG SAID REVERSE CURVE HAVING A RADIUS OF 4643.52 FEET HAVING A CENTRAL ANGLE OF 05°01'04" AN ARC DISTANCE OF 125.25 FEET THROUGH AN ANGLE OF 01°32'43"; TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG SAID COMPOUND CURVE HAVING A RADIUS OF 22.25 FEET THROUGH A CENTRAL ANGLE OF 93°37'28" AN ARC DISTANCE OF 36.36 FEET; THENCE S02°10'09"E ALONG THE EAST LINE OF SAID LOT 13, BLOCK 11, A DISTANCE OF 32.80 FEET; THENCE S87°58'59"W A DISTANCE OF 544.04 FEET TO THE WEST LINE OF SAID LOT 12, BLOCK 10; THENCE N02°10'05"W A DISTANCE OF 55.06 FEET TO THE POINT OF BEGINNING.

Game Building  
Board of Trustees of the Internal Improvement Trust Fund  
Broward County

SUBJECT TO EASEMENT FOR INGRESS & EGRESS TO THE CITY OF FORT LAUDERDALE (AID #34742) DATED NOV. 7, 2017 FROM THE B.O.T.I.I.T.F.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING WITHIN BLOCK 10, TOWN OF FORT LAUDERDALE, AS RECORDED IN PLAT BOOK 8, PAGE 40, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 BLOCK 10;

THENCE SOUTH 02°08'22" EAST, ALONG THE WEST LINE OF BLOCK 10, A DISTANCE OF 250.07 FEET TO THE SOUTHWEST CORNER OF LOT 5 BLOCK 10, AND BEING THE POINT OF BEGINNING;

THENCE NORTH 88°02'12" EAST, ALONG THE SOUTH LINE OF LOT 5 BLOCK 10, A DISTANCE OF 152.16 FEET, - THENCE SOUTH 02°06'44" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 87°57'13" WEST, A DISTANCE OF 152.15 FEET TO A POINT ON THE WEST LINE OF BLOCK 10; THENCE NORTH 02°08'12" WEST, ALONG THE WEST LINE OF BLOCK 10, A DISTANCE OF 12.22 FEET, TO THE POINT OF BEGINNING.

CONTAINS 1826 SQUARE FEET, .042 ACRES MORE OR LESS.

SAID LANDS LYING AND SITUATE IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

BSM APPROVED  
BY SEW  
DATE 5/19/22

Gore Building  
Board of Trustees of the Internal Improvement Trust Fund  
Broward County