

PUBLIC NOTICE
SALE OF NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
OWNED SURPLUS REAL PROPERTY

Notice is hereby given that the North Central Florida Regional Planning Council will receive sealed bids to purchase the following surplus Council-owned real property:

Bid ID:	SALE-20-001
Address/Location:	2009 NW 67th Place Gainesville, FL 32653-1603
Parcel ID/Nos.:	07878-008-000 and 07878-009-000
Size:	4.423 Acres, More or Less
Minimum Bid:	\$1,018,500.00
Terms:	Contingent Upon Successful Closing within ninety (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.

A deposit in the amount of ten percent (10%) of the bid amount is due at the time of bid submission.

This Surplus Property Sale is conveyed **AS-IS**. The North Central Florida Regional Planning Council does not make nor imply any warranties, guarantees or representations to the accuracy of the information provided. Conveyance is by Warranty Deed.

The Bid Package containing additional information and a bid form is available at <http://www.ncfrpc.org> or for review at the North Central Florida Regional Planning Council, 2009 NW 67th Place, Gainesville, Florida 32653-1603. Questions may be submitted in writing by contacting the North Central Florida Regional Planning Council.

All bids must be in writing and delivered to the North Central Florida Regional Planning Council, no later than **2:00 p.m., Eastern Daylight Saving Time, July 23, 2020**, at which time bids will be publicly opened and read aloud. All interested parties are invited to attend.

Bids must be contained in a sealed envelope and legibly labeled **“BID-SALE OF PROPERTY ID# SALE-20-001, OPENING ON JULY 23, 2020 AT 2:00 PM, EASTERN DAYLIGHT SAVINGS TIME.”** Bids received after the time set for the bid opening will be rejected and returned unopened. The North Central Florida Regional Planning Council reserves the right to waive any and all informalities, to reject all bids or accept any bid as deemed to be in the North Central Florida Regional Planning Council’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
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
OWNED REAL PROPERTY
LOCATED IN GAINESVILLE, FLORIDA
TERMS AND CONDITIONS**

1. INTENT

- 1.1 The North Central Florida Regional Planning Council has declared the following parcels in **Gainesville, Florida** as surplus and is soliciting competitive sealed bids for the purchase of this property:

Parcel ID Nos. 07878-008-000 and 07878-009-000.

- 1.2 The property consists of **4.423 gross acres, More or Less.** See legal description for a more specific description of the property.

2. SALE CONDITIONS

- 2.1 The minimum required bid for this sale is **\$1,018,500.00.**
- 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 property contains the following improvements: **7,560 square foot flex space office building, 1,988 square foot industrial building, 1,248 foot pole shed and 1,624 square foot metal shed.**
- 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 Alachua County Property Appraiser's Office Just Value of **\$818,194.00.**
- 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 the North Central Florida Regional Planning Council. Buyer shall pay all closing costs and recording fees associated with the transaction including an Owner's Title Policy.
- 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 North Central Florida Regional Planning Council authorizes a longer period of time. Notice of award will be sent via certified mail-retained receipt from the North Central Florida Regional Council.
- 2.8 In the event the North Central Florida Regional Planning Council accepts a bid and the BIDDER fails to close the sale for any reason, the deposit paid herewith shall be retained by the North Central Florida Regional Planning Council as consideration for its acceptance of the bid proposal, unless the failure to close was the result of a material breach by the North Central Florida Regional Planning Council or one (1) 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 North Central Florida Regional Planning Council. In the event the bid proposal is not accepted by the North Central Florida Regional

Planning Council, 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 North Central Florida Regional Planning Council reserves the right to award or negotiate a contract deemed by the North Central Florida Regional Planning Council, in its sole discretion, to be in the best interest of the North Central Florida Regional Planning Council. Alternatively, the North Central Florida Regional Planning Council may reject all bids if the North Central Florida Regional Planning Council 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 Buyer. There are no known assessments due on this property.
- 2.12 The North Central Florida Regional Planning Council shall vacate the office building, warehouse and parking lot located on the property no later than April 1, 2021. The Purchaser shall grant the North Central Florida Regional Planning Council the right to occupy the office building, warehouse and parking lot located on the property until it voluntarily vacates the property after completion of the transfer process or April 1, 2021 whichever occurs first.
- 3. DISCLOSURE
- 3.1 LEASE: None

END OF TERMS AND CONDITIONS

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

SURPLUS LAND SALES BID FORM

I/We, _____

Of _____, hereby submit a bid in the amount of
_____ (\$ _____) on the

(dollars and cents in words)

following described property offered for bids by the North Central Florida Regional Planning Council:

Two Parcels in Gainesville, Florida, identified as:

Parcel ID Nos. 07878-008-000 and 07878-009-000.

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 the North Central Florida Regional Planning Council in the amount of

_____ (\$ _____) is enclosed.

(dollars and cents in words)

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 North Central Florida Regional Planning Council approval of the sale price and execution of the Sale and Purchase Agreement, unless a longer period of time is authorized by the North Central Florida Regional Planning Council. At closing, the balance of the bid price in the form of certified check or cashier's check made payable to North Central Florida Regional Planning Council 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 of Bidder

Mailing Address

Printed Name

City, State ZIP

I/We offer to PURCHASE from the North Central Florida Regional Planning Council, 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: _____
(Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

_____ Corporation:

_____ Partnership: _____ General _____ Limited

_____ 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 INTEREST IN REAL PROPERTY**

THIS AGREEMENT, by and between _____,
whose address is _____,
hereinafter referred to as "BUYER", and the North Central Florida Regional Planning Council, a political
subdivision of the State of Florida, hereinafter referred to as "SELLER."

WITNESSETH:

1. The total purchase price is _____
(dollars and cents in words)
(\$_____).

2. SELLER agrees to sell and convey to BUYER by Warranty Deed, and BUYER agrees to purchase the property described in Exhibit A, attached hereto and by reference made a part hereof (hereinafter referred to as "the Property"). The Property is currently identified by Alachua County Property Appraiser Parcel ID Nos.: **07878-008-000 and 07878-009-000**. The property is approximately **4.423 gross acres, more or less**. In the event the total acreage is more or less than 4.423 gross acres, there shall be no price adjustment.

3. The closing will occur on or before _____,
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. BUYER may obtain a title insurance commitment and policy, at BUYER'S expense, issued by a Florida licensed title insurance company, agreeing to issue to BUYER upon recording of the Warranty 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 liens, encumbrances, exceptions or qualifications set forth in this Agreement as Exhibit A, and those which shall be discharged by SELLER at or before closing. BUYER shall pay for any Lender's title policy endorsements, if any, and all other closing costs specifically charged to SELLER in this Agreement. BUYER shall notify SELLER in writing of any objections BUYER has to the title commitment 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, but if it does elect to attempt to address or remove items object to by BUYER (other than those items listed in Exhibit A), 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 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, if applicable, and tangible personal property taxes, if 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, embodied 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 a court of competent jurisdiction in ALACHUA COUNTY, FLORIDA.

14. This Agreement may be executed in two (2) or more counterparts, all of which together shall constitute one (1) and the same instrument. There may be duplicate originals of this Agreement, only one (1) 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. 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 sent 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: Scott R. Koons
Executive Director
2009 NW 67th Place
Gainesville, FL 32653-1603
Tel: 352.955.2200
Email: koons@ncfrpc.org

With a COPY to:

Attn: Jonathan F. Wershow
Council Attorney
Scruggs, Carmichael and Wershow
1 Southeast 1st Avenue
Gainesville, FL 32601-6240
Tel: 352.376.5242
Email: wershow@scwleagal.org

19. SELLER AND BUYER each 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.

IN WITNESS WHEREOF, BUYER has caused this instrument to be executed in its name on this

_____ day of _____ 2020.

WITNESS

BUYER

Print Name

Print Name

Title

Title

IN WITNESS WHEREOF, the North Central Florida Regional Planning Council has caused this Agreement to be duly executed in its name by its Chair, this _____ day of _____ 2020.

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

ATTEST:

BY: _____
Scott R. Koons
Executive Director

BY: _____
Charles S. Chestnut IV
Chair

EXHIBIT A

LEGAL DESCRIPTION

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL PARCEL

A portion of Section 18, Township 9 South, Range 20 East, Alachua County, Florida, being more fully described as follows:

All of Lot Nine (9) and the West 22.8 Feet of Lot 10, NORTHWEST INDUSTRIAL PARK UNIT NO. 1, as recorded in Plat Book "K" page 12 of the Public Records of Alachua County, Florida.

AND

The South 260 feet and the East 25 feet of Lot 8 of NORTHWEST INDUSTRIAL PARK, UNIT NO. 1, as per plat thereof recorded in Plat Book "K", Page 12 of Public Records of Alachua County, Florida

Parcel No. 07878-008-000 and 07878-009-000

The above described parcels contain 4.423, acres, more or less.