

**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 Orange County, Florida, and is more particularly described in attached EXHIBIT "A."

**The minimum bid amount is \$6,650,000. 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 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:	\$136.76
• Appraisal:	\$4,875.00
• Real Estate Brokerage fee to CBRE:	\$149,625.00*

\*Fee to CBRE, shown above is an estimate based on the minimum bid amount of \$6,650,000. 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 Jeff Gray with CBRE 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 BIDDER by any employee 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 Jeff Gray with CBRE at 407-506-6016 or Jeff Gentry with the Department of Environmental Protection at 850-245-2755.

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, December 17, 2024. 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, December 17, 2024.**

**BID OPENING AND CONSIDERATION**

All bids received by the bid submission deadline will be publicly opened at **2:00pm ET, on December 17, 2024, Room 301G Carr Bldg., 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 CBRE, Inc., or 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.

#### MAILING INSTRUCTIONS

All bids must be submitted in a sealed envelope marked "**SEALED BID - ORANGE COUNTY, BID NO. DSL-BID-24-002.**" 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 Jeff Gentry,**
- 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 Jeff Gentry,** 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 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 - ORANGE COUNTY, BID NO. DSL-BID-24-002. 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

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Bid No. DSL-BID-24-002

Contract No. 33299

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 Jeff Gray with CBRE at 407-506-6016, or Jeff Gentry at 850-245-2755, with the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, Carr Building, Tallahassee, Florida 32399-3000.

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 THE PROPERTY

OVERALL DESCRIPTION

TRACTS 1, 2, 3, 4, 6 and South 19.13 feet of 5

From the West ¼ corner of Section 27, Township 22 South, Range 30 East, Orange County, Florida, run South 170.31 feet along the centerline of Semoran Boulevard (State Road 436), said centerline being the West boundary of the Southwest ¼ of said Section 27, to the Northwest corner of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, of the Public Records of Orange County, Florida; thence run along the Northerly, Easterly and Southerly Boundary of said parcel with the following courses and distances: S.89°43'40"E., 479.67 feet; thence run South, 379.42 feet parallel with the aforesaid centerline of Semoran Boulevard; thence run West, 429.67 feet to a point on the East right-of-way line of said Semoran Boulevard, said right-of-way line being 50.00 feet East of when measured at right angles to the aforesaid West boundary of the Southwest ¼ of Section 27, thence leaving the aforesaid boundary of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, of the Public Records of Orange County, Florida, run South, 307.33 feet along the aforesaid East right-of-way line of Semoran Boulevard for a POINT OF BEGINNING, said point being located 19.13 feet North of the Northwest corner of that certain parcel of land described as Tract 2 and recorded in Official Records Book 634, Page 107, of the Public Records of Orange County, Florida; thence continue South 365.48 feet along the said East right-of-way line of Semoran Boulevard to a point on the Northerly boundary of that certain parcel of land described as Gulf Oil Property (5) and recorded in Official Records Book 178, Page 121, of the Public Records of Orange County, Florida; thence run along the Northerly, Easterly and Southerly boundary of said parcel with the following courses and distances; East 155.00 feet; thence run South 160.00 feet; thence run West 155.00 feet to a point on the aforesaid East right-of-way line of Semoran Boulevard; thence leaving the said boundary of that certain parcel of land described as Gulf Oil Property (5) and recorded in Official Records Book 178, Page 121, of the Public Records of Orange County, Florida, run South 55.43 feet along said East right-of-way line to the Northwest corner of Lot 1, Block D, AZALEA PARK REPLAT, according to the Plat thereof as recorded in Plat Book "S", Page 66 and 67, of the Public Records of Orange County, Florida; thence run S.89°30'30"E., 500.00 feet along the Northerly boundary of said AZALEA PARK REPLAT to the Southwest corner of that certain parcel of land described and recorded in Official Records Book 1626, Page 438, of the Public Records of Orange County, Florida; thence run North 585.20 feet along the West boundary of said parcel to a point 19.13 feet North of the Northeast corner of the aforesaid parcel of land described as Tract 2 and recorded in Official Records Book 634, Page 107, of the Public Records of Orange County, Florida; thence run West 500.00 feet along a line parallel with the North line of said Tract 2, to the Point of Beginning. Containing 6.1233 acres.

The above described parcel excluding the Mutal Parking Easement is also described as the following tracts:

**TRACT 1:** Beginning at a point on the Southwesterly corner of the premises herein described, which Southwesterly corner is located 50 feet Easterly from a point in the centerline of

BSM: *Amy Lewis*

DATE: October 3, 2024

Lake Barton Road and which point in Lake Barton Road is distant Northerly along the centerline thereof 1444.02 feet from the Southwesterly corner of Section 27, Township 22 South, Range 30 East, and from the said Point of Beginning (the Southwest corner of the premises herein); running thence Northerly, parallel with the centerline of Lake Barton Road, 61.73 feet; thence Easterly 301.16 feet to the Party Wall between the premises herein and the premises adjoining on the North; thence continuing Easterly 170.13 feet through a Party Wall to the end of the building adjoining the North; thence continuing Easterly 28.71 feet to the Northeasterly corner of the premises herein described; thence Southerly, parallel with the centerline of Lake Barton Road, 61.73 feet; and thence Westerly 500 feet to the Point or Place of Beginning.

TRACT 2: Beginning at a point on the Southwesterly corner of the premises herein described, which point is distant 50 feet Easterly from a point in the centerline of Lake Barton Road and which point is distant Northerly along the said centerline of Lake Barton Road 1660.02 feet from the Southwesterly corner of Section 27, Township 22 South, Range 30 East, running thence Northerly, parallel with the centerline of Lake Barton Road, 111.76 feet; thence Easterly 500 feet to the Northeasterly corner of the premises herein described; thence Southerly, 111.56 feet to the Southeasterly corner of the premises herein described; thence Westerly 153.01 feet to a point; thence S.89°45'03"W., 45.99 feet; and thence Westerly 301 feet to the Point or Place of Beginning.

TRACT 3: Beginning at a point on the Southwesterly corner of the premises herein described, which Southwesterly corner is located 50 feet Easterly from a point in the centerline of Lake Barton Road and which last mentioned point is distant 1505.75 feet Northerly along the said centerline of Lake Barton Road from the Southwesterly corner of Section 27, Township 22 South, Range 30 East, and from the said beginning point (the Southwest corner of the premises herein described); running thence Northerly, parallel with the centerline of Lake Barton Road, 154.27 feet; thence Easterly 301 feet to a point; thence N.89°45'03"E., 45.99 feet to a point; thence Easterly 153.01 feet to the Northeasterly corner of the premises herein described, thence Southerly, 154.47 feet; thence Westerly 28.71 feet to the Southerly wall of the building on premises herein described; and thence continuing Westerly and through the centerline of the Party Wall, being the Southerly wall of the premises herein described, 170.13 feet to the front of the building on the premises herein described, and thence continuing Westerly 301.16 feet to the Point or Place of Beginning.

TRACT 4: Begin at a point 1210.0 feet North of the SW corner of Section 27, Township 22 South, Range 30 East, Orange County, Florida; run thence S.89°30'30"E., 315.01 feet; thence North 217.70 feet; thence West 110 feet; thence South 160 feet; thence West 205 feet; thence South 55 feet to the Point of Beginning, LESS the West 50 feet for road Right-of-Way.

TRACT 6: From the West ¼ corner of Section 27, Township 22 South, Range 30 East, run South 170.31 feet along the centerline of Semoran Boulevard (S.R. 436), said centerline being the West boundary of the Southwest ¼ of said Section 27, to the Northwest corner of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, Public Records of Orange County, Florida; thence run along the Northerly, Easterly and Southerly boundary of said parcel with the following courses and distances; S.89°43'40"E., 479.67 feet; thence run South 379.42 feet parallel with the aforesaid centerline of Semoran Boulevard; thence run West 429.67 feet to a point on the East Right-of-Way line of said Semoran Boulevard, said Right-of-Way line being 50.00 feet East of when measured at right angles to the aforesaid West

BSM: 

DATE: October 3, 2024

boundary of the Southwest ¼ of Section 27; thence leaving the aforesaid West boundary of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, Public Records of Orange County, Florida, run South 654.22 feet along the aforesaid East Right-of-Way line to a point on the North boundary of that certain parcel of land described as Gulf Oil Property (5) and recorded in Official Records Book 1588, Page 696, Public Records of Orange County, Florida, thence run South 217.70 feet to the Southeast corner of said parcel and the North boundary of AZALEA PARK REPLAT as recorded in Plat Book S, Pages 66 and 67, Public Records of Orange County, Florida; thence run S.89°30'30"E., 234.99 feet along said Northerly boundary of AZALEA PARK REPLAT to the Southwest corner of that certain parcel of land described and recorded in Official Records Book 1626, Page 438, Public Records of Orange County, Florida, thence run North 238.31 feet along the West boundary of said parcel to the Southeast corner of the aforesaid Tract 1 as recorded in Official Records Book 634, Page 107, Public Records of Orange County, Florida; thence run West 500 feet to the Point of Beginning. Subject to an Orlando Utilities Commission Easement as recorded in Official Records Book 372, Pages 563 through 565, Public Records of Orange County, Florida.

And the South 19.13 feet of the following described as Tract 5.

TRACT 5: From the West ¼ corner of Section 27, Township 22 South, Range 30 East, run South 170.31 feet along the centerline of Semoran Boulevard (S.R. 436), said centerline being the West boundary of the Southwest ¼ of said Section 27, to the Northwest corner of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, Public Records of Orange County, Florida; thence run along the Northerly, Easterly, and Southerly boundary of said parcel with the following courses and distances: S.89°43'40"E., 479.67 feet; thence run South 30.00 feet parallel with the aforesaid centerline of Semoran Boulevard or the POINT OF BEGINNING, said point also being on the Southerly Right-of-Way line of Dahlia Drive as recorded in Official Records Book 29, Page 385 Public Records of Orange County, Florida; thence continue South 349.42 feet; thence run West 429.67 feet to a point on the East Right-of-Way line of said Semoran Boulevard, said Right-of-Way being 50.00 feet East of when measured at right angles to the aforesaid West boundary of the Southwest ¼ of Section 27; thence leaving the aforesaid boundary of that certain parcel of land described as commercial area (2) and recorded in Official Records Book 178, Page 120, Public Records of Orange County, Florida, run South 326.46 feet along the aforesaid East Right-of-Way line of Semoran Boulevard to the Northwest corner of that certain parcel of land described as Tract 2 and recorded in Official Records Book 634, Page 107, Public Records of Orange County, Florida, thence run East 500 feet to the Northeast corner of Tract 2 and the West boundary of that certain parcel of land described and recorded in Official Records Book 1626, Page 438, Public Records of Orange County, Florida; thence run North 675.55 feet to the Northwest corner of said parcel and the aforesaid Southerly Right-of-Way of Dahlia Drive; thence run N.89°43'40"W., 70.33 feet along Southerly Right-of-Way line to the Point of Beginning.

#### TOGETHER WITH THE FOLLOWING MUTUAL PARKING EASEMENT

The non-exclusive mutual parking easement granted by instrument recorded in Official Records Book 634, page 116, as modified by instruments recorded in Official Records Book 1588, page 687 and in Official Records Book 3523, page 2078, public records of Orange County, Florida over the following described tract:

BSM: 

DATE: October 3, 2024

From the Southeast corner of that parcel of land described as "Tract 1" as recorded in Official Records Book 634, Page 107, of the Public Records of Orange County, Florida, said corner being located 1444.02 feet North of and 550.00 feet East of the Southwest corner of Section 27, Township 22 South, Range 30 East, thence run North along the East line of said "Tract 1" a distance of 35.23 feet for a Point of Beginning; thence continue North, along the East line of "Tracts 1, 3 and 2" as described in said Official Records Book 634, Page 107, a distance of 204.00 feet to a point 23.03 feet North of the Southeast corner of said "Tract 2"; thence run East, 30.00 feet; thence run South, 204.00 feet; thence run West 30.00 feet to the Point of Beginning.

BSM:   
DATE: October 3, 2024