

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
SURPLUS LAND SALE
TITLE OF PROJECT
SPECIFICATION PD XX-XX.XXX**

● **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

● **THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:**

- SOLICITATION OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID SURETY (BOND, CHECK, ETC.)

● **BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT

● **HOW TO SUBMIT A NO BID**

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**SURPLUS LAND SALE
(NAME OF PROJECT)**

SPECIFICATION NUMBER PD XX-XX.XXX

BIDS WILL BE RECEIVED UNTIL (Time) a.m/p.m., CST/CDT, (Day), (Date)

**Office of Purchasing, Room 11.407
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Douglas B. Underhill, Chairman
Gary Bergosh, Vice Chairman
Lumon J. May
Steven Barry
Grover C. Robinson, IV

Procurement Assistance:

Joe Pillitary
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805

Technical Assistance:

Tara Cannon
Property Lien Program Coordinator
Management & Budget
Escambia County BOCC
221 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4996
Fax: (850) 595-0472

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to

submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

PROJECT NAME

SPECIFICATION NUMBER PD XX-XX.XXX

TABLE OF CONTENTS

Forms marked with an * (Asterisk) must be returned with Offer.

Bidder Acknowledgment Form *	3
Bid Form *	4
Instructions to Bidders	6
Specifications	8
Exhibit A	10-17

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM **SUBMIT BID TO:**

Agent Name

Title

Office of Purchasing, 2nd Floor, Room 11.407
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA **INVITATION TO BID**

Surplus Land Sale

Name of Property

SOLICITATION NUMBER: PD XX-XX.XXX

SOLICITATION

MAILING DATE:

OFFERS WILL BE RECEIVED UNTIL: _____ and may not be withdrawn within 90 days after such date and time.

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the bid tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

SEE EXHIBIT A--AGREEMENT FOR SALE AND PURCHASE

BIDDER NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____) _____
TOLL FREE NO.: (____) _____
FAX NO.: (____) _____

REASON FOR NO OFFER: _____

BID BOND ATTACHED \$ _____

1. **Scaled Solicitations** All Solicitation sheets and this form must be executed and submitted in a sealed envelope. (Do not include more than one solicitation per envelope.) The face of the envelope shall contain, in addition, to the above address, the date and time of the solicitation opening and the solicitation number. Solicitations not submitted on attached solicitation form shall be rejected. All solicitations are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **Execution of Solicitation** Solicitations shall contain manual original signature of authorized representative in the space provided. Solicitation shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by the vendor to his solicitation price shall be initialed. The company name and Federal Employer Identification Number (FEIN) shall appear on each solicitation.
3. **No Offer** If not submitting an offer, respond by returning only this acknowledgement form, marking it "NO BID/PROPOSAL", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the buyer's name from the bid mailing list. NOTE: to qualify as a respondent, bidder must submit a "NO BID/PROPOSAL", and must be received no later than the stated solicitation opening date and hour.
4. **Solicitation Opening** Shall be public and unless otherwise stated, in the solicitation immediately following the time "OFFERS WILL BE RECEIVED UNTIL" as stated on the solicitation. SOLICITATIONS which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or fax are not acceptable. A solicitation may not be altered after the time specified as "OFFERS WILL BE RECEIVED UNTIL" has passed. NOTE: Solicitation files may be examined during normal working hours in accordance with Chapter 119, Florida Statutes (F.S.) Public Records. Bid Tabulations may be viewed on the Office of Purchasing public Notice Bulletin Board or Home Page, Internet URL address is <http://www.co.escambia.fl.us/purchasing>.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, 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 for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements. In submitting a bid to Escambia County, Florida, the bidder offers and agrees that if the bid is accepted, the County will convey, sell, assign or transfer to the successful bidder all rights, title and interest in items being sold.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER

(TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**** Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD *SEE EXHIBIT A – AGREEMENT FOR SALE AND PURCHASE

**SURPLUS LAND SALE
BID FORM
SPECIFICATION NO. PD XX-XX.XXX**

TO: BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA
PENSACOLA, FLORIDA 32591-1591

THIS BID FORM, is submitted to ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida ("COUNTY"), acting by and through its duly authorized BOARD OF COUNTY COMMISSIONERS ("BOARD"), in accordance with the Invitation To Bids contained in Specification No. PD XX-XX.XXX and constitutes my offer to purchase the real property legally described therein.

I have complied with and otherwise accept the terms included in Specification No. PD XX-XX.XXX and offer to purchase the property identified therein for the following amount:

<u>Item Number</u>	<u>Properties</u>	<u>Minimum Bid</u>	<u>Bid Amount</u>
			\$ _____

AS IS WHERE IS SECTION

Please check mark the boxes below stating that you agreed to purchase this property "AS IS, WHERE IS".

- ☐ I agree to purchase the property in its present condition.
- ☐ I am responsible for any liens and/or taxes against this property.
- ☐ I accept the burden of dealing with legal description, boundary disputes, encroachments, etc.

PROPOSED USE OF PROPERTY AS PER SPECIFICATION B, TWO (2)

The above bid is in an amount not less than the minimum land sale price stated in the specifications.

In accordance with the bid instructions, I have attached to this Bid Form a bid deposit in the form of a (Please circle one: cashier's check, certified check, money order, bid bond) payable to Escambia County, Florida in the amount of \$_____. I understand the bid deposit will not be returned if I am the successful bidder and fail to execute an Agreement for Sale and Purchase of the property within thirty (30) days after award of the bid by the Escambia County Board of County Commissioners unless otherwise agreed by Escambia County.

I further acknowledge the information contained on this Bid Form is true and correct to the best of my knowledge and belief.

BIDDER:

Printed Name: _____

By: _____

Title: _____

Signature: _____

Address: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

E-mail Address: _____

SURPLUS LAND SALE
SPECIFICATION NO: PD XX-XX.XXX

INVITATION TO BID

The Board of County Commissioners of Escambia County, Florida, invites you and/or your company to submit a bid in response to this invitation to bid. All terms and conditions below are a part of this invitation and no bid will be accepted unless all terms and conditions have either been satisfied or otherwise waived by the Board of County Commissioners.

The Bid shall be awarded to the most responsible and responsive bidder, who presents a bid that is in the best interest of Escambia County.

INSTRUCTION TO BIDDERS

1. All bids to be considered must be in the possession of the Escambia County Office of Purchasing prior to the deadline for receiving bids set forth in the notice to bidders.
2. Bids may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing 2nd floor, 213 Palafox Place, Pensacola, Florida 32502 in a sealed envelope clearly marked with the bid package number and the time and date for receipt of bids indicated on the outside of the envelope.
3. Regardless of the method of delivery, each bidder shall be responsible for his or her bid being delivered on time. The County assumes no responsibility for late bids due to mis-delivery.
4. Bids may be withdrawn at any time up to the time for receipt of bids.
5. Bids offered or received after the deadline for bids shall automatically be rejected and returned unopened to the bidder.
6. A Bidder may not withdraw his or her bid after the bid opening without forfeiting his or her bid deposit.
7. Each response to bid shall be accompanied by a bid bond in the form of a cashier's check, certified check, money order or bid bond in the amount of **10%** of the bid.
8. Bid deposit checks or bonds are to be made payable to Escambia County Board of County Commissioners.
9. The successful bidder's bid deposit shall be held by the County until closing or subject to forfeiture if the parties fail to execute an agreement for sale and purchase of the property. The face amount of the bid deposit shall be applied toward monies due the County at closing in accordance with the terms and conditions contained in the agreement for sale and purchase signed by the parties.
10. The bid deposit may be forfeited should the successful bidder fail or refuse to enter into an agreement for sale and purchase with Escambia County within thirty (30) days after award of the bid.
11. Any unsuccessful bidder(s) shall have his or her bid deposit returned promptly after the Board of County Commissioners' award of the bid.
12. All bidders agree any interest earned on any bid deposit while in possession of the County, or its agents, shall be retained by the County.
13. All bids must be submitted on the bid form provided by the County and must be signed by an authorized representative of the person or firm placing the bid.

14. The bid form shall be returned intact with the notice to Bidders and request for bids. Bidder may attach any other necessary information to his or her bid.
15. Bid award may not be assigned without the consent of the Board of County Commissioners. Any assignment approved shall be subject to the terms and conditions of this invitation for bids.

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, Phone (850) 595-4878, Fax (850) 595-4805. Technical questions concerning this bid request and visual inspection of the property should be directed to: Dianne Taylor, Phone (850) 595-4996 or Rhela Ransom, Phone (850)-595-3452.

NAME OF PROPERTY

SPECIFICATIONS PD XX-XX.XXX

1. Legal description: The Legal Description are as follows:
XXXX
2. Highest and best use: the bid shall clearly state the proposed use of the property as indicated and demonstrate such use is the highest and best use of the property and in the best interest of Escambia County.
3. Purchase price: the minimum bid for the purchase and sale of the above-described property is specified for each of the properties in item 1- Legal description. The bid deposit shall be applied toward payment of the purchase price at closing in accordance with the terms and conditions contained in the agreement for sale and purchase.
4. Other terms and conditions of contract: Bidder/buyer agrees to enter into an agreement for sale and purchase of the property following award of the bid. The agreement for sale and purchase shall include in addition to usual covenants, terms and conditions acceptable to a buyer and seller, the following items:
 - A. The property will be conveyed "As Is" and no representations or warranties are made concerning title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations.
 - B. The County is not obligated to remove any existing impediments or encumbrances to title which may be discovered unless otherwise agreed prior to closing, including but not limited to:
 1. Reservation of mineral rights Pursuant to Section 270.11, Florida Statutes.
 2. If necessary, bidder/buyer agrees to make application for financing of the purchase price within five days after executing the agreement for sale and purchase.
 3. The closing will occur in Pensacola Florida, at the office of the County Attorney within 30 days following award of the bid unless otherwise agreed by the parties.
 4. Bidder/buyer shall pay all cost and expenses associated with deed documentary stamp tax, recording of all necessary documents, County Attorney document preparation fee, title insurance and structural and environmental inspections, if required or desired. County/seller will not be responsible for the payment of any real estate fees on the sale of this property.
5. Formal approval: approval of the bid by the Escambia County Board of County Commissioners shall be required prior to negotiation of an agreement for sale and purchase of the property and conveyance of

the property consistent with the terms and conditions contained herein, unless otherwise modified by the Board of County Commissioners.

6. Deed: the County/seller will convey to the successful bidder/buyer the property by statutory deed in recordable form and executed by the authorized representative of the Board of County Commissioners subject to encumbrances and impediments to title present on the day of closing unless otherwise agreed by the parties. The deed shall specifically include a reservation of mineral rights pursuant to section 270.11, Florida Statutes and may reference other matters affecting title.
7. Buyer is responsible for all ad valorem taxes, if any, assessed against the Property. Any outstanding taxes or tax certificates encumbering the Property must be satisfied by the Buyer at closing. Seller is exempt from ad valorem taxes and will not pay ad valorem taxes on the Property.

EXHIBIT A

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this _____ day of _____, 2009, by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and _____, whose address is _____ (Buyer).

WITNESSETH:

WHEREAS, Seller is the record owner of fee simple title to the real property (Property) described below:

WHEREAS, at a duly advertised meeting of the Board of County Commissioners on _____, 2009, Seller approved the sale of the Property to Buyer for the amount of \$ _____; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to set forth the mutually agreed upon terms and conditions associated with the proposed purchase and sale.

NOW, THEREFORE, for and in consideration of the premises, the sums of money to be paid, and for other good and valuable consideration, the parties agree as follows:

1. **Agreement to Sell and Purchase.** Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller upon the terms and conditions as set forth in this Agreement.
2. **Purchase Price and Method of Payment.** The purchase price for the Property is _____ Dollars (\$ _____) and must be paid by certified or official check at closing.
3. **Evidence of Title.** Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

H:MAST_DOC/UCFI/BidSampleSaleofProperty(Revised 1/4/09)

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

4. Survey. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.

5. Financing. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.

6. Possession. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.

7. Condition of Property. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. Right to Inspect Property. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10. Conveyance of Property. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:

- a. Ad valorem real property taxes and assessments for the year 2008 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.
- b. Reservation of an undivided $\frac{3}{4}$ interest in, and title in and to an undivided $\frac{3}{4}$ interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided $\frac{1}{2}$ interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop, pursuant to Section 270.11, Florida Statutes.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. Closing. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 90 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. Costs and Expenses at Closing. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
_____	<input checked="" type="checkbox"/> Deed Documentary Stamps
_____	<input checked="" type="checkbox"/> Survey, if any
_____	<input checked="" type="checkbox"/> Recording (Deed)
_____	<input checked="" type="checkbox"/> County Attorney's Fees (Document Preparation)
_____	<input checked="" type="checkbox"/> Title Insurance, if any
_____	<input checked="" type="checkbox"/> Structural and Environmental Inspections, if any
_____	<input checked="" type="checkbox"/> Real Estate Professional Fee or Commission, if any

13. Taxes, Fees, and Charges. Taxes, fees and charges will be paid as follows:

- a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
- b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.

14. Conditions Precedent to Closing. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:

- a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.

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- b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.
- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

15. Assignability. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.

16. Litigation and Attorneys' Fees. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.

17. Time of the Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.

18. Counterparts. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

20. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Brokerage. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.

22. Default and Termination. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.

23. Notices. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County
County Administrator
221 Palafox Place
Pensacola, Florida 32502

WITH A COPY TO:

County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TO THE BUYER:

WITH A COPY TO:

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All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

24. Further Assurances. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.

25. Relationship of the Parties. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.

27. Property Tax Disclosure Summary. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.

28. Miscellaneous. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY
THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC
MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of
this date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SELLER:

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Chair

Deputy Clerk
BCC Approved:

BUYER:

Witness _____
Print Name _____

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____,
2009, by _____. He/She () is personally known to me, () produced current
_____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)