

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.
- Signed, witnessed and notarized Environmental Disclosure and Release Addendum.
- 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 (hereafter 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 Duval County, Florida, and is more particularly described in attached EXHIBIT "A."

The minimum bid amount is \$754,000. 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.

Additionally, the sale shall include an Environmental Disclosure and Release addendum as part of the Contract for Sale and Purchase and Deposit Receipt, which addendum is attached hereto as Exhibit "B". The addendum identifies certain petroleum contamination which may exist on the Property and confirms that any clean up or restoration of the Property will be the sole responsibility and expense of the BIDDER. The BIDDER recognizes that the Property is being sold AS IS,

WHERE IS, and the Seller's investigation of the environmental concerns on the Property is limited to the conditions identified in the addendum and does not include any other conditions on or within the Property.

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:

- Appraisal: \$ 3,500.00
- Advertising: \$ 306.12
- Real Estate Brokerage fee to Savills Studley Occupier Services, Inc. \$22,620.00*

*Fee to Savills Studley Occupier Services, Inc., shown above, is an estimate based on the minimum bid amount of \$754,000. 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 Randy Mills, with Savills Studley Occupier Services, Inc., at (727)421-8789 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 Randy Mills, with Savills Studley Occupier Services, Inc., at (727)421-8789, or Ann Henson at (850)245-2785, State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Real Estate Services, Room 380C, Carr Building, Tallahassee, Florida 32399-3000.

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, EST, March 1, 2016. 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 EST, March 1, 2016.

BID OPENING AND CONSIDERATION

All bids received by the bid submission deadline will be publicly opened at **1:00 p.m., EST, on March 1, 2016**, Room 301G, Carr Building, 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, then those parties, and only those parties, will be notified by Savills Studley Occupier Services, 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 - DUVAL COUNTY, 227 PARK STREET, BID NO. DSL-BID-15-013.**" 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 Ann Henson,
- 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 Ann Henson, 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 - DUVAL COUNTY, 227 PARK STREET, BID NO. DSL-BID-15-013. 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 Randy Mills, with Savills Studley Occupier Services, Inc., at (727)421-8789, or Ann Henson (850-245-2785), 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

PARCEL 1: That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval and State of Florida, described as:

The Southwest 35 feet of the Northeasterly 70 feet of Lot 2, Block 19, Brooklyn, according to plat thereof, recorded in Deed Book AJ, page 722, former public records, Duval County, Florida. LESS AND EXCEPT all sovereignty lands.

PARCEL 2: That certain piece, parcel or tract of land situate, lying and being in the City of Jacksonville, County of Duval and State of Florida, described as:

Easterly 1/3 of Lot 2, (also known as the Northeast 35 feet of Lot 2), Block 19, Brooklyn, Plat Book 1, page 86, former public records, said portion of said lot being further described as fronting on Park Street 35 feet and running Southeasterly along the Northern side of said lot of the uniform width of 35 feet to the rear or Southeast side thereof. LESS AND EXCEPT all sovereignty lands.

PARCEL 3: That certain piece, parcel or tract of land situate and being in the City of Jacksonville, County of Duval and State of Florida, described as:

The Northeasterly 6 feet of the Southeasterly 89 feet of Lot 7, and the Southwesterly 43.8 feet of the Southeasterly 89 feet of Lot 8, Block 19, Brooklyn, plat in Deed Book "P", page 379, and Plat Book 1, page 86, former public records, more specifically described as follows:

Starting at the intersection of the boundary line between Lots 7 and 8, Block 19, and the Northern boundary of Oak Street in Block 19, Brooklyn, run thence Southwesterly along the North boundary line of Oak Street 6 feet to an iron for a point of beginning; run thence Northwesterly parallel to the lot line between Lots 7 and 8, a distance of 89 feet to an iron; run thence Northeasterly parallel to Oak Street a distance of 49.8 feet to an iron; run thence Southeasterly parallel to the Western boundary line of Lot 8 to an iron in the North boundary of Oak Street; run thence Southwesterly to point of beginning.

LESS AND EXCEPT all sovereignty lands.

PARCEL 4: Part of the Southwest 35 feet of Lot 2, part of the Northeast 61 feet of Lot 3, the Southwest 35 feet of Lot 9, and the Northeast 61 feet of Lot 8, all in Block 19, Brooklyn, and more particularly described as:

Beginning at a point in the Southeasterly line of Park Street, City of Jacksonville, Florida, as now established, 271 feet Southwesterly measured along the Southeasterly line of Park Street from the Southwesterly line of Jackson Street, running thence Southeasterly and parallel to the Northeasterly line of Dora Street, a distance of 196.5 feet, more or less, to the Northwesterly line of Oak Street, running thence Northeasterly along the Northwesterly line of Oak Street 96 feet, running thence Northwesterly parallel to the North- easterly line of Dora Street 196. 5 feet, more or less, to the South- easterly line of Park Street, running thence Southwesterly along the Southeasterly line of Park Street 96 feet to the point of beginning. LESS AND EXCEPT all sovereignty lands.

PARCEL 5: The Northeasterly 70 feet of Lot 9, Block 19, Brooklyn, according to plat recorded in Deed Book AJ, page 723, of the former public records, except that part thereof described in Deed Book 457, page 342, current public records. LESS AND EXCEPT all sovereignty lands.

BSM: *Alamy Lewis*
DATE: May 22, 2014

EXHIBIT "B"
ENVIRONMENTAL DISCLOSURE AND RELEASE ADDENDUM

THIS ENVIRONMENTAL DISCLOSURE AND RELEASE ADDENDUM (this "Release") is made a part of and is specifically incorporated by reference into the Contract for Sale and Purchase ("Contract"), for the purchase of the property and the improvements commonly known as 227 Park Street, Jacksonville, Florida, and more particularly described in the attached Exhibit "A" to the Contract (the "Property"). This Release addendum is being signed simultaneously with the Contract. BUYER hereby acknowledges and agrees as follows:

SELLER has advised BUYER that the Property may be affected by petroleum contamination or other environmental hazards or conditions. Specifically, a 1,000-gallon, metal underground storage tank (UST) used initially for diesel storage, and later used for heating oil, was registered in January 1988 by the Florida Department of Health and Rehabilitation as being installed on the Property in 1956, as documented under Registered Facility #8839401. While Chapter 62-761.300(2)(e), Florida Administrative Code (F.A.C.), exempts "any storage tank system with a storage capacity of less than 30,000 gallons used for the sole purpose of storing heating oil for consumptive use on the premises where stored" from regulation and inspection, BUYER would still be responsible for rehabilitation of any petroleum contamination and/or other environmental hazards pursuant to Chapter 62-780, F.A.C. No documented discharges have been reported for the facility and the status of the UST is unknown. No soil or groundwater sampling has been conducted at the Property.

BUYER acknowledges that in the event any form of environmental contamination is discovered on the Property, BUYER will be solely responsible for complete site rehabilitation, and all areas contaminated with petroleum contamination, and/or other environmental hazards or conditions will be properly and thoroughly rehabilitated by BUYER at BUYER's own expense pursuant to Chapter 62-780, F.A.C. BUYER acknowledges that SELLER has advised BUYER to make its own evaluation of the Property. **BUYER acknowledges that it is the sole responsibility of BUYER to conduct any testing and sampling, remediation or restoration on the Property.**

BUYER also acknowledges that BUYER is buying the Property AS-IS, with no warranties nor representations from SELLER whatsoever. BUYER represents and warrants to SELLER that BUYER has made (or will make before closing on the purchase of the Property) its own inspection and evaluation of the Property to BUYER's complete satisfaction, and BUYER accepts the Property AS-IS at the time of closing. BUYER is electing to purchase the Property from SELLER in an AS-IS condition with full knowledge of the potential condition of the Property, the potentially serious health risks, and the potential liability that BUYER could incur as the owner of the Property for claims, losses, and damages arising out of any petroleum contamination, and/or other environmental hazards or conditions on the Property. BUYER agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS taking into account the aforementioned disclosures.

BUYER further acknowledges that SELLER has not made and does not make any express or implied representations or warranties of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with applicable local, state, or federal environmental or other laws, statutes, regulations, rules, ordinances, codes, or standards (“Laws”). BUYER hereby agrees not to pursue any claims, losses, or damages, against SELLER, or SELLER’s officers, employees, representatives, agents, brokers, predecessors, successors, or assigns, arising out of or relating in any way to any violations of Laws, or for costs, fees, or expenses incurred in conducting investigations relating to Laws or the Property. In addition, to the fullest extent permitted by law, BUYER, for itself, and for all BUYER’s invitees, agents, heirs, executors, devisees, and assigns hereby forever waives and fully releases SELLER, and SELLER’s officers, employees, representatives, agents, brokers, predecessors, successors, and assigns (the “Released Parties”) from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity arising from, in connection with, or in any way relating to any known or unknown conditions of the Property, including but not limited to, the existence of petroleum, petroleum products, petroleum contamination, and/or any other environmental hazards or conditions on the Property or adjacent properties (collectively referred to as “Claims”). **BUYER also agrees to fully indemnify, protect, defend, and hold the Released Parties harmless from and against any and all Claims.**

BUYER acknowledges that: (1) it will receive direct and indirect benefits from the Contract; (2) that SELLER has relied and will rely on the representations, covenants and agreements herein in closing the Contract; and (3) that the execution and delivery of this Release is an essential condition but for which SELLER would not close the Contract.

IN WITNESS WHEREOF, BUYER has executed this Release contemporaneously with the Contract as of the date written below.

| | |
|---|---|
| <i>Signed, sealed and delivered in the presence of:</i> | BUYER |
| _____ | _____ |
| Witness Signature | (If Buyer is an entity, then name of entity) |
| _____ | _____ |
| Printed Name | (state of organization and type of entity) |
| _____ | By: _____ |
| Witness Signature | Printed Name: _____ |
| _____ | As to: _____ |
| Printed Name | (Affix corporate seal if officer other than President is signing) |
| | _____ |
| | Date signed by Buyer |

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of _____, a _____, on behalf of the _____, who { } is personally known to me, or { } has produced _____ as identification.

{Notary Seal}

Notary Public - State of _____
My Commission Expires: _____