



DeSoto County
Board of County
Commissioners

Invitation to Bid
#10-25-00ITB

FOR

SALE OF REAL PROPERTY

15±ACRES

**A portion of the Southeast ¼ of the Southwest ¼ of
Section 29, Township 37S, Range 25E**

**BID SUBMISSION DEADLINE
NO LATER THAN 2:30 P.M. October 11th, 2010**

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

INVITATION TO BID

SALE OF REAL PROPERTY

15± ACRES

A portion of the Southeast ¼ of the Southwest ¼ of
Section 29, Township 37S, Range 25E

I. INVITATION TO BID

A. Request:

Bids are being accepted by DeSoto County Board of County Commissioners for the sale of vacant property, described as 15± acres located east of and directly adjacent to the Turner Center and listed as **a portion of the Southeast ¼ of the Southwest ¼ of Section 29, Township 37S, Range 25E.**

Further information regarding this property can be provided by calling the Purchasing Office at 863-993-4816.

Respondents to this Invitation to Bid shall submit to the DeSoto County Board of County Commissioners, a bid, which will address the various components as set forth in this Invitation to Bid.

B. Submission of Bid:

To receive consideration, **an original (completed in ink)** must be mailed or hand delivered to the Administrative Services Office 201 East Oak Street, Suite 203, Arcadia, FL. 34266 **or hand delivered no later than 2:30 p.m. on October 11th, 2010**, at which time they will be publicly opened and read aloud. **The outside of the envelope shall be marked "SALE OF REAL PROPERTY - 15±".**

Late submittals will not be considered. Offers received after closing time will be returned to the sender unopened.

C. Award:

Award will be subject to the highest and best offer received that is determined to be in the best interests of the County, and is subject to negotiation of terms which meet that County's conditions for sale as set forth in Sections IV and V hereof. Selection will be based on bids executed on the County's form of Offer to Purchase. The sale is subject to final approval of the County Commission which has the sole right to determine whether sale of this property is in the best interest of the County and whether the conditions for sale have been met. The County reserves the right to reject any or all offers.

II. BACKGROUND INFORMATION

DeSoto County is interested in selling property described as vacant land consisting of 15± acres located east of and directly adjacent to the Turner Center listed as **a portion of the Southeast ¼ of the Southwest ¼ of Section 29, Township 37S, Range 25E.** For descriptive purposes only, an illustrative sketch as been attached to this ITB. The attachment should not be considered a survey.

III. PROPERTY INFORMATION

A. Legal Description:

The following legal description is included to precisely define the property described containing 15± acres. The property is currently zoned P1- Public Institution. See legal description below for further identification.

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 37 SOUTH, RANGE 25 EAST, DESOTO COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N89°54'28"E ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 2652.25 FEET; THENCE N00°02'38"E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ FOR 40.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING CONTINUE N00°02'38"E ALONG SAID EAST LINE FOR 1281.93 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ ; THENCE S89°57'44"W ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ FOR 509.70 FEET; THENCE S00°02'38"W AND PARALLEL TO THE SAID EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ ALONG THE WEST LINE OF SAID PARCEL FOR 1282.41 FEET; THENCE N89°54'28"E AND PARALLEL TO THE SOUTH LINE OF SAID PARCEL FOR 509.70 FEET TO THE POINT OF BEGINNING.

15.0 ACRES MORE OF LESS.

B. Environmental Report:

An Environmental Report has not been prepared on the property; however there are no "known" environmental issues at the site. Bidder(s) are encouraged to inspect the property before submitting a bid.

C. Land Use:

Any future use of said property must conform to all applicable Land Development Regulations and/or Code of Ordinances.

IV. CONDITIONS GOVERNING SALE OF SAID PROPERTY

A. Minimum Offer Required:

A minimum bid of \$10,000.00 per acre is required.

B. Purchase Price:

Purchase price must be paid by certified or cashier's check payable at closing to DeSoto County.

C. Title and Escrow Costs:

All title, closing and escrow costs and expenses incidental to the closing of this transaction shall be charged to the BUYER.

V. OTHER TERMS AND CONDITIONS OF SALE

A. Bidder/BUYER agrees to enter into an agreement for 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:

1. 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 .
2. The closing will occur in DeSoto County Florida within 90 days following award of the bid unless otherwise agreed by the parties.
3. Formal Acceptance: acceptance of the bid by the DeSoto County Board of County Commissioners is subject 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.
4. Deed: the County/SELLER will convey to the successful bidder/BUYER the property by quit claim 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.
5. BUYER is responsible for all ad valorem taxes, if any, assessed against the Property.
6. BUYER'S future use must have a positive economic impact on the County's residents and businesses and support the County's Economic Development Initiative.

7. BUYER must be willing to negotiate and pay fees acceptable to the County for use of the County's adjacent facilities, such as for parking, barns, stalls, and electrical hook-ups for RVs and trailers.
8. BUYER must agree to share event scheduling information with the County to insure that such use is compatible with, and not in competition with the Turner Center's operations
9. BUYER must agree that structures to be placed on the subject property are compatible with adjoining Turner Center structures.

V. QUESTIONS:

Questions regarding this Invitation to Bid, or need for additional data or information should be submitted in writing by fax or email, at least five (5) days prior to opening date, to the Administrative Services Department, 201 East Oak Street, Suite 203, Arcadia, FL. 34266. Please fax questions to: (863) 993-4819. Emails can be sent to desotopurchasing@gmail.com

VI. POINT OF CONTACT

Cindy Talamantez, Purchasing Manager
Administrative Services Department
201 East Oak Street, Suite 203
Arcadia, FL. 34266
Phone: (863) 993-4816
FAX: (863) 993-4819

ATTACHMENT A
OFFER TO PURCHASE (1 OF 2)

SALE OF REAL PROPERTY

15± ACRES

**A portion of the Southeast ¼ of the Southwest ¼ of
Section 29, Township 37S, Range 25E.**

TO: DeSoto County Board of County Commissioners
Administrative Services Department
201 East Oak Street, Suite 203
Arcadia, FL. 34266
Phone: (863) 993-4816
FAX: (863) 993-4819

_____ herein called the BUYER(s), hereby offer(s) and agree(s) to purchase from DeSoto County, a political subdivision of the State of Florida, hereinafter called the COUNTY, at the price subject to the terms, conditions, reservations, restrictions, and covenants herein stated, (see attachment(s)), and easements, encumbrances and other matters of record, and to all zoning, building or other Laws or Ordinances, the following described property.

The following legal description is included to precisely define the property described as 15± acres located east of and directly adjacent to the Turner Center:

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 37 SOUTH, RANGE 25 EAST, DESOTO COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N89°54'28"E ALONG THE SOUTH LINE OF SAID SECTION 29 FOR 2652.25 FEET; THENCE N00°02'38"E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ FOR 40.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING CONTINUE N00°02'38"E ALONG SAID EAST LINE FOR 1281.93 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ ; THENCE S89°57'44"W ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ FOR 509.70 FEET; THENCE S00°02'38"W AND PARALLEL TO THE SAID EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ ALONG THE WEST LINE OF SAID PARCEL FOR 1282.41 FEET; THENCE N89°54'28"E AND PARALLEL TO THE SOUTH LINE OF SAID PARCEL FOR 509.70 FEET TO THE POINT OF BEGINNING.

15.0 ACRES MORE OF LESS.

Closing shall be within ninety (90) days of acceptance of this Agreement, unless otherwise agreed to by the parties. This sale is subject to approval by the County Commission, and the County reserves the right to reject any and all offers.

SUBMITTAL: To ensure proper identification and handling, submit offer in a sealed envelope. This may be hand delivered or mailed, and must be delivered by no later than 10:00 AM, October 11th, 2010 to:

DeSoto County Board of County Commissioners
Administrative Services Department
201 East Oak Street, Suite 203
Arcadia, FL. 34266

Timely delivery of the offer shall be the sole responsibility of the bidder. Late offers will not be accepted.

OFFER TO PURCHASE (2 OF 2)

15± ACRES

**A portion of the Southeast ¼ of the Southwest ¼ of
Section 29, Township 37S, Range 25E**

THE PURCHASE PRICE FOR VACANT PROPERTY DESCRIBED AS 15± ACRES
LOCATED EAST OF AND DIRECTLY ADJACENT TO THE TURNER CENTER AND

LISTED AS **PARCEL: #####** shall be: \$ _____ per acre X 15 Acres
=\$ _____

(Minimum bid required of \$10,000.00 per acre)

TOTAL BID WRITTEN OUT AMOUNT:

Method of Payment:

- _____ A. Certified Check
- _____ B. Cashier's Check
- _____ C. Other (specify) _____

TOTAL PURCHASE PRICE OFFER \$ _____

Print or Type Name of BUYER(s)

Address (Street, County, State and Zip Code)

Telephone Number

Signature of BUYER(s)

Date

Area Code and Telephone Number

EXHIBIT B

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR SALE AND PURCHASE (Agreement) is entered into this ____ day of October, 2010, by and between DeSoto County, a political subdivision of the State of Florida, whose mailing address is 201 East Oak Street, Suite 203, Arcadia, Florida 34266 (SELLER), and _____, whose address is _____ (BUYER).

WHEREAS, SELLER is the recorded owner of real property described as **15 ± acres** and listed as :

A portion of the Southeast ¼ of the Southwest ¼ of Section 29, Township 37S, Range 25E

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 sum 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 makes no warranty regarding title.
- 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.
- 5. 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.
- 6. Condition of Property.** Except as set forth in the Agreement, it is understood and agreed that the property is offered "as is" and 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 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.

7. Conveyance of Property. At closing, SELLER will convey to BUYER title to the Property by Deed.

8. 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 DeSoto County. 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.

9. Costs and Expenses at Closing. Upon closing, BUYER shall pay all costs and expenses associated with the sale of this property, including but not limited to any outstanding ad valorem taxes.

10. Taxes, Fees, and Charges. After closing, BUYER will assume responsibility for all ad valorem taxes and assessments, assessed against the Property.

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

12. Assign ability. This Agreement cannot be assigned by BUYER without the prior written consent of SELLER.

13. 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 DeSoto County, Florida.

14. Conditions of Sale. The BUYER and SELLER expressly agree that this sale is subject to the terms and conditions set forth in this Agreement executed between the BUYER and SELLER which confirms that this sale is in the best interest of the County by providing that:

BUYER'S future use will have a positive economic impact on the SELLER's residents and businesses and support the SELLER's Economic Development Initiative.

BUYER is willing to negotiate and pay fees acceptable to the SELLER for use of the SELLER's adjacent facilities, such as for parking, barns, stalls, and electrical hook-ups for RVs and trailers.

BUYER agrees to share event scheduling information with the SELLER to insure that such use is compatible with, and not in competition with the Turner Center's operations

BUYER must agree that structures to be placed on the subject property are compatible with adjoining Turner Center structures.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2010.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Jan B. Brewer
County Administrator as
Authorized by Sec.2.15(q)
DeSoto County Code of Ordinances

By: _____
Jerry G. Hill
Chairman
BOCC Approved: _____

WITNESSES:

By: _____

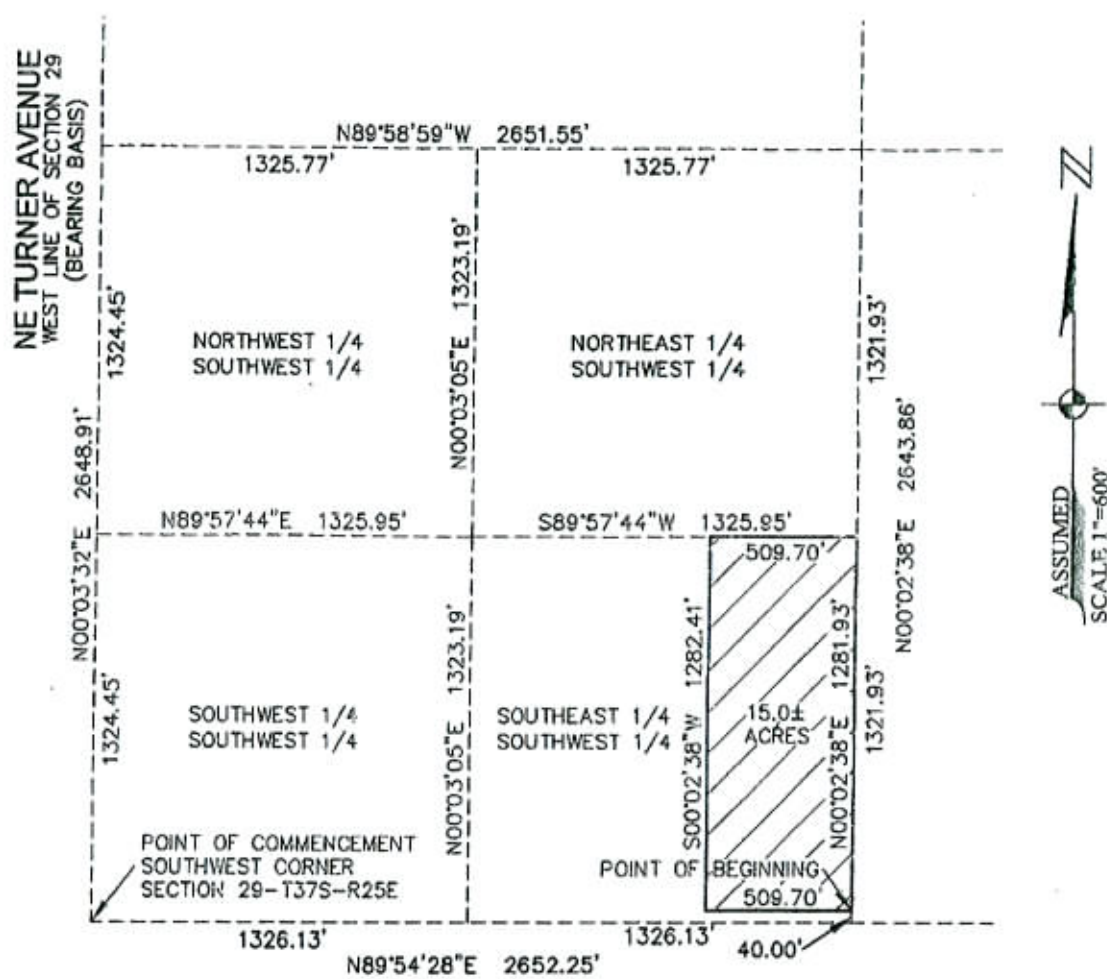
Printed Name: _____

Date: _____

Approved as to form and
Legal sufficiency:

Donald D. Conn
County Attorney

P:\c-gates\29-37-25-0000-TURNER CENTER\29-37-25-0000-0014-RD00 DC 01.dwg (01 SKETCH AND DESC 15 AC) c.gates Sep 22, 2010 - 4:09pm



DESCRIPTION:

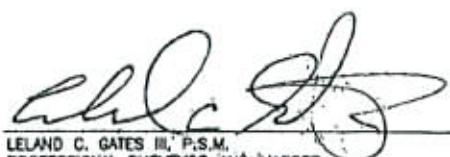
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15.0 ACRES MORE OR LESS.

NOT A SURVEY


 LELAND C. GATES III, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 PSM #5710

- NOTES:**
1. NOT VALID WITHOUT SHEET 2 OF 2.
 2. BEARING BASIS BASED ON WEST LINE SECTION 29 BEARS N00°03'32"E.

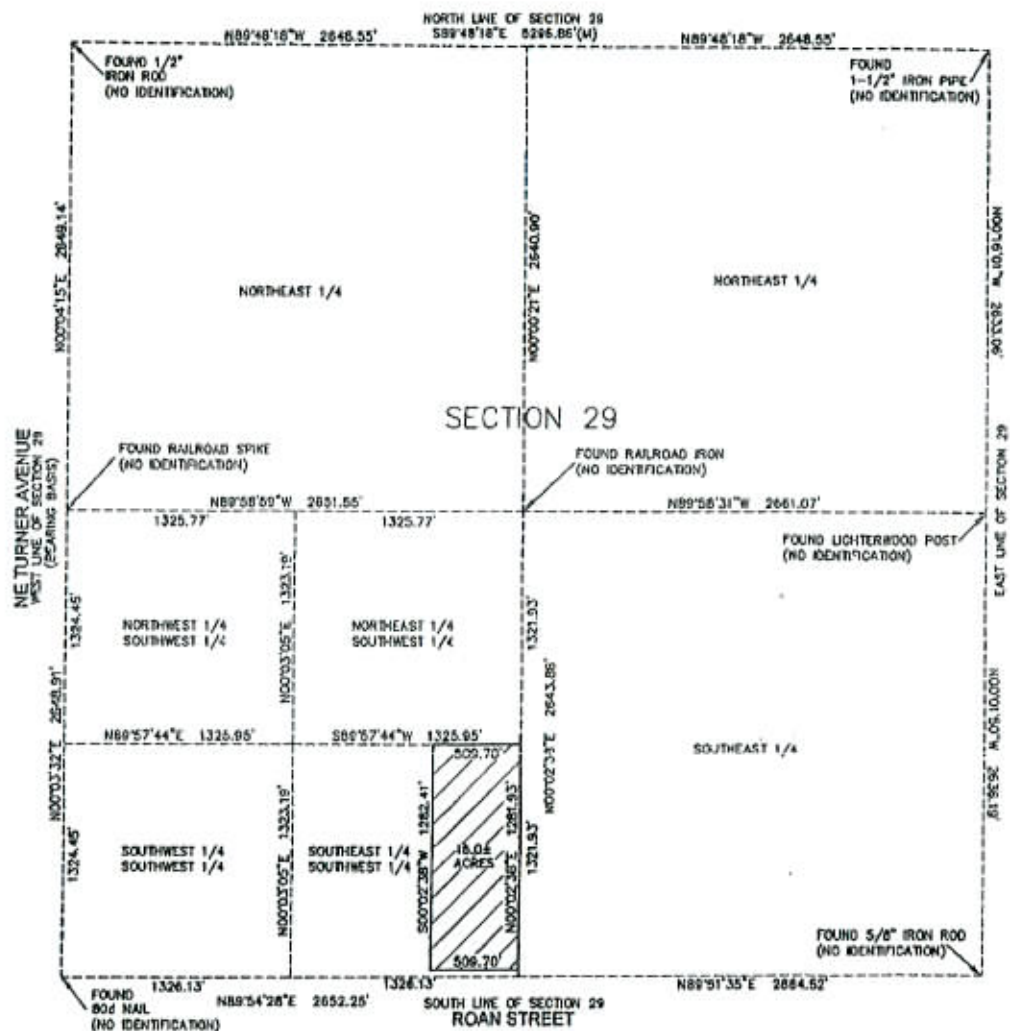


DESOTO COUNTY
ENGINEERING DEPARTMENT
 201 EAST OAK STREET, SUITE 201
 ARCADIA, FLORIDA 34286
 OFFICE 883-491-6165
 FAX 883-491-6163

15.0± ACRE PARCEL
SKETCH AND DESCRIPTION

DATE	PROJECT NO.	SCALE	SHEET
08/22/10	28-37-25-0000-0014-0000	1" = 600'	1 OF 2

P:\c:\gates\29-37-25-0000 TURNER CENTER\29-37-25-0000-0014-0000 DC 01.dwg (02 SKETCH AND DESC 15 AC) c:\gates Sep 22, 2010 - 4:02pm



SUBDIVISION OF SECTION 29, TOWNSHIP 37S, RANGE 25E

- NOTES:**
1. NOT VALID WITHOUT SHEET 1 OF 2
 2. BEARING BASIS BASED ON WEST LINE SECTION 29 BEARS N00°03'32"E.

NOT A SURVEY



**DESOTO COUNTY
ENGINEERING DEPARTMENT**
201 EAST OAK STREET, SUITE 201
ARCADIA, FLORIDA 34286
OFFICE 863-491-8165
FAX 863-491-6163

**15.0± ACRE PARCEL
SKETCH AND DESCRIPTION**

DATE	PROJECT NO.	SCALE	SHEET
09/22/10	29-37-25-0000-0014-0000	1" = 1000'	2 OF 2

INVITATION TO BID

The DeSoto County Board of County Commissioners is seeking Formal Bids for the Sale of Real Property as described within the context of this bid. Bids are to be submitted no later than 2:30 p.m. on October 11, 2010, at the DeSoto County Purchasing Department. For more information concerning this Bid please e-mail c.talamantez@desotobocc.com or call 863-993-4816. Cindy Talamantez, CPPB, Purchasing Manager

Publish: September 28, 2010
(LEGAL LINE AD) Arcadian

Bill To: DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, FL 34266

Contact Person: Jacque Daniels
863-993-4816

PLEASE EMAIL PROOF AND PRICING. THANKS