

PUBLIC NOTICE

SALE OF COUNTY OWNED SURPLUS REAL PROPERTY

Notice is hereby given that the Pasco County Board of County Commissioners will receive sealed bids to purchase the following surplus County-owned real property:

Pasco Bid ID: SALE-DL-17-036
Address/Location: 29516 Pomello Trace, Wesley Chapel, FL 33544
Parcel ID: 08-26-20-0050-00000-0160.
Size: 15,806 SF, MOL
Minimum Bid: There is no minimum bid required.
Terms: Contingent Upon Successful Closing within ninety (90) days of Sale and Purchase Contract execution.
The property will otherwise be sold **"AS IS."**
See bid package for further details.
Financing: There will be no financing. Cash only.

A deposit in the amount of 10% of the bid amount is due at the time of bid submission.



15,806-SF vacant, buildable residential lot located on a cul-de-sac on Pomello Trace in Wesley Chapel and north of SR 54. A great location to build your new home!

This Surplus Property Sale is conveyed "AS-IS". Pasco County does not make nor imply any warranties, guarantees, or representations to the accuracy of the information provided. Conveyance is by County Deed. Surplus Land Sales are in accordance to Florida Statute 125.35.

The Bid Package containing additional information and a bid form is available at <http://www.floridabidsystem.com> or for review at the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654, (727) 847-8194. Questions may be submitted in writing by contacting the Pasco County Purchasing Department.

All bids must be in writing and delivered to the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654, no later than **2:00 p.m., on Tuesday, December 20, 2016**, at which time bids will be publicly opened and read aloud. All interested parties are invited to attend.

Bids must be contained in a sealed envelope and legibly labeled "**BID-SALE OF PROPERTY ID# SALE-DL-17-036, OPENING ON TUESDAY, DECEMBER 20, 2016, AT 2:00 P.M.**" Bids received after the time set for the bid opening will be rejected and returned unopened. Pasco County reserves the right to waive any and all informalities, to reject all bids, or accept any bid as deemed to be in the County's best interest. All bidders must agree to enter into a Sale and Purchase Agreement within thirty (30) days of the bid opening date. All bids will be considered binding on the bidder for a period of ninety (90) days after the date of bid opening.

**SALE OF SURPLUS COUNTY-OWNED LANDS
LOCATED IN WESLEY CHAPEL, FLORIDA**

TERMS AND CONDITIONS

1. INTENT

- 1.1 The Pasco County Board of County Commissioners has declared the following parcels in **Wesley Chapel, Florida** as surplus and is soliciting competitive sealed bids for the purchase of this property:

Parcel # 08-26-20-0050-00000-0160

- 1.2 The property consists of **15,806 Square Feet, MOL**. See legal description for a more specific description of the property.

2. SALE CONDITIONS

- 2.1 There is no minimum required bid amount required for this sale.
- 2.2 The subject property is offered for sale on an **“AS-IS”** basis. No actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given.
- 2.3 The property contains no improvements.
- 2.4 The successful bidder must execute a Sale and Purchase Agreement in the form attached hereto.
- 2.5 The property described holds a current Property Appraisers Office Just Value of **\$11,675.00**.
- 2.6 Each bid must be accompanied by a deposit in the amount of ten percent (10%) of the bid purchase price in U.S. Dollars in the form of a certified check or cashier's check made payable to **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS**. Seller shall pay for an Owners' Title Policy. Buyer shall pay all other closing costs and recording fees associated with the transaction.
- 2.7 The awarded bidder shall have **ninety (90) days**, after notice of acceptance/award, to complete the transfer process and pay the remainder of the purchase price and all closing costs, unless the BCC authorizes a longer period of time. Notice of award will be sent via certified mail-retained receipt from the County.
- 2.8 In the event the County accepts a bid and the BIDDER fails to close the sale for any reason, the deposit paid herewith shall be retained by the COUNTY as consideration for its acceptance of the bid proposal, unless the failure to close was the result of a material breach by the COUNTY, or one of the permitted exceptions in the Sale and Purchase Agreement.
- 2.9 Any change to the Sale and Purchase Agreement shall constitute a material variance from the terms and conditions of the offer to sell and will not be recommended for approval by the Board of County Commissioners. In the event the bid proposal is not accepted by the County, the Sale and Purchase

Agreement shall be deemed null and void and of no further force and effect, and the deposit paid shall be returned to the Bidder.

- 2.10 The Bidder understands and agrees that the COUNTY reserves the right to award or negotiate a contract deemed by the COUNTY, in its sole discretion to be in the best interest of the COUNTY. Alternatively, the COUNTY may reject all bids if the COUNTY deems said rejection to be in its best interest, and the deposit paid shall be returned to the Bidder.
- 2.11 Any special assessments, due and owing, or in the process of collection shall be the liability of the purchaser. There are no known assessments due on this property.

END OF TERMS AND CONDITIONS

Pasco County Surplus Land Sales Bid Form

I/We, _____

Of _____, hereby submit a bid in the amount of

\$ _____ on the following described property offered for bids by
Pasco County:

One (1) vacant, residential land parcel in Wesley Chapel, Florida.

Physical Address: 29516 Pomello Trace, Wesley Chapel, Florida 33544.

Parcel Number 08-26-20-0050-00000-0160.

Legal Description: As shown as "Exhibit A" attached hereto.

The deposit of ten percent (10%) of my/our bid in the form of a certified check or cashier's check made payable to Pasco County Board of County Commissioners in the amount of \$ _____ is enclosed.

By submitting this bid, I/we understand that if my/our bid is unsuccessful, my/our deposit will be returned. If my/our bid is successful, I/we will be notified by certified mail and, within thirty (30) days thereafter, will enter into a binding Sale and Purchase Agreement, with a closing date within ninety (90) days of the Board of County Commissioners' approval of the sale price and execution of the Sale and Purchase Agreement, unless a longer period of time is authorized by the Board of County Commissioners. At closing, the balance of the bid price in the form of certified check or cashier's check made payable to Pasco County Board of County Commissioners will be due. If I/we do not remit the balance of my/our bid pursuant to the terms and conditions of the Sale and Purchase Agreement, I/we will forfeit the ten percent (10%) deposit that is enclosed.

Date: _____

By: _____

Signature

Firm Name

Printed Name

Mailing Address

City, State ZIP

"I/We offer to PURCHASE from Pasco County, Florida, the above described property at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the price offered above

meets all terms and conditions of the Sale and Purchase Agreement, contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days.”

Signature of Bidder - Ink

Printed Name and Title

Firm Name

Receipt of Addenda No. _____ through No. _____ is acknowledged (if any).

Business Name: _____
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

_____ Corporation:

_____ Partnership: _____ General _____ Limited

_____ Limited Liability Company (L.L.C.):

State Registered In: _____ Year: _____

_____ Sole Proprietorship: Owner Name: _____

_____ Other: _____

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

Date: _____

**SAMPLE AGREEMENT FOR SALE AND PURCHASE
OF INTEREST IN PROPERTY**

THIS AGREEMENT, by and between SAMPLE BUYER, whose address is _____, hereinafter referred to as "BUYER", and PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "SELLER."

WITNESSETH:

1. The total purchase price is SAMPLE PURCHASE PRICE U.S. Dollars and ____/100 (\$_____).

2. SELLER agrees to sell and convey to BUYER by County Deed, and BUYER agrees to purchase the property described in Exhibit "A," attached hereto and by reference made a part hereof (hereinafter "the Property"). The Property is currently identified by Pasco County Property Appraiser Parcel ID No(s): **08-26-20-0050-00000-0160**. The property is approximately **15,806 square feet, MOL**. In the event the total acreage is more or less than 15,806 square feet, there shall be no price adjustment.

3. The estimated date when the closing will occur is TBD. In no event shall the closing extend past _____, unless extended by mutual agreement of the parties in writing.

4. BUYER accepts all real property being conveyed in this Agreement in **AS IS** condition. SELLER makes no actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given.

5. Prior to closing, the Property may be surveyed by BUYER, at BUYER'S expense. If the survey shows any encroachments on the Property or that the improvements located on the Property encroach on other lands, written notice thereof will be given to SELLER by BUYER within thirty (30) days from BUYER'S receipt of the survey, and SELLER will have ninety (90) days to remove such encroachments within said time, or in the event that SELLER elects not to cure any such defects in the survey that are timely objected to by BUYER, BUYER, at its option, may terminate this Agreement, and BUYER shall be refunded the Bid Deposit, without interest, and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found.

6. BUYER agrees to pay any closing costs, documentary stamps, and any recording fees required on the instrument of conveyance.

7. SELLER shall pay all ad valorem taxes, prorated ad valorem taxes, solid waste or other special assessments, street light assessment, if applicable, and tangible personal property taxes applicable, accruing up to and inclusive of the date of closing.

8. The terms and conditions of this Agreement shall survive the closing, except as otherwise limited herein.

9. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns insofar as the context hereof will permit.

10. This Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto. This Agreement may not be varied or modified except by written agreement of both SELLER and BUYER or BUYER'S authorized agent.

11. No delay or omission in the exercise of any right or remedy accruing to SELLER or BUYER upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach.

12. This Agreement shall be construed under and in accordance with the laws of the State of Florida and venue for its enforcement shall be in PASCO COUNTY, FLORIDA.

13. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof.

14. If any date described herein falls on a Saturday, Sunday or government holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday or government holiday.

15. Risk of loss or damage to the Property, or any part thereof, by fire or any other casualty will be on the SELLER up to the date of closing, and thereafter will be on the BUYER.

16. BUYER may not assign its rights under this Agreement, other than to an affiliated entity.

17. Time is of the essence for this Agreement.

18. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be hand delivered or sent by facsimile transmission or by an overnight delivery service. Notice shall be deemed to have been given and received when personally served; on the day sent when notice is given by facsimile or electronic mail transmission (provided notice via electronic mail is sent to all recipients); or upon delivery when notice is given by overnight delivery service. Notices shall be given to the following addresses:

As to BUYER:

With a COPY to:

As to SELLER:

Attn: Ms. Michele Baker
Pasco County Administrator
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
Tel: (727) 847-8115
Email: padmin@pascocountyfl.net

With a COPY to:

Attn: Ms. Kate Borton
Pasco County Surplus Lands
7220 Osteen Road
New Port Richey, FL 34653
Tel: (727) 834-3292 x3928
Email: kborton@pascocountyfl.net

19. SELLER AND BUYER each knowingly, voluntarily, and intentionally waive any right it may have to a trial by jury of any claim, demand, action or cause of action, in connection with or in any way related to this Agreement.

IN WITNESS WHEREOF, BUYER has caused this instrument to be executed in its name on this _____ day of _____, 20_____.

BUYER

Print Name

Title

Witness:

Print Name

IN WITNESS WHEREOF, Pasco County has caused this Agreement to be duly executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this ____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY _____
PAULA S. O'NEIL, Ph.D.
CLERK & COMPTROLLER

BY _____
KATHRYN STARKEY
CHAIRMAN

Exhibit "A"

Parcel ID No.: 08-26-20-0050-00000-0160

Physical Address: 29516 Pomello Trace, Wesley Chapel, Florida 33544-4150

Lot 16, Citrus Trace II

Remainder Parcel

Lot 16, CITRUS TRACE II as recorded in Plat Book 16, Pages 14 and 15 of the Public Records of Pasco County, Florida, being in Section 8, Township 26 South, Range 20 East, Pasco County, Florida, LESS the following described parcel:

Parcel 134 (per George F. Young, Inc.)

A parcel of land being a portion of Lot 16, Citrus Trace II as recorded in Plat Book 16, Pages 14 and 15 of the Public Records of Pasco County, Florida, being in Section 8, Township 26 South, Range 20 East, described as follows:

Commence at the Northwest corner of Lot 16, Citrus Trace II as recorded in Plat Book 16, Pages 14 and 15 of the Public Records of Pasco County, Florida; thence along the West line of said Lot 16, S.00°10'05"E., a distance of 97.78 feet to the **POINT OF BEGINNING**; thence continue along the West line of said Lot 16, S.00°10'05"E., a distance of 60.67 feet to a point on the Northerly right-of-way line of State Road 54 and the Southwest corner of said Lot 16; thence along the South line of said Lot 16 and the Northerly right-of-way line of State Road 54, N.88°11'28"E., a distance of 143.11 feet to a Point of Curvature of a curve to the right; thence continue along said South line of Lot 16 and said Northerly right-of-way, along the Arc of a Curve to the right having a Radial distance of 17238.73 feet, a Central Angle of 0°31'17", and Arc Distance of 156.85 feet and a Chord Bearing of N.88°27'07"E., to the Southeast corner of said Lot 16; thence departing said Northerly Right-of-Way line along the East line of said Lot 16, N.00°27'49"E., a distance of 20.01 feet to the Northeasterly most corner of said Lot 16; thence along the Northeasterly line of said Lot 16, N.59°26'00"W., a distance of 77.24 feet; thence departing the Northeasterly line of said Lot 16, S.88°11'28"W., a distance of 233.78 feet to a point on the West line of said Lot 16 and the **POINT OF BEGINNING**.

Together with and subject to covenants, easements and restrictions of record.

Said remainder parcel contains 15,806 square feet, more or less.