



ADAM H. PUTNAM
COMMISSIONER

STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

SALE OF PROPERTY
INVITATION TO BID
Bidder Acknowledgment Form

BID SALE NO.: SOP/FFS-13/14-28

Agency Mailing Date: FEBRUARY 7, 2014

Page 1 of 16 Pages

SUBMIT BIDS TO:

Division of Administration
Bureau of General Services
Room SB-8, Mayo Building
Tallahassee, Florida 32399-0800
Attn: Vianka Apellaniz, Purchasing Director
Telephone: (850) 617-7181

Reason for No Bid

TITLE: SALE OF REAL PROPERTY IN JACKSON COUNTY, FLORIDA

BIDS WILL BE OPENED: MARCH 7, 2014 @ 2:00 P.M. and may not be withdrawn within 90 days after such date and time.

POSTING OF BID TABULATIONS: Tabulations with recommended award(s) will be posted on or about the date indicated herein for review by interested parties on the Florida Bid System at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest. Posting will be on or about **March 10, 2014.**

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I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the 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 for the bidder, and that the bidder is in compliance with all requirements of the Sale of Property Invitation to Bid, including but not limited to, certification requirements.

BIDDER NAME: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE (TYPED): _____ DATE _____

AUTHORIZED SIGNATURE (MANUAL): _____ TITLE _____

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. Any changes to the bid, whether additions or deletions, will cause the bid to become ineligible for consideration. All bids are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

1. EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and F.E.I.D. number must also appear on each page of the bid as required.
2. NO BID: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to this bid solicitation without giving justifiable reasons for such failure shall be cause for removal of the bidder's name from the bid mailing list without further notice. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. BID OPENING: Bid opening shall be public and on the date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids that for any reasons are not so delivered will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.
4. PRICES, TERMS AND PAYMENT: Firm prices shall be bid.
5. MISTAKES: Bidders are expected to examine the specifications and all instructions pertaining to the bid. Failure to do so will be at the bidder's risk. In case of mistake in extension, the unit price will govern.
6. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the state of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision concerning a bid award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
7. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the state of Florida or any of its agencies. Further, all bidders must disclose the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches in accordance with Chapter 287, Florida Statutes. All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. AWARDS: As the best interest of the state may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. DEFAULT: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default.
10. LEGAL REQUIREMENTS: Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes, which may arise between person(s) submitting a bid response hereto and the state of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
11. ADVERTISING: In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
12. ASSIGNMENT: Any contract entered into pursuant to this bid invitation is not assignable by the buyer without the Department's written permission.
13. LIABILITY: The buyer shall hold and save the state of Florida, its officers, agents and employees harmless against claims by third parties resulting from the breach of this contract or the buyer's negligence. This requirement does not apply to contracts between governmental agencies.
14. CANCELLATION: The state shall have the right of unilateral cancellation for refusal by the buyer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the buyer in conjunction with the contract.
15. PUBLIC RECORDS: Any material submitted in response to this Sale of Property Invitation to Bid will become a public document pursuant to Section 119.07, Florida Statutes. This includes materials that the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes.
16. REAL PROPERTY: An environmental site assessment, and if the property contains improvements, an asbestos survey(s) will have been performed. A copy of the assessment and survey(s) may be obtained by contacting the Department or on the web at www.fl-dof.com and clicking on the Surplus Property Sales link.

DISCLAIMER: In no event will the Florida Department of Agriculture and Consumer Services or the Trustees be liable for any loss or damages, whether direct, indirect, general, consequential, incidental, exemplary or special, arising from your use of the information provided in this solicitation. Interested parties are advised to seek professional assistance or advice prior to entering into a sales contract or lease.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SALE OF PROPERTY

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE**

SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS

Sealed bids will be received by the Florida Department of Agriculture and Consumer Services (FDACS or Department) from prospective buyers (bidders) for the real property described below. This property is offered for sale as prescribed in Section 253.025(13), Florida Statutes.

LEGAL DESCRIPTION OF PROPERTIES

The property is located in Jackson County, Florida as described on the Bid Price Sheet and EXHIBIT A.

APPRAISAL, SURVEY AND ADVERTISEMENT FEES

An appraisal was completed with a date of value of June 3, 2013, for the subject parcel and is available for review by all interested parties. Contact Steve Bohl in Tallahassee at (850) 681-5871 between the hours of 8:30 a.m. and 4:00 p.m., EST or Johnny Sabo in Panama City at (850) 872-7686 between the hours of 8:00 a.m. and 3:30 p.m., CST, Monday through Friday, except state observed holidays. The appraised market value of the property is \$16,500.

CONDITIONS OF SALE

1. The **minimum acceptable bid is \$16,500**. Any bids for less than the minimum bid amount will be considered counterproposals and will be deemed nonresponsive and rejected. Bids should not include the costs outlined in paragraph 5 below, but the successful bidder will be responsible for these costs, in addition to the bid amount for the purchase of the property.
2. Sale of this property shall be by quitclaim deed including improvements on an "AS IS, WHERE IS" basis, subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, reservations or matters of record (**EXHIBIT B**). The proposed sale shall be subject to a reservation, without right-of-entry, in favor of the Department, of an undivided three-fourths (3/4) interest in phosphate, minerals and metals and one-half (1/2) interest in all petroleum in compliance with Section 270.11, Florida Statutes.
3. Terms and conditions of closing shall be cash in the form of a certified or cashier's check made payable to the Florida Department of Agriculture and Consumer Services. Formal notice of acceptance of the bid terms and conditions of closing shall be sent by certified mail (return receipt requested) to the successful bidder. Said notice shall contain the date and time of buyers delivery of the balance of the purchase price.
4. The Department will not extend credit. 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.
5. The successful 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 deed, recording costs and any other closing costs that buyer may incur. The cost of the property appraisal is \$2,374.02, the environmental assessment is \$400 and the asbestos survey is \$190. The successful bidder shall pay, in addition to these costs and the bid costs; all costs of legal advertisement and all other costs in connection with the proposed land sale at the time of closing.

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OPENING DATE: MARCH 7, 2014 @ 2:00 P.M.

The Department may require that the closing be processed by and through a title insurance company office, or other agent designated by the Department, and the successful bidder shall pay any costs charged by such company or agent for this closing service.

6. All costs of sale incurred by the Department shall be paid by the successful bidder by separate certified or cashier's check, made payable to the Florida Department of Agriculture and Consumer Services at time of closing.
7. The successful bidder understands that the Department shall vacate the property at closing.
8. At the time of appraisal, the subject property future land use classification is Mixed Use Urban Transitional. Bidders should contact Jackson County for information on potential land use and zoning changes.

BID GUARANTEE/DEPOSIT

Each bid shall be accompanied by a bid guarantee/deposit in the form of a cashier's check or certified check from a financial institution, as defined by Section 655.005, Florida Statutes, in the amount of \$1,650 made payable to the Department. Bid guarantees of unsuccessful bidders will be returned within ten (10) working days after the Department's acceptance of a bid. Attached is a sample of the Contract for Sale and Deposit Receipt document that will be forwarded to the successful bidder for execution (**APPENDIX I - CONTRACT FOR SALE AND PURCHASE DEPOSIT RECEIPT**). The entire bid guarantee/deposit of the successful bidder shall be applied toward the purchase price.

The bid guarantee/deposit shall be forfeited to the Department if the successful bidder fails to return two fully executed contracts and additional deposit (if any) within fifteen (15) calendar days of receipt of the contract from the Department. Any extension beyond this time shall be at the sole discretion of the Department, and any request for extension must be received, in writing, from the bidder prior to the expiration of the fifteen (15) calendar day period.

INSPECTIONS

An on-site inspection of the property is not mandatory; however, if you need assistance to locate and inspect the premises, please call Johnny Sabo, or his designee, at (850) 872-7686 to arrange for an on-site inspection. If property has structural improvements, all perspective bidders should review the full asbestos report(s) and environmental site assessment, including the lead-based paint and radon gas test results. The successful bidder is urged to follow the recommendations contained in the reports relative to use or disposal of the on-site improvements. The full environmental site assessment, hereafter referred to as the "Report", can be inspected at the local Florida Forest Service office by contacting Johnny Sabo at (850) 872-7686. A copy of the Report will be provided to the successful bidder at the time of contract execution. The execution of the contract by buyer will serve as an acknowledgment of receipt of the reports and as a release and indemnification of the Department from all claims, causes of actions and damages of any nature whatsoever, including attorney's fees and costs arising from or in connection with the presence of or subsequent removal or remediation of ACM, radon and LBP from the premises (Appendix I, Paragraph 7).

BID OPENING

The bid opening will be at 2:00 p.m. on March 7, 2014. The location of the bid opening is the Florida Department of Agriculture and Consumer Services, Bureau of General Services, 407 S. Calhoun Street, Mayo Building, Room SB-8, Tallahassee, Florida 32399-0800. Any bid received after that time will be returned to the bidder unopened. The Department is not responsible for bids mailed but not arriving by date/time fixed for bids to open.

BID NUMBER: SOP/FFS-13/14-28

OPENING DATE: MARCH 7, 2014 @ 2:00 P.M.

BID PRICE SHEET AND CONTRACT FOR SALE DOCUMENT

The Bid Price Sheet shall be completed in its entirety and be submitted in accordance with the procedures set forth in this Sale of Property Invitation to Bid. Otherwise, the bid will be rejected. The offer for the property shall be entered on the Bid Price Sheet. **NO OTHER TYPE OF BID PRICE SHEET OR PROPOSAL SHEET SHALL BE ACCEPTED AS A VALID RESPONSE TO THIS SALE OF PROPERTY INVITATION TO BID.**

COUNTER- PROPOSALS

Any bid containing or accompanied by counter-proposals or offers as to sale terms or conditions shall be deemed non-responsive and rejected.

MAILING INSTRUCTIONS

Two complete copies of the bid must be submitted in a sealed envelope addressed to the Florida Department of Agriculture and Consumer Services and be marked "SEALED BID" with specific property, county location and bid sale number. Bids may be mailed or hand delivered to: Room SB-8, Mayo Building, 407 South Calhoun Street, Tallahassee, Florida 32399-0800.

NOTE: THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPE THAT IS NOT PROPERLY ADDRESSED TO FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, SEALED BID - LAND SALE OR FOR ANY BID NOT SUBMITTED ON A BID FORM.

EVALUATION AND AWARD

The Department reserves the right to award to the highest responsive bidder(s) based upon the firm fixed price. As the best interest of the state may require, the Department reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Any further clarification, if necessary, will be by written addendum.

POSTING OF BID TABULATIONS

Tabulations with recommended award(s) will be posted for review by interested parties on the Florida Vendor Bid System located at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations will remain posted for a period of seventy two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

BID NUMBER: SOP/FFS-13/14-28

OPENING DATE: MARCH 7, 2014 @ 2:00 P.M.

QUESTIONS

Questions regarding bidding procedures may be directed to:

Vianka Apellaniz, Purchasing Director
Florida Department of Agriculture and Consumer Services - Purchasing Office
407 South Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800
Telephone: (850) 617-7181
Email: Vianka.Apellaniz@FreshFromFlorida.com

*****IMPORTANT NOTICE*****

Pursuant to Section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

No negotiations, decisions or actions shall be initiated or executed by the bidder as a result of any discussions with any purchaser or departmental employee. Only those communications, which are in writing from the Department's purchasing office, may be considered as a duly authorized expression on behalf of the purchaser. Also, only communications from the bidders, which are in writing and signed, will be recognized by the purchaser as duly authorized expressions on behalf of the bidder.

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OPENING DATE: MARCH 7, 2014 @ 2:00 P.M.

ENCLOSURES TO BE SUBMITTED WITH BID

1. Completed and signed **SALE OF PROPERTY INVITATION TO BID Bidder Acknowledgment Form** (FDACS-01024).
2. Completed and signed **Bid Price Sheet**.
3. Bid Guarantee/Deposit: Cashier's or certified check from a financial institution, as defined by Section 655.005, Florida Statutes, for one thousand, six-hundred and fifty dollars and no cents (\$1,650).

BID NUMBER: SOP/FFS-13/14-28

OPENING DATE: MARCH 7, 2014 @ 2:00 P.M.

BID PRICE SHEET
STATE LAND SALE

Bidder hereby bids the total amount of _____ \$ _____
for the following described property:

Parcel number: 06-4N-10-0000-0230-0000. A parcel of land lying in Section 6, Township 4 South, Range 10 West, Jackson County, Florida, more particularly described as follows:

From the Northwest Corner of the Northeast Quarter of Section 6, Township 4 North, Range 10 West, running S 2° 50' East 461 feet to point of beginning; thence run S 2° 50' East 300 feet; thence East along center of Old Marianna and Cottondale Road a distance of 514 feet; thence N 0° 40' W 408.5 feet; thence N 80° 45' W 501.7 feet, to point of beginning, containing 4 acres, more or less.

By affixing signature to this BID PRICE SHEET, bidder acknowledges reading and agrees to accept all terms, provisions and conditions in this Sale of Property Invitation to Bid. NO OTHER TYPE OF BID FORM OR PROPOSAL SHEET WILL BE ACCEPTED AS A VALID RESPONSE TO THIS BID INVITATION.

BIDDER NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

ADDRESS: CITY: _____

STATE: _____ **ZIP:** _____ **PHONE NUMBER:** _____

FEID/SSN: _____ **EMAIL ADDRESS:** _____

***** Please submit two (2) copies of all bid documents, including Bid Price Sheet.*****

APPENDIX I

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
CONTRACT FOR SALE AND PURCHASE
DEPOSIT RECEIPT

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the SELLER and the BUYER as follows:

SELLER: State of Florida, Florida Department of Agriculture and Consumer Services ("SELLER") ("FDACS").

ADDRESS: 400 South Monroe Street
Plaza Level 10, The Capitol
Tallahassee, Florida 32399-0810

BUYER: _____
Name(s) (as it should appear on the deed)

Federal I.D. or Social Security Number

ADDRESS: _____

TELEPHONE: _____
Home Work

1. AGREEMENT TO SELL: The SELLER hereby agrees to sell and the BUYER hereby agrees to buy in accordance with this contract all that certain real property, together with all improvements, easements and appurtenances, legally described as:

Property located in _____ COUNTY; more particularly described in attached EXHIBIT A of this Contract for Sale.

2. PURCHASE PRICE: BUYER hereby offers to purchase the property for _____ (\$ _____) Dollars which shall be paid in the form of a Certified or Cashier's check in the following manner:

A. Deposit: BUYER deposits herewith _____ (\$ _____) Dollars in the form of a Certified or Cashier's check from a financial institution as defined by Section 655.005, Florida Statutes, and in a form acceptable to the SELLER, made payable to the Florida Department of Agriculture, as an earnest money deposit. The entire deposit of the successful BUYER shall be applied toward the purchase price. If Buyer fails to perform under the terms of this contract, BUYER shall forfeit the DEPOSIT to the SELLER.

B. Balance: The balance of purchase price for the property in the amount of _____ (\$ _____) Dollars shall be paid by Certified or Cashier's Check made payable to the Florida Department of Agriculture and Consumer Services at the time of closing. Any costs of sale incurred by the SELLER shall be paid by separate Certified or Cashier's Check made payable to the Florida Department of Agriculture and Consumer Services at the time of closing.

3. TIME OF ACCEPTANCE: If the SELLER does not accept this offer, the deposit shall be returned to the BUYER and this offer shall be null and void. Notice of acceptance or rejection of this offer shall be sent to the BUYER after the SELLER'S decision.

4. CLOSING, EXPENSES, AND POSSESSION: This contract shall be executed following approval by the SELLER, and the deed delivered after execution by the SELLER. The SELLER will deliver possession of the Property to the BUYER at closing. The following are additional details of closing:

A. Time and Place: The closing will be at a time, date and location of mutual agreement between the SELLER and the BUYER, but in no event shall that date be more than 90 days from the date of execution of this contract and any extension beyond this date shall be at the sole discretion of the SELLER and any request for extension must be received, in writing, from the BUYER prior to the agreed upon closing date;

B. Conveyance: At closing, the SELLER will deliver to the BUYER a fully executed quitclaim deed conveying the property and any improvements in "AS IS, WHERE IS CONDITION," subject to a reservation in favor of the Florida Department of Agriculture and Consumer Services, without right-of-entry, of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes. The form of the Quitclaim Deed shall substantially comply with the form attached hereto as EXHIBIT B; and

C. Expenses: The BUYER shall pay all costs of closing including, but not limited to, all costs incurred through advertising and appraisal of the property, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, or attorney's fees. The SELLER may require that the closing be processed by and through a title insurance company officer, or other agent, designated by the SELLER, and in that event the BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey, nothing contained therein shall affect the purchase price or terms of this contract. At the time of closing the BUYER shall pay by separate Certified or Cashier's Check in the amount of \$_____ to pay for costs which shall be calculated and itemized not less than 3 working days prior to closing.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The BUYER shall pay all outstanding real estate taxes. The BUYER shall take title to the property subject to any special liens or assessments, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, reservations or matters of record.

6. WETLANDS: Any wetlands on this property may be subject to the permitting requirements of the Department of Environmental Protection or the water management district or any other applicable permitting entity.

7. CONDITION OF THE PROPERTY: The BUYER acknowledges that he has inspected the premises, and agrees to accept the property in "AS IS, WHERE IS CONDITION." The SELLER makes no warranties or representations whatsoever as to the condition of the property, the merchantability of the property, or the fitness for any particular uses or purpose. The BUYER acknowledges that the DACS has provided BUYER a copy of an Asbestos Survey and Lead-Based Paint Test for each structure on the Property ("Premises") containing materials ("ACM") and lead-based paint ("LBP"), and receipt of a Radon Test for all habitable structures. The Buyer hereby releases and indemnifies the Department from all claims, causes of actions and damages of any nature whatsoever, including attorney's fees and costs incurred arising from or in connection with the presence of or subsequent removal or remediation of ACM, LBP and Radon Gas from the Premises. This release and indemnification shall be binding upon the heirs, successors and assigns of BUYER and shall be governed by and construed in accordance with the laws of the State of Florida and shall survive closing.

8. RISK OF LOSS: In the event of any substantial damage to the property in excess of \$5,000.00 between the date of this agreement and the date of closing, the SELLER shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If the SELLER elects not to repair the damaged property, the BUYER'S sole remedy shall be the right to rescind this contract by giving written notice to the SELLER and to receive a refund of the earnest money deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000.00 or less), the parties shall proceed to closing as though no damage has occurred.

9. DEFAULT: If the BUYER fails to perform any covenants of this agreement, the earnest money deposit may be retained by the SELLER without waiving any action for damages resulting from BUYER'S default. Alternatively, the SELLER may seek specific performance of the terms and conditions herein. If the SELLER fails to perform any covenants of this contract, the deposit shall be returned to BUYER as BUYER'S sole remedy.

In that event, all parties shall be released of their rights and obligations under this contract. In connection with any dispute arising out of this contract, including, without limitation, litigation and appeals, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

10. SUCCESSORS: Upon execution of this contract by the BUYER, this contract shall be binding upon and inure to the benefit of the BUYER, its heirs, successors or assigns.

11. RECORDING: Neither this contract nor any notice of it may be recorded in any county by any person.

12. ASSIGNMENT: The BUYER shall not assign this contract without the prior written consent of the Director of the Division of Administration.

13. TIME OF ESSENCE: Time is of the essence in the performance of this contract.

14. AMENDMENTS: This contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing and signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the legal description of the Property is based upon historic chain of title information, without the benefit of a current survey. The parties agree that if, in the opinion of SELLER, it becomes necessary to amend the legal description to correct errors, to more properly describe the Property, or to otherwise revise the legal description of the Property, the legal description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of SELLER, and shall be subject to the final approval of SELLER. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the SELLER'S execution and delivery of the closing instruments containing the revised legal description and the BUYER'S acceptance of said instruments and of the final survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

15. SURVIVAL: The covenants of this contract shall survive delivery and recording of deed and possession of the property.

16. SELLER ACCEPTANCE: This contract shall not bind the SELLER or the State Of Florida in any manner unless or until it is approved by the SELLER and legally executed.

17. 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 department.

IN WITNESS WHEREOF, the parties have caused this Contract for Sale to be executed on the day and year first above written.

BUYER

Witness as to Buyer

Buyer

Witness as to Buyer

Buyer

Social Security No. or FEID No.

Date signed by Buyer

BID NUMBER: SOP/FFS-13/14-28

OPENING DATE: MARCH 7, 2014 @ 2:00 P.M.

SELLER
STATE OF FLORIDA, FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
ADAM H. PUTNAM, COMMISSIONER

Witness as to SELLER

D. ALAN EDWARDS, Director
Division of Administration

Witness as to SELLER

Date Signed by SELLER

Approved as to Form and Legality

By: _____

Date: _____

BID NUMBER: SOP/FFS-13/14-28

OPENING DATE: MARCH 7, 2014 @ 2:00 P.M.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel number: 06-4N-10-0000-0230-0000. A parcel of land lying in Section 6, Township 4 South, Range 10 West, Jackson County, Florida, more particularly described as follows:

From the Northwest Corner of the Northeast Quarter of Section 6, Township 4 North, Range 10 West, running S 2° 50' East 461 feet to point of beginning; thence run S 2° 50' East 300 feet; thence East along center of Old Marianna and Cottondale Road a distance of 514 feet; thence N 0° 40' W 408.5 feet; thence N 80° 45' W 501.7 feet, to point of beginning, containing 4 acres, more or less.

BID NUMBER: SOP/FFS-13/14-28

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EXHIBIT B

**SPACE BELOW FOR RECORDER'S USE
STATE OF FLORIDA, FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES**

**[SITE NAME]
QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES is empowered to convey certain lands pursuant to Sections 253.025(16) and 570.07(25), Florida Statutes, under the terms and conditions set forth herein; and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, may convey lands to the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES for said purposes; and

WHEREAS, said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, did approve this transfer on the _____ day of _____ A.D. 200_____.

NOW, THEREFORE, the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, as "Grantor" through the undersigned COMMISSIONER OF AGRICULTURE, under authority of Section 253.025(16) and Section 570.07(25), Florida Statutes, for and in consideration of the sum of Ten Dollars (10.00) and other good and valuable consideration, to it in hand paid by: _____, as "GRANTEE", whose address is: _____ has remised, released, and quitclaimed unto GRANTEE, _____ successors, heirs, and assigns, forever, all the right, title, interest claim, and demand which GRANTOR may have in and to the following described lands in _____ County, Florida, to-wit:

[LEGAL DESCRIPTION]

SAVING AND RESERVING unto GRANTOR and its successors, without right-of-entry, of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes.

TO HAVE AND TO HOLD the above-described premises subject to outstanding easements, reservations and other interest appearing of record.

BID NUMBER: SOP/FFS-13/14-28

OPENING DATE: MARCH 7, 2014 @ 2:00 P.M.

IN TESTIMONY Whereof, the COMMISSIONER OF AGRICULTURE has hereto subscribed his name and has caused the official seal of said FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES to be hereunto affixed in the City of Tallahassee, Florida, on this _____ day of _____, A.D. 20 ____.

(DEPARTMENT SEAL)

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

Approved as to form and legality:

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this _____ by ADAM H. PUTNAM, Commissioner of Agriculture, who is personally known to me or has produced a driver's license as identification and who did take an oath, and who acknowledged before me that he executed the foregoing instrument for the purposes therein expressed.

Notary Public: Signature

Name of acknowledged typed, printed or stamped

My commission expires: _____

(NOTARIAL SEAL)

Instrument prepared by:
Florida Forest Service
3125 Conner Blvd.
Tallahassee, Florida 32399-1650