

PARCEL #: 01-09S-08W-8330-0161-0060

**CITY OF APALACHICOLA
SURPLUS PROPERTY**

BID PROPOSAL

Sale of City Surplus Real Property

TO: CITY OF APALACHICOLA

Day	Date	Time
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In compliance with the Advertisement for Bids for Sale of Surplus Real Estate issued by the City of Apalachicola (hereinafter referred to as the "CITY"), _____ (hereinafter referred to as the "BIDDER"), offers to purchase from CITY, under the following terms and conditions, the following real estate situated in Franklin County, Florida, to-wit:

Legal Description: Lot 6, Block 161, City of Apalachicola, according to the map or plat of said City, of record with the Clerk of Court, Franklin County, Florida.

1. **BID**

(a) BIDDER agrees to pay (bid purchase price) \$ _____ for the property described above (hereafter referred to as the "Property").

- **Any change to this bid proposal document, shall constitute a material variance from the terms and conditions of the offer to sell and will not be recommended for approval by the City Commission.**

(b) In the event the CITY accepts this bid proposal and BIDDER fails to close the sale for any reason other than those set forth in the Contract for Purchase and Sale, any deposit paid pursuant to the Contract between the parties shall be retained by the CITY as consideration for its acceptance of the bid proposal. The CITY may also be entitled to assert claims for damages pursuant to the terms of the Contract for Purchase and Sale. This bid proposal **may not** be withdrawn by BIDDER after bid opening; however, BIDDER shall be entitled to exercise all rights and remedies provided in the Contract for Purchase and Sale. In the event the CITY rejects this bid proposal, the deposit paid herewith shall be returned to BIDDER.

(c) A MINIMUM BID PRICE HAS BEEN ESTABLISHED BY THE CITY FOR THE SURPLUS PARCEL OF: \$65,000.00 ANY BID BELOW THIS MINIMUM BID WILL NOT BE RECOMMENDED FOR APPROVAL BY THE CITY COMMISSION.

2. **DISCLAIMER OF WARRANTIES**

This Property is being sold in an "as is, where is, with all faults" condition without any representation or warranty whatsoever by the CITY, express or implied, including but not limited to any warranty as to fitness for a particular purpose or merchantability. The sale of this Property by the CITY will not serve to imply or warrant the approval of any zoning, land use, environmental

or other regulatory approval which may be required to develop the Property or any adjacent lands owned or controlled by BIDDER.

3. **TITLE**

(a) The deed of conveyance from the CITY shall be in the form prescribed by law, shall convey only the interest of the CITY in the Property covered by the deed, and shall not be deemed to warrant the title or to represent any other state of facts concerning the same.

(b) **THE BID PROPOSAL AND CONTRACT FOR PURCHASE AND SALE MUST BE EXECUTED BY THE SAME INDIVIDUAL OR ENTITY. THE PROPERTY DESCRIBED IN ABOVE SHALL BE CONVEYED TO THE SAME INDIVIDUAL OR ENTITY AS SHOWN IN THE HIGHEST RESPONSIBLE AND ACCEPTED BID.**

4. **WAIVER OF CLAIMS AND DAMAGES**

BIDDER hereby waives, releases and forever discharges the CITY, its departments, employees, officers, commissioners, agents, attorneys and successors, from any and all claims, demands, damages, and causes of action, whether at law or in equity, now and in the future, including but not limited to any suit, debt due, sum of money, account, covenant, contract, controversy, agreement, promise, representation, restitution, tort, inverse condemnation, trespass, defamation, civil rights violation, attorney's fees, expert's fees and damages whatsoever, arising from the entry upon and inspection of the Property by BIDDER and his/her/its agents. This waiver of claims and damages expressly survives the termination of this bid proposal and any related Contract for Purchase and Sale.

5. **IDENTICAL BIDS**

In the event the CITY receives two (2) or more high bids which offer an identical purchase price and which are conforming and acceptable in every other respect, the CITY will request a second bid proposal on the Property from said highest bidders for purposes of breaking the tie. No other bids will be accepted at that time.

IN WITNESS WHEREOF, BIDDER has duly executed this proposal, this _____ day of _____, 2024.

Signature: _____
Signature of BIDDER

Address

Print Name: _____

Telephone