

RESOLUTION NO. 2017- 249

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL A CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 1841 N. POWERLINE ROAD, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the City of Pompano Beach does hereby declare a surplus and does hereby express its desire to sell, in accordance with the provisions of the City Charter, a certain parcel of land located at 1841 N. Powerline Road, Pompano Beach, Florida, said property being described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SECTION 2. In accordance with Section 253 of the Pompano Beach Charter, the City Commission hereby finds, determines and declares as follows:

- A. There is an approximately 26,700 sq. ft. building located upon the above-described land.
- B. Said land and vacant building have not been used for any purpose since conveyed to the City.

C. Said land is not needed for public purpose since it has never been put to any public use and it is not contemplated that the property will be put to any public purpose in the reasonably foreseeable future.

SECTION 3. The City Clerk is hereby authorized and directed to advertise said property for public sale in accordance with the provisions of the City Charter, the date of bid opening to be June 27, 2017, said date not being less than thirty (30) nor more than sixty (60) days after adoption of this Resolution.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of May, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND
CITY CLERK

MEB/jrm
4/28/17
l:surplus property/2017-576

EXHIBIT "A"

A PORTION OF PARCEL "A" OF "TURNBULL PLAT NO. 2" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98 AT PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28; THENCE WESTERLY, ALONG THE SOUTH LINE OF THE SAID NORTHEAST ONE- QUARTER (NE 1/4), A DISTANCE OF 365.00 FEET; THENCE NORTHERLY, MAKING AN ANGLE IN THE NORTHEAST QUADRANT OF $89^{\circ} 36' 26''$, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 109.29 FEET; THENCE EASTERLY, MAKING AN EXCLUDED ANGLE OF $90^{\circ} 23' 34''$, A DISTANCE OF 112.85 FEET; THENCE NORTHERLY, MAKING AN INCLUDED ANGLE OF $90^{\circ} 23' 34''$, A DISTANCE OF 155.00 FEET; THENCE WESTERLY, MAKING AN INCLUDED ANGLE OF $89^{\circ} 36' 26''$, A DISTANCE OF 232.94 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF PARCEL "A", "L. AND G. ACRE", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 82, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTHERLY, ALONG SAID LINE, MAKING AN INCLUDED ANGLE OF $90^{\circ} 15' 04''$, A DISTANCE OF 264.29 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28; THENCE EASTERLY, ALONG SAID PARALLEL LINE, MAKING AN INCLUDED ANGLE OF $89^{\circ} 44' 56''$, A DISTANCE OF 119.44 FEET TO THE POINT OF BEGINNING; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, TOGETHER WITH AN EASEMENT OVER THE LANDS DESCRIBED IN THE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 10527 AT PAGE 961, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PERPETUAL EASEMENT FOR INGRESS AND EGRESS, ON THE FOLLOWING PROPERTY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

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BID SPECIFICATIONS, SALE OF SURPLUS REAL PROPERTY**(AS IS)**

Pursuant to the provisions of Section 253, Article XXV, Charter of the City of Pompano Beach, Florida, which is Chapter 57-1754, Laws of Florida, Special Acts of 1957, as subsequently amended and supplemented, the City Commission of said City has declared surplus and now offers for sale the following described real property owned by the City, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This offer to sell is based upon the following terms and conditions:

1. Condition of Property: The Property will be sold in an "as is" condition. City will not warrant the condition of the property or the title to the property. The City received title to the above-described property through donation of the property.

2. Payment of Bid; Bid Bond: The amount bid shall be payable in cash, cashier's check or certified check at closing, or the City Commission may by majority vote accept not less than twenty-five (25%) percent cash down payment and the balance in equal annual installments not exceeding five (5) years. All bids must clearly state the bid price and shall be accompanied by a bid bond in cash, cashier's check or certified check, in an amount equal to ten (10%) percent of the total bid price, which bond shall be forfeited as liquidated damages in the event a successful bidder fails to comply with or complete the terms of its bid, or the terms of the purchase contract required by Paragraph 3 below, following which neither party shall have any further rights or remedies against the other. The bid bond will be deducted from the amount bid to determine the balance due at closing.

3. Purchase Contract: Forthwith upon the acceptance of a bid by the City Commission, the successful bidder will enter into a contract for the purchase of the property by said bidder, said contract to be prepared by the City Attorney for the City, and to contain the following terms:

A. The Warranty Deed shall be prepared by the City Attorney at the expense of the City. The property will be conveyed "as is" by the City subject to the following restrictions upon the property as follows:

1. A conceptual plan/proposal must be submitted in conjunction with the bid; and

2. The Purchaser is required to apply for the necessary permits within one year following the sale.

B. A Title Commitment may be procured by the successful bidder, and obtained by said bidder within thirty (30) days after the effective contract date. Purchaser shall pay the cost thereof as well as the cost of any update. Purchaser shall have fifteen (15) days from the date of receiving said commitment of title to examine same. Failure of bidder to timely obtain title information shall not extend the time for closing. If title is found to be defective due to conditions or restrictions other than those set forth herein, Purchaser shall, within said period, notify the City Attorney in writing, specifying the defects. If the said defects, other than those set forth herein, and that the title was obtained by or through a tax deed, render the title unmarketable, the City shall have one hundred twenty (120) days from receipt of such notice to cure the defects, and if after said period the City shall not have cured the defects, Purchaser shall have the option of (1) accepting the title as it then is, or (2) demanding a refund of all monies paid hereunder which shall forthwith be returned to Purchaser, and thereupon the Purchaser and the City shall be relieved of all further obligations.

D. A survey of the property, if desired, shall be obtained and paid for by the Purchaser.

E. State documentary stamps on the deed shall be paid by the Purchaser.

F. Certified, confirmed and ratified special assessment liens shall be paid by the City at the time of closing. The City represents that there are no pending liens at this time affecting the property which have been made by the City and to the best of its knowledge, there are no other pending liens affecting the property. However, if at the time of closing there shall be new or future pending liens, Purchaser shall assume the same.

G. The Purchaser shall pay the cost of recording the deed.

H. The Purchaser shall pay the cost of his or its own attorneys and any title insurance.

I. The Bid Bond will be considered as a good faith deposit and will be deducted from the price bid to determine balance due at closing. Failure to consummate the purchase in accord with the terms of the contract and the bid specifications will result in retention of the good faith deposit by the City as agreed upon liquidated damages accruing to it from such failure, following which neither party shall have any rights and remedies against the other.

J. Closing shall take place within one hundred eighty (180) days from the date of the contract, in the office of the City Attorney. The time for closing shall be extended as may be required to afford the City a reasonable opportunity to cure any defects in title

4. Survival of Bid Specification and Purchase Contract

After Closing: It is understood and agreed that the terms of these bid specifications and of the purchase contract shall survive the conveyance of title, particularly with respect to any act or event which may take place after such conveyance and which affects the rights of the parties hereto.

5. Sale; Rejection: The property will be sold to the highest and best bidder, if a sale is made, on the terms and conditions herein stated, but the City reserves the right to reject any and all bids.

6. Bids: Sealed bids will be received until 4:00 p.m. June 23, 2017, in the office of the City Clerk, City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida. The bids will then be publicly opened during the course of the regular City Commission Meeting to be held on June 27, 2017 in the City Commission Chambers, 100 West Atlantic Blvd., Pompano Beach, Florida. It will be the sole responsibility of the bidder to deliver his proposal to the office of the City Clerk on or before the hour and date specified herein.

7. Variances; Informalities: Bidders must submit their proposals strictly in accordance with these specifications. Each variance to these specifications must be specifically stated by the bidder in his bidding proposal and may result in his bid being rejected. The City of Pompano Beach reserves the right to waive any informality in any bid.

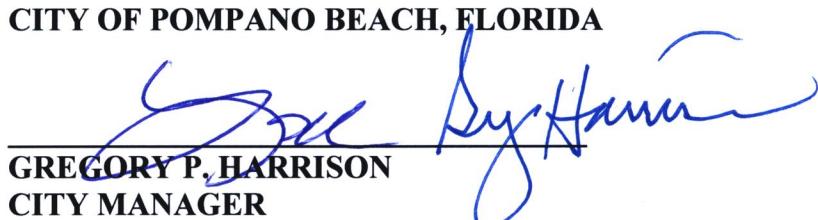
8. Period of Effectiveness: All bids shall be effective and binding upon the bidder for a period of ten (10) days from the date of the award and any bid bonds previously deposited shall be returned to the unsuccessful bidders ten (10) days after said award.

9. Certification: The Bidder, by submitting his proposal, certifies that his bid is made without previous understanding, agreement, collusion, or connection with any person, firm or corporation making a bid for the same property.

10. Real Estate Brokers: The City has not employed any real estate brokers in connection with the sale of the surplus property being offered herein, nor is it in any way liable or responsible for any real estate brokerage or other similar commission claimed as the result of any sale made of the property herein offered. Any such real estate brokerage or other similar commission shall be the sole obligation and responsibility of the successful bidder and the City

shall not be responsible or liable therefor. The successful bidder shall, concurrent with the execution of the purchase contract, agree to indemnify against and hold the City harmless from any and all such claims or demands for a real estate brokerage or other similar commission which may be made as the result of the sale of property offered hereby and, in the event litigation should result from any such claim, such indemnification and hold harmless agreement shall include any judgment rendered as the result of such litigation and all costs and expenses of such litigation, including, but not limited to, attorney's fees, suit costs, expert fees and all other costs or expenses of whatsoever nature incurred by the City in connection with such litigation, including any appellate litigation.

CITY OF POMPANO BEACH, FLORIDA


GREGORY P. HARRISON
CITY MANAGER

MEB/jrm
l:surplus property/2017-585

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