

April 15, 2019

INVITATION FOR BIDS 19-01
BID SPECIFICATIONS, SALE OF SURPLUS REAL PROPERTY
(AS IS)

Pursuant to Section 253 of the Charter of the City of Pompano Beach, Florida, the City Commission of Pompano Beach has declared surplus and now offers for sale the following described real property (the "Property") owned by the City of Pompano Beach (the "City"):

ADDRESS: 1549 NW 18 STREET, POMPANO BEACH FL 33069
NORTHERN 56 FEET OF FOLIO/PARCEL ID: 4842 27 00 0335
A 30 FOOT BY 56 FOOT AREA CONSISTING OF 1,680 SQUARE FEET

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 27; THENCE, SOUTH 88°24'24" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-HALF OF SECTION 27 AND THE CENTERLINE OF NW 18TH STREET, A DISTANCE OF 205.00 FEET; THENCE, NORTH 01 °35'36" WEST, A DISTANCE OF 35.00 FEET;

THENCE, CONTINUE NORTH 01 °35'36" WEST, A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE NORTH 01 °35'36" WEST, A DISTANCE OF 56.00 FEET; THENCE, SOUTH 88°24'24" WEST, A DISTANCE OF 30.00 FEET; THENCE, SOUTH 01 °35'36" EAST, A DISTANCE OF 56.00 FEET;

THENCE, NORTH 88°24'24" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING SITUATED AND LYING IN BROWARD COUNTY, FLORIDA.

Sealed bids will be received until **2:00 p.m. (local) Wednesday, May 1, 2019**, in the office of the City Clerk, City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060. Copies of the solicitation package can be obtained from the City of Pompano Beach Real Property Division webpage http://pompanobeachfl.gov/pages/real_property. These bids will then be publicly opened at the above time and date in the presence of City officers. Bid openings are open to the public. It will be the sole responsibility of the bidder to deliver his bid to the office of the City Clerk on or before the hour and date specified herein. **Late bids will not be considered and will be returned unopened.** It is the responsibility of Bidders to assure they have received all necessary documents, including addendums, and have included all required information in their bid. The Property will be sold in "as is" condition insofar as City will neither warrant the Property's condition or its title. This offer to sell is based upon the terms and conditions set forth below.

PROPERTY DESCRIPTION

The Property offered for sale consists of the north 56 feet of folio 4842 27 00 0335 shown as the blue hatched area on the marked up boundary survey included as Exhibit "A". A copy of the unmarked survey is also included in this exhibit. **The southern 36 foot portion of folio 4842 27 00 0335, which contains City of Pompano Beach lift station 101, is not included in this bid.**

The Broward County Property Appraiser property detail for folio 4842 27 00 0335 is included as Exhibit "B".

The property is zoned General Industrial I-1. Refer to Exhibit "C" Zoning Code Section 155.3402 for use, intensity and dimensional standards for this zoning district. The future land use designation for the property is I- Industrial.

For permitted uses refer to City of Pompano Beach Code of Ordinances Chapter 155 Article 4: Use Standards available at www.pompanobeachfl.gov.

The entire folio is surrounding by a chain link fence to secure the lift station as shown on the boundary survey for the entire folio included as Exhibit "D" and the street view of the folio included as Exhibit "E".

Due to Federal and State security requirements adequate fencing is required to secure City utility facilities, including the City's lift station on the southern portion of folio 4842 27 00 0335. Therefore, the successful bidder shall remove the existing chain link fence located on the successful bidder's Property within twelve (12) months of the transfer of ownership of the surplus Property to the successful bidder. The successful bidder shall be required to provide the City's Utilities Field Superintendent Ben Bray a minimum of 30 days written notice at the address below prior to removing the fence surrounding the Property purchased by the successful bidder. This is required to allow the City adequate notice to obtain permits and install a new fence and gate around the lift station on the southern portion of the folio owned by the City.

Attn: Ben Bray
City of Pompano Beach Utilities Field Office
1201 NE 3rd Avenue
Pompano Beach, FL 33060

The City estimates a cost of \$25,000.00 for the required fence and gate to be installed to secure the lift station. The Bid Form includes a line item for \$25,000.00 in addition to the amount bid for the property. If the actual cost for the fence and gate is less than \$25,000.00 the City will issue a refund to the successful bidder for the difference between actual cost and \$25,000.00 within thirty (30) days of the approved final inspection for the new fence and gate.

A minimum bid amount of \$1,000.00 is required for the Property. Any bid submitted must be in an amount of \$1,000.00 or more.

BID REQUIREMENTS

1. **Bid Deposit.** All bids must be accompanied by a bid deposit in the form of a cashier's checks or certified check payable to the City of Pompano Beach in an amount equal to at least ten (10%) percent of the Bid Grand Total. 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 4 below, the Bid Deposit shall be forfeited as liquidated damages following which neither party shall have any further rights or remedies against the other. If bidding on more than one folio a separate bid deposit must be submitted for each folio.
2. **Bid Submittal.** Bids must include all items detailed in the Bid Submittal Checklist and be submitted on the Bid Form included in this bid document. **Both the Bid Form and Bid Submittal Checklist must be submitted.** Bids, including the required bid deposit, **must be submitted in a sealed envelope clearly marked:**

(DO NOT OPEN)

“Purchase of Land Portion of Parcel 4842 27 00 0335”

City of Pompano Beach

City Clerk's Office

100 W. Atlantic Boulevard, Room 253

Pompano Beach, FL 33060

Late bids will not be considered and will be returned unopened. It is the responsibility of Bidders to assure they have received all necessary documents, including addendums, and have included all required information in their bid. Electronic versions of documents submitted by bidders may be requested by the City.

- a. A conceptual site plan and written proposal for future use and development of the Property must be submitted with the bid. Proposal must include any relief required from the City of Pompano Beach Zoning Code, including rezoning of the property, for the proposed future use.
 - b. Bidders must provide in writing:
 - i. Their experience in the field of property development and provide evidence that they are fully competent to develop the Property.
 - ii. The name(s) of the person(s) who will be authorized to make representations for the Bidder, including their title(s), office location, E-mail addresses and telephone numbers must be provided.
3. **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. The City reserves the right to reject any and all bids. If the highest and best bidder fails to complete the purchase by the closing deadline, the City reserves the right to contact the second highest bidder to enter into a purchase contract. The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include evaluation of financial stability of bidder, and investigation of other factors

relating to bidder's capacity to fulfill the purchase contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have sufficient capacity to fulfill the purchase contract requirements. **If bidder will be financing the purchase evidence (i.e. bank letter of intent) of funding commitment for full amount of bid must be submitted with bid.**

4. Period of Effectiveness. All bids shall be effective and binding upon the bidder for a period of ninety (90) days from the date of the award and any bid deposits previously deposited shall be returned to the unsuccessful bidders thirty (30) days after said award.
5. Certification. The Bidder, by submitting his bid, 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.
6. Payment of Bid Price. The Bid Deposit shall be deducted from the total Bid Price to determine the balance due at closing which shall be payable in cash, cashier's check, certified check or ACH wire transfer. However, the City Commission may by majority vote accept not less than twenty-five (25%) percent cash down payment at closing with the balance to be paid in equal annual installments within five (5) years.

PURCHASE CONTRACT

Upon the City Commission's acceptance of a Bid, the successful bidder shall enter into a contract for purchase of the Property which shall be prepared by the City Attorney. A sample purchase contract has been included with the bid specifications.

The contract will be subject to the following terms:

1. A Warranty Deed shall be prepared at the City's expense which states the City is conveying the Property in **"as is" condition** subject to the following restriction:

The Purchaser is required to apply for the necessary development permits for the conceptual plan submitted with the bid within 24 months of the date of sale.

2. 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.

3. A survey of the property, if desired, shall be obtained and paid for by the Purchaser.
4. State documentary stamps on the deed shall be paid by the Purchaser.
5. 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.
6. The Purchaser shall pay the cost of recording the deed.
7. The Purchaser shall pay the cost of his or its own attorneys and any title insurance.
8. The Bid Deposit will be considered as a good faith deposit and will be deducted from the amount 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.
9. Closing shall take place within ninety (90) 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.
10. The sale is not subject to the successful bidder obtaining financing.
11. 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.
12. 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.

QUESTIONS AND COMMUNICATION

All questions regarding the solicitation are to be submitted in writing to City of Pompano Beach, Real Property Manager, 100 W. Atlantic Boulevard, Room 276 Pompano Beach, Florida 33060, or email Cassandra.LeMasurier@copbfl.com. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

SAMPLE CONTRACT

Below is a sample purchase contract.

CONTRACT FOR SALE AND PURCHASE

(Unimproved)

SOLD "AS IS"

Parties:

CITY OF POMPANO BEACH, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, "CITY,"

and

, "BUYER,"

hereby agree that CITY shall sell and BUYER shall purchase the following described property, situate, lying and being in Broward County, Florida, all of which is referred to as the "Property," upon the terms and conditions hereinafter set forth.

LEGAL DESCRIPTION

See Exhibit "A" Attached Hereto

TERMS AND CONDITIONS OF PURCHASE

Purchase Price:

- | | | |
|-----|---|----|
| (a) | Purchase Price | \$ |
| | | |
| (a) | Deposit to be held by the City of Pompano Beach in the amount of | \$ |
| | | |
| (b) | Balance to close (U.S. cash, wire transfer, subject to adjustments and prorations | \$ |

Proceeds of Sale:

The purchase price shall be paid at closing by U.S. cash, wire transfer, payable to CITY, less any credits to BUYER, pursuant to any adjustments necessitated by proration of any sums agreed to be prorated between the parties, if any.

TIME AND PLACE OF CLOSING

It is agreed that this transaction shall be closed, and the BUYER shall pay the closing purchase price as provided herein above, and CITY shall execute all papers or documents necessary to be executed by CITY under the terms of this contract on or before the 90th day after execution of the contract by the BUYER, at the office of the City Attorney, or by mail away, or at such other place as CITY may designate. Unless otherwise agreed upon in this contract, possession and occupancy will be delivered to BUYER at the time of closing.

TAXES/PRORATION

Taxes:

In the event the date of closing of fee title shall occur between January 1 and November 1, CITY shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Revenue Collection Division, an amount equal to current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on said real property. All funds necessary to pay for prorated taxes shall be deducted by BUYER from the proceeds of sale at closing. 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, BUYER shall assume the same. In the event of a closing on or after November 1, taxes for current year must be paid in full by CITY.

General Prorations:

Any rents, revenues, unearned insurance premiums, liens, or other charges to be prorated shall be prorated as of the date of closing, provided that in the event of an extension of the date of closing, at the request of or through the fault of either party, such date of proration shall be the date upon which the other party indicated its readiness to close.

PROPERTY SOLD “AS IS”

All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, representation or information, not embodied in this Agreement, made by the other, or by any real estate broker, agent, employee, servant or other person representing or purporting to represent CITY. BUYER has inspected the Property, is thoroughly acquainted with its condition, and takes same “as is.” CITY has not made and does not make any representations as to the physical condition, expenses, operation, title or any other matter or thing affecting or related to the property, except as specifically set forth in this contract. BUYER acknowledges that all representations which CITY has made, if any, and upon which BUYER relied in making this contract, have been included in this Agreement.

BID; BOND DEPOSIT

A. The bid bond deposit of BUYER in the sum of _____ Dollars (\$_____) shall, at the closing, constitute a credit to BUYER against the total purchase price of _____ (\$_____) and shall, accordingly, be deducted in determining the balance due at the closing. Interest earned, if any, on the amount of the bid bond shall remain the property of the CITY without credit to the BUYER.

B. In the event all conditions precedent are complied with and if BUYER fails to consummate the purchase in accordance with the terms of this contract, CITY shall be entitled to retain said bid bond deposit of _____ (\$_____), plus interest earned thereon, if any, as liquidated damages accruing to the CITY from such failure, following which neither party shall have any rights and remedies as against the other.

C. This contract shall supersede any term or condition in conflict with BUYER’s bid documentation.

INSPECTION PERIOD AND RIGHT TO CANCEL

A. BUYER shall have ten (10) days from Effective Date (“Inspection Period”) within which to have such inspections of the Property performed as BUYER shall desire.

B. BUYER shall be responsible for prompt payment for any such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.

C. If BUYER determines, in BUYER’s sole discretion, that the condition of the Property is not acceptable to BUYER, BUYER may cancel the Contract by delivering facsimile or written notice of such election to CITY within 24 hours after the inspection. If BUYER timely cancels the Contract, the deposit paid shall be immediately returned to BUYER;

thereupon, BUYER and CITY shall be released of all further obligations under the Contract, except as provided in Subparagraph B, above.

CONVEYANCES

The property herein described shall be conveyed at closing by delivery of a properly executed and acknowledged _____ Deed.

SURVEY

BUYER, at BUYER's expense, may have the Property surveyed and certified by a Registered Florida Surveyor and shall have said sealed survey delivered to CITY. If the survey shows encroachments on Property or that improvements located on Property encroach on setback lines, easements, lands of others or violates any restrictions, the covenants herein or applicable governmental regulations, the same shall constitute a title defect as provided for hereinafter in paragraph entitled, "Examination and Approval of Title."

DOCUMENTARY STAMPS AND TANGIBLE TAXES AND RECORDING COSTS

BUYER shall cause to be placed upon the _____ Deed conveying the Property, state surtax and documentary stamps as required by law. CITY shall pay all tangible personal property taxes and the cost of recording any corrective instruments reasonably necessary to assure good and marketable title. BUYER shall pay for the cost of recording the warranty deed.

CONTRACT EFFECTIVE

This contract or any modification, amendment, or alteration thereto, shall not be effective or binding upon any of the parties hereto until it is approved by the City Commissioners and executed by the City's Mayor, Manager and Clerk.

EXISTING MORTGAGES AND LEASES

Mortgages:

SELLER shall obtain and furnish at SELLER's expense, not less than fifteen (15) days prior to closing, a statement or letter of estoppel from the holder of any mortgage, lien or encumbrance affecting the title to the property herein to be conveyed, setting forth the amount of principal, interest and/or penalties necessary to be paid to discharge such mortgage, lien or encumbrance in full.

Leases:

There are no leases and the SELLER shall furnish the BUYER with the appropriate affidavit stating same.

PUBLIC DISCLOSURE

CITY further agrees that at least ten (10) days prior to closing, in accordance with Section 286.23, Florida Statutes, CITY shall make a public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, which shall state the name and address of CITY and the name and address of every person having any beneficial interest in the subject real property.

PERSONS BOUND

The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, personal representatives, successors and assigns (where assignment is permitted) of the parties hereto. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall include all genders.

TIME OF THE ESSENCE

It is hereby understood and agreed between the parties that time is of the essence throughout this contract.

MECHANICS' LIENS

CITY hereby represents and warrants to BUYER that as of the effective date of this contract, there are no claims or potential claims for mechanic's liens, either statutory or at common law, and that neither CITY nor CITY's agent has caused to be made on the Property within ninety (90) days immediately preceding the effective date of this contract, any improvement which could give rise to any mechanic's lien. CITY shall furnish to BUYER at time of closing an affidavit in the form approved by the City Attorney.

If any improvements have been made to the Property within ninety (90) days prior to the date of closing, CITY shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers or materialmen, in addition to CITY's mechanic's lien affidavit, setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, and further reciting that, in fact, all bills for work to the Property which could serve as the basis for a mechanic's lien, have been paid.

BROKER'S COMMISSION

CITY hereby represents and warrants that it has dealt with no broker. BUYER acknowledges utilizing _____. BUYER agrees to hold CITY harmless from any claim or demand for commissions made by or on behalf of any broker or agent in connection with this purchase and sale. BUYER agrees to pay all real estate commissions in connection with this transaction.

MODIFICATION

This contract supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

EXAMINATION AND APPROVAL OF TITLE

A Title Commitment may be procured by the successful bidder, and obtained by said bidder within thirty (30) days after the effective contract date. BUYER shall pay the cost thereof as well as the cost of any update. BUYER 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, BUYER 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, BUYER 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 BUYER, and thereupon the BUYER and the CITY shall be relieved of all further obligations.

ENVIRONMENTAL MATTERS

CITY represents that CITY has no underground storage containers or buried barrels or drums of any kind in or on the Property and does not and has not conducted hazardous or toxic substances activity. BUYER, at BUYER's expense, may have a Phase I Environmental Property Assessment upon the Property and any improvements upon the Property by a Florida licensed professional engineer. CITY acknowledges and agrees that said environmental assessment may include the clearing of trees and underbrush, the moving of stored materials and/or tests borings.

SURVIVOR OF COVENANTS

All covenants, grants, representations and warranties contained herein shall survive closing and delivery of the deed.

EXECUTION

This document, consisting of seven (7) pages, shall be executed in at least three counterparts, each of which shall be deemed an original.

BUYER:

WITNESSES:

Print Name:_____

Print Name:_____

By:_____

Print Name:_____

Title:_____

DATED:_____

CITY:

WITNESSES:

CITY OF POMPANO BEACH

BY:_____

LAMAR FISHER, MAYOR

BY:_____

GREGORY P. HARRISON
CITY MANAGER

DATED:_____

ASCELETA HAMMOND, CITY CLERK

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

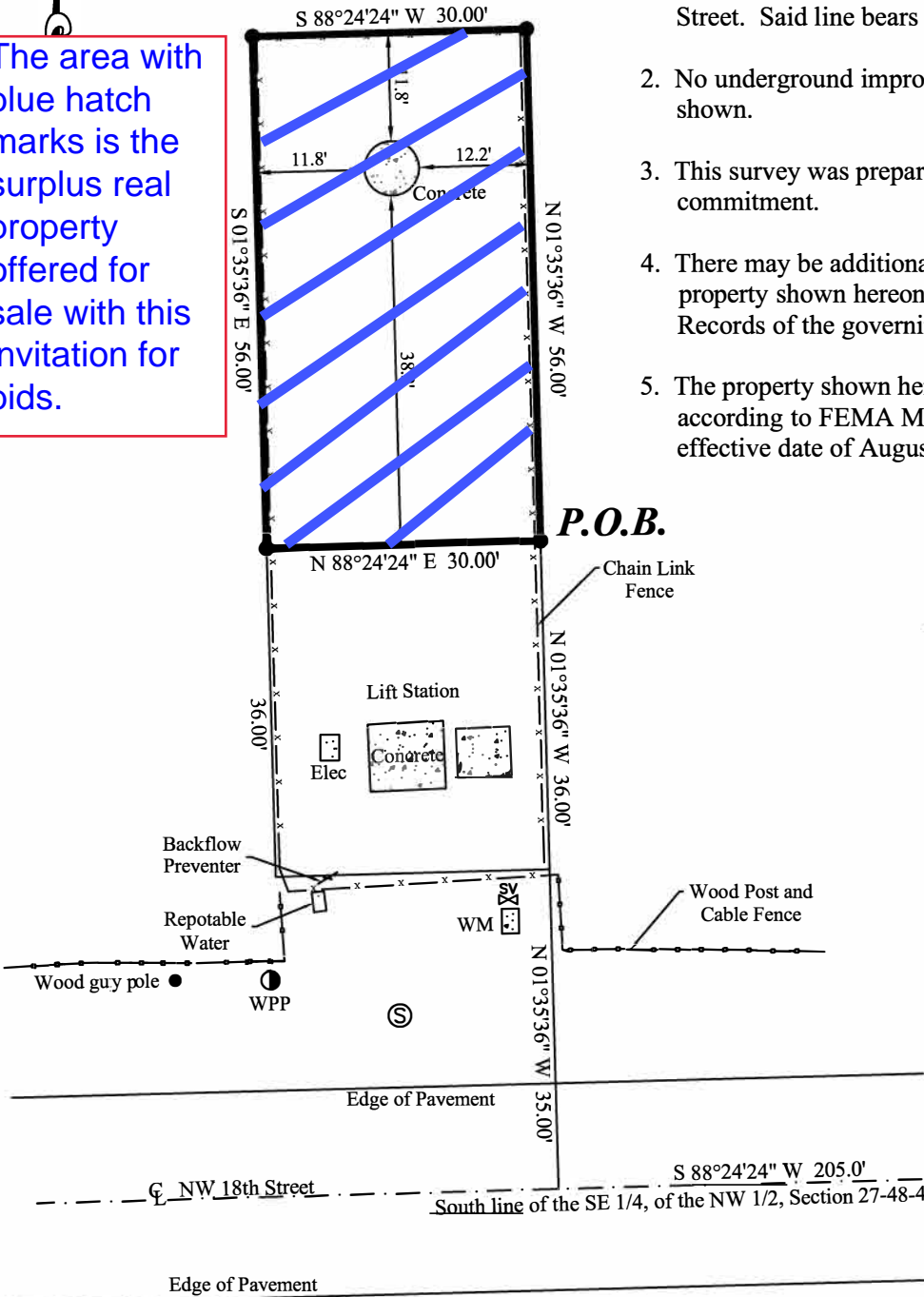


BOUNDARY SURVEY
(North 56.00 Feet)

SURVEYOR'S NOTES:

1. BEARING REFERENCE: The Bearings shown hereon are on an assumed datum referenced to the centerline of NW 18th Street. Said line bears South 88°24'24" West.
2. No underground improvements have been located except as shown.
3. This survey was prepared without benefit of a title commitment.
4. There may be additional matters of record that affect the property shown hereon which can be found in the Public Records of the governing County.
5. The property shown hereon lies within Flood Zone X, according to FEMA Map No. 12011C0170H, with an effective date of August 18, 2014.

The area with blue hatch marks is the surplus real property offered for sale with this invitation for bids.



GENERAL LEGEND:

- CENTERLINE
- SANITARY MANHOLE
- WOOD POWER POLE (WPP)
- SEWER VALVE
- WATER METER (WM)
- POINT OF COMMENCEMENT (POC)
- POINT OF BEGINNING (POB)

LEGAL DESCRIPTION:

A parcel of land lying in the Southeast one-quarter of the Northwest one-quarter of Section 27, Township 48 South, Range 42 East, being more particularly described as follows:
Commence at the center of said Section 27;
Thence, South 88°24'24" West, along the South line of the Southeast one-quarter of the Northwest one-half of Section 27 and the centerline of NW 18th Street, a distance of 205.00 feet;
Thence, North 01°35'36" West, a distance of 35.00 feet;
Thence, continue North 01°35'36" West, a distance of 36.00 feet to the **Point of Beginning**;
Thence, continue North 01°35'36" West, a distance of 56.00 feet;
Thence, South 88°24'24" West, a distance of 30.00 feet;
Thence, South 01°35'36" East, a distance of 56.00 feet;
Thence, North 88°24'24" East, a distance of 30.00 feet to the **Point of Beginning**.

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
SURVEYOR AND MAPPER

02/20/2019
DENNIS J. GABRIELE
Professional Surveyor and Mapper
NO. LS 5709
State of Florida





Munson Design & Consulting

P.O. Box 771058
Coral Springs, Florida 33177

Phone: 954-340-5291
Email: dennis@mdcengineers.com

LB# 7958

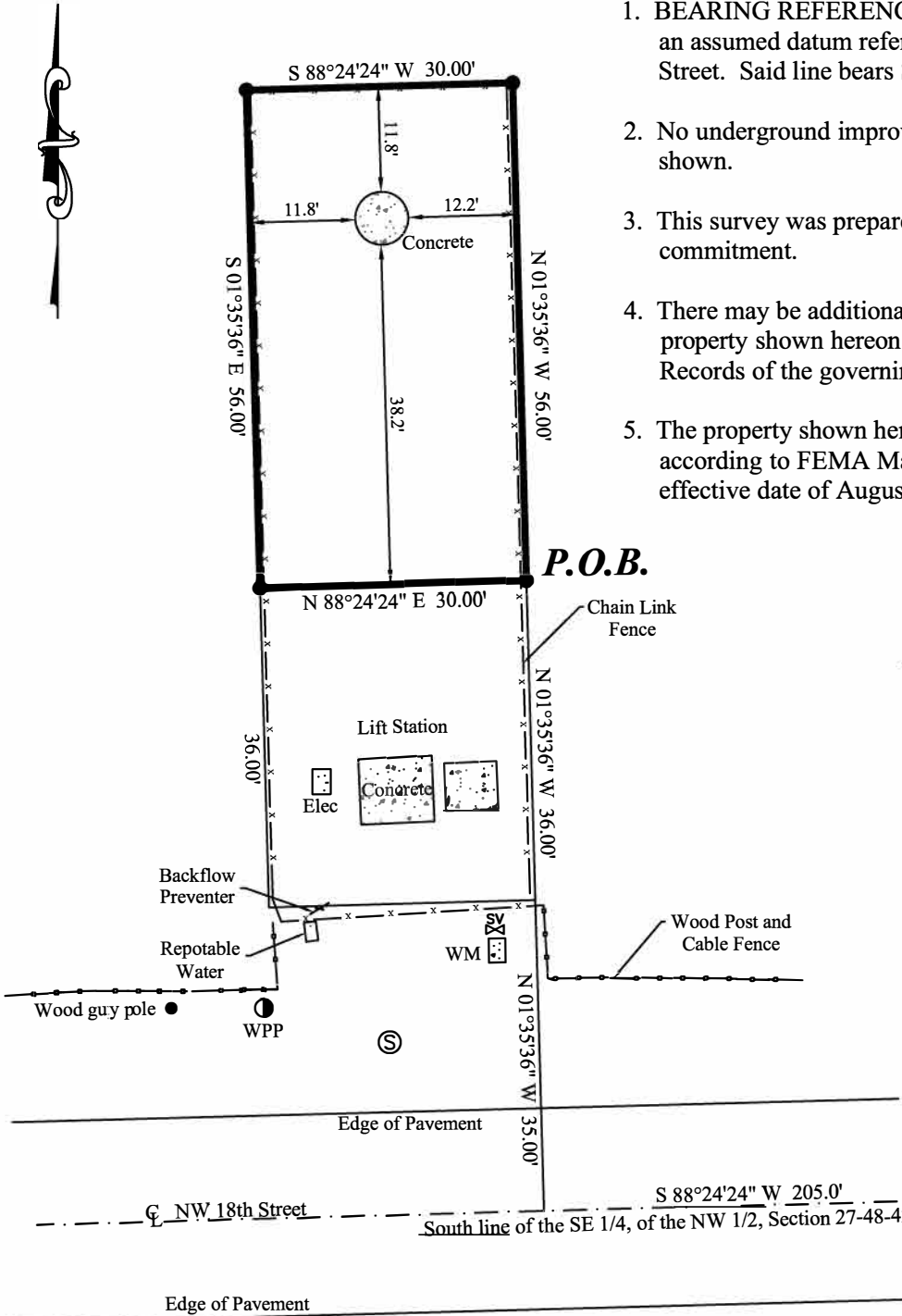
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- CENTERLINE
- SANITARY MANHOLE
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- WATER METER (WM)
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A parcel of land lying in the Southeast one-quarter of the Northwest one-quarter of Section 27, Township 48 South, Range 42 East, being more particularly described as follows:
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Thence, South 88°24'24" West, along the South line of the Southeast one-quarter of the Northwest one-half of Section 27 and the centerline of NW 18th Street, a distance of 205.00 feet;
Thence, North 01°35'36" West, a distance of 35.00 feet;
Thence, continue North 01°35'36" West, a distance of 36.00 feet to the **Point of Beginning**;
Thence, continue North 01°35'36" West, a distance of 56.00 feet;
Thence, South 88°24'24" West, a distance of 30.00 feet;
Thence, South 01°35'36" East, a distance of 56.00 feet;
Thence, North 88°24'24" East, a distance of 30.00 feet to the **Point of Beginning**.

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
SURVEYOR AND MAPPER

02/20/2019
DENNIS J. GABRIELE
Professional Surveyor and Mapper
NO. LS 5709
State of Florida



JOB NO. 19-0221

SCALE: 1" = 20'



| | | | |
|-------------------------------|--|----------------|-----------------|
| Site Address | 1549 NW 18 STREET, POMPANO BEACH FL 33069 | ID # | 4842 27 00 0335 |
| Property Owner | CITY OF POMPANO BEACH | Millage | 1512 |
| Mailing Address | 100 W ATLANTIC BLVD POMPANO BEACH FL 33060 | Use | 94 |
| Abbr Legal Description | 27-48-42 PT OF NW1/4 DESC AS,COMM AT CENTER OF SEC,WLY ALG S/L OF SE1/4 OF NW1/4 205 M/L,NLY 35 TO POB,CONT NLY 92 M/L, WLY 30,SLY 92 M/L,ELY 30 TO POB,AKA PAR 3 OF CA 78-20044 | | |

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

| Property Assessment Values | | | | | |
|----------------------------|---------|------------------------|---------------------|----------------------|-----|
| Year | Land | Building / Improvement | Just / Market Value | Assessed / SOH Value | Tax |
| 2019 | \$1,310 | | \$1,310 | \$1,310 | |
| 2018 | \$1,310 | | \$1,310 | \$1,310 | |
| 2017 | \$1,310 | | \$1,310 | \$1,310 | |

| 2019 Exemptions and Taxable Values by Taxing Authority | | | | |
|--|---------|--------------|-----------|-------------|
| | County | School Board | Municipal | Independent |
| Just Value | \$1,310 | \$1,310 | \$1,310 | \$1,310 |
| Portability | 0 | 0 | 0 | 0 |
| Assessed/SOH | \$1,310 | \$1,310 | \$1,310 | \$1,310 |
| Homestead | 0 | 0 | 0 | 0 |
| Add. Homestead | 0 | 0 | 0 | 0 |
| Wid/Vet/Dis | 0 | 0 | 0 | 0 |
| Senior | 0 | 0 | 0 | 0 |
| Exempt Type 14 | \$1,310 | \$1,310 | \$1,310 | \$1,310 |
| Taxable | 0 | 0 | 0 | 0 |

| Sales History | | | | Land Calculations | | |
|---------------|------|-------|------------------|-------------------|--------|------|
| Date | Type | Price | Book/Page or CIN | Price | Factor | Type |
| | | | | \$21,780 | 0.06 | AC |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Adj. Bldg. S.F. | | |

| Special Assessments | | | | | | | | |
|---------------------|------|-------|-------|------|------|-------|-------|------|
| Fire | Garb | Light | Drain | Impr | Safe | Storm | Clean | Misc |
| 15 | | | 3B | | | | | |
| X | | | 3B | | | | | |
| 1 | | | | | | | | |



February 25, 2019

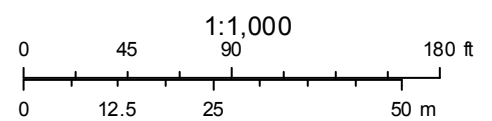


Exhibit C

[Print](#)

Pompano Beach, Florida Zoning Code

155.3402. GENERAL INDUSTRIAL (I-I)

A. Purpose

The General Industrial (I-I) district is established and intended to accommodate a wide range of light and moderate manufacturing, assembly, fabrication, processing, distribution, warehousing, research and development, and other industrial uses—but not heavy or hazardous manufacturing processes. The district may also include some uses that are ancillary to industrial development (e.g., vocational schools, business support services) or provide convenience services to industrial employees (e.g., child care facilities, gasoline filling stations, banks), as well as some uses that may be inappropriate in residential or commercial districts (e.g., animal shelter, kennel, sport shooting range).

B. Use Standards

See Appendix A : Consolidated Use Table, and use-specific standards in Article 4: Use Standards.

C. Intensity and Dimensional Standards ¹

| | |
|--|-----------------|
| Lot area, minimum (sq ft) | 10,000 |
| Lot width, minimum (ft) | 100 |
| Density, maximum (du/ac) | n/a |
| Lot coverage, maximum (% of lot area) | 65 |
| Pervious area, minimum (% of lot area) | 20 |
| Height, maximum (ft) | 45 |
| Front yard setback, minimum (ft) | 25 |
| Street side yard setback, minimum (ft) | 10 |
| Setback from a waterway or canal, minimum (ft) | 15 |
| Interior side yard setback, minimum (ft) | 10 |
| Rear yard setback, minimum (ft) | 30 ² |

Dimensional Standards for Accessory Structures

See Accessory Use -Specific standards in Article 4: Part 3.

NOTES: [sq ft = square feet; ft = feet; du/ac = dwelling units/acre]

1. See measurement rules and allowed exceptions/variations in Article 9: Part 4.

2. If adjacent to a railroad siding, reduced to 8 ft from the centerline of the siding.

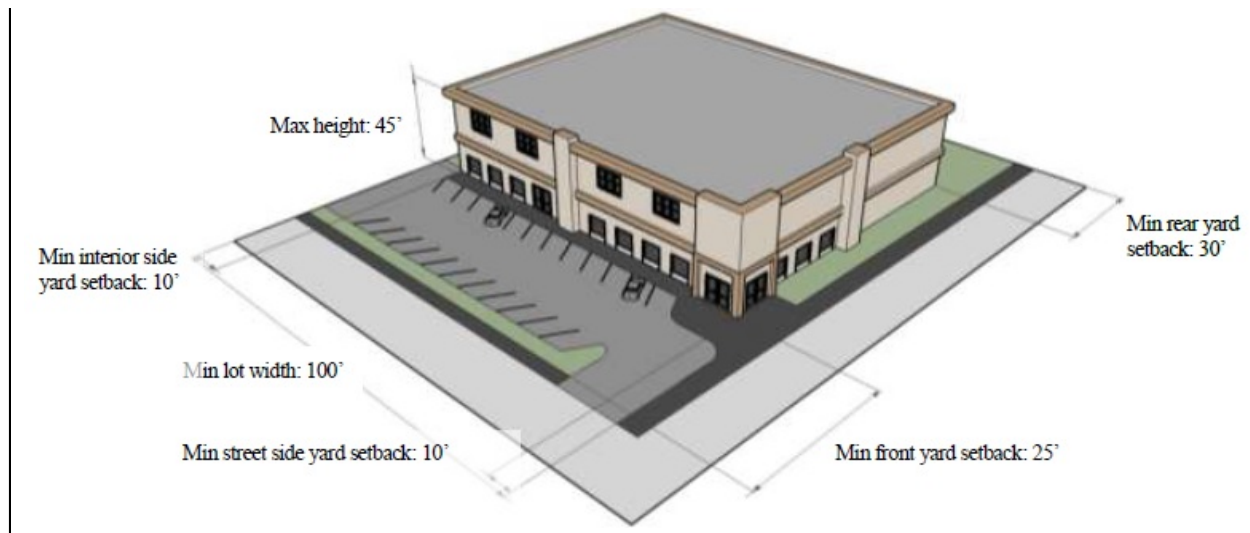
Typical Development Configuration

Typical Building Type



Typical Lot Pattern





(Ord. 2012-64, passed 9-11-12; Am. Ord. [2013-37](#), passed 1-22-13)



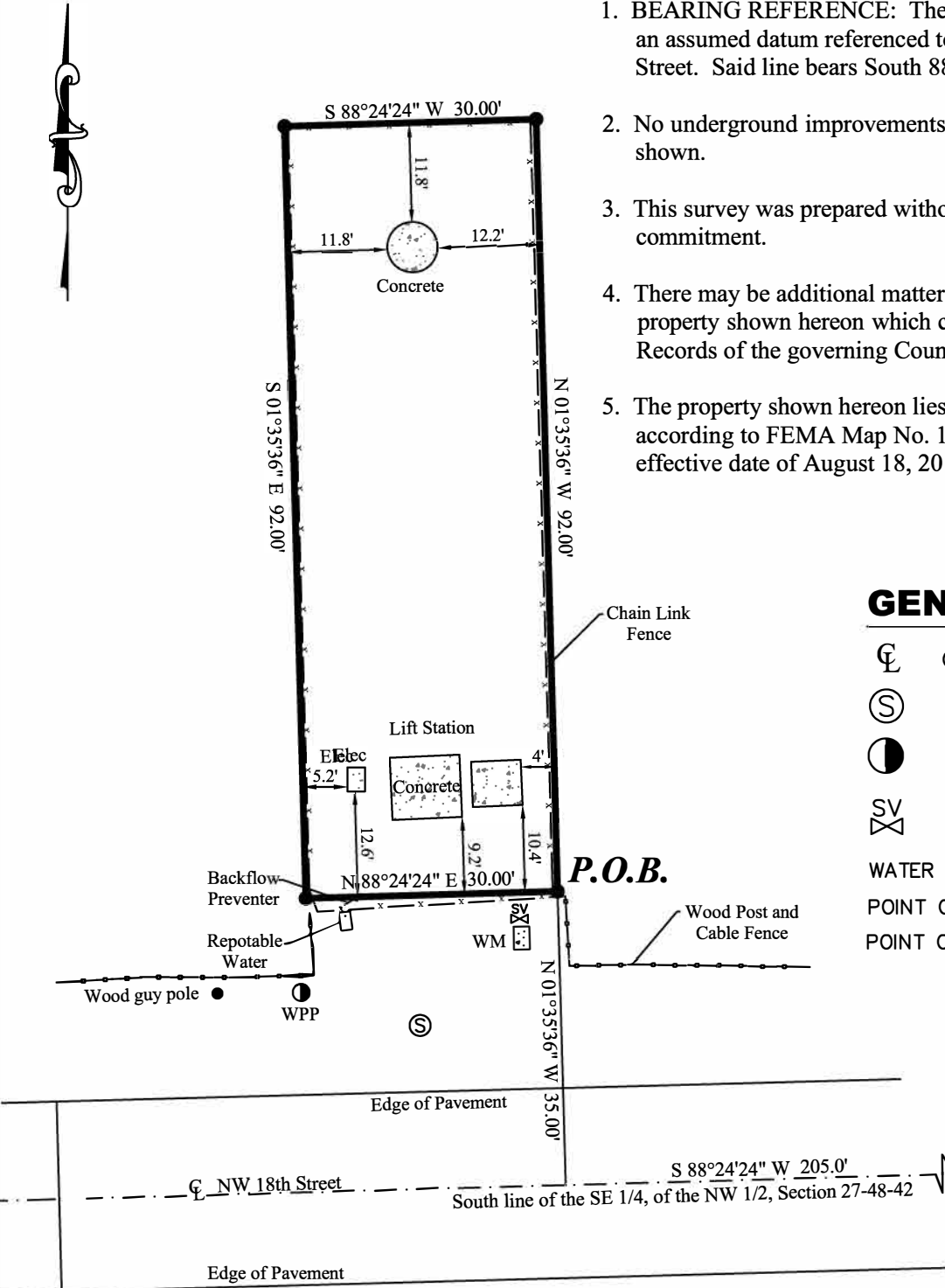
BOUNDARY SURVEY

SURVEYOR'S NOTES:

1. BEARING REFERENCE: The Bearings shown hereon are on an assumed datum referenced to the centerline of NW 18th Street. Said line bears South 88°24'24" West.
2. No underground improvements have been located except as shown.
3. This survey was prepared without benefit of a title commitment.
4. There may be additional matters of record that affect the property shown hereon which can be found in the Public Records of the governing County.
5. The property shown hereon lies within Flood Zone X, according to FEMA Map No. 12011C0170H, with an effective date of August 18, 2014.

GENERAL LEGEND:

- CL CENTERLINE
- SM SANITARY MANHOLE
- WPP WOOD POWER POLE (WPP)
- SV SEWER VALVE
- WM WATER METER (WM)
- POC POINT OF COMMENCEMENT (POC)
- POB POINT OF BEGINNING (POB)



LEGAL DESCRIPTION:

A parcel of land lying in the Southeast one-quarter of the Northwest one-quarter of Section 27, Township 48 South, Range 42 East, being more particularly described as follows:
Commence at the center of said Section 27;
Thence, South 88°24'24" West, along the South line of the Southeast one-quarter of the Northwest one-half of Section 27 and the centerline of NW 18th Street, a distance of 205.00 feet;
Thence, North 01°35'36" West, a distance of 35.00 feet to the **Point of Beginning**;
Thence, continue North 01°35'36" West, a distance of 92.00 feet;
Thence, South 88°24'24" West, a distance of 30.00 feet;
Thence, South 01°35'36" East, a distance of 92.00 feet;
Thence, North 88°24'24" East, a distance of 30.00 feet to the **Point of Beginning**.

NOT VALID WITHOUT THE
SIGNATURE AND THE
ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED
SURVEYOR AND MAPPER

02/20/2019
DENNIS J. GABRIELE
Professional Surveyor and Mapper
NO. LS 5709
State of Florida



Exhibit E



CITY OF POMPANO BEACH BID FORM

TO: Real Property Division, City of Pompano Beach, Florida

RE: Land Parcel Number: North 56 feet of Parcel 4842 27 00 0335
(A portion of 1549 NW 18 Street, Pompano Beach, FL 33069)

Pursuant to the terms and conditions set forth in this bid package, I offer the following purchase price for the above referenced parcel:

- | | |
|---|-------------|
| 1. Replacement Fence and Gate for Lift Station 101 | \$25,000.00 |
| 2. The Property - North 56 feet of Parcel 4842 27 00 0335 | \$_____.__ |
| (A minimum bid amount of \$1,000.00 is required) | |

Bid Grand Total \$ _____

Plans for the use or development of the parcel are: _____

Form of payment for purchase: Equity ____ *Finance ____ Other (specify) _____

☐

Please check this box if Bidder plans to acquire ownership of the parcel under a corporation.

By: _____

Address Line 1

Signature

Address Line 2

Print Name

Phone Number

Date

E-mail Address

This is a binding offer. The purpose of this bid form is to state the amount that you are willing to bid for the purchase of this parcel and shall be accompanied by a ten percent (10%) deposit of the bid amount.

This Bid Form must be placed in a sealed envelope marked:

(DO NOT OPEN)

"Purchase of Land Parcel Portion of Parcel 4842 27 00 0335"

(Folio Number)

**City of Pompano Beach
City Clerk's Office
100 W. Atlantic Boulevard, Room 253
Pompano Beach, FL 33060**

CITY OF POMPANO BEACH
BID PACKAGE SUBMITTAL CHECKLIST

Purchase of Land Parcel Portion of Parcel 4842 27 00 0335

By initialing each item, the Bidder acknowledges the following:

- ☐ 1. A complete set of documents, as detailed below, is included with the bidsubmittal package to comply with submission requirements.
 - ☐ a. Bid Package Submittal Checklist
 - ☐ b. Executed Bid Form (one for each folio a bid is submitted for)
 - ☐ c. Bid Deposit in the amount of ten percent (10%) of the bid amount. Separate bid deposit is required for each folio bid upon.
 - ☐ d. Conceptual plan and written proposal future use and development of the Property
 - ☐ e. Written summary of experience, name(s) and contact information of the person(s) who will be authorized to make representations for the Bidder.
- ☐ 2. Bidder acknowledges that the Contract for Sale and Purchase is not subject to modifications or any additional conditions by the Bidder.
- ☐ 3. Bidder acknowledges that due diligence, including contacting the City of Pompano Beach to assess any mitigation for the development of the Parcel is the sole responsibility of the Bidder.
- ☐ 4. Bidder acknowledges that the City will not participate in any mitigation.
- ☐ 5. Bidder acknowledges that this bid submittal is to acquire the northern 56 feet by 30 foot area of Parcel #4842 27 00 0335 in "As Is" condition.
- ☐ 6. Bidder acknowledges development of this parcel must be in accordance with the City of Pompano Beach Zoning Code.
- ☐ 7. Bidder acknowledges requirement to coordinate with City on removal and replacement existing fence and gate as detailed in Bid Specifications.

Address

By:_____
Signature

Phone Number

Printed Name and Title

E-mail Address

Date