DRAFT SAMPLE OF LETTER OF INTEREST

[Date]

Murdock Village Community Redevelopment Agency
c/o Debrah Forester, Redevelopment Manager
Economic Development Office
18501 Murdock Circle, Suite 302
Port Charlotte, Florida 33948

Re: Letter of Interest Concerning Acquisition of Lands within Murdock Village Community Redevelopment Area, Charlotte County, Florida

Dear Ms. Forester:

This Letter of Interest is provided as a means to articulate and memorialize the initial interest of **[describe and identify interested party]** (collectively the "**[short name of entity]**" or "Interested Party").

The objective of this Letter of Interest is to exchange fundamental information necessary to lay out the beginnings of a path toward a definitive and enforceable purchase agreement between and Murdock Village Community Redevelopment Agency (hereinafter the "Agency" as the context requires) and the Interested Party. This Letter of Interest is provided in order to share information and initiate and advance such a process with the understanding that it is in all respects nonbinding and subject to the development of one or more enforceable agreements which may be subsequently entered into between the Interested Party and the County.

1. Identification of Interested Party: **[Describe entity in detail; provide appropriate contact information and designation of authorized representatives.]**

2. Property: The Interested Party desires to possibly develop a more definitive agreement for purchase of **[describe parcels or lands desired to be acquired; if all the interests owned by the Agency, a legal description can be provided by the Redevelopment Manager]** owned by the Murdock Village Community Redevelopment Agency within the Murdock Village Community Redevelopment Area.

3. Disposition is subject to Community Redevelopment Act: The Interested Party acknowledges that it has read and familiarized itself with Part III, Chapter 163, Florida Statutes (the "Community Redevelopment Act"), and specifically Section 163.380 concerning the disposition of property by a community redevelopment agency. Accordingly, the Interested Party understands that any agreement developed will, if ultimately satisfactory to the County, by law necessitate a thirty (30) day published notice inviting other proposals and making the public aware that the County's redevelopment agency is prepared to consider not only the Interested Party's proposal, but other proposals, the financial ability of the persons making such a proposal to carry them out; and, that the County may accept any such proposal as it deems to be in the public interest and in furtherance of the purposes of the Community Redevelopment Act.

4. Condition of Title: Interested Party acknowledges that it has received and reviewed a proforma title commitment or title report, or similar information from the County, that preliminarily identifies both the requirements and the matters which will continue to be shown as exclusions to title insurance coverage upon any disposition or closing.

5. Procuring Cause: The Interested Party understands that the County is under no circumstances agreeing to pay any commission or finder's fee and that the County shall not be obligated under any circumstance to any party as a procuring cause for the purchase and sale of the any lands within the Murdock Village Community Redevelopment Area. **[If a potential procuring cause is participating on behalf of the Interested Party, the agent or broker should be identified and the Interested Party should acknowledge that they are solely responsible to compensate such persons or entities. If a procuring cause is identified, the County will require an acknowledgement from the agent or broker, in a form satisfactory to the County Attorney, which acknowledges that any agent or broker will be looking solely to the Interested Party for any compensation as related to the procurement of a purchaser and waiving any and all right or claim against the County as a procuring cause and agreeing to indemnify and hold the County harmless against any claim for commission, finder's fee, or similar compensation.]**

6. Due Diligence Materials; Representations: Interested Party acknowledges that the County is a governmental entity and cannot and does not make any warranty or representation relative to the title of the subject property, its condition, or the completeness of any information or disclosure of information. Interested Party understands that although the County may provide information in its possession, that the provision of such information is done so essentially on the basis of providing readily available public information; and, that all due diligence is and must be done exclusively and independently by the Interested Party and that any conveyance of the subject property is on a "where is" and "as is" basis without any representation or warranties, expressed or implied, whatsoever.

7. Letter of Interest is Non-Binding. Interested Party acknowledges that this Letter of Interest is for informational purposes and is non-binding. No agreement with the County is binding unless and until there is compliance with the Community Redevelopment Act and a subsequent enforceable agreement is executed by and between the County and the Interested Party. Interested Party understands that the County is under no obligation to expend funds or resources to negotiate with Interested Party or to negotiate exclusively with the Interested Party.

8. Consistency with the Murdock Village CRA Plan

   Explain how the intended use is consistent with the Murdock Village Community Redevelopment Plan, which states:

9. Proposed Structure for the Acquisition of Property. Interested Party desires to explore purchasing **[describe property]** on the following general terms and conditions:

   (A) **[Describe purchase price.]**

   (B) **[Describe conditions.]**

   (C) **[Describe anticipated next steps toward ultimate closing.]**

(D) **[Describe anticipated time periods involved up to and including any closing.]**

(E) **[Describe means of payment and any financing or security structure.]**

(F) **[Describe proposed development of the site including mix of uses and commercial intensity.]**

(G) **[Describe capital investment]**

(H) **Provide any other relevant information.]**