

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031170

1. REQUESTED MOTION:

ACTION REQUESTED: (Option A) - Accept highest bid of \$1,100,000, for the sale of County surplus property located at 15720, 15761, 15790, 15800, and 15900 Park Way, in East Lee County, Florida, referred to as the Idalia property, or (Option B) - reject all bids submitted. Please refer to second page of this "blue sheet" for further Board consideration to Action Requested.

WHY ACTION IS NECESSARY: Board to decide on final disposition of real property.

WHAT ACTION ACCOMPLISHES: Provides staff with direction on this county-owned property.

2. DEPARTMENTAL CATEGORY: 6
COMMISSION DISTRICT # 5

ALA

3. MEETING DATE:

10-14-2003

4. AGENDA:

6. REQUESTOR OF INFORMATION:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE 125
 ORDINANCE 02-34
 ADMIN. CODE
 OTHER
Blue Sheet No. 20000827

A. COMMISSIONER
B. DEPARTMENT Independent
C. DIVISION County Lands TLM 9/30/03
BY: Karen L.W. Forsyth, Director *KLF*

7. BACKGROUND:

The Division of County Lands has solicited sealed bids for the sale of property located at 15720, 15761, 15790, 15800, and 15900 Park Way in East Lee County (Olga area) in accordance with County Ordinance 02-34. The property is further identified as STRAP Nos. 22-43-26-02-0000C.0010, 22-43-26-02-0000H.0010, 22-43-26-02-0000H.0100, 22-43-26-02-0000H.0110, and 22-43-26-02-01004.0010. The property had previously been placed out for bid under the statutory process in June 2002. Upon recommendation of staff, the bids received at that time were rejected by the Board, and the property was retained.

Notice of the current solicitation for bids was through the following methods: County Lands Web page beginning July 21, 2003; and mailed notice to names on surplus lands mailing list. Bids were opened on September 12, 2003. The highest bid was submitted by James Doyle and Valynia Doyle, in the amount of \$1,100,000.

The appraised value of the property as of July 14, 2003 is \$875,000. The property was appraised by David C. Vaughan, MAI, of Diversified Appraisal, Inc.

Attachments: Real Estate Sales Agreement, County Deed, Bid Tabulation Sheet, Bid Specifications, Appraisal Data, and Vicinity Map

8. MANAGEMENT RECOMMENDATIONS: County Lands staff recommends the property be sold to the highest bidder for \$1,100,00. The offer is \$250,000 above the property's appraised market value, and the bidder's intended use is compatible with the surrounding neighborhood of single family homes.

9. RECOMMENDED APPROVAL:

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services | | | | G County Manager |
|-----------------------------|------------------------------------|-------------------------|------------|------------------------------------|-----------------------|-----------------------|-------------------------|-----------------------|-----------------------|
| <i>K. Forsyth</i> | | | | <i>John W. Neeson 10-01-03</i> | <i>OA 10/1/03</i> | <i>OM 10/1/03</i> | <i>Risk 10/2/03</i> | <i>GC 10/2/03</i> | <i>HS 10.2.03</i> |

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
Date: 10/1/03
Time: 9:15 AM
Forwarded To:
Co. Adm.
10/1/03 7 AM

RECEIVED BY
COUNTY ADMIN: *EW*
10/1
9:35 am '03
COUNTY ADMIN
FORWARDED TO: *HS*
10/2 5 PM

BLUE SHEET NO. 20031170

Option A:

If the Board's decision is to accept the highest bid and dispose of the surplus property, then the Action Requested should also approve the Real Estate Sales Agreement; authorize the chairman to execute the County Deed, and authorize the Division of County Lands to handle and accept all documentation necessary to complete the transaction.

If the property is sold, the Board needs to decide where the proceeds are to be utilized:

Options:

- 1) Expansion/development of parks in the East Lee County area
- 2) Water access improvements
- 3) Other, at Board's discretion

Funds for County Lands time charges are to be deposited into
Account: 20861730100.369900.9018 - \$4,650

Option B:

Should the Board's decision be to retain the property, a County department needs to be designated to maintain and monitor the site in order to address illegal dumping, littering, and trespassing complaints from the neighborhood residents.

This document prepared by
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

STRAP No: 22-43-26-02-0000C.0010, 22-43-26-02-0000H.0010,
22-43-26-02-0000H.0100, 22-43-26-02-0000H.0110 and
22-43-26-02-01004.0010

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this _____ day of _____, 2003, between LEE COUNTY, a political subdivision of the State of Florida, (Seller), and JAMES R. DOYLE and VALYNIA L. DOYLE, Husband and Wife, (Buyer) whose address is 15200 Kilbirnie Drive, Fort Myers, Florida 33912, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer agrees to purchase all right, title and interest in that certain parcel of land located in Lee County, Florida, and legally described in "Exhibit A" attached to this agreement.

2. **PURCHASE PRICE:** The purchase price for the property is \$1,100,000.00, payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$110,000.00 from Buyer as a deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, Seller will convey to Buyer title to the property by Statutory Deed. The parties understand and agree that Buyer is purchasing the property in an "as is" condition and no express or implied warranties or guarantees exist with respect to marketable title, the condition of structures on the property, or the ability of Buyer to obtain title insurance on the property. Buyer acknowledges responsibility for any inquiries or investigations regarding property title or the condition of structures on the property. The parties also agree that Seller has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the Statutory Deed. Buyer is responsible for all other costs resulting under this agreement including but not limited to documentary stamps on deeds, survey or audit costs, special assessment costs that become payable after closing, broker's fees, and other types of closing costs.

6. TIME AND BINDING AGREEMENT:

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES:

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after 30 days written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

8. CLOSING: Closing shall take place during normal business hours at such location as Seller may select, within 90 days after execution of the Sales Agreement between Buyer and Seller.

9. ASSIGNMENT: The Buyer may not transfer or assign this real estate contract absent express written approval by Lee County acting through its Board of County Commissioners.

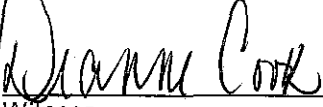
10. AMENDMENT, OTHER AGREEMENTS: Any amendments to the provisions of this agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This agreement represents the entire agreement between the parties.



Witness

GEORGE DORKOS

Printed Name of Witness



Witness

Dianne Cook

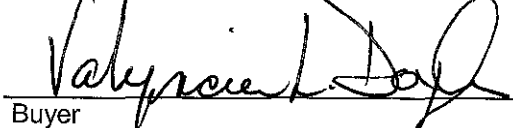
Printed Name of Witness



Buyer

James R. Doyle

Printed Name of Buyer



Buyer

Valyncia L. Doyle

Printed Name of Buyer

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED AS TO FORM

Office of County Attorney

EXHIBIT "A"

Lots 1 through 11, inclusive, Block 4, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida.

AND

Lots 1 through 9, inclusive, Block C, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida, less and except that portion of Block C as conveyed to Central and Southern Florida Flood Control District in Official Record Book 131, Page 274, Public Records of Lee County, Florida.

AND

Lots 1 through 7, inclusive, and Lots 9 through 33, inclusive, Block H, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida.

This Instrument Prepared by:
COUNTY LANDS DIVISION
Post Office Box 398
Fort Myers, Florida 33902-0398

STRAP No. 22-43-26-02-0000C.0010, 22-43-26-02-0000H.0010,
22-43-26-02-0000H.0100, 22-43-26-02-0000H.0110 and
22-43-26-02-01004.0010

THIS SPACE FOR RECORDING

**COUNTY DEED
(Statutory)**

THIS DEED, executed this _____ day of _____, 2003, by **LEE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to **JAMES R. DOYLE and VALYNIA L. DOYLE, Husband and Wife**, whose address is 15200 Kilbirnie Drive, Fort Myers, Florida 33912, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE ATTACHED EXHIBIT "A"

In accordance with Florida Statutes s. 270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, the right of entry with respect to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County is hereby released if the subject parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the aggregate under the same ownership.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

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AND

Lots 1 through 9, inclusive, Block C, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida, less and except that portion of Block C as conveyed to Central and Southern Florida Flood Control District in Official Record Book 131, Page 274, Public Records of Lee County, Florida.

AND

Lots 1 through 7, inclusive, and Lots 9 through 33, inclusive, Block H, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida.

September 12, 2003

Page 1 of 2

Listed in order from highest to lowest bid received. Negotiations will begin with the highest bidder within 7 to 10 business days and will continue for a maximum of 30 days. If negotiations are unsuccessful with the highest bidder after the maximum 30-day negotiation period, the second highest bidder will be contacted to ascertain if they remain interested in negotiating on this property, and so on.

| Submitted by: Bid Signed Y/N | Submitted by Rep/Agent Authorization Submitted Y/N | Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit* Form of Deposit | Required No. of Copies Y/N | Special Terms and Conditions Y/N |
|--|--|--|-------------------------------|---|
| James + Valyncia Doyle 15200 Kilbirnie Drive Fort Myers, FL 33912 Y | N | \$1,100,000.00 Y \$110,000.00 CHECK | Y | N |
| Realmark Group LLC, a Florida Limited Liability Company 1900 Lagoon Lane Cape Coral Fl 33914 Y | N | \$1,080,100.00 Y \$108,010.00 CHECK | Y | N |
| Mike Greenwell 12250 N. River Road Alva, FL 33920 Y | N | \$1,001,000.00 Y \$100,100.00 CHECK | Y | Y Acceptable to County Lands Division Director |
| Mario Cosantini Trust 10030 Gulf Shore Drive Naples, FL 34108 Y | N | \$916,000.00 Y \$91,600.00 CHECK | Y | Y Acceptable to County Lands Division Director |
| Glenn P. Twigg and Betty Twigg (Florida Licensed Realtor) 4981 Galt Island Avenue St. James City, FL 33956 Y | N | \$800,000.00 Y \$80,000.00 CHECK | | Y Acceptable to County Lands Division Director |

September 12, 2003

Page 2 of 2

| Submitted by: Bid Signed Y/N | Submitted by Rep/Agent Authorization Submitted Y/N | Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit* Form of Deposit | Required No. of Copies Y/N | Special Terms and Conditions Y/N |
|---|--|--|-------------------------------|---|
| John Richard Westenbarger 111, AKA J.R. Westen, Trustee of the Westenbarger Trust Dated 7/16/97, + George Edward Westenbarger, an individual 1521 SW 54 th Terrace Cape Coral, FL 33914 Y | N | \$750,000.00 Y TWO (2) CHECKS IN THE AMOUNT OF \$37,500 EACH | Y | Y NOT ACCEPTABLE TO COUNTY LANDS DIVISION DIRECTOR |

*All checks, other than that of the highest bidder will be returned to those parties who were not the highest bidder, via certified mail, return receipt requested, or contacting and making special arrangements with the Property Acquisition Agent assigned to this property, Teresa Mann.



Division of County Lands

LEE COUNTY
Southwest Florida

Surplus Lands
Request for Bids
Under County Bid Sale Procedure

Title: Idalia Subdivision

Property Location: 15720, 15761, 15790, 15800, and 15900 Park Way,
Fort Myers, FL

Deadline for
Submittal of Bids: September 12, 2003 at 2:30 PM

Contact:

Division of County Lands

Phone 239.479.8505
FAX 239.479.8391

Street Address:
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

Mailing Address:
P.O. Box 398
Fort Myers, FL 33902

Pre-Bid Meeting : None

Attachments: General Conditions
Detailed Specifications
Bid Submittal Form

GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF COUNTY LANDS, until 2:30pm on the date specified on the cover sheet of this "Request for Bids", and opened immediately thereafter by the County Lands Director or designee.

Any question regarding this solicitation should be directed to the Agent listed on the cover page of this solicitation, or by calling the Division of County Lands at (239) 479-8505.

1. SUBMISSION OF BID:

- a. Bids shall be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words "Sealed Bid"
 2. Name of the individual or entity submitting the bid
 3. Title of the bid
- b. The Bid shall be submitted in duplicate as follows:
 1. The original consisting of the Lee County Bid forms completed and signed.
 2. A copy of the original Bid forms for the County Lands Director.
- c. **ALTERNATE BID:** If the Bidder elects to submit more than one bid, then the bids should be submitted in separate envelopes and marked as indicated above. The second, or alternate bid should be marked as "Alternate".
- d. **BIDS RECEIVED LATE:** It is the Bidder's responsibility to ensure that bid is received by the Division of County Lands prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the Bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount and the deposit amount, the total bid amount will prevail and will be considered the bid price.
- f. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw should

be made in writing to the County Lands Director, who will approve or disapprove of the request.

- g. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- h. **EXECUTION OF BID:** All bids shall contain the signature of the Bidder or an authorized representative of the Bidder in the space provided on the bid proposal form. All bids shall be typed or printed in ink. The Bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded Bidder and their representatives shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the sale and purchase of real property.

3. **PRE-BID CONFERENCE**

A pre-bid conference may be held. The location, date, and time specified is located on the cover of this solicitation. Attendance at pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a bid attend.

In the event attendance at pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the Bidder to ensure that they are represented at the pre-bid. Only those Bidders who attend the pre-bid conference will be allowed to bid on this property.

4. **BIDDERS LIST MAINTENANCE**

A Bidder should respond to "Request for Bids" in order to be kept on the Bidder's List. Failure to respond to three different "Request for Bids" may result in the Bidder being removed from the Bidder's List. A Bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a bid prior to the Bid receipt deadline.
- b. Submission of a "no bid" notice prior to the Bid receipt deadline.

5. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the Detailed Specifications, then the Detailed Specifications shall prevail.

6. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the bid response. This information may be accepted after opening, but no later than 10 calendar days after request.

7. **CONFIDENTIALITY**

Bidders should be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality.

8. **ANTI-LOBBYING CLAUSE**

All persons are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, nor Lee County staff members, are to be lobbied, either individually or collectively, concerning this bid request. Those who intend to submit bids, or have submitted bids, for this property are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the bid process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this bid request.

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE SALE OF PROPERTY
LOCATED AT 15720, 15761, 15790, 15800, and 15900 Park Way
FORT MYERS, FLORIDA**

SCOPE

Lee County desires to sell vacant surplus property at 15720, 15761, 15790, 15800, and 15900 Park Way, in Fort Myers, Florida. The property is located on the South side of the Caloosahatchee River, east of Fort Myers, approximately 1/4 mile west of the Franklin Locks and 1/2 mile north of State Road 80 (Palm Beach Boulevard).

The property contains a combined total of approximately 12.46 acres. The STRAP Numbers are 22-43-26-02-0000C.0010; 22-43-26-02-0000H.0010; 22-43-26-02-0000H.0100; 22-43-26-02-0000H.0110; 22-43-26-02-01004.0010

The property is currently zoned AG-2.

See additional site information on Attachment "A"

The property contains areas where illegal dumping has occurred. The site will be cleaned of waste/debris by the County prior to any closing.

The County will have a Phase I - Environmental Site Assessment performed prior to any closing and provide a copy of the report to Buyer.

The property is offered for sale on an "as is" basis. No actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given. Conditional quotes may be considered non-responsive.

BASIS OF AWARD

The bidder offering the highest bid for the specified parcel will have the opportunity to negotiate a purchase agreement. However, the County reserves the right to reject any and all quotes, at its sole discretion.

The execution of a Real Estate Agreement will be required of the successful Bidder for presentation to the Lee County Board of County Commissioners (see Attachment B).

DEED RESTRICTION & EASEMENT

Conveyance of title shall be without warranties in the form of a COUNTY DEED pursuant to Florida Statute 125.411. (See Attachment C)

The property is subject to any easements, restrictions, reservations, and rights of record.

QUOTE DEPOSIT/LETTER OF AUTHORIZATION

Each bid must be accompanied by a deposit of U.S. dollars in the form of a certified check or cashier's check or money order (made out to the Lee County Board of County Commissioners), in the amount of 10% of the amount bid. No cash or personal checks will be accepted. Any bids received with such funds will not be considered. The County will have the right to retain as its own, such deposit, should award be made and bidder fails or refuses to complete the purchase, per the specification.

If the bid is submitted by a personal representative/agent, a letter of authorization to act on behalf of the bidder is required.

DUE DILIGENCE

Interested parties are encouraged to complete their own due diligence, including a site inspection prior to bidding. Failure to do so will be at the bidder's risk. This specification was prepared with the best information available, however, no warranties shall be implied.

BUYER'S RESPONSIBILITIES

The bidder whose offer the County deems to be the highest acceptable bid shall have 30 days to negotiate a Purchase Agreement and thereafter shall have 90 days, upon acceptance by the Board of County Commissioners, to complete the transfer process, pay the remainder of the purchase price, and all closing costs. The purchase and transfer will be completed through the Lee County Division of County Lands.

Unless negotiated otherwise, all costs of the sale will be paid by the Buyer, to include, but not be limited to transfer fees, documentary stamps, recording fees, preparation of documents, etc.

MINIMUM OFFER

The County will not set a minimum bid, however, the County reserves the right to reject any and all bids.

Appraisal Report dated July 14, 2003, performed by Diversified Appraisal, Inc., is available for **review** at the Lee County Division of County Lands, 1500 Monroe Street, Fort Myers, Florida. Call Teresa Mann at (239) 479-8505 for an appointment.

CONTACT

For information regarding bidding procedures or additional information regarding the property, contact Teresa Mann, Property Acquisition Agent, at the Division of County Lands at (239) 479-8505.

Attachment "A"

COUNTY-OWNED PROPERTY IN IDALIA SUBDIVISION

LEGAL DESCRIPTION

Lots 1-9, inclusive, Block C, Idalia Subdivision, Plat Book 3, Page 30, less and except that portion conveyed to Central & Southern Flood Control District in OR Book 131, Page 274.

Lots 1-11, inclusive, Block 4, Idalia Subdivision, Plat Book 3, Page 30.

Lots 1-7, inclusive, and Lots 9-33, inclusive, Block H, Idalia Subdivision, Plat Book 3, Page 30.

STRAP Nos. 22-43-26-02-0000C.0010
22-43-26-02-0000H.0010
22-43-26-02-0000H.0100
22-43-26-02-0000H.0110
22-43-26-02-01004.0010

ACQUISITION

All the above referenced property was acquired by Lee County in 1945 by virtue of Chancery Order Book 22, Page 64, for delinquent taxes, **with the exception of the following two parcels:**

Lot 10, Block H, Idalia Subdivision (Purchased 1/1991)
and
Lots 11, 12 and 13, Block H, Idalia Subdivision (Purchased 4/1991)

These parcels were purchased through Idalia CIP Project No. 1615. The Idalia Tree Farm Project was deleted from the Capital Improvement Program in 10/1991.

SIZE

Lots 1-11, Block 4, are approximately 25' x 140' per lot

Lots 1-7, and Lots 9-33, Block H (32 total lots) (21 lots are approx. 50' X 225') (remaining lots vary in size)

Lots 1-9, Block C, vary in size (largest lot is 100' X 250' to the smallest 100' X 73')

Attachment "A"

SITE DATA

Property is vacant land located on the south side of the Caloosahatchee River in East Fort Myers, approximately 1/4 mile west of the Franklin Locks. The location is approximately 1/2 mile north of State Road 80 (Palm Beach Boulevard).

At one time this site was utilized by Lee County D.O.T. as a spoil site. According to DOT Operations the site has not been used for approximately 10-15 years for said purpose.

Property contains some native vegetation (cabbage palms, palmetto, oak & pine trees)

Overgrowth in certain areas with Brazilian Pepper.

The property was surveyed by K & T Survey Group in 8/96. The survey indicates the combined parcel contains a total of 12.46 acres.

The roads are shown on the Idalia Subdivision plat recorded in Plat Book 3, Page 30. However, some of the roads in the subdivision have not been constructed (Park Way-between Block C & H, East Court Place-westerly side of Block 4, Laurel Way-southerly side of Block H, and Magnolia Avenue-easterly side of Block H & C). The majority of the roads within the remaining portions of the subdivision are built.

Utilities available to the area include telephone and electric service. Water must be obtained by well and pump, while sewage must be disposed of by septic tanks, subject to an approved percolation test.

Appraisal Report dated July 14, 2003, performed by Diversified Appraisal, Inc., indicates a value of \$875,000. This report is available for review at the Division of County Lands, 1500 Monroe Street, Fort Myers, Florida. Call Teresa Mann at (239) 479-8505 for an appointment..

This document prepared by
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

STRAP No: 22-43-26-02-0000C.0010, 22-43-26-02-0000H.0010,
22-43-26-02-0000H.0100, 22-43-26-02-0000H.0110 and
22-43-26-02-01004.0010

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this _____ day of _____, 20____, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and _____ (Buyer) whose address is _____, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer agrees to purchase all right, title and interest in that certain parcel of land located in Lee County, Florida, and legally described in "Exhibit A" attached to this agreement.

2. **PURCHASE PRICE:** The purchase price for the property is \$ _____, payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$ _____ from Buyer as a deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, Seller will convey to Buyer title to the property by Statutory Deed. The parties understand and agree that Buyer is purchasing the property in an "as is" condition and no express or implied warranties or guarantees exist with respect to marketable title, the condition of structures on the property, or the ability of Buyer to obtain title insurance on the property. Buyer acknowledges responsibility for any inquiries or investigations regarding property title or the condition of structures on the property. The parties also agree that Seller has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the Statutory Deed. Buyer is responsible for all other costs resulting under this agreement including but not limited to documentary stamps on deeds, survey or audit costs, special assessment costs that become payable after closing, broker's fees, and other types of closing costs.

6. TIME AND BINDING AGREEMENT:

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES:

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after 30 days written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

8. CLOSING: Closing shall take place during normal business hours at such location as Seller may select, within _____ days after execution of the Sales Agreement between Buyer and Seller.

9. ASSIGNMENT: The Buyer may not transfer or assign this real estate contract absent express written approval by Lee County acting through its Board of County Commissioners.

10. AMENDMENT, OTHER AGREEMENTS: Any amendments to the provisions of this agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This agreement represents the entire agreement between the parties.

Witness

Buyer

Printed Name of Witness

Printed Name of Buyer

Witness

Buyer

Printed Name of Witness

Printed Name of Buyer

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

Office of County Attorney

EXHIBIT "A"

Lots 1 through 11, inclusive, Block 4, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida.

AND

Lots 1 through 9, inclusive, Block C, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida, less and except that portion of Block C as conveyed to Central and Southern Florida Flood Control District in Official Record Book 131, Page 274, Public Records of Lee County, Florida.

AND

Lots 1 through 7, inclusive, and Lots 9 through 33, inclusive, Block H, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida.

This Instrument Prepared by:
COUNTY LANDS DIVISION
Post Office Box 398
Fort Myers, Florida 33902-0398

ATTACHMENT "C"

STRAP No. 22-43-26-02-0000C.0010, 22-43-26-02-0000H.0010,
22-43-26-02-0000H.0100, 22-43-26-02-0000H.0110 and
22-43-26-02-01004.0010

THIS SPACE FOR RECORDING

**COUNTY DEED
(Statutory)**

THIS DEED, executed this ___ day of _____, 200___, by **LEE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to _____, whose address is _____, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE ATTACHED EXHIBIT "A"

In accordance with Florida Statutes s. 270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, the right of entry with respect to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County is hereby released if the subject parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the aggregate under the same ownership.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

EXHIBIT "A"

Lots 1 through 11, inclusive, Block 4, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida.

AND

Lots 1 through 9, inclusive, Block C, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida, less and except that portion of Block C as conveyed to Central and Southern Florida Flood Control District in Official Record Book 131, Page 274, Public Records of Lee County, Florida.

AND

Lots 1 through 7, inclusive, and Lots 9 through 33, inclusive, Block H, Idalia, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 30, Public Records of Lee County, Florida.



LEE COUNTY
SOUTHWEST FLORIDA
Division of County Lands

BID SUBMITTAL FORM

TITLE OF BID: Idalia Subdivision

| | |
|---|--|
| Bidder Contact Information: | |
| Bidder Name | |
| Mailing Address | |
| City, State, Postal Code and Country (if other than USA) | |
| Area Code and Telephone Number | |
| Area Code and Facsimile Number | |
| E-mail Address, if available | |

| | |
|--------------------------------------|----|
| Bid Amount | \$ |
| Enclosed Deposit (10% of Bid Amount) | \$ |

Bidders should carefully read all the terms and conditions of the specifications. Any representation of special terms or conditions may be grounds to reject the bid.

Are there any special terms or conditions?

Yes No

Failure to clearly identify any special terms or conditions in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the County.

Special Terms or Conditions, if Any:

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein by reference, the Undersigned hereby submits this bid which meet these specifications.

Signature

Date

Printed Name

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

Ted A. Dickey, MAI
State-Certified General Appraiser
Certification #0000570

David C. Vaughan, MAI, MBA
State-Certified General Appraiser
Certification #0000569



15 July 2003



Lee County Division of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398

Attn: Ms. Teresa Mann

RE: Job #070310 - Update Restricted Appraisal Report of Proposed
Idalia Surplus Lands, Project #8617, Lee
County, Florida, STA #40

Dear Ms. Mann:

As you requested, a detailed on-site inspection and analysis was made of the subject property on 14 July 2003. Within the original appraisal report, please find enclosed a detailed description of the subject property.

This is an Update Appraisal Report. This report is to be used in conjunction with the original report with an effective date of valuation as of 28 June 2002. The original report is a summary appraisal report, and this update report is to be used in conjunction with that report. An update report is a permitted departure from specific guidelines for real property appraisal. It is covered under Statement on Appraisal Standards No. 7 and Advisory Opinion AO-3. An update involves a combination of incorporation by reference from an original report and description and analysis of changes in conditions between the effective date of the update and the prior report. In this instance, three conditions have been met, which will allow an update to be applicable.

1. The original appraiser/firm and client are involved.
- b) The real estate has undergone no significant change since the original appraisal.
- c) The time period between the effective date of the original appraisal (or most recent update) and the

Lee County
Page Two
15 July 2003

effective date of the pending update is not unreasonably long for the type of real estate involved.

I have prepared the following appraisal assignment on your behalf. This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(c) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents only minimal discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documents concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of our client and is for the intended use stated herein.

The valuation conclusions within the report are results of a limited appraisal process. A limited appraisal process means that certain allowable departures from specific guidelines of the Uniform Standards of Professional Appraisal Practice were invoked.

It is important to note that the use of a limited appraisal could adversely affect the reliability of the value conclusions within the report.

Both the client and any other reader of the report are warned that the reliability of the value conclusions provided may be affected to the degree that there is departure from specific guidelines of the Uniform Standards of Professional Appraisal Practice. A limited appraisal is in accordance with the prior agreement between David C. Vaughan, MAI, the appraiser and the client.

This assumption makes the appraisal a limited appraisal process by virtue of the highest and best use analysis of the property. Referencing the Uniform Standards of Professional Appraisal Practice, the main departure is from Standards Rule 1-3(a) & (b), which states in developing a real property appraisal, an appraiser must observe the following specific guidelines:

- a) identify and analyze the effect on use and value of existing land use regulations, reasonably probable modifications of such land use regulation, economic demand, the physical adaptability of the real estate, and market area trends; and
- b) develop an opinion of the highest and best use of the real estate.

Lee County
Page Three
15 July 2003

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. Mr. David C. Vaughan has complied with the Uniform Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

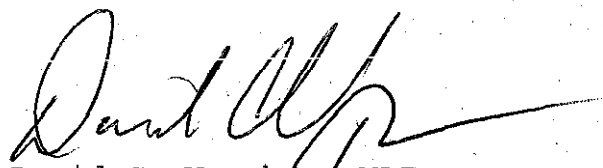
The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials or substances are found on the site, then this appraisal is subject to re-analysis. The appraiser is not an expert in this field.

The subject property is appraised as of 14 July 2003, the date of a detailed on-site inspection, which was made by David C. Vaughan, MAI.

Based on my inspection, analysis, and data research, and information contained in the appraiser's work file, it is my opinion that the undivided fee simple interest of the subject property, "as is" and as of 14 July 2003, is:

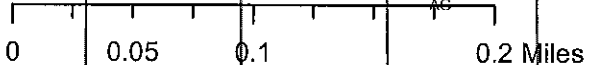
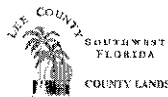
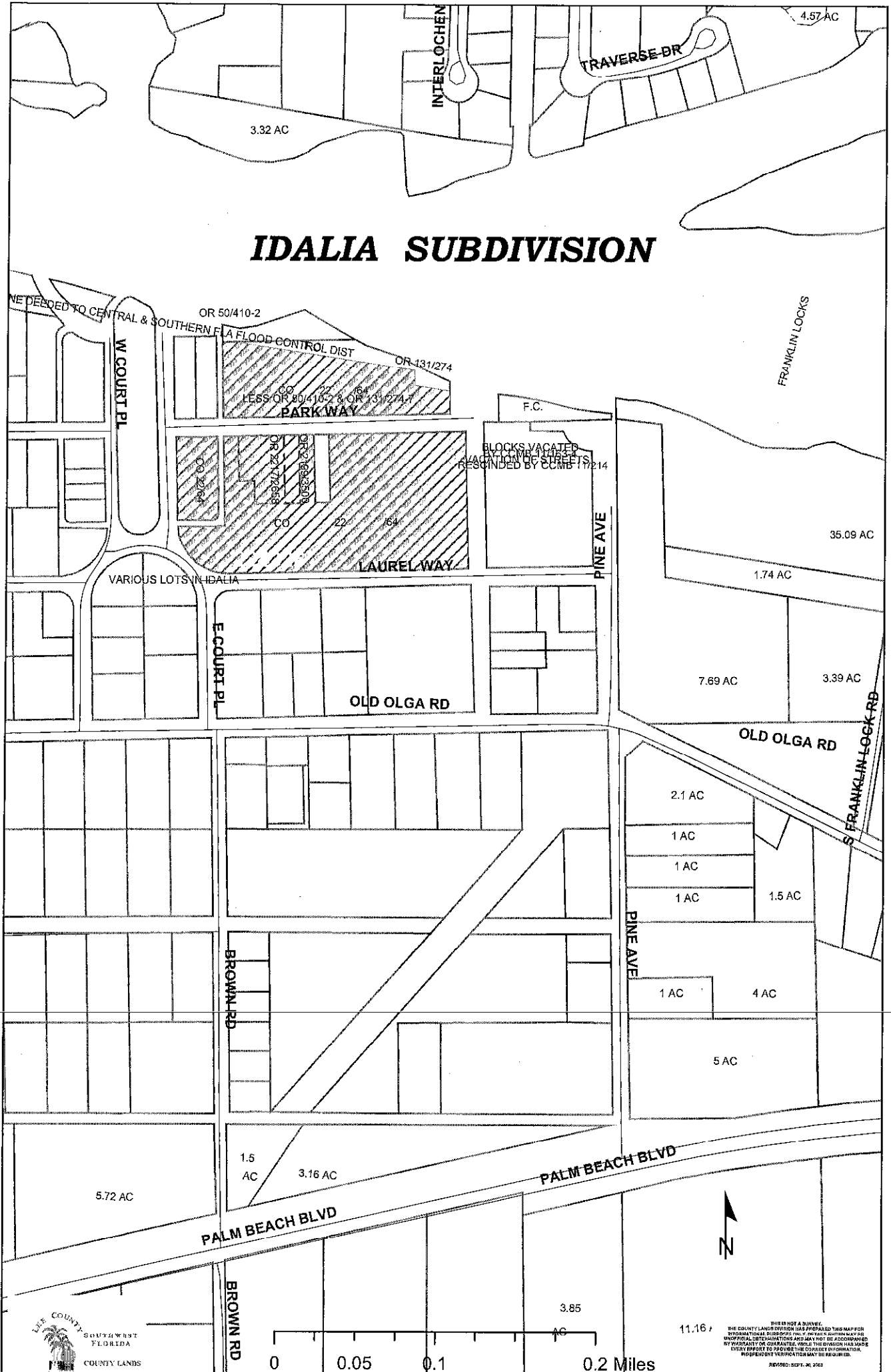
EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS. (\$875,000)

Sincerely,



David C. Vaughan, MAI
State-Certified General Appraiser
Certification #0000569

IDALIA SUBDIVISION



THIS IS NOT A SURVEY.
 THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
 INFORMATIONAL PURPOSES ONLY. NO WARRANTY OR GUARANTEE IS
 MADE BY THE DIVISION AS TO THE ACCURACY OF THE INFORMATION
 PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING
 INDEPENDENT VERIFICATION OF THE INFORMATION.
 REVISION: SEPT. 30, 2003