DEADLINE TO SUBMIT BIDS

December 1, 2025, by 12:00 noon



BOARD OF COUNTY COMMISSIONERS

Lee County Surplus Land County Sale - Request for Bids Sealed Bid Procedure

Title of Bid: County Surplus Land Sale – 631 Lydia St.

Property Location: 631 Lydia St. Lehigh Acres, FL 33902

STRAP No. 28-45-27-L4-09038.0560

Contact name and mailing address:

Ryan Lauer Lee County, Department of County Lands 1500 Monroe Street, 4th Floor Fort Myers, FL 33901

Phone: (239) 533-8380

Email: RLauer@leegov.com

Enclosures:

- 1. Bid Submittal Form
- 2. Aerial Map
- 3. Lee County Property Appraiser Property Data
- 4. General Conditions
- 5. Real Estate Sales Agreement
- 6. County Deed (Statutory) (DRAFT)



DEADLINE TO SUBMIT BIDS December 1, 2025, by 12:00 noon

BID SUBMITTAL FORM

TITLE OF BID: County Surplus Land Sale - 631 Lydia St

STRAP No: 28-45-27-L4-09038.0560

Bidder Contact Information:	
Bidder Name	
Mailing Address	
Street, City, State, Zip Code	
Country (if other than USA)	
Telephone Number	
E-mail Address	
Bid Amount	\$
England Danceit (100/ of Rid Amount)	\$
Enclosed Deposit (10% of Bid Amount)	\$
	e has carefully examined and fully understands the corporated herein by reference, and agrees to abide by therein.
	. 2025
Signature	Date
Printed Name	
FIIIILEU INAIIIE	







631 Lydia St, Lehigh Acres



Surplus Land Sale STRAP No.: 28-45-27-L4-09038.0560

DATE Nov 2025

PROJECT Surplus Misc. S-T-R 28-45-27 SCALE NTS

SHEET 1 of 1





Property Data

STRAP: 28-45-27-L4-09038.0560 Folio ID: 10433367

Tax Roll Value Letter 2024 v

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Owner Of Record - Sole Owner [Change Mailing Address]



LEE COUNTY PO BOX 398 FORT MYERS FL 33902

🖶 Site Address Site Address maintained by E911 Program Addressing

631 LYDIA ST LEHIGH ACRES FL 33974

Property Description Do not use for legal documents!



View Recorded Plat at LeeClerk.org - Use this link to do an Official Records search on the Lee County Clerk of Courts website, using 20 and 63 for the book and page numbers.

Attributes and Location Details

Total Bedrooms / Bathrooms 0 N/A 1st Year Building on Tax Roll 😉 Historic Designation Nο

Range Section Block Lot **Township** 28 090380560 Municipality Latitude Longitude Lee County Unincorporated - L (Newer Subdivisions) 26.53398-81.61712

View Parcel on Google Maps

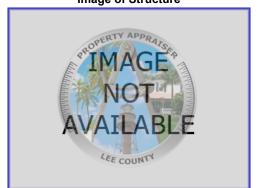
[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Image of Structure





Property Values / Exemptions / TRIM Notices

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Exemption **Amount**

Local Government 4,250.00

TRIM Notices	Tax Year	Just	Land	Market Assessed	Capped Assessed	Exemptions	Classified Use	Taxable
2025 / Additional	2025 (TRIM	4,250	4,250	4,250	4,250	4,250	0	0
Info	Value)							

2024 / Additional Info	2024 (Final Value)	4,250	4,250	4,250	4,250	4,250	0	0
	2023 (Final Value)	4,250	4,250	4,250	4,250	4,250	0	0
Info	2020 (: ra)	.,200	.,200	.,200	.,255	.,200		
2022 / Additional	2022 (Final Value)	4,250	4,250	4,250	4,250	4,250	0	0
Info								
	2021 (Final Value)	4,250	4,250	4,250	4,125	4,125	0	0
Info	0000 (F: 1) (1)	0.750	0.750	0.750	0.750	0.750		
Info	2020 (Final Value)	3,750	3,750	3,750	3,750	3,750	0	0
	2019 (Final Value)	3,700	3,700	3,700	3,700	3,700	0	0
Info	2010 (I mai value)	0,700	0,700	0,700	0,700	0,700	Ĭ	
	2018 (Final Value)	3,700	3,700	3,700	3,700	3,700	0	0
Info		,	,	,	,	,		
2017 / Additional	2017 (Final Value)	4,000	4,000	4,000	3,367	3,367	0	0
Info								
2016	2016 (Final Value)	4,000	4,000	4,000	3,061	3,061	0	0
2015	2015 (Final Value)	2,900	2,900	2,900	2,783	2,783	0	0
2014	2014 (Final Value)	2,585	2,585	2,585	2,530	2,530	0	0
2012	2013 (Final Value) 2012 (Final Value)	2,300 2,300	2,300 2,300	2,300 2,300	2,300 2,300	2,300 2,300	0	0
2012	2012 (Final Value)	3,100	3,100	3,100	3,100	3,100	0	0
2010	2010 (Final Value)	3,100	3,100	3,100	3,100	3,100	0	0
2010	2009 (Final Value)	4,000	4,000	4.000	4.000	4,000	0	0
	2008 (Final Value)	9,150	9,150	9,150	9,150	9,150		0
	2007 (Final Value)	23,000	23,000	0	23,000	23,000	0	0
	2006 (Final Value)	42,500	42,500	0	42,500	42,500	0	0
	2005 (Final Value)	17,000	17,000	0	17,000	17,000	0	0
	2004 (Final Value)	3,800	3,800	0	3,800	3,800	0	0
	2003 (Final Value)	1,200	1,200	0	1,200	1,200	0	0
	2002 (Final Value)	1,000	1,000	0	1,000	1,000	0	0
	2001 (Final Value)	1,000	1,000	0	1,000	1,000	0	0
	2000 (Final Value)	1,000	1,000	0	1,000	1,000	0	0
	1999 (Final Value)	1,000	1,000	0	1,000	1,000	0	0
	1998 (Final Value)	1,000 1,100	1,000 1,100	0	1,000 1,100	1,000 1,100	0	0
	1997 (Final Value)	1,100	1,100	0	1,100	1,100	-	0
	1995 (Final Value)	1,100	1,100	0	1,100	1,100	0	0
	1994 (Final Value)	1,100	1,100	0	1,100	1,100	0	0
	1993 (Final Value)	1,100	1,100	0	1,100	1,100	-	0
	1992 (Final Value)	1,100	1,100	0	1,100	1,100	0	0
	, , , , , ,	,,	,	-1	,,	,	-1	-

The Just value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to Fair Market Value we produce and is dated as of January 1st of the tax year in question (F.A.C. 12D-1.002).

The **Land** value is the portion of the total parcel assessment attributed to the land.

The Market Assessed value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the Highest and Best Use standard or the Present Use standard (F.S. 193.011). For Agriculturally Classified parcels (or parts thereof), only agricultural uses are considered in the assessment (F.S. 193.461 (6) (a)). The difference between the Highest and Best Use/Present Use and the Agricultural Use is often referred to as the Agricultural Exemption. (i.e. Market Assessed = Just - Agricultural Exemption)

The Capped Assessed value is the Market Assessment after any Save Our Homes or 10% Assessment Limitation cap is applied. This assessment cap is applied to all properties and limits year-to-year assessment increases to either the Consumer Price Index or 3%, whichever is lower for Homestead properties OR 10% for non-Homestead properties.

The **Exemptions** value is the total amount of all exemptions on the parcel.

The Taxable value is the Capped Assessment after exemptions (Homestead, etc.) are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes.

(i.e. Taxable = Capped Assessed - Exemptions)

Property Details (Current as of 8/27/2025)



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Land

Land Tracts

Use Code Use Code Description Number of Units Unit of Measure 0 Vacant Residential 1.00 Lot



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Land

Land Tracts

 Use Code
 Use Code Description
 Number of Units
 Unit of Measure

 0
 Vacant Residential
 1.00
 Lot

Taxing Authorities

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LEHIGH ACRES FIRE & LIGHT / 048

LEHIGH ACRES FIRE & LIGHT / 048							
Name / Code	Category	Mailing Address					
LEE CO GENERAL REVENUE / 044	County	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398					
LEE CO ALL HAZARDS PROTECTION DIST / 101	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398					
LEE CO UNINCORPORATED MSTU / 020	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398					
LEE COUNTY LIBRARY DIST / 052	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398					
LEHIGH ACRES STREET LIGHTING UNIT MSTU / 055	Dependent District	LEE COUNTY MSTU/MSBU PO BOX 398 FORT MYERS FL 33902-0398					
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DIST / 350	0 Drainage	LEHIGH ACRES MUNICIPAL SERVICES 601 E COUNTY LN LEHIGH ACRES FL 33936					
LEE CO HYACINTH CONTROL DIST / 051	Independent District	LEE CO HYACINTH CONTROL DIST 15191 HOMESTEAD RD LEHIGH ACRES FL 33971					
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	LEE CO MOSQUITO CONTROL DIST 15191 HOMESTEAD RD LEHIGH ACRES FL 33971					
LEHIGH ACRES FIRE CONTROL & RESCUE / 054	Independent District	LEHIGH ACRES FIRE CONTROL & RESCUE 636 THOMAS SHERWIN AVE S LEHIGH ACRES FL 33974					
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	WEST COAST INLAND NAVIGATION DIST 200 MIAMI AVE E VENICE FL 34285-2408					
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966					
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966					
GREEN CORRIDOR PACE / 363	Special District						
LEHIGH ACRES FIRE CONTROL & RESCUE DIST / 341	Special District						
SFWMD-DISTRICT-WIDE / 110	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406					
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406					

Water District

SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions 9

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Sale Price	Date	Clerk File Number	Туре	Notes	Vacant/ Improved
0.00	05/27/1999	3124/2542	03		V
2,600.00	11/01/1981	1566/1151	07		V

View Recorded Plat at LeeClerk.org

Use the above link to do a search on the Lee County Clerk of Courts website, using 20 and 63 for the book and page numbers and Plats Book for the book type.

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

Building / Construction Permit Data

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Permit Number Permit Type Date

IMPORTANT: THIS MAY NOT BE A COMPREHENSIVE OR TIMELY LISTING OF PERMITS ISSUED FOR THIS PROPERTY.

Note: The Lee County Property Appraiser's Office does not issue or maintain any permit information. The Building / Construction permit data displayed here represents only those records this Office may find necessary to conduct Property Appraiser business. Use of this information is with the understanding that in no way is this to be considered a comprehensive listing of permits for this or any other parcel.

The Date field represents the date the property appraiser received information regarding permit activity; it may or not represent the actual date of permit issuance or completion.

Full, accurate, active and valid permit information for parcels can only be obtained from the appropriate permit issuing agency.

Parcel Numbering History 9

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Prior STRAP Prior Folio ID Renumber Reason Renumber Date

28-45-27-09-00038.0560 N/A Reserved for Renumber ONLY 11/03/2023

Solid Waste (Garbage) Roll Data

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Solid Waste District Roll Type Category Unit / Area Tax Amount

Collection Days

Garbage Recycling Horticulture

Tuesday Tuesday Tuesday

Flood and Storm Information

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Flood Insurance Find my flood zone			Evacuation Zone		
Community	Panel	Version	Date	Evacuation 2011e	
071C	0490	F	8/28/2008	NC	
		Flood Insurance Fi Community Panel	Flood Insurance Find my flood zone Community Panel Version	Flood Insurance Find my flood zone Community Panel Version Date	

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Previous Parcel Number Next Parcel Number New Query Search Results Home



DEADLINE TO SUBMIT BIDS

December 1, 2025, by 12:00 noon ("Bid Expiration Deadline")

DEPARTMENT OF COUNTY LANDS COUNTY SURPLUS LAND SALE – 631 Lydia St. GENERAL CONDITIONS

Questions pertaining to these General Conditions should be directed to **Ryan Lauer**, Lee County Department of County Lands, at (239) 533-8380, or by email at RLauer@leegov.com.

I. SEALED BID PROCEDURE.

- (A) <u>Deadline to Submit Bids</u>. Sealed bids must be received in the office of the Department of County Lands no later than <u>12:00</u> noon on the Bid Expiration Deadline indicated above.
- (B) <u>Mailing Address</u>. Bids must be submitted using the Bid Submittal Form in the bid package and delivered to the following address:

Ryan Lauer

Lee County, Department of County Lands 1500 Monroe Street, 4th Floor Fort Myers, FL 33901

- (C) <u>Sealed Bid Envelope</u>. Bids must be submitted in a sealed envelope, with the following information typed or written on the outside of the envelope:
 - Marked with the words "Sealed Bid"
 - Name of the individual or entity submitting the bid
 - Title of the bid "County Surplus Land Sale 631 Lydia St"

ANY BIDS NOT PROPERLY MARKED WILL BE RETURNED WITHOUT OPENING.

- (D) <u>Deposit</u>. Each bid must be accompanied by a deposit in the form of a CERTIFIED CHECK OR CASHIER'S CHECK payable to the "Lee County Board of County Commissioners," in the amount equal to ten percent (<u>10%</u>) of the bid price.
- (E) <u>Bid Opening Date</u>. The sealed bids will be opened at <u>December 4, 2025 at 2:30 PM</u> (or if the bid opening date falls on a weekend or holiday, on the following business day). Bids will be opened by the Director of County Lands or the Director's designee, at the Lee County Public Works Building, 1500 Monroe St, Conference Room 1B, Fort Myers, FL. Bidders are not required to attend, but are welcome to do so.

- (F) Notification. Following the opening of the bids, the County will notify all bidders as to whether they were or were not the highest bidder. In accordance with Lee County's Surplus Lands Ordinance No. 02-34, and unless the Board of County Commissioners rejects all bids, the highest bidder will be given the first opportunity to negotiate a purchase and sale agreement with the County. If the negotiations with the highest bidder are unsuccessful, the County may proceed to negotiations with the second highest bidder, and the County may continue this process with all bidders, from highest to lowest. In the event there are two highest bidders (tie bids), the County Lands Director may solicit new bids from those two bidders. (It is recommended that bid amounts not be rounded to the nearest \$100, \$1,000 or \$10,000 to avoid tie bids.) The County may not sell the property for a price less than the amount offered by the highest bidder under the sealed bid process. After the County has entered into a Real Estate Sales Agreement with the successful bidder, the County, at its option, may retain the bidder's deposit check, whereupon the bidder will receive a credit against the purchase price equal to said amount at closing, or alternatively, and absent a default by the bidder, the County will return or destroy the deposit check, at the bidder's direction. For deposit checks received by the County from unsuccessful bidders, the County shall return or destroy the checks, at the bidder's direction. The successful bidder is strongly encouraged to utilize a title company or title attorney to assist them with the transaction.
- (G) <u>No Alternate Bids</u>. Each bidder may submit only one bid. If the same bidder submits multiple bids, all bids submitted by such bidder will be returned without opening.
- (H) <u>Completion of Bid Submittal Form</u>. All bids must be signed by the bidder or the bidder's authorized representative in the space provided on the Bid Submittal Form. All bids must be typed or printed in permanent ink. Bids written in erasable ink or lead pencil will be rejected. Any handwritten changes indicated on the Bid Submittal Form must be initialed by the bidder next to the change.
- (I) <u>Bids Received Late</u>. It is the bidder's responsibility to ensure that the bid is received by the Department of County Lands at its offices located at 1500 Monroe Street, 4th Floor, Fort Myers, prior to the Bid Expiration Deadline. Any bid received after the Bid Expiration Deadline will be returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a delivery service (e.g., United States Postal Service, Federal Express, UPS) or for any other reason. *Bids mailed to the County's P.O. Box will not be accepted.*
- (J) <u>Mathematical Errors</u>. If there is a discrepancy between the bid amount and the amount of the deposit check (i.e., if the deposit check is greater than or less than the required 10% of the bid amount), the bid amount will prevail and will be considered the bid price. If the person submitting the bid is the successful bidder and the deposit check is less than the required 10% of the bid price, the bidder will be required to pay the balance of the deposit prior to entering into a Real Estate Sales Agreement with the County.
- (K) <u>Withdrawal of Bid Prior to Bid Expiration Deadline</u>. A bidder may request that his/her bid be withdrawn PRIOR to the Bid Expiration Deadline by notifying the Director of County Lands, who will approve or disapprove the request at the Director's discretion.
- (L) <u>Withdrawal of Bid After Bid Expiration Deadline</u>. Bids may not be withdrawn for a period of ninety (90) days AFTER the Bid Expiration Deadline.

- (M) Minor Errors. The County reserves the right to waive minor errors and irregularities in bids that are submitted.
- (N) <u>Rejection of Bids</u>. The County expects to sell surplus land at fair market value. **THE HIGHEST BID MAY NOT BE ACCEPTED IF IT IS LESS THAN THE FAIR MARKET VALUE OF THE PROPERTY AS DETERMINED BY THE COUNTY**. The Lee County Board of County Commissioners has the right to reject all bids.

II. RULES, REGULATIONS AND LAWS.

The successful bidder and any authorized representative of the bidder must observe and obey all laws, ordinances, rules and regulations of the federal, state, and local governments applicable to the sale and purchase of real property.

III. NO CONFIDENTIALITY.

Following the Bid Expiration Deadline, all bids will be subject to Florida's public records laws and will **not** be afforded confidentiality.

IV. ANTI-LOBBYING CLAUSE.

All persons interested in submitting a bid are hereby placed on formal notice that neither the Lee County Commissioners nor candidates for the Lee County Board of County Commissioners, nor any employees or staff members of the Lee County Government, are to be lobbied, either individually or collectively, concerning the bid process. Persons who intend to submit a bid are hereby placed on formal notice that they are **strictly prohibited** from contacting County personnel for the purpose of arranging a meeting of introduction, meals, or for any other purpose relating to the bid process outside of activities specifically scheduled by the County. A bid submitted by any person who engages in any such lobbying activities is subject to immediate disqualification.

* * *

This instrument prepared by:

Lee County, Department of County Lands 1500 Monroe Street, 4th Floor Fort Myers, FL 33901

Project: County Surplus Land Sale – 631 Lydia St.

THIS AGREEMENT is made this

STRAP No.: 28-45-27-L4-09038.0560

REAL ESTATE SALES AGREEMENT

day of

2025 between LEE COUNTY

a political subdivision of the State of Florida, the mailing address of which is: Lee County Department of County Lands, 1500 Monroe Street, 4 th Floor, Fort Myers, FL 33901 (the "County") and, whose mailing address is ("Buyer" whether one or more than one).
 AGREEMENT TO SELL AND PURCHASE. The County agrees to sell and Buye agrees to purchase all of the County's right, title and interest in property located in Lee County Florida, as more particularly described in the attached Exhibit A (the "Property").
2. PURCHASE PRICE. The purchase price for the Property is \$, payable by certified check at Closing (defined below). Payments to the County shall be made payable to the "Lee County Board of County Commissioners."
3. <u>DEPOSIT</u> . The County acknowledges receipt of a check from Buyer in the amount of as a deposit. At the County's option, the County may retain said deposit, whereby said amount shall be credited against the purchase price at Closing, or alternatively the County may return said check to Buyer at Closing. In the event of Buyer's default, the County may retain the deposit.
4. <u>TITLE</u> . At closing ("Closing"), the County shall convey title to the Property to Buyer by statutory County Deed. The parties understand and agree that Buyer is purchasing the Property ir "as is" condition, with no express or implied warranties or guarantees from the County with respect to marketable title, the physical condition of the Property (including without limitation the condition of structures and other improvements on the Property (if any) and the environmental condition of the Property), the ability of Buyer to obtain title insurance on the Property, or any other matters pertaining to the Property. Buyer is solely responsible for all inquiries and investigations regarding the foregoing, and the County has no obligation or liability for the cost to correct any deficiencies of defects discovered by Buyer through investigation or inquiry, whether discovered before or after the Closing.

5. <u>DOCUMENTS AND EXPENSES</u>.

(A) The County shall prepare and execute the County Deed. Buyer shall pay all closing costs, including without limitation documentary stamps on the deed, recording fees, title exam and title insurance costs if Buyer elects to obtain a title exam and/or title insurance, settlement fees, and survey costs if Buyer elects to obtain a property survey. Buyer represents that Buyer has not engaged a real estate agent or broker in connection with this transaction. If Buyer has utilized a real

estate agent or broker, Buyer shall be solely liable for all brokerage fees and commissions. Except for the County Deed and customary settlement statement, the County shall not be required to execute a seller's title affidavit or any other closing documents.

- (B) Buyer acknowledges that the County is exempt from paying real property taxes, and as such there shall be no proration of real property taxes at Closing. Similarly, there shall be no proration of assessments at Closing; provided, however, that if, prior to Closing, the County has prepaid assessments against the Property, at Closing the County shall receive a credit for prepaid assessments in the amount allocable to the period between the Closing and the date through which such assessments were prepaid. Buyer shall be solely responsible for paying all real property taxes and assessments from and after the Closing.
- **CLOSING**. The Closing shall take place during normal business hours at the County's offices in Fort Myers or at such other location as the County may designate, within thirty (30) days after the County's execution of this Agreement (with the specific date to be designated by the County), or on such later day as the parties may agree upon in writing; provided that if for any reason the County is not ready to close on the designated closing date, the Closing shall occur as soon thereafter as reasonably possible on a mutually agreed upon date. Buyer is strongly advised to retain a title company or title attorney to handle the Closing, in which case the Closing may be held at their offices.

7. FAILURE OF PERFORMANCE.

- (A) If Buyer, through no fault of the County, fails to perform any of Buyer's obligations under this Agreement, the County may, after providing written notice to Buyer as to the default, retain all deposits paid by Buyer as the agreed upon liquidated damages and in full settlement of all claims, and thereafter both parties shall be relieved of all further obligations and liability under this Agreement.
- (B) If the County, through no fault of Buyer, fails to perform any of the County's obligations under this Agreement, and fails to rectify the same within thirty (30) days after receiving written notice thereof from Buyer, Buyer's sole remedy shall be to terminate this Agreement by delivering a written notice of termination to the County, whereupon Buyer shall receive a refund of any deposits paid to the County as agreed upon damages and full settlement of any claims, and thereafter both parties shall be relieved of all further obligations and liability under this Agreement. If Buyer does not exercise such right to terminate and elects to close this transaction, at Closing Buyer shall be deemed to have waived all claims against the County pertaining to the County's failure to perform.
- (C) The prevailing party in any litigation arising out of this Agreement is entitled to receive reasonable attorney's fees, subject to limitations thereof under Florida law as pertains to the County's obligation to make such payments.
- 8. <u>NOTICES</u>. All notices required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by (i) personal delivery, (ii) Federal Express, UPS, or other traceable courier service, or (iii) U.S. certified or registered mail, postage prepaid, return receipt requested; in each case to the parties at their respective addresses set forth in the introductory paragraph of this Agreement or such other address as they may specify from time to time by written notice to the other party given in accordance with this section. Notices shall be deemed given on the day of delivery if personally delivered or delivered by courier, and three (3) business days after deposit in the mail if mailed by U.S. certified or registered mail unless a different

date of receipt is indicated on the return receipt.

- 9. <u>TIME IS OF THE ESSENCE; BINDING AGREEMENT; ASSIGNMENT</u>. Time is of the essence with respect to the Closing date for this transaction. If the date for performing any obligation under this Agreement falls on a weekend or holiday or other day on which Lee County government offices are closed, such date shall be extended to the following business day. The parties' execution of this Agreement creates a binding agreement between the parties, their successors and permitted assigns for the purchase and sale of the Property. Buyer shall not assign Buyer's interests under this Agreement to a third party.
- 10. AMENDMENTS; ENTIRE AGREEMENT; GOVERNING LAW; AUTHORITY. Any and all amendments to this Agreement must be in writing and signed by both parties. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be construed in accordance with the laws of Lee County and the State of Florida. All disputes arising under this Agreement shall be resolved solely in the Circuit Court in Lee County, Florida, and the parties hereby agree that such venue is proper. If Buyer is not a natural person, Buyer represents that the person signing this Agreement on Buyer's behalf has the full right, power and authority to do so and to fully bind Buyer to this Agreement.

WITNESSES:	BUYER: [Name of entity, if buyer is an entity]
	By:
[Signature – witness 1]	Printed Name:
[Printed name - witness 1]	 Title:
[Signature – witness 2]	
[Printed name - witness 2]	<u> </u>

Approved and accepted for and, 2025.	on behalf of Lee County, Florida, this day o
ATTEST: KEVIN C. KARNES CLERK OF CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
BY:	Ву:
Deputy Clerk	Kevin Ruane, Chair
	APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY
	County Attorney's Office
Exhibits: Exhibit A – Legal Description	

EXHIBIT A

LEGAL DESCRIPTION

Lot 56, BLK 38 Unit 9, Lehigh Acres, PB 20 PG 63, OR 1566 PG 1151

* * *

This instrument prepared by:

Lee County, Department of County Lands 1500 Monroe Street, 4th Floor Fort Myers, FL 33901

Fort Myers, FL 33901 Project: County Surplus Land Sale – 631 Lydia St. STRAP No.: 28-45-27-L4-09038.0560 [space above for recording data] **COUNTY DEED** (Statutory) THIS DEED, made this _____ day of _____, 2025, by LEE COUNTY, FLORIDA, a political subdivision of the State of Florida, the mailing address of which is: Lee County, Department of County Lands, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901 (the "County"), to organized under the laws of the State of _____, whose address is _____ ("Grantee"). WITNESSETH: That the County, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to Grantee all of the County's right, title and interest in and to the following described land situate in Lee County, Florida: Lot 56, BLK 38 Unit 9, Lehigh Acres, PB 20 PG 63, OR 1566 PG 1151, Public Records of Lee County, Florida. In accordance with Florida Statutes Section 270.11, the County hereby reserves an undivided threefourths 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 said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. Provided, however, the right of entry to any interest in phosphate, minerals, and metals or any interest in petroleum reserved herein is released for any parcel or property that is, or ever has 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 aforesaid. ATTEST: KEVIN C. KARNES **BOARD OF COUNTY COMMISSIONERS** CLERK OF CIRCUIT COURT OF LEE COUNTY, FLORIDA Deputy Clerk Kevin Ruane, Chair APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY

County Attorney's Office