

DEADLINE TO SUBMIT BIDS
January 11, 2023, by 12:00 noon



Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

Lee County Surplus Land Request for Bids Sealed Bid Procedure

Title: County Surplus Land Sale – 363 Pondella Rd

Property Location: 363 Pondella Rd, North Fort Myers, FL 33903

STRAP No. 10-44-24-04-0000A.0040

Contact:

Lee County, Department of County Lands
Patricia Braxton
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
Phone: (239) 533-8744
Email: pbraxton@leegov.com

Mailing Address:

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

Enclosures:

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



Lee County

Southwest Florida

BOARD OF COUNTY COMMISSIONERS

DEADLINE TO SUBMIT BIDS

January 11, 2023, by 12:00 noon

BID SUBMITTAL FORM

TITLE OF BID: County Surplus Land Sale – 363 Pondella Rd

STRAP No: 10-44-24-04-0000A.0040

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

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

<p>Are there any special terms or conditions associated with this bid?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>Any special terms or conditions described below may be grounds to reject the bid. Failure to clearly identify any special terms or conditions in the space below or on a separate page may be grounds for the County to rescind the award of the bid.</i></p> <p>Special Terms or Conditions, if any:</p>
--

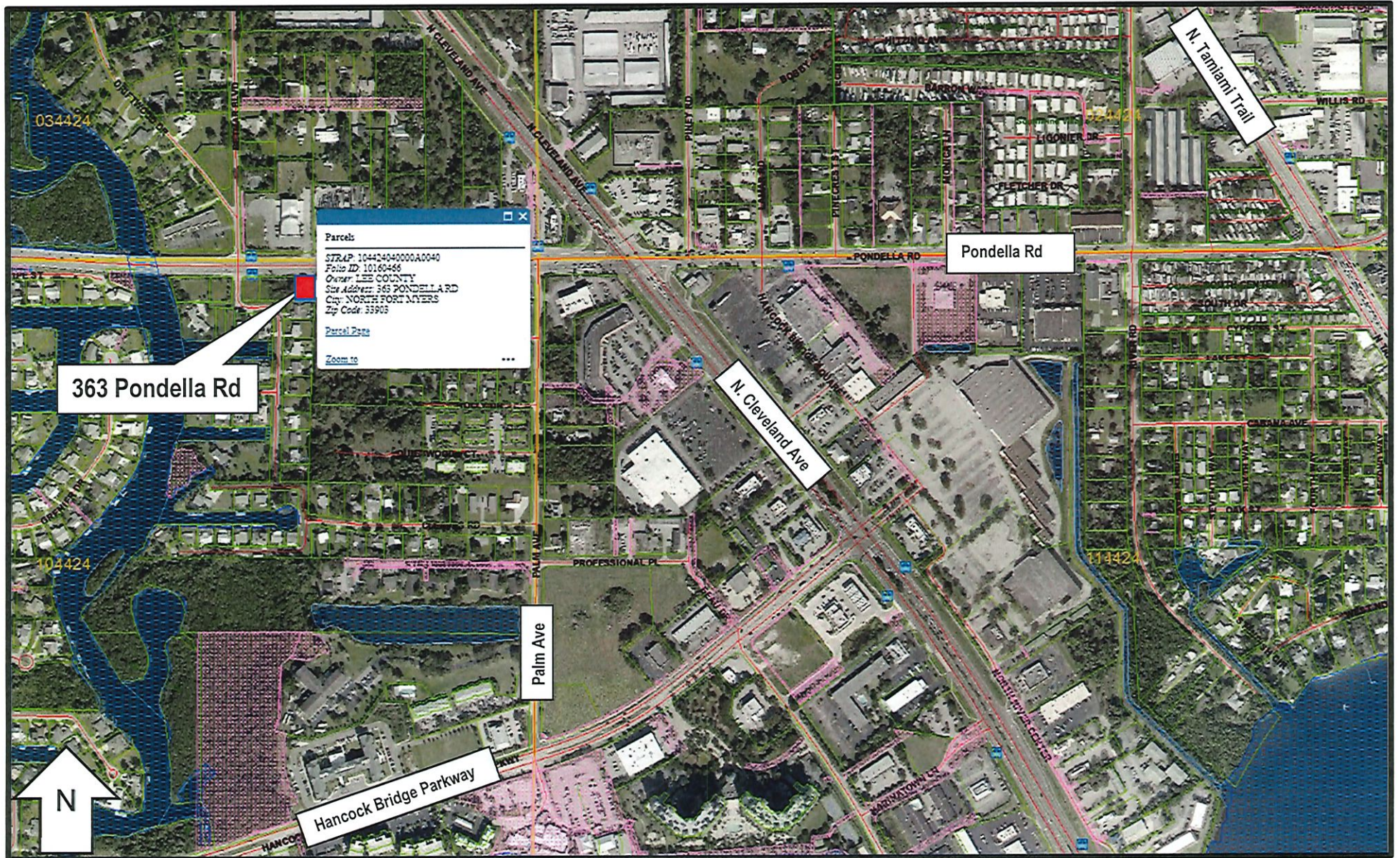
The undersigned represents that (s)he has carefully examined and fully understands the accompanying "General Conditions", incorporated herein by reference, and agrees to abide by all requirements and provisions set forth therein.

Signature

_____, 202__
Date

Printed Name

AERIAL MAP – 363 Pondella Rd, North Fort Myers, FL



Property Data

STRAP: 10-44-24-04-0000A.0040 Folio ID: 10160466

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Owner Of Record - Sole Owner

[\[Change Address\]](#)

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

Site Address

Site Address maintained by E911 Program Addressing

363 PONDELLA RD
NORTH FORT MYERS FL 33903

Property Description

Do not use for legal documents!

PONDELLA SHORES
BLK A PB 10 PG 12
LOT 4

[\[Tax Map Viewer \]](#) [\[View Comparables \]](#)

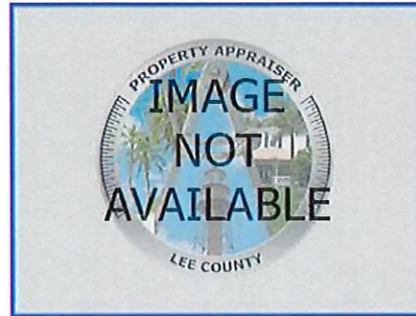


[\[Pictometry Aerial Viewer \]](#)

[Current Working Values](#)
[Tax Roll Value Letter](#)

Just		7,585
	Attributes	
Land Units Of Measure		SF
Units		8428.00
Total Number of Buildings		0
Total Bedrooms / Bathrooms		0
1st Year Building on Tax Roll		N/A
Historic Designation		No

Image of Structure



Property Value History

Tax Year	Just	Land	Market Assessed	Capped Assessed	Exemptions	Taxable
1992	42,880	22,290	42,880	42,880	42,880	0
1993	22,290	22,290	22,290	22,290	22,290	0
1994	20,090	20,090	20,090	20,090	20,090	0
1995	20,090	20,090	20,090	20,090	20,090	0
1996	20,090	20,090	20,090	20,090	20,090	0
1997	20,060	20,060	20,060	20,060	20,060	0
1998	20,060	20,060	20,060	20,060	20,060	0
1999	20,060	20,060	20,060	20,060	20,060	0
2000	20,060	20,060	20,060	20,060	20,060	0
2001	20,060	20,060	20,060	20,060	20,060	0
2002	20,060	20,060	20,060	20,060	20,060	0
2003	12,290	12,290	12,290	12,290	12,290	0
2004	16,380	16,380	16,380	16,380	16,380	0
2005	20,860	20,860	20,860	20,860	20,860	0
2006	41,720	41,720	41,720	41,720	41,720	0
2007	71,640	71,640	71,640	71,640	71,640	0
2008	71,640	71,640	71,640	71,640	71,640	0
2009	35,820	35,820	35,820	35,820	35,820	0
2010	10,746	10,746	10,746	10,746	10,746	0
2011	7,880	7,880	7,880	7,880	7,880	0
2012	6,447	6,447	6,447	6,447	6,447	0
2013	6,447	6,447	6,447	6,447	6,447	0
2014	6,447	6,447	6,447	6,447	6,447	0
2015	6,447	6,447	6,447	6,447	6,447	0
2016	7,585	7,585	7,585	7,092	7,092	0
2017	7,585	7,585	7,585	7,585	7,585	0
2018	7,585	7,585	7,585	7,585	7,585	0
2019	7,585	7,585	7,585	7,585	7,585	0
2020	7,585	7,585	7,585	7,585	7,585	0
2021	7,585	7,585	7,585	7,585	7,585	0
2022	7,585	7,585	7,585	7,585	7,585	0

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)

Exemptions / Classified Use

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Exemption	Amount
Local Government	7,585.00

Values (2022 Tax Roll)

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Property Values	Attributes
Just 7,585	Land Units Of Measure 4 SF
Assessed 7,585	Units 4 8428.00
Portability Applied 0	Total Number of Buildings 0
Cap Assessed 7,585	Total Bedrooms / Bathrooms 0
Taxable 0	1st Year Building on Tax Roll 4 N/A
Cap Difference 0	Historic Designation No

Taxing Authorities

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NORTH FORT MYERS FIRE / 039

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
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



DEADLINE TO SUBMIT BIDS

January 11, 2023, by 12:00 noon
("Bid Expiration Deadline")

DEPARTMENT OF COUNTY LANDS

COUNTY SURPLUS LAND SALE - 363 PONDELLA RD

GENERAL CONDITIONS

Questions pertaining to these General Conditions should be directed to Patricia Braxton, Dept of County Lands, at (239) 533-8744, or by email at pbraxton@leegov.com.

SEALED BID PROCEDURES

Deadline: **Sealed bids must be received by the Department of County Lands no later than 12:00 noon on the Bid Expiration Deadline indicated above.** Bids must be submitted using the Bid Submittal Form in the bid package, and mailed to: Patricia Braxton, P.O. Box 398, Fort Myers, FL 33902-0398.

Deposit: Each bid must be accompanied by a deposit in the form of a check, payable to the "*Lee County Board of County Commissioners*," in the amount equal to ten percent (**10%**) of the bid price.

Opening of Bids: The sealed bids will be opened at approximately **3:00 PM** on the Bid Expiration Deadline, by the Director of the Department of County Lands or his designee, at the Lee County Public Works Building located at 1500 Monroe St, Conference Room 1B, Fort Myers.

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 section 125.35(1), Florida Statutes, the property will be sold to the highest bidder. After the County has entered into a Real Estate Sales Agreement with the highest bidder, the County will return the deposit checks submitted by the non-successful bidders.

Rejection of Bids: The County reserves the right to waive minor errors and irregularities in bids that are submitted. The Board of County Commissioners has the right to reject all bids.

BID SUBMISSION

SEALED BID: 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 – 363 Pondella Rd**"

ANY BIDS NOT PROPERLY MARKED WILL BE RETURNED WITHOUT OPENING.

NO ALTERNATE BIDS: 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.

BIDS RECEIVED LATE: It is the bidder's responsibility to ensure that the bid is received by the Department of County Lands prior to **12:00 noon** on the Bid Expiration Deadline. Any bid received after **12:00 noon** on 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 third party delivery service (e.g., United States Postal Service, Federal Express, UPS) or for any other reason.

MATHEMATICAL ERRORS: 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 highest 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.

WITHDRAWAL OF BID PRIOR TO BID EXPIRATION DEADLINE: 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 his discretion.

WITHDRAWAL OF BID AFTER BID EXPIRATION DEADLINE: Bids may not be withdrawn for a period of ninety (90) days **AFTER** the Bid Expiration Deadline.

COMPLETION OF BID SUBMITTAL FORM: All bids must be signed by the bidder or an authorized representative of the bidder in the space provided on the Bid Submittal Form. All bids must be typed or printed in permanent ink. The bidder may not use erasable ink or a lead pencil. Any handwritten changes indicated on the Bid Submittal Form must be initialed by the signatory next to the change.

RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

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.

NO CONFIDENTIALITY

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

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 document prepared by:

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

Project: County Surplus Land Sale – 363 Pondella Rd
STRAP No: 10-44-24-04-0000A.0040

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2023, between **LEE COUNTY**, a political subdivision of the State of Florida, the mailing address of which is: Lee County, Department of County Lands, P.O. Box 398, Fort Myers, FL 33902-0398 ("**Seller**"), and _____, whose mailing address is _____ ("**Buyer**", whether one or more than one).

1. **AGREEMENT TO SELL AND PURCHASE**. Seller agrees to sell and Buyer agrees to purchase all of Seller's 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 (the "**Property**").

2. **PURCHASE PRICE**. The purchase price for the Property is \$_____, payable by certified check at Closing (defined below).

3. **DEPOSIT**. Seller acknowledges receipt of \$_____ from Buyer as a deposit, to be credited against the purchase price at Closing absent Buyer's default.

4. **TITLE**. At closing ("**Closing**"), Seller shall convey title to the Property to Buyer by statutory County Deed. The parties understand and agree that Buyer is purchasing the Property in "as is" condition, with no express or implied warranties or guarantees from Seller 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 Seller has no obligation or liability for the cost to correct any deficiencies or defects discovered by Buyer through investigation or inquiry, whether discovered before or after the Closing.

5. **DOCUMENTS AND EXPENSES**. Seller 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, 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. Buyer shall be solely responsible for all real property taxes and assessments that become due and payable from and after the Closing.

6. TIME IS OF THE ESSENCE; BINDING AGREEMENT; ASSIGNMENT.

Time. 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.

(B) Binding Agreement; Assignment. 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.

7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES.

(A) If Buyer, through no fault of Seller, fails to perform any of Buyer's obligations under this Agreement, Seller 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 Seller, through no fault of Buyer, fails to perform any of Seller'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 Seller, whereupon Buyer shall receive a refund of any deposits paid to Seller 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, Buyer shall be deemed to have waived all claims against Seller pertaining to Seller'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. CLOSING. The Closing shall take place during normal business hours at Seller's offices in Fort Myers or at such other location as Seller may designate, within thirty (30) days after Seller's execution of this Agreement (with the specific date to be designated by Seller), 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 on a mutually agreed upon date.

9. NOTICES. All notices required or permitted to be given under this Agreement must be in writing and will be deemed sufficiently 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.

10. AMENDMENTS; ENTIRE AGREEMENT; GOVERNING LAW; AUTHORITY. Any and all amendments to the provisions of 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 of Buyer's behalf has the full right, power and authority to do so and to fully bind Buyer to this Agreement.

WITNESSES:

Buyer:

Printed Name: _____
[witness 1]

Printed Name: _____

Printed Name: _____
[witness 2]

Printed Name: _____

ATTEST:

KEVIN KARNES, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

By: _____
Brian Hamman, 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 4, Block "A", of PONDELLA SHORES SUBDIVISION, as recorded in Plat Book 10, Page 12, Public Records of Lee County, Florida.

LESS right-of-way taking in Chancery Order Book 35, Page 269, Public Records of Lee County, Florida described below:

Being that part of Lot 4, Block A in the below description:

That part of

Lots 1, 2, 3 and 4, Block A, and Lots 1, 2, 3 and 4, Block B, Pondella Acres Subdivision in Section 10, T44S, R24E, according to plat thereof recorded in Plat Book 9, Page 53, Lee County Public Records,

lying within 40 feet each side of the survey line of SR S-78-A, Section 1258, said survey line being described as follows: Begin at a railroad spike marking the section corner common to Sections 3, 4, 9 and 10, T44S, R24E, and designated as Station 120+16.31 on the survey line of SR S-78-A, Section 1258; run thence S89°50'30"E, 2654.37 feet; thence S89°43'30"E, 2653.38 feet to a point on the East line of Section 10, T44S, R24E, designated as Station 173+24.06 on the survey line of SR S-78-A, Section 1258 and lying 5.68 feet Southerly of a nail and cap marking the section corner common to Sections 2, 3, 10 and 11, T44S, R24E. Less existing rights-of way.

AND LESS the next northerly 49.02 feet of Lot 4, Block A.

* * *

This instrument prepared by:
Department of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398

STRAP NO. 10-44-24-04-0000A.0040

[space above for recording data]

COUNTY DEED
(Statutory)

THIS DEED, made this ____ day of _____, 2023, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is PO Box 398, Fort Myers, FL 33902-0398 (the "County"), to _____, a _____ 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:

SEE ATTACHED EXHIBIT A

SUBJECT TO an Easement for Public Utilities as shown on the plat of Pondella Shores recorded in Plat Book 10, Page 12, Public Records of Lee County, Florida.

In accordance with Florida Statutes Section 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 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 KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Brian Hamman, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

EXHIBIT A

LEGAL DESCRIPTION

Lot 4, Block "A", of PONDELLA SHORES SUBDIVISION, as recorded in Plat Book 10, Page 12, Public Records of Lee County, Florida.

LESS right-of-way taking in Chancery Order Book 35, Page 269, Public Records of Lee County, Florida described below:

Being that part of Lot 4, Block A in the below description:

That part of

Lots 1, 2, 3 and 4, Block A, and Lots 1, 2, 3 and 4, Block B, Pondella Acres Subdivision in Section 10, T44S, R24E, according to plat thereof recorded in Plat Book 9, Page 53, Lee County Public Records,

lying within 40 feet each side of the survey line of SR S-78-A, Section 1258, said survey line being described as follows: Begin at a railroad spike marking the section corner common to Sections 3, 4, 9 and 10, T44S, R24E, and designated as Station 120+16.31 on the survey line of SR S-78-A, Section 1258; run thence S89°50'30"E, 2654.37 feet; thence S89°43'30"E, 2653.38 feet to a point on the East line of Section 10, T44S, R24E, designated as Station 173+24.06 on the survey line of SR S-78-A, Section 1258 and lying 5.68 feet Southerly of a nail and cap marking the section corner common to Sections 2, 3, 10 and 11, T44S, R24E. Less existing rights-of way.

AND LESS the next northerly 49.02 feet of Lot 4, Block A.

* * *