DEADLINE TO SUBMIT: June 11, 2021 by 1:00 P.M.



BOARD OF COUNTY COMMISSIONERS

Lee County Surplus Land Request for Bids Under County Sale: Sealed Bid Procedure

Title: County Surplus Land Sale – Lucille Avenue Property Location: 169 Lucille Avenue, Fort Myers, FL 33905 STRAP No. 17-44-25-P2-0170E.0230

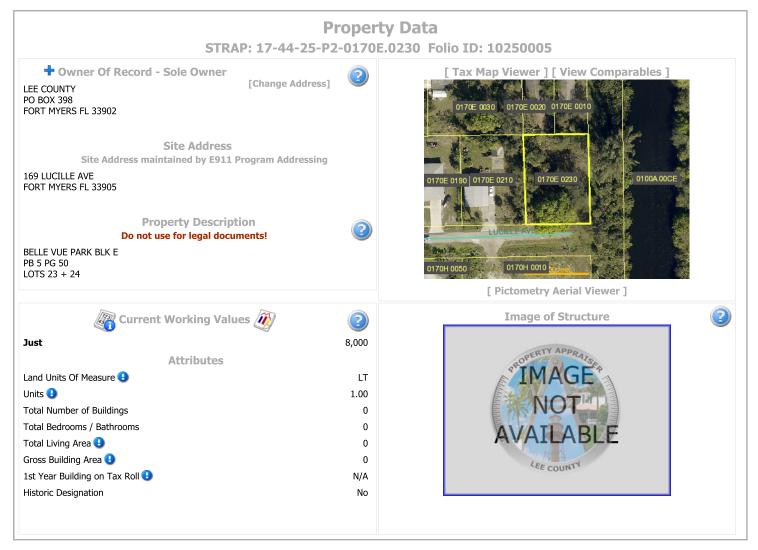
Contact: **Department of County Lands** Tommy Sandvig Phone (239) 533-8310 tsandvig@leegov.com

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

Mailing Address: P.O. Box 398 Fort Myers, FL 33902-0398

Enclosures:

- 1. Property Appraiser Parcel Data
- 2. Aerial Map of Subject
- 3. County Surplus Land Sale General Conditions
- 4. Bid Submittal Form
- 5. DRAFT Real Estate Sales Agreement
- 6. DRAFT Statutory County Deed



			Ргор	perty val	ue Histor	У
Tax Year	Just	Land	Market Assessed	Capped Assessed	Exemptions	Taxable
1992	5,840	5,840	5,840	5,840	5,840	
1993	5,840	5,840	5,840	5,840	5,840	
1994	5,840	5,840	5,840	5,840	5,840	
1995	5,840	5,840	5,840	5,840	5,840	
1996	4,640	4,640	4,640	4,640	4,640	
1997	4,640	4,640	4,640	4,640	4,640	
1998	4,640	4,640	4,640	4,640	4,640	
1999	4,640	4,640	4,640	4,640	4,640	
2000	4,640	4,640	4,640	4,640	4,640	
2001	4,640	4,640	4,640	4,640	4,640	
2002	4,640	4,640	4,640	4,640	4,640	
2003	4,640	4,640	4,640	4,640	4,640	
2004	4,640	4,640	4,640	4,640	4,640	
2005	9,790	9,790	9,790	9,790	9,790	
2006	17,510	17,510	17,510	17,510	17,510	
2007	24,720	24,720	24,720	24,720	24,720	
2008	22,660	22,660	22,660	22,660	22,660	
2009	8,760	8,760	8,760	8,760	8,760	
2010	5,000	5,000	5,000	5,000	5,000	
2011	5,000	5,000	5,000	5,000	5,000	
2012	5,000	5,000	5,000	5,000	5,000	
2013	5,800	5,800	5,800	5,500	5,500	
2014	4,475	4,475	4,475	4,475	4,475	
2015	4,475	4,475	4,475	4,475	4,475	
2016	6,000	6,000	6,000	4,923	4,923	
2017	6,000	6,000	6,000	5,415	5,415	
2018	4,800	4,800	4,800	4,800	4,800	
2019	8,000	8,000	8,000	5,280	5,280	
2020	8,000	8,000	8,000	5,808	5,808	

Property Value History

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).

Lee County Property Appraiser - Online Parcel Inquiry

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 (<u>F.S. 193.011</u>). For Agriculturally Classified parcels (or parts thereof), only agricultural uses are considered in the assessment (<u>F.S. 193.461 (6) (a)</u>). 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)

-	Exem	ptions	
Local Government	Exemption		Amount 5,808.00
-	Walues (202 Weight Control Weight C	0 Tax Roll) 🐺	
	Property Values	Attribu	ites
Just	8,000	Land Units Of Measure 🔒	LT
Assessed	8,000	Units 🕒	1.00
Portability Applied	0	Total Number of Buildings	0
Cap Assessed	5,808	Total Bedrooms / Bathrooms	0
Taxable	0	Total Living Area 🔒	0
Cap Difference	2,192	Gross Building Area 🕒	0
		1st Year Building on Tax Roll 🕒	N/A

Historic Designation

- Taxing A	Authorities	
FM DR MLK JR BLVD REDEVEL	OPMENT AREA 2 EXPANSIO	DN / 319
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 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
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	WEST COAST INLAND NAVIGATION DIST 200 MIAMI AVE E VENICE FL 34285-2408
CITY OF FORT MYERS / 031	Municipal	CITY OF FORT MYERS BUDGET MANAGER PO DRAWER 2217 FORT MYERS FL 33902
CITY OF FORT MYERS DR MLK JR BLVD 2 REDEV SUB AREA EXPANSION / 378	Municipal	CITY OF FORT MYERS BUDGET MANAGER PO DRAWER 2217 FORT MYERS FL 33902
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

No

Lee County Property Appraiser - Online Parcel Inquiry

τ/			inquiry
			2855 COLONIAL BLVD FORT MYERS FL 33966
	CITY OF FORT MYERS FIRE RESCUE SERVICES / 189	Special District	CITY OF FORT MYERS BUDGET MANAGER PO DRAWER 2217 FORT MYERS FL 33902
	CITY OF FORT MYERS STORMWATER / 142	Special District	CITY OF FORT MYERS 2925 DR MARTIN LUTHER KING JR BLVD FORT MYERS FL 33916
	FLORIDA GREEN FINANCE AUTHORITY / 358	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
	SFWMD-OKEECHOBEE BASIN / 308	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406

-		Sales / Trar	sactions	9	
Sale Price	Date	OR Number	Туре	Notes	Vacant/Improved
0.00	0 10/01/1987	<u>1953/2464</u>	<u>03</u>		V
24,300.00	07/01/1977	<u>1217/809</u>	<u>03</u>		Ι

-	Parcel Num	pering History 🖲	
Prior STRAP	Prior Folio ID	Renumber Reason	Renumber Date
17-44-25-03-0000E.0030	<u>N/A</u> S	olit (From another Parcel)	
17-44-25-03-0000E.0230	<u>N/A</u> R	eserved for Renumber ONLY	05/23/2003

-		Location Information	n		
Township	Range	Section	Block	Lot	
44	25E	17	0170E	0230	
Municipality	L	atitude	Lo	ngitude	
City of Fort Myers	2	26.64993		1.82436	
		Links			
View Parcel on Google Maps		<u>View Recorded Plat at LeeClerk.org</u> he above link to do an Official Records s ee County Clerk of Courts website, using for the book and page numbers.		w Parcel on GeoView	

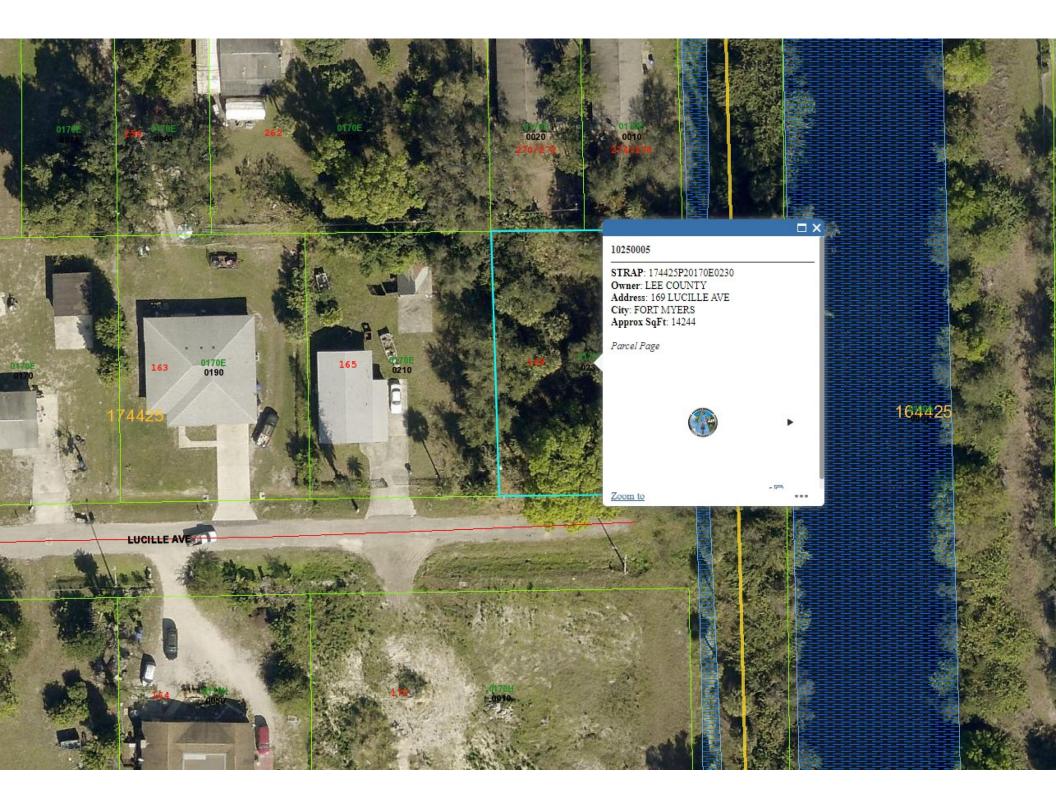
-	Solid Wa	aste (Garbage)	Roll Data		
Solid Waste District	Roll Ty	vpe Category	/ Unit / Area	Tax Amount	
009 - City of Fort Myers	-		0		0.00
-	Flood	and Storm Info	rmation		
F	lood Insurance Find my flo	ood zone		Evacuation Zone	
Community	Panel V	/ersion	Date		
125106	0289	F 8	8/28/2008	D	

Flood Insurance Rate Map data is not available for parcels within a municipality. To obtain flood information, contact your <u>municipality</u> directly.

-		Addre	ess Histor	y	
Street Number	Street Name	Unit	City	Zip	Maintenance Date
169	LUCILLE AV	F	Fort Myers	33905	12/31/1996 11:11:19 AM
169	LUCILLE AVE	F	Fort Myers	33905	12/31/1996 11:11:19 AM

Lee County Property Appraiser - Online Parcel Inquiry

	Appraisal Deta	ils (2020 Tax Roll)	
		Land	
	La	nd Tracts	
Use Code	Use Code Description	Number of Units	Unit of Measure
0	Vacant Residential	1.00	Lot
		Current Working Values	/
	La la	nd Tracts	
Use Code	Use Code Description	Number of Units	Unit of Measure





DEADLINE TO SUBMIT: June 11, 2021 by 1:00 P.M.

DEPARTMENT OF COUNTY LANDS

<u>COUNTY SURPLUS LAND SALE – LUCILLE AVENUE</u> <u>GENERAL CONDITIONS</u>

Any questions pertaining to this solicitation should be directed to Tommy J. Sandvig, who can be contacted at (239) 533-8310, or by email at <u>tsandvig@leegov.com</u>.

SEALED BID PROCEDURES

Sealed bids must be received by the Department of County Lands <u>no later than</u> <u>1:00 P. M. on June 11, 2021</u>, as specified in the cover letter of this mailing. Sealed bids are to be sent to the attention of Tommy J. Sandvig at Post Office Box 398, Fort Myers, Florida 33902-0398.

The bids will be opened immediately upon the deadline of the bidding expiration date and time by the Director of the Department of County Lands, or designee. The bids will be opened at 1:15 P.M. on June 11, 2021 at the Lee County Public Works Building, located at 1500 Monroe Street, in Conference Room 1B.

The sealed bids will be ranked in accordance with the highest bid to the lowest bid by the Director of the Department of County Lands, or designee. A check deposit to accompany the mailing is required from each bidder in the amount equivalent to ten (10) percent of the bid price. Make the check payable to the Lee County Board of County Commissioners.

Following the opening of the bids, the County will notify the bidders as to whether they were or were not the highest bidder. The highest bidder will be provided the first opportunity to negotiate a purchase agreement with the County. If County Lands is unable to successfully negotiate a purchase agreement with the highest bidder within the negotiation period, then the County may cease negotiations with that bidder and proceed to negotiations with the second highest bidder. If negotiations are unsuccessful with the second highest bidder, then County may continue the process with all bidders, from highest to lowest. All deposit checks will be retained by the County until a purchase agreement is approved.

The Board <u>may not</u> enter into a purchase agreement for a price less than that offered by the highest bidder. The Board has the right and authority to reject any and all offers for any reason.

BID SUBMISSION

SEALED BID: Bids shall be sealed in an envelope, and the outside of the envelope must be marked with the following information:

- Marked with the words "Sealed Bid";
- Name of the individual or entity submitting the bid; and
- Title of the bid (*County Surplus Land Sale –Lucille Avenue*).

ANY BIDS NOT PROPERLY MARKED WILL BE RETURNED WITHOUT OPENING

ALTERNATE BID: Alternate bids will not be accepted.

BIDS RECEIVED LATE: It is the bidder's responsibility to ensure that the bid is received by the Department of County Lands prior to 1:00 P.M. on June 11, 2021. Any bid received after the deadline 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.).

BID CALCULATION ERRORS: In the event there is a discrepancy between the total bid amount and the deposit amount (equivalent to 10% of the bid price), the total bid amount will prevail and will be considered the bid price.

WITHDRAWAL OF BID: No bid may be withdrawn for a period of ninety (90) days after 1:00 P.M. on June 11, 2021. A bid may be withdrawn prior to the bidopening date. Such a request to withdraw should be made in writing to the Director of County Lands, who will approve or disapprove of the request.

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 Lee County.

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 submittal 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.

RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

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

CONFIDENTIALITY

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

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 <u>not</u> 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.



DEADLINE TO SUBMIT: June 11, 2021 by 1:00 P.M.

TITLE OF BID: County Surplus Land Sale – 169 Lucille Avenue STRAP No: 17-44-25-P2-0170E.0230

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)	\$

Bidders should carefully read all the	e General Conditions.	Any representation of special terms
or conditions may be grounds to re	ject 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", all of which are contained herein by reference, the Undersigned hereby submits this bid which meet these specifications.

Signature

Date

Printed Name

This document prepared by:

Lee County Department of County Lands Post Office Box 398 Fort Myers, Florida 33902-0398

Project: County Surplus Land Sale – 169 Lucille Avenue STRAP No: 17-44-25-P2-0170E.0230

REAL ESTATE SALES AGREEMENT

 THIS AGREEMENT for real estate purchase and sale is made this _____ day of ______, 2021, between Lee County, a political subdivision of the State of Florida ("Seller"), whose post office address is Post Office Box 398, Fort Myers, Florida 33902-0398, 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 ______, payable by certified funds at closing.

3. **DEPOSIT**: Seller acknowledges receipt of ______(\$0.00) 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 the deed, 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, appointees, 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:

- a. Closing shall take place during normal business hours at such location as Seller may select, within thirty (30) days after execution of the Sales Agreement between Buyer and Seller.
- b. Buyer is responsible for all closing cost and fees.

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.

(End of Provisions. Signature Page Follows.)

Signed, sealed and delivered in the presence of two subscribing witnesses:

BUYER:

1st Witness Signature	
Printed Name of 1st Witness	
2nd Witness Signature	
Printed Name of 2nd Witness	
Signed, sealed and delivered in the presence of two subscribing witnesses:	BUYER:
1st Witness Signature	
Printed Name of 1st Witness	
2nd Witness Signature	
Printed Name of 2nd Witness	

 day of _______, 2021.

 ATTEST:

 LINDA DOGGETT, CLERK

 BY:

 Type or Print Name

 Deputy Clerk

 BY:

 ATTEST:

 BY:

 ATTEST:

 ATTEST:

 BY:

 ATTEST:

 BY:

 ATTEST:

 BY:

 ATTEST:

 BY:

 APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY

Approved and accepted for and on behalf of Lee County, Florida, this

BY: Lee County Attorney's Office

Attachment: Exhibit "A" – Legal Description

EXHIBIT "A" Legal Description

Project: Lee County Surplus Land – 169 Lucille Avenue

STRAP No. 17-44-25-P2-0170E.0230

Lots 23 and 24, Block E, Belle Vue Park, according to the map or plat thereof on file in and recorded in the Office of the Clerk of the Circuit Court recorded in Plat Book 5, Page 50, in the Public Records of Lee County, Florida.

This Instrument Prepared by:

Lee County Department of County Lands Post Office Box 398 Fort Myers, Florida 33902-0398

Project: Lee County Surplus Land – 169 Lucille Avenue STRAP No: 17-44-25-P2-0170E.0230

THIS SPACE FOR RECORDING

COUNTY DEED (Statutory)

THIS DEED, executed this ____ day of _____, 2021, by LEE COUNTY, 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 and sufficiency of which 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 first written above.

(OFFICIAL SEAL) ATTEST: LINDA DOGGETT, CLERK

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:

Deputy Clerk

By:

Chairman

APPROVED AS TO FORM for the Reliance of Lee County Only:

Office of County Attorney

EXHIBIT "A" Legal Description

Project: Lee County Surplus Land – 169 Lucille Avenue

STRAP No. 17-44-25-P2-0170E.0230

Lots 23 and 24, Block E, Belle Vue Park, according to the map or plat thereof on file in and recorded in the Office of the Clerk of the Circuit Court recorded in Plat Book 5, Page 50, in the Public Records of Lee County, Florida.