

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

**Blue Sheet No. 20031140**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Accept highest bid of \$101,011 and approve Real Estate Sales Agreement for the sale of County Surplus Property located at 13502/13512 Pine Villa Lane, Fort Myers, Florida (STRAP Number 24-45-24-04-00000.0010 and 24-45-24-04-00000.0020). 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.

**WHY ACTION IS NECESSARY:** The Board must approve all real estate conveyances by Lee County.

**WHAT ACTION ACCOMPLISHES:** Sale of surplus county real estate, returning it to the tax roll and eliminating any further liability for maintenance and insurance.

**2. DEPARTMENTAL CATEGORY: 6  
COMMISSION DISTRICT # 5**

**CLB**

**3. MEETING DATE:** 10-07-2003

**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. 20011369

- A. COMMISSIONER
  - B. DEPARTMENT Independent *SK*
  - C. DIVISION County Lands *9-24-03*
- 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 13503/13513 Pine Villa Lane in accordance with County Ordinance 02-34. The property had previously been placed out for bid under the statutory process in June 2002. Upon recommendation of staff, the bids received 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; Sign on property; and mailed notice to names on surplus lands mailing list. Bids were opened on September 12, 2003. The highest bid was submitted by Ajit Kumar, in the amount of \$101,011. A copy of the Bid Tabulation Sheet is attached.

The appraised value of the property as of August 18, 2003 is \$85,000. The property was appraised by J. Lee Norris, MAI, SRA, of Carlson, Norris and Associates, Inc.

Staff recommends acceptance of the highest bid and approval of the Real Estate Sales Agreement.

Attachments: Real Estate Sales Agreement, County Deed, Tabulation Sheet, Bid Specifications  
Funds are to be deposited into Account: 20861730100.369900.9018 - \$2,170 and GC5000030700.369900.9018 - Balance

**8. MANAGEMENT RECOMMENDATIONS:**

**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>H. Forsyth</i>			<i>9/24/03</i>	<i>John D. ... 9-24-03</i>	OA <i>9/24/03</i>	OM <i>9/24/03</i>	Risk <i>9/24/03</i>	GC <i>9/24/03</i>	<i>9/24/03</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY.  
FORWARDED  
TO CO. ADMIN.  
*9/24/03 3:30 PM*

RECEIVED BY  
COUNTY ADMIN: *EW*  
*9/24*  
*3:55 PM*  
COUNTY ADMIN  
FORWARDED TO: *SK*  
*9/25/03*

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

STRAP No: 24-45-24-04-00000.0010 and 24-45-24-04-00000.0020.

### **REAL ESTATE SALES AGREEMENT**

**THIS AGREEMENT** for real estate purchase and sale is made this 19 day of SEPT-~~EMBER~~, 2003, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and AJIT KUMAR, ~~a married person~~ (Buyer) whose address is 2161 Franklin Street, Fort Myers, FL 33901, as follows: ~~and Laurie Kay Kumar, husband and wife~~

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 \$101,011.00 payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$13,555.00 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. Direct access is specifically not granted to Daniels Parkway. A six (6) foot public utility easement will be reserved along the northerly boundary of the parcel.

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

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Witness

ATTEST:  
CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

ajit kumar 09-19-03  
Ajit Kumar (Date)  
Laurie Kumar 9/19/03  
Laurie Kay Kumar

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

\_\_\_\_\_  
Office of County Attorney

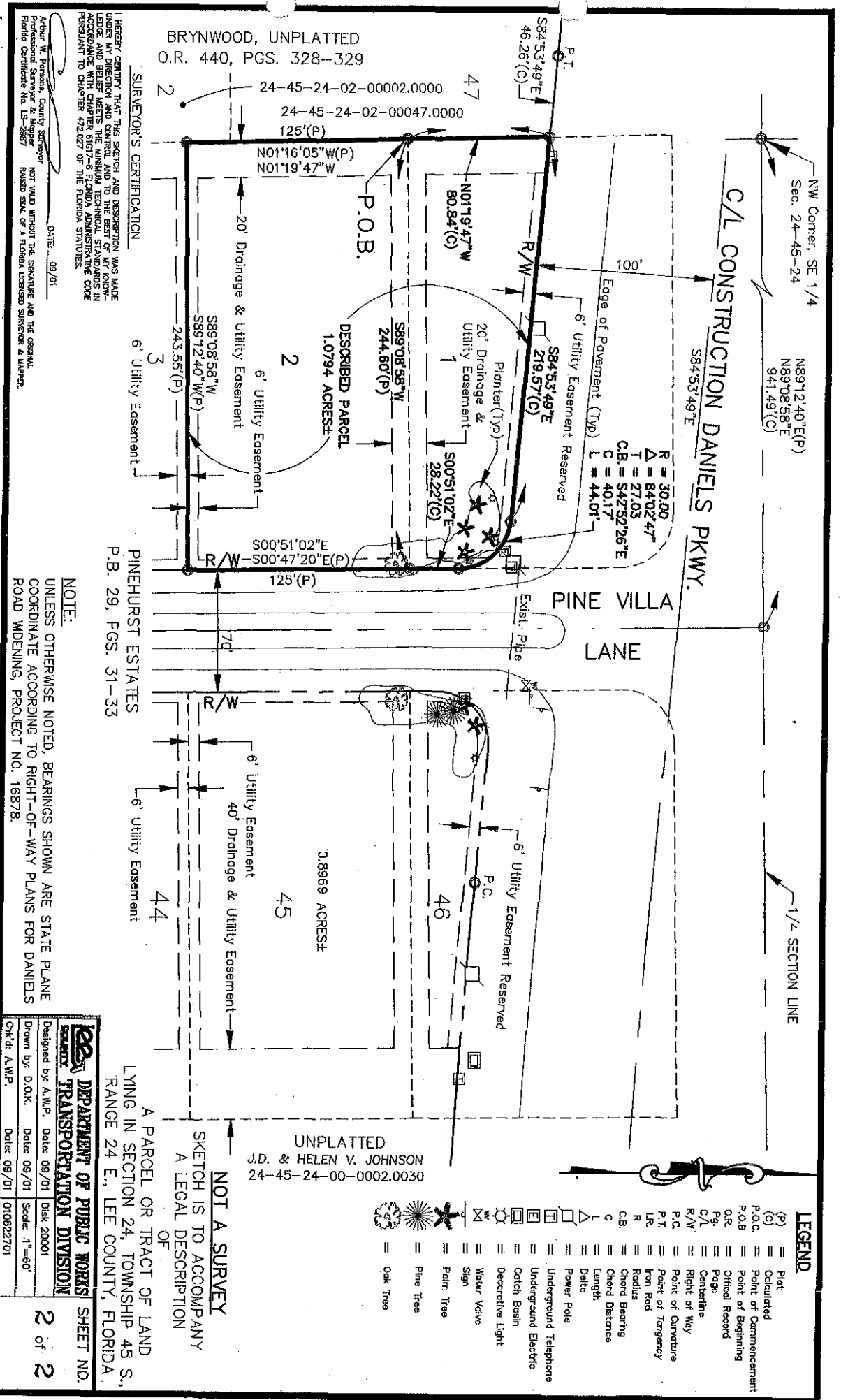
Exhibit A (page 1 of 2)

A parcel or tract of land being all of Lot 2 and that portion of Lot 1, Pinehurst Estates, a subdivision according to a map or plat thereof on file and recorded in the Office of the Clerk of Circuit Court of Lee County, Florida, in Plat Book 29, Pages 31-33 lying south of the south right-of-way line of Daniels Parkway as shown on right-of-way plans for Daniels Road Widening, Project No. 16878 (April 1989), said parcel or tract is in the southeast quarter (SE 1/4) of Section 24, Township 45 South, Range 24 East and is more particularly described as follows:

All of Lot 2, aforesaid Pinehurst Estates and that portion of Lot 1, said Pinehurst Estates described as beginning at the southwest corner of said Lot 1; thence N 01°19'47"W along the west line of said Lot 1 for a distance of 80.84 feet to a point on the south right-of-way line of Daniels Parkway; thence run S84°53'49"E along the south right-of-way line of Daniels Parkway for a distance of 219.57 feet to a Point of Curvature; thence run easterly, southeasterly and southerly along the arc of a curve to the right of radius 30.00 feet, having for its elements, a central angle of 84°02'47" a chord bearing of S42°52'26"E, a chord distance of 40.17 feet for a distance of 44.01 feet to a point of tangency on the west right-of-way line of Pine Villa Lane and the east line of said Lot 1; thence run S 00°51'02"E along the east line of said Lot 1 and the west line of Pine Villa Lane for a distance of 28.22 feet to the southeast corner of said Lot 1; thence run S89°08'58"W along the south line of said Lot 1 for a distance of 244.60 feet to the point of beginning, containing 47,020.44 square feet (1.0794 acres) more or less.

Subject to restrictions, reservations and easements of record and reserving a 6 foot public utility easement along the northerly boundary of the subject property for public utility purposes.

Bearings mentioned hereinabove are State Plane Coordinate, Florida West Zone showing the north line of the southeast quarter (SE 1/4) of Section 24, Township 45 South, Range 24 East, Lee County, Florida as bearing N89°08'58"E according to the right-of-way plans for Daniels Road Widening, Project No. 16878.



HERBERT CANTREY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 81G17-6, FLORIDA ADMINISTRATIVE CODE AND IS PRESENT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

Arthur W. Parsons, County Surveyor  
 Professional Surveyor & Mapper  
 Raised Seal of a Florida Licensed Surveyor & Mapper  
 Field Certificate No. LS-2587

DATE: 09/01

NOTE:  
 UNLESS OTHERWISE NOTED, BEARINGS SHOWN ARE STATE PLANE COORDINATE ACCORDING TO RIGHT-OF-WAY PLANS FOR DANIELS ROAD WIDENING, PROJECT NO. 16878.

A PARCEL OR TRACT OF LAND  
 LYING IN SECTION 24, TOWNSHIP 45 S.,  
 RANGE 24 E., LEE COUNTY, FLORIDA.

**BRYNWOOD, UNPLATTED**  
 O.R. 440, PGS. 328-329

24-45-24-02-00002.0000  
 24-45-24-02-00047.0000  
 125'(P)

NO1°16'05"W(P)  
 NO1°19'47"W

20' Drainage & Utility Easement  
 6' Utility Easement

243.55'(P)

6' Utility Easement

3

889°08'58"W  
 S89°12'40"W(P)

889°08'58"W  
 244.60'(P)

20' Drainage & Utility Easement  
 6' Utility Easement Reserved

884°53'49"E  
 219.57'(C)

6' Utility Easement Reserved

Edge of Pavement (Typ) L = 44.01'  
 C.B. = S42°52'26"E  
 T = 27.03'  
 Δ = 84°02'47"  
 R = 30.00'

NO1°19'47"W  
 80.84'(C)

P.O.B.

500°51'02"E  
 28.22'(C)

500°51'02"E  
 500°47'20"E(P)

125'(P)

EXIST. PIPE

**PINE VILLA LANE**

1/4 SECTION LINE

NW Corner, SE 1/4  
 Sec. 24-45-24  
 N89°12'40"E(P)  
 N89°08'58"E  
 941.49'(C)

884°53'49"E

**C/L CONSTRUCTION DANIELS PKWY.**

47  
 2  
 46  
 45  
 44

0.8969 ACRES±

UNPLATTED  
 J.D. & HELEN V. JOHNSON  
 24-45-24-00-0002.0030

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

STRAP No. 24-45-24-04-00000.0010 and .0020

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**COUNTY DEED  
(Statutory)**

**THIS DEED**, executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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 **AJIT KUMAR AND LAURIE KAY KUMAR, HUSBAND AND WIFE**, whose address is 2161 Franklin Street, Fort Myers, FL 33901, 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.

Direct access to Daniels Parkway will not be granted. A six foot public utility easement is reserved along the northerly boundary of the parcel.

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

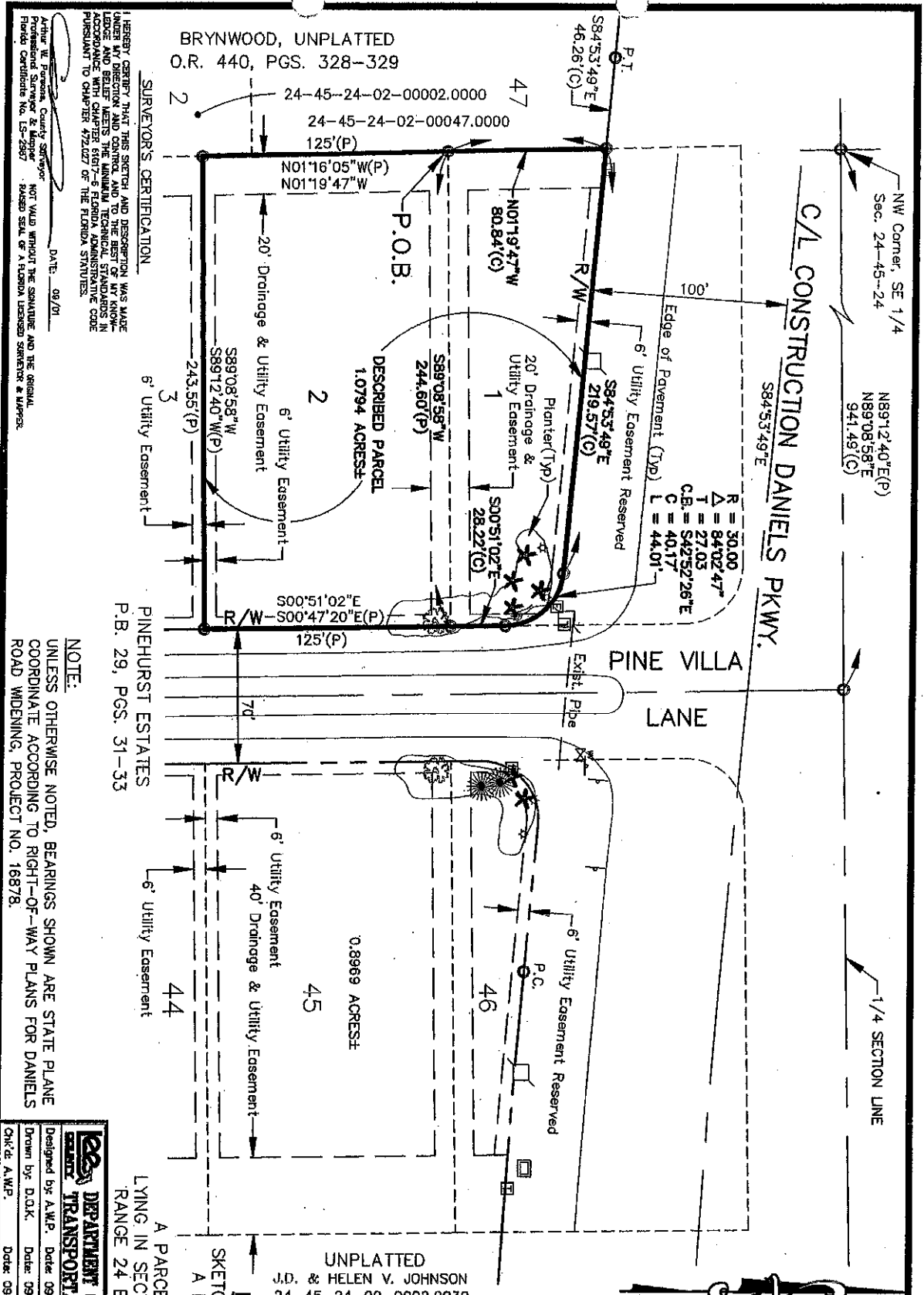
Exhibit A (page 1 of 2)

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**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY PERSONAL SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT ACCORDS WITH THE TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 472.027 OF THE FLORIDA STATUTES.  
 DATE: 09/01  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PROFESSIONAL SURVEYOR'S SEAL BASED ON FLORIDA LICENSE NUMBER 21899.

**NOTE:**  
 UNLESS OTHERWISE NOTED, BEARINGS SHOWN ARE STATE PLANE COORDINATE ACCORDING TO RIGHT-OF-WAY PLANS FOR DANIELS ROAD WIDENING, PROJECT NO. 16878.

DESIGNED BY A.W.P.	DATE: 09/01	PLAT NO. 20001
DRAWN BY D.O.K.	DATE: 09/01	SCALE: 1"=60'
CHECKED BY A.W.P.	DATE: 09/01	PLAT NO. 010622701

**NOT A SURVEY**  
 SKETCH IS TO ACCOMPANY  
 A LEGAL DESCRIPTION  
 OF  
 A PARCEL OR TRACT OF LAND  
 LYING IN SECTION 24, TOWNSHIP 45 S.,  
 RANGE 24 E., LEE COUNTY, FLORIDA.

UNPLATTED  
 J.D. & HELEN V. JOHNSON  
 24-45-24-00-0002.0030

**LEGEND**

(P)	Plat
(C)	Calculated
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
O.R.	Official Record
Pg.	Page
C/L	Centerline
R/W	Right of Way
P.C.	Point of Curvature
I.R.	Iron Rod
R	Radius
C.B.	Chord Bearing
C	Chord Distance
L	Length
Δ	Delta
□	Power Pole
⊠	Underground Telephone
⊞	Underground Electric
⊟	Catch Basin
⊠	Decorative Light
⊞	Water Valve
⊟	Sign
⊠	Palm Tree
⊞	Pine Tree
⊟	Oak Tree



September 12, 2003

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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.

<b>Submitted by: Bid Signed Y/N</b>	<b>Submitted by Rep/Agent Authorization Submitted Y/N</b>	<b>Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit* Form of Deposit</b>	<b>Required No. of Copies Y/N</b>	<b>Special Terms and Conditions Y/N</b>
Alternate Bid #32 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$101,011.00 N Deposit of \$13,555.00 Submitted with Original Bid Check	N	N
Syed + Eva Ali 301 NE 19 <sup>th</sup> Place Cape Coral FL 33909 Y	N	\$101,000.00 Y \$10,100.00 Check	Y	N
Alternate Bid #31 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$100,511.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #30 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$100,101.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #29 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$99,511.00 N (Enc. w/Original sealed bid)	N	N

Submitted by: Bid Signed Y/N	Submitted by Rep/Agent Authorization Submitted Y/N	10% Deposit Enclosed Y/N Amount of Deposit* Form of Deposit	Required No. of Copies Y/N	Special Terms and Conditions Y/N
Alternate Bid #28 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$99,011.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #27 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$98,511.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #26 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$98,021.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #25 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$97,525.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #24 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$97,011.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #23 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$96,518.00 N (Enc. w/Original sealed bid)	N	N

September 12, 2003

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
Alternate Bid #22 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$96,011.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #21 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$95,515.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #20 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$95,115.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #19 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$94,511.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #18 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$94,011.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #17 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901	N	\$93,511.00 N (Enc. w/Original sealed bid)	N	N

September 12, 2003

<b>Submitted by: Bid Signed Y/N</b>	<b>Submitted by Rep/Agent Authorization Submitted Y/N</b>	<b>Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit* Form of Deposit</b>	<b>Required No. of Copies Y/N</b>	<b>Special Terms and Conditions Y/N</b>
Alternate Bid #16 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901	N	\$93,011.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #15 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901	N	\$92,511.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #14 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901	N	\$92,011.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #13 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901	N	\$91,511.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #12 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901	N	\$91,011.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #11 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901	N	\$90,511.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #10 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901	N	\$90,001.00 N (Enc. w/Original sealed bid)	N	N

September 12, 2003

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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
Alternate Bid #9 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$89,501.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #8 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$89,001.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #7 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$88,501.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #6 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$88,011.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #5 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$87,501.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #4 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$87,011.00 N (Enc. w/Original sealed bid)	N	N

September 12, 2003

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<b>Submitted by: Bid Signed Y/N</b>	<b>Submitted by Rep/Agent Authorization Submitted Y/N</b>	<b>Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit* Form of Deposit</b>	<b>Required No. of Copies Y/N</b>	<b>Special Terms and Conditions Y/N</b>
Ajit Kumar Alternate Bid #3 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$86,501.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #2 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$86,011.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #1H 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$85,501.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #1G 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$85,009.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #1F 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$84,551.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #1E 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$82,511.00 N (Enc. w/Original sealed bid)	N	N

September 12, 2003

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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
Ajit Kumar Alternate Bid #1D 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$80,151.00 N (Enc. w/Original sealed bid)	N	N
Stanley Corces 10012 SW 79 <sup>th</sup> Avenue Miami FL 33156 Y	N	\$80,000.00 Y \$8,000.00	Y	Y ACCEPTABLE TO DIRECTOR OF COUNTY LANDS
Ajit Kumar Alternate Bid #1C 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$78,501.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #1B 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$77,111.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar Alternate Bid #1A 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$76,511.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar ORIGINAL SEALED BID 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$75,555.00 Y \$13,555.00 Check	N	N

September 12, 2003

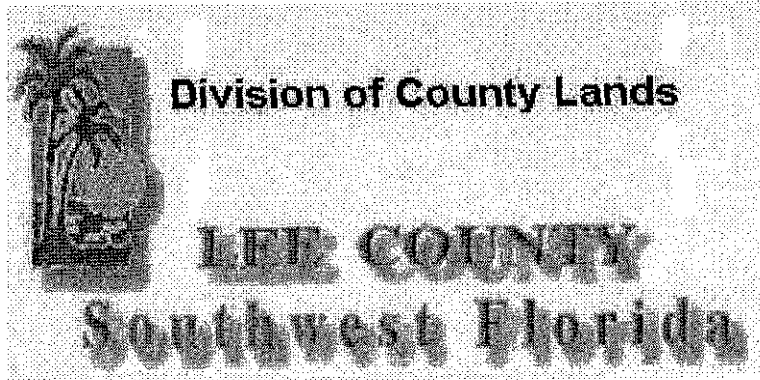
Page 8 of 8

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
Nevid Holdings Ltd. P O Box 62087 Fort Myers, FL 33906 Y	N	\$68,146.00 Y \$6,814.60	Y	N
Geoffrey A. Negin 13832 Pine Villa Lane Fort Myers, FL 33912 Y	N	\$51,200 Y \$5,120.00 Check	Y	N
Diana Culver 24593 Redfish Street Bonita Springs, FL 34134 Y	N	\$28,000.00 Y \$2,800.00 Personal Check - Ø	N	N

\*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, Michele McNeill.

Ø - BID CONSIDERED NON-RESPONSIVE DUE TO IMPROPER DEPOSIT FORM





## Surplus Lands Request for Bids

Title: 13502/13512 Pine Villa Lane

Property Location: 13502/13512 Pine Villa Lane, Fort Myers, FL

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

Contact: Michele S. McNeill, Property Acquisition Agent  
Division of County Lands

Phone 239.479.8505  
FAX 239.479.8391

Street Address:  
1500 Monroe Street, 4<sup>th</sup> 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  
DETAIL SPECIFICATIONS FOR COUNTY SALE  
PROPERTY LOCATED AT 13502/13512 PINE VILLA LANE  
FORT MYERS, FLORIDA**

**SCOPE**

Lee County desires to sell vacant surplus property at 13502/13512 Pine Villa Lane, in Fort Myers, Florida. The property is located at the intersection of Daniels Parkway and Pine Villa Lane. This is a remainder parcel from the Daniels Road Widening Project and is described on Attachment "A".

The parcel is approximately 1.0794 acres or 47,020.44 square feet and is identified as STRAP Numbers 24-45-24-04-00000.0010 and 24-45-24-04-00000.0020. The property is currently zoned RS-2 by Lee County.

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 bids, 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 for proposed agreement).

**DEED RESTRICTIONS, EXCEPTIONS, RESERVATIONS & EASEMENTS**

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

This property is subject to any easements, restrictions, reservations and rights of record. Including, but not limited to Restrictive Covenants recorded in Official Record Book 1024, page 831 and modified in Official Record Book 1115, page 1827; Resolution for construction of a waterline servicing Pinehurst Estates recorded in Official Record Book 1084, page 1709; and drainage and utility easements as shown on the plat recorded in Plat Book 29, pages 31 through 33, all in the Public Records of Lee County, Florida.

The County Deed will include a stipulation that direct access to Daniels Parkway will not be granted. The County Deed will include a reservation for a six (6) foot public utility easement along the northerly boundary of the parcel.

**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 a 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 there after 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.

## **CONTACT**

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

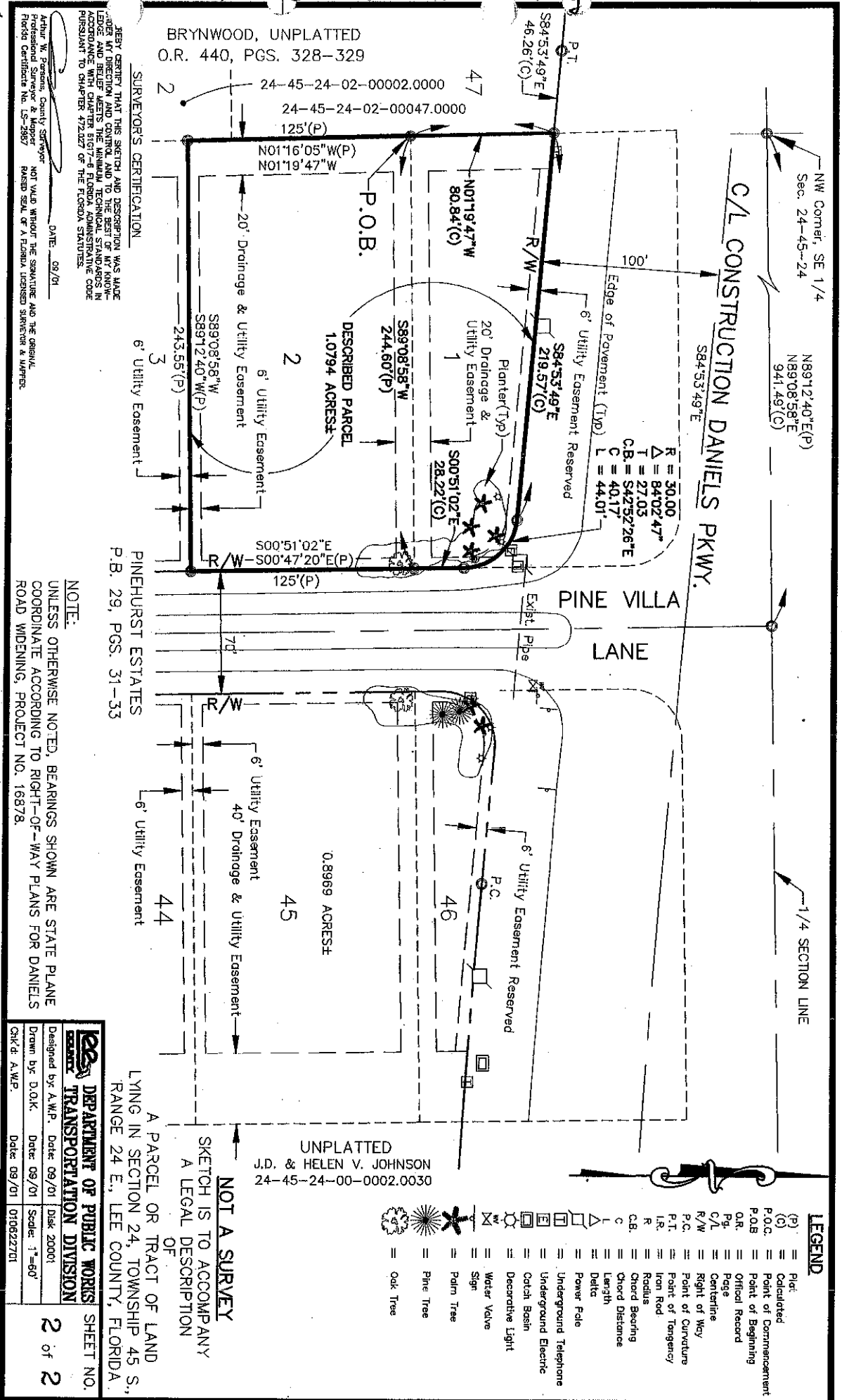
ATTACHMENT A (page 1 of 2)

A parcel or tract of land being all of Lot 2 and that portion of Lot 1, Pinehurst Estates, a subdivision according to a map or plat thereof on file and recorded in the Office of the Clerk of Circuit Court of Lee County, Florida, in Plat Book 29, Pages 31-33 lying south of the south right-of-way line of Daniels Parkway as shown on right-of-way plans for Daniels Road Widening, Project No. 16878 (April 1989), said parcel or tract is in the southeast quarter (SE 1/4) of Section 24, Township 45 South, Range 24 East and is more particularly described as follows:

All of Lot 2, aforesaid Pinehurst Estates and that portion of Lot 1, said Pinehurst Estates described as beginning at the southwest corner of said Lot 1; thence N 01°19'47"W along the west line of said Lot 1 for a distance of 80.84 feet to a point on the south right-of-way line of Daniels Parkway; thence run S84°53'49"E along the south right-of-way line of Daniels Parkway for a distance of 219.57 feet to a Point of Curvature; thence run easterly, southeasterly and southerly along the arc of a curve to the right of radius 30.00 feet, having for its elements, a central angle of 84°02'47" a chord bearing of S42°52'26"E, a chord distance of 40.17 feet for a distance of 44.01 feet to a point of tangency on the west right-of-way line of Pine Villa Lane and the east line of said Lot 1; thence run S 00°51'02"E along the east line of said Lot 1 and the west line of Pine Villa Lane for a distance of 28.22 feet to the southeast corner of said Lot 1; thence run S89°08'58"W along the south line of said Lot 1 for a distance of 244.60 feet to the point of beginning, containing 47,020.44 square feet (1.0794 acres) more or less.

Subject to restrictions, reservations and easements of record and reserving a 6 foot public utility easement along the northerly boundary of the subject property for public utility purposes.

Bearings mentioned hereinabove are State Plane Coordinate, Florida West Zone showing the north line of the southeast quarter (SE 1/4) of Section 24, Township 45 South, Range 24 East, Lee County, Florida as bearing N89°08'58"E according to the right-of-way plans for Daniels Road Widening, Project No. 16878.



ARTHUR W. JOHNSON, COUNTY SURVEYOR  
 PROFESSIONAL SURVEYOR & MAPPER  
 LICENSE NO. 15-2887  
 DATE: 08/01

BEYOND THE DATE THIS SURVEY WAS MADE...  
 SURVEYOR'S CERTIFICATION

NOTE:  
 UNLESS OTHERWISE NOTED, BEARINGS SHOWN ARE STATE PLANE COORDINATE ACCORDING TO RIGHT-OF-WAY PLANS FOR DANIEL'S ROAD WIDENING, PROJECT NO. 16878.

**DEPARTMENT OF PUBLIC WORKS**  
**TRANSPORTATION DIVISION**

DESIGNED BY: A.W.P. DATE: 09/01 DISK: 20001  
 DRAWN BY: D.O.K. DATE: 09/01 SCALE: 1"=60'

CHK'D: A.W.P. DATE: 09/01 010622701

SHEET NO. 2 OF 2

NOT A SURVEY  
 SKETCH IS TO ACCOMPANY  
 A LEGAL DESCRIPTION  
 OF  
 A PARCEL OR TRACT OF LAND  
 LYING IN SECTION 24, TOWNSHIP 45 S.,  
 RANGE 24 E., LEE COUNTY, FLORIDA.

UNPLATTED  
 J.D. & HELEN V. JOHNSON  
 24-45-24-00-0002.0030

**LEGEND**

(P)	Point
(C)	Calculated
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
O.R.	Official Record
Pa.	Page
C/L	Centerline
R/W	Right of Way
P.C.	Point of Curvature
P.T.	Point of Tangency
I.R.	Iron Rod
R	Radius
C.B.	Chord Bearing
C	Chord Distance
L	Length
Δ	Delta
□	Power Pole
⊞	Underground Telephone
⊞	Underground Electric
⊞	Catch Basin
⊞	Decorative Light
⊞	Water Valve
⊞	Sign
⊞	Palm Tree
⊞	Pine Tree
⊞	Oak Tree



ATTACHMENT B

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

Project: Daniels Road Widening  
STRAP No: 24-45-24-04-00000.0010 and 24-45-24-04-00000.0020.

**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. Direct access is specifically not granted to Daniels Parkway. A six (6) foot public utility easement will be reserved along the northerly boundary of the parcel.
- 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

\_\_\_\_\_  
Buyer (Date)

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer (Date)

\_\_\_\_\_  
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

# Attachment B

## Exhibit "A"

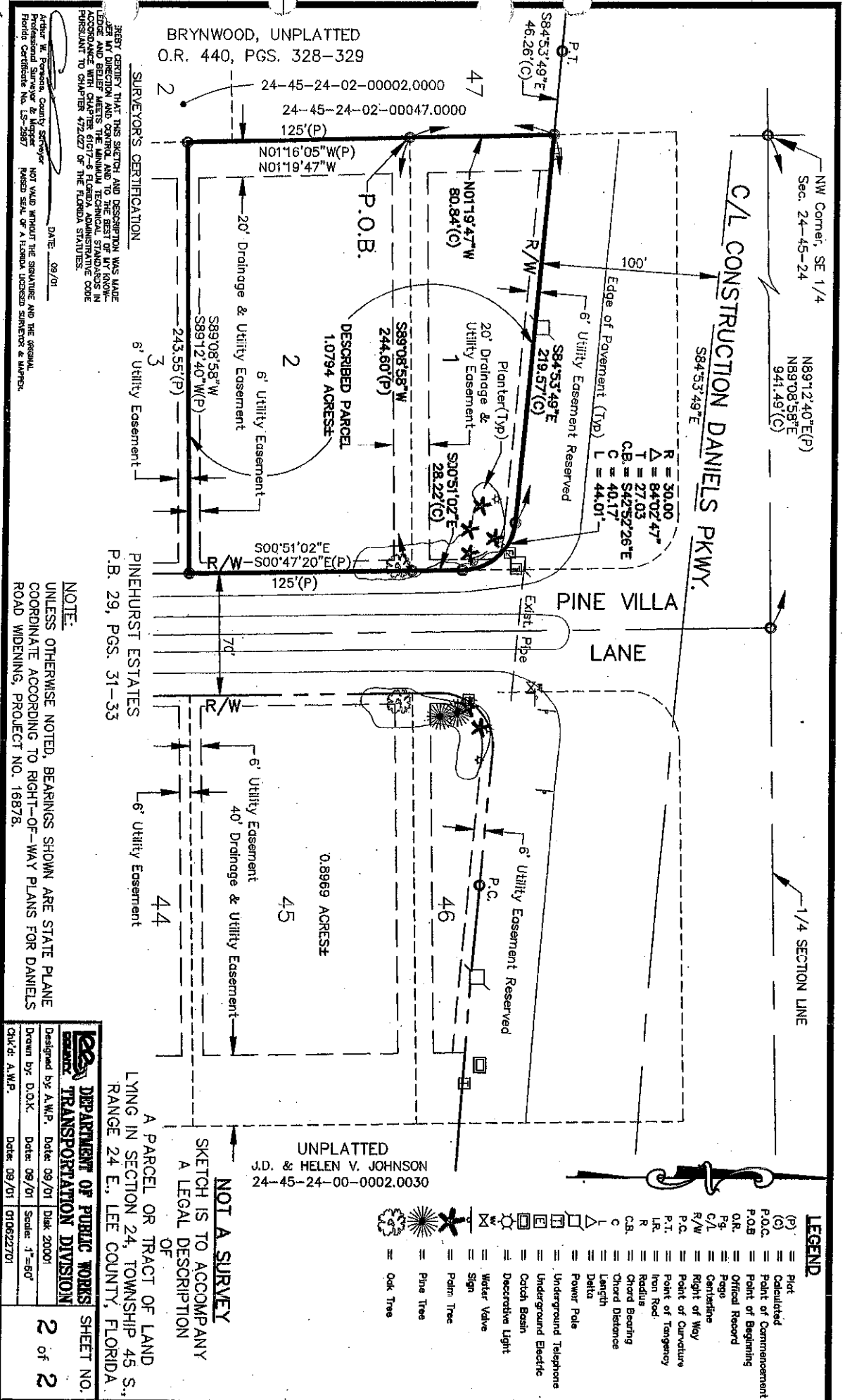
A parcel or tract of land being all of Lot 2 and that portion of Lot 1, Pinehurst Estates, a subdivision according to a map or plat thereof on file and recorded in the Office of the Clerk of Circuit Court of Lee County, Florida, in Plat Book 29, Pages 31-33 lying south of the south right-of-way line of Daniels Parkway as shown on right-of-way plans for Daniels Road Widening, Project No. 16878 (April 1989), said parcel or tract is in the southeast quarter (SE 1/4) of Section 24, Township 45 South, Range 24 East and is more particularly described as follows:

All of Lot 2, aforesaid Pinehurst Estates and that portion of Lot 1, said Pinehurst Estates described as beginning at the southwest corner of said Lot 1; thence N 01°19'47"W along the west line of said Lot 1 for a distance of 80.84 feet to a point on the south right-of-way line of Daniels Parkway; thence run S84°53'49"E along the south right-of-way line of Daniels Parkway for a distance of 219.57 feet to a Point of Curvature; thence run easterly, southeasterly and southerly along the arc of a curve to the right of radius 30.00 feet, having for its elements, a central angle of 84°02'47" a chord bearing of S42°52'26"E, a chord distance of 40.17 feet for a distance of 44.01 feet to a point of tangency on the west right-of-way line of Pine Villa Lane and the east line of said Lot 1; thence run S 00°51'02"E along the east line of said Lot 1 and the west line of Pine Villa Lane for a distance of 28.22 feet to the southeast corner of said Lot 1; thence run S89°08'58"W along the south line of said Lot 1 for a distance of 244.60 feet to the point of beginning, containing 47,020.44 square feet (1.0794 acres) more or less.

Subject to restrictions, reservations and easements of record and reserving a 6 foot public utility easement along the northerly boundary of the subject property for public utility purposes.

Bearings mentioned hereinabove are State Plane Coordinate, Florida West Zone showing the north line of the southeast quarter (SE 1/4) of Section 24, Township 45 South, Range 24 East, Lee County, Florida as bearing N89°08'58"E according to the right-of-way plans for Daniels Road Widening, Project No. 16878.

# EXHIBIT "A"



**SURVEYOR'S CERTIFICATION**

REGY. CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN CONFORMANCE WITH CHAPTER 6107-8, FLORIDA ADMINISTRATIVE CODE PRESENTLY TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

Arthur W. Parsons, County Surveyor  
Professional Surveyor & Mapper  
Florida Certificate No. LS-2587

DATE: 09/01

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PRESSED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

**NOTE:**

UNLESS OTHERWISE NOTED, BEARINGS SHOWN ARE STATE PLANE COORDINATE ACCORDING TO RIGHT-OF-WAY PLANS FOR DANIELS ROAD WIDENING, PROJECT NO. 18878.

**DEPARTMENT OF PUBLIC WORKS**  
**ROAD TRANSPORTATION DIVISION**

Designed by A.W.P. Date: 09/01 Disk: 20001  
Drawn by D.O.K. Date: 09/01 Scale: 1"=50'  
Checked by A.W.P. Date: 09/01 010622701

SHEET NO. 2 of 2

- LEGEND**
- (P) = Plat
  - (C) = Calculated
  - P.O.C. = Point of Commencement
  - P.O.B. = Point of Beginning
  - O.R. = Official Record
  - Pg. = Page
  - C/L = Centerline
  - R/W = Right of Way
  - P.C. = Point of Curvature
  - I.R. = Iron Rod
  - R. = Radius
  - C.B. = Chord Bearing
  - C. = Chord Distance
  - L. = Length
  - Δ = Delta
  - Power Pole
  - Underground Telephone
  - Underground Electric
  - Catch Basin
  - Decorative Light
  - Water Valve
  - Sign
  - Palm Tree
  - Pine Tree
  - Oak Tree

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

STRAP No. 24-45-24-04-00000.0010 and .0020

**COUNTY DEED  
(Statutory)**

**THIS DEED**, executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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.

Direct access to Daniels Parkway will not be granted. A six foot public utility easement is reserved along the northerly boundary of the parcel.

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

A parcel or tract of land being all of Lot 2 and that portion of Lot 1, Pinehurst Estates, a subdivision according to a map or plat thereof on file and recorded in the Office of the Clerk of Circuit Court of Lee County, Florida, in Plat Book 29, Pages 31-33 lying south of the south right-of-way line of Daniels Parkway as shown on right-of-way plans for Daniels Road Widening, Project No. 16878 (April 1989), said parcel or tract is in the southeast quarter (SE 1/4) of Section 24, Township 45 South, Range 24 East and is more particularly described as follows:

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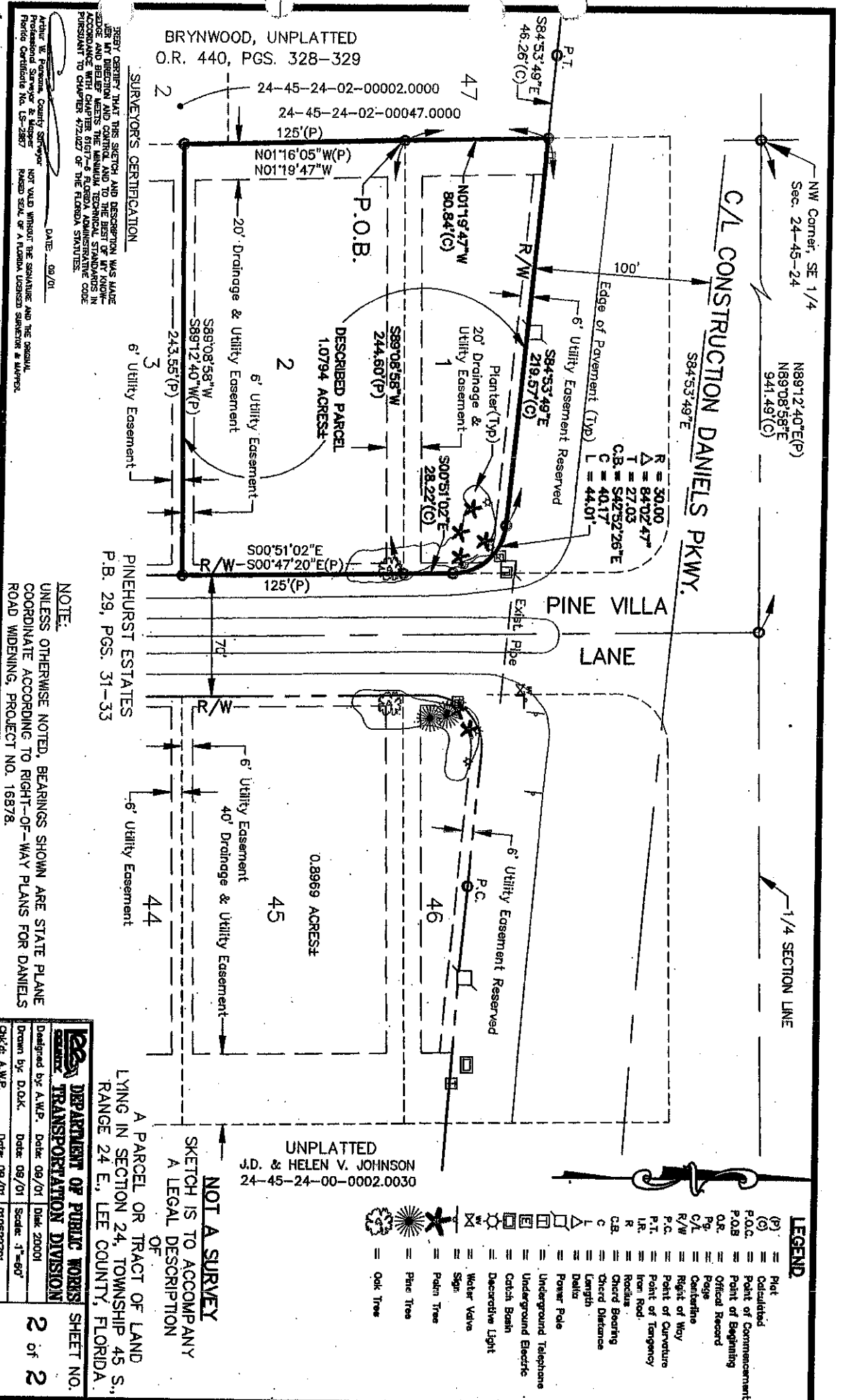
Subject to restrictions, reservations and easements of record and reserving a 6 foot public utility easement along the northerly boundary of the subject property for public utility purposes.

Bearings mentioned hereinabove are State Plane Coordinate, Florida West Zone showing the north line of the southeast quarter (SE 1/4) of Section 24, Township 45 South, Range 24 East, Lee County, Florida as bearing N89°08'58"E according to the right-of-way plans for Daniels Road Widening, Project No. 16878.

This property is subject to any easements, restrictions, reservations and rights of record. Including, but not limited to Restrictive Covenants recorded in Official Record Book 1024, page 831 and modified in Official Record Book 1115, page 1827; Resolution for construction of a waterline servicing Pinehurst Estates recorded in Official Record Book 1084, page 1709; and drainage and utility easements as shown on the plat recorded in Plat Book 29, pages 31 through 33, all in the Public Records of Lee County, Florida.

Direct access to Daniels Parkway will not be granted.

Subject to a reservation to the Grantor for a six (6) foot public utility easement along the northerly boundary of the parcel.



**FREE CERTIFICATION**  
 THAT THIS SKETCH AND DESCRIPTION WAS MADE  
 BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION  
 AND THAT I AM A LICENSED SURVEYOR IN THE STATE  
 OF FLORIDA AND THAT I AM NOT PROVIDING ANY  
 GUARANTEE OR WARRANTY FOR THE ACCURACY OF  
 THIS SKETCH OR DESCRIPTION.  
 Arthur W. Poremba, County Surveyor  
 Professional Surveyor & Mapper  
 Florida Certificate No. 13-2887  
 DATE: 09/01  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
 PLOTTED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

**NOTE:**  
 UNLESS OTHERWISE NOTED, BEARINGS SHOWN ARE STATE PLANE  
 COORDINATE ACCORDING TO RIGHT-OF-WAY PLANS FOR DANIELS  
 ROAD WIDENING, PROJECT NO. 16878.

**DEPARTMENT OF PUBLIC WORKS**  
 TRANSPORTATION DIVISION  
 SHEET NO. 2 of 2



**LEE COUNTY**  
SOUTHWEST FLORIDA  
Division of County Lands

**BID SUBMITTAL FORM**

**TITLE OF BID:** 13502/13512 Pine Villa Lane

<b>Bidder Contact Information:</b>	
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	

<b>Bid Amount</b>	<b>\$</b>
Enclosed Deposit (10% of Bid Amount)	<b>\$</b>

*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