Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20031141

1. REQUESTED MOTION:

ACTION REQUESTED: Accept highest bid of \$101,000 and approve Real Estate Sales Agreement for the sale of County Surplus Property located at 13503/13513 Pine Villa Lane, Fort Myers, Florida (STRAP Numbers 24-45-24-04-0000.0450 and 24-45-24-04-00000.0460). 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.

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

2. DEPARTMENTAL CATEGORY COMMISSION DISTRICT # 5	<u>Y</u> : 6	CGC		3. MEETING DATE:	10-07-2003
4. AGENDA:	5. <u>REQ</u>	UIREMENT/PURF	OSE:	6. REQUESTOR OF	INFORMATION:
X CONSENT ADMINISTRATIVE APPEALS PUBLIC WALK ON TIME REQUIRED:	X X X	fy) STATUTE ORDINANCE ADMIN, CODE OTHER Blue Sheet No. 2	125 02-34 20011369	A. COMMISSIONER B. DEPARTMENT C. DIVISION BY: Karen	Independent County Lands Government L.W. Forsyth, Director

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 and, 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 Syed Ali and Eva Ali, husband and wife, in the amount of \$101,000. A copy of the Bid Tabulation Sheet is attached.

A similar parcel, directly across from the subject property, was appraised by J. Lee Norris, MAI, SRA, of Carlson, Norris and Associates, Inc. as of August 18, 2003 with a value of \$85,000.

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	B Purchasing	C Human	D Other	E County		Budget	F Services	3	Count	G y Manager
Director	or Contracts	Resources		Attorney		_ ORM	a glusto)		
K. forsyth			ANA SAND	John J 9.24-03	OA Linds	9 H D)	Risk Q19	GC WO	200	HUIN S
10. <u>COMPAISS</u>	SION ACTION:	APPROVE DENIED DEFERRE OTHER		CO. ATTY. FORMATION TO, CO. ADE	ng.	1 '	COL	EIVED BY NTY ADMIN: 3:35 / 2/2 NTY ADMIN WARDED TO:		

S:\pool\SURP8617\Pinehurst Lots\13503-13 Pine Villa Lane_files\Blue sheet approve sales

agréement/doc

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

STRAP No: 24-45-24-04-00000.0450 and 24-45-24-04-00000.0460.

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this	16th-	day of SPT Gulsen
, 2003, between LEE COUNTY, a political subdivision of the	State of Flori	da (Seller), and
SYED ALI and EVA ALI, husband and wife, (Buyer) whose address is 30		
FL 33909, 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 \$101,000.00, payable by certified funds at closing.
- 3. **DEPOSIT**: Seller acknowledges receipt of \$10,100.00 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.

This agreement represents the entire agree	ement between the parties.	
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SIEWLAL DEDKIE Printed Name of Witness		
Printed Name of Witness		÷
Seew lat Jedlece	Eva Ali	9/16/03 (Date)
Witness /	Eva Ali	(Date)
SIEWLAL DEOKIE		
SIEWLAL DEOKIE Printed Name of Witness		
ATTEST: CHARLIE GREEN, CLERK	LEE COUNTY, FL BOARD OF COU	LORIDA, BY ITS NTY COMMISSIONERS
By: Deputy Clerk	By: Chairman	
	APPROVED AS T	O FORM
	Office of County A	ttorney

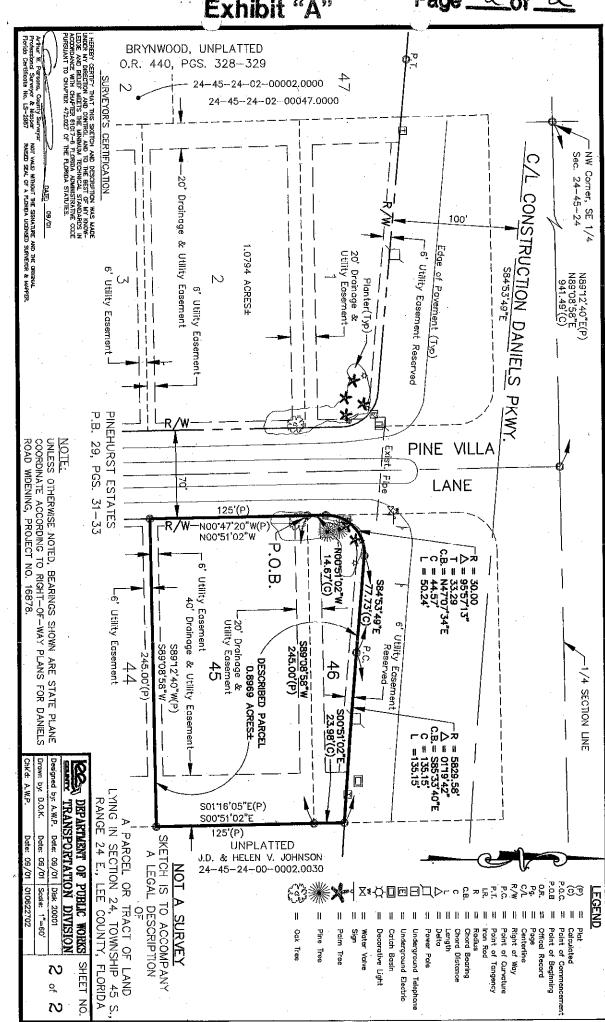
EXHIBIT A (page 1 of 2)

A parcel or tract of land being all of Lot 45 and that portion of Lot 46, 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 45, aforesaid Pinehurst Estates and that portion of Lot 46, said Pinehurst Estates described as beginning at the southwest corner of said Lot 46; thence run N00°5 1'02"W along the west line of said Lot 46 and the east right-of-way line of Pine Villa Lane for a distance of 14.67 feet to a point of curvature; thence run northerly, northeasterly and easterly along the arc of a curve to the right of radius 30 feet, having for its elements a central angle of 95°57'13", a chord bearing of N47°07'34"E, a chord distance of 44.57 feet for a distance of 50.24 feet to a point of tangency 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 77.73 feet to a point of curvature; thence run easterly along the arc of a curve to the left of radius 5829.58 feet having for its elements a central angle of 01°19'42", a chord bearing of S85°33'40"E, a chord distance of 135.15 feet for a distance of 135.15 feet to a point of intersection with the east line of said Lot 46 and to which point a radial line bears S03°46'29"W; thence, departing the south right-of-way of Daniels Parkway, run S00°51'02"E (non-radial) along the east line of said Lot 46 for a distance of 23.98 feet to the southeast corner of said Lot 46; thence run S89°08'58"W along the south line of said Lot 46 for a distance of 245.00 feet to the point of beginning, containing 39,068.90 feet (0.8969 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.

Exhibit "A"



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

STRAP No. 24-45-24-04-00000.0450 and .0460

COUNTY	DEED
(Statut	orv)

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 SYED ALI AND EVA ALI, HUSBAND AND WIFE, whose address is 301 NE 19TH Place, Cape Coral, FL 33909, 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

By:
Deputy Clerk

By:
Chairman
APPROVED AS TO LEGAL FORM:

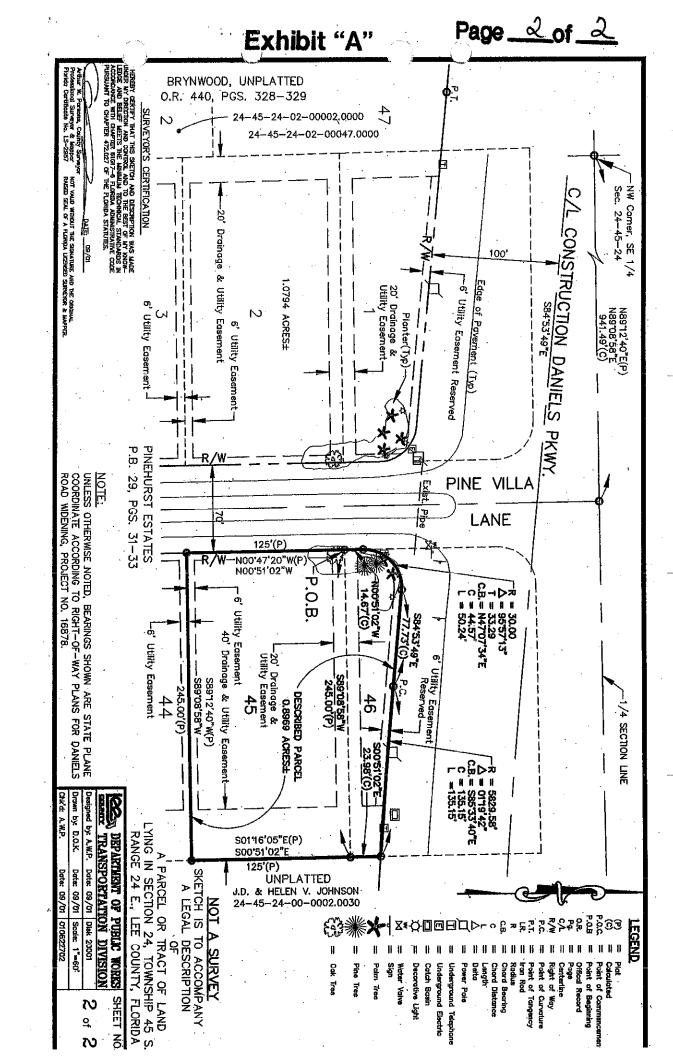
Office of County Attorney

EXHIBIT A (page 1 of 2)

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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.





September 12, 2003

Page 1 of 4

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

Submitted by: Bid Signed Y/N	Submitted by Rep/Agent Authorization Submitted Y/N	Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit* Form of Deposit	Required No. of Copies Y/N	Special Terms and Conditions Y/N
Syed + Eva Ali 301 NE 19 th Place Cape Coral FL 33909 Y	N	\$101,000.00 Y \$10,100.00 Check	Y	N
Alternate Bid #14 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$85,155.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #13 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$84,555.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #12 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$84,015.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #11 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$83,755.00 N (Enc. w/Original sealed bid)	N	N



September 12, 2003

Page 2 of 4

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 #10 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$83,051.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #9 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$82,150.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #8 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$81,159.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #7 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	·N	\$80,155.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #6 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$79,159.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #5 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$78,155.00 N (Enc. w/Original sealed bid)	N	N



September 12, 2003

Page 3 of 4

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 #4 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$77,251.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #3 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$76,115.00 N (Enc. w/Original sealed bid)	N	N
Alternate Bid #2 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$75,115.00 N (Enc. w/Original sealed bid)	N	N
Ajit Kumar ORIGINAL SEALED BID 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$74,551.00 N \$8,550.00 CHECK	N	N
Nevid Holdings Ltd. P O Box 62087 Fort Myers, FL 33906 Y	N	\$62,146.00 Y \$6,214.60	Y	N
Alternate Bid #17 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N ·	88,651.00 (Enc. w/Original sealed bid) N Ø	N	N



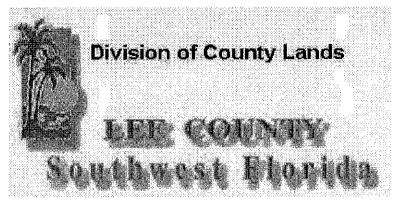
September 12, 2003

Page 4 of 4

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 #16 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$87,555.00 N (Enc. w/Original sealed bid) Ø	N	N
Alternate Bid #15 Ajit Kumar 2161 Franklin Street Fort Myers, FL 33901 Y	N	\$85,550.00 N (Enc. w/Original sealed bid) Ø	N	N
Stanley Corces 10012 SW 79 th Avenue Miami FL 33156 Y	N	\$70,000.00 N Ø	Y	Y ACCEPTABLE TO DIRECTOR OF COUNTY LANDS
Diana Foreman 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.

arnothing - BID CONSIDERED NON-RESPONSIVE DUE TO IMPROPER DEPOSIT FORM OR AMOUNT



Surplus Lands Request for Bids

Title: 13503/13513 Pine Villa Lane

Property Location:

13503/13513 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, 4th Floor Fort Myers, FL 33901

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

Pre-Bid Meeting: None

Attachments: General Conditions

Detailed Specifications Bid Submittal Form

GENERAL CONDITIONS

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

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

1. **SUBMISSION OF BID:**

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

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

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

2. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

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

3. PRE-BID CONFERENCE

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

In the event attendance at pre-bid conference is classified as <u>mandatory</u>, 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. <u>BIDDERS LIST MAINTENANCE</u>

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. <u>REQUIRED SUBMITTALS</u>

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. <u>ANTI-LOBBYING CLAUSE</u>

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.

L:\LANDDFRM\SURPLUS LANDS FORMS\General Conditions Formal.doc msm 5/16/03

DETAIL SPECIFICATIONS FOR COULY SALE PROPERTY LOCATED AT 13503/13513 PINE VILLA LANE FORT MYERS. FLORIDA

SCOPE

Lee County desires to sell vacant surplus property at 13503/13513 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 0.89 acres or 39,068.9 square feet and is identified as STRAP Numbers 24-45-24-04-00000.0450 and 24-45-24-04-00000.0460. 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 <u>must</u> 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. <u>No cash or personal checks will be accepted</u>. 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

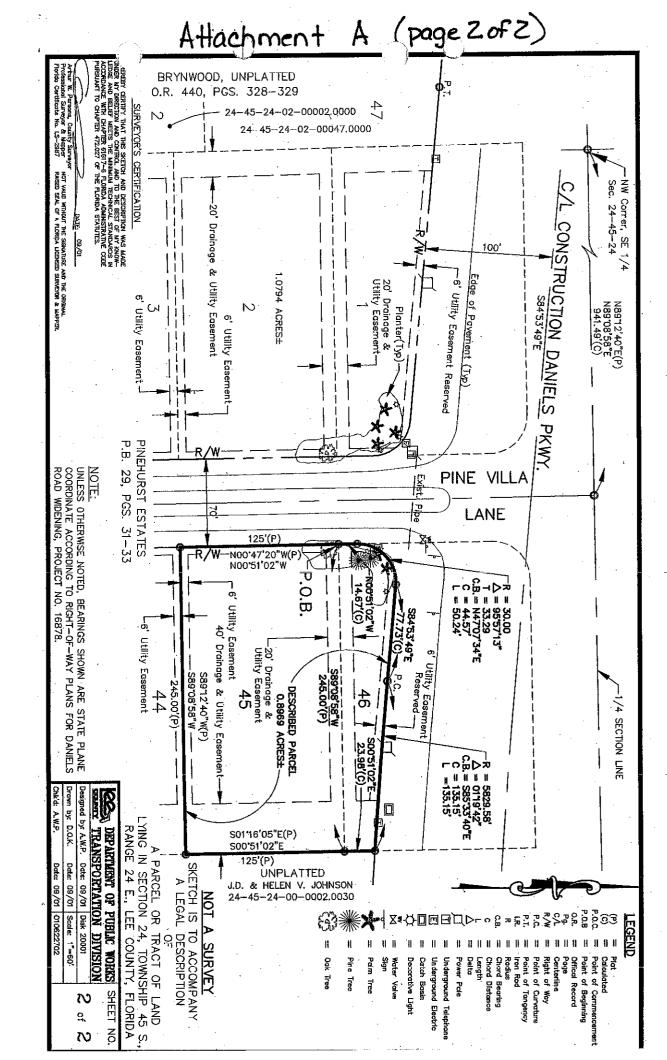
For information regarding bidding procedures or additional information regarding the property, contact Michele McNeill, Property Acquisition Agent, at the Division of County Lands at (239) 479-8505.

/ ATTACHMENT A (page 1 of 2)

A parcel or tract of land being all of Lot 45 and that portion of Lot 46, 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 45, aforesaid Pinehurst Estates and that portion of Lot 46, said Pinehurst Estates described as beginning at the southwest corner of said Lot 46; thence run N00°5 1'02"W along the west line of said Lot 46 and the east right-of-way line of Pine Villa Lane for a distance of 14.67 feet to a point of curvature; thence run northerly, northeasterly and easterly along the arc of a curve to the right of radius 30 feet, having for its elements a central angle of 95°57'13", a chord bearing of N47°07'34"E, a chord distance of 44.57 feet for a distance of 50.24 feet to a point of tangency 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 77.73 feet to a point of curvature; thence run easterly along the arc of a curve to the left of radius 5829.58 feet having for its elements a central angle of 01°19'42", a chord bearing of S85°33'40"E, a chord distance of 135.15 feet for a distance of 135.15 feet to a point of intersection with the east line of said Lot 46 and to which point a radial line bears S03°46'29"W; thence, departing the south right-of-way of Daniels Parkway, run S00°51'02"E (non-radial) along the east line of said Lot 46 for a distance of 23.98 feet to the southeast corner of said Lot 46; thence run S89°08'58"W along the south line of said Lot 46 for a distance of 245.00 feet to the point of beginning, containing 39,068.90 feet (0.8969 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.



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: 24-45-24-04-00000.0450 and 24-45-24-04-00000.0460.

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT fo	r real estate purchase and sale is	s made this	day of
, 20, betwee	een LEE COUNTY, a political sub	bdivision of the	State of Florida (Seller),
and	er) whose addre		
	,as follows:	•	
purchase all right, title and ir	SELL AND PURCHASE : Seller a nterest in that certain parcel of lan A" attached to this agreement.		
PURCHASE PRICE certified funds at closing.	i: The purchase price for the prop	perty is \$, payable by
DEPOSIT: Seller act be credited against the purch	knowledges receipt of \$ nase price at closing.	from Bu	uyer as a deposit that will

- 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 PERFC | ANCE: 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 (Dat
Printed Name of Witness	Printed Name of Buyer
Witness	Buyer (Dat
Printed Name of Witness	Printed Name of Buyer
ATTEST: CHARLIE GREEN, CLERK	LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONE
By: Deputy Clerk	By: Chairman
	APPROVED AS TO FORM
	Office of County Attorney

S:\POOL\SURP8617\Pinehurst Lots\PINEHURST SPEC LOTS45-46 07-14-03.WPD

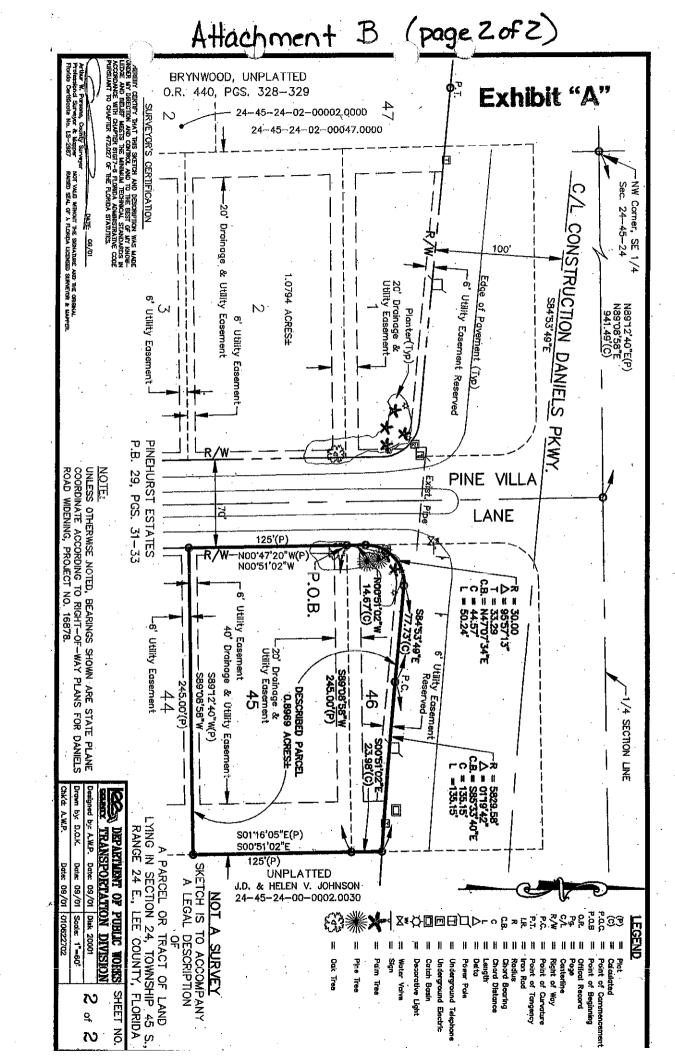
ATTACHMENT B (page 1 of 2)

Exhibit "A"

A parcel or tract of land being all of Lot 45 and that portion of Lot 46, 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.



ATTACHMENT C

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

STRAP No. 24-45-24-04-00000.0450 and .0460

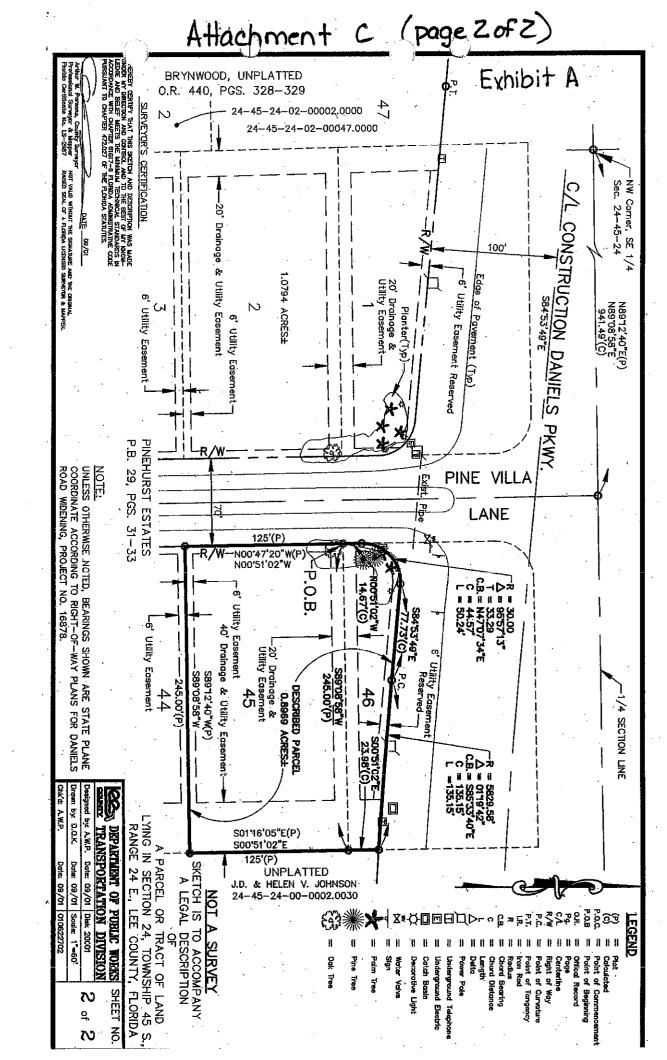
COUNT (Statu	
THIS DEED, executed this day of POLITICAL SUBDIVISION OF THE STATE OF FLORII Myers, Florida 33902-0398, COUNTY, to, G whose address is, G	, 20, by LEE COUNTY, FLORIDA, A DA, whose address is Post Office Box 398, Fort
	nsideration of the sum of Ten (\$10.00) Dollars by acknowledged, has granted, bargained and
SEE ATTACHED EXHI	BIT "A"
In accordance with Florida Statutes s. 270.11 three-fourths interest in, and title in and to an undivide minerals, and metals that are or may be in, on, or und interest in all the petroleum that is or may be in, on, or use and develop each interest. Provided, however, the rephosphate, minerals, metals or petroleum reserved in subject parcel being conveyed is or has always been aggregate under the same ownership.	ed three-fourths interest in, all the phosphate, er the subject land and an undivided one-half nder the subject land with the privilege to mine ight of entry with respect to any interest in favor of the County is hereby released if the
Direct access to Daniels Parkway will not be reserved along the northerly boundary of the parcel.	granted. A six foot public utility easement is
This grant conveys only the interest of the Cou the property herein described, and does not warrant the the title.	inty and its Board of County Commissioners in title or represent any state of facts concerning
IN WITNESS WHEREOF the COUNTY has ca by its Board of County Commissioners acting by the Chaabove.	used these presents to be executed in its name air or Vice Chair of said Board, the day and year
(OFFICIAL SEAL)	
ATTEST: CHARLIE GREEN, CLERK	LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By <u>:</u>	
Deputy Clerk	Chairman
	APPROVED AS TO LEGAL FORM:
	Office of County Attorney

ATTACHMENT C(page 1 of 2) Exhibit A

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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.





BID SUBMITTAL FORM

TITLE OF BID: 13503/13513 Pine Villa Lane

Bidder Contact Information:	
Bidder Name	
Mailing Address	
City, State, Postal Code and Country (If other than USA)	
Area Code and Telephone Number	
Area Code and Facsimile Number	
E-mail Address, if available	
,	
Bid Amount	\$
Enclosed Deposit (10% of Bid Amount)	\$
representation of special terms or conditions Are there any special terms or conditions	
Yes No No	
Failure to clearly identify any special terms of page may be grounds for the bidder being debid rescinded by the County. Special Terms or Conditions, If Any:	r conditions in the space below or on a separate eclared nonresponsive or to have the award of the
opeoidi joinic oi condinene, ii i ii.y.	
	•
Having carefully examined the "General Specifications", all of which are contained by submits this bid which meet the	ined herein by reference, the Undersigned
more and a management of the second of the s	
Signature	Date
Printed Name	