

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

Blue Sheet No. 20031142

1. REQUESTED MOTION:

ACTION REQUESTED: Accept increased bid of \$103,500 and approve Real Estate Sales Agreement for the sale of County Surplus Property located at 4551 Tilton Court, Fort Myers, Florida (STRAP Number 02-45-24-P2-00066.002B). 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**

CLD

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

4. AGENDA:

**5. REQUIREMENT/PURPOSE:
(Specify)**

6. REQUESTOR OF INFORMATION:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

- STATUTE 125
 - ORDINANCE 02-34
 - ADMIN. CODE
 - OTHER
- Blue Sheet No. 20020169

- A. COMMISSIONER
 - B. DEPARTMENT Independent
 - C. DIVISION County Lands
- BY: Karen L.W. Forsyth, Director

7. BACKGROUND:

The Division of County Lands has solicited sealed bids for the sale of property located at 4551 Tilton Court in accordance with County Ordinance 02-34. The property had previously been placed out for bid under the statutory process in May 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 Filippo Mastrocola, in the amount of \$81,900 and subsequently staff negotiated an increase of the bid amount to \$103,500. A copy of the Bid Tabulation Sheet is attached.

The appraised value of the property as of August 5, 2003 is \$115,000. The parcel was appraised by J. Lee Norris, MAI, SRA, of Carlson, Norris and Associates, Inc. Please refer to attached justification sheet.

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

Attachments: Justification Sheet, Location Map, 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>K. Forsyth</i> | | | <i>9/24/03 JCS</i> | <i>John D. DeGuzman 9-24-03</i> | <i>OA 9/24/03</i> | <i>OM 9/24/03</i> | <i>Risk 9/24/03</i> | <i>GC 9/24/03</i> | <i>9/24/03 [Signature]</i> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY.
FORWARDED
TO CO. ADMIN.
9/24/03 3:20 PM

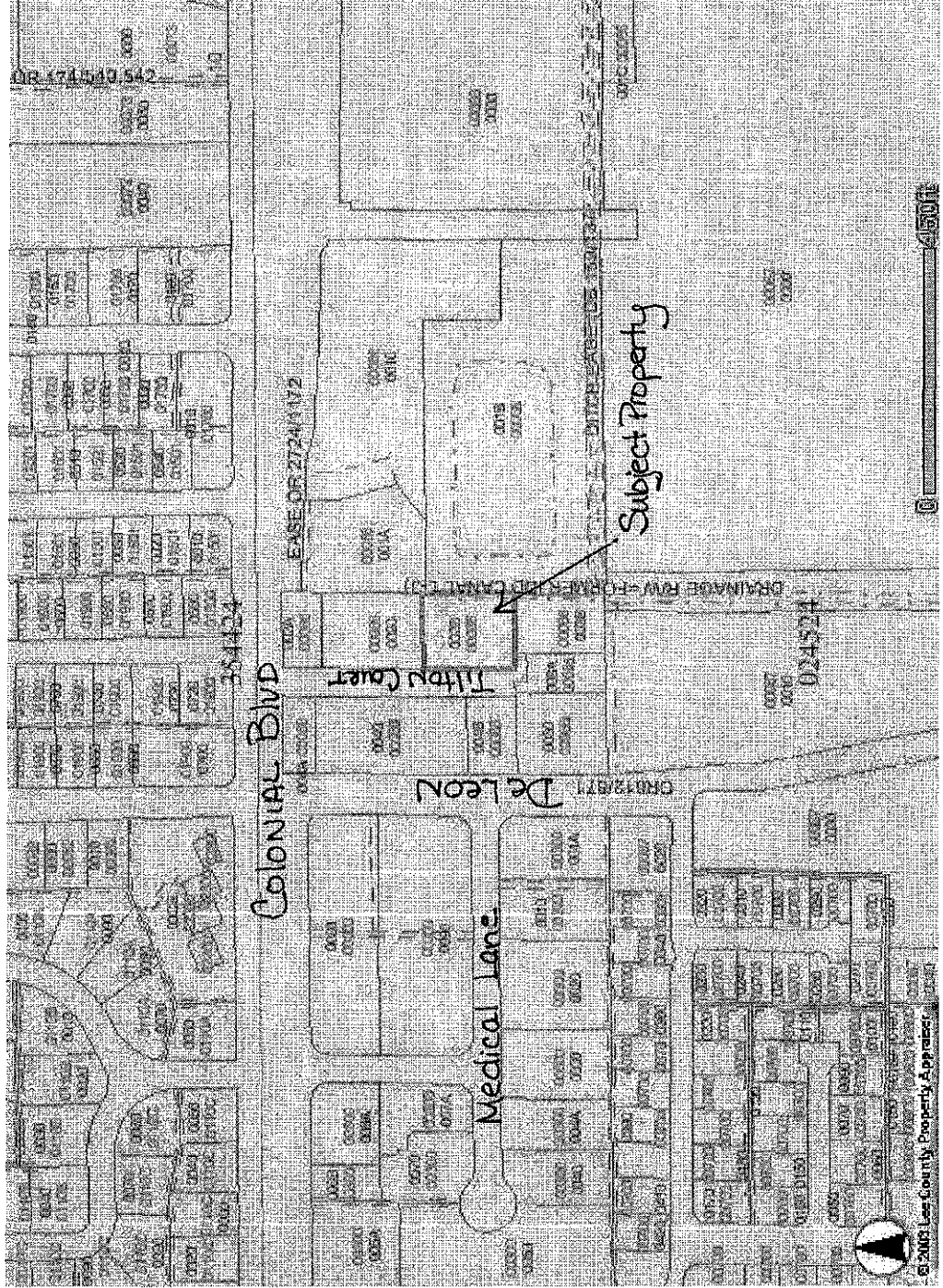
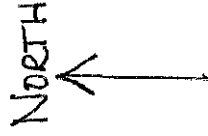
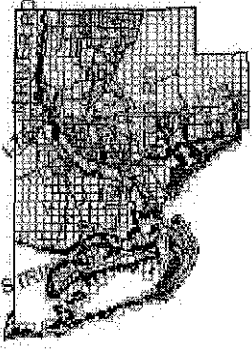
RECEIVED BY
COUNTY ADMIN:
9/24
3:35 PM
COUNTY ADMIN
FORWARDED TO: *DS*
9/25 1:00

JUSTIFICATION SHEET

The subject parcel is a ± 25,200 square foot lot located at 4551 Tilton Court, Fort Myers, just south of the intersection of Colonial Boulevard and Tilton Court. The parcel is a remnant from a larger parcel acquired for the US41/Colonial Interchange Project, No. 6651. The STRAP Number is 02-45-24-P2-00066.002B.

The County acquired this property from Nationsbank, N.A. along with a much larger tract necessary for the project. Cost for this parcel was minimal as the property owner wanted to dispose of it with the larger tract but did not increase the price. The negotiated bid is \$103,500. While this amount is 10% less than the appraised value of \$115,000, the county will bear no closing costs or real estate commission fees.

4551 Tilton Court



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

STRAP No: 02-45-24-P2-00066.002B

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this 19th day of September, 2003, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and FILIPPO MASTROCOLA, a married person (Buyer) whose address is 3101 Terrace Avenue, Naples, FL 34101, 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 \$103,500.00, payable by certified funds at closing.
3. **DEPOSIT:** Seller acknowledges receipt of \$3,190.00 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 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.

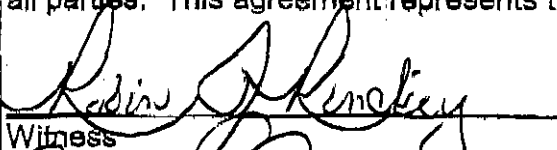
7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES:

- 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

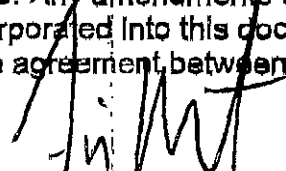
Robin J Ruckey
Printed Name of Witness

Witness

Printed Name of Witness

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk


Filippo Mastrocola (Date)

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED AS TO FORM

Office of County Attorney

EXHIBIT A

The North 180 feet of the South 345 feet of the East 140 feet of the East ½ of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 Section 2, Township 45 South, Range 24 East, Lee County Florida.

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

STRAP No. 02-45-24-P2-00066.002B

**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 **FILIPPO MASTROCOLA, A MARRIED PERSON**, whose address is 3101 Terrace Avenue, Naples, FL 34104, 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.

This property is subject to any easements, restrictions, reservations and rights of record to include a drainage easement over the east 30 feet of the property, commonly known as IDD Canal L-3.

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

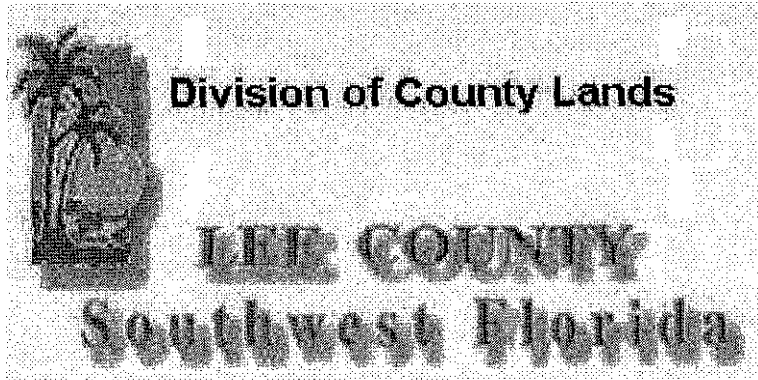
The North 180 feet of the South 345 feet of the East 140 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 2, Township 45 South, Range 24 East, Lee County Florida.

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, 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 |
|--|--|--|-------------------------------|--|
| Filippo Mastrocola 3101 Terrace Avenue Naples, FL 34104 Y | N | \$81,900.00 Y \$8,190.00 Check | Y | N |
| Greg Hennen 3270 Cargo Street Fort Myers, FL 33916 Y | N | \$72,501.00 Y \$7,255.00 Check | Y | N |
| Nevid Holdings Ltd. P O Box 62087 Fort Myers, FL 33906 Y | N | \$45,146 Y \$4,514.60 Check | Y | N |
| Eddie E. Neese 12661 Metro Parkway Fort Myers, FL 33912 Y | N | \$33,750.00 Y \$3,375.00 Check | Y | N |
| 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.

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



**Surplus Lands
Request for Bids
Under County Bid Sale Procedure**

Title: 4551 Tilton Court

Property Location: 4551 Tilton Court, Fort Myers, FL

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

Contact:

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 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
DETAILED SPECIFICATIONS
FOR THE SALE OF PROPERTY
LOCATED AT 4551 TILTON COURT
FORT MYERS, FLORIDA**

SCOPE

Lee County desires to sell vacant surplus property at 4551 Tilton Court, in Fort Myers, Florida. The property is located approximately 200 feet south of the intersection of Colonial Boulevard and Tilton Court. This is a remainder parcel from the US41 Colonial Interchange Project 6651 and is described on Attachment "A".

The parcel is approximately 0.57 acres or 25,200 square feet and is identified as STRAP Number 02-45-24-P2-00066.002B. The property is currently zoned B-1 by the City of Fort Myers.

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 RESTRICTION & EASEMENT

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.

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 quoter 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 thereafter 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

The North 180 feet of the South 345 feet of the East 140 feet of the East ½ of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 Section 2, Township 45 South, Range 24 East, Lee County Florida.

ATTACHMENT B

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

Project: US41 Colonial Interchange
STRAP No: 02-45-24-P2-00066.002B

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.

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

Exhibit "A"

The North 180 feet of the South 345 feet of the East 140 feet of the East ½ of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 Section 2, Township 45 South, Range 24 East, Lee County Florida.

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

STRAP No. 02-45-24-P2-00066.002B

**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.

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"

The North 180 feet of the South 345 feet of the East 140 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 2, Township 45 South, Range 24 East, Lee County Florida.



LEE COUNTY
SOUTHWEST FLORIDA
Division of County Lands

BID SUBMITTAL FORM

TITLE OF BID: 4551 Tilton Court

| | |
|---|--|
| 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) | \$ |

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