

DEADLINE TO SUBMIT BIDS
October 2, 2024, by 12:00 noon



Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

**Lee County Surplus Land
County Sale - Request for Bids
Sealed Bid Procedure**

Title of Bid: County Surplus Land Sale – 1646 Beachwood Dr. North Fort Myers,
FL 33903

Property Location: 1646 Beachwood Dr. North Fort Myers FL 33903

STRAP No. 02-44-24-06-00000.0200

Contact name and mailing address:

Marja Borkert
Lee County, Department of County Lands
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

Phone: (239) 533-8746
Email: Mborkert@leegov.com

Enclosures:

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



DEADLINE TO SUBMIT BIDS
October 2, 2024, by 12:00 noon

BID SUBMITTAL FORM

TITLE OF BID: County Surplus Land Sale – 1646 Beachwood Dr. North Fort Myers, FL 33903
STRAP No: 02-44-24-06-00000.0200

<i>Bidder Contact Information:</i>	
Bidder Name	
<i>Mailing Address</i> Street, City, State, Zip Code Country (if other than USA)	
Telephone Number	
E-mail Address	

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

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


Signature

_____, 202__
Date

Printed Name



EagleView, Lee County Property Appraiser, Lee County GIS

 Subject



**1646 Beachwood Drive - Surplus Land
STRAP #02-44-24-06-00000.0200**

DATE	PROJECT	S-T-R	SCALE	SHEET
OCT 2024	Surplus Misc.	02-44-24	NTS	1 of 1



Property Data

STRAP: 02-44-24-06-00000.0200 Folio ID: 10151630

[Hurricane Ian Tax Roll Value Letter](#) [Tax Refund Status](#)

Generated on 7/23/2024 10:40 AM

Owner Of Record - Sole Owner [\[Change Mailing Address\]](#)

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

Site Address

Site Address maintained by [E911 Program Addressing](#)

1646 BEACHWOOD DR
NORTH FORT MYERS FL 33903

Property Description

Do not use for legal documents!

MOSS PARK PB 9 PG 118 LT 20 LESS PT SR 78 DESC OR 1703
PG 3824

[View Recorded Plat at LeeClerk.org](#) - Use this link to do an Official Records search on the Lee County Clerk of Courts website, using 9 and 118 for the book and page numbers.

Attributes and Location Details

Total Bedrooms / Bathrooms 0
1st Year Building on Tax Roll N/A
Historic Designation No

Township	Range	Section	Block	Lot
44	24E	02	00000	0200
Municipality	Latitude	Longitude		
Lee County Unincorporated - 0	26.68168	-81.88643		

[View Parcel on Google Maps](#)

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



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

Image of Structure



Property Values / Exemptions / TRIM Notices

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Property Details (Current Working Values)

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Property Details (2023 Tax Roll)

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Taxing Authorities

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Sales / Transactions

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Solid Waste (Garbage) Roll Data

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Flood and Storm Information

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DEADLINE TO SUBMIT BIDS

October 2, 2024, by 12:00 noon
("Bid Expiration Deadline")

DEPARTMENT OF COUNTY LANDS

COUNTY SURPLUS LAND SALE – 1646 Beachwood Dr. North Fort Myers, FL 33903

GENERAL CONDITIONS

Questions pertaining to these General Conditions should be directed to Marja Borkert, Lee County Department of County Lands, at (239) 533-8746, or by email at Mborkert@leegov.com.

I. SEALED BID PROCEDURE.

(A) Deadline to Submit Bids. **Sealed bids must be received in the office of the Department of County Lands no later than 12:00 noon on the Bid Expiration Deadline indicated above.**

(B) Mailing Address. Bids must be submitted using the Bid Submittal Form in the bid package and delivered to the following address:

Marja Borkert
Lee County, Department of County Lands
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

(C) Sealed Bid Envelope. Bids must be submitted in a sealed envelope, with the following information typed or written on the outside of the envelope:

- Marked with the words "**Sealed Bid**"
- Name of the individual or entity submitting the bid
- Title of the bid – "**County Surplus Land Sale – 1646 Beachwood Dr. North Fort Myers, FL 33903**"

ANY BIDS NOT PROPERLY MARKED WILL BE RETURNED WITHOUT OPENING.

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

(E) Bid Opening Date. The sealed bids will be opened at approximately **2:00 PM on the day following the Bid Expiration Deadline** (or if the bid opening date falls on a weekend or holiday, on the following business day). Bids will be opened by the Director of County Lands or the Director's designee, at the Lee County Public Works Building, 1500 Monroe

St, Conference Room 1B, Fort Myers, FL. Bidders are not required to attend, but are welcome to do so.

(F) Notification. Following the opening of the bids, the County will notify all bidders as to whether they were or were not the highest bidder. In accordance with Lee County's Surplus Lands Ordinance No. 02-34, and unless the Board of County Commissioners rejects all bids, the highest bidder will be given the first opportunity to negotiate a purchase and sale agreement with the County. If the negotiations with the highest bidder are unsuccessful, the County may proceed to negotiations with the second highest bidder, and the County may continue this process with all bidders, from highest to lowest. In the event there are two highest bidders (tie bids), the County Lands Director may solicit new bids from those two bidders. (It is recommended that bid amounts not be rounded to the nearest \$100, \$1,000 or \$10,000 to avoid tie bids.) The County may not sell the property for a price less than the amount offered by the highest bidder under the sealed bid process. After the County has entered into a Real Estate Sales Agreement with the successful bidder, the County will return the deposit checks submitted by the non-successful bidders, or, if directed by the bidder, the County will destroy the deposit check.

(G) No Alternate Bids. Each bidder may submit only one bid. If the same bidder submits multiple bids, all bids submitted by such bidder will be returned without opening.

(H) Completion of Bid Submittal Form. All bids must be signed by the bidder or the bidder's authorized representative in the space provided on the Bid Submittal Form. All bids must be typed or printed in permanent ink. Bids written in erasable ink or lead pencil will be rejected. Any handwritten changes indicated on the Bid Submittal Form must be initialed by the bidder next to the change.

(I) Bids Received Late. It is the bidder's responsibility to ensure that the bid is received by the Department of County Lands at its offices located at 1500 Monroe Street, 4th Floor, Fort Myers, prior to the **12:00 noon** Bid Expiration Deadline. Any bid received after the **12:00 noon** Bid Expiration Deadline will be returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a delivery service (e.g., United States Postal Service, Federal Express, UPS) or for any other reason. *Bids mailed to the County's P.O. Box will not be accepted.*

(J) Mathematical Errors. If there is a discrepancy between the bid amount and the amount of the deposit check (i.e., if the deposit check is greater than or less than the required 10% of the bid amount), the bid amount will prevail and will be considered the bid price. If the person submitting the bid is the successful bidder and the deposit check is less than the required 10% of the bid price, the bidder will be required to pay the balance of the deposit prior to entering into a Real Estate Sales Agreement with the County.

(K) Withdrawal of Bid Prior to Bid Expiration Deadline. A bidder may request that his/her bid be withdrawn PRIOR to the Bid Expiration Deadline by notifying the Director of County Lands, who will approve or disapprove the request at the Director's discretion.

(L) Withdrawal of Bid After Bid Expiration Deadline. Bids may not be withdrawn for a period of ninety (90) days AFTER the Bid Expiration Deadline.

(M) Minor Errors. The County reserves the right to waive minor errors and irregularities in bids that are submitted.

(N) Rejection of Bids. The County expects to sell surplus land at fair market value. **THE HIGHEST BID MAY NOT BE ACCEPTED IF IT IS LESS THAN THE FAIR MARKET VALUE OF THE PROPERTY AS DETERMINED BY THE COUNTY.** *The Lee County Board of County Commissioners has the right to reject all bids.*

II. RULES, REGULATIONS AND LAWS.

The successful bidder and any authorized representative of the bidder must observe and obey all laws, ordinances, rules and regulations of the federal, state, and local governments applicable to the sale and purchase of real property.

III. NO CONFIDENTIALITY.

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

IV. ANTI-LOBBYING CLAUSE.

All persons interested in submitting a bid are hereby placed on formal notice that neither the Lee County Commissioners nor candidates for the Lee County Board of County Commissioners, nor any employees or staff members of the Lee County Government, are to be lobbied, either individually or collectively, concerning the bid process. Persons who intend to submit a bid are hereby placed on formal notice that they are **strictly prohibited** from contacting County personnel for the purpose of arranging a meeting of introduction, meals, or for any other purpose relating to the bid process outside of activities specifically scheduled by the County. A bid submitted by any person who engages in any such lobbying activities is subject to immediate disqualification.

* * *

This document prepared by:
Lee County, Department of County Lands
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

Project: County Surplus Land Sale – 1646 Beachwood Dr. North Fort Myers, FL 33903
STRAP No: 02-44-24-06-00000.0200

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 202__, between **LEE COUNTY**, a political subdivision of the State of Florida, the mailing address of which is: Lee County, Department of County Lands, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901 (the “**County**”), and _____, whose mailing address is _____ (“**Buyer**”, whether one or more than one).

1. AGREEMENT TO SELL AND PURCHASE. The County agrees to sell and Buyer agrees to purchase all of the County’s right, title and interest in property located in Lee County, Florida, as more particularly described in the attached Exhibit A (the “**Property**”).

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

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

4. TITLE. At closing (“**Closing**”), the County shall convey title to the Property to Buyer by statutory County Deed. The parties understand and agree that Buyer is purchasing the Property in "as is" condition, with no express or implied warranties or guarantees from the County with respect to marketable title, the physical condition of the Property (including without limitation the condition of structures and other improvements on the Property (if any) and the environmental condition of the Property), the ability of Buyer to obtain title insurance on the Property, or any other matters pertaining to the Property. Buyer is solely responsible for all inquiries and investigations regarding the foregoing, and the County has no obligation or liability for the cost to correct any deficiencies or defects discovered by Buyer through investigation or inquiry, whether discovered before or after the Closing.

5. DOCUMENTS AND EXPENSES. The County shall prepare and execute the County Deed. Buyer shall pay all closing costs, including without limitation documentary stamps on the deed, recording fees, title exam and title insurance costs if Buyer elects to obtain a title exam and/or title insurance, and survey costs if Buyer elects to obtain a property survey. Buyer represents that Buyer has not engaged a real estate agent or broker in connection with this transaction. If Buyer has utilized a real estate agent or broker, Buyer shall be solely liable for all brokerage fees and commissions. Buyer shall be solely responsible for all real property taxes and assessments that become due and payable from and after the Closing.

6. CLOSING. The Closing shall take place during normal business hours at the County’s offices in Fort Myers or at such other location as the County may designate, within thirty (**30**) days after the County’s execution of this Agreement (with the specific date to be designated by the County), or on such later day as the parties may agree upon in writing; provided that if for any

reason the County is not ready to close on the designated closing date, the Closing shall occur as soon thereafter as reasonably possible on a mutually agreed upon date.

7. FAILURE OF PERFORMANCE.

(A) If Buyer, through no fault of the County, fails to perform any of Buyer's obligations under this Agreement, the County may, after providing written notice to Buyer as to the default, retain all deposits paid by Buyer as the agreed upon liquidated damages and in full settlement of all claims, and thereafter both parties shall be relieved of all further obligations and liability under this Agreement.

(B) If the County, through no fault of Buyer, fails to perform any of the County's obligations under this Agreement, and fails to rectify the same within thirty (30) days after receiving written notice thereof from Buyer, Buyer's sole remedy shall be to terminate this Agreement by delivering a written notice of termination to the County, whereupon Buyer shall receive a refund of any deposits paid to the County as agreed upon damages and full settlement of any claims, and thereafter both parties shall be relieved of all further obligations and liability under this Agreement. If Buyer does not exercise such right to terminate and elects to close this transaction, at Closing Buyer shall be deemed to have waived all claims against the County pertaining to the County's failure to perform.

(C) The prevailing party in any litigation arising out of this Agreement is entitled to receive reasonable attorney's fees, subject to limitations thereof under Florida law as pertains to the County's obligation to make such payments.

8. NOTICES. All notices required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by (i) personal delivery, (ii) Federal Express, UPS, or other traceable courier service, or (iii) U.S. certified or registered mail, postage prepaid, return receipt requested; in each case to the parties at their respective addresses set forth in the introductory paragraph of this Agreement or such other address as they may specify from time to time by written notice to the other party given in accordance with this section. Notices shall be deemed given on the day of delivery if personally delivered or delivered by courier, and three (3) business days after deposit in the mail if mailed by U.S. certified or registered mail unless a different date of receipt is indicated on the return receipt.

9. TIME IS OF THE ESSENCE; BINDING AGREEMENT; ASSIGNMENT. Time is of the essence with respect to the Closing date for this transaction. If the date for performing any obligation under this Agreement falls on a weekend or holiday or other day on which Lee County government offices are closed, such date shall be extended to the following business day. The parties' execution of this Agreement creates a binding agreement between the parties, their successors and permitted assigns for the purchase and sale of the Property. Buyer shall not assign Buyer's interests under this Agreement to a third party.

10. AMENDMENTS; ENTIRE AGREEMENT; GOVERNING LAW; AUTHORITY. Any and all amendments to this Agreement must be in writing and signed by both parties. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be construed in accordance with the laws of Lee County and the State of Florida. All disputes arising under this Agreement shall be resolved solely in the Circuit Court in Lee County, Florida, and the parties hereby agree that such venue is proper. If Buyer is not a natural person, Buyer represents that the person signing this Agreement on Buyer's behalf has the full right, power and authority to do so and to fully bind Buyer to this Agreement.

WITNESSES:

[Signature – witness 1]

[Printed name - witness 1]

[Signature – witness 2]

[Printed name - witness 2]

BUYER:

[Name of entity, if buyer is an entity]

By: _____

Printed Name: _____

Title: _____

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 202__.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

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

BY: _____
Deputy Clerk

By: _____
Mike Greenwell, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

Exhibits:
Exhibit A – *Legal Description*

EXHIBIT A

LEGAL DESCRIPTION

Lot 20, of that certain subdivision known as Moss Park, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court, Lee County, Florida, in Plat Book 9, Page 118.

This instrument prepared by:

Lee County, Department of County Lands
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

Project: County Surplus Land Sale – 1646 Beachwood Dr. North Fort Myers, FL 33903

STRAP NO. 02-44-24-06-00000.0200

[space above for recording data]

COUNTY DEED

(Statutory)

THIS DEED, made this ____ day of _____, 202__, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, the mailing address of which is: Lee County, Department of County Lands, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901 (the "County"), to _____, a _____ organized under the laws of the State of _____, whose address is _____ ("Grantee").

WITNESSETH: That the County, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to Grantee all of the County's right, title and interest in and to the following described land situate in Lee County, Florida:

SEE ATTACHED EXHIBIT A

[If the County is reserving a utility, drainage or other easement, insert easement reservation language]

In accordance with Florida Statutes Section 270.11, the County hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same. Provided, however, the right of entry to any interest in phosphate, minerals, and metals or any interest in petroleum reserved herein is released for any parcel or property that is, or ever has been, a contiguous tract of less than 20 acres in the aggregate under the same ownership.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mike Greenwell, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

EXHIBIT A

LEGAL DESCRIPTION

Lot 20, of that certain subdivision known as Moss Park, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court, Lee County, Florida, in Plat Book 9, Page 118.

* * *

DRAFT