



Division of County Lands

LEE COUNTY
Southwest Florida

Surplus Property
Request for Bids
Under County Bid Sale Procedure

Property Location: **3819 6th St. SW, Lehigh Acres, FL 33976**

Deadline for
Submittal of Bids: **November 1, 2024 at 2 pm**

Contact: KAREN BABCOCK

Department of County Lands

Phone 239.533.8681

FAX 239.485.8391

Email: Kbabcock2@leegov.com

Street Address:

1500 Monroe Street, 4th Floor

Fort Myers, FL 33901

Pre-Bid Meeting : None

Open House: Saturday October 19, 2024 from 3pm to 5pm

Attachments: General Conditions
Detailed Specifications
Bid Submittal Form
Aerial Map
Lee County Property Appraiser - Property Data
Real Estate Sales Agreement
County Deed (Statutory)(DRAFT)

GENERAL CONDITIONS

Sealed Bids will be received by the DEPARTMENT OF COUNTY LANDS, until 2:30 pm 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 Department of County Lands at (239) 533-8833.

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 form completed and signed.
 - 2. A copy of the original Bid form for the County Lands Director.

ANY BIDS NOT PROPERLY MARKED WILL BE RETURNED.

- c. **ALTERNATE BID:** Alternate Bids will not be accepted.

- d. **BIDS RECEIVED LATE:** It is the Bidder's responsibility to ensure that bid is received by the Department 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- f. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 30 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time.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 Director, County Lands, 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. **Open House**

An open house may be held at the property. The date and time specified is located on the cover of this solicitation. Attendance at open house is non-mandatory, but it is highly recommended that everyone planning to submit a bid attend.

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 3819 6th St. SW
LEHIGH ACRES, FLORIDA**

SCOPE

Lee County desires to sell unoccupied surplus property at 3819 6th St. SW in Lehigh Acres, Florida.

The property is a three-bedroom 2 bathroom home of approximately 1,665 square feet with a two car garage built in 2023 and is identified as STRAP Number 34-44-26-06-00063.0020.

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 award will be made to the bidder offering the highest acceptable bid for the specified property. 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 A).

Conveyance of title shall be without warranties in the form of a COUNTY DEED pursuant to Florida Statute 125.411.

DEED RESTRICTION & EASEMENT

As to the plat of Lehigh Acres and any title encumbrances. Buyer is recommended to perform their own title information.

BROKERAGE COMMISSION

Buyer is responsible for their brokerage commission, if any.

BID 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 3% of the bid amount. Submittal of a personal check will be deemed non-responsive.

No Cash will be accepted. 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. The personal representative/agent shall certify that they are currently, properly licensed, as appropriate.

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.

BIDDER'S RESPONSIBILITIES

The bidder whose offer the County deems to be the highest acceptable bid shall have 45 days, after notice of award, 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 Department of County Lands.

All costs of the sale will be paid by the Bidder, to include, but not be limited to transfer fees, documentary stamps, recording fees, preparation of documents, etc.

MINIMUM OFFER

A minimum bid of \$325,000 is required, however, the County reserves the right to reject any and all bids.

LENDER PRE-APPROVAL/VERIFICATION OF FUNDS

Bidders must provide a pre-approval letter from a banking institution or mortgage company in an amount not less than the bid. Bidder must also provide a Verification of Funds letter from their bank or investment company showing the balance of funds necessary for closing.

CONTACT

For additional information regarding the property, contact Karen Babcock of the Department of County Lands at (239) 533-8681.



Division of County Lands

LEE COUNTY
Southwest Florida

Division of County Lands

BID SUBMITTAL FORM

TITLE OF BID:

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 (3% 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:

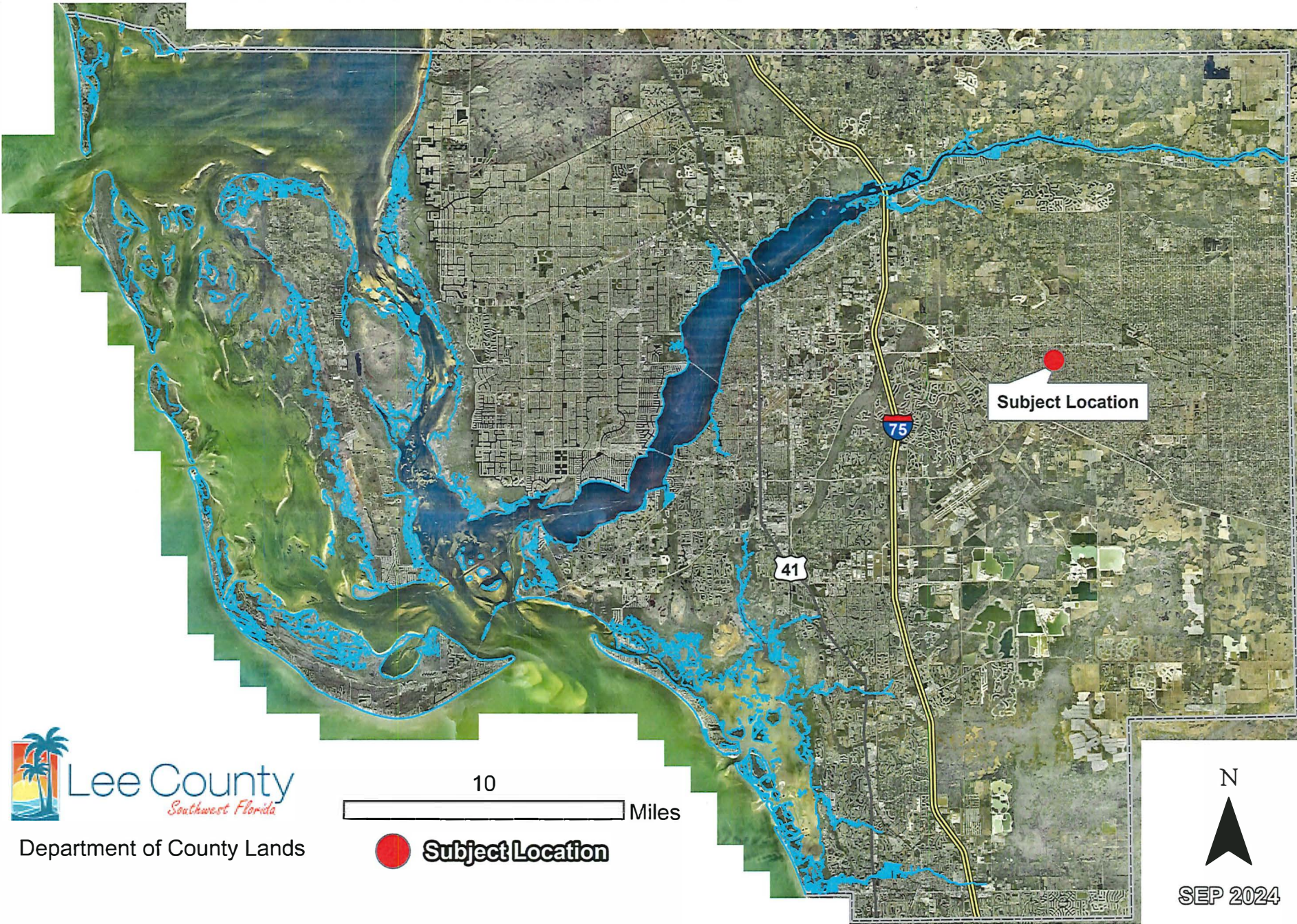
Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein by reference, the Undersigned hereby submits this bid which meet these specifications.

Signature

Date

Printed Name

County-Owned Surplus Sale

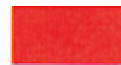
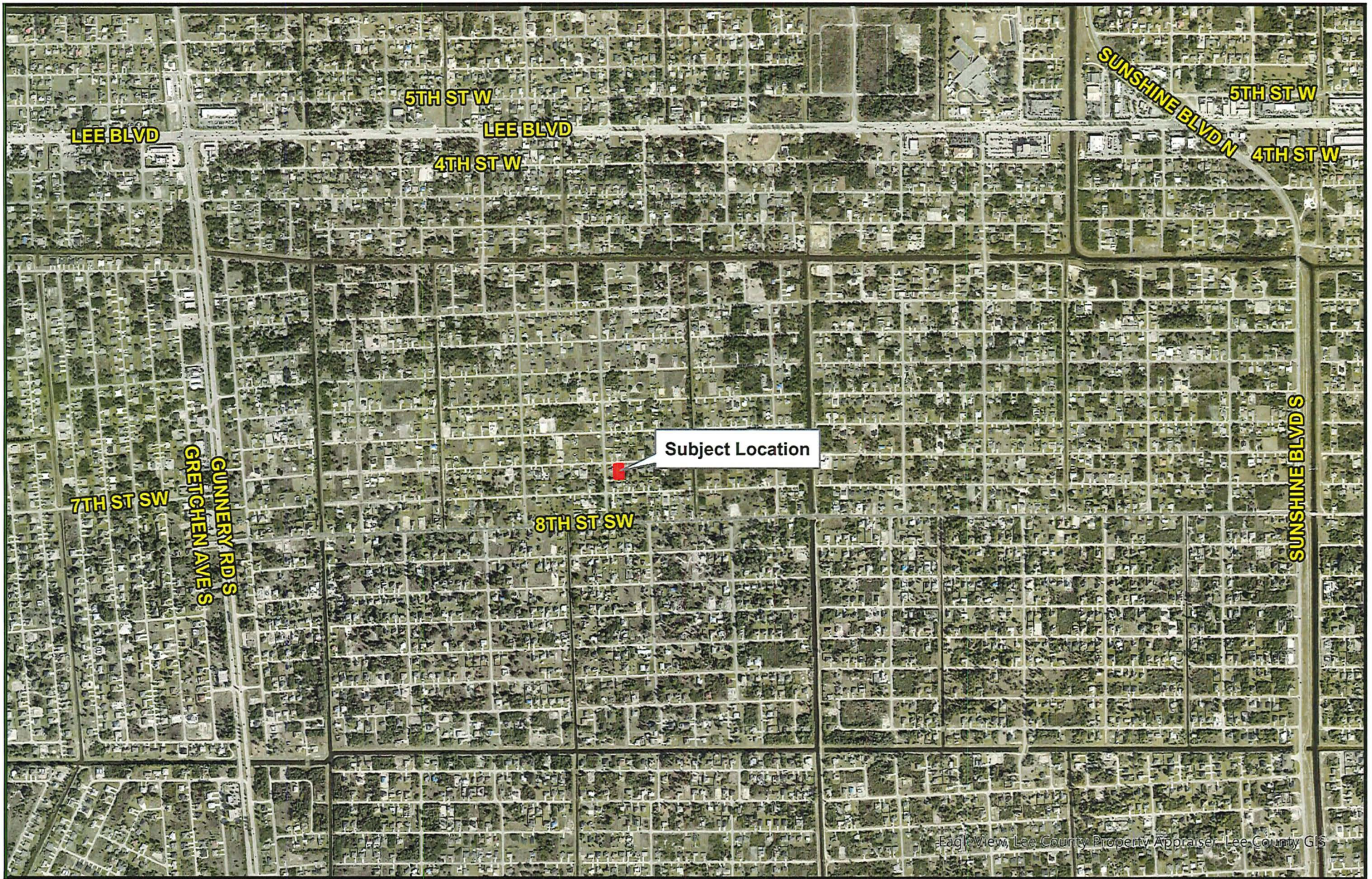


Department of County Lands

10 Miles

● Subject Location

N
SEP 2024

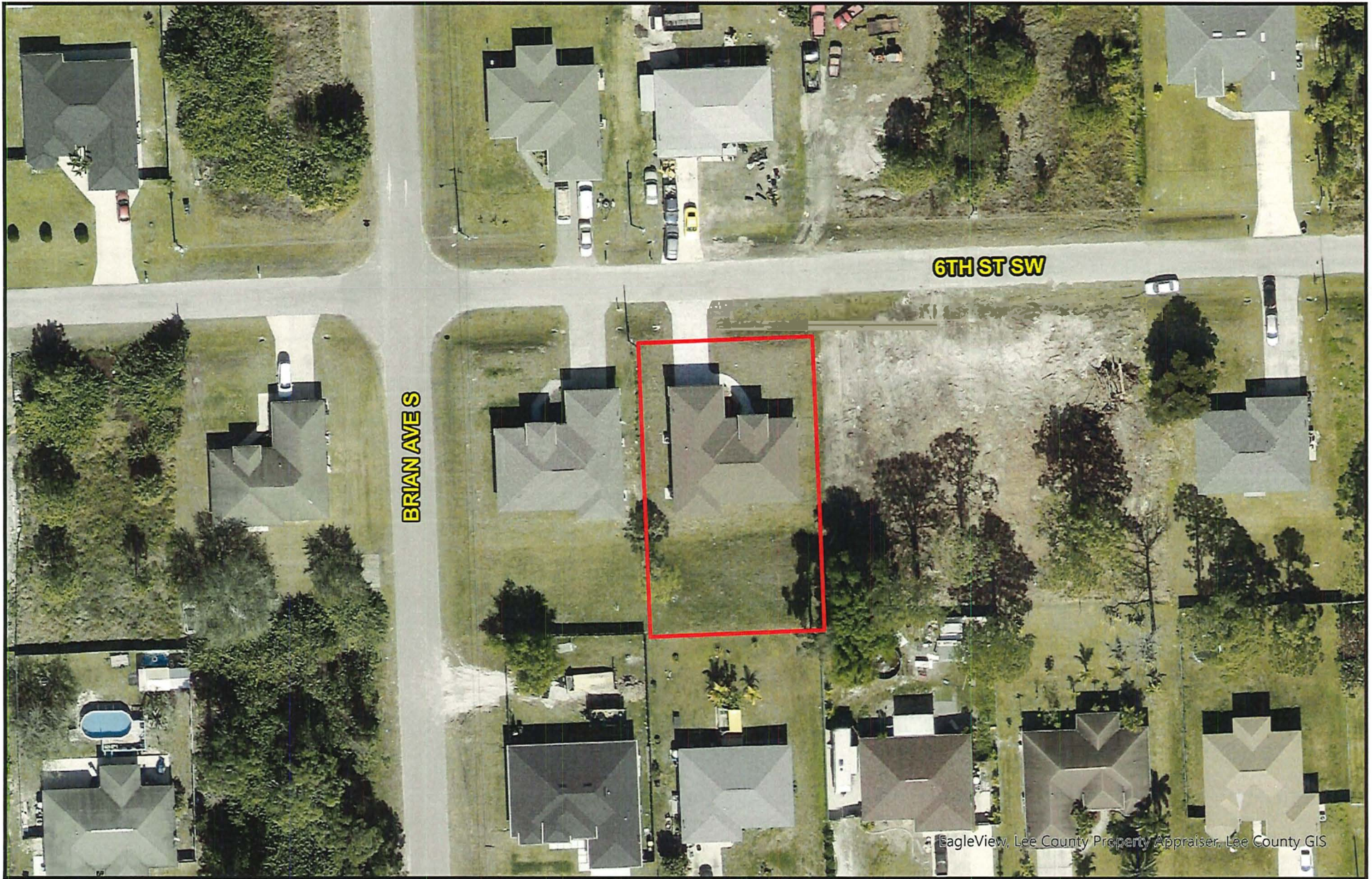


Subject



County-Owned Surplus Sale
STRAP #: 34-44-26-06-00063.0020

DATE	PROJECT	S-T-R	SCALE	SHEET
SEP 2024	Surplus Misc.	34-44-26	NTS	1 of 1



6TH ST SW

BRIAN AVE S

EagleView, Lee County Property Appraiser, Lee County GIS



Subject



**County-Owned Surplus Sale
STRAP #: 34-44-26-06-00063.0020**

DATE SEP 2024	PROJECT Surplus Misc.	S-T-R 34-44-26	SCALE NTS	SHEET 1 of 1
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Property Data

STRAP: 34-44-26-06-00063.0020 Folio ID: 10332309

Hurricane Helene Tax Roll Value Letter Hurricane Ian Tax Roll Value Letter

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

QUINTANA MIGUEL RECUREY
10417 CANAL BROOK LANE
LEHIGH ACRES FL 33936

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



Site Address

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

3819 6TH ST SW
LEHIGH ACRES FL 33976

Property Description

Do not use for legal documents! ?

LEHIGH ACRES REPLAT SEC 34 BLK 63 PB 26 PG 161 LOT 2

[View Recorded Plat at LeeClerk.org](#) - Use this link to do an Official Records search on the Lee County Clerk of Courts website, using 26 and 161 for the book and page numbers.

Attributes and Location Details

Total Bedrooms / Bathrooms	3 / 2.0
Gross Living Area ?	1,665
1st Year Building on Tax Roll ?	2023
Historic Designation	No

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

Image of Structure ?



◀ Photo Date November of 2023 ▶ View other photos

Last Inspection Date: 11/29/2023

Township	Range	Section	Block	Lot
44	26E	34	00063	0020
Municipality	Latitude	Longitude		
Lee County Unincorporated - 0	26.60716	-81.70097		

[View Parcel on Google Maps](#)

Property Values / Exemptions / TRIM Notices

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No existing exemptions found for this property.

TRIM Notices	Tax Year	Just	Land	Market Assessed	Capped Assessed	Exemptions	Classified Use	Taxable
2024 / Additional Info	2024 (TRIM)	289,524	17,506	289,524	279,339	0	0	279,339
2023 / Additional Info	2023 (Final Value)	15,191	15,191	15,191	6,655	0	0	6,655
2022 / Additional Info	2022 (Final Value)	10,128	10,128	10,128	6,050	0	0	6,050
2021 / Additional Info	2021 (Final Value)	6,000	6,000	6,000	5,500	0	0	5,500
2020 / Additional Info	2020 (Final Value)	5,000	5,000	5,000	5,000	0	0	5,000
2019 / Additional Info	2019 (Final Value)	4,700	4,700	4,700	4,700	0	0	4,700
2018 / Additional Info	2018 (Final Value)	4,400	4,400	4,400	4,400	0	0	4,400
2017 / Additional Info	2017 (Final Value)	4,038	4,038	4,038	4,038	0	0	4,038
2016	2016 (Final Value)	3,800	3,800	3,800	3,800	0	0	3,800
2015	2015 (Final Value)	3,360	3,360	3,360	2,835	0	0	2,835
2014	2014 (Final Value)	2,715	2,715	2,715	2,577	0	0	2,577

2013	2013 (Final Value)	2,700	2,700	2,700	2,343	0	0	2,343
2012	2012 (Final Value)	2,130	2,130	2,130	2,130	0	0	2,130
2011	2011 (Final Value)	3,000	3,000	3,000	3,000	0	0	3,000
2010	2010 (Final Value)	3,000	3,000	3,000	3,000	0	0	3,000
	2009 (Final Value)	4,000	4,000	4,000	4,000	0	0	4,000
	2008 (Final Value)	9,700	9,700	9,700	9,700	0	0	9,700
	2007 (Final Value)	25,600	25,600	0	25,600	0	0	25,600
	2006 (Final Value)	42,000	42,000	0	42,000	0	0	42,000
	2005 (Final Value)	21,000	21,000	0	21,000	0	0	21,000
	2004 (Final Value)	3,500	3,500	0	3,500	0	0	3,500
	2003 (Final Value)	1,900	1,900	0	1,900	0	0	1,900
	2002 (Final Value)	1,900	1,900	0	1,900	0	0	1,900
	2001 (Final Value)	1,600	1,600	0	1,600	0	0	1,600
	2000 (Final Value)	1,600	1,600	0	1,600	0	0	1,600
	1999 (Final Value)	1,700	1,700	0	1,700	0	0	1,700
	1998 (Final Value)	1,600	1,600	0	1,600	0	0	1,600
	1997 (Final Value)	1,700	1,700	0	1,700	0	0	1,700
	1996 (Final Value)	1,700	1,700	0	1,700	0	0	1,700
	1995 (Final Value)	1,700	1,700	0	1,700	0	0	1,700
	1994 (Final Value)	1,800	1,800	0	1,800	0	0	1,800
	1993 (Final Value)	1,600	1,600	0	1,600	0	0	1,600

The **Just** value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to *Fair Market Value* we produce and is dated as of January 1st of the tax year in question ([F.A.C. 12D-1.002](#)).

The **Land** value is the portion of the total parcel assessment attributed to the land.

The **Market Assessed** value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the *Highest and Best Use* standard or the *Present Use* standard ([F.S. 193.011](#)). For *Agriculturally Classified* parcels (or parts thereof), only agricultural uses are considered in the assessment ([F.S. 193.461\(6\)\(a\)](#)). The difference between the *Highest and Best Use/Present Use* and the *Agricultural Use* is often referred to as the *Agricultural Exemption*. (i.e. Market Assessed = Just - Agricultural Exemption)

The **Capped Assessed** value is the *Market Assessment* after any *Save Our Homes* or *10% Assessment Limitation* cap is applied. This assessment cap is applied to all properties and limits year-to-year assessment increases to either the *Consumer Price Index* or 3%, whichever is lower for Homestead properties OR 10% for non-Homestead properties.

The **Exemptions** value is the total amount of all exemptions on the parcel.

The **Taxable** value is the *Capped Assessment* after exemptions (*Homestead, etc.*) are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes. (i.e. Taxable = Capped Assessed - Exemptions)

Property Details (Current Working Values)

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Land

Land Tracts

Use Code	Use Code Description	Number of Units	Unit of Measure
100	Single Family Residential	1.00	Lot

Buildings

Building 1 of 1

Building Characteristics

Improvement Type	Model Type	Stories	Living Units
102 - Ranch	1 - SINGLE FAMILY RESIDENTIAL	1.0	1
Bedrooms	Bathrooms	Year Built	Effective Year Built
3	2.0	2023	2023

Building Subareas

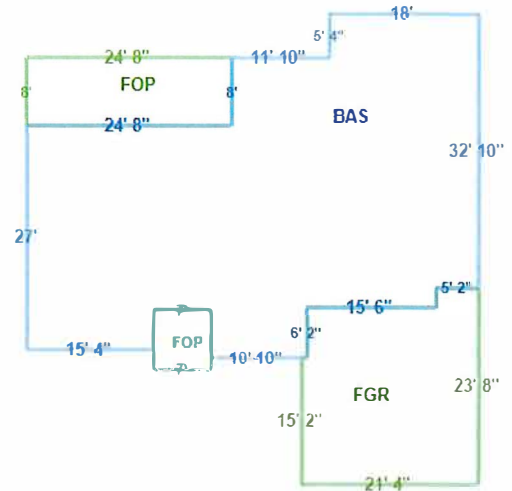
Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	1,665
FGR - FINISHED GARAGE	N	463
FOP - FINISHED OPEN PORCH	N	247

Building Front Photo



Photo Date: November of 2023

Building Footprint



Property Details (2024 TRIM)

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Land

Land Tracts

Use Code	Use Code Description	Number of Units	Unit of Measure
100	Single Family Residential	1.00	Lot

Buildings

Building 1 of 1

Building Characteristics

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Building Subareas

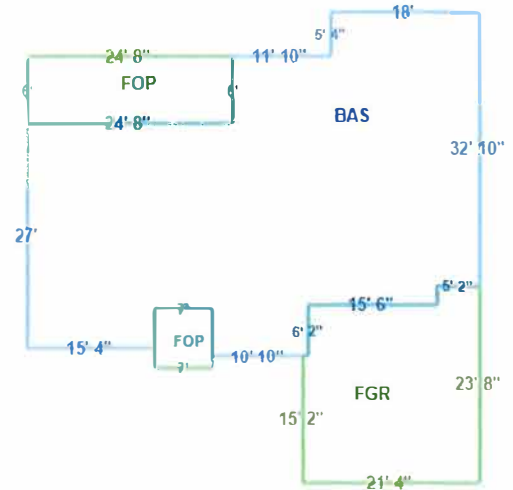
Description	Heated / Under Air	Area (Sq Ft)
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FOP - FINISHED OPEN PORCH	N	247

Building Front Photo



Photo Date: November of 2023

Building Footprint



Taxing Authorities

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LEHIGH ACRES FIRE & LIGHT / 048

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE CO ALL HAZARDS PROTECTION DIST / 101	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE CO UNINCORPORATED MSTU / 020	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE COUNTY LIBRARY DIST / 052	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEHIGH ACRES STREET LIGHTING UNIT MSTU / 055	Dependent District	LEE COUNTY MSTU/MSBU PO BOX 398 FORT MYERS FL 33902-0398
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DIST / 350	Drainage	LEHIGH ACRES MUNICIPAL SERVICES 601 E COUNTY LN LEHIGH ACRES FL 33936
LEE CO HYACINTH CONTROL DIST / 051	Independent District	LEE CO HYACINTH CONTROL DIST 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	LEE CO MOSQUITO CONTROL DIST 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEHIGH ACRES FIRE CONTROL & RESCUE / 054	Independent District	LEHIGH ACRES FIRE CONTROL & RESCUE 636 THOMAS SHERWIN AVE S LEHIGH ACRES FL 33974
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	WEST COAST INLAND NAVIGATION DIST 200 MIAMI AVE E VENICE FL 34285-2408

PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
GREEN CORRIDOR PACE / 363	Special District	
LEHIGH ACRES FIRE CONTROL & RESCUE DIST / 341	Special District	
SFWMD-DISTRICT-WIDE / 110	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions

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Sale Price	Date	Clerk File Number	Type	Notes	Vacant/Improved
20,000.00	11/16/2015	2015000274798	05	There are 3 additional parcel(s) with this document (may have been split after the transaction date)... 34-44-26-06-00063.0010 34-44-26-06-00063.0030 34-44-26-06-00063.0040	V
12,000.00	02/17/2015	2015000041199	05	There are 3 additional parcel(s) with this document (may have been split after the transaction date)... 34-44-26-06-00063.0010 34-44-26-06-00063.0030 34-44-26-06-00063.0040	V
0.00	02/17/2015	2015000041198	11	There are 3 additional parcel(s) with this document (may have been split after the transaction date)... 34-44-26-06-00063.0010 34-44-26-06-00063.0030 34-44-26-06-00063.0040	V
0.00	11/01/2005	2015000041195	XX	There are 3 additional parcel(s) with this document (may have been split after the transaction date)... 34-44-26-06-00063.0010 34-44-26-06-00063.0030 34-44-26-06-00063.0040	V
14,300.00	09/01/1992	2349/2204	02		V

[View Recorded Plat at LeeClerk.org](#)

Use the above link to do a search on the Lee County Clerk of Courts website, using **26** and **161** for the book and page numbers and **Plats Book** for the book type.

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free [Property Fraud Alert](#).

Building / Construction Permit Data

Permit Number	Permit Type	Date
RES2022-06613	Building New Construction	03/01/2023

IMPORTANT: THIS MAY NOT BE A COMPREHENSIVE OR TIMELY LISTING OF PERMITS ISSUED FOR THIS PROPERTY.
 Note: The Lee County Property Appraiser's Office does not issue or maintain any permit information. The Building / Construction permit data displayed here represents only those records this Office may find necessary to conduct Property Appraiser business. Use of this information is with the understanding that in no way is this to be considered a comprehensive listing of permits for this or any other parcel.

The Date field represents the date the property appraiser received information regarding permit activity; it may or not represent the actual date of permit issuance or completion.

Full, accurate, active and valid permit information for parcels can only be obtained from the [appropriate permit issuing agency](#).

Parcel Numbering History ⓘ

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Prior STRAP	Prior Folio ID	Renumber Reason	Renumber Date
34-44-26-06-00063.0010	10332308	Split (From another Parcel)	N/A

Solid Waste (Garbage) Roll Data

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Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
004 - Service Area 4	R - Residential Category		1	327.20
	Collection Days			
Garbage	Recycling			Horticulture
Monday	Monday			Monday

Flood and Storm Information

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Community	Flood Insurance Find my flood zone	Evacuation Zone
Panel	Version	Date
071C	0475	F
		8/28/2008
		NC

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

Project: Surplus Property – 3819 6th St. SW
STRAP No: 34-44-26-06-00063.0020

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this ___ day of _____, 2024 (the "**Effective Date**"), between **LEE COUNTY**, a political subdivision of the State of Florida (County), and _____ (Buyer) whose address is _____, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** County 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:** County acknowledges receipt of \$ _____ from Buyer as a deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, County will convey to Buyer title to the property by County 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 County has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **INSPECTION/TERMINATION:** Buyer has a 15 day inspection and termination period that commences on the date this agreement is executed by the County. During that period, Buyer may perform any inspections or other types of inquiries on or concerning the property at Buyer's sole expense. Buyer may, as a result of inspection or inquiry, terminate this agreement within 30 days of execution by delivering written notice to the County stating, with specificity, the basis of the Buyer's decision to terminate. Upon appropriate termination by the Buyer, the County will return Buyer's deposit and no further obligations will exist under this agreement.

6. **DOCUMENTS AND EXPENSES:** County will prepare and execute the County 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.

7. **SURVEY/ELEVATION:** Buyer may order the Property surveyed at Buyer's expense. County agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the County, the Buyer may elect to treat those discrepancies, violations or encroachments as a title defect. Buyer may obtain at Buyer's expense a Flood Elevation Certification. If the elevation certification is not acceptable to Buyer, Buyer may terminate this Agreement without obligation.

8. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The written acceptance of this offer by Buyer and County will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. The date of the contract will be the date when the last one of the Buyer and County has signed or initialed this offer.

9. **FAILURE OF PERFORMANCE; ATTORNEY'S FEES:**

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree County 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 County alone defaults or otherwise fails to perform under this agreement, after 30 days' written notice from the Buyer to County concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to County 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.

10. **CLOSING DATE AND LOCATION.**

- a. Date. The closing shall occur 60 days after the Effective Date; provided that (i) if County is ready to close earlier, the closing shall occur on such earlier date as may be agreed upon by the parties. County shall deliver exclusive possession of the Property to Buyer at closing.
- b. Location. The closing shall be held at the office of the title company issuing the Owner's Policy, or at the offices of the Department of County Lands in Fort Myers. If either party elects not to physically attend the closing, they may deliver the required documents and payments to the title company in advance, to be held in escrow under agreed upon closing escrow instructions.

11. **GENERAL PROVISIONS:**

- a. Assignment. Neither party shall assign its interests under this agreement to a third party without the prior written consent of the other party.

- b. Authority. Each party represents that the person signing this agreement on its behalf has the full right, power and authority to do so and to fully bind such party to this agreement.
- c. Binding Effect. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, permitted assigns, heirs, executors, and legal representatives.
- d. Brokers. County represents that County has not retained a real estate broker or agent in connection with the sale of the Property. Buyer agrees to defend, indemnify and hold County harmless from and against claims by all real estate brokers and agents claiming entitlement to a commission or other compensation as a result of having discussed this transaction with Buyer.
- e. Entire Agreement; Amendments. This agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no verbal agreements or understandings shall modify its terms. All amendments to this Agreement, including any changes to the exhibits hereto, must be in writing and signed by both parties.
- f. Governing Law. This agreement shall be construed in accordance with the laws of the State of Florida and Lee County, 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.
- g. Severability. If any provision of this agreement is determined by a court of law to be legally invalid or unenforceable, such provision shall be severed from this agreement, and the remainder of this agreement shall remain in full force and effect.
- h. Survival. All representations and warranties of County under this agreement shall be deemed made on the date of County's execution of this agreement and again at closing. All representations and warranties of County under this agreement and any and all obligations of County that are not or by their nature cannot be fulfilled as of the closing, including without limitation indemnity obligations, shall survive the closing.
- i. Time. Time is of the essence under this agreement. If the date for performing any obligation under this agreement falls on a weekend or federal holiday, such date shall be extended to the following business day.
- j. Typewritten and Handwritten Provisions. Typewritten and handwritten provisions added to this agreement and initialed by all parties, if any, shall control over the preprinted provisions.
- k. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

This Agreement for Purchase and Sale of Real Estate is signed by the parties on the dates indicated below, effective as of the Effective Date.

WITNESSES:

BUYER:

[Signature – witness 1]

Printed name: _____

[Printed name – witness 1]

Title: _____

[Signature – witness 2]

Date: _____, 2024

[Printed name - witness 2]

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2024.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

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

BY: _____
Deputy Clerk

BY: _____
Mike Greenwell, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

EXHIBIT "A"

Lot 2, Block 63, Replat of Tract A-Unit 6, Section 34, Township 44 South, Range 26 East, Lehigh Acres, according to the map or plat thereof, as recorded in Plat Book 26, Page 161, of the Public Records of Lee County, Florida.

This Instrument Prepared by:
DEPARTMENT OF COUNTY LANDS
Post Office Box 398
Fort Myers, Florida 33902-0398

STRAP No.

THIS SPACE FOR RECORDING

**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 _____, a **Florida non-profit corporation**, 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"

No mineral rights are conveyed by this deed, said rights having been previously reserved by a predecessor in title.

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.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Clerk of Circuit Court

BY: _____
_____, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office