DEADLINE TO SUBMIT BIDS March 26, 2025, by 12:00 noon



BOARD OF COUNTY COMMISSIONERS

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

Title of Bid: County Surplus Land Sale - 3819 6th St. SW

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

STRAP No. 34-44-26-L2-06063.0020

Contact name and mailing address:

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

Phone: (239) 533-8681

Email: kbabcock2@leegov.com

Access - Contact Karen Babcock as shown above

Enclosures:

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



DEADLINE TO SUBMIT BIDS March 26, 2025, by 12:00 noon

BID SUBMITTAL FORM

TITLE OF BID: County Surplus Land Sale – 3618 6th St. SW., Lehigh Acres, FL 33976

STRAP No: 34-44-26-L2-06063.0020

| | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
|-------------------------------------|--|
| Bidder Contact Information: | |
| Bidder Name | |
| Mailing Address | |
| Street, City, State, Zip Code | |
| Country (if other than USA) | |
| Telephone Number | |
| E-mail Address | |
| | |
| Bid Amount | \$ |
| Enclosed Deposit (3% of Bid Amount) | \$ |
| | e has carefully examined and fully understands the corporated herein by reference, and agrees to abide by therein. |
| | , 2025 |
| Signature | Date |
| Printed Name | |







Subject



County-Owned Surplus Sale STRAP #: 34-44-26-L2-06063.0020

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









County-Owned Surplus Sale STRAP #: 34-44-26-L2-06063.0020

DATE SEP 2024

PROJECT S-T-R Surplus Misc 34-

-R 34-44-26

SCALE SHEET

NTS 1 of 1



Property Data

STRAP: 34-44-26-L2-06063.0020 Folio ID: 10332309

Hurricanes Helene/Milton Tax Roll Value Letter Hurricane Ian Tax Roll Value Letter

Generated on 2/24/2025 2:58 PM

Owner Of Record - Sole Owner [Change Mailing Address]

LEE COUNTY PO BOX 398 FORT MYERS FL 33902



[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

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 view recorded plat information on the Lee County Clerk of Courts website.

Attributes and Location Details

Total Bedrooms / Bathrooms

Gross Living Area (1)

1st Year Building on Tax Roll (1)

Historic Designation

Township

Municipality

Lee County Unincorporated - L (Newer

Subdivisions)

3/2.0

1,665 2023

No

060630020

Range Section Block Lot

Latitude Longitude

26.60716-81.70097

26E







♦ Photo Date November of 2023

Diew other photos

Last Inspection Date: 11/29/2023

View Parcel on Google Maps

Property Values / Exemptions / TRIM Notices

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Property Details (Current as of 2/23/2025) (2)

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Property Details (2024 Tax Roll)

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Taxing Authorities

Generated on 2/24/2025 2:58 PM

Sales / Transactions 9

Generated on 2/24/2025 2:58 PM

Sale Price

Date

Clerk File Number

Type

Notes

Vacant/ **Improved**

10.00 08/01/2024 2024000287076

| 20,000.00 | 11/16/2015 | 2015000274798 | <u>05</u> | There are 3 additional parcel(s) with this document (may have been split after the transaction date) 34-44-26-L2-06063.0010 34-44-26-L2-06063.0040 | V |
|-----------|------------|---------------|-----------|---|---|
| 12,000.00 | 02/17/2015 | 2015000041199 | <u>05</u> | There are 3 additional parcel(s) with this document (may have been split after the transaction date) 34-44-26-L2-06063.0010 34-44-26-L2-06063.0040 | 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-L2-06063.0010 34-44-26-L2-06063.0030 34-44-26-L2-06063.0040 | 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-L2-06063.0010 34-44-26-L2-06063.0030 34-44-26-L2-06063.0040 | V |
| 14,300.00 | 09/01/1992 | 2349/2204 | 02 | | V |
| | | | | | |

View Recorded Plat at LeeClerk.org

Use the above link to view recorded plat information on the Lee County Clerk of Courts website.

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

Building / Construction Permit Data

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Parcel Numbering History 9

Generated on 2/24/2025 2:58 PM

Solid Waste (Garbage) Roll Data

Generated on 2/24/2025 2:58 PM

Flood and Storm Information

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Generated on 2/24/2025 2:58 PM

Previous Parcel Number Next Parcel Number New Query Search Results Home



DEADLINE TO SUBMIT BIDS

March 26, 2025, by 12:00 noon ("Bid Expiration Deadline")

DEPARTMENT OF COUNTY LANDS COUNTY SURPLUS LAND SALE – 3816 6th St. SW, Lehigh Acres, FL 33976 GENERAL CONDITIONS

Questions pertaining to these General Conditions should be directed to **Karen Babcock**, Lee County Department of County Lands, at (239) 533-8681, or by email at KBabcock2@leegov.com.

I. SEALED BID PROCEDURE.

- (A) <u>Deadline to Submit Bids</u>. Sealed bids must be received in the office of the Department of County Lands no later than <u>12:00</u> noon on the Bid Expiration Deadline indicated above.
- (B) <u>Mailing Address</u>. Bids must be submitted using the Bid Submittal Form in the bid package and delivered to the following address:

Karen Babcock

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

- (C) <u>Sealed Bid Envelope</u>. 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 3816 6th St. SW, Lehigh Acres, FL 33976"

ANY BIDS NOT PROPERLY MARKED WILL BE RETURNED WITHOUT OPENING.

- (D) <u>Deposit</u>. Each bid must be accompanied by a deposit in the form of a OFFICIAL CHECK OR CASHIER'S CHECK payable to the "Lee County Board of County Commissioners," in the amount equal to ten percent (3%) of the bid price.
- (E) <u>Bid Opening Date</u>. The sealed bids will be opened at approximately <u>March 28, 2025 at 2:00 PM</u> (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, at its option, may retain the bidder's deposit check, whereupon the bidder will receive a credit against the purchase price equal to said amount at closing, or alternatively, and absent a default by the bidder, the County will return or destroy the deposit check, at the bidder's direction. For deposit checks received by the County from unsuccessful bidders, the County shall return or destroy the checks, at the bidder's direction. The successful bidder is strongly encouraged to utilize a title company or title attorney to assist them with the transaction.
- (G) <u>No Alternate Bids</u>. 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) <u>Completion of Bid Submittal Form</u>. 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) <u>Bids Received Late</u>. 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 Bid Expiration Deadline. Any bid received after the 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) <u>Mathematical Errors</u>. 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) <u>Withdrawal of Bid Prior to Bid Expiration Deadline</u>. 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) <u>Withdrawal of Bid After Bid Expiration Deadline</u>. Bids may not be withdrawn for a period of ninety (90) days AFTER the Bid Expiration Deadline.
- (M) <u>Minor Errors</u>. The County reserves the right to waive minor errors and irregularities in bids that are submitted.
- (N) <u>Rejection of Bids</u>. 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. 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.

IV. NO CONFIDENTIALITY.

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

V. 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.

* * *

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 <u>34-44-26-06-00063.0020</u>.

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 official check or cashier's check (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 <u>45</u> 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.

S:\County Lands\POOL\SURPLUS PROJECTS\3819 6th St SW\Bid Package 3 2025\SURPLUS DETAILED SPECS.docx

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

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

REAL ESTATE SALES AGREEMENT

| THIS AGREEMENT is made this day of, 2025, 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, 4 th 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. <u>PURCHASE PRICE</u> . The purchase price for the Property is \$, payable by certified check at Closing (defined below). Payments to the County shall be made payable to the "Lee County Board of County Commissioners." |
| 3. <u>DEPOSIT</u> . The County acknowledges receipt of a check from Buyer in the amount of \$, as a deposit. At the County's option, the County may retain said deposit, whereby said amount shall be credited against the purchase price at Closing, or alternatively the County may return said check to Buyer at Closing. In the event of Buyer's default, the County may retain the deposit. |
| 4. <u>TITLE</u> . 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. |

DOCUMENTS AND EXPENSES.

5.

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, settlement fees, 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. Except for the County Deed and customary settlement statement, the County shall not be required to execute a seller's title affidavit or any other closing documents.

- (B) Buyer acknowledges that the County is exempt from paying real property taxes, and as such there shall be no proration of real property taxes at Closing. Similarly, there shall be no proration of assessments at Closing; provided, however, that if, prior to Closing, the County has prepaid assessments against the Property, at Closing the County shall receive a credit for prepaid assessments in the amount allocable to the period between the Closing and the date through which such assessments were prepaid. Buyer shall be solely responsible for paying all real property taxes and assessments from and after the Closing.
- 6. <u>CLOSING</u>. 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 (<u>30</u>) 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. Buyer is strongly advised to retain a title company or title attorney to handle the Closing, in which case the Closing may be held at their offices.

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. <u>NOTICES</u>. 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. <u>TIME IS OF THE ESSENCE; BINDING AGREEMENT; ASSIGNMENT</u>. 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.
- 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: | BUYER: [Name of entity, if buyer is an entity] | | | |
|----------------------------|--|--|--|--|
| | Ву: | | | |
| [Signature – witness 1] | Printed Name: | | | |
| [Printed name - witness 1] | Title: | | | |
| [Signature – witness 2] | | | | |
| [Printed name - witness 2] | | | | |

| Approved and accepted for and, 2025. | on behalf of Lee County, Florida, this day of |
|--|---|
| ATTEST: KEVIN C. KARNES CLERK OF CIRCUIT COURT | BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA |
| BY: | By: |
| Deputy Clerk | , 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 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. 34-44-26-L2-06063.0020

THIS SPACE FOR RECORDING

COUNTY DEED (Statutory)

| | (Statutory) | | | | |
|--|--|--|---------------------|--|--|
| THIS DEED, executed the FLORIDA, A POLITICAL SUBDING 398, Fort Myers, Florida 33902-03 Florida non-profit corporation Grantee. | his day ofday of | STATE OF FLORIDA, | , 20 whose addre | _, by LEE COUNTY, ess is Post Office Box , a | |
| WITNESSETH : The CO hand paid by the Grantee, receipt Grantee, its heirs and assigns fore | whereof is hereby | y acknowledged, has g | granted, barg | gained and sold to the | |
| East, Lehigh Acre | s, according to | Unit 6, Section 34, To the map or plat there ds of Lee County, F | of, as recor | | |
| No mineral rights are co predecessor in title. | nveyed by this de | eed, said rights havin | g been prev | iously reserved by a | |
| This grant conveys only property herein described, and do | | | | | |
| IN WITNESS WHEREO its Board of County Commissione above. | | | | | |
| ATTEST: KEVIN C. KARNES CLERK OF CIRCUIT COURT | | BOARD OF COUNTY OF LEE COUNTY, FI | | ONERS | |
| BY:Clerk of Circuit Court | | BY: Kevin Ruane, Chair | | | |
| | | APPROVED AS TO F | | | |
| | | County Attorney's Off | ice | | |