

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20040022

1. REQUESTED MOTION:

ACTION REQUESTED: Accept a bid of \$10,177.95 and approve Real Estate Sales Agreement for the sale of County Surplus Property located at 4580 Bowling Green Boulevard, Fort Myers, Florida (STRAP Number 02-45-24-P1-00061.0050). 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

C6A

3. MEETING DATE: *02-17-2004*

4. AGENDA:
 CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)
 STATUTE 125
 ORDINANCE 02-34
 ADMIN. CODE
 OTHER
Blue Sheet No. 980492
Blue Sheet No. 980972

6. REQUESTOR OF INFORMATION:
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 4580 Bowling Green Boulevard in accordance with County Ordinance 02-34. The property had previously been placed out for bid under the statutory process in August 1998 and, upon recommendation of staff, the \$1,000 bid received was rejected by the Board and the property retained.

Notice of the current solicitation for bids was through the following methods: County Lands Web page beginning October 28, 2003; Sign on property; and mailed notice to names on surplus lands mailing list. Bids were opened on December 12, 2003. The highest bid was submitted by Nevid Holdings Limited, Inc., a Florida corporation, in the amount of \$10,177.95. A copy of the Bid Tabulation Sheet is attached.

The appraised value of the property as of October 29, 2003 is \$8,500. The parcel was appraised by the firm of Carlson, Norris and Associates, Incorporated. Please refer to the 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: OD5360048700.364410.9000

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>N/A</i>	<i>N/A</i>	<i>[Signature]</i> <i>2/3/04</i>	<i>[Signature]</i> <i>2-3-04</i>	OA <i>2/3/04</i>	NOM <i>2/3/04</i>	Risk <i>2/3/04</i>	<i>[Signature]</i> <i>2-3-04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *2/3/04*
Time: *1:43 PM*

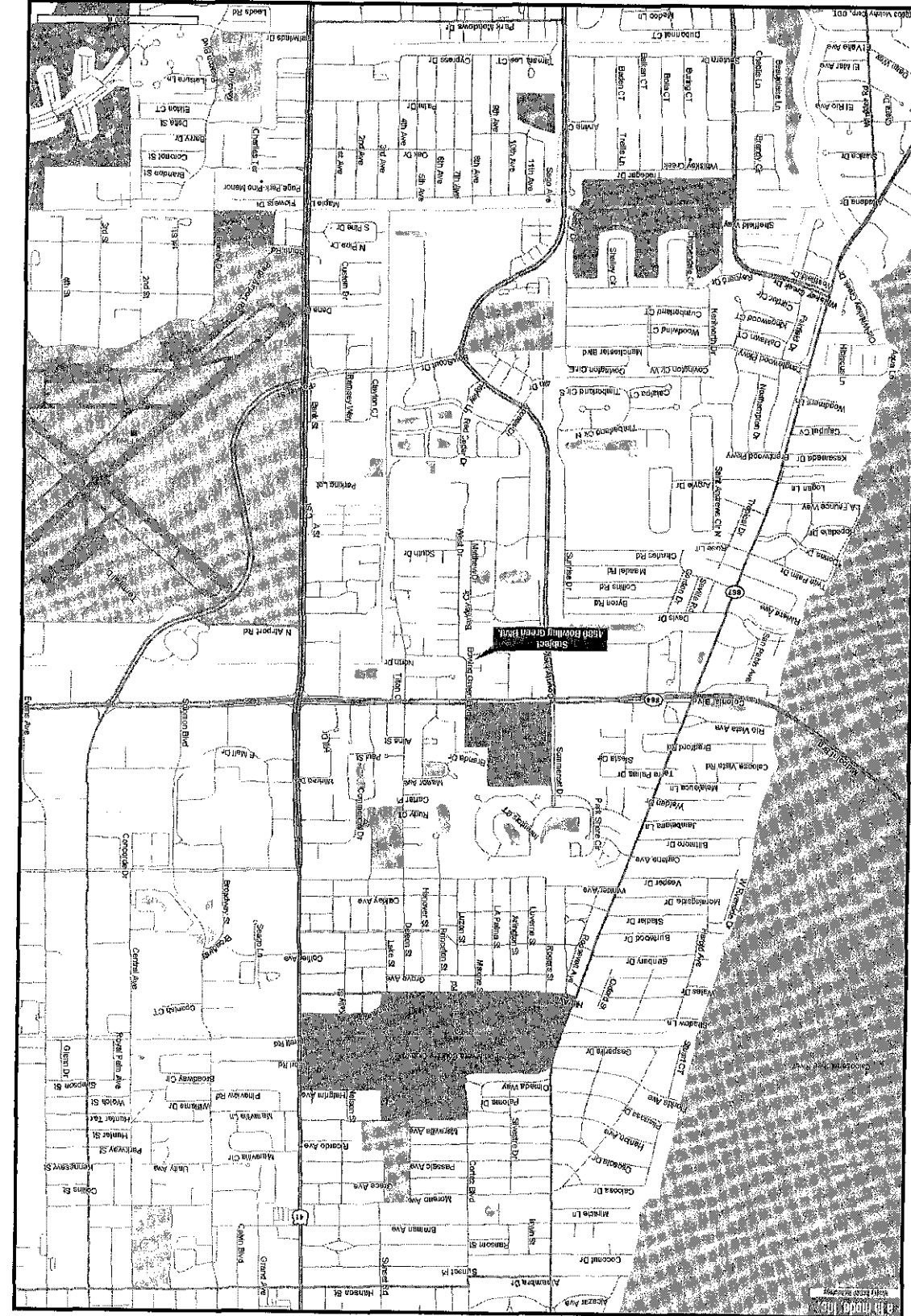
RECEIVED BY
COUNTY ADMIN:
2/3/04
3:30 pm SET
COUNTY ADMIN
FORWARDED TO: *PL*
2/5/04

JUSTIFICATION SHEET

The subject parcel contains ± 6,400 square feet and a ± 800 square foot roadway easement that connects the parcel to Bowling Green Boulevard. The parcel is located at 4580 Bowling Green Boulevard, Fort Myers, just south of the intersection with Colonial Boulevard.

The County acquired parcel, identified as STRAP No. 02-45-24-P1-00061.0050, in 1967 from Paul and Dorothy Schultz. This parcel is the former site of a Lee County Utilities water tower, which has been previously dismantled at an estimated cost of \$8,200.

The negotiated bid of \$10,177.95, is approximately 20% over the appraised value of \$8,500. In addition, County will not be responsible for closing costs or real estate commission fees.



Borrower/Client: LEE COUNTY
 Property Address: 4580 Bowling Green Blvd
 City: Fort Myers
 County: Lee
 State: FL
 Zip Code: 33907-1136
 Lender: Lee County - County Lands

Location Map

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

Project: Bowling Green Water Tower/8617
STRAP No: 02-45-24-P1-00061.0050

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this _____ day of _____, 2004, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and NEVID HOLDINGS LIMITED, INC., a Florida corporation (Buyer) whose address is Post Office Box 62087, Fort Myers, Florida 33906, 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 \$10,177.95, payable by certified funds at closing.
3. **DEPOSIT:** Seller acknowledges receipt of \$1,018.00 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.

NEVID HOLDINGS LIMITED, INC. a Florida corporation

By: Thomas O'Connell
Thomas W. O'Connell, President (Date)

Lisa Shepard
Witness

LISA SHEPARD
Printed Name of Witness

Ced R
Witness

Cerald Ruocco
Printed Name of Witness

Lisa Shepard
Witness

LISA SHEPARD
Printed Name of Witness

Ced R
Witness

Cerald Ruocco
Printed Name of Witness

Sean D. O'Connell 1/10/04
By: Sean D. O'Connell, Secretary (Date)

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED AS TO FORM

Office of County Attorney

EXHIBIT "A"

A tract or parcel of land lying in the southeast quarter (SE 1/4) of the northeast quarter (NE 1/4) of the northwest quarter (NW 1/4) of Section 2, Township 45 South, Range 24 East, which tract or parcel is described as follows:

From the northeast corner of said fraction of a section run westerly along the northerly line of thereof for 20.0 feet to a concrete monument marking the westerly line of Bowling Green Boulevard; thence continue westerly along said northerly line along the northerly line of a roadway easement 20 feet wide for 40.0 feet to a concrete monument and the point of beginning;

From said point of beginning continue westerly along said northerly line for 80.0 feet; thence run southerly, parallel with the easterly line of said fraction of a section for 80.0 feet to a concrete monument; thence run easterly parallel with said northerly line of said fraction of a section for 80.0 feet to a concrete monument; thence run northerly, parallel with said easterly line of said fraction of a section for 80.0 feet to the Point of Beginning;

Together with the hereinabove described roadway easement 20 feet wide extending from the hereinabove described parcel to said westerly line of Bowling Green Boulevard.

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

STRAP No. 02-45-24-P1-00061.0050

**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 or Vice Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

EXHIBIT "A"

A tract or parcel of land lying in the southeast quarter (SE 1/4) of the northeast quarter (NE 1/4) of the northwest quarter (NW 1/4) of Section 2, Township 45 South, Range 24 East, which tract or parcel is described as follows:

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From said point of beginning continue westerly along said northerly line for 80.0 feet; thence run southerly, parallel with the easterly line of said fraction of a section for 80.0 feet to a concrete monument; thence run easterly parallel with said northerly line of said fraction of a section for 80.0 feet to a concrete monument; thence run northerly, parallel with said easterly line of said fraction of a section for 80.0 feet to the Point of Beginning;

Together with the hereinabove described roadway easement 20 feet wide extending from the hereinabove described parcel to said westerly line of Bowling Green Boulevard.

BID TABULATI

December 12, 2003

Listed in order from highest to lowest bid received. Negotiations will begin with the highest bidder within 7-10 b maximum of 30 days. If negotiations are unsuccessful with the highest bidder after the maximum 30 day negotia 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 T
Sean O'Connell Nevid Holdings Ltd. PO Box 62087 Fort Myers, FL 33906 Y	N/A	\$10,177.95 Y \$1018.00 Cashier's Check	N (Copies were made at the time of the bid opening)	1 - Verification tha to buyer; 2 - Buyer supply the City of l documentation to the property to the potential for the pr
Terms presented within bid submitted by Nevid Holdings Inc., are acceptable to County Lands Direct Lee County is able to transfer the 20' roadway easement. The County Lands Director requires the bi the 30-day negotiation period beginning December 19, 2003.				
Brad Liebe Senior Associate Pastor First Assembly of God 4701 Summerlin Road Fort Myers, FL 33919 Y	N/A	\$3,100.00 Y \$310.00 Cashier's Check ✓	Y	
Austin L. Morris 4813 Deleon Street Fort Myers, FL 33907 Y	N/A	\$2,200.00 Y \$210.00 Cashier's Check *	Y	

✓ - All checks, other than the highest bidder will be returned to those parties who were not the highest bidder, requested, or contacting and making special arrangements with the Property Acquisition Agent assigned to thi

* - Check returned immediately following the bid opening.

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE SALE OF PROPERTY
LOCATED AT 4580 BOWLING GREEN BOULEVARD
FORT MYERS, FLORIDA**

SCOPE

Lee County desires to sell vacant surplus property at 4580 Bowling Green Boulevard, in Fort Myers, Florida. The property is located approximately 540 feet south of the intersection of Colonial Boulevard and Bowling Green Boulevard. This parcel is a former water tower site and is described on Attachment "A".

The parcel is approximately 0.16 acres or 7,200 square feet, inclusive of 800± square feet of roadway easement, and is identified as STRAP Number 02-45-24-P1-00061.0050. Although the property is currently zoned Professional Office (PO) by the City of Fort Myers, it is the duty of the prospective bidder to confirm zoning and to verify the developmental viability of the site.

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 Keith Gomez, Property Acquisition Agent, at the Division of County Lands at (239) 479-8505.

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Together with the hereinabove described roadway easement 20 feet wide extending from the hereinabove described parcel to said westerly line of Bowling Green Boulevard.

ATTACHMENT "B"

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

Project: Bowling Green Water Tower/8617
STRAP No: 02-45-24-P1-00061.0050

REAL ESTATE SALES AGREEMENT

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 - 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.
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- 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"

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Together with the hereinabove described roadway easement 20 feet wide extending from the hereinabove described parcel to said westerly line of Bowling Green Boulevard.

ATTACHMENT "C"

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

STRAP No. 02-45-24-P1-00061.0050

**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"

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Together with the hereinabove described roadway easement 20 feet wide extending from the hereinabove described parcel to said westerly line of Bowling Green Boulevard.