

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

Blue Sheet No. 20050460

1. ACTION REQUESTED/PURPOSE: Accept bid of \$80,000 and approve Real Estate Sales Agreement for the sale of County Surplus Property located at 1910 Golfside Village Drive, Lehigh Acres, (STRAP Number 27-44-27-02-00005.025A). 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.

2. WHAT ACTION ACCOMPLISHES: Approves the agreement and conveyance by Lee County for the sale of surplus county real estate, returning it to the tax roll and eliminating any further liability for maintenance and insurance.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested.

4. Departmental Category: 6 *C6d* **5. Meeting Date:** *4-26-05*

6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	125	Commissioner		
<input type="checkbox"/> Administrative	<input checked="" type="checkbox"/> Ordinance	02-34	Department <u>Independent</u>		
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code		Division <u>County Lands TLM</u>		
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other		By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i>		
<input type="checkbox"/> Walk-On	Blue Sheet No. 19990873				

9. Background:
The Division of County Lands has solicited sealed bids for the sale of property located at 1910 Golfside Village Drive in accordance with County Ordinance 02-34. The property had previously been placed out for bid under the statutory process in December 1999. No bids were received and the property was retained.

Notice of the current solicitation for bids was through the following methods: County Lands Web page beginning January 4, 2005; and mailed notice to names on surplus lands mailing list. Bids were opened on February 18, 2005. The highest bid was submitted by Robert Andrys and Sandra Stevens-Andrys, in the amount of \$80,000. A copy of the Bid Tabulation Sheet is attached.

The buyers, Robert Andrys and Sandra Stevens-Andrys have assigned their interest in the Real Estate Sales Agreement to Flying Cloud Properties, LLC, A Florida Limited Liability Company (via Assignment of Buyer's Interest).

Appraised Value Information:
The appraised value of the property as of May 11, 2004 is \$35,000. The property was appraised by C. William Carlson, MAI, SRA, of Carlson, Norris and Associates, Inc.

Staff Recommendation: County staff recommends the Board approve the Requested Action.

Funds are to be deposited into Account: 20861730100.364220.9000 - \$5,400 and GC5000000100.369900.9018 - Balance

Attachments: Justification Sheet, Real Estate Sales Agreement, Assignment of Buyer's Interest, Affidavit of Interest in Real Property, corporate documents for Flying Cloud Properties, Appraisal Data, County Deed, Tabulation Sheet, Bid Specifications

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>				<i>J. Kink</i>	<i>4/12/05</i>	<i>4/12/05</i>	<i>4/12/05</i>	<i>4/12/05</i>	<i>[Signature]</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

CO. ATTY.
FORWARDED
TO CO. ADMIN.

RECEIVED BY
COUNTY ADMIN: *[Signature]*
4-11-05 *11:25 am*
 COUNTY ADMIN
FORWARDED TO: *PA*
4-13-05
2:45 PM

JUSTIFICATION SHEET

The subject is vacant surplus property located at 1910 Golfside Village Drive in Lehigh Acres, lying west of Joel Boulevard. The parcel is approximately 41,818 square feet and is identified as STRAP Number 27-44-27-02-00005.025A.

This property was donated to the County in 1986 by Barry J. Perch, Trustee. The site has remained vacant and never used for any County purposes.

Disposition of this parcel will place it back on the tax rolls, as well as eliminate any further County liability (maintenance costs, insurance, etc.). In addition, the County will not be responsible for closing costs or real estate commission fees on the sale.

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

STRAP No: 27-44-27-02-00005.025A

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this 17 day of APRIL, 2005, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and Robert Andrys and Sandra Stevens-Andrys, (Buyer) whose address is 23031 Tuckahoe Road, Alva, Florida 33920, 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 \$80,000.00 payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$8,000.00 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 60 days after the date the Board of County Commissioners awards the sale of subject property to the buyer.

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.

Diane Goukler

Witness

DIANE Goukler
Printed Name of Witness

x *Karen Crawford*

Witness

Karen Crawford
Printed Name of Witness

Robert Andrys 3-17-05
Buyer (Date)

ROBERT ANDRYS
Printed Name of Buyer

SA (Date)
Buyer

Sandra Andrys
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"

A portion of Tract N, Plat of Section 27, Township 44 South, Range 27 East, Lehigh Acres as recorded in Plat Book 15, Page 40, of the Public Records of Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 27; Thence South $89^{\circ} 12' 26''$ West (basis for bearings is assumed), along the South line of Section 27, a distance of 988.44 feet; Thence North $00^{\circ} 47' 32''$ West, a distance of 319.84 feet; Thence North $20^{\circ} 02' 38''$ West, a distance of 61.59 feet; Thence South $69^{\circ} 57' 23''$ West, a distance of 525.00 feet; Thence South $89^{\circ} 38' 14''$ West, a distance of 228.07 feet; Thence North $00^{\circ} 47' 34''$ West, a distance of 210.89 feet, a point, being the Southeast corner of Lot 8, Block 8, Unit 2, Lehigh Acres, as recorded in Plat Book 15, Page 40, of the Public Records of Lee County, Florida, and also being the Point of Beginning of the land herein described:

Then North $00^{\circ} 03' 24''$ East, a distance of 243.13 feet, to a Point on the East line of Lot 6, of said Block 8; Thence South $89^{\circ} 56' 36''$ East, a distance of 180.00 feet; Thence South $00^{\circ} 03' 24''$ West, a distance of 210.17 feet, to the North Right-of-Way of a 60 foot road; Thence South $69^{\circ} 57' 22''$ West, along said Right-of-Way, a distance of 23.10 feet, to the Point of Curvature of a tangent curve to the right; Thence Southwesterly and Westerly along said road Right-of-Way, being a curve, concave to the North, and having a Central Angle of $19^{\circ} 15' 02''$ a radius of 405.40 feet, and an arc length of 136.21 feet to the Point of Tangency; Thence South $89^{\circ} 12' 26''$ West, along said road Right-of-Way, a distance of 25.00 feet, to the Point of Beginning.

THIS INSTRUMENT PREPARED BY:

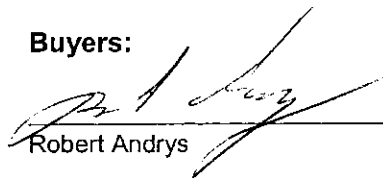
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

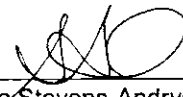
Strap No.: 27-44-27-02-00005.025A

**ASSIGNMENT OF BUYER'S INTEREST IN
REAL ESTATE SALES AGREEMENT**


1. On February 18, 2005, that we Robert Andrys and Sandra Stevens-Andrys, submitted a bid in accordance with Surplus Lands Request for Bids Under County Bid Sale Procedure to Lee County for the purchase of property located at 1910 Golfside Village Drive, in Lehigh Acres, Florida.
2. Robert Andrys and Sandra Stevens-Andrys are the Buyers with respect to a Real Estate Sales Agreement (Agreement) attached as Exhibit "X", wherein Lee County, a political subdivision of the State of Florida, is the Seller of the subject property.
3. Buyers desire to assign the entirety of their contractual rights and obligations in the Agreement to Flying Cloud Properties, LLC, a Florida Limited Liability Company (Assignee).
4. Assignee acknowledges receipt of Assignment and agrees to accept all terms and conditions in the Agreement, and purchase the subject property in accordance with said Agreement.
5. Lee County, a political subdivision of the State of Florida, acting through its Board of County Commissioners, as Seller, hereby acknowledges receipt of and approves said Assignment.


Buyers:

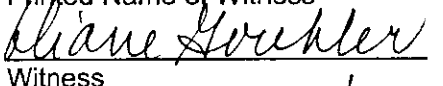

 _____ 3-17-05
 Robert Andrys (Date)



 Sandra Stevens-Andrys (Date)



 Witness


 Printed Name of Witness


 Witness
 DIANE GOUKLER

 Printed Name of Witness

ASSIGNMENT OF BUYER'S INTEREST
IN REAL ESTATE SALES AGREEMENT
Page 2 of 2

Assignee:
Flying Cloud Properties, LLC,
A Florida Limited Liability Company

Karen Crawford

Witness

Karen Crawford

Printed Name of Witness

Paul Goukler

Witness

DIANE GOUKLER

Printed Name of Witness

By: Paul King 3-17-05
(Date)

ROBERT ANDRYS

Name

PRESIDENT

Title

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

Seller:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED AS TO FORM

Office of County Attorney

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

Exhibit "X"

Page 1 of 3

STRAP No: 27-44-27-02-00005.025A

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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 \$80,000.00 payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$8,000.00 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.

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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.

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- 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.

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Diane Goukler

Witness

DIANE GOUKLER

Printed Name of Witness

Karen Crawford

Witness

Karen Crawford

Printed Name of Witness

[Signature] 3-17-05

Buyer (Date)

ROBERT ANDRYS

Printed Name of Buyer

[Signature]

Buyer (Date)

Sandra Andrys

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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AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 17 day of MARCH 2005 for the sole purpose of identifying every person having a beneficial interest in Flying Cloud Properties, LLC, A Florida Limited Liability Company, Assignee of Buyer's Interest in the Surplus Lands Request for Bids Under County Bid Sale Procedure for 1910 Golfside Village Drive, Lehigh Acres, Florida.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The name(s) and address(es) of every person having a beneficial interest in Flying Cloud Properties, LLC, A Florida Limited Liability Company are:

1. ROBERT ANDRYS 23031 TULLAHEE RD ALVA FL 3392
2. SANDRA STEVEN'S ANDRYS " " " " " "
3. DOUGLASS ANDRYS 2420 BRINKHAS ST. CHASKA MA 015318
4. TERESA ANDRYS " " " " " "
5. _____
6. _____

The real property to be conveyed is described as:

See "Exhibit A" attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Karen Crawford
Witness Signature

Karen Crawford
Printed Name

Chanel Goukler
Witness Signature

DIANE GOUKLER
Printed Name

[Signature]
Signature of Affiant

ROBERT ANDRYS
Printed Name

Affidavit of Interest in Real Property

STRAP No. : 27-44-27-02-00005.025A

STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 17 day of MARCH, 2005 by

ROBERT ANDREYS, PRESIDENT
(name of managing member and title)

of Flying Cloud Properties, LLC, a Florida Limited Liability Company, on behalf of the company.

(SEAL)

Diane Goukler
(Notary Signature)

(Print, type or stamp name)  **Diane Goukler**
My Commission DD238520
Expires November 17, 2007

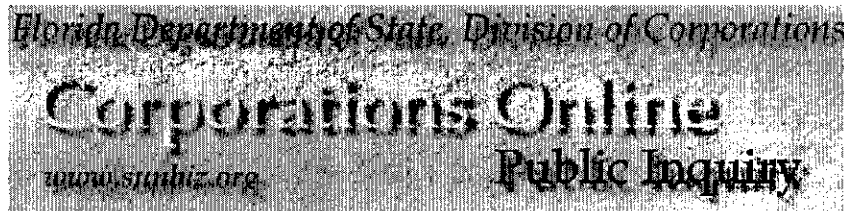
Personally known ✓
OR Produced Identification _____
Type of Identification _____

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**Florida Limited Liability
FLYING CLOUD PROPERTIES LLC**

PRINCIPAL ADDRESS
23031 TUCKAHOE RD.
ALVA FL 33920

MAILING ADDRESS
23031 TUCKAHOE RD.
ALVA FL 33920

Document Number L04000048585	FEI Number NONE	Date Filed 06/29/2004
State FL	Status ACTIVE	Effective Date NONE
Total Contribution 0.00		

Registered Agent

Name & Address
ANDRYS, ROBERT 23031 TUCKAHOE RD. ALVA FL 33920

Manager/Member Detail

Name & Address	Title
ANDRYS, ROBERT 23031 TUCKAHOE RD ALVA FL 33920	MGRM
ANDRYS, SANDY 23031 TUCKAHOE RD. ALVA FL 33920	MGRM
ANDRYS, DOUGLAS 2420 BRINKHAUS ST. CHASKA MN 55318	MGRM
ANDRYS, TERESA 2420 BRINKHAUS ST. CHASKA MN 55318	MGRM

Annual Reports

Report Year	Filed Date
-------------	------------

[Previous Filing](#)

[Return to List](#)

[Next Filing](#)

No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

06/29/2004 -- Florida Limited Liabilites
--

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

**OPERATING AGREEMENT
OF
Flying Cloud Properties
A FLORIDA LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT ("Agreement") is entered into the 8TH day of JUNE, 2004, by and between the following persons:

1. Robert Andrys
2. Douglas Andrys
3. Sandy Andrys
4. Teresa Andrys

hereinafter, ("Members" or "Parties").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, contract and agree as follows:

**ARTICLE I
FORMATION OF LIMITED LIABILITY COMPANY**

1. Formation of LLC. The Parties have formed a Florida limited liability company named Flying Cloud Properties ("LLC"). The operation of the LLC shall be governed by the terms of this Agreement and the applicable laws of the State of Florida relating to the formation, operation and taxation of a LLC, specifically the provisions of the Florida Limited Liability Company Act (Florida Statutes, Title XXXVI, Chapter 608), hereinafter referred to as the "Act." To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between such Law and this Agreement. The Parties intend that the LLC shall be taxed as a partnership. Any provisions of this Agreement, if any, that may cause the LLC not to be taxed as a partnership shall be inoperative.

2. Articles or Organization. The Members acting through one of its Members, Teresa Andrys, filed Articles of Organization, ("Articles") for record in the office of the with the Florida Department of State on June 2004, thereby creating the LLC.

3. Business. The business of the LLC shall be:
- (a) Real Estate Investments
and
 - (b) Property Development

and

(c) Rental Property

4. Registered Office and Registered Agent. The registered office and place of business of the LLC shall be 23031 Tuckahoe, Alva, FL 33920__ and the registered agent at such office shall be Robert Andrys. The Members may change the registered office and/or registered agent from time to time.

5. Duration. The LLC will commence business as of the date the Members contribute their capital investment in the LLC and will continue in perpetuity.

6. Fiscal Year. The LLC's fiscal and tax year shall end December 31.

ARTICLE II MEMBERS

7. Initial Members. The initial members of the LLC, their initial capital contributions, and their percentage interest in the LLC are:

Initial Members	Percentage Interest in LLC	Capital Contribution
Robert and Sandy Andrys	50%	\$15750.00
Douglas and Teresa Andrys	50%	\$15750.00

8. Additional Members. New members may be admitted only upon the consent of a majority of the Members and upon compliance with the provisions of this agreement.

ARTICLE III MANAGEMENT

9. Management. The Members have elected to manage the LLC as follows:

The management of the LLC shall be vested in the Members without an appointed manager. The members shall elect officers who shall manage the company. The President and Secretary may act for and on behalf of the LLC and shall have the power and authority to bind the LLC in all transactions and business dealings of any kind except as otherwise provided in this Agreement.

The Members hereby delegate the management of the LLC to Manager(s), subject to the limitations set out in this agreement.

a) The Members shall elect and may remove the Manager(s) by majority vote.

Print Name of Member: ROBERT A ANDRYS - PRESIDENT
 Address: 23031 TUCKAHOE RD
 City, State, Zip: ALVA FL 33920
 Phone: 239-728-2807

Print Name of Member: SWDRA STEVENS-ANDRYS
 Address: 23031 TUCKAHOE RD
 City, State, Zip: ALVA FL 33920
 Phone: 239-728-2807

Print Name of Member: Douglas Andrys
 Address: 2480 Breakhaus St
 City, State, Zip: Chaska MN 55318
 Phone: _____

Print Name of Member: Teresa Andrys - TREASURER/SECRETARY
 Address: 2480 Breakhaus St
 City, State, Zip: Chaska MN 55318
 Phone: 952-362-4635

Print Name of Member: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____

Print Name of Member: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____

LAND APPRAISAL REPORT

Project No. 8617

Summary Appraisal Report

File No. 215830

Borrower LEE COUNTY LANDS	Census Tract 0402.03	Map Reference 27-44-27
Property Address 1910 Golfside Village Drive		
City Lehigh Acres	County Lee	State FL
Zip Code 33972-4298		
Legal Description Lehigh Acres Units 2+3, Blks 5 thru 10, PB 15 PG 40, as desc OR 1909/4258		
Sale Price \$ Not a Sale	Date of Sale N/A	Loan Term N/A yrs.
Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD		
Actual Real Estate Taxes \$ 82.59/03 (yr)	Loan charges to be paid by seller \$ N/A	Other sales concessions N/A
Lender/Client Lee County - County Lands	Address P.O. Box 398, Fort Myers, FL 33902-0398	
Occupant Vacant Land	Appraiser Phil Benning, Associate	Instructions to Appraiser Estimate market value.

<table style="width: 100%;"> <tr> <td>Location</td> <td><input type="checkbox"/> Urban</td> <td><input checked="" type="checkbox"/> Suburban</td> <td><input type="checkbox"/> Rural</td> </tr> <tr> <td>Built Up</td> <td><input checked="" type="checkbox"/> Over 75%</td> <td><input type="checkbox"/> 25% to 75%</td> <td><input type="checkbox"/> Under 25%</td> </tr> <tr> <td>Growth Rate</td> <td><input type="checkbox"/> Fully Dev.</td> <td><input type="checkbox"/> Rapid</td> <td><input checked="" type="checkbox"/> Steady</td> </tr> <tr> <td>Property Values</td> <td><input checked="" type="checkbox"/> Increasing</td> <td><input type="checkbox"/> Stable</td> <td><input type="checkbox"/> Declining</td> </tr> <tr> <td>Demand/Supply</td> <td><input type="checkbox"/> Shortage</td> <td><input checked="" type="checkbox"/> In Balance</td> <td><input checked="" type="checkbox"/> Oversupply</td> </tr> <tr> <td>Marketing Time</td> <td><input type="checkbox"/> Under 3 Mos.</td> <td><input checked="" type="checkbox"/> 4-6 Mos.</td> <td><input type="checkbox"/> Over 6 Mos.</td> </tr> <tr> <td>Present Land Use</td> <td><input checked="" type="checkbox"/> 80% 1 Family</td> <td><input type="checkbox"/> 5% 2-4 Family</td> <td><input type="checkbox"/> % Apts. <input type="checkbox"/> 5% Condo <input type="checkbox"/> 5% Commercial</td> </tr> <tr> <td></td> <td><input type="checkbox"/> % Industrial</td> <td><input type="checkbox"/> 5% Vacant</td> <td><input type="checkbox"/> %</td> </tr> <tr> <td>Change in Present Land Use</td> <td><input checked="" type="checkbox"/> Not Likely</td> <td><input type="checkbox"/> Likely (*)</td> <td><input type="checkbox"/> Taking Place (*)</td> </tr> <tr> <td></td> <td colspan="3">(*) From _____ To _____</td> </tr> <tr> <td>Predominant Occupancy</td> <td><input checked="" type="checkbox"/> Owner</td> <td><input type="checkbox"/> Tenant</td> <td><input type="checkbox"/> 5 % Vacant</td> </tr> <tr> <td>Single Family Price Range</td> <td colspan="2">\$ 100,000 to \$ 300,000</td> <td>Predominant Value \$ 140-200</td> </tr> <tr> <td>Single Family Age</td> <td colspan="2">New yrs. to 40 yrs.</td> <td>Predominant Age 25+ yrs.</td> </tr> </table>	Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input checked="" type="checkbox"/> Oversupply	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): **The subject area is bounded by E.7th Street to the north, Joel Blvd. to the south and east, and Richmond Avenue to the west. Subject is a larger than typical lot. This area of central Lehigh is characterized by mature development of a mix of predominantly older and a some newer single family residences and duplexes. Lehigh Acres Country Club is to the immediate south, with commercial along Joel Blvd. and Homestead Road.**

Dimensions 187' x 270' x 180' x 303'+/-	= .96 Sq. Ft. or Acres	<input type="checkbox"/> Corner Lot
Zoning classification RM-10, Residential Multiple Family	Present improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations	
Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____		
Elec. <input checked="" type="checkbox"/>	Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Topo Level <input type="checkbox"/>
Gas _____	Surface Asphalt	Size Larger than Typical
Water <input checked="" type="checkbox"/>	Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Shape Primarily Rectangular
San. Sewer <input checked="" type="checkbox"/>	Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/>	View Residential/Lift Station
<input type="checkbox"/> Underground Elect. & Tel.	Sidewalk <input type="checkbox"/> Street Lights <input checked="" type="checkbox"/>	Drainage Appears Adequate
Is the property located in a HUD identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): **No adverse easements or encroachments were noted. However, no survey was provided. There is a sewer lift station near the south boundary of the site. A legal description/survey drawn by Aim Engineering and Surveying, Inc. dated 9/26/1996 indicates that the easement for the sewer lift station contains 664sf. Usable land for multi-family development is 41,818sf less 664sf or 41,154sf or .94 acre. RM-10 zoning allows 4,000sf per multiple-family unit.**

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1910 Golfside Village Drive 27-44-27-02-00005.025A	719/755 Bell Blvd 15-45-27-00-00002.0030+0050	2001 E. 5th Street 27-44-27-06-00021-0000	1112 Raymond Street E. 01-45-27-01-00005.0000
Proximity to Subject		3.94 miles south	0.21 mile northeast	2.00 miles southeast
Sales Price	\$ Not a Sale	\$ 250,000	\$ 82,000	\$ 107,500
Price /MultiFamilyUnit	\$	\$ 3,571	\$ 2,050	\$ 2,336
Data Source	Inspection	ORB 4115 PG 0231	ORB 4288 PG 3531	ORB 4151 PG 2112
Date of Sale and Time Adjustment	N/A	11/06/03	05/10/04	12/18/03
Location	Lehigh Units 2+3	Lehigh Unrec.	Lehigh Unit 6	Lehigh Unit 1
Site/View	Residential	Residential	Residential	Residential
Site Size	.94 acre	7.04 acres	4.00 acres	4.60 acres
Zoning Classification	RM-10	RM-2	RM-2	RM-2
Land Use	Central Urban	Central Urban	Central Urban	Urban Community
Multi-Units Probable	10 Units	70 Units	40 Units	46 Units
Sales or Financing Concessions	N/A	Cash	Conventional	Cash
	N/A	Indicated	\$65,000	Indicated
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 210,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 60,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 82,800
Indicated Value of Subject		\$ 40,000	\$ 22,000	\$ 24,700

Comments on Market Data: **See Addendum. All sales are zoned RM-2. Sales are adjusted at \$3,500 per unit for Sale 1, \$2,000 for Sale 2, and \$2,300 for Sale 3, for the differences.**

The subject was initially inspected on March 11, 2004, and reinspected on May 11, 2004.

Comments and Conditions of Appraisal: **See the attached Special Limiting Conditions. Sales in support of the value estimate are retained in the appraiser's work file.**

Final Reconciliation: The Cost and Income Approaches are not applicable due to the fact that there are no improvements and land is not typically purchased for income producing ability. Therefore, the Sales Comparison Approach is relied upon exclusively for the final value estimate.	
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<p>I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF St. Cert. Res. REA #0001220 Phil Benning, Associate Appraiser(s)</p>	<p>May 11, 20 04 to be \$ 35,000 St. Cert. Gen. REA #0000667 C. William Carlson, MAI, SRA Review Appraiser (if applicable)</p>
<input type="checkbox"/> Did <input checked="" type="checkbox"/> Did Not Physically Inspect Property	

[Y2K]

Supplemental Addendum

File No. 215830

Borrower/Client	LEE COUNTY LANDS		
Property Address	1910 Golfside Village Drive		
City	Lehigh Acres	County	Lee
Lender	Lee County - County Lands	State	FL
		Zip Code	33972-4298

PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of the appraisal is to estimate market value of the subject as of the effective date of the appraisal. The function (use) of the appraisal is to provide the Lee County Board of Commissioners sufficient data to make an informed decision regarding the possible sale of the property.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, RE/Xplorer Internet System, MLS, Realtors, other professionals, appraiser's files, builder's contracts, and cost estimating services (Marshall and Swift).

A thorough search is conducted for comparable properties within an appropriate market area and time frames. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of the value estimate. Limiting conditions are described in the attached addenda.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

COMMENTS ON THE SALES

The subject is compared to three of the most recent land sales of adequately comparable zoning and land use.

All sales are zoned RM-2, Residential Multiple Family.

All are larger sites allowing for more probable units per parcel.

Per information provided by the selling Realtor, Sale 1 is the most consistent in probable units and receives the greatest emphasis in support of the final value estimate. Sales 2 and 3 support the lower limits of the value range.

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

STRAP No. 27-44-27-02-00005.025A

**COUNTY DEED
(Statutory)**

THIS DEED, executed this _____ day of _____, 2005, 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 FLYING CLOUD PROPERTIES, LLC, A Florida Limited Liability Company, whose address is c/o Robert Andrys, 23031 Tuckahoe Road, Alva, Florida 33920, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE ATTACHED EXHIBIT "A"

In accordance with Florida Statutes s. 270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, the right of entry with respect to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County is hereby released if the subject parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the aggregate under the same ownership.

This property is subject to any easements, restrictions, reservations, and rights of record.

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 portion of Tract N, Plat of Section 27, Township 44 South, Range 27 East, Lehigh Acres as recorded in Plat Book 15, Page 40, of the Public Records of Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 27; Thence South $89^{\circ} 12' 26''$ West (basis for bearings is assumed), along the South line of Section 27, a distance of 988.44 feet; Thence North $00^{\circ} 47' 32''$ West, a distance of 319.84 feet; Thence North $20^{\circ} 02' 38''$ West, a distance of 61.59 feet; Thence South $69^{\circ} 57' 23''$ West, a distance of 525.00 feet; Thence South $89^{\circ} 38' 14''$ West, a distance of 228.07 feet; Thence North $00^{\circ} 47' 34''$ West, a distance of 210.89 feet, a point, being the Southeast corner of Lot 8, Block 8, Unit 2, Lehigh Acres, as recorded in Plat Book 15, Page 40, of the Public Records of Lee County, Florida, and also being the Point of Beginning of the land herein described:

Then North $00^{\circ} 03' 24''$ East, a distance of 243.13 feet, to a Point on the East line of Lot 6, of said Block 8; Thence South $89^{\circ} 56' 36''$ East, a distance of 180.00 feet; Thence South $00^{\circ} 03' 24''$ West, a distance of 210.17 feet, to the North Right-of-Way of a 60 foot road; Thence South $69^{\circ} 57' 22''$ West, along said Right-of-Way, a distance of 23.10 feet, to the Point of Curvature of a tangent curve to the right; Thence Southwesterly and Westerly along said road Right-of-Way, being a curve, concave to the North, and having a Central Angle of $19^{\circ} 15' 02''$ a radius of 405.40 feet, and an arc length of 136.21 feet to the Point of Tangency; Thence South $89^{\circ} 12' 26''$ West, along said road Right-of-Way, a distance of 25.00 feet, to the Point of Beginning.

Highest to Lowest Bidder Number	Submitted by: Bid Signed Y/N	Submitted by Rep/Agent Authorization Submitted Y/N	Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit Form of Deposit	Required No. of Copies Y/N	Special Terms and Conditions Y/N
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Negotiations will begin with the highest bidder within 7 to 10 business days from the date of the Bid Opening and will continue for a maximum of 30 days. If negotiations are unsuccessful with the highest bidder after the maximum 30-day negotiation period, the second highest bidder will be contacted to ascertain if they remain interested in negotiating on this property, and so on.

1	Robert Andrys and Sandra Stevens-Andrys Y	N	\$80,000.00 Y Cashier's Check	Y	N
2	Yoke Hua Sim Choo Y	Jack Morse Not a Broker	\$78,000.00 Y Cashier's Check	Y	N
3	Syed Ali Y	N	\$65,642.00 Y Cashier's Check	Y	N
4	Henry J. Rothenberg Y	N	\$61,102.10 Y Cashier's Check	Y	Y
5	Heinz Rubin Florida Suncoast Investment, Inc. Y	N	\$6110.21 Cashier's Check \$51,100.00 Y	Y	N
6	Michelle Lewis Y	N	\$5,110.00 Cashier's Check \$50,000.00 Y Cashier's Check	Y	N



Highest to Lowest Bidder Number	Submitted by: Bid Signed Y/N	Submitted by Rep/Agent Authorization Submitted Y/N	Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit Form of Deposit	Required No. of Copies Y/N	Special Terms and Conditions Y/N
7	Derrick Lopez Y	N	\$50,000.00 Y \$5,000.00 Cashier's Check	Y	N
8	Victor Vidal, Aviad Shemesh Danny Ben-Solomon Y	N	\$46,200.00 Y \$4,620 Certified Check	Y	N
9	Jose N. Milanes and Mayra Milanes Y	N	\$45,150.00 Y \$4,515.00 Cashier's Check	Y	N
10	Nabil Badir AND Iman Fares Y	N	\$45,000.00 Y \$4,500 Cashier's Check	Y	N
11	Pearl Foreman, TR Y	N	\$40,150.00 Y \$4,015.00 Cashier's Check	Y	Y Title Deed in to trust name
12	Nevid Holdings Ltd. Sean O'Connell (Should negotiations proceed to this bidder the Division of County Lands will require evidence of Mr. O'Connell's capacity with the Company) Y	N	\$40,000.00 Y \$4,000.00 Cashier's Check	Y	N

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13	Wilmet Lanier Y	N	\$36,100.00 Y Cashier's Check	Y	N
14	N. V. Holdings, LLC Robert N. Vetter, President	N	\$35,500.00 Y Cashier's Check	Y	N
15	Robert Klein, Tom Boudreau, and Chris O'Hern Y	N	\$30,150.00 Y Cashier's Check	Y	N
16	Raymond and Dolores Hutton Y	N	\$24,000.00 Y Cashier's Check	Y	N
17	Arthur Alexander Suarez Y	N	\$7,500.00 Y Cashier's Check	Y	N
18	William Montoya-Ladino Y	N	\$130.00 Y Money Order	Y	N

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February 18, 2005

Highest to Lowest Bidder Number	Submitted by: Bid Signed Y/N	Submitted by Rep/Agent Authorization Submitted Y/N	Amount of Bid 10% Deposit Enclosed Y/N Amount of Deposit Form of Deposit	Required No. of Copies Y/N	Special Terms and Conditions Y/N
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Negotiations will begin with the highest bidder within 7 to 10 business days from the date of the Bid Opening and will continue for a maximum of 30 days. If negotiations are unsuccessful with the highest bidder after the maximum 30-day negotiation period, the second highest bidder will be contacted to ascertain if they remain interested in negotiating on this property, and so on.

Non-Responsive Bid. Bidder did not submit the required No. of Copies	PENSCO Trust Company Custodian fbo Darlene M. Steines	N	\$51,500 Y \$5,150.00 Cashier's Check	N (Non-responsive)	N
--	--	---	--	-----------------------	---



Division of County Lands

LEE COUNTY
Southwest Florida

Surplus Lands
Request for Bids
Under County Bid Sale Procedure

Title: 1910 Golfside Village Drive

Property Location: 1910 Golfside Village Drive, Lehigh Acres, FL

Deadline for
Submittal of Bids: February 18, 2005 at 2:30 PM

Contact: Teresa L. Mann
Division of County Lands

Phone 239.479.8505
FAX 239.479.8391

Street Address:
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

Mailing Address:
Division of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398

Pre-Bid Meeting : None

Attachments: General Conditions
Detailed Specifications
Bid Submittal Form

GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF COUNTY LANDS, until 2:30pm on the date specified on the cover sheet of this "Request for Bids", and opened immediately thereafter by the County Lands Director or designee.

Any question regarding this solicitation should be directed to the Agent listed on the cover page of this solicitation, or by calling the Division of County Lands at (239) 479-8505.

1. SUBMISSION OF BID:

- a. Bids shall be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 - 1. Marked with the words "Sealed Bid"
 - 2. Name of the individual or entity submitting the bid
 - 3. Title of the bid
- b. The Bid shall be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County Bid 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 Division of County Lands prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the Bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount and the deposit amount, the total bid amount will prevail and will be considered the bid price.
- f. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw should be made in writing to the County Lands Director, who will approve or disapprove of the request.

- g. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- h. **EXECUTION OF BID:** All bids shall contain the signature of the Bidder or an authorized representative of the Bidder in the space provided on the bid proposal form. All bids shall be typed or printed in ink. The Bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded Bidder and their representatives shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the sale and purchase of real property.

3. **PRE-BID CONFERENCE**

A pre-bid conference may be held. The location, date, and time specified is located on the cover of this solicitation. Attendance at pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a bid attend.

In the event attendance at pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the Bidder to ensure that they are represented at the pre-bid. Only those Bidders who attend the pre-bid conference will be allowed to bid on this property.

4. **BIDDERS LIST MAINTENANCE**

A Bidder should respond to "Request for Bids" in order to be kept on the Bidder's List. Failure to respond to three different "Request for Bids" may result in the Bidder being removed from the Bidder's List. A Bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a bid prior to the Bid receipt deadline.
- b. Submission of a "no bid" notice prior to the Bid receipt deadline.

5. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

6. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the bid response. This information may be accepted after opening, but no later than 10 calendar days after request.

7. **CONFIDENTIALITY**

Bidders should be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality.

8. **ANTI-LOBBYING CLAUSE**

All persons are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, nor Lee County staff members, are to be lobbied, either individually or collectively, concerning this bid request. Those who intend to submit bids, or have submitted bids, for this property are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the bid process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this bid request.

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE SALE OF PROPERTY
LOCATED AT 1910 GOLFSIDE VILLAGE DRIVE
LEHIGH ACRES, FLORIDA**

SCOPE

Lee County desires to sell vacant surplus property located at 1910 Golfside Village Drive in Lehigh Acres, Florida. The parcel is approximately .96 acres or approximately 41,818 square feet and is identified as STRAP Number 27-44-27-02-00005.025A. (See Attachment "A")

The property is currently zoned RM-10 by Lee County.

There is a wastewater lift station located along the southerly boundary of the property, approximately 50 feet east of its westerly boundary.

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 quotes, 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).

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)

The 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 bidder fails or refuses to complete the purchase, per the specification.

If the 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 60 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.

Appraisal Report dated May 11, 2004, performed by Carlson, Norris and Associates, Inc., is available for **review** at the Lee County Division of County Lands, 1500 Monroe Street, Fort Myers, Florida. Call Teresa Mann at (239) 479-8505 for an appointment.

CONTACT

For information regarding bidding procedures or additional information regarding the property, contact Teresa Mann, Property Acquisition Agent, at the Division of County Lands at (239) 479-8505.

ATTACHMENT "A"

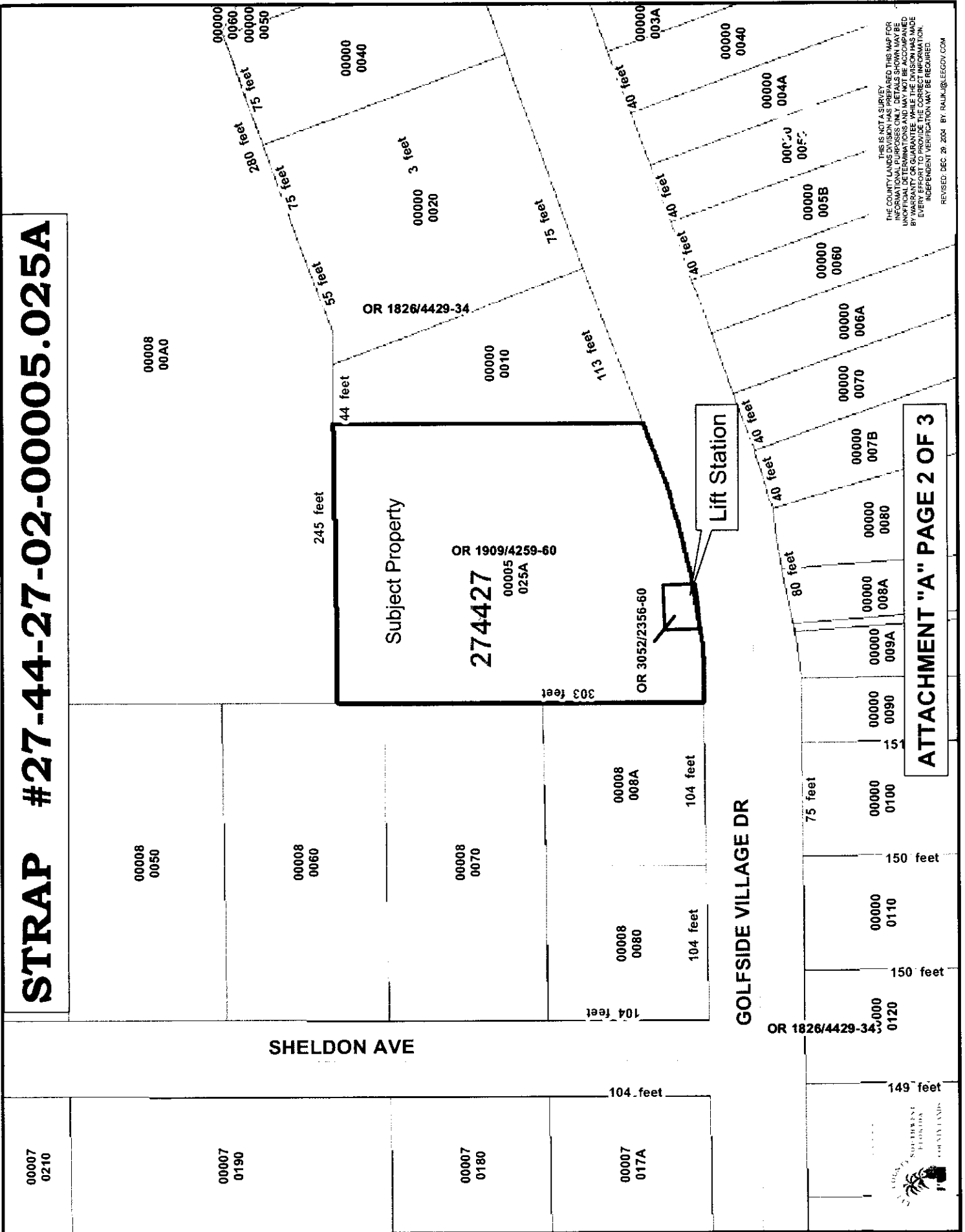
Page 1 of 3

A portion of Tract N, Plat of Section 27, Township 44 South, Range 27 East, Lehigh Acres as recorded in Plat Book 15, Page 40, of the Public Records of Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 27; Thence South $89^{\circ} 12' 26''$ West (basis for bearings is assumed), along the South line of Section 27, a distance of 988.44 feet; Thence North $00^{\circ} 47' 32''$ West, a distance of 319.84 feet; Thence North $20^{\circ} 02' 38''$ West, a distance of 61.59 feet; Thence South $69^{\circ} 57' 23''$ West, a distance of 525.00 feet; Thence South $89^{\circ} 38' 14''$ West, a distance of 228.07 feet; Thence North $00^{\circ} 47' 34''$ West, a distance of 210.89 feet, a point, being the Southeast corner of Lot 8, Block 8, Unit 2, Lehigh Acres, as recorded in Plat Book 15, Page 40, of the Public Records of Lee County, Florida, and also being the Point of Beginning of the land herein described:

Then North $00^{\circ} 03' 24''$ East, a distance of 243.13 feet, to a Point on the East line of Lot 6, of said Block 8; Thence South $89^{\circ} 56' 36''$ East, a distance of 180.00 feet; Thence South $00^{\circ} 03' 24''$ West, a distance of 210.17 feet, to the North Right-of-Way of a 60 foot road; Thence South $69^{\circ} 57' 22''$ West, along said Right-of-Way, a distance of 23.10 feet, to the Point of Curvature of a tangent curve to the right; Thence Southwesterly and Westerly along said road Right-of-Way, being a curve, concave to the North, and having a Central Angle of $19^{\circ} 15' 02''$ a radius of 405.40 feet, and an arc length of 136.21 feet to the Point of Tangency; Thence South $89^{\circ} 12' 26''$ West, along said road Right-of-Way, a distance of 25.00 feet, to the Point of Beginning.

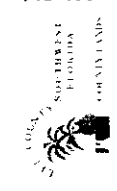
STRAP #27-44-27-02-00005.025A



THIS IS NOT A SURVEY. THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCURATE. THE COUNTY LANDS DIVISION HAS MADE EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION. INDEPENDENT VERIFICATION MAY BE REQUIRED.

REVISED: DEC. 29, 2004 BY: BAUKJ@EGOV.COM

ATTACHMENT "A" PAGE 2 OF 3



STRAP #27-44-27-02-00005.025A

OR 1826/4429-34

Subject Property

OR 1909/4259-60

274427

OR 3052/2356-60

Lift Station

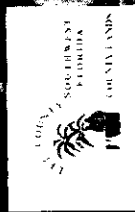
ATTACHMENT "A" PAGE 3 OF 3

SHELDON AVE

GOLFSIDE VILLAGE DR

OR 1826/4429-34

THIS IS NOT A SURVEY
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
IN ACCORDANCE WITH THE RECORDS OF THE DIVISION. THE DIVISION HAS MADE
EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION.
INDEPENDENT VERIFICATION MAY BE REQUIRED.
REVISED DEC. 28, 2004 BY: RAUK@LEESON.COM



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

STRAP No: 27-44-27-02-00005.025A

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this _____ day of _____, 200____, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and _____ (Buyer) whose address is _____, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer agrees to purchase all right, title and interest in that certain parcel of land located in Lee County, Florida, and legally described in "Exhibit A" attached to this agreement.

2. **PURCHASE PRICE:** The purchase price for the property is \$ _____, payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$ _____ from Buyer as a deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, Seller will convey to Buyer title to the property by Statutory Deed. The parties understand and agree that Buyer is purchasing the property in an "as is" condition and no express or implied warranties or guarantees exist with respect to marketable title, the condition of structures on the property, or the ability of Buyer to obtain title insurance on the property. Buyer acknowledges responsibility for any inquiries or investigations regarding property title or the condition of structures on the property. The parties also agree that Seller has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the Statutory Deed. Buyer is responsible for all other costs resulting under this agreement including but not limited to documentary stamps on deeds, survey or audit costs, special assessment costs that become payable after closing, broker's fees, and other types of closing costs.

6. TIME AND BINDING AGREEMENT:

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES:

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after 30 days written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

8. **CLOSING:** Closing shall take place during normal business hours at such location as Seller may select, within 60 days after the date the Board of County Commissioners awards the sale of subject property to the buyer.

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"

A portion of Tract N, Plat of Section 27, Township 44 South, Range 27 East, Lehigh Acres as recorded in Plat Book 15, Page 40, of the Public Records of Lee County, Florida, being more particularly described as follows:

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Attachment "C"

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

STRAP No. 27-44-27-02-00005.025A

**COUNTY DEED
(Statutory)**

THIS DEED, executed this ___ day of _____, 200__, 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 property is subject to any easements, restrictions, reservations, and rights of record.

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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LEE COUNTY
SOUTHWEST FLORIDA
Division of County Lands

BID SUBMITTAL FORM

TITLE OF BID: 1910 Golfside Village Drive

Bidder Contact Information:	
Bidder Name	
Mailing Address	
City, State, Postal Code and Country (if other than USA)	
Area Code and Telephone Number	
Area Code and Facsimile Number	
E-mail Address, if available	

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

Bidders should carefully read all the terms and conditions of the specifications. Any representation of special terms or conditions may be grounds to reject the bid.

Are there any special terms or conditions?

Yes No

Failure to clearly identify any special terms or conditions in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the County.

Special Terms or Conditions, If Any:

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

Signature

Date

Printed Name