

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Accept bid of \$20,102.10 and approve Real Estate Sales Agreement for the sale of County Surplus Property located at 6950 School Lane, Fort Myers, Florida (STRAP Number 16-44-26-02-0000A.0000). 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 <i>662</i>		5. Meeting Date: <i>4-26-05</i>	
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner Department Independent Division County Lands <i>TLM</i> By: Karen L.W. Forsyth, Director <i>KLF</i>
	<input checked="" type="checkbox"/> Statute	125	
	<input checked="" type="checkbox"/> Ordinance	02-34	
	<input type="checkbox"/> Admin. Code		
	<input checked="" type="checkbox"/> Other		
		Blue Sheet No. 20041284	

9. Background:
The Division of County Lands has solicited sealed bids for the sale of property located at 6950 School Lane in accordance with County Ordinance 02-34.

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 Gary Rothenberg, in the amount of \$20,102.10. A copy of the Bid Tabulation Sheet is attached.

Property Details:

Purchaser: Gary Rothenberg
Address: 6950 School Lane, East Fort Myers
STRAP #: 16-44-26-02-0000A.0000

Sale Details:

Sale Price: \$20,102.10
Costs to Close: Purchaser to pay closing costs

Land Value Information:

Property has been assessed by the Lee County Property Appraiser at \$7,000.

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

Funds are to be deposited into Account: 20861730100.364220.9000 - \$2,700 and GC5000000100.369900.9018 - Balance

Attachments: Justification Sheet, Real Estate Sales Agreement, County Deed, Tabulation Sheet, Bid Specifications

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services <i>APM 4/13/05</i>				County Manager/P.W. Director
<i>K.P. Forsyth</i>				<i>[Signature]</i>	Analyst <i>[Signature]</i> 4-12-05	Risk <i>[Signature]</i> 4/12/05	Grants <i>[Signature]</i> 4/12/05	Mgr. <i>[Signature]</i> 4/12/05	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: *4/7/05*
Time: *11:10 am*
Forwarded To:
[Signature]
4/13/05 1:30

RECEIVED BY
COUNTY ADMIN: *[Signature]*
4-11-05 MB
3:45 pm
COUNTY ADMIN
FORWARDED TO: *[Signature]*
4-13-05
2:45 pm

JUSTIFICATION SHEET

The subject is vacant surplus property located at 6950 School Lane in East Fort Myers, lying north of Homestead Road and westerly of Buckingham Road. The parcel is approximately .50 acre (1/2 acre) and is identified as STRAP Number 16-44-26-02-0000A.0000

This property escheated to the County in accordance with Florida Statutes 197.502(8) by virtue of Tax Deed recorded July 16, 1999, in Official Record Book 3146, Page 2758. The former owner had not paid the taxes for at least seven years, nor had any private party opted to pay the outstanding taxes and obtain the tax deed to the property.

Based on a letter obtained from Community Development, there are issues (nonconforming lot size, construction of an access road) that would need to be addressed prior to determining whether a single-family residence could be constructed on this site. A copy of this letter was included in the bid specifications.

The highest bid of \$20,102.10, is approximately 2.78 times greater than the assessed value of \$7,000. 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.

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

STRAP No: 16-44-26-02-0000A.0000

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this 7th day of March, 20005, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and Gary Rothenberg, (Buyer) whose address is 175 Bahia Via, Fort Myers Beach, Florida 33931, 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 \$20,102.10, payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$2,010.21 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.

Henry J. Rothenberg
Witness

[Signature] 3-7-05
Buyer (Date)

Henry J. Rothenberg
Printed Name of Witness

Gary Rothenberg
Printed Name of Buyer

[Signature]
Witness

Sarah Mawery
Printed Name of Witness

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"

Block A, Buckingham Park, Entrance Roads, according to map or plat thereof recorded and on file in the office of the Clerk of the Circuit Court, in Plat Book 9, at Pages 93 through 98, Public Records of Lee County, Florida.

LESS AND EXCEPT THE FOLLOWING PARCELS:

Beginning at the Southeast corner of Block A, of that certain subdivision known as Buckingham Park, according to the map or plat thereof on file and recorded in the Public Records of Lee County, Florida, in Plat Book 9, at Pages 93-98 inclusive, for the Point of Beginning of the lands herein described; thence run North along the East line of said Block A for 100 feet; thence West parallel with the North line of said Block to the West line of said Block which is approximately 184 feet more or less; thence South along the West line of said Block 175 feet more or less to the Southwest corner of said Block; thence East along the South line of said Block to the Point of Beginning.

AND

Commencing at the Southwest corner of Block A, Buckingham Park, Northwest Section, as recorded in Plat Book 9, Pages 93-98, Public Records of Lee County, Florida; thence run N $0^{\circ}15'40''$ W along the West line of said Block A for 178.2 feet to the Point of Beginning; thence from said Point of Beginning, continue N $00^{\circ}15'40''$ W 113.03 feet to a point 113.77 feet South of the Northwest corner of said Block A; thence run S $62^{\circ}09'00''$ E, parallel to the North line of said Block A for 215.65 feet to the West line of School Lane, at a point 100.48 feet from the Northeast corner of said Block A; thence run Southwesterly along the arc of a curve to the left having a radius of 1230 feet for an arc distance of 100.48 feet (delta angle $4^{\circ}40'50''$, chord bearing S $20^{\circ}49'50''$ W, 100.45 feet); thence run N $62^{\circ}09'00''$ W, parallel to the North line of said Block A to the Point of Beginning.

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

STRAP No. 16-44-26-02-0000A.0000

**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 GARY ROTHENBERG, whose address is 175 Bahia Via, Fort Myers Beach, Florida 33931, 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"

Block A, Buckingham Park, Entrance Roads, according to map or plat thereof recorded and on file in the office of the Clerk of the Circuit Court, in Plat Book 9, at Pages 93 through 98, Public Records of Lee County, Florida.

LESS AND EXCEPT THE FOLLOWING PARCELS:

Beginning at the Southeast corner of Block A, of that certain subdivision known as Buckingham Park, according to the map or plat thereof on file and recorded in the Public Records of Lee County, Florida, in Plat Book 9, at Pages 93-98 inclusive, for the Point of Beginning of the lands herein described; thence run North along the East line of said Block A for 100 feet; thence West parallel with the North line of said Block to the West line of said Block which is approximately 184 feet more or less; thence South along the West line of said Block 175 feet more or less to the Southwest corner of said Block; thence East along the South line of said Block to the Point of Beginning.

AND

Commencing at the Southwest corner of Block A, Buckingham Park, Northwest Section, as recorded in Plat Book 9, Pages 93-98, Public Records of Lee County, Florida; thence run N $0^{\circ}15'40''$ W along the West line of said Block A for 178.2 feet to the Point of Beginning; thence from said Point of Beginning, continue N $00^{\circ}15'40''$ W 113.03 feet to a point 113.77 feet South of the Northwest corner of said Block A; thence run S $62^{\circ}09'00''$ E, parallel to the North line of said Block A for 215.65 feet to the West line of School Lane, at a point 100.48 feet from the Northeast corner of said Block A; thence run Southwesterly along the arc of a curve to the left having a radius of 1230 feet for an arc distance of 100.48 feet (delta angle $4^{\circ}40'50''$, chord bearing S $20^{\circ}49'50''$ W, 100.45 feet); thence run N $62^{\circ}09'00''$ W, parallel to the North line of said Block A 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
1	Gary Rothenberg Y	N/A	\$20,102.10 Y \$2,010.21 Cashier's Check	Y	N
2	Jose N. Milanes and Mayra Milanes Y	N/A	\$15,150.00 Y \$1,515.00 Cashier's Check	Y	N
3	Victor Vidal, Lior Aldad, Aviad Shemesh, and Danny Ben- Solomon Y	N/A	\$12,600.00 Y \$1,260.00 Bank Check	Y	N
4	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)	N/A	\$10,000.00 Y \$1,000.00 Cashier's Check	Y	N
5	Nabil Badir AND Iman Fares	N/A	\$10,000.00 Y \$1,000.00 Cashier's Check	Y	N
6	NV Holdings, LLC Robert N. Vetter, President	N/A	\$8,000.00 Y \$800.00 Cashier's Check	Y	N

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.



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.

7	Wilmet Lanier	N/A	\$5,100.00 Y \$510.00 Cashier's Check	Y	N
8	Robert Klein Tom Boudreau Chris O'Hern	N/A	\$3,150.00 Y \$315.00 Cashier's Check	Y	N
Bid Non-Responsive (Did not include required 10% deposit)	John Domanski Sr. and Kathleen A. Domanski Y	N/A	\$6,878.00 N \$687.00 Bank Check	Y	N



Division of County Lands

LEE COUNTY

Southwest Florida

Surplus Lands

Request for Bids

Under County Bid Sale Procedure

Title: 6950 School Lane

Property Location: 6950 School Lane, Fort Myers, 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 6950 SCHOOL LANE
FORT MYERS, FLORIDA**

SCOPE

Lee County desires to sell vacant surplus property located at 6950 School Lane in Fort Myers, Florida. The parcel is approximately .50 acre and is identified as STRAP Number 16-44-26-02-0000A.0000. (See Attachment "A")

The property is currently zoned AG-2 by Lee County. The Division of County Lands obtained a zoning verification letter dated November 18, 2003, from the Lee County Department of Community Development, Zoning Division. (See Attachment "B")

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 "C").

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 "D")

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.

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

Block A, Buckingham Park, Entrance Roads, according to map or plat thereof recorded and on file in the office of the Clerk of the Circuit Court, in Plat Book 9, at Pages 93 through 98, Public Records of Lee County, Florida.

LESS AND EXCEPT THE FOLLOWING PARCELS:

Beginning at the Southeast corner of Block A, of that certain subdivision known as Buckingham Park, according to the map or plat thereof on file and recorded in the Public Records of Lee County, Florida, in Plat Book 9, at Pages 93-98 inclusive, for the Point of Beginning of the lands herein described; thence run North along the East line of said Block A for 100 feet; thence West parallel with the North line of said Block to the West line of said Block which is approximately 184 feet more or less; thence South along the West line of said Block 175 feet more or less to the Southwest corner of said Block; thence East along the South line of said Block to the Point of Beginning.

AND

Commencing at the Southwest corner of Block A, Buckingham Park, Northwest Section, as recorded in Plat Book 9, Pages 93-98, Public Records of Lee County, Florida; thence run N 0°15'40" W along the West line of said Block A for 178.2 feet to the Point of Beginning; thence from said Point of Beginning, continue N 00°15'40" W 113.03 feet to a point 113.77 feet South of the Northwest corner of said Block A; thence run S 62°09'00" E, parallel to the North line of said Block A for 215.65 feet to the West line of School Lane, at a point 100.48 feet from the Northeast corner of said Block A; thence run Southwesterly along the arc of a curve to the left having a radius of 1230 feet for an arc distance of 100.48 feet (delta angle 4°40'50", chord bearing S 20°49'50" W, 100.45 feet); thence run N 62°09'00" W, parallel to the North line of said Block A to the Point of Beginning..

PARCEL #16-44-26-02-0000A.0000

BUCKINGHAM RD.

16-44-26-02-0000A.0000

16426

INDRESTEAD RD.

214426

ATTACHMENT "A" PAGE 3 OF 3



THIS IS NOT A SURVEY.
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
INCOMPLETE OR INACCURATE. THIS MAP SHOULD BE ACCOMPANIED
BY A WARRANT OR SUBORDINATE. WHILE THE DIVISION MAKES
EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,
INDEPENDENT VERIFICATION MAY BE REQUIRED.
REVISED DEC. 28, 2004 BY RAJ.M@LEGCOV.COM



ATTACHMENT "B"



LEE COUNTY SOUTHWEST FLORIDA

NOV 20 2003

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8570

Bob Janes
District One

November 18, 2003

Douglas R. St. Cerny
District Two

Shelia A. Bedwell, CLS
Lee County Division of County Lands
P O Box 398
Fort Myers, FL 33902-039

Ray Judah
District Three

Andrew W. Coy
District Four

RE: 6950 School Lane
STRAP # 16-44-26-02-0000A.0000
Case No. ZVL2003-00207

John E. Albion
District Five

Dear Ms. Bedwell:

Donald D. Stilwell
County Manager

In response to your memo dated November 3, 2003, please be advised that the above-referenced property is zoned Agricultural (AG-2) and is located in the Rural Community Preserves category according to the Future Land Use Map of Lee County.

James G. Yaeger
County Attorney

The maximum density for the Rural Community Preserves land use category is one dwelling unit per acre. The Property Appraiser's records show that the subject property is .55 +/- of an acre. Since the subject property does not meet the density requirements, a minimum use determination must be approved prior to a single family residence being constructed on the subject property.

Diana M. Parker
County Hearing Examiner

The property development regulations for the AG-2 zoning district are:

Street	25 feet
Side yard	15 feet
Rear yard	25 feet
Maximum height	35 feet
Maximum lot coverage	25% (See note below)

Note: For nonconforming lots, as defined in section 34-3271, the maximum lot coverage will be 40 percent.

If the property development regulations cannot be met, then a variance(s) would have to be approved. The variance process requires a public hearing.

Land Development Code Section 34-3271 defines a nonconforming lot as a lot of which the area, dimension or location was lawful prior to the adoption of the ordinance from which this chapter is derived, or the adoption of a revision or amendment of this chapter, and which fails by reason of such adoption, revision or amendment to conform to the requirements for the zoning district in which the lot is located.

In order to build a single-family residence on the subject property, you must have access to the property from a road meeting Class "D" standards as defined in Section 10-296 of the Land Development Code. The minimum use determination will also address this requirement.

Please be advised that the information provided herein is based on current regulations and may be subject to change as ordinances are enacted or amended.

Should you have further questions, please do not hesitate to contact our office.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Joe Hagan
Planner

JGH/dxc

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P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 335-2111

Internet address <http://www.lee-county.com>

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

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

STRAP No: 16-44-26-02-0000A.0000

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"

Block A, Buckingham Park, Entrance Roads, according to map or plat thereof recorded and on file in the office of the Clerk of the Circuit Court, in Plat Book 9, at Pages 93 through 98, Public Records of Lee County, Florida.

LESS AND EXCEPT THE FOLLOWING PARCELS:

Beginning at the Southeast corner of Block A, of that certain subdivision known as Buckingham Park, according to the map or plat thereof on file and recorded in the Public Records of Lee County, Florida, in Plat Book 9, at Pages 93-98 inclusive, for the Point of Beginning of the lands herein described; thence run North along the East line of said Block A for 100 feet; thence West parallel with the North line of said Block to the West line of said Block which is approximately 184 feet more or less; thence South along the West line of said Block 175 feet more or less to the Southwest corner of said Block; thence East along the South line of said Block to the Point of Beginning.

AND

Commencing at the Southwest corner of Block A, Buckingham Park, Northwest Section, as recorded in Plat Book 9, Pages 93-98, Public Records of Lee County, Florida; thence run N $0^{\circ}15'40''$ W along the West line of said Block A for 178.2 feet to the Point of Beginning; thence from said Point of Beginning, continue N $00^{\circ}15'40''$ W 113.03 feet to a point 113.77 feet South of the Northwest corner of said Block A; thence run S $62^{\circ}09'00''$ E, parallel to the North line of said Block A for 215.65 feet to the West line of School Lane, at a point 100.48 feet from the Northeast corner of said Block A; thence run Southwesterly along the arc of a curve to the left having a radius of 1230 feet for an arc distance of 100.48 feet (delta angle $4^{\circ}40'50''$, chord bearing S $20^{\circ}49'50''$ W, 100.45 feet); thence run N $62^{\circ}09'00''$ W, parallel to the North line of said Block A to the Point of Beginning.

Attachment "D"

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

STRAP No. 16-44-26-02-0000A.0000

**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"

Block A, Buckingham Park, Entrance Roads, according to map or plat thereof recorded and on file in the office of the Clerk of the Circuit Court, in Plat Book 9, at Pages 93 through 98, Public Records of Lee County, Florida.

LESS AND EXCEPT THE FOLLOWING PARCELS:

Beginning at the Southeast corner of Block A, of that certain subdivision known as Buckingham Park, according to the map or plat thereof on file and recorded in the Public Records of Lee County, Florida, in Plat Book 9, at Pages 93-98 inclusive, for the Point of Beginning of the lands herein described; thence run North along the East line of said Block A for 100 feet; thence West parallel with the North line of said Block to the West line of said Block which is approximately 184 feet more or less; thence South along the West line of said Block 175 feet more or less to the Southwest corner of said Block; thence East along the South line of said Block to the Point of Beginning.

AND

Commencing at the Southwest corner of Block A, Buckingham Park, Northwest Section, as recorded in Plat Book 9, Pages 93-98, Public Records of Lee County, Florida; thence run N 0°15'40" W along the West line of said Block A for 178.2 feet to the Point of Beginning; thence from said Point of Beginning, continue N 00°15'40" W 113.03 feet to a point 113.77 feet South of the Northwest corner of said Block A; thence run S 62°09'00" E, parallel to the North line of said Block A for 215.65 feet to the West line of School Lane, at a point 100.48 feet from the Northeast corner of said Block A; thence run Southwesterly along the arc of a curve to the left having a radius of 1230 feet for an arc distance of 100.48 feet (delta angle 4°40'50", chord bearing S 20°49'50" W, 100.45 feet); thence run N 62°09'00" W, parallel to the North line of said Block A to the Point of Beginning.



LEE COUNTY
SOUTHWEST FLORIDA
Division of County Lands

BID SUBMITTAL FORM

TITLE OF BID: 6950 School Lane

Bidder Contact Information:	
Bidder Name	
Mailing Address	
City, State, Postal Code and Country <small>(if other than USA)</small>	
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