

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

**Blue Sheet No. 20020301**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$30,600.00 for Parcel 107, Cypress Lake Drive Widening, Project No. 4064, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize Chairman to execute Purchase Agreement if offer is accepted by Seller; Authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction and payment of all recording fees.

**WHY ACTION IS NECESSARY:** The Board must formally authorize the making of a binding offer to a property owner pursuant to F.S. §73.015 prior to initiation of condemnation proceedings.

**WHAT ACTION ACCOMPLISHES:** Making of binding offer to property owner as required by F.S. §73.015, as amended.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 3 *C6A*

**3. MEETING DATE:**  
*04-16-2002*

4. <b>AGENDA:</b> <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON TIME REQUIRED:	5. <b>REQUIREMENT/PURPOSE:</b> (Specify) <input checked="" type="checkbox"/> STATUTE 73.125 <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. <input checked="" type="checkbox"/> OTHER <i>Res. Of Necessity 02-01-32, Blue Sheet No. 20011093</i>	6. <b>REQUESTOR OF INFORMATION</b> A. COMMISSIONER B. DEPARTMENT <i>Independent</i> C. DIVISION <i>County Lands</i> BY: <i>Karen L. W. Forsyth, Director</i>
--	--	--

**7. BACKGROUND:** Cypress Lake Drive Widening, Project No. 4064, will improve Cypress Lake Drive to an urban arterial with six lanes, raised median, landscaping, sidewalks, and utilities, from near Summerlin Road to Cypress Trace near US 41 in South Fort Myers. This property is an unimproved strip of land, along the south side of Cypress Lake Drive reserved for future right of way on the plat of Reflection Lakes planned unit development. The parcel also known as STRAP # 23-45-24-06-0000G.0000, consist of approximately .45 of an acre with a highest and best use of mixed use residential type development as the larger parcel Reflection Lakes.

F.S. §73.015, as amended, requires the County to submit a binding offer to the property owner prior to the initiation of condemnation proceedings. The property was appraised by J. Lee Norris, MAI, SRA, for \$25,500.00. The binding offer to the property owner, Engle Homes/Southwest Florida, Inc., a Florida corporation, is for \$30,600.00, 20% above the appraised value. Should the property owner agree to accept this offer, condemnation proceedings will not be required. If the property owner elects not to accept this offer, then condemnation proceedings may be commenced.

Staff recommends the Board approve the requested motion.

Funds are available in Account No. 20406418804.506110  
204064 - Cypress Lake Drive Widening  
18804 - Road Impact Fees - SFM/San Carlos  
506110 - Land and Court of Registry Deposits

**ATTACHMENTS:**  
Purchase & Sale Agreement  
In-House Title Search  
Appraisal Letter  
Sales History  
Resolution 02-01-32

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>Cypress Lake</i>				G County Manager
					OA	OM	RISK	GG	
<i>Approved</i>	<i>A/A</i>	<i>H/H</i>	<i>AD</i>	<i>AS</i>	<i>AS</i>	<i>AS</i>		<i>GG</i>	<i>AS</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

*Approved by Staff*  
Date: *3/28/02*  
Time: *2:30pm*  
*Co. Admin*  
*3/28/02 7:45*

RECEIVED BY  
COUNTY ADMIN.  
*3/27/02*  
COUNTY ADMIN.  
*4/3/02*

This document prepared by  
County Lands Division  
Project: Cypress Lake Drive Widening, Project No. 4064  
Parcel: 107  
STRAP No.: 23-45-24-06-0000G.0000

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Engle Homes/Southwest Florida, Inc., a Florida corporation, hereinafter referred to as SELLER, whose address is 123 NW 13<sup>th</sup> Street, Suite 300, Boca Raton, Florida 33432, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of .45 acres more or less, and located at Cypress Lake Drive, Fort Myers, Florida and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Cypress Lake Drive Widening, Project No. 4064, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Thirty Thousand Six Hundred Dollars and No/100 (\$30,600.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$30,600.00, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

**12. TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

**13. DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

**14. ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

**15. REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

**16. POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

**17. TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and

initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER: Engle Homes/Southwest  
Florida, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name

President

Title

CORPORATE SEAL

CHARLIE GREEN, CLERK

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

BY: \_\_\_\_\_

DEPUTY CLERK (DATE)

BY: \_\_\_\_\_

CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

COUNTY PROJ. NO. CN-97-01 (S.T.A. NO. 18) CYPRESS LAKE DRIVE LEE COUNTY DESCRIPTION

PARCEL 107

RIGHT OF WAY

That portion of Tract "G", Reflection Lakes, a subdivision in Section 23, Township 45 South, Range 24 East, as per plat thereof recorded in Plat Book 64, Page 53, Public Records of Lee County, Florida.

Being more particularly described as follows:

COMMENCE at the northwest corner of said Tract "D"; said point lying S 00°51'22" E, a distance of 50.00 feet from survey base line station 136+69.93 of Cypress Lake Drive (per Lee County Project Number CN-97-01, Contract Number III, Supplemental Task Authorization Number 18); thence along the north line of said Tracts "D" and "G" and the southerly right of way line of Cypress Lake Drive, N 89°08'38" E, a distance of 150.00 feet to the northeast corner of said Tract "D"; said point being the POINT OF BEGINNING; thence continuing along said north line, N 89°08'38" E, a distance of 1281.98 feet to the northeast corner of said Tract "G"; thence departing said north line and said southerly right of way line and along the east line of said Tract "G", S 00°15'56" E, a distance of 15.00 feet to the southeast corner of said Tract "G"; thence departing said east line and along the south line of said Tract "G", S 89°08'38" W, a distance of 1317.54 feet to the east line of said Tract "D", said point being the beginning of a curve concave southeasterly and having a radius of 50.00 feet; thence along the east line of said Tract "D" and said curve to the right an arc distance of 39.77 feet through a central angle of 45°34'29" with a chord bearing N 66°21'24" E and chord distance of 38.73 feet to the end of said curve and the POINT OF BEGINNING.

Said lands containing 19,597 square feet, more or less.

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION  
LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM	DKT	4-17-01		
FINAL	DKT	4-19-01		
CHECKED	MJZ	4-19-01		

MAPS PREPARED BY  
AIM ENG. & SURVEYING, INC. FIELD BOOK NO.'S  
N/A

S.T.A. NO. 18 SCALE: N/A

CONTRACT No. III SHEET 1 OF 3

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*[Signature]* 9-14-01

MICHAEL J. ZUMER  
REGISTERED SURVEYOR AND MAPPER

LICENSED BUSINESS #9114

AIM ENGINEERING & SURVEYING, INC.  
5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
1-800-226-4569  
FX1941/332-8734



REVISION	BY	DATE
REVISED PER NEW OWNERSHIP INFO	DKT	9-12-01
SPLIT PARCEL 107	DKT	8-15-01



SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

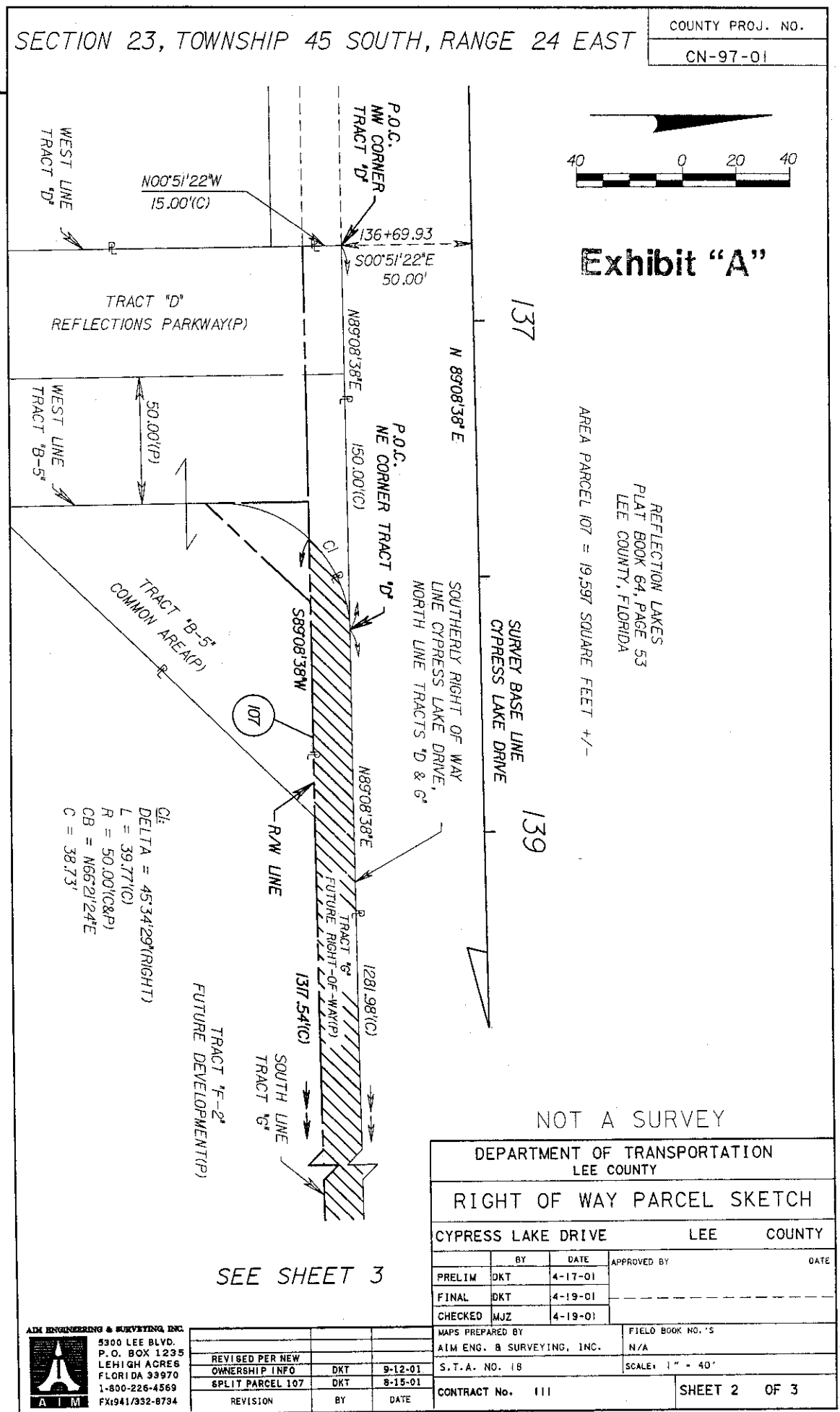
COUNTY PROJ. NO.  
CN-97-01



Exhibit "A"

REFLECTION LAKES  
PLAT BOOK 64, PAGE 53  
LEE COUNTY, FLORIDA

AREA PARCEL 107 = 19,597 SQUARE FEET +/-



SEE SHEET 3

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION LEE COUNTY			
RIGHT OF WAY PARCEL SKETCH			
CYPRESS LAKE DRIVE		LEE COUNTY	
BY	DATE	APPROVED BY	DATE
PRELIM DKT	4-17-01		
FINAL DKT	4-19-01		
CHECKED MJZ	4-19-01		
MAPS PREPARED BY AIM ENG. & SURVEYING, INC.		FIELD BOOK NO.'S N/A	
S.T.A. NO. 18		SCALE: 1" = 40'	
CONTRACT No. 111		SHEET 2 OF 3	

AIM ENGINEERING & SURVEYING, INC.  
5300 LEE BLVD.  
P. O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
1-800-226-4569  
FX1941/332-8734

REVISED PER NEW OWNERSHIP INFO	DKT	9-12-01
SPLIT PARCEL 107	DKT	8-15-01
REVISION	BY	DATE

# Exhibit "A"

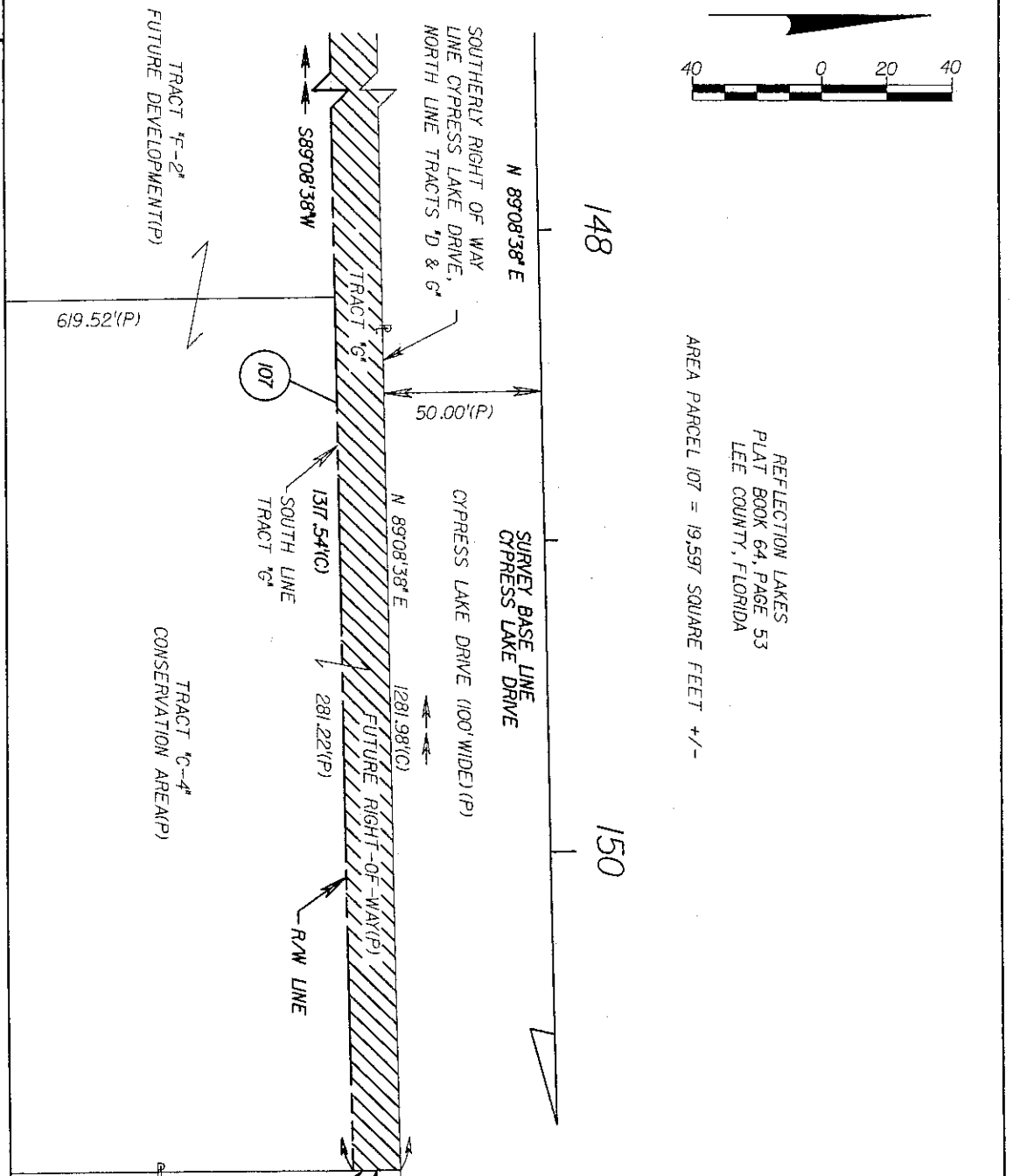
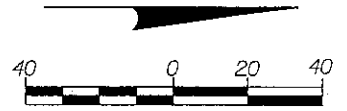
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Page 3 of 3

SEE SHEET 2



NOT A SURVEY

DEPARTMENT OF TRANSPORTATION LEE COUNTY			
RIGHT OF WAY PARCEL SKETCH			
CYPRESS LAKE DRIVE		LEE COUNTY	
BY	DATE	APPROVED BY	DATE
PRELIM DKT	4-17-01		
FINAL DKT	4-19-01		
CHECKED MJZ	4-19-01		
MAPS PREPARED BY AIM ENG. & SURVEYING, INC.		FIELD BOOK NO. 'S N/A	
S.T.A. NO. 18		SCALE: 1" = 40'	
CONTRACT No. 111		SHEET 3 OF 3	

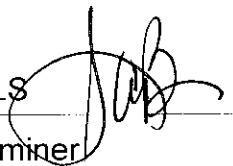
**AIM ENGINEERING & SURVEYING, INC.**  
 5300 LEE BLVD.  
 P. O. BOX 1295  
 LEHIGH ACRES  
 FLORIDA 33970  
 1-800-226-4569  
 FX1941/332-8734

REVISED PER NEW OWNERSHIP INFO	DKT	9-12-01
GPLIT PARCEL 107	DKT	8-15-01
REVISION	BY	DATE

**Updated In House Title Search**  
Search No. 21870/D  
Date: March 22, 2002  
Parcel: 107  
Project: Cypress Lake Drive  
Widening Project #4064

To: Michael J. O'Hare, SR/WA  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner



STRAP: 23-45-24-06-0000G.0000

An update has been requested of In House Title Search No. 21870/D which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through March 10, 2002, at 5:00 p.m.

**Subject Property:** See attached Schedule "X".

Title to the subject property is vested in the following:

**Engle Homes/Southwest Florida, Inc., a Florida Corporation**

by that certain instrument dated February 19, 1998, recorded February 20, 1998, in Official Record Book 2923, Page 323, Public Records of Lee County, Florida.

**Subject to:**

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Non-exclusive perpetual easement granted to Cypress Lake Corporation for purposes of allowing grantee to utilize grantor's property in connection with any and all storm water drainage systems, construction and maintenance of drainage lines, and road ingress/egress, as recorded in Official Record Book 2925, Page 2135, as amended in Official Record Book 3212, Page 813, Public Records of Lee County, Florida.
3. Perpetual conservation easement granted to South Florida Water Management District, as recorded in Official Record Book 3160, Page 3058, Public Records of Lee County, Florida.
4. Easement for ingress/egress, placement and maintenance of communication equipment granted to Sprint-Florida, Inc., as recorded in Official Record Book 3199, Page 1550, Public Records of Lee County, Florida.
5. Perpetual public utility easement for sewer/water purposes granted to Lee County Board of County Commissioners, as recorded in Official Record Book 3232, Page 3018, Public Records of Lee County, Florida.

**Updated In House Title Search**

Search No. 21870/D

Date: March 22, 2002

Parcel: 107

Project: Cypress Lake Drive

Widening Project #4064

6. Exclusive and Perpetual Wastewater Force Main Easement granted to Florida Cities Water Company, as recorded in Official Record Book 2771, Page 3019, Public Records of Lee County, Florida; lengthy metes and bounds legal description for this easement was not mapped out for purposes of this report, however, the sketch attached to the easement instrument appears to indicate that the Northerly portion of the easement may affect the subject lot. [Cursory review of the metes and bounds description reveals that the easement abuts Cypress Lake Drive.]
7. Exclusive and perpetual wastewater force main easement granted to Florida Cities Water Company, as recorded in Official Record Book 2771, Page 3030, Public Records of Lee County, Florida; lengthy metes and bounds legal description for this easement was not mapped out for purposes of this report, however, the sketch attached to the easement instrument appears to indicate that the Northerly portion of the easement may affect the subject lot. [Cursory review of the metes and bounds description reveals that the easement abuts Cypress Lake Drive.]
8. Easement granted to Florida Power and Light Company, as recorded in Official Record Book 3121, Page 3793, Public Records of Lee County, Florida; for purposes of this report, the metes and bounds legal description was not mapped out, however, it appears that the easement may affect a portion of the subject parcel.
9. Easements for access, maintenance and use of the areas described as storm water drainage and mitigation areas, as recited in Article IV, Section 4.1 and 4.2 of the Declaration recorded in Official Record Book 3156, Page 2364, Public Records of Lee County, Florida.
10. Easements set forth in Article IV, Sections 4.2 - 4.6 through 4.10 - 8.3 - 13.9 and 13.16 of the Master Declaration for Reflection Lakes, as recorded in Official Record Book 3156, Page 2421, Public Records of Lee County, Florida. [Note: Supplements adding property to the Master Declaration are recorded in Official Record Book 3242, Page 2153; Official Record Book 3314, Page 1048; and Official Record Book 3347, Page 3626.]

**Updated In House Title Search**  
Search No. 21870/D  
Date: March 22, 2002  
Parcel: 107  
Project: Cypress Lake Drive  
Widening Project #4064

Plat dedications (for information):

- All drainage easements are dedicated to Reflection Lakes Storm water Drainage Areas and Mitigation Areas Joint Council, Inc.
- Conservation tracts C-1 through C-5 are dedicated to Reflection Lakes Storm water Drainage Areas and Mitigation Areas Joint Council, Inc.
- Tracts L-1 through L-6 are dedicated to Reflection Lakes Storm water Drainage Areas and Mitigation Areas Joint Council, Inc.
- Lake maintenance easements are dedicated to Reflection Lakes Storm water Drainage Areas and Mitigation Areas Joint Council, Inc.
- Common areas B-1 through B-6 are dedicated to Reflection Lakes Wastewater Association.
- Tracts "A" and "D" are dedicated to Reflection Lakes Storm water Drainage Areas and Mitigation Areas Joint Council, Inc. AND to the Reflection Lakes Master Association for road right-of-way, ingress and egress, subject to a Public Utility Easement, as dedicated on plat.
- Recreation area R-1 is dedicated to Reflection Lakes Master Association.
- Tract "G" is reserved for future right-of-way.
- Public utility easements as depicted and dedicated on plat are dedicated to licensed and public utility companies.

NOTE FOR INFORMATION: The deed of record in Official Record Book 2923, Page 323 includes land in addition to the property referenced in the legal description of this report as Tracts A, D and G; the three tracts described appear to be the numerous roadways highlighted on the attached PAGIS/GIS map; none of the roads appear to be "county maintained."

**Tax Status:** 2001 taxes are paid in full.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

# Schedule X

Parcel 107

Project: Cypress Lake Drive Widening Project #4064

Search No. 21870/D

That portion of Tract "G", Reflection Lakes, a subdivision in Section 23, Township 45 South, Range 24 East, as per plat thereof recorded in Plat Book 64, Page 53, Public Records Of Lee County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of said Tract "D"; said point lying S 00°51'22"E, a distance of 50.00 feet from survey base line station 136+69.93 of Cypress Lake Drive (per Lee County Project Number CN-97-01, Contract Number 111, Supplemental Task Authorization Number 18); thence along the North line of said Tracts "D" and "G" and the Southerly right of way line of Cypress Lake Drive, N89°08'38"E, a distance of 150.00 feet to the Northeast corner of said Tract "D"; said point being the POINT OF BEGINNING; thence continuing along said North line, N89°08'38"E, a distance of 1281.98 feet to the Northeast corner of said Tract "G"; thence departing said north line and said Southerly right of way line and along the East line of said Tract "G", S00°15'56"E a distance of 15.00 feet to the southeast corner of said Tract "G"; thence departing said East line and along the South line of said Tract "G", S 89°08'38"W, a distance of 1317.54 feet to the East line of said Tract "D", said point being the beginning of a curve concave Southeasterly and having a radius of 50.00 feet; thence along the East line of said Tract "D" and said curve to the right an arc distance of 39.77 feet through a central angel of 45°34'29" with a chord bearing N 66°21'24" E and chord distance of 38.73 feet to the end of said curve and the POINT OF BEGINNING.

Said lands containing 19, 597 square feet, more or less.

COUNTY PROJ. NO. CN-97-01 (S.T.A. NO. 18) CYPRESS LAKE DRIVE LEE COUNTY DESCRIPTION

PARCEL 107

RIGHT OF WAY

That portion of Tract "G", Reflection Lakes, a subdivision in Section 23, Township 45 South, Range 24 East, as per plat thereof recorded in Plat Book 64, Page 53, Public Records of Lee County, Florida.

Being more particularly described as follows:

COMMENCE at the northwest corner of said Tract "D"; said point lying S 00°51'22" E, a distance of 50.00 feet from survey base line station 136+69.93 of Cypress Lake Drive (per Lee County Project Number CN-97-01, Contract Number III, Supplemental Task Authorization Number 18); thence along the north line of said Tracts "D" and "G" and the southerly right of way line of Cypress Lake Drive, N 89°08'38" E, a distance of 150.00 feet to the northeast corner of said Tract "D"; said point being the POINT OF BEGINNING; thence continuing along said north line, N 89°08'38" E, a distance of 1281.98 feet to the northeast corner of said Tract "G"; thence departing said north line and said southerly right of way line and along the east line of said Tract "G", S 00°15'56" E, a distance of 15.00 feet to the southeast corner of said Tract "G"; thence departing said east line and along the south line of said Tract "G", S 89°08'38" W, a distance of 1317.54 feet to the east line of said Tract "D", said point being the beginning of a curve concave southeasterly and having a radius of 50.00 feet; thence along the east line of said Tract "D" and said curve to the right an arc distance of 39.77 feet through a central angle of 45°34'29" with a chord bearing N 66°21'24" E and chord distance of 38.73 feet to the end of said curve and the POINT OF BEGINNING.

Said lands containing 19,597 square feet, more or less.

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION LEE COUNTY			
RIGHT OF WAY PARCEL SKETCH			
CYPRESS LAKE DRIVE		LEE COUNTY	
	BY	DATE	APPROVED BY
PRELIM	DKT	4-17-01	
FINAL	DKT	4-19-01	
CHECKED	MJZ	4-19-01	
MAPS PREPARED BY AIM ENG. & SURVEYING, INC.			FIELD BOOK NO.'S N/A
S.T.A. NO. 18			SCALE: N/A
CONTRACT No. 111			SHEET 1 OF 3

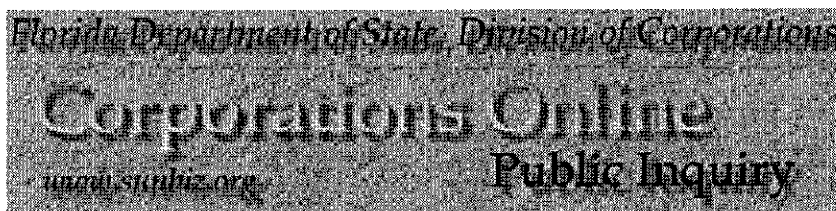
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

MICHAEL J. ZOUPEA  
REGISTERED SURVEYOR AND MAPPER  
LICENSED BUSINESS #8114

AIM ENGINEERING & SURVEYING, INC.  
5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
1-800-226-4569  
FX:941/392-8734

REVISED PER NEW		
OWNERSHIP INFO	DKT	9-12-01
SPLIT PARCEL 107	DKT	8-15-01
REVISION	BY	DATE



Florida Profit

ENGLE HOMES/SOUTHWEST FLORIDA, INC.

PRINCIPAL ADDRESS

123 N.W. 13TH ST.  
SUITE 300  
BOCA RATON FL 33432

MAILING ADDRESS

123 N.W. 13TH ST.  
SUITE 300  
BOCA RATON FL 33432

**Document Number**  
P95000014462

**FEI Number**  
650559002

**Date Filed**  
02/21/1995

**State**  
FL

**Status**  
ACTIVE

**Effective Date**  
NONE

**Last Event**  
NAME CHANGE AMENDMENT

**Event Date Filed**  
10/09/1996

**Event Effective Date**  
NONE

Registered Agent

Name & Address
KRAYNICK, JOHN A 123 N.W. 13TH STREET SUITE 300 BOCA RATON FL 33432
Name Changed: 02/12/2002
Address Changed: 03/06/1995

Officer/Director Detail

Name & Address	Title
MON, ANTONIO B 4000 HOLLYWOOD BLVD, STE 500-N HOLLYWOOD FL 33021	DV
SHAPIRO, DAVID 123 N.W. 13 ST., STE. 300 BOCA RATON FL 33432	VST
KRAYNICK, JOHN A 123 N.W. 13 ST., STE. 300 BOCA RATON FL 33432	VD
COBB, DAVID A 14009 CLEAR WATER LANE FT MYERS FL 33907	P
MCADEN, TOMMY L 123 N.W. 13TH ST. #300 BOCA RATON FL 33432	DV



DELIKANAKIS, YANNIS 123 N.W. 13TH ST. #300 BOCA RATON FL 33432	DV
--	----

Annual Reports

Report Year	Filed Date	Intangible Tax
2000	03/24/2000	
2001	03/21/2001	
2002	02/12/2002	Y

[Previous Filing](#)

[Return to List](#)

[Next Filing](#)

[View Events](#)  
[View Name History](#)

[View Document Image\(s\)](#)

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

[Corporations Inquiry](#)

[Corporations Help](#)

# Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA  
State Certified General Appraiser  
#0000667

J. Lee Norris, MAI, SRA  
State Certified General Appraiser  
#0000643

November 27, 2001

Mr. Michael J. O'Hare,  
Property Acquisition Agent  
Division of County Lands - Lee County  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Re: Strip Take  
Parcel 107, Cypress Lake Drive  
Widening Project Number 4064  
Lee County, Florida

Dear Mr. O'Hare:

In accordance with your request, we have inspected the above referenced property for the purpose of estimating its market value.

The values presented in this analysis are based on market conditions as of the effective date, November 21, 2001. This was the last date of physical inspection of the subject property.

Parcel 107, the subject of this analysis, includes a total of 19,597 square feet and is a portion of a "larger parcel" as defined within the analysis.

No severance damages or special benefits apply to the "larger parcel".

This analysis has utilized the most current market value definition which is contained within the attached appraisal report. This site is being valued under market conditions existing as of the last date of inspection. As per your request this is a **Complete-Summary Appraisal Report** which presents limited data and discussion for the data and analysis that were used in the appraisal process to develop the appraiser's opinion of value. As a complete appraisal process has been implemented the departure provision is not invoked as defined within the Uniform Standards of Professional Appraisal Practice.

Based on market conditions existing as of the effective date of appraisal, it is our opinion the subject parcel being acquired in fee simple ownership subject to all noted existing easements warranted a market value on November 21, 2001 of:

**TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS ..... (\$25,500.00).**

Pursuant to the client's request no value for a temporary construction easement has been considered. Minimal improvements that may be within the take area will be relocated by Lee County.

Mr. Michael J. O'Hare  
November 27, 2001  
Page 2

The attached appraisal report contains brief discussions of the data and analysis utilized in arriving at our opinion of value. This report is made subject to certain assumptions and limiting conditions as set forth.

If you should have any questions relating to this or any other matter, please do not hesitate to call upon us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



J. Lee Morris, MAI, SRA  
State Certified General Appraiser #0000643

JLN/lkm

# 5-Year Sales History

Parcel No. 107

## CYPRESS LAKE DRIVE WIDENING

Project No. 4064

Grantor	Grantee	Price	Date	Arms Length Y/N
Cypress Lake Corp.	Engle Homes/Southwest Florida, Inc.	14,438,900	2/19/98	Y
Hillsbrough Lee Corp.	Cypress Lake Corp.	0	10/31/97	N

**NOTE: Sale(s) relate to "parent tract" of the subject parcel.**

**RESOLUTION OF NECESSITY  
OF THE BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

**WHEREAS**, after consideration of the availability of alternative routes, the costs of the project, environmental factors, long range area planning, and safety concerns, The Board of County Commissioners of Lee County, Florida, desires to exercise its right to condemn property for public use or purpose and that the property to be condemned is necessary for that use.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY FLORIDA, that:**

The Capital Improvement Project provides for the construction of the Cypress Lake Drive Widening, Project No. 4064, by widening Cypress Lake Drive from near Summerlin Road to Cypress Trace near US 41.

**SECTION ONE: USE, NECESSITY AND DESCRIPTION OF PROPERTY**

The Board of County Commissioners finds that the fee simple rights to property described in the attached Exhibit A are necessary for the Cypress Lake Drive Widening, Project and is being acquired for the following specific public use or purpose:

To Improve traffic flow and transportation safety, increased traffic flow for public as well as private vehicles, improved evacuation routes, improve Cypress Lake Drive to an urban arterial road with six lanes, raised median, landscaping, sidewalks, storm water drainage and utilities. Exhibit A consists of Parcels 107, 108, and 109-A.

**SECTION TWO: AUTHORITY AND ESTATE**

By virtue of the authority granted to the Board of County Commissioners of Lee County by Chapters 73, 74, 125 and 127, Florida Statutes, and all other statutory or common law which grant to the Board of County Commissioners the power to institute and proceed with acquiring property under the exercise of the power of eminent domain, the Board of County Commissioners hereby authorizes and directs the County Attorney's Office to commence and prosecute any and all proceedings necessary to acquire the fee simple interest in the property described in Exhibit A, subject to utility and drainage easements of record, for the above described public use or purpose.

**Resolution of Necessity**

Page 2

The foregoing Resolution was offered by Commissioner Judah, who moved its adoption. The motion was seconded by Commissioner Albion, and upon being put to a vote was as follows:

Robert P. Janes	<u>AYE</u>
Douglas St. Cerny	<u>AYE</u>
Ray Judah	<u>AYE</u>
Andrew W. Coy	<u>AYE</u>
John E. Albion	<u>AYE</u>

DULY PASSED AND ADOPTED this 22nd day of January, 2002.

ATTEST:

CHARLIE GREEN, CLERK

By: Michèle B. Keisner  
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

[Signature]  
Chairman

APPROVED AS TO FORM:

[Signature] JR  
Office of County Attorney



COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

COUNTY PROJ. NO. CN-97-01 (S.T.A. NO. 18) CYPRESS LAKE DRIVE LEE COUNTY DESCRIPTION

PARCEL 107

RIGHT OF WAY

Page 1 of 8

That portion of Tract "G", Reflection Lakes, a subdivision in Section 23, Township 45 South, Range 24 East, as per plat thereof recorded in Plat Book 64, Page 53, Public Records of Lee County, Florida.

Being more particularly described as follows:

COMMENCE at the northwest corner of said Tract "D"; said point being S 00°51'22" E, a distance of 50.00 feet from survey base line station 136+69.93 of Cypress Lake Drive (per Lee County Project Number CN-97-01, Contract Number III, Supplemental Task Authorization Number 18); thence along the north line of said Tracts "D" and "G" and the southerly right of way line of Cypress Lake Drive, N 89°08'38" E, a distance of 150.00 feet to the northeast corner of said Tract "D"; said point being the POINT OF BEGINNING; thence continuing along said north line, N 89°08'38" E, a distance of 1281.98 feet to the northeast corner of said Tract "G"; thence departing said north line and said southerly right of way line and along the east line of said Tract "G", S 00°15'56" E, a distance of 15.00 feet to the southeast corner of said Tract "G"; thence departing said east line and along the south line of said Tract "G", S 89°08'38" W, a distance of 1317.54 feet to the east line of said Tract "D", said point being the beginning of a curve concave southeasterly and having a radius of 50.00 feet; thence along the east line of said Tract "D" and said curve to the right an arc distance of 39.77 feet through a central angle of 45°34'29" with a chord bearing N 66°21'24" E and chord distance of 38.73 feet to the end of said curve and the POINT OF BEGINNING.

Said lands containing 19,597 square feet, more or less.

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION  
LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM	DKT	4-17-01		
FINAL	DKT	4-19-01		
CHECKED	MJZ	4-19-01		

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

MICHAEL J. FURBER  
REGISTERED SURVEYOR AND MAPPER  
LICENSED BUSINESS #3114

9-14-01

AIM ENGINEERING & SURVEYING, INC.  
5300 LEE BLVD.  
P.O. BOX 1235  
LEWIS MOORE  
FLORIDA 33970  
1-800-226-4069  
FX:941/932-8734



REVISION	BY	DATE
REVISD PER NEW		
OWNERSHIP INFO	DKT	9-12-01
SPLIT PARCEL 107	DKT	8-15-01

MAPS PREPARED BY AIM ENG. & SURVEYING, INC.	FIELD BOOK NO.'S N/A
S.T.A. NO. 18	SCALE: N/A
CONTRACT No. 111	SHEET 1 OF 3

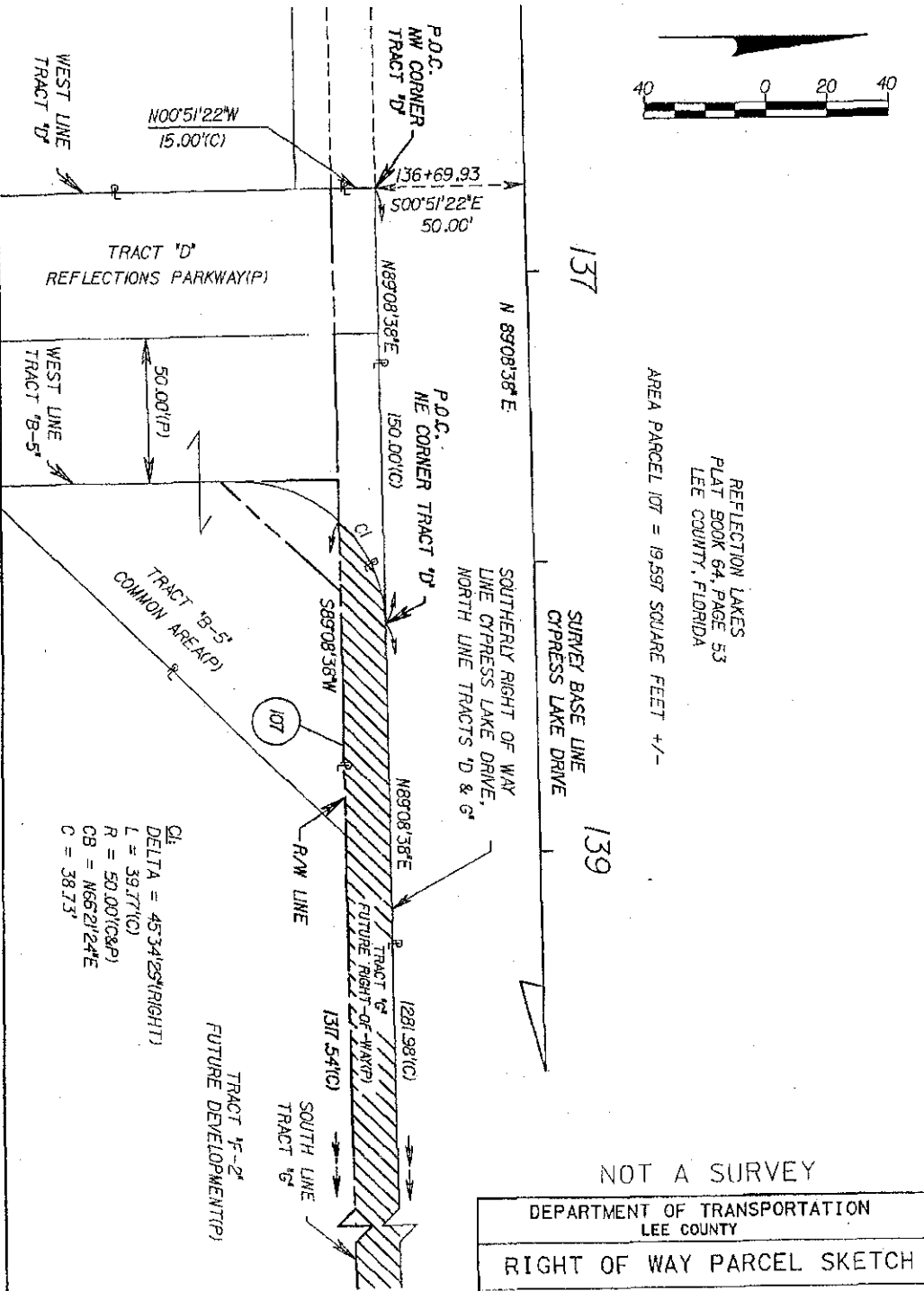
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 2 of 8



NOT A SURVEY

DEPARTMENT OF TRANSPORTATION LEE COUNTY			
RIGHT OF WAY PARCEL SKETCH			
CYPRESS LAKE DRIVE		LEE COUNTY	
BY	DATE	APPROVED BY	DATE
PRELIM DKT	4-17-01		
FINAL DKT	4-19-01		
CHECKED MJZ	4-19-01		
MAPS PREPARED BY ATM ENG. & SURVEYING, INC.		FIELD BOOK NO. 'S N/A	
S.T.A. NO. 18		SCALE: 1" = 40'	
CONTRACT No. 111		SHEET 2 OF 3	

SEE SHEET 3

ATM ENGINEERING & SURVEYING, INC.  
 5900 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 1-800-226-4559  
 FAX 813/332-8784

REVISION	BY	DATE
REVISED PER NEW OWNERSHIP INFO	DKT	9-12-01
SPLIT PARCEL 107	DKT	8-18-01



SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

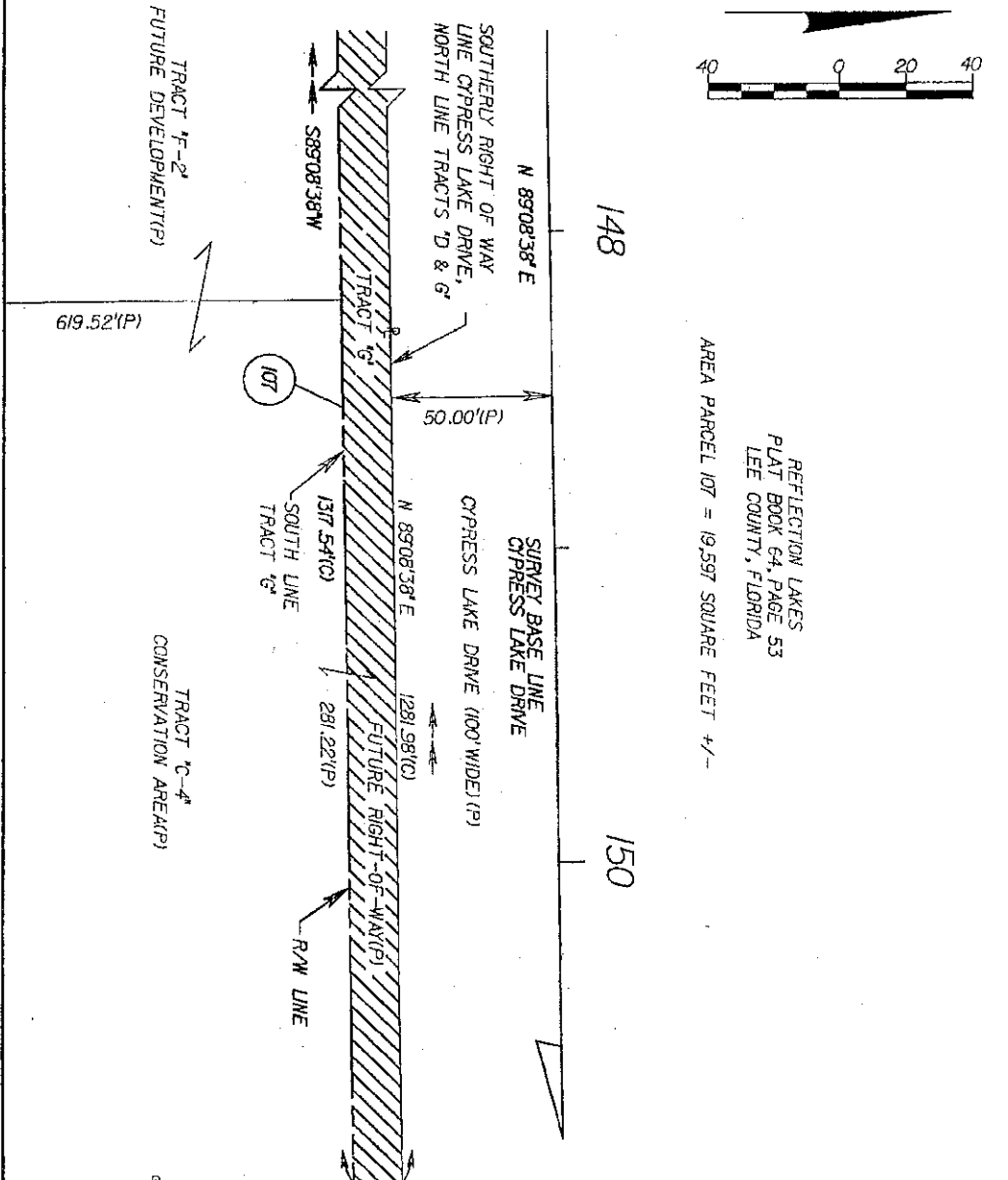
COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 3 of 8

SEE SHEET 2



REFLECTION LAKES  
PLAT BOOK 64, PAGE 53  
LEE COUNTY, FLORIDA  
AREA PARCEL 107 = 19,597 SQUARE FEET +/-

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION LEE COUNTY			
RIGHT OF WAY PARCEL SKETCH			
CYPRESS LAKE DRIVE		LEE COUNTY	
BY	DATE	APPROVED BY	DATE
PRELIM DKT	4-17-01		
FINAL DKT	4-19-01		
CHECKED MJZ	4-19-01		
MAPS PREPARED BY AIM ENG. & SURVEYING, INC.		FIELD BOOK NO.'S N/A	
S.T.A. NO. 18		SCALE: 1" = 40'	
CONTRACT NO. 111		SHEET 3 OF 3	

**ADA ENGINEERING & SURVEYING, INC.**  
3500 LEE BLVD.  
P.O. BOX 1295  
LEHI OH AGR 68  
FLORIDA 33470  
1-800-226-4589  
FX1941/332-8734

REVISED PER NEW			
OWNERSHIP INFO	DKT	9-12-01	
SPLIT PARCEL 107	DKT	8-15-01	
REVISION	BY	DATE	

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

COUNTY PROJ. NO. CN-97-01 (S.T.A. NO. 18) CYPRESS LAKE DRIVE LEE COUNTY DESCRIPTION

Page 4 of 8

PARCEL 108

RIGHT OF WAY

That portion of Lake Breeze Drive, being a 50 foot Platted Roadway Easement running through, Seven Lakes Condominium Building Number 22, a condominium in Section 23, Township 45 South, Range 24 East, as per plat thereof recorded in Condominium Plat Book 6, Page 63, and revised in Condominium Plat Book 7, Page 94, and also that portion of Lake Breeze Drive, being a 50 foot Platted Roadway Easement running through a portion of Seven Lakes Condominium Building Number 23, a condominium in Section 23, Township 45 South, Range 24 East, as per plat thereof recorded in Condominium Plat Book 7, Page 232 Public Records of Lee County, Florida.

Being more particularly described as follows:

COMMENCE at the southwest corner of said 50 foot Roadway Easement as shown on the plat of Seven Lakes Condominium Building Number 22; said point lying on the northerly existing right of way line of Cypress Lake Drive (per Hole, Montes & Associates, Inc. Right of Way Map, Project Number 85.83); thence along said northerly existing right of way line and the south line of said 50 foot Roadway Easement, N 89°08'38" E, a distance of 116.75 feet to the POINT OF BEGINNING; said point lying N 00°51'22" W, a distance of 50.00 feet from survey base line station 147+46.17 of Cypress Lake Drive (per Lee County Project Number CN-97-01, Contract Number III, Supplemental Task Authorization Number 18); thence N 88°29'46" E, a distance of 353.78 feet; thence N 89°08'38" E, a distance of 266.87 feet; thence N 87°52'11" E, a distance of 71.66 feet to the south line of said 50 foot Roadway Easement and said northerly existing right of way line; said point also being the beginning of a curve concave southeasterly and having a radius of 1860.00 feet; thence along the south line of said 50 foot Roadway Easement, said northerly existing right of way line and said curve to the left an arc distance of 26.41 feet through a central angle of 00°48'49" with a chord bearing S 76°55'12" W and chord distance of 26.41 feet to the end of said curve; thence continuing along said south line and northerly existing right of way line, S 89°08'38" W, a distance of 666.45 feet to the POINT OF BEGINNING.

Said lands containing 2,045 square feet, more or less.

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION  
LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM	DKT	4-17-01		
FINAL	DKT	4-19-01		
CHECKED	MJZ	4-19-01		

MAPS PREPARED BY	FIELD BOOK NO.'S
ATM ENC. & SURVEYING, INC.	N/A
S.T.A. NO. 18	SCALE: N/A
CONTRACT No. III	SHEET 1 OF 3

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:  
ATM ENC. & SURVEYING, INC.

*[Signature]* 10-22-01

MICHAEL J. ZOLTEK  
REGISTERED SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5781  
LICENSED BUSINESS #9114

ATM ENC. & SURVEYING, INC.

8300 LEE BLVD.  
P. O. BOX 1235  
LEHIGH ACRESS  
FLORIDA 33970  
1-800-824-8569  
TEL: (813) 999-8751

ADDED BY	DATE	REVISION
SKETCH	DKT	10-22-01

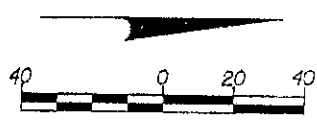
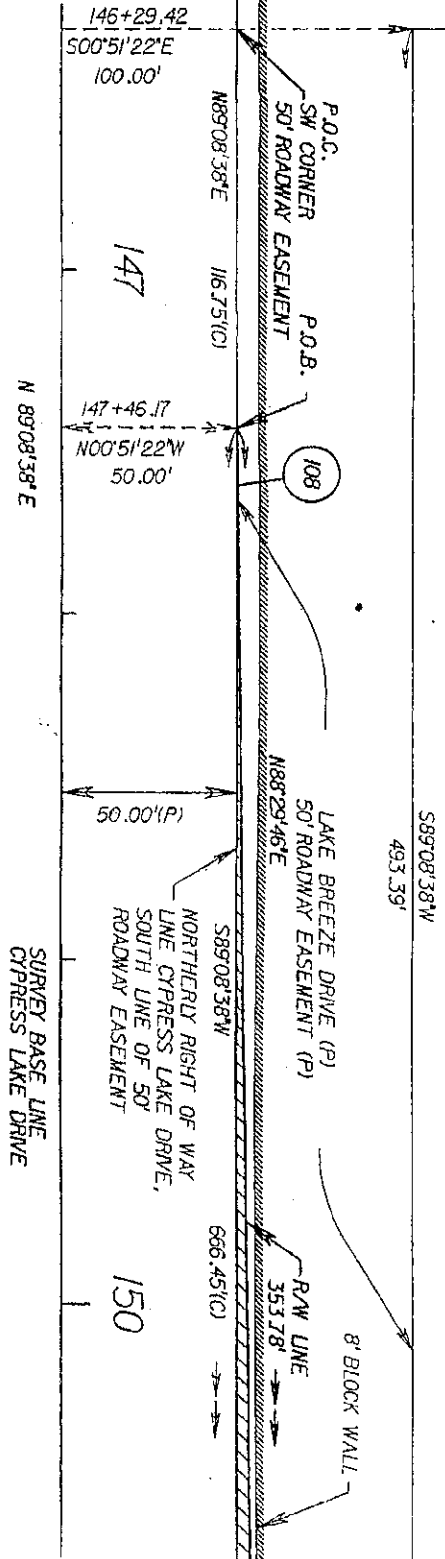
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 5 of 8



SEVEN LAKES CONDOMINIUM BUILDING NUMBER 22  
 CONDOMINIUM PLAT BOOK 6, PAGE 63 AND  
 REVISED IN CONDOMINIUM PLAT BOOK 7, PAGE 94  
 LEE COUNTY, FLORIDA  
 AREA PARCEL 108 = 2,045 SQUARE FEET +/-

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION LEE COUNTY			
RIGHT OF WAY PARCEL SKETCH			
CYPRESS LAKE DRIVE		LEE	COUNTY
BY	DATE	APPROVED BY	DATE
PRELIM			
FINAL			
CHECKED			
MAPS PREPARED BY AIM ENG. & SURVEYING, INC.		FIELD BOOK NO.'S N/A	
S.T.A. NO. 18		SCALE: 1" = 40'	
ADDED 8' WALL TO SKETCH		DWT	10-22-01
CONTRACT No. 111		SHEET 2 OF 3	

SEE SHEET 3

**ADK ENGINEERING & SURVEYING, INC.**  
 5300 LEE BLVD.  
 P.O. BOX 1295  
 LEHIGH ACRES  
 FLORIDA 33970  
 1-800-226-4569

SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 6 of 8

SEE SHEET 2

SURVEY BASE LINE  
CYPRESS LAKE DRIVE

151

SEVEN LAKES CONDOMINIUM  
BUILDING NUMBER 23

NOT INCLUDED IN PLATS

SEVEN LAKES CONDOMINIUM BUILDING NUMBER 23  
CONDOMINIUM PLAT BOOK 7, PAGE 232  
LEE COUNTY, FLORIDA

AREA PARCEL 108 = 2,045 SQUARE FEET +/-

N 89°08'38" E

NORTHERLY RIGHT OF WAY  
LINE CYPRESS LAKE DRIVE,  
SOUTH LINE OF 50'  
ROADWAY EASEMENT

S89°08'38"W

N89°08'38"E

666.45(C)

N87°52'17"E

71.56(C)

8' BLOCK WALL

286.87(C)

R/W LINE

50' ROADWAY EASEMENT (P)

LAKE BREEZE DRIVE (P)

50' ROADWAY EASEMENT (P)

N89°08'38"E

DELTA = 00°48'49"  
L = 26.41(C)  
R = 1860.00(C)  
CB = 576.55'1/2"W  
CD = 26.41'

254.38'

35.43'

50'(P)

353.76'

N88°29'46"E

108



NOT A SURVEY

DEPARTMENT OF TRANSPORTATION  
LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM	DKT	4-17-01		
FINAL	DKT	4-19-01		
CHECKED	MJZ	4-19-01		

MAPS PREPARED BY AIM ENG. & SURVEYING, INC.	FIELD BOOK NO. 'S N/A
S.T.A. NO. 18	SCALE: 1" = 40'

REVISION	BY	DATE
ADD 8' WALL TO SKETCH	DKT	10-22-01

CONTRACT No. 111 SHEET 3 OF 3

AIM ENGINEERING & SURVEYING, INC.  
8300 LEE BLVD.  
P.O. BOX 1235  
LEHI, FL 32056  
FLORIDA 33076  
1-800-826-4669  
FX 941/332-8734

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 7 of 8

COUNTY PROJ. NO. CN-97-01 (S.T.A. NO. 18) CYPRESS LAKE DRIVE LEE COUNTY DESCRIPTION

PARCEL 109A

RIGHT OF WAY

That portion of Tract "D", Reflection Lakes, a subdivision in Section 23, Township 45 South, Range 24 East, as per plat thereof recorded in Plat Book 64, Page 53, Public Records of Lee County, Florida.

Being more particularly described as follows:

BEGIN at the northwest corner of said Tract "D"; said point lying S 00°51'22" E, a distance of 50.00 feet from survey base line station 136+69.93 of Cypress Lake Drive (per Lee County Project Number CN-97-01, Contract Number III, Supplemental Task Authorization Number 18); thence along the north line of said Tract "D" and the southerly right of way line of Cypress Lake Drive, N 89°08'38" E, a distance of 150.00 feet to the northeast corner of said Tract "D"; said point being the beginning of a curve concave southeasterly and having a radius of 50.00 feet; thence along the east line of said Tract "D" and said curve to the left an arc distance of 39.77 feet through a central angle of 45°34'29" with a chord bearing S 66°21'24" W and chord distance of 38.73 feet to the end of said curve; thence departing said east line, S 89°08'38" W, a distance of 114.29 feet to the west line of said Tract "D", thence along said west line, N 00°51'22" W, a distance of 15.00 feet to the POINT OF BEGINNING.

Said lands containing 1,881 square feet, more or less.

NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY: ATM ENGINEERING & SURVEYING, INC.

MICHAEL J. ZOLTERO REGISTERED SURVEYOR AND MAPPER

LICENSED BUSINESS #2114

ATM ENGINEERING & SURVEYING, INC. 5200 LEE BLVD. P.O. BOX 1235 LEHIGH ACRES FLORIDA 33970 1-800-226-4569 FX 941/232-8734

DEPARTMENT OF TRANSPORTATION LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM	DKT	9-12-01		
FINAL	DKT	9-12-01		
CHECKED	MJZ	9-12-01		

MAPS PREPARED BY ATM ENG. & SURVEYING, INC. FIELD BOOK NO. 'S N/A

S.T.A. NO. 18 SCALE: N/A

CONTRACT No. III SHEET 1 OF 2

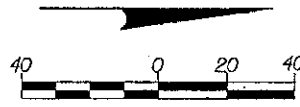
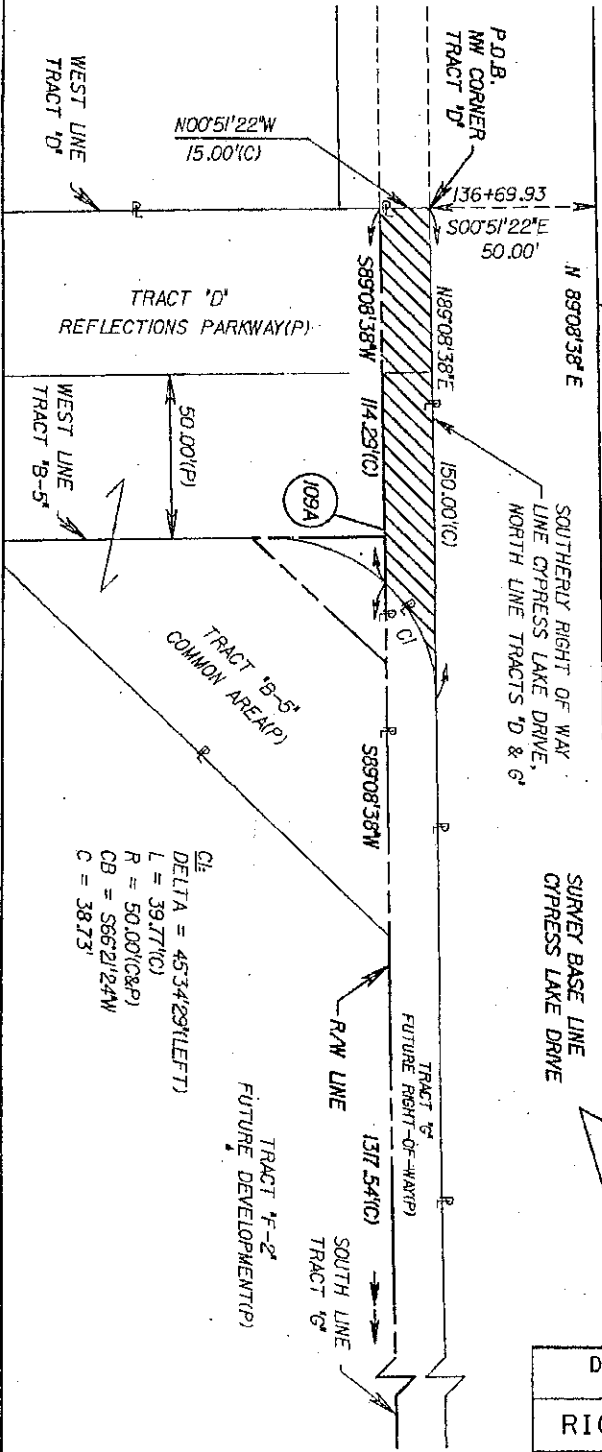
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 8 of 8



137

139

AREA PARCEL 109A = 1,881 SQUARE FEET +/-  
 REFLECTION LAKES  
 PLAT BOOK 64, PAGE 53  
 LEE COUNTY, FLORIDA

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION LEE COUNTY			
RIGHT OF WAY PARCEL SKETCH			
CYPRESS LAKE DRIVE		LEE	COUNTY
BY	DATE	APPROVED BY	DATE
PRELIM DKT	9-12-01		
FINAL DKT	9-12-01		
CHECKED MAJZ	9-12-01		
MAPS PREPARED BY ATM ENG. & SURVEYING, INC.		FIELD BOOK NO.'S N/A	
S.T.A. NO. 18		SCALE: 1" = 40'	
CONTRACT NO. 111		SHEET 2 OF 2	

ATM ENGINEERING & SURVEYING, INC.  
 5900 LEE BLVD.  
 P.O. BOX 1439  
 LEHI, OH 43065  
 FLORIDA 33970  
 1-800-226-4868  
 FX1041732-9734

REVISION	BY	DATE