

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

Blue Sheet No. 20021295

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve and execute the Golf Cart Overpass License Construction Maintenance and Hold Harmless Agreement between Lee County and Miromar Lakes, LLC.

**WHY ACTION IS NECESSARY:** County regulations require Board adoption of the agreement.

**WHAT ACTION ACCOMPLISHES:** Sets forth the rights and obligations of the parties with respect to the Golf Cart Overpass within the Miromar Lakes Beach and Golf Club crossing over Ben Hill Griffin Parkway.

**2. DEPARTMENTAL CATEGORY:** 09  
**COMMISSION DISTRICT #** C9A

**3. MEETING DATE:**  
12-10-2002

**4. AGENDA:**

CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
(Specify)

STATUTE  
 ORDINANCE  
 ADMIN. CODE  
 OTHER

**6. REQUESTOR OF INFORMATION:**

**A. COMMISSIONER**  
**B. DEPARTMENT** Transportation  
**C. DIVISION**  
**BY:** Scott M. Gilbertson, Director

**7. BACKGROUND:**

Miromar Lakes LLC sought county approval to construct a golf cart overpass crossing Ben Hill Griffin Parkway in order to connect portions of the Miromar Lakes Beach and Golf Club project. To this end, the county issued a development order (LDO 2000-00257) allowing construction of the overpass. At this time the overpass is in place and the only remaining permit requirement is execution of the attached agreement.

The agreement grants Miromar Lakes an irrevocable license and requires Miromar Lakes to maintain the overpass as long as it is in existence and use. The overpass may be removed without cost to the county, if it is not properly maintained, the road requires widening or for some other reason as determined by DOT such as protection of the health, safety and welfare.

County staff has reviewed the agreement and recommends execution.  
 Attachments: Agreement

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<u>11/19/02</u> <i>[Signature]</i>	N/A	N/A	N/A	<u>11-23-02</u> <i>[Signature]</i>	OA <u>11/22</u> <i>[Signature]</i>	OM <u>11/23/02</u> <i>[Signature]</i>	RISK <u>11/25/02</u> <i>[Signature]</i>	GC <u>11/20/02</u> <i>[Signature]</i>	<u>11-20-02</u> <i>[Signature]</i>

**10. COMMISSION ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

**Rec. by CoAtty**  
 Date: 11/21/02  
 Time: 11:45 am  
 Forwarded To: 11-22-029.2

**RECEIVED BY  
COUNTY ADMIN. RK**  
11-22 11:10  
**COUNTY ADMIN.  
FORWARDED TO:**  
W25 G10

THIS INSTRUMENT PREPARED BY:

Dawn E. Perry-Lehnert, Esq.  
Lee County Attorney's Office  
Post Office Box 398  
Fort Myers, Florida 33902

Strap No.:

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**GOLF CART OVERPASS LICENSE CONSTRUCTION,  
MAINTENANCE AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT, dated \_\_\_\_\_, 2002 is between Lee County, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902 ("County") and Miromar Lakes, LLC, whose address is 24870 Burnt Pine Drive, Suite 4, Bonita Springs, Florida 34134 ("Licensee").

WHEREAS, Licensee is the owner of certain property located in Sections 10, 11, 12, 13, 14, 15 and 23, Township 46 South, Range 25 East, commonly known as Miromar Lakes and legally described in attached Exhibit A; and

WHEREAS, the County owns the fee title to the 150' wide right-of-way known as Ben Hill Griffin Parkway; and

WHEREAS, a portion of Ben Hill Griffin Parkway bisects the Licensee property and;

WHEREAS, Licensee seeks to construct a golf cart overpass crossing Ben Hill Griffin Parkway in accordance with the plans attached as Exhibit B; and

WHEREAS, the County agreed to issue LDO2000-00257 with the condition that Licensee provide the County with assurance as to perpetual maintenance and protection from liability related to the overpass constructed on property legally described in attached Exhibit C (License Parcel); and

WHEREAS, Licensee desires to perpetually use and maintain the golf cart overpass for the benefit of Miromar Lakes Beach and Golf Club (Golf Course Property); and

WHEREAS, the County requires that Licensee, as owner of the Golf Course Property, accept full liability for the construction, repair, maintenance, or use associated with the existence of the golf cart overpass at the subject location; and

WHEREAS, in order to facilitate the golf course's construction and operation, the County has agreed to grant this revocable license for the golf cart overpass with the understanding that Licensee would accept liability for all activity associated with the overpass in accordance with this Agreement; and

WHEREAS, the County believes this Agreement will achieve the goals of both parties.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated as part of this Agreement.
2. The County has granted approval and Licensee has constructed a golf cart overpass, over and across Ben Hill Griffin Parkway, in accordance with LDO2000-00257.

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3. Licensee agrees to maintain the golf cart overpass in a manner that will not interfere with the proper functioning of the county road right-of-way.
4. Licensee agrees to construct, repair and maintain the golf cart overpass in accordance with LDO2000-00257. If a county inspection indicates the golf cart overpass has not been properly maintained in accordance with this agreement, the County will provide Licensee with written notice as to the need for inspection and repair or maintenance of the overpass. Licensee will have sixty (60) days from the date of the notice to take appropriate action to inspect and repair the golf cart overpass. This notice will include a copy of the written inspection report produced or obtained, if any, by the County. Additional time to adequately repair the golf cart overpass may be granted by the Director of DOT in response to a written request detailing the reasons for the delay and identifying a reasonable estimated completion date. If Licensee fails to properly maintain the golf cart overpass after receiving notice and a reasonable time to comply, the County, at its option, may:
  - a) perform the necessary maintenance and charge the cost to Licensee; or
  - b) revoke the license and remove the golf cart overpass without compensation or replacement to Licensee and charge the cost of removal to Licensee. Under no circumstances will the County be liable to Licensee for either cost of the maintenance or removal of the golf cart overpass. In the event the golf cart overpass is removed, the County is not liable or responsible to provide a replacement for the overpass.
5. Licensee is solely responsible for all costs associated with permitting construction, repair, maintenance, use or misuse of the golf cart overpass within the County right-of-way, including, but not limited to, all shoulders, supports, embankments, drainage facilities, utility crossing conflicts created by the footer placement and any damage to the golf cart overpass due to failure or breakage of any drainage or utility lines located within the right-of-way of Ben Hill Griffin Parkway. The County is solely responsible for the maintenance of Ben Hill Griffin Parkway outside the License Parcel.
6. Licensee is solely responsible for all appropriate federal, state and local permits necessary to construct the overpass.

7. The parties agree that the County has the unilateral right to revoke the license and remove the golf cart overpass in the event Lee County Department of Transportation determines that the golf cart overpass has become a safety hazard. The parties understand and agree that the County will not be responsible for the cost of replacing the overpass or any costs associated or damages occasioned by removal of the golf cart overpass to remedy the safety hazard.

However, the County agrees to provide Licensee with written notice at least two weeks prior to the date the County intends to remove the golf cart overpass for safety purposes. During the two week notice period, the County may, at its sole option, suspend use of the golf cart overpass pending its removal.

Licensee will be provided a reasonable opportunity to explore, with the County, the possibility of modifying the golf cart overpass in order to cure the County's safety concerns. This opportunity will be provided, at the County's discretion, either before or after the County sends written notice as to its intent to remove the overpass. The County may suspend or prohibit use of the golf cart overpass while Licensee exercises its opportunity to cure the safety hazard. Acceptance of a proposed alternative to cure the safety hazard is at the sole discretion of the Director of the Department of Transportation

Any costs precipitated by this golf cart overpass accommodation, including, but not limited to, modification, replacement, rebuilding or reconfiguration will be borne solely by Licensee. Notwithstanding the above, the parties understand and agree the opportunity to resolve the safety hazard does not provide Licensee with a "vested" right or obligate the County to accommodate the continued existence of the overpass.

8. The golf cart overpass has been designed and constructed to accommodate a six-lane roadway cross-section.

If the Department of Transportation determines, in its sole discretion, that a road expansion project beyond the 6 lane cross section design is necessary, then the parties agree the County has the unilateral right to revoke the license and remove the golf cart overpass. The County agrees to delay removal of the overpass until such time that the right-of-way expansion is approved and physical construction has commenced. The parties understand and agree that the County will not be responsible for the cost of replacing the overpass or any costs associated or damages occasioned by revocation of the license and removal of the golf cart overpass to accommodate the roadway expansion project.

However, the County agrees to provide Licensee with ninety (90) days written notice of its intention to remove the golf cart overpass. The sole purpose of this notice is to provide Licensee with an opportunity to offer specific design/engineering plans that will accommodate the roadway expansion while retaining the golf cart overpass. If an alternative is found acceptable to DOT, any additional costs attributable to the design and construction proposed by Licensee, over and above the County estimate for the expansion project in this area, will be the sole responsibility of Licensee.

Acceptance of the alternative design/engineering plans is at the sole discretion of the Director of the Department of Transportation.

This provision does not obligate the County to delay commencement of the contemplated road expansion project or removal of the golf cart overpass beyond the 90 day notice period. Nor does this provision guarantee Licensee a "vested" right to the continued accommodation of the golf cart overpass.


9. Licensee agrees to monitor use of the golf cart overpass in order to ensure the use is proper and appropriate and related specifically to the Golf Course Property operation. Licensee agrees to accept liability for any damage to personal property occasioned by the use or misuse of the golf cart overpass, whether by invited or uninvited guests to the same extent the County would be liable, if the overpass was constructed and controlled by the County.
10. Licensee agrees to maintain the structural integrity of the golf cart overpass and obtain bridge inspections by a registered Florida professional engineer prequalified by Florida Department of Transportation in bridge inspection at least every two years for as long as the golf cart overpass exists at this location. A copy of the written report must be provided to the County within thirty (30) days.
11. Licensee agrees to maintain liability insurance covering the golf cart overpass, in an amount not less than \$100,000 - \$300,000 naming the County as an "also-insured," as long as the golf cart overpass remains in existence. A copy of the current certificate of insurance is attached as Exhibit D.

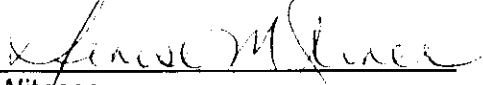
In the event Licensee allows the insurance to lapse, the parties understand and agree use of the golf cart overpass must cease until the required insurance is reinstated.

12. In accordance with the provisions of this Agreement, Licensee agrees to indemnify, hold harmless and defend the County, its employees and agents from and against all claims, losses, demands, payments, actions, judgments and liability, including litigation costs and attorneys' fees, due to any act or omission by Licensee, its employees, agents or subcontractors, arising from the construction, maintenance, repair, use or misuse of the golf cart overpass permitted under LDO2000-00257.
13. Licensee assumes the risk and responsibility from any loss or injury to property or persons occasioned by the failure to properly construct, use or maintain the golf cart overpass or due to negligence, neglect or accident occurring during the construction, repair, maintenance or use process. Licensee also agrees to repair all damage that may occur to any adjoining or surrounding buildings, structures, utility facilities, roadway or private property precipitated by the construction, maintenance or use of the overpass.
14. All notices required by this Agreement will be sent to the address for the parties as indicated above. If a change of address occurs, then the affected party will provide notice to the other party within 30 days of the change.

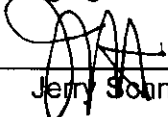
15. This Agreement will continue in full force and effect until the golf cart overpass is removed by Licensee or the County. If the golf cart overpass is no longer used by Licensee, Licensee will remove the golf cart overpass and restore the property to original grade within six (6) months of use cessation, at its sole cost and expense.
16. The provisions of this Agreement are intended to bind and inure to the benefit of the parties, their successors and assigns. However, any successor in interest to Licensee must execute a separate agreement with the County within sixty (60) days of the transfer of interest unless the County agrees, in writing, to a longer time period. The separate agreement must be in a form substantially similar to this Agreement. Failure to enter into a separate golf cart overpass agreement entitles the County to revoke this license and require immediate discontinuance of the golf cart overpass use until an appropriate agreement is executed. If this occurs, the County is not liable for any replacement overpass or any costs related to the discontinuance of use.
17. This Agreement will be construed in accordance with the laws of Florida. Venue for any action under this Agreement is in Lee County.
18. This Agreement is the entire Agreement between the parties and may not be modified except by written instrument executed with the same formality.
19. This Agreement will be recorded in the public records at Miromar's expense.

IN WITNESS of the above, this Golf Cart Overpass, Construction, Maintenance and Hold Harmless Agreement is executed by the parties.

  
 Witness  
Mark Geschwindt  
 Printed Name

  
 Witness  
Denise M. Jones  
 Printed Name

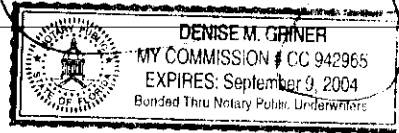
Miromar Lakes, LLC  
 by Miromar Development Corporation,  
 its Managing Member

By:   
 Jerry Soumoyer, Vice-President

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing Agreement was acknowledged before me this 27<sup>th</sup> day of Sept., 2002, by JERRY SCHMOYER, as vice-president of Miromar Development Corporation, Managing Member of Miromar Lakes, LLC. He is personally known to me.

*Denise M. Griner*  
\_\_\_\_\_  
Notary Public



ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of County Attorney

- Exhibit A - Legal Description of Miromar Property
- Exhibit B - Golf Cart overpass plan (LDO2000-00257)
- Exhibit C - License Parcel
- Exhibit D - Certificate of Insurance

# Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors  
FORT MYERS ♦ NAPLES ♦ SARASOTA

**DESCRIPTION OF A PARCEL OF LAND  
LYING IN SECTIONS 10, 11, 12, 13, 14, 15 AND 23  
TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA  
(MIROMAR LAKES – DRI PARCEL)**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 10, 11, 12, 13, 14, 15 AND 23 TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PARCEL #1

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE S.89°42'24"E. ALONG THE NORTH LINE OF SAID SECTION FOR 1994.63 FEET; THENCE S.01°01'21"W. FOR 110.01 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF BEN HILL GRIFFIN PARKWAY (150' WIDE) AND THE SOUTH RIGHT-OF-WAY OF ALICO ROAD AND THE POINT OF BEGINNING; THENCE S.89°42'24"E. ALONG SAID SOUTH RIGHT-OF-WAY OF ALICO ROAD FOR 1049.81 FEET; THENCE S.01°00'21"E. FOR 847.76 FEET; THENCE S.04°19'45"W. FOR 1091.78 FEET; THENCE S.00°39'26"E FOR 1432.24 FEET; THENCE S.00°16'17"E. FOR 606.52 FEET; THENCE N.88°47'46"E FOR 376.79 FEET; THENCE S.40°48'12"E. FOR 322.81 FEET; THENCE S.19°01'17"E. FOR 249.77 FEET; THENCE S.88°53'28"E FOR 216.94 FEET; THENCE S.24°26'51"E. FOR 150.17 FEET; THENCE S.77°09'26"E. 573.01 FEET; THENCE S.88°10'13"E. FOR 1363.08 FEET; THENCE S.19°42'28"E. FOR 157.73 FEET; THENCE S.87°09'14"E. FOR 469.81 FEET; THENCE N.88°02'24"E. FOR 612.22 FEET; THENCE S.21°30'12"E. FOR 81.17 FEET; THENCE N.88°10'32"E. FOR 846.89 FEET; THENCE S.01°46'59"W. FOR 282.53 FEET; THENCE S.89°48'06"E. FOR 1264.46 FEET; THENCE S.20°09'57"E. FOR 832.50 FEET; THENCE S.15°43'44"E. FOR 1222.03 FEET; THENCE S.25°52'55"E. FOR 362.91 FEET; THENCE S.00°07'13"E. FOR 16.50 FEET; THENCE N.89°46'48"W. FOR 582.87 FEET; THENCE S.19°49'36"W. FOR 438.39 FEET; THENCE S.06°54'40"E. FOR 1.91 FEET; THENCE S.11°39' 28"E. FOR 34.33 FEET; THENCE S.04°51'39"E. FOR 21.39 FEET; THENCE S.18°18'13"W. FOR 25.87 FEET; THENCE N.82°50'47"W. FOR 15.56 FEET; THENCE N.76°56'48"W. FOR 27.40 FEET; THENCE S.02 11'29"W. FOR 62.11 FEET; THENCE S.14°31'45"E. FOR 24.66 FEET; THENCE S.14°49'53"E. FOR 6.59 FEET; THENCE S.24°14'57"W. FOR 30.44 FEET; THENCE S.87°22'03"E. FOR 5.44 FEET; THENCE S.87°24'51"E. FOR 19.39 FEET; THENCE S.87°20'13"E. FOR 13.45 FEET; THENCE N.85°27'36"E. FOR 25.27 FEET; THENCE N.85°27'17"E. FOR 29.97 FEET; THENCE N.85°52'53"E. FOR 61.78 FEET; THENCE N.90°00'00"E. FOR 52.88 FEET; THENCE N.85°58'36"E. FOR 250.30 FEET; THENCE N.85°35'19"E. FOR 86.13 FEET; THENCE N.81°26'58"E. FOR 44.56 FEET; THENCE N.80°50'39"E. FOR 69.13 FEET; THENCE N.47°59'41"E. FOR 29.61 FEET; THENCE N.24°14'29"E. FOR 48.25 FEET; THENCE N.30°57'50"E. FOR 12.03 FEET; THENCE N.30°59'13"E. FOR 26.46 FEET; THENCE N.35°34'54"E. FOR 18.90 FEET; THENCE N.47°16'30"E. FOR 38.97 FEET; THENCE N.49°29'40"E. FOR 20.30 FEET; THENCE N.46°03'51"E. FOR 57.11 FEET; THENCE N.71°30'39"E. FOR 20.89 FEET; THENCE N.56°14'53"E. FOR 16.09 FEET; THENCE N.56°15'20"E. FOR 201.37 FEET; THENCE N.89°36'23"E. FOR 304.60 FEET; THENCE S.02°10'07"E. FOR 1285.56 FEET; THENCE N.79°13'23"W. FOR 80.22 FEET; THENCE S.56°32'16"W. FOR 65.40 FEET; THENCE S.11°37'49"W. FOR 61.39 FEET; THENCE S.43°47'29"E. FOR 31.43 FEET; THENCE S.65°22'51"W. FOR 932.56 FEET; THENCE S.62°02'33"W. FOR 548.61 FEET; THENCE N.84°00'27"W. FOR 113.75 FEET; THENCE S.73°01'40"W. FOR 332.94 FEET; THENCE S.88°47'09"W. FOR 386.35 FEET; THENCE N.01°12'51"W. FOR 733.65 FEET; THENCE N.75°24'23"E. FOR 644.66 FEET; THENCE N.02°55'16"W. FOR 211.27 FEET; THENCE N.19°49'36"E. FOR 1336.11 FEET TO THE NORTH LINE OF FLORIDA GULF COAST UNIVERSITY; THENCE S.88°44'00"W. ALONG SAID NORTH LINE FOR 3706.01 FEET; THENCE N.00°58'18"W. ALONG SAID NORTH LINE FOR 320.16 FEET; THENCE

SHEET 1 OF 5

EXHIBIT A  
Page 1 of 5



S.89°01'42"W. ALONG SAID NORTH LINE FOR 450.42 FEET; THENCE ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES:

- 1) S.03°10'23"E. 430.66'
- 2) S.88°17'12"W. 1027.72'
- 3) S.01°42'48"E. 306.15'
- 4) S.47°45'12"W. 1504.06'

THENCE S.88°27'56"W. FOR 1780.04 FEET TO THE SAID EAST RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY (150' WIDE); THENCE N.03°31'24"W. ALONG SAID EAST RIGHT-OF-WAY FOR 3304.77 FEET TO THE BEGINNING OF A CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 2925.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 23°44'13" FOR 1211.80 FEET; THENCE N.20°12'49"E. ALONG SAID RIGHT-OF-WAY FOR 473.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 10075.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 19°11'28" FOR 3374.60 FEET; THENCE N.01°01'21"E. FOR 909.75 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTIONS 10, 11, 14, 15, AND 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL #2

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SECTION AND THE CENTERLINE OF ALICO ROAD, S.89°42'24"E., 1919.62 FEET; THENCE ALONG THE CENTERLINE OF BEN HILL GRIFFIN PARKWAY (150' WIDE) S.01°01'21"W., 1018.81 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG CENTERLINE OF BEN HILL GRIFFIN PARKWAY SOUTHWESTERLY 3349.48 FEET ALONG SAID CENTERLINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 10000.00 FEET THROUGH A CENTRAL ANGLE OF 19°11'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.10°37'05"W., 3333.84 FEET TO THE POINT OF TANGENCY; THENCE S.20°12'49"W., 473.55 FEET; THENCE LEAVING SAID CENTERLINE N.69°47'11"W., 75.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BEN HILL GRIFFIN PARKWAY AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTHWESTERLY 1273.94 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3075.00 FEET, THROUGH A CENTRAL ANGLE OF 23°44'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.08°20'42"W., 1264.85 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S.03°31'24"E., 3887.79 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 717.36 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2000.00 FEET, THROUGH A CENTRAL ANGLE OF 20°33'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.13°47'56"E., 713.52 FEET TO A POINT OF TANGENCY; THENCE S.24°04'27"E., 1593.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHEASTERLY, 1569.58 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2875.00 FEET, THROUGH A CENTRAL ANGLE OF 31°16'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.39°42'52"E., 1550.16 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S.55°21'16"E., 1684.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHERLY, 1260.94 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1325.00 FEET, THROUGH A CENTRAL ANGLE OF 54°31'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.28°05'29"E., 1213.90 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S.00°49'43"E., 600.19 FEET TO THE SOUTH LINE OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA;

THENCE ALONG SAID SOUTH LINE, N.89°44'39"W., 2921.79 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N.18 17'51"W., 955.62 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 1211.97 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17026.80 FEET, THROUGH A CENTRAL ANGLE OF 04°04'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.16°15'30"W., 1211.72 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N.14°13'09"W., 9126.68 THENCE LEAVING SAID LINE, N.76°08'54"E., 527.61 FEET; THENCE N.79°14'37"E., 501.77 FEET; THENCE N.84°36'26"E., 384.54 FEET; THENCE S.85°27'53"E., 381.51 FEET; THENCE S.74°31'06"E., 209.92 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

TOGETHER WITH:

A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL #3

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SECTION AND THE CENTERLINE OF ALICO ROAD, S.89°42'24"E. FOR 1919.62 FEET; THENCE ALONG THE CENTERLINE OF BEN HILL GRIFFIN PARKWAY (150' WIDE) S.01°01'21"W. FOR 1018.81 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE OF BEN HILL GRIFFIN PARKWAY, SOUTHWESTERLY 3349.48 FEET ALONG SAID CENTERLINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 10000.00 FEET, THROUGH A CENTRAL ANGLE OF 19°11'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.10°37'05"W. FOR 3333.84 FEET TO THE POINT OF TANGENCY; THENCE S.20°12'49"W. FOR 473.55 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 1242.87 FEET ALONG SAID CENTERLINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3000.00 FEET THROUGH A CENTRAL ANGLE OF 23°44'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.08°20'42"W. FOR 1234.00 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID CENTERLINE, S.03°31'24"E. FOR 3887.79 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 690.46 FEET ALONG SAID CENTERLINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1925.00 FEET, THROUGH A CENTRAL ANGLE OF 20 33'03" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.13°47'56"E. FOR 686.76 FEET TO A POINT OF TANGENCY; THENCE S.24°04'27"E. FOR 1593.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND SOUTHEASTERLY, 1141.84 FEET ALONG SAID CENTERLINE AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2800.00 FEET, THROUGH A CENTRAL ANGLE OF 23°21'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.35°45'25"E. FOR 1133.95 FEET TO A POINT ON SAID CURVE; THENCE LEAVING SAID CENTERLINE, N.42°33'38"E. FOR 105.59 FEET; THENCE S.59°16'15"E. FOR 92.63 FEET; THENCE N.38°37'17"E. FOR 462.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE N.20°50'21"W. FOR 170.62 FEET; THENCE N.03°26'59"W. FOR 196.02 FEET; THENCE N.49°19'45"E. FOR 344.71 FEET; THENCE S.54°09'13"E. FOR 1057.59 FEET; THENCE S.05°08'14"W. FOR 497.67 FEET; THENCE S.87°48'55"E. FOR 1464.61 FEET; THENCE S.27°22'23"W. FOR 649.51 FEET; THENCE S.83°15'50"W. FOR 340.40 FEET; THENCE S.48°52'47"W. FOR 591.95 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF BEN HILL GRIFFIN PARKWAY AND A POINT ON A CURVE; THENCE NORTHWESTERLY 114.20 FEET ALONG THE ARC OF A CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE HAVING A RADIUS OF 1475.00 FEET, THROUGH A CENTRAL ANGLE OF 04°26'09", AND BEING SUBTENDED BY A CHORD

WHICH BEARS N.53°08'11"W. FOR 114.17 FEET TO THE POINT OF TANGENCY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE N.55°21'16"W. FOR 423.96 FEET; THENCE LEAVING SAID LINE N.38°37'17"E. FOR 180.43 FEET; THENCE N.40°45'20"W. FOR 1287.06 FEET; THENCE N.51°22'43"W. FOR 275.00 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL.

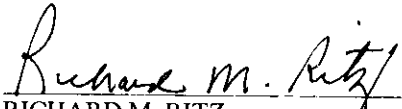
BEARINGS ARE BASED ON THE SAID NORTH LINE OF SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AS BEARING S.89°42'24"E.

SAID PARCELS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

PARCELS CONTAIN 1271.03 ACRES, MORE OR LESS.

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DESCRIPTION PREPARED NOVEMBER 20th, 2000.



RICHARD M. RITZ  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATION NO. 4009

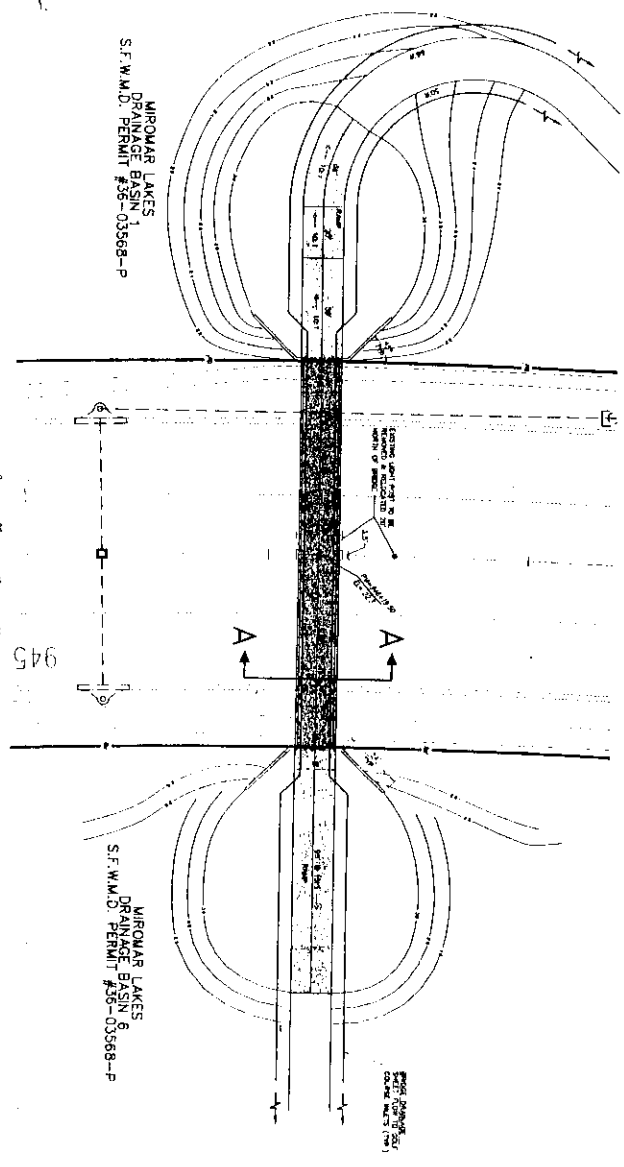
S:\JOBS\1155\DOCUMENTS\1155-OVERALL-DESCRIPTION.DOC  
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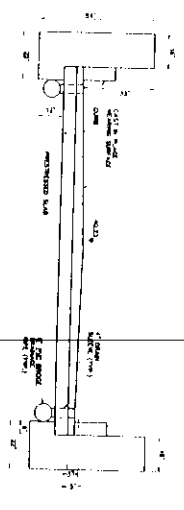
MIRROR LAKES  
DRAINAGE BASIN 1  
S.F.W.M.D. PERMIT #35-03568-P

MIRROR LAKES  
DRAINAGE BASIN 6  
S.F.W.M.D. PERMIT #35-03568-P

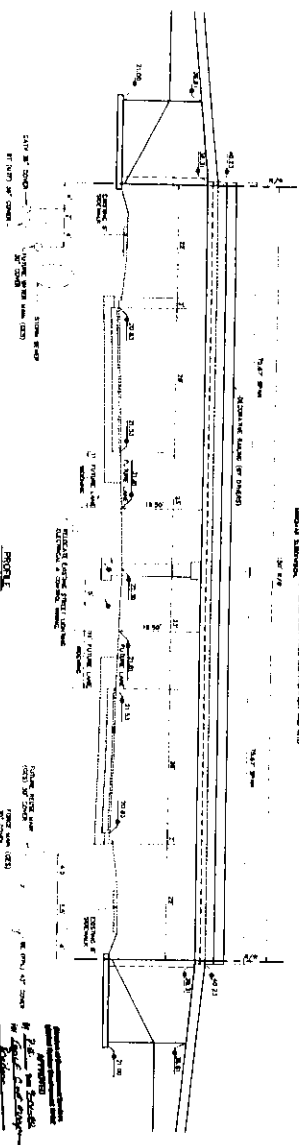


GRAPHIC SCALE 1" = 20.71'

NOTE:  
1. THE DRAINAGE BASIN 1 AND 6 ARE TO BE CONSTRUCTED AS SHOWN ON THESE PLANS.  
2. THE DRAINAGE BASIN 1 AND 6 ARE TO BE CONSTRUCTED AS SHOWN ON THESE PLANS.  
3. THE DRAINAGE BASIN 1 AND 6 ARE TO BE CONSTRUCTED AS SHOWN ON THESE PLANS.  
4. THE DRAINAGE BASIN 1 AND 6 ARE TO BE CONSTRUCTED AS SHOWN ON THESE PLANS.  
5. THE DRAINAGE BASIN 1 AND 6 ARE TO BE CONSTRUCTED AS SHOWN ON THESE PLANS.



SECTION A-A  
SCALE 1" = 10'



SECTION B-B  
SCALE 1" = 10'

MIRROR LAKES L.L.C.

2300 N. W. 11th St.  
Miami Springs, FL 33166  
Phone: 305-422-1111

Banks Engineering, Inc.  
ENGINEERING, SURVEYING & LAND PLANNING  
1500 N.W. 11th Street, Suite 100  
Miami Springs, FL 33166  
Phone: 305-422-1111

Signature

GOLF CART OVERPASS  
MIRROR LAKES  
LEE COUNTY, FLORIDA

DATE	PROJECT	DESCRIPTION	BY	CHECKED	SCALE	SHEET NO.	TOTAL SHEETS
11/15/11	0200	NEW DRAINAGE BASIN	JK	JK	AS SHOWN	1	1

# Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors  
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

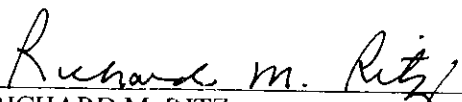
A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "F-2" OF MIROMAR LAKES – UNIT ONE AS RECORDED IN PLAT BOOK 67 AT PAGES 60 THROUGH 73 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY (150.00 FEET WIDE) THE SAME BEING A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2925.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.86°28'36"W.; THENCE NORTHERLY ALONG SAID CURVE AND SAID EAST LINE THROUGH A CENTRAL ANGLE OF 13°11'03" FOR 673.06 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTHERLY ALONG SAID CURVE AND SAID EAST LINE THROUGH A CENTRAL ANGLE OF 0°31'28.8" FOR 26.78 FEET; THENCE N.80°01'37"W. FOR 150.00 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 3075.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.79°49'30"W.; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 0°30'20.2" FOR 27.14 FEET; THENCE S.80°09'40"E. FOR 150.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 0.09 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION PREPARED OCTOBER 11, 2002

  
\_\_\_\_\_  
RICHARD M. RITZ  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATION NO. 4009

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S:\Jobs\1155\SURVEYING\DESCRIPTIONS\1155 BRIDGE ESMT SKT.dwg

SHEET 1 OF 2

EXHIBIT C  
Page 1 of 2

**Banks Engineering, Inc.**  
 PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS  
 FLORIDA BUSINESS CERTIFICATION NUMBER LB 6680  
 16511 SIX MILE CYPRESS PARKWAY - SUITE 101  
 FORT WATERS, FLORIDA 3912  
 (239) 639-5490

**SKETCH OF DESCRIPTION**

OF  
 A SUBDIVISION LYING IN  
 SECTIONS 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
 LEE COUNTY, FLORIDA



1" = 30'

"TRACT F-2"  
 RUDRE DEVELOPMENT  
 (P.B. 67, PGS. 60-73)

POINT OF COMMENCEMENT  
 NORTHWEST CORNER  
 TRACT "F-2" UNIT ONE  
 MIRROR LAKES - (PLAT BOOK 67, PAGES 60-73)

**LEGEND:**  
 ☒ INDICATES CENTERLINE  
 P.B. INDICATES PLAT BOOK  
 PGS. INDICATES PAGES  
 P.I. INDICATES POINT OF INTERSECTION

**CURVE TABLE**

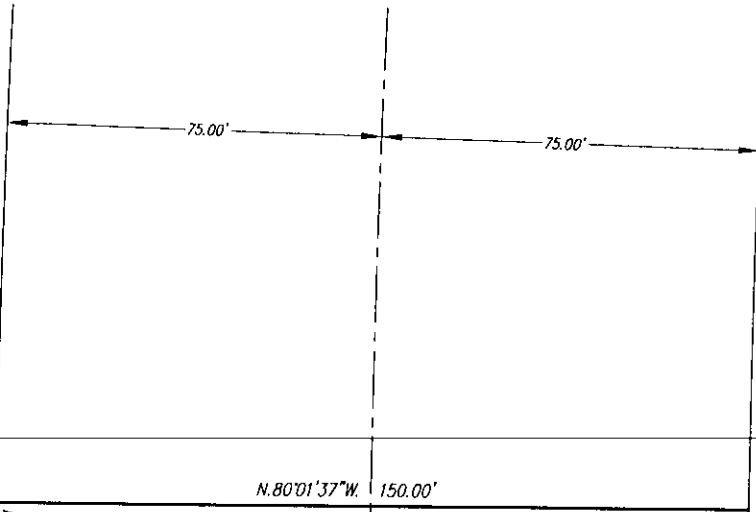
NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	2925.00'	1371.03°	673.06'	671.58'	N.03104.07°E
2	2925.00'	00°31'28.8"	26.78'	26.78'	N.09552.31°E
3	3075.00'	00°30'20.2"	27.14'	27.14'	N.09352.0°E

- NOTES:**
- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
  - 2.) ASSUMED NORTH BASED ON THE NORTH LINE OF SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEARING S.89°42'24"E. BEARING S.01°44'17"E.

SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.  
 THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

WEST RIGHT-OF-WAY LINE

RADIAL LINE EXTENDED  
 N.79°49'30"W



BEN HILL GRIFFIN PARKWAY  
 (150' WIDE)

EAST RIGHT-OF-WAY LINE

POINT OF BEGINNING

P.I.

(3)

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PREPARED 10-11-02  
 SHEET 2 OF 2

THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*Richard M. Ritz*  
 RICHARD M. RITZ  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATION NO. 4009

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
9/26/02

<b>PRODUCER</b> Marsh Advantage America Naples Office 5801 Pelican Bay Blvd, Ste 400 Naples, FL 34101-3003	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
<b>INSURED</b> MIROMAR LAKES LLC DBA MIROMAR LAKES GOLF CLUB 24870 BURNT PINE DRIVE BONITA SPRINGS FL 34134	INSURER A: Northern Insurance Company of
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMM56149124	6/30/02	6/30/03	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Re: golf carts overpass permitted under LDO2000-00257  
 Certificate Holder is Additional insured as Respects General Liability  
 Fax: Denise @ Miromar, fax: 390-5120

<b>CERTIFICATE HOLDER</b> Lee County P.O. Box 398 Ft. Myers, FL 33902	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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23-76