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<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Summary</b>	DATE CRITICAL <b>Blue Sheet No. 20070388</b>
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**1. ACTION REQUESTED/PURPOSE:** Approve an agreement for the possible relocation of a portion of Johnson Lane, authorize the Chairman to sign all documents necessary to accomplish the relocation and authorize the Lee County Department of Transportation to do those things necessary to complete the transaction.

**2. FUNDING SOURCE:** No County funding is requested. All costs will be paid for by property owner/developer.

**3. WHAT ACTION ACCOMPLISHES:** Authorizes the possible relocation and reconstruction of a portion of Johnson Lane in North Fort Myers.

**4. MANAGEMENT RECOMMENDATION:** Approve

<b>5. Departmental Category:</b> Transportation <b>C9A</b>		<b>6. Meeting Date:</b> 3/27/07 @ 9:30 a.m.	
<b>7. Agenda:</b>		<b>8. Requirement/Purpose: (specify)</b>	
<input checked="" type="checkbox"/> <b>Consent</b>	<input checked="" type="checkbox"/> <b>Statute</b>	125, F.S.	
<input type="checkbox"/> <b>Administrative</b>	<input type="checkbox"/> <b>Ordinance</b>		
<input type="checkbox"/> <b>Appeals</b>	<input type="checkbox"/> <b>Admin. Code</b>		
<input type="checkbox"/> <b>Public</b>	<input type="checkbox"/> <b>Other</b>		
<input type="checkbox"/> <b>Walk-On</b>			
		<b>9. Request Initiated:</b>	
		<b>Commissioner</b>	
		<b>Department</b> Dept. of Transportation	
		<b>Division</b>	
		<b>By:</b> Scott Gilbertson, Director	

**10. Background:**  
 Bayros, LLC, is the owner of 3 parcels of property at the northeast intersection of Slater Road and Bayshore Road in North Fort Myers (6391, 6431 & 6451 Bayshore Road). Johnson Lane is located just northeast of this intersection, and the southerly end of this road is located within the Bayros property. Bayros wants to vacate the southerly portion of Johnson Lane and will be filing a Petition to Vacate under Florida Statutes Chapter 336 for this purpose.

As an inducement to the County's subsequent approval of the Petition to Vacate, Bayros is willing to relocate and reconstruct the southerly portion of Johnson Lane (currently located within or abutting the Bayros property) in conjunction with the development of their property. Bayros is proposing an agreement to ensure the relocation and reconstruction of the southerly portion of Johnson Lane if the existing alignment Johnson Lane is vacated. A copy of the proposed agreement is attached. Even if approved, the relocation and reconstruction of southerly portion of Johnson Lane will be subject to the Board's subsequent approval of the Petition to Vacate to be filed and presented at a separate public hearing.

The Lee County Department of Transportation has reviewed the agreement and has no objection to this request.

**Attachment: Vacation Agreement (for the relocation and reconstruction of Johnson Lane)**

**11. Review for Scheduling:**

Dept. Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Scott M. Gilbertson</i> Scott M. Gilbertson Date: 3/13/07				<i>Timothy Jones</i>	<i>RK</i> 3/15	<i>MR</i> 3/15/07	<i>M</i> 3/16/07	<i>NOH</i> 3-15-07	<i>Stander</i> 3-14-07

**12. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY  
 COUNTY ADMIN: *PP*  
 3/15/07  
 10:30 AM  
 COUNTY ADMIN  
 FORWARDED TO: *PP*  
 3/15/07  
 2 PM

Rec. by CoAtty  
 Date: 3/14/07  
 Time: 2:30 PM  
 Forwarded To:  
 3/15/07 10:20 AM

**ORIGINAL DOCUMENTS RETAINED  
IN COUNTY ATTORNEYS OFFICE  
FOR HANDLING UPON BOARD  
ACCEPTANCE**

THIS INSTRUMENT PREPARED BY:

Michael S. Yashko  
Roetzel & Andress  
2320 First Street  
Fort Myers, Florida 33901

Strap Nos.: 30432500000280000  
30432500000290000  
30432500000290010

**VACATION AGREEMENT - JOHNSON LANE**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 between Bayros, LLC, a Florida Limited Liability Company, whose address is 33 SE 4<sup>th</sup> Street, Suite 100, Boca Raton, Florida 33432 ("Bayros") and Lee County, a political subdivision of the State of Florida ("County"), whose address is Post Office Box 398, Fort Myers, Florida 33902.

WHEREAS, Bayros owns a parcel of real property located at the northeast intersection of Slater Road and Bayshore Road and which is more particularly described on the attached Exhibit A which is incorporated herein by reference (the "Bayros Parcel");

WHEREAS, a traveled way hereinafter called "Johnson Lane" is located within County just northeast of the intersection of Slater Road and Bayshore Road;

WHEREAS, a portion of Johnson Lane and associated right of way (collectively, the "Johnson Lane Right of Way") is located within the Bayros Parcel as depicted and described on the attached Exhibit B which is incorporated herein by reference;

WHEREAS, a portion of the Johnson Lane Right of Way located on the Bayros Parcel is a paved road as described and depicted on the attached Exhibit B;

WHEREAS, County claims ownership of the Johnson Lane Right of Way by virtue of having regularly maintained or repaired the same for at least the immediate past seven (7) years as provided in Fla.Stats. Ch. 95.361;

WHEREAS, the parties wish to provide for County's vacation of the portion of the Johnson Road Right of Way located on the Bayros Parcel and the concomitant granting by Bayros of the property described and depicted on the attached Exhibit C incorporated herein by reference, which provides access to Bayshore Road and provides access to Slater Road;

WHEREAS, the parties believe this Agreement will facilitate County right-of-way needs, accommodate Bayros' desires regarding the future use of its parcel, and adequately protect the public interest.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement.
2. Bayros will file a Petition to Vacate (the "Petition") the portion of the Johnson Lane Right of Way located on the Bayros Parcel and will bear all costs of the Petition. County agrees to schedule the hearing on the Petition within four weeks of approval of this Agreement. However, County makes no representation or warranty as to the status of the title to the resulting real property interests, if County decides to vacate the public interest in the Johnson Lane Right of Way. Moreover, Bayros agrees to indemnify County, and hold it harmless, from any and all claims, loss, costs, or expense, including reasonable attorneys' fees, in the event that any third party shall claim any private rights in or to the portion of the Johnson Lane Right of Way to be vacated.
3. If the Board of County Commissioners denies any part of the Petition, then this Agreement will be void and the parties will have no further obligation, or responsibility to each other under this Agreement. Bayros further recognizes that should the Board of County Commissioners deny any part of the Petition, Bayros shall amend DOS2005-00305 accordingly.
4. In consideration of County's granting the Petition, Bayros will convey to the County fee simple title to the property described and depicted on the attached Exhibit C. County, by acceptance of fee simple title, authorizes Bayros to construct at its sole cost and expense a new street within the property described and depicted on the attached Exhibit C pursuant to plans and specifications in DOS2005-00350 that have already been filed with the County and are pending approval subject to the successful vacation of the Johnson Lane Right of Way. Bayros shall provide liability insurance in the amount of \$ 1,000,000 per occurrence and general aggregate of \$2,000,000, with the County listed as co-insured from the time the deed to the property described and depicted on the attached Exhibit C is accepted by the County until the new street is accepted for maintenance by the County pursuant to Administrative Code Section 11-7 (AC-11-7). County agrees that it will accept the new street for maintenance provided all technical requirements for AC-11-7 are met, including payment by Bayros of a road maintenance acceptance application fee in the amount of \$645.00. Prior to the Board of County Commissioners' consideration of the Petition, Bayros shall submit assurance that Bayros holds sufficient right, title and interest to convey the property described and depicted in the attached Exhibit C, subject only to the permitted exceptions attached in Exhibit D ("Permitted Exceptions"). Said assurance shall take the form of title insurance. Bayros agrees to keep the existing Johnson Lane Right of Way open for vehicular traffic until construction of the new street depicted in the attached Exhibit C receives a Certificate of Compliance ("CC") from the County.

5. Bayros will submit the Petition concurrently with the proposed deed conveying fee simple title of the property described and depicted in the attached Exhibit C. The County agrees to seek approval and acceptance of the deed only if the Petition is approved.
6. The County agrees to issue DOS2005-00350 as currently filed upon approval of this Agreement. However, the parties understand and agree that the County will not issue building permits for improvements over the property described in Exhibit B unless the Board of County Commissioners grants the Petition.
7. All documents necessary to complete the conveyances and other obligations contemplated by this Agreement must be properly executed and delivered to the County Attorney in order to conduct the public hearing on the Petition. In all events, the public hearing shall be scheduled in a time not to exceed four weeks from approval of this Agreement provided the Petition is complete and sufficient. This Agreement should be schedule for March 27, 2007. The County Attorney will hold these documents in escrow subject to the terms of this Agreement. If the Petition is denied, then the documents will be returned immediately to their makers, otherwise the documents will be delivered immediately to the appropriate parties in order to accomplish the intent of this Agreement. Bayros shall pay all costs of recording the documents contemplated by this Agreement.
8. Upon full execution, the County will record this Agreement in the public records.
9. This Agreement, including all exhibits, constitutes the entire Agreement between the parties. Any modifications of this Agreement must be in writing and executed with the same formality.
10. This Agreement is binding upon the parties, their successors and assigns.
11. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida.
12. This Agreement may be executed in counterparts.
13. This Agreement will be effective on the date of signing by the last party hereto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have signed and sealed this document through their authorized representatives.

WITNESSED:

BAYROS, LLC, a Florida Limited Liability Company

[Signature]  
Signature  
Thomas W. Vincent  
Printed Name

Halvorsen Holdings, Inc.,  
Managing Member  
By: [Signature]  
Jeffrey T. Halvorsen  
President

[Signature]  
Signature  
CHERYL BURDEN  
Printed Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing Agreement was acknowledged before me on March 13, 2007 by Jeffrey Halvorsen, President on behalf of the corporation. He/She is personally known to me or has produced the following identification: \_\_\_\_\_.

[Signature]  
Notary Public, State of Florida

NOTARY RUBBER STAMP SEAL  
OR EMBOSSED SEAL

NOTARY PUBLIC-STATE OF FLORIDA  
Cheryl Burden  
Printed Name of Notary Public  
Commission # DD535708  
Expires: APR. 22, 2010  
Bonded Thru Atlantic Bonding Co., Inc.  
Commission No.      Expiration Date

ATTEST:  
Clerk of Court

LEE COUNTY, FLORIDA, by its BOARD  
OF COUNTY COMMISSIONERS

CHARLIE GREEN, CLERK

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

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

APPROVED AS TO FORM

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

Attachments:

- Exhibit A – Legal description of Bayros Parcel
- Exhibit B – Legal description and drawing of Johnson Road ROW on Bayros Parcel
- Exhibit C – Legal description and drawing of new street
- Exhibit D – Permitted Exceptions



# GULF SHORE SURVEYING, INC.

TIM J. PUFAHL, P.L.S.  
30930 OIL WELL RD., PUNTA GORDA, FL. 33955  
(941) 639-7800 FAX: (941) 639-7600

NICK POULOS, P.L.S.  
2112 SE. 11<sup>TH</sup> ST., CAPE CORAL, FL. 33990  
(239) 458-2388 FAX: (239) 574-3719

OCTOBER 20, 2006  
JOB NUMBER 0462  
FILE: 0462L09.LGL

## DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N.88°54'40"E. FOR 2696.01 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 TO THE SOUTH QUARTER (S 1/4) CORNER; THENCE N.00°16'46"W. FOR 1077.14 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 30 TO THE POINT OF BEGINNING; THENCE S.47°42'01"W. FOR 319.95 FEET ALONG THE NORTHERLY RIGHT OF WAY (50 feet FROM CENTERLINE, STATE RIGHT-OF-WAY PLANS PROJECT NUMBER 12060-3533, STATE CENTERLINE BEARING S.47°42'01"W.) BAYSHORE ROAD (SR 78), TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 3869.72 FEET, CENTRAL ANGLE 00°09'12"; THENCE SOUTHWESTERLY FOR 10.35 FEET ALONG THE ARC OF SAID CURVE TO THE NORTHEASTERLY RIGHT-OF-WAY OF SLATER ROAD FOR THE FOLLOWING 3 CALLS; THENCE NON-RADIALLY N.88°26'29"W. FOR 42.99 FEET; THENCE N.43°57'04"W. FOR 468.67 FEET TO A NON-RADIAL INTERSECTION WITH A CURVE, CONCAVE TO THE NORTHEAST, RADIUS 520.87 FEET, CENTRAL ANGLE 15°18'40"; CHORD 138.78 FEET, CHORD BEARING N.22°13'52"W.; THENCE NORTHWESTERLY FOR 139.19 FEET ALONG THE ARC OF SAID CURVE; THENCE NON-RADIALLY N.88°43'57"E. ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) FOR 663.90 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE S.00°17'23"E. ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) FOR 259.42 FEET TO THE POINT OF BEGINNING.

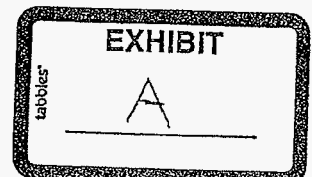
CONTAINING 212,169 SQUARE FEET OR 4.8707 ACRES MORE OR LESS

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

BEARINGS MENTIONED HEREIN ARE BASED ON THE CENTERLINE OF BAYSHORE ROAD (SR 78) BEING N.47°42'01"E.

REFER TO 8 1/2" X 11" SURVEY  
GULF SHORE SURVEYING, INC.

*Tim J. Pufahl* 11/17/06  
TIM J. PUFAHL  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NUMBER 4666









# GULF SHORE SURVEYING, INC.

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30830 OIL WELL RD., PUNTA GORDA, FL. 33955  
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2112 SE. 11<sup>TH</sup> ST., CAPE CORAL, FL. 33990  
(239) 458-2388 • FAX: (239) 574-3719

FEBRUARY 15, 2007  
JOB NUMBER 0462  
FILE: 0462L14.LGL

## DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE ~~N.88°54'40"E. FOR 2696.01 FEET~~ ALONG THE SOUTH LINE OF SAID SECTION 30 TO THE SOUTH QUARTER (S 1/4) CORNER; THENCE N.00°16'46"W. FOR 1077.14 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 30 TO THE NORTHERLY RIGHT-OF-WAY OF BAYSHORE ROAD; THENCE S.47°42'01"W. FOR 3.47 FEET ALONG THE NORTHERLY RIGHT OF WAY (50 feet FROM CENTERLINE, STATE RIGHT-OF-WAY PLANS PROJECT NUMBER 12060-3533, STATE CENTERLINE BEARING S.47°42'01"W.) BAYSHORE ROAD (SR 78), TO THE POINT OF BEGINNING; THENCE CONTINUE S.47°42'01"W. FOR 67.01 FEET ALONG SAID RIGHT-OF-WAY; THENCE N.00°33'36"W. FOR 305.67 FEET; THENCE N.88°43'57"E. ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) FOR 50.00 FEET; THENCE S.00°33'36"E. FOR 261.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,184 SQUARE FEET OR 0.3256 ACRES MORE OR LESS

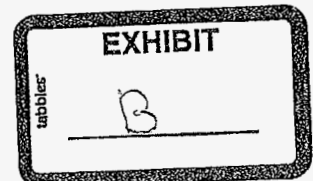
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

BEARINGS MENTIONED HEREIN ARE BASED ON THE CENTERLINE OF BAYSHORE ROAD (SR 78) BEING N.47°42'01"E.

REFER TO 8 1/2" X 11" SURVEY  
GULF SHORE SURVEYING, INC.

*Tim J. Pufahl 02/15/07*

TIM J. PUFAHL  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NUMBER 4666







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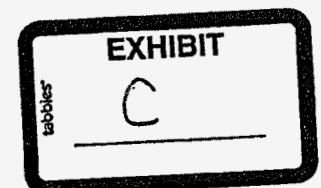
MARCH 13, 2007  
JOB NUMBER 0462  
FILE: 0462L17.LGL

## DESCRIPTION

PAGE 1 OF 2

A TRACT OR PARCEL OF LAND LYING IN SECTION 30, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, WHICH IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N.88°54'40"E. FOR 2696.01 FEET ALONG THE SOUTH LINE OF SAID SECTION 30 TO THE SOUTH QUARTER (S 1/4) CORNER; THENCE N.00°16'46"W. FOR 1077.14 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 30 TO THE NORTHERLY RIGHT-OF-WAY OF BAYSHORE ROAD; THENCE S.47°42'01"W. FOR 49.22 FEET ALONG THE NORTHERLY RIGHT OF WAY (50 feet FROM CENTERLINE, STATE RIGHT-OF-WAY PLANS PROJECT NUMBER 12060-3533, STATE CENTERLINE BEARING S.47°42'01"W.) BAYSHORE ROAD (SR 78), TO THE POINT OF BEGINNING; THENCE CONTINUE S.47°42'01"W. FOR 72.97 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON A CURVE CONCAVE TO THE WEST, RADIUS 44.50 FEET, CENTRAL ANGLE 48°02'46", CHORD 36.23 FEET, CHORD BEARING N.25°28'01"W.; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE FOR 37.32 FEET TO THE POINT OF TANGENCY; THENCE N.49°29'25"W. FOR 135.20 FEET; THENCE N.43°57'17"W. FOR 204.05 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 19.50 FEET, CENTRAL ANGLE 90°00'13"; THENCE WESTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE FOR 30.63 FEET TO THE POINT OF TANGENCY; THENCE S.46°02'30"W. FOR 217.08 FEET TO THE EASTERLY RIGHT-OF-WAY OF SLATER ROAD; THENCE N.43°57'04"W. FOR 35.00 FEET ALONG SAID RIGHT OF WAY; THENCE N.46°02'30"E. FOR 275.55 FEET; THENCE N.88°43'57"E. ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) FOR 305.10 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY OF JOHNSON LANE (50 FEET WIDE);



THENCE S.00°33'36"E. FOR 35.00 FEET ALONG SAID RIGHT OF WAY; THENCE S.88°43'57"W. FOR 249.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 12.50 FEET, CENTRAL ANGLE 132°41'14"; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 28.95 FEET TO THE POINT OF TANGENCY; THENCE S.43°57'17"E. FOR 184.37 FEET; THENCE S.49°29'25"E. FOR 136.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 44.50 FEET, CENTRAL ANGLE 60°34'47"; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE FOR 47.05 FEET TO THE POINT OF BEGINNING.

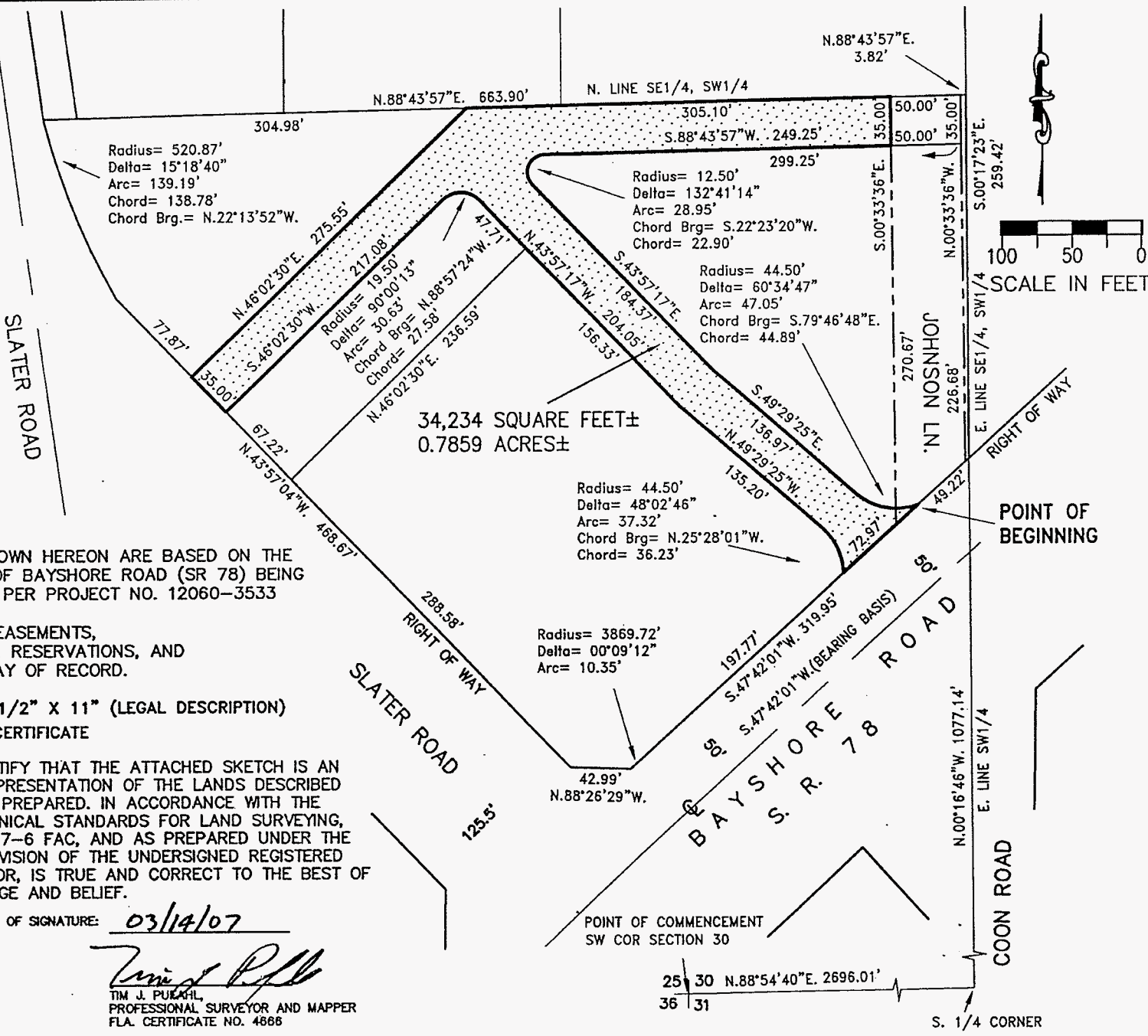
CONTAINING 34,234 SQUARE FEET OR 0.7859 ACRES MORE OR LESS

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

BEARINGS MENTIONED HEREIN ARE BASED ON THE CENTERLINE OF BAYSHORE ROAD (SR 78) BEING N.47°42'01"E.

REFER TO 8 1/2" X 11" SURVEY  
GULF SHORE SURVEYING, INC.

*Tim J Pufahl 03/14/07*  
TIM J PUF AHL  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NUMBER 4666



BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF BAYSHORE ROAD (SR 78) BEING N.47°42'01"E. PER PROJECT NO. 12060-3533

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

REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION) SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, WAS PREPARED. IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 61G17-6 FAC, AND AS PREPARED UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE: 03/14/07

*Tim J. Purahl*  
 TIM J. PURAHL  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLA. CERTIFICATE NO. 4868

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

**GULF SHORE SURVEYING, INC.**  
 LICENSED BUSINESS NO. 6729  
 CHARLOTTE COUNTY:  
 50830 OIL WELL ROAD  
 PUNTA GORDA, FL 33965  
 (941) 639-7800

LEE COUNTY:  
 2112 S.E. 11TH STREET  
 CAPE CORAL, FL 33990  
 (239) 458-2388

DATE : 03/13/07  
 SCALE : 1" = 100'  
 CADD : TP  
 CHECK : TP  
 FILE : 0462L17

SKETCH OF DESCRIPTION  
 (NOT A FIELD SURVEY)  
 SECTION 30, TOWNSHIP 43S  
 RANGE 25E  
 LEE COUNTY, FLORIDA

**JOB**  
**0462**  
**L17**

PERMITTED EXCEPTIONS

1. Lee County Ordinance #86-14 recorded November 30, 1990 in Official Records Book 2189, Page 3281 and amended by Ordinance # 86-38 in Official Records Book 2189, Page 3334, Public Records of Lee County, Florida; relating to garbage and solid waste collection.
2. Taxes and assessments for the year 2005 and subsequent years, which are not yet due and payable.

