

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

**Blue Sheet No. 20041089**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of Parcel 210 Corkscrew Road Service Area (CRSA) MSBU Road Widening Project No. 4723, in the amount of \$92,946,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

**WHY ACTION IS NECESSARY:** The Board must accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** Acquisition of property necessary for the widening of Corkscrew Road.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 3 C6D **3. MEETING DATE:** 09-14-2004

<b>4. AGENDA:</b> <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON <b>TIME REQUIRED:</b>	<b>5. REQUIREMENT/PURPOSE:</b> (Specify) <input checked="" type="checkbox"/> STATUTE 125 <input type="checkbox"/> ORDINANCE _____ <input type="checkbox"/> ADMIN. _____ <input checked="" type="checkbox"/> OTHER BS 20030686; Res. 94-07-11, 94-07-12, 94-09-04, 94-09-05	<b>6. REQUESTOR OF INFORMATION</b> A. _____ B. DEPARTMENT Independent C. DIVISION County Lands BY Karen L. W. Forsyth, Director <i>KLF</i>
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**7. BACKGROUND:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest (Partial acquisition of vacant land)

Property Details

Owner: Cypress Shadow Development, L.L.C., a Florida limited liability company  
 Address: 13230 Corkscrew Road, Estero  
 STRAP No.: 20-46-26-00-00001.0020

Purchase Details

Purchase Price: \$92,946 (To be paid as a credit toward future assessments of the CRSA MSBU)  
 Costs to Close: Approximately \$2,000 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Maxwell & Hendry Valuation Services, Inc.  
 Appraised Value: \$92,946

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

Funds will be made available in *RR*  
 Account: GD5411810405.506110

Attachments: Purchase Agreement; Appraisal Summary & Location Map; Affidavit of Interest (2); Title Data; 5-Year Sales History

**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
			<i>MSTB</i>						
<i>K. Forsyth</i>			<i>[Signature]</i>	<i>[Signature]</i>	OA	OM	RISK	GC	
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: 9/27/04  
 Time: 8:15  
 Forwarded To:  
*[Signature]*  
 8/27/04 4:41M

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 9:05 AM 9/14/04  
 9/15/04  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
 9:10 AM  
 9:30 AM

*MS*

This document prepared by

Lee County  
County Lands Division  
Project: Corkscrew Road/CRSA, Project 4723  
Parcel: 210/Grant/Cypress Shadow  
STRAP No.: 20-46-26-00-00001.0020

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 28 day of APRIL, 2004 by and between Cypress Shadow Development, L.L.C., a Florida limited liability company, hereinafter referred to as SELLER, whose address is 780 NW Le Jeune Road, Suite 616, Miami, Florida 33126, 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 2.213 acres more or less, and located at 13230 Corkscrew Road, Estero, Florida 33928 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Corkscrew Road Service Area Municipal Service Benefit Unit, Project No. 4723, hereinafter called "the Project."

**2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Ninety-Two Thousand Nine Hundred Forty-Six and no/100 dollars (\$92,946.00), payable at closing as a credit toward assessments for the Corkscrew Road Service Area Municipal Service Benefit Unit.

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 the Purchase Price, 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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) 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.

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 30 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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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 hereby warrants and represents, to the best of the SELLER's knowledge, 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 Sixty (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.

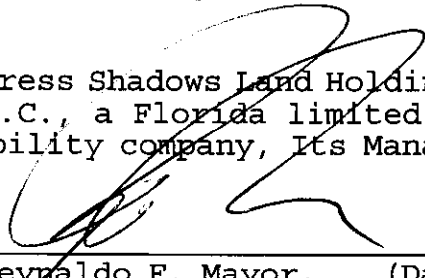
18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.


WITNESSES:

SELLER:

Cypress Shadow Development,  
L.L.C., a Florida limited  
liability company

By: Cypress Shadows Land Holdings,  
L.L.C., a Florida limited  
liability company, Its Manager

By:  4/28/04  
Reynaldo F. Mayor, (Date)  
Its Managing Member

  
CARLOS MONTERU

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)

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'59"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 189.81 FEET TO A POINT 30.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'59"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 33.69 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD; THENCE RUN N.61°46'58"E., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 526.64 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 770.17 FEET, THROUGH A CENTRAL ANGLE OF 24°45'42", SUBTENDED BY A CHORD OF 330.26 FEET AT A BEARING OF N.74°09'48"E., FOR A DISTANCE OF 332.84 FEET TO THE END OF SAID CURVE; THENCE RUN N.86°32'39"E., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 1852.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN S.01°09'35"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 30.02 FEET TO A POINT 30.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD; THENCE RUN S.86°32'39"W., FOR A DISTANCE OF 1526.47 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2220.00 FEET, THROUGH A CENTRAL ANGLE OF 24°45'42", SUBTENDED BY A CHORD OF 951.97 FEET AT A BEARING OF S.74°09'48"W., FOR A DISTANCE OF 959.42 FEET TO THE END OF SAID CURVE; THENCE RUN S.61°46'58"W., FOR A DISTANCE OF 217.12 FEET TO THE POINT OF BEGINNING; CONTAINING 2.213 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.01°09'59"W.

HOLE MONTES, INC.  
CERTIFICATION OF AUTHORIZATION LB #1772



*Riffelmacher*  
RIFFELMACHER P.S.M. #6130  
STATE OF FLORIDA

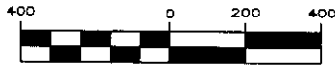
**Exhibit "A"**

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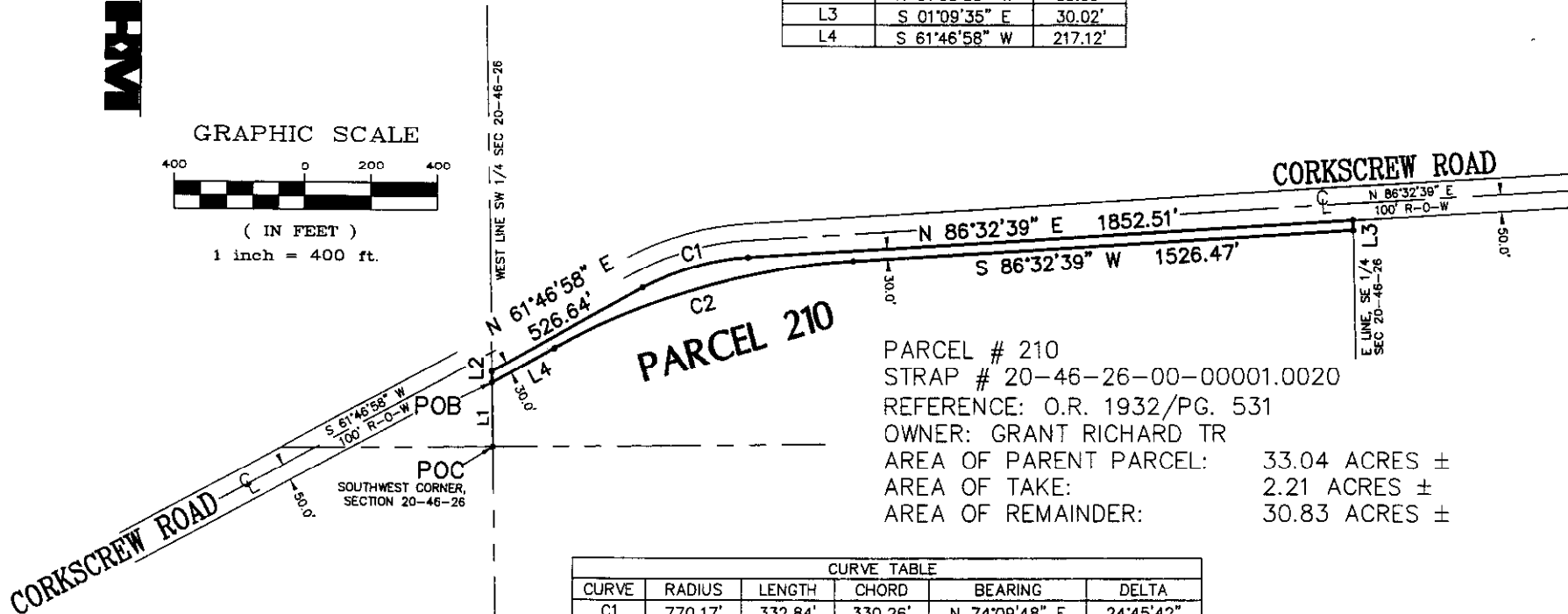
GRAPHIC SCALE



( IN FEET )

1 inch = 400 ft.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 01°09'59" W	189.81'
L2	N 01°09'59" W	33.69'
L3	S 01°09'35" E	30.02'
L4	S 61°46'58" W	217.12'



PARCEL # 210  
 STRAP # 20-46-26-00-00001.0020  
 REFERENCE: O.R. 1932/P.G. 531  
 OWNER: GRANT RICHARD TR  
 AREA OF PARENT PARCEL: 33.04 ACRES ±  
 AREA OF TAKE: 2.21 ACRES ±  
 AREA OF REMAINDER: 30.83 ACRES ±

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	770.17'	332.84'	330.26'	N 74°09'48" E	24°45'42"
C2	2220.00'	959.42'	951.97'	S 74°09'48" W	24°45'42"

LEGEND

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING

\* NOT A SURVEY \*

PARTY CHIEF:	DATE		950 Encore Way Naples, FL. 34110 Phone: (941) 254-2000 Florida Certificate of Authorization No.1772	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	SKETCH TO ACCOMPANY A LEGAL DESCRIPTION	PROJECT NO.
DRAWN BY:	DATE					99.132
CHECKED BY:	DRAWING NO.					REFERENCE NO.
JLR	B-3904-1					SOSW20



**MAXWELL & HENDRY  
VALUATION SERVICES, INC.**

APPRAISERS - CONSULTANTS

**ASSOCIATE APPRAISERS**

**William E. McInnis**  
State-Certified General Appraiser  
Certification 0002232

**Timothy D. Rieckhoff**  
State-Certified General Appraiser  
Certification 0002261

**Andrea Terregrossa**  
Registered Trainee Appraiser  
RI10787

**W. MICHAEL MAXWELL, MAI, SRA**  
State-Certified General Appraiser  
Certification 0000055

**GERALD A. HENDRY, MAI**  
State-Certified General Appraiser  
Certification 0002245

2550 First Street  
Fort Myers, Florida 33901  
(239)-337-0555  
(239)-337-3747 - FAX

(e-mail)-appr@maxwellhendry.com  
(web)-www.maxwellhendry.com

6 February 2004

Lee County Board of County Commissioners  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Attention: Mr. J. Keith Gomez  
Property Acquisitions Agent

Re: Appraisal of partial take (Parcel 210) for Corkscrew  
Road Service Area Project, Lee County, Florida

Dear Mr. Gomez:

Pursuant to your request, an inspection and analysis have been made of the above property which is legally described in the attached appraisal report, for the purpose of estimating the market value of the undivided fee simple interest in the land only as if free and clear of liens, mortgages, encumbrances, and/or encroachments except as amended in the body of this report. This appraisal report is a complete assignment. The subject property is vacant land and as such only the Sales Comparison Approach to Value applies. The Cost and Income Approaches to Value to not apply.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

As per the Uniform Standards of Professional Appraisal Practice (USPAP), the appraiser is given three report writing options. These options would include either a self-contained report format, summary report, or restricted use report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained appraisal report and a summary appraisal report is the level of detail of presentation. This report is again considered to be a complete appraisal assignment.

The function or intended use of this report is understood to be for use as a basis of value for the acquisition of a portion of the subject property for purposes of widening and improving Corkscrew Road. My compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event. In addition to the more standard Assumptions and Limiting Conditions as contained in the Addenda to this report, this appraisal is made subject to certain Special Assumptions and Conditions as outlined on the Executive Summary.

By reason of my investigation and analysis, data contained in this report, and my experience in the real estate appraisal business, it is my opinion that the just compensation due the property owner, as of 1 October 2003, is: ✓

**NINETY TWO THOUSAND NINE HUNDRED FORTY SIX DOLLARS.....(\$92,946.00) ✓**

Respectfully submitted,



W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055



W. MICHAEL MAXWELL, MAI, SRA  
GERALD A. HENDRY, MAI

**EXECUTIVE SUMMARY**

**OWNER OF RECORD:** Richard Grant (per 2003 Lee County tax roll).

**LOCATION:** South side of Corkscrew Road in Section 20-46-26, Lee County, Florida.

**LAND AREA:** The parent tract is contains a total of 353.04 acres. The proposed taking is the northerly 2.213 acres along Corkscrew Road. The remainder tract size is 350.827 acres. The preceding area calculations and dimensions were taken from Lee County Property Appraiser records.

**IMPROVEMENTS:** None.

**ZONING/LAND USE:** RM-2 (Multi-Family)/Suburban or Wetland usage

**HIGHEST AND BEST USE (Before Take):** Large Scale Residential Development

**HIGHEST AND BEST USE (After Take):** Large Scale Residential Development

**MARKET VALUE BEFORE TAKE:** \$14,827,680 ✓

**VALUE OF PART TAKEN:** \$ 92,946 ✓

**REMAINDER VALUE AS PART OF WHOLE:** \$14,734,734 ✓

**REMAINDER VALUE AFTER TAKE:** \$14,734,734 ✓

**SEVERANCE DAMAGES:** \$ 0

**AMOUNT DUE OWNER:** \$ 92,946 ✓

**INTEREST APPRAISED:** Fee Simple ✓

**DATE OF VALUATION:** 1 October 2003 ✓

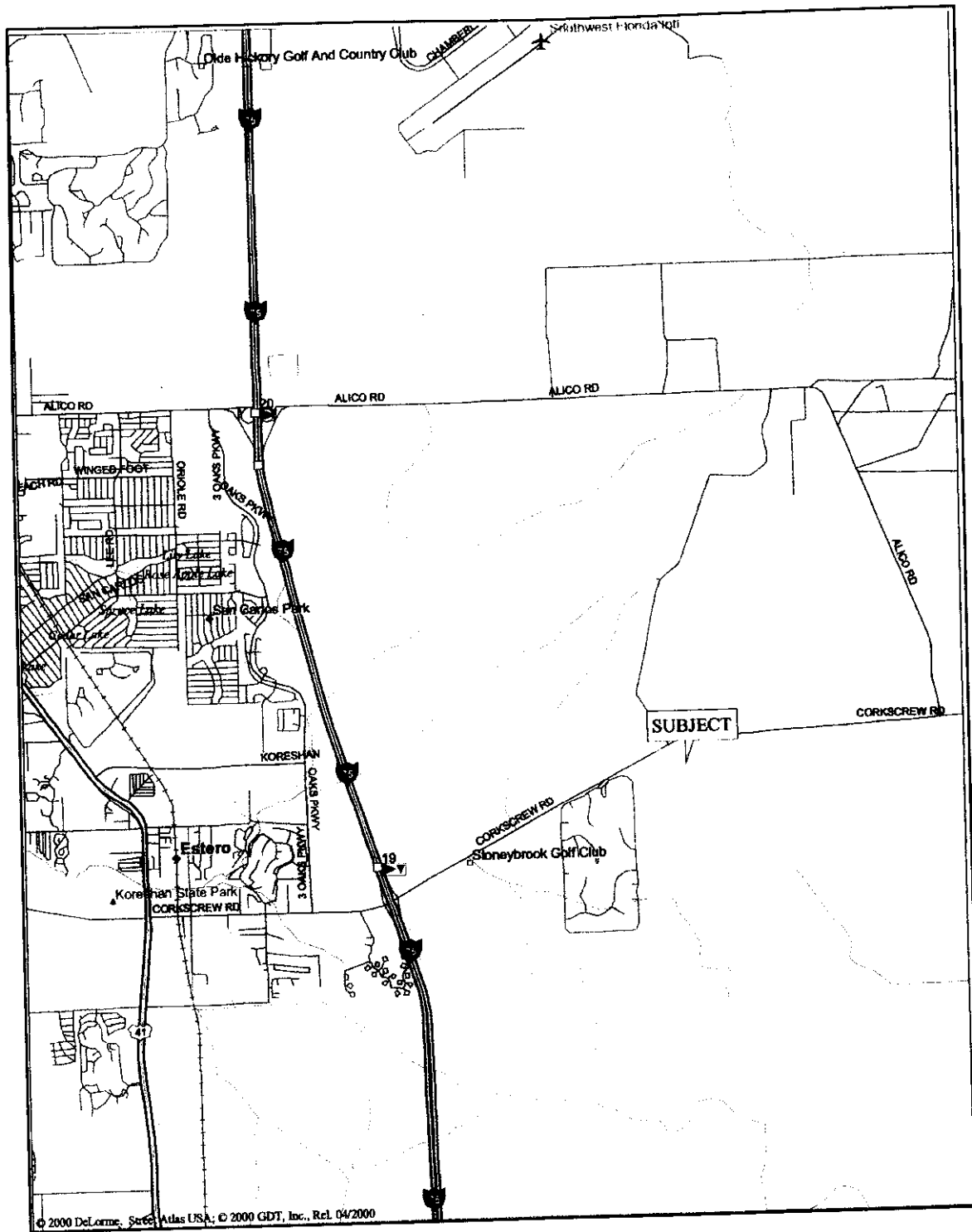
**DATE OF REPORT:** 6 February 2004

**APPRAISER:** W. Michael Maxwell, MAI, SRA

**SPECIAL ASSUMPTIONS:** This appraisal report should be updated as to a Future-Order-of-Taking date. The values shown herein are as of the inspection date. This appraisal assumes there are no

significant grade changes. This appraisal also assumes that any improvements, utility lines, landscaping, berms, etc. within the take areas (if any) that may be impacted will be restored, re-contoured, re-altered at the expense of Lee County. Any site improvements with the take area (if any) have not been quantified and cost-to-cures have not been made available to the appraiser. There are no building improvements within the take areas.

**MARKET AREA MAP:**



AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 29 day of APRIL, 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

Cypress Shadow Development, L.L.C., a Florida limited liability company  
10846 Six Mile Parkway  
Fort Myers, Florida 33912  
780 N.W. Le Jeune Road, Suite 616  
Miami, Florida 33126

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. CYPRESS SHADOWS LAND HOLDINGS, LLC. 780 NW LE JEUNE ROAD, SUITE 616  
MIAMI, FL. 33126

2. U.S. HOME CORP

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as:

**SEE ATTACHED EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.**

FURTHER AFFIANT SAYETH NAUGHT.


Signed, sealed and delivered  
in our presences:

  
\_\_\_\_\_

Witness Signature

CARLOS MONTERO

Printed Name

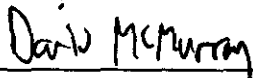
  
\_\_\_\_\_

Signature of Affiant

REYNALDO MAYOR, MANAGING MEMBER

Printed Name

Witness Signature

  
\_\_\_\_\_

Printed Name

Affidavit of Interest in Real Property  
Parcel: 210/Cypress Shadow  
STRAP: 20-46-26-00-00001.0020  
Project: Corkscrew Road CRSA/4723

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 29<sup>th</sup> day of April, 2004 by Reynaldo F. Mayor, Managing Member of Cypress Shadows Land Holdings, L.L.C., a Florida limited liability company, on behalf of the Company, Manager of Cypress Shadow Development, L.L.C., a Florida limited liability company, on behalf of Cypress Shadow Development, L.L.C., a Florida limited liability company.

*Barbara Kay Atherton*  
(Notary Signature)

(SEAL)

BARBARA KAY ATHERTON  
(Print, type or stamp name)



Personally known  \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'59"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 189.81 FEET TO A POINT 30.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'59"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 33.69 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD; THENCE RUN N.61°46'58"E., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 526.64 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 770.17 FEET, THROUGH A CENTRAL ANGLE OF 24°45'42", SUBTENDED BY A CHORD OF 330.26 FEET AT A BEARING OF N.74°09'48"E., FOR A DISTANCE OF 332.84 FEET TO THE END OF SAID CURVE; THENCE RUN N.86°32'39"E., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 1852.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE RUN S.01°09'35"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 30.02 FEET TO A POINT 30.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD; THENCE RUN S.86°32'39"W., FOR A DISTANCE OF 1526.47 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2220.00 FEET, THROUGH A CENTRAL ANGLE OF 24°45'42", SUBTENDED BY A CHORD OF 951.97 FEET AT A BEARING OF S.74°09'48"W., FOR A DISTANCE OF 959.42 FEET TO THE END OF SAID CURVE; THENCE RUN S.61°46'58"W., FOR A DISTANCE OF 217.12 FEET TO THE POINT OF BEGINNING; CONTAINING 2.213 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.01°09'59"W.

HOLE MONTES, INC.  
CERTIFICATION OF AUTHORIZATION LB #1772



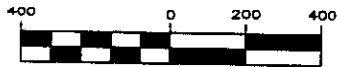
*R. Riffelmacher*  
P.S.M. #6130  
STATE OF FLORIDA

Exhibit "A"

Page 1 of 2

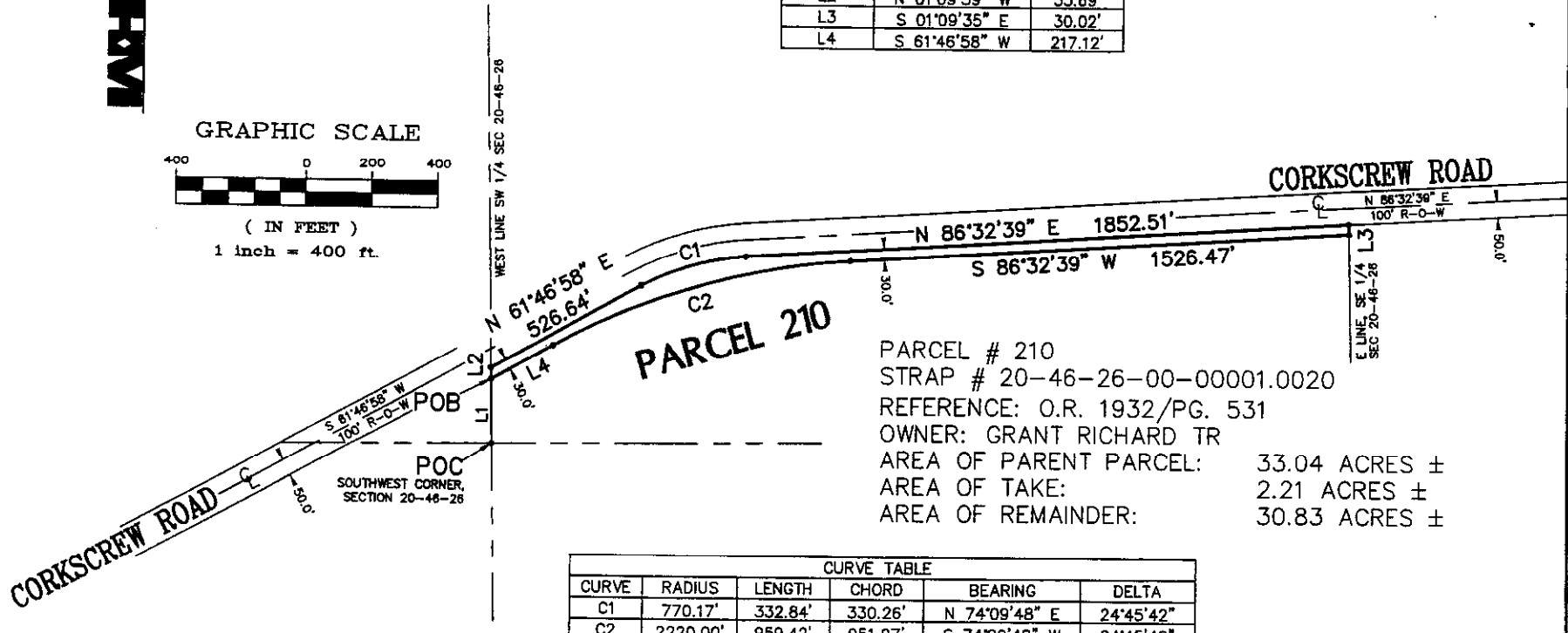


GRAPHIC SCALE



( IN FEET )  
1 inch = 400 ft.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 01°09'59" W	189.81'
L2	N 01°09'59" W	33.69'
L3	S 01°09'35" E	30.02'
L4	S 61°46'58" W	217.12'



PARCEL # 210  
 STRAP # 20-46-26-00-00001.0020  
 REFERENCE: O.R. 1932/PG. 531  
 OWNER: GRANT RICHARD TR  
 AREA OF PARENT PARCEL: 33.04 ACRES ±  
 AREA OF TAKE: 2.21 ACRES ±  
 AREA OF REMAINDER: 30.83 ACRES ±

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	770.17'	332.84'	330.26'	N 74°09'48" E	24°45'42"
C2	2220.00'	959.42'	951.97'	S 74°09'48" W	24°45'42"

LEGEND

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING

\* NOT A SURVEY \*

PARTY CHIEF:	DATE
DRAWN BY: BEN	DATE 1/04
CHECKED BY: JLR	DRAWING NO. B-3904-1



950 Encore Way  
 Naples, FL 34110  
 Phone: (941) 254-2000  
 Florida Certificate of  
 Authorization No. 1772

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

SKETCH TO ACCOMPANY  
 A LEGAL DESCRIPTION

PROJECT NO. 99.132
REFERENCE NO. SOSW20

Page 2 of 2

Exhibit "A"

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 5 day of May, 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

Cypress Shadows Land Holdings, L.L.C, a Florida limited liability company  
780 N.W. Le Jeune Road, Suite 616  
Miami, Florida 33126

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. REYNALDO F. MAYOR
2. 780 NW LE JEUNE ROAD MIAMI, FL 33126
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as:

**SEE ATTACHED EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.**

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Cypress Shadows Land Holdings, L.L.C,  
a Florida limited liability company

[Signature]  
Witness Signature

BY: [Signature]  
Reynaldo F. Mayor, Managing Member

Melissa Marie Stewart  
Printed Name

[Signature]  
Witness Signature

Christopher Mayor  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 210/Cypress Shadow  
STRAP: 20-46-26-00-00001.0020  
Project: Corkscrew Road CRSA/4723


STATE OF FLORIDA

COUNTY OF DADE

SWORN TO AND SUBSCRIBED before me this 5 day of May, 2004 by Reynaldo F. Mayor, Managing Member of Cypress Shadows Land Holdings, L.L.C., a Florida limited liability company, on behalf of the Company. He is personally known to me or has produced \_\_\_\_\_

\_\_\_\_\_  
(type of identification)

(SEAL)

  
\_\_\_\_\_  
(Notary Signature)



Ana A Mayol  
My Commission DD039344  
Expires July 04 2006

\_\_\_\_\_  
(Print, type or stamp name)

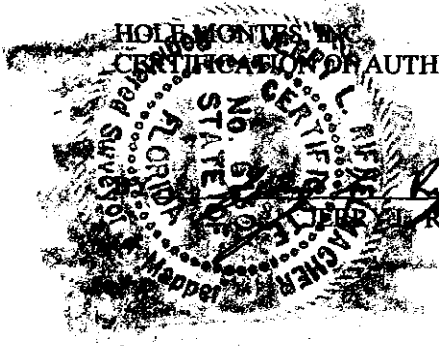
**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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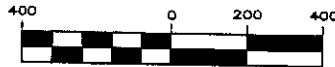
*Riffelmacher*  
P.S.M. #6130  
STATE OF FLORIDA

**Exhibit "A"**

Page \_\_\_\_ of \_\_\_\_



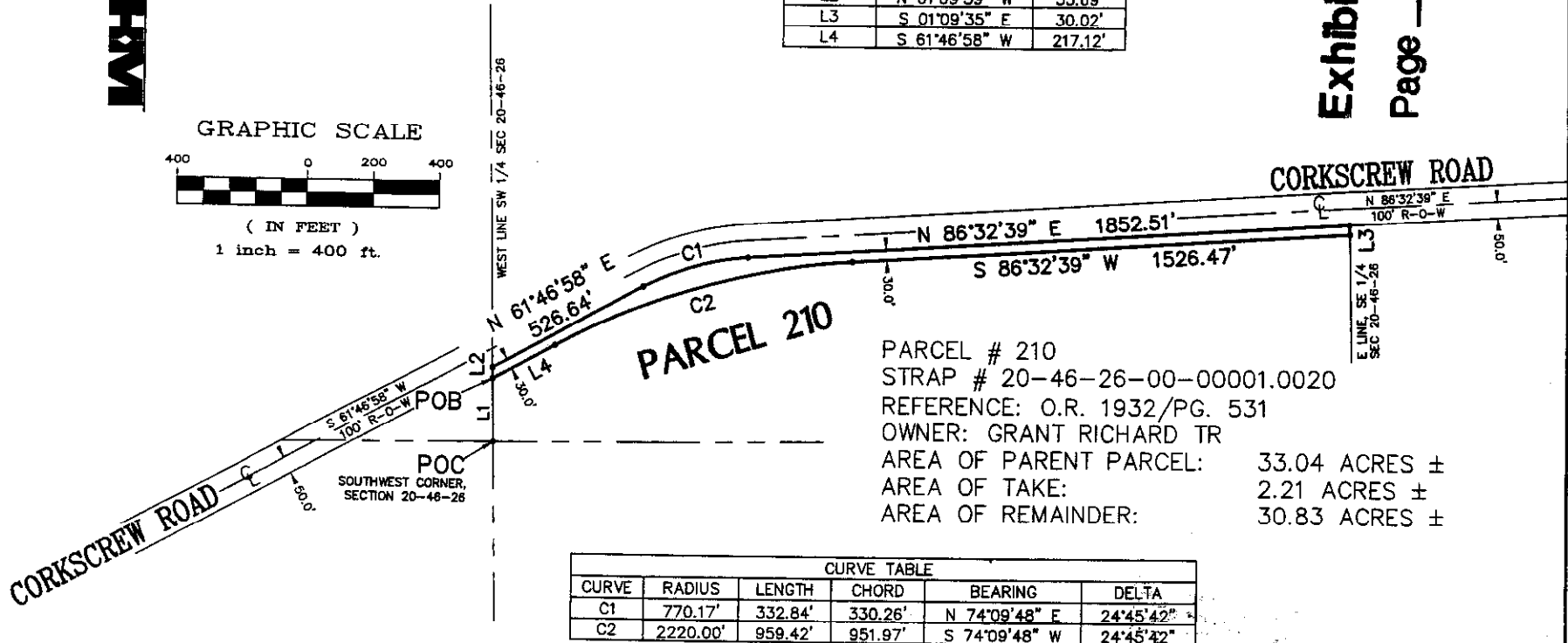
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Exhibit "A"  
Page \_\_\_ of \_\_\_



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LEGEND

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING

\* NOT A SURVEY \*

PARTY CHIEF:	DATE	<p>950 Encors Way Naples, FL. 34110 Phone: (941) 254-2000 Florida Certificate of Authorization No.1772</p>	<p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>	<p>SKETCH TO ACCOMPANY A LEGAL DESCRIPTION</p>	PROJECT NO.
DRAWN BY:	DATE				99.132
CHECKED BY:	DRAWING NO.				REFERENCE NO.
JLR	B-3904-1				S05W20

# First American Title Insurance Company

FATIC 213X  
ALTA Commitment (1982)

## SCHEDULE A

Issuing Office File No: **2004340**

1. Commitment Date: **May 26, 2004**
2. Policy (or Policies) to be issued:
  - (a) Owner's Policy (Identify policy type below) Policy Amount \$ **92,946.00** ✓  
ALTA Owners Policy (10-17-92)(with Florida Modifications)  
Proposed Insured: **Lee County, a Political Subdivision of the State of Florida**
  - (b) Loan Policy (Identify policy type below) Policy Amount \$ **0.00**  
ALTA Loan Policy (10-17-92)(with Florida Modifications)  
Proposed Insured:
  - (c) Other Policy (Identify policy type below) Policy Amount \$  
Proposed Insured:
3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by :  
**Cypress Shadow Development, L.L.C., a Florida Limited Liability Company** ✓
4. The land referred to in this Commitment is described as follows :  
**See Attached Schedule A (Continued)**

Loan Number:  
Issuing Office File No: 2004340

Duncan and Tardif, P.A.  
By: *Conni Collins*  
Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

# First American Title Insurance Company

## Schedule A (Continued)

Issuing Office File No.: **2004340**

A PARCEL OF LAND LYING IN THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LYING SOUTH OF CORKSCREW ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.01°09'59"W. /



# First American Title Insurance Company

FATIC 214X  
ALTA Commitment (1982)

## SCHEDULE B - SECTION 1 REQUIREMENTS

Issuing Office File No.: **2004340**

### The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured. ✓
2. Pay us the premiums, fees and charges for the policy. ✓
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable. ✓
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
  - a. Warranty Deed conveying the land from Cypress Shadow Development, L.L.C., a Florida Limited Liability Company to Lee County, a Political Subdivision of the State of Florida. In connection with said deed, we will further require:
    - 1) Production of a copy of the articles of organization and regulations, if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and regulations, and all amendments thereto, and that the limited liability company has not been dissolved; ✓
    - 2) That said deed shall be executed by all of the members, unless the articles of organization provides that the company shall be governed by managers; then said deed shall be executed by all of the managers, unless said articles of organization and regulations show no limitation on the authority of one member, or one manager, if applicable, to execute a conveyance; ✓
    - 3) Should any member or manager, if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf; ✓
    - 4) Certificate of Organization from the Secretary of State, showing the limited liability company to have been formed as of 12-31-03, together with proof as to the current status of said limited liability company; ✓
    - 5) Satisfactory evidence of compliance with all requirements regarding conveying company property contained in the articles of organization and regulations, if adopted; and ✓
    - 6) The Company reserves the right to make such further requirements as it deems necessary after review of any of the documentation required above.
  - b. Partial Release of Mortgage, releasing the land to be insured from encumbrance of the Mortgage from Cypress Shadow Development, L.L.C., a Florida limited liability company to Mellon United National Bank, recorded in Book 4161, Page 3403. - CM

# First American Title Insurance Company

5. Partial Release of Financing Statement from Cypress Shadow Development, L.L.C. to Mellon United National Bank recorded in Book 4161, Page 3418, as to the property described in Schedule "A" hereof. ✓ CM
6. Proof of payment of Lee County MSTBU, Corkscrew Road Study MSBU, Project No. 55. ✓ CM
7. Proof of payment of Lee County MSTBU, Corkscrew I MSBU, Project No. 61. ✓ CM
8. Proof of payment of Lee County MSTBU, Corkscrew II Const. MSBU, Project No. 66. ✓ CM
9. Proof of payment of Lee County MSTBU, Corkscrew Road Assessment District, Project No. 6.
10. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, and Water, Sewer and Trash Removal Charges, if any, have been paid. ✓ CM
11. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary. CM
12. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds. CM

# First American Title Insurance Company

FATIC 216X  
ALTA Commitment (1982)  
(with printed mineral exception)

## SCHEDULE B - SECTION 2 EXCEPTIONS

Issuing Office File No.: **2004340**

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights lease, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2004 and subsequent years, which are not yet due and payable.
8. Note: 2003 ad valorem taxes show PAID in the gross amount of \$6,331.98 for Tax Identification No. 20-46-26-00-00001.0020 (Strap number includes other lands).
9. Resolutions of Lee County for Corkscrew Road Service Area recorded in Book 2541, Page 1525, Book 2541, Page 1564 and Book 2541, Page 1599.
10. The subject property lies within the Corkscrew Road Special Improvement Municipal Service Benefit Unit District and is subject to the levying of special assessments thereof.
11. Oil, gas and mineral reservations as to an undivided one-half interest as contained in instrument recorded in Book 1213, Page 2023. The right of entry as to such rights has not been released; therefore, coverage afforded as to this exception under Item 3 (b) of Florida Form 9 Endorsement, if attached, is not available and is hereby deleted from said endorsement.

# 5-Year Sales History

Corkscrew Road/CRSA, Project No. 4723

Parcel 210/Cypress Shadow Development, L.L.C.  
STRAP No. 20-46-26-00-00001.0020

Grantor	Grantee	Price	Date	Arms Length Y/N
Richard Grant, solely as Trustee	Cypress Shadow Development, L.L.C.	\$5,800,000	12/24/03	Y*

\*The referenced transaction represents the sale of the entire parent tract.