

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

Blue Sheet No. 20020303

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$4,750.00 for Parcel 109-A, Cypress Lake Drive Widening, Project No. 4064, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize Chairman to execute Purchase Agreement if offer is accepted by Seller; Authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction and payment of all recording fees.

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

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

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 3

C6C

04-16-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE 73.125
- ORDINANCE
- ADMIN.
- OTHER *Res. Of Necessity 02-01-32, Blue Sheet No. 20011093*

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands*
- BY: *Karen L. W. Forsyth, Director*

7. BACKGROUND: Cypress Lake Drive Widening, Project No. 4064, will improve Cypress Lake Drive to an urban arterial with six lanes, raised median, landscaping, sidewalks, and utilities, from near Summerlin Road to Cypress Trace near US 41 in South Fort Myers. This property is a portion of Tract "D" Reflections Lakes subdivision, a paved private street along the south side of Cypress Lake Drive where it intersects with Reflections Parkway. The parcel also known as STRAP # 26-45-24-06-0000A.00CE, consists of approximately .043 acres with a highest and best use of mixed use residential in connection with the larger parcel of Reflection Lakes Subdivision.

F.S. §73.015, as amended, requires the County to submit a binding offer to the property owner prior to the initiation of condemnation proceedings. The property was appraised by J. Lee Norris, MAI, SRA, for \$4,750.00. The binding offer to the property owner, Reflection Lakes Master Association, Inc., a Florida Nonprofit corporation, is for the appraised value. Should the property owner agree to accept this offer, condemnation proceedings will not be required. If the property owner elects not to accept this offer, then condemnation proceedings may be commenced.

Staff recommends the Board approve the requested motion.

ATTACHMENTS:

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

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

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A	B	C	D	E	F				G
Department	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
Director					OA	OM	RISK	GC	
<i>Approved</i>	<i>N/A</i>	<i>N/A</i>	<i>AD 2/10/02</i>	<i>MAI</i>	<i>4/1/02</i>	<i>4/1/02</i>		<i>4/1/02</i>	<i>4/1/02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by *County*
Date: *3/28/02*
Time: *2:30 pm*
Recorded to:
Co. Admin
3/29/02 7:45

COMMISSION
3/27 9 AM
FORWARDED TO:
4/3 2:00

This document prepared by
County Lands Division
Project: Cypress Lake Drive Widening, Project No. 4064
Parcel: 109-A
STRAP No.: 26-45-24-06-0000A.00CE

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

THIS AGREEMENT for purchase and sale of real property is made this ___ day of _____, 20___ by and between Reflection Lakes Master Association, Inc., a Florida non-profit corporation, hereinafter referred to as SELLER, whose address is 123 NW 13th Street, Boca Raton, Florida 33432, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of .043 acres more or less, and located at Cypress Lake Drive, Fort Myers, Florida and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Cypress Lake Drive Widening, Project No. 4064, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Four Thousand Seven Hundred Fifty Dollars and No/100 (\$4,750.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$4,750, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

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

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

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

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

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

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

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

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER,

BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

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

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

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and

reasonable attorneys' fees resulting from contamination and remediation of the property.

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

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 90 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: Reflection Lakes Master Association, Inc.

By: _____

Printed Name

President

Title

CORPORATE SEAL

CHARLIE GREEN, CLERK

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

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit "A"

COUNTY PROJ. NO.

CN-97-01

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

PARCEL 109A

RIGHT OF WAY

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

Being more particularly described as follows:

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

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

Page 1 of 7

NOT A SURVEY

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

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

[Signature]
MICHAEL J. ZOLTA
REGISTERED SURVEYOR AND MAPPER
LICENSED BUSINESS #3114

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

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

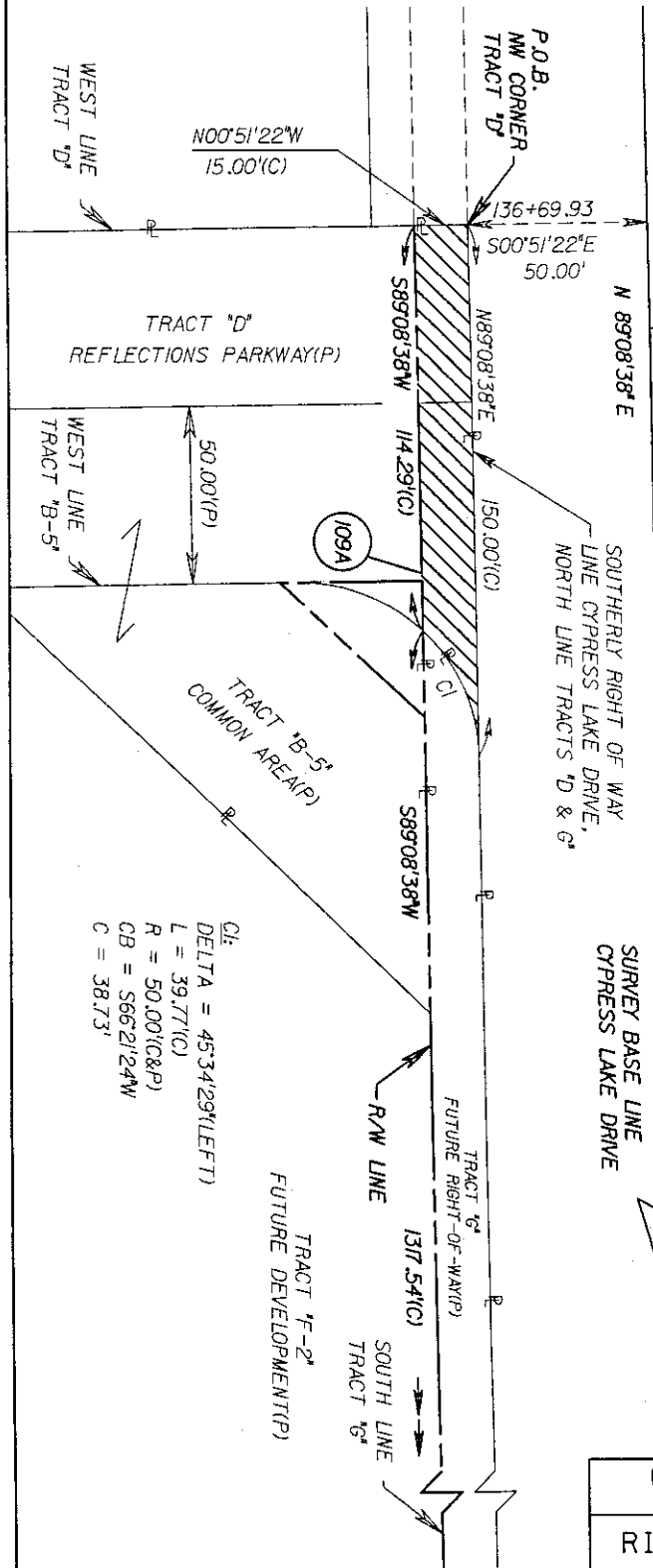
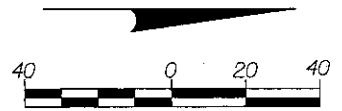
REVISION	BY	DATE

Exhibit "A"

SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01



137

139

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

CI:
DELTA = 45°34'29\"/>

Page 2 of 2

NOT A SURVEY

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

AIM ENGINEERING & SURVEYING, INC.
5300 LEE BLVD.
P.O. BOX 1295
LEHIGH ACRES
FLORIDA 33970
1-800-226-4569
FX1941/932-8734

REVISION	BY	DATE

Updated In House Title Search

Search No. 21905/D

Date: March 21, 2002

Parcel: 109-A

Project: Cypress Lake Drive
Widening, Project No. 4064

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

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

STRAP: 26-45-24-06-0000A.00CE

An update has been requested of In House Title Search No. 21905/D which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through March 10, 2002, at 5:00 p.m.

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

Reflection Lakes Master Association, Inc., a Florida non-profit corporation

by that certain instrument dated May 8, 2001, recorded May 25, 2001, in Official Record Book 3419, Page 4889, Public Records of Lee County, Florida.

Subject to:

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

Division of County Lands**Updated In House Title Search**

Search No. 21905/D

Date: March 21, 2002

Parcel: 109-A

Project: Cypress Lake Drive
Widening, Project No. 4064

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

Plat dedications (for information):

- All drainage easements are dedicated to Reflection Lakes Stormwater Drainage Areas and Mitigation Areas Joint Council, Inc.
- Conservation tracts C-1 through C-5 are dedicated to Reflection Lakes Stormwater Drainage Areas and Mitigation Areas Joint Council, Inc.
- Tracts L-1 through L-6 are dedicated to Reflection Lakes Stormwater Drainage Areas and Mitigation Areas Joint Council, Inc.

Updated In House Title Search

Search No. 21905/D

Date: March 21, 2002

Parcel: 109-A

Project: Cypress Lake Drive
Widening, Project No. 4064

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

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

Tax Status: Zero tax for this parcel.

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

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

Schedule X

Parcel 109-A

Project: Cypress Lake Drive Widening, No. 4064

Search No. 21905/D

PARCEL 109A

RIGHT OF WAY

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Being more particularly described as follows:

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

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

COUNTY PROJ. NO.
CN-97-01

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

PARCEL 109A

RIGHT OF WAY

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

NOT A SURVEY

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

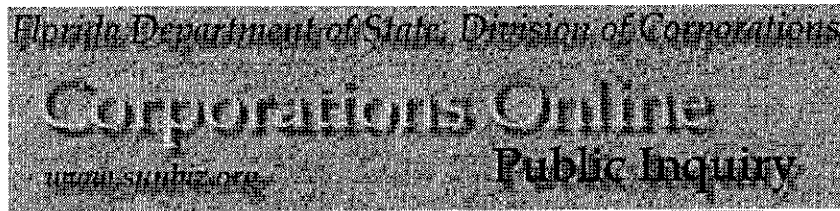
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

[Signature] 9/14/01
MICHAEL J. ZOLTER
REGISTERED SURVEYOR AND MAPPER
LICENSED BUSINESS #3114



REVISION	BY	DATE



Florida Non Profit

REFLECTION LAKES MASTER ASSOCIATION, INC.

PRINCIPAL ADDRESS

123 N.W. 13TH STREET
 SUITE 300
 BOCA RATON FL 33432
 Changed 04/25/2000

MAILING ADDRESS

123 N.W. 13TH STREET
 SUITE 300
 BOCA RATON FL 33432
 Changed 04/25/2000

Document Number
 N99000003167

FEI Number
 650961430

Date Filed
 05/21/1999

State
 FL

Status
 ACTIVE

Effective Date
 NONE

Last Event
 AMENDMENT

Event Date Filed
 08/11/1999

Event Effective Date
 NONE

Registered Agent

Name & Address
BROCK, HERBERT O JR. BECKER & POLIAKOFF, P.A. 13515 BELL TOWER DR - STE 101 FORT MYERS FL 33907
Name Changed: 02/15/2002
Address Changed: 02/15/2002

Officer/Director Detail

Name & Address	Title
COBB, DAVID 123 N.W. 13TH STREET BOCA RATON FL 33432	PD
KEY-BUXTON, WENDY 123 N.W. 13TH STREET BOCA RATON FL 33432	VD
COUGHLIN, JAY 123 N.W. 13TH STREET BOCA RATON FL 33432	STD

Annual Reports

Report Year	Filed Date	Intangible Tax
2000	04/25/2000	
2001	04/23/2001	

[Previous Filing](#)

[Return to List](#)

[Next Filing](#)

[View Events](#)
No Name History Information

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

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

[Corporations Inquiry](#)

[Corporations Help](#)

Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

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

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

November 27, 2001

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

Re: Strip Take
Parcel 109 A, Cypress Lake Drive
Widening Project Number 4064
Lee County, Florida

Dear Mr. O'Hare:

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

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

Parcel 109 A, the subject of this analysis, includes a total of 2,651 square feet and is a portion of a "larger parcel" as defined within the analysis.

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

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

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

FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$4,750.00).

Pursuant to the client's request no value for a temporary construction easement has been considered. Included within the above value estimate are minimal improvements with a contributory value of \$2,300.

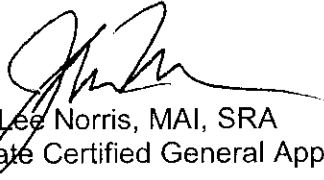
Mr. Michael J. O'Hare
November 27, 2001
Page 2

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

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

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.


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

JLN/lkm

5-Year Sales History

Parcel No. 109-A

CYPRESS LAKE DRIVE WIDENING

Project No. 4064

Grantor	Grantee	Price	Date	Arms Length Y/N
Engle Homes/ Southwest Florida, Inc.	Reflection Lakes Master Association, Inc.	0	5/8/01	N

NOTE: Developer deeded common areas to association.

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

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

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

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

SECTION ONE: USE, NECESSITY AND DESCRIPTION OF PROPERTY

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

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

SECTION TWO: AUTHORITY AND ESTATE

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

Resolution of Necessity

Page 2

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

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

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

ATTEST:

CHARLIE GREEN, CLERK

By: Michelle B. Leisner
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

[Signature]
Chairman

APPROVED AS TO FORM:

[Signature] JR
Office of County Attorney



COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

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

PARCEL 107

RIGHT OF WAY

Page 1 of 8

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

Being more particularly described as follows:

COMMENCE at the northwest corner of said Tract "D"; said point lying S 00°51'22" E, a distance of 50.00 feet from survey base line station 136+69.93 of Cypress Lake Drive (per Lee County Project Number CN-97-01, Contract Number III, Supplemental Task Authorization Number 18); thence along the north line of said Tracts "D" and "G" and the southerly right of way line of Cypress Lake Drive, N 89°08'38" E, a distance of 150.00 feet to the northeast corner of said Tract "D"; said point being the POINT OF BEGINNING; thence continuing along said north line, N 89°08'38" E, a distance of 1281.98 feet to the northeast corner of said Tract "G"; thence departing said north line and said southerly right of way line and along the east line of said Tract "G", S 00°15'56" E, a distance of 15.00 feet to the southeast corner of said Tract "G"; thence departing said east line and along the south line of said Tract "G", S 89°08'38" W, a distance of 1377.54 feet to the east line of said Tract "D", said point being the beginning of a curve concave southeasterly and having a radius of 50.00 feet; thence along the east line of said Tract "D" and said curve to the right an arc distance of 39.77 feet through a central angle of 45°34'29" with a chord bearing N 66°21'24" E and chord distance of 38.73 feet to the end of said curve and the POINT OF BEGINNING.

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

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION
LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY


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

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

CONTRACT No. 111 SHEET 1 OF 3

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

PREPARED BY
AIM ENGINEERING & SURVEYING, INC.

 9-14-01
MICHAEL J. JONES
REGISTERED SURVEYOR AND MAPPER
LICENSED BUSINESS #3114

AIM ENGINEERING & SURVEYING, INC.

5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
1-800-226-4869
FX:941/232-8784

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

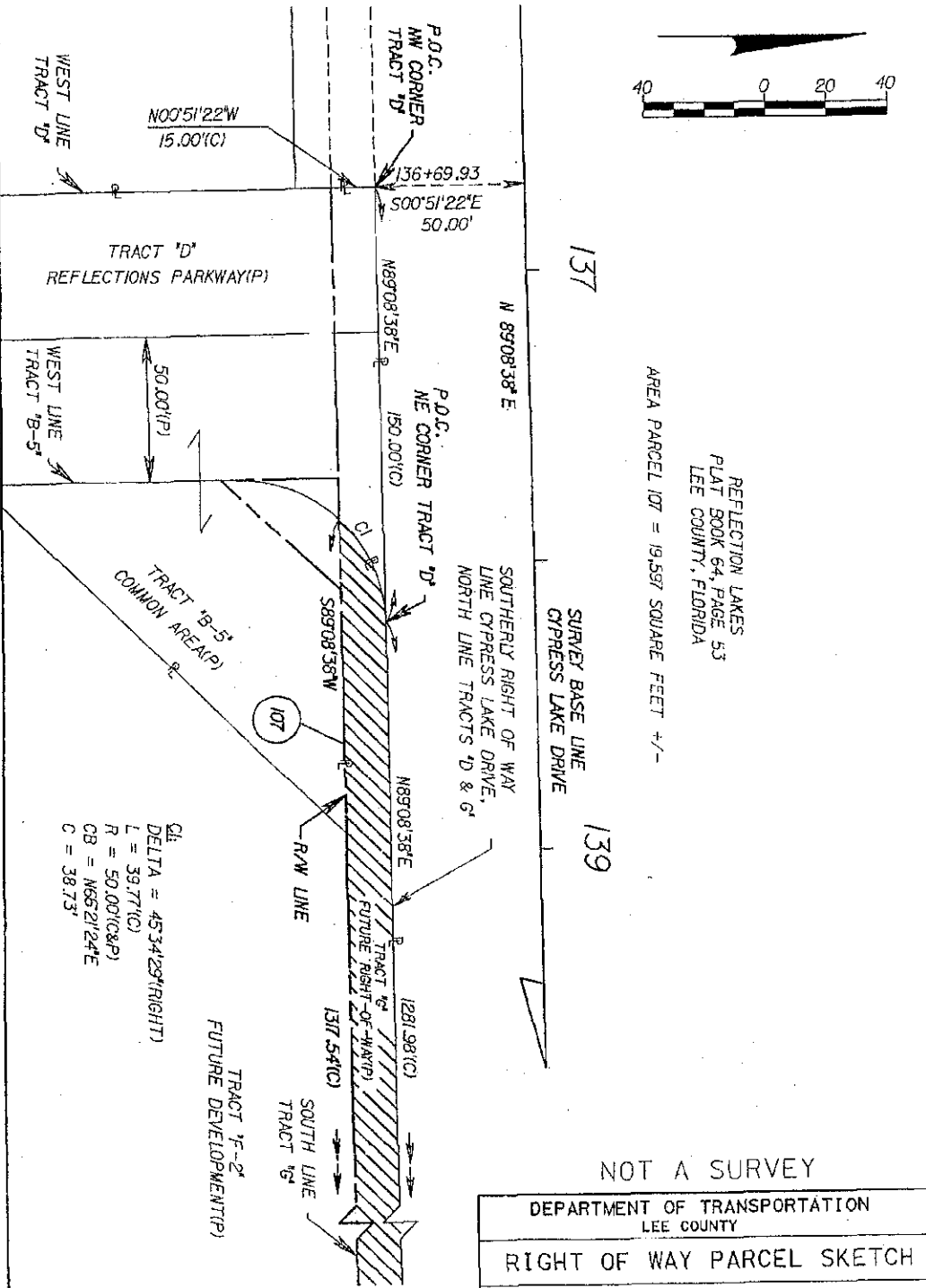
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 2 of 8



REFLECTION LAKES
PLAT BOOK 64, PAGE 53
LEE COUNTY, FLORIDA
AREA PARCEL 107 = 19,587 SQUARE FEET +/-

CL
DELTA = 45.3423(RIGHT)
L = 39.77(C)
R = 50.00(C&P)
CB = N66.21°24'E
C = 38.73'

NOT A SURVEY

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

SEE SHEET 3

AIM ENGINEERING & SURVEYING, INC.
5300 LEE BLVD.
P.O. BOX 1225
LEHIGH ACRES
FLORIDA 33970
1-800-226-4559
FX1041/332-8784

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

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

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

Page 4 of 8

PARCEL 108

RIGHT OF WAY

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

Being more particularly described as follows:

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

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

NOT A SURVEY

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

PREPARED BY: AEM ENGINEERING & SURVEYING, INC.

MICHAEL J. ZOLTEK REGISTERED SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 5751 LICENSED BUSINESS #9114



ADDED BY	WALL TO	SKETCH	DKT	10-22-01
----------	---------	--------	-----	----------

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

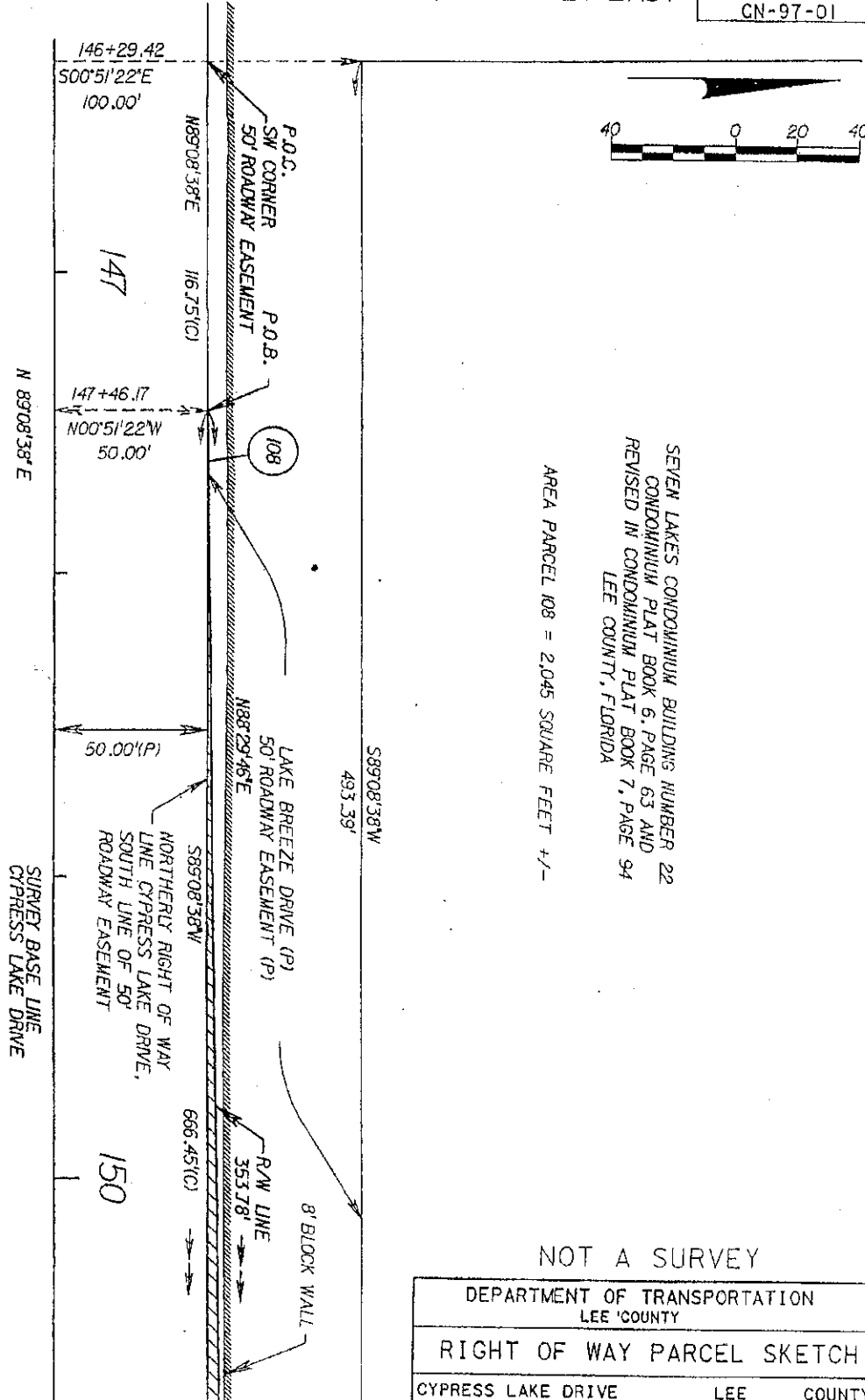
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 5 of 8



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

N 89°08'38" E

SURVEY BASE LINE
 CYPRESS LAKE DRIVE

147

150

108

NOT A SURVEY

DEPARTMENT OF TRANSPORTATION
 LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM				
FINAL				
CHECKED				

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

SEE SHEET 3

ADM ENGINEERING & SURVEYING, INC.
 5300 LEE BLYD.
 P.O. BOX 1298
 LEHIGH ACRES
 FLORIDA 33970
 1-800-226-4569
 PHONE (904) 870-1111

ADDED A WALL TO SKETCH	DWT	10-22-01
DEVELOPER	BY	DATE

CONTRACT No. 111 SHEET 2 OF 3

SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 6 of 8

SEE SHEET 2

SURVEY BASE LINE
CYPRESS LAKE DRIVE

151

N 89°08'38"E

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

S89°08'38"W

N89°08'38"E

266.87'(C)

666.45'(C)

N87°52'11"E

71.56'(C)

LAKE BREEZE DRIVE (P)
50' ROADWAY EASEMENT (P)

R/W LINE

8' BLOCK WALL

108

N89°08'38"E

254.38'

DELTA = 00°48'49"

L = 25.41'(C)

R = 1860.00'(C)

CB = 57°55'12"W

CD = 25.41'

NOT INCLUDED IN PLATS

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

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

SEVEN LAKES CONDOMINIUM
BUILDING NUMBER 23



NOT A SURVEY

DEPARTMENT OF TRANSPORTATION
LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY

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

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

AIM ENGINEERING & SURVEYING, INC.
3300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
1-800-226-4569
FX-041/332-8734

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

CONTRACT No. 111

SHEET 3 OF 3

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 7 of 8

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

PARCEL 109A

RIGHT OF WAY

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

Being more particularly described as follows:

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

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

NOT A SURVEY

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

PREPARED BY:
ATM ENGINEERING & SURVEYING, INC.

MICHAEL A. ZOLTA
REGISTERED SURVEYOR AND MAPPER

LICENSED BUSINESS #114

ATM ENGINEERING & SURVEYING, INC.

5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
1-800-286-4569
FX:941/332-8734

DEPARTMENT OF TRANSPORTATION
LEE COUNTY

RIGHT OF WAY PARCEL SKETCH

CYPRESS LAKE DRIVE LEE COUNTY

	BY	DATE	APPROVED BY	DATE
PRELIM	DKT	9-12-01		
FINAL	DKT	9-12-01		
CHECKED	M/JZ	9-12-01		

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

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

CONTRACT No. III SHEET 1 OF 2

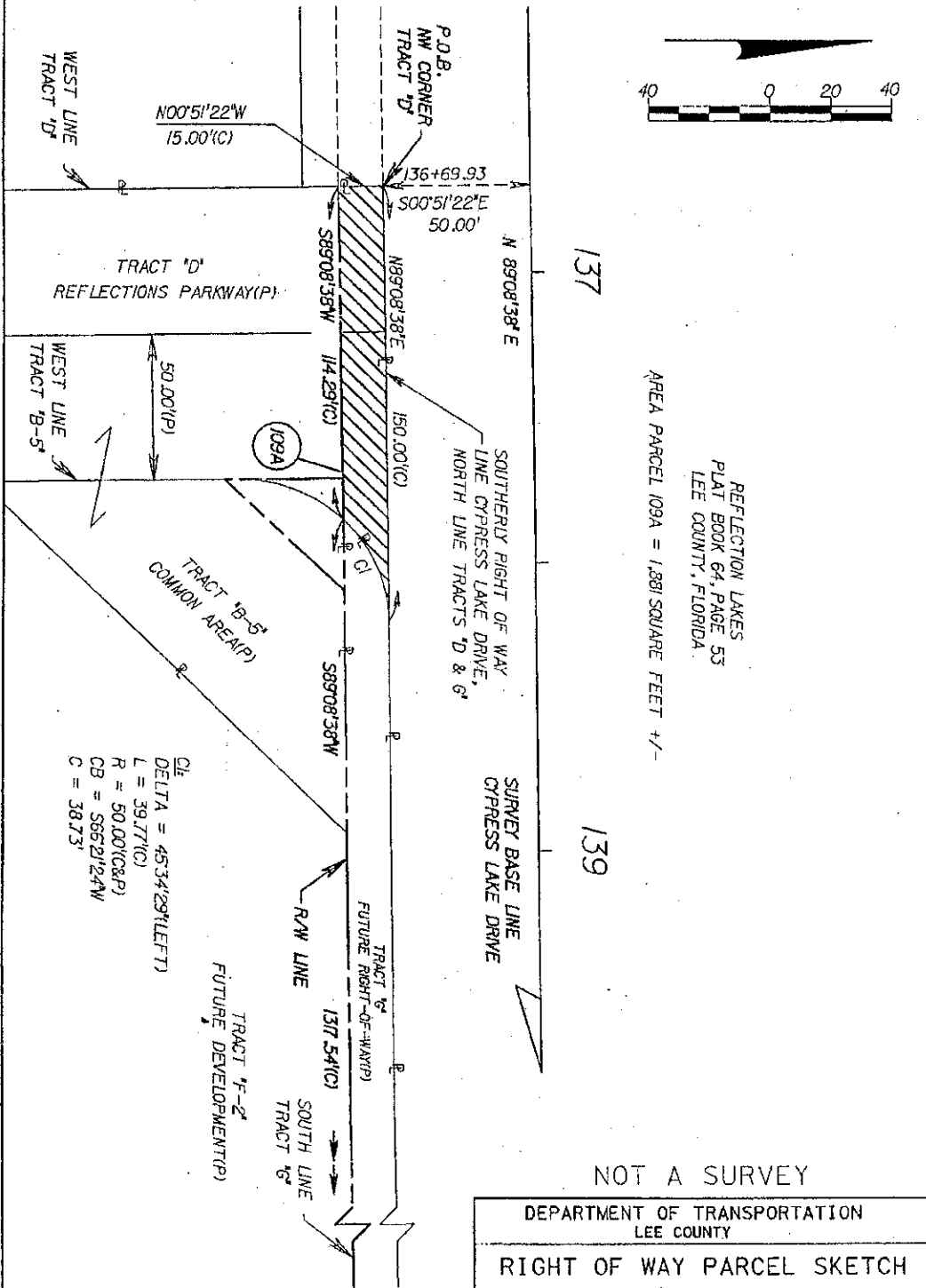
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 24 EAST

COUNTY PROJ. NO.

CN-97-01

Exhibit "A"

Page 8 of 8



137

139

NOT A SURVEY

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

ATM ENGINEERING & SURVEYING, INC.
 5900 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 1-800-226-4569
 FAX: 941/232-8784

REVISION	BY	DATE