ZONING DIVISION
LEE COUNTY
PLANNED DEVELOPMENT SUFFICIENCY REVIEW
TRANSMITTAL SHEET

TO: Distribution
John Fredyma, Asst County Attorney
DS Reviewer - Susan L Hollingsworth
Marcus Evans, TIS Reviewer
Mikki Rozdolski, Planning
Beth Workman, Environmental Sciences
Lili Wu, LCDOT
Dawn Huff, Lee County School District
Sam Lee, Natural Resources
Chick Jakacki, Zoning
Mike Pavese, Public Works
Pam Houck, Zoning Director

FROM: Alvin Block, AICP

DATE: 06/01/2016

*** REVIEWERS - remember permit plan checklists should now be used.**

PROJECT NAME: BLASINGIM ROAD RPD

CASE #: DCI2016-00011

INFORMATION SUMMARY:

NEW SUBMITTAL

To update your file
_X_ Review and forward sufficiency questions or make finding of sufficiency

RESPONSE REQUIRED BY: 06/17/2016

Additional Comments:

(DCI) Lee County LDC Section 34-373(d)(1).
Sufficiency and Completeness
No hearing will be scheduled for an application for a Planned Development until the application has been found sufficient. All applications for Planned Developments will be deemed sufficient unless a letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of submittal of the application. All amended applications will be deemed sufficient unless a subsequent letter advising the applicant of any insufficiencies has been mailed within fifteen (15) working days of the date of the resubmittal. The contents of insufficiency letters will be limited to brief explanations of the manner in which insufficient applications do not comply with the formal requirements
in Section 34-373.

cc: DCI planner/working file
DCI Zone File

Distributed by: Tracy L Toussaint

Date: 06/02/2016

APPLICATION FOR PLANNED DEVELOPMENT PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: Blasingim Road RPD

Request: Rezone from: AG-2 To: RPD

Type: ☒ Major PD ☐ Minor PD ☐ DRI w/Rezoning ☐ PRFPD
☐ Major PD Amendment ☐ Minor PD Amendment

Summary of Project:

Request to rezone 24.11 acres from AG-2 to to RPD to allow the development of 120 single family and two-family attached units with a maximum height of 35 feet.

PART 1
APPLICANT/AGENT INFORMATION

A. Name of Applicant: Blasingim Road Property, LLC
Address: 4954 Royal Gulf Circle
City, State, Zip: Fort Myers, FL 33966
Phone Number: 239- 425-8662
E-mail Address: ncameratta@camerattacompanies.com

B. Relationship of Applicant to owner (check one) and provide Affidavit of Authorization form:

☒ Applicant is the sole owner of the property. **[34-201(a)(1)a.1.]**

☐ Applicant has been authorized by the owner(s) to represent them for this action. **[34-202(b)(1)b. & c.]**

☐ Application is County initiated. Attach BOCC authorization.

C. Authorized Agent: (If different than applicant) Name of the person who is to receive all County-initiated correspondence regarding this application. [34-202(b)(1)c.]

1. Company Name: Barraco and Associates, Inc.
Contact Person: Jennifer Sapen
Address: 2271 McGregor Blvd., Suite 100
City, State, Zip: Fort Myers, FL 33901
Phone Number: 239-461-3170 Email: JenniferS@Barraco.net

2. **Additional Agent(s):** Provide the names of other agents that the County may contact concerning this application. **[34-202(b)(1)c.]**

LEE COUNTY COMMUNITY DEVELOPMENT
PO BOX 398 (1500 MONROE STREET), FORT MYERS, FL 33902
PHONE (239) 533-8585

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

PART 2
PROPERTY OWNERSHIP

A. Property owner(s): If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-201; 34-204]

Name: Nicholas R. Cameratta and Blasingim Road Property, LLC

Address: 4954 Royal Gulf Circle

City, State, Zip: Fort Myers, FL 33966

Phone Number: 239-425-8662 Email: ncameratta@camerattacompanies.com

B. Disclosure of Interest [34-201; 34-204]:

☒ Attach Disclosure of Interest Form. **[34-201; 34-204]**

C. Multiple parcels:

☒ Property owners list. **[34-202(a)(5)]**

☒ Property owners map. **[34-202(a)(5)]**

D. Certification of Title and Encumbrances [34-202(a)(3)]

1. Title certification document, no greater than 90 days old. **[34-202(a)(3)]**
2. Date property was acquired by present owner(s): 3/27/14 and 5-18-16

PART 3
PROPERTY INFORMATION

A. STRAP Number(s): [Attach extra sheets if additional space is needed.]

See Attached.

B. Street Address of Property: 7030 Penzance Blvd

C. Legal Description (must submit) [34-202(a)(1)]:

☒ Legal description (metes and bounds) (8½"x11") and sealed sketch of the legal description.

OR

☐ Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)

AND

Boundary Survey [34-202(a)(2); 34-373(a)(4)a.]:

☒ A Boundary survey, tied to the state plane coordinate system.

OR

☐ Not required if the property is located within a subdivision platted per F.S. Chapter 177.

D. Surrounding property owners (within 500 feet of the perimeter of the subject parcel or portion thereof that is subject of the request):

1. ☒ List of surrounding property owners. **[34-202(a)(6)]**
2. ☒ Map of surrounding property owners. **[34-202(a)(7)]**
3. ☒ One set of mailing labels. **[34-202(a)(6)]**

Note: When the case is found complete/ sufficient, a new list and mailing labels must be submitted.

E. Current Zoning of Property: AG-2

☐ Provide a list of all Zoning Resolutions and Zoning Approvals applicable to the subject property. **[34-202(a)(8)]**

F. Use(s) of Property [34-202(a)(8)]:

1. Current uses of property are: Vacant / Agricultural / Residential
2. Intended uses of property are: Residential Planned Development

G. Future Land Use Classification (Lee Plan) [34-202(a)(8)]:

Central Urban	24.11	Acres	100	% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions [34-202(a)(8)]:

1.	Width (average if irregular parcel):	628	Feet	
2.	Depth (average if irregular parcel):	2,027	Feet	
3.	Total area:	24.11	Acres or square feet	
4.	Frontage on road or street:	329	Feet on	Penzance Blvd
	2nd Frontage on road or street:	1,294	Feet on	Blasingim Rd
	3rd Frontage on road or street:		Feet on	

I. Planning Communities/Community Plan Area Requirements: If located in one of the following planning communities/community plan areas, provide a meeting summary document of the required public informational session. **[34-202(a)(10)]**

- ☒ Not Applicable
- ☐ Estero Planning Community. **[33-54(a)&(b); Lee Plan Policy 19.5.3]**
- ☐ Captiva Planning Community (Captiva Island). **[33-1612(a)&(b); Lee Plan Policy 13.1.7]**
- ☐ North (Upper) Captiva Community Plan area. **[33-1711]**
- ☐ Boca Grande Planning Community. **[Lee Plan Policy 22.1.5]**
- ☐ Caloosahatchee Shores Community Plan area. **[33-1482(a)&(b); Lee Plan Policy 21.6.3]**
- ☐ Page Park Community Plan area. **[33-1203(a) & (b); Lee Plan Policy 27.11.2]**
- ☐ Palm Beach Boulevard Community Plan area. **[Lee Plan Policy 23.5.2]**
- ☐ Buckingham Planning Community. **[Lee Plan Policy 17.7.2]**
- ☐ Pine Island Planning Community. **[33-1004(a) & (b); Lee Plan Policy 14.7.1]**
- ☐ Lehigh Acres Planning Community. **[33-1401(a)&(b); Lee Plan Policy 32.12.2]**
- ☐ North Fort Myers Planning Community. **[33-1532(a)&(b)]**
- ☐ North Olga Community Plan area. **[33-1663(a)&(b)]**

J. Waivers from Application Submission Requirements: Attach waivers, if any, approved by the Director of Zoning. **[34-202(a)]**

PART 4
TYPES OF LAND AREA ON PROPERTY

A.	**Gross Acres (total area within described parcel)**				**24.11**	**Acres**
1.	Submerged land subject to tidal influence				Acres	
2.	**a.** Preserved freshwater wetlands	0	Acres			
	b. Impacted wetlands	0.76	Acres			
	c. Preserved saltwater wetlands		Acres			
	d. Total wetlands (A.2.a. plus A.2.b. plus A.2.c.)			0.76	Acres	
3.	R-O-W providing access to non-residential uses				Acres	
4.	Non-residential use areas (1) (2)				Acres	
B.	**Total area not eligible as gross residential acreage** (Items A.1. + A.3. + A.4.).					**Acres**
C.	**Gross residential acres. (A minus B)** (3)				**23.35**	**Acres**
D.	**Gross residential acres (by Land Use Category)**					
1.	**a.** Intensive Development – upland				Acres	
	b. Intensive Development – preserved freshwater wetlands				Acres	
	c. Intensive Development – impacted wetlands				Acres	
2.	**a.** Central Urban – upland			23.35	Acres	
	b. Central Urban – preserved freshwater wetlands			0	Acres	
	c. Central Urban – impacted wetlands			0.76	Acres	
3.	**a.** Urban Community or Suburban – upland				Acres	
	b. Urban Community or Suburban – preserved freshwater wetlands				Acres	
	c. Urban Community or Suburban – impacted wetlands				Acres	

4.	**a.**	Suburban – upland		Acres
	b.	Suburban – preserved freshwater wetlands		Acres
	c.	Suburban – impacted wetlands		Acres
5.	**a.**	Outlying Suburban – upland		Acres
	b.	Outlying Suburban – preserved freshwater wetlands		Acres
	c.	Outlying Suburban – impacted wetlands		Acres
6.	**a.**	Sub-Outlying Suburban – upland		Acres
	b.	Sub-Outlying Suburban – preserved freshwater wetlands		Acres
	c.	Sub-Outlying Suburban – impacted wetlands		Acres
7.	**a.**	Rural, Outer Island, Rural Community Preserve – upland		Acres
	b.	Rural, Outer Island, Rural Community Preserve – wetlands		Acres
8.	**a.**	Open Lands – upland		Acres
	b.	Open Lands – wetlands		Acres
9.	**a.**	Resource – upland		Acres
	b.	Resource – wetlands		Acres
10.	**a.**	Wetlands		Acres
11.	**a.**	New Community – upland		Acres
	b.	New Community – wetlands		Acres
12.	**a.**	University Community – upland		Acres
	b.	University Community – wetlands		Acres
13.	**a.**	Coastal Rural – upland		Acres
	b.	Coastal Rural – wetlands		Acres
		TOTAL (should equal "C" above)	**24.11**	**Acres**

Notes:

(1) Lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses must not be included except within the Mixed Use Overlay {see Note (2) below}.

(2) Within the Mixed Use Overlay, lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses may be included in density calculations {see Lee Plan Objective 4.3}.

(3) Lands to be used for residential uses including land within the development proposed to be used for streets & street rights of way, utility rights-of-way, public & private parks, recreation & open space, schools, community centers, & facilities such as police, fire & emergency services, sewage & water, drainage, and existing man-made waterbodies.

PART 5
RESIDENTIAL DEVELOPMENT - PRELIMINARY DENSITY CALCULATIONS

i. Complete only if living units are proposed in a Future Land Use Category.

ii. If more than one classification, calculations for each classification must be submitted. Attach extra sheets as necessary.

iii. If wetlands are located on the property, density calculations are considered preliminary pending a wetlands jurisdictional determination.

A. Future Land Use Category: Central Urban

		Lee Plan Table 1(a) Max. standard density		Units
1.	**Standard Units**			
a.	Total upland acres (from Part 4, D.)	23.35	X 10 equals	233.5
b.	Total preserved freshwater wetlands acres (from Part 4, D.)		x ____ equals	
c.	Total impacted wetlands acres (from Part 4, D.)	0.76	x 1/20 equals	0.04
d.	**Total Allowed Standard Units** (1)			
2.	**Bonus Units** (2) (3)			
a.	Low-moderate-housing density			
b.	TDR units			
c.	Sub-total			
3.	**Total Permitted Units** (1)			**233**

(see notes on next page)

Notes:
(1) Subject to revision if wetlands jurisdictional determination indicates a different acreage of wetlands.
(2) If low-moderate housing density credits or Transfer of Development Rights (TDRs) credits are included, attach the calculations and approvals hereto.
(3) In Intensive Development, Central Urban, and Urban Community categories only.

PART 6
COMMERCIAL, INDUSTRIAL, MINING, ASSISTED LIVING FACILITIES, HOTELS & MOTELS PRELIMINARY INTENSITY CALCUATIONS

		Height	Total Floor Area (Square Feet)
A.	**Commercial**		
1.	Medical	N/A	N/A
2.	General Office	N/A	N/A
3.	Retail	N/A	N/A
4.	Other: _____	N/A	N/A
5.	**TOTAL FLOOR AREA**		N/A

		Height	Total Floor Area (Square Feet)
B.	**Industrial**		
1.	Under Roof	N/A	N/A
2.	Not Under Roof	N/A	N/A
3.	**TOTAL FLOOR AREA**		N/A

		Depth	Total Acres
C.	**Mining**		
1.	Area to be excavated	N/A	N/A

		Height	Total Beds/Units
D.	**Assisted Living Facilities**		
1.	Dependent Living Units	N/A	N/A
2.	Independent Living Units	N/A	N/A
3.	**TOTAL BEDS/UNITS**		N/A

		Height	Total Rental Units
E.	**Hotels/Motels (Room Size)**		
1.	< 425 sq. ft.	N/A	N/A
2.	426-725 sq. ft.	N/A	N/A
3.	725 < sq. ft.	N/A	N/A
4.	**TOTAL UNITS**		N/A

PART 7
ACTION REQUESTED

A. Request Statement: Provide a single narrative explaining the nature of the request and how the property qualifies for the rezoning to a planned development. This narrative should include how the proposed development complies with the Lee Plan and the Land Development code. This narrative may be utilized by the board of County Commissioners, Hearing Examiner and staff in establishing a factual basis for the granting or denial of the rezoning. **[34-373(a)(5)]**

B. Traffic Impact Statement. A traffic impact statement in a format and to the degree of detail required by the County and in conformance with the adopted Lee County Administrative Code. TIS is not required for an existing development. **[34-373(a)(7)]**

C. Master Concept Plan:

1. **Master Concept Plan, Non-PRFPD:** A graphic illustration (Master Concept Plan) of the proposed development, showing and identifying the information required by LCLDC Section 34-373(a)(6)a. Copies of the Master Concept Plan must be provided in two sizes, 24"x36" and 11"x17", and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. In addition to the Master Concept Plan, an open space design plan delineating the indigenous preserves and/or native tree preservation areas as required by LDC Section 10-415(b) must be submitted. **[34-373(a)(6)]**

2. **Schedule of Uses:** A schedule of uses keyed to the Master Concept Plan as well as a summary for the entire property including the information required by LCLDC Section 34-373(a)(8)]. **[34-373(a)(8)]**

3. **Schedule of Deviations and Written Justification:** A schedule of deviations and a written justification for each deviation requested as part of the Master Concept Plan accompanied by documentation including sample detail drawings illustrating how each deviation would enhance the achievement of the objectives of the planned development and will not cause a detriment to public interests. The location of each requested deviation must be located/shown on the Master Concept Plan. **[34-373(a)(9)]**

PART 8
ENVIRONMENTAL REQUIREMENTS

A. Topography: *Describe the range of surface elevations of the property. Attach a county topographic map (if available) or a USGS quadrangle map showing the subject property.* ***[34-373(a)(4)d.iv.]***

Please see topographic map prepared by Barraco and Associates, Inc.

B. Sensitive Lands: *Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the LEE Plan Section XII), flow-ways, creek beds, sand dunes, other unique land forms [see LEE Plan Policy 77.1.1 (2)] or listed species occupied habitat [see LCLDC Section 10-473].*

Vegetation mapping for the Project was conducted using January through February 2015 Lee County rectified color aerials (Scale: 1" = 100'). Groundtruthing to map the vegetative communities was initially conducted on July 7, 2015 and updated on February 22, 2016 utilizing the Florida Land Use, Cover and Forms Classification System (FLUCFCS) Levels III and IV (Florida Department of Transportation 1999). The property consists of Residential, Low Density (FLUCFCS Code 110); Improved Pasture (FLUCFCS Code 211); Woodland Pasture (FLUCFCS Code 213); Low Pasture (FLUCFCS Code 262); Hardwood/Conifer Mixed, Disturbed (0-24% Exotics) (FLUCFCS Code 4349 E1); Hardwood/Conifer Mixed, Disturbed (25-49% Exotics) (FLUCFCS Code 4349 E2); Ditch (FLUCFCS Code 514); Cattle Pond (FLUCFCS Code 525); Spoil Areas (FLUCFCS Code 743); and Berm (FLUCFCS Code 747). The FLUCFCS and Wetlands Map is provided as Sheet 1. According to the FLUCFCS and Wetlands Map, there are 0.76± acres of South Florida Water Management District (SFWMD) wetlands and 1.80± acres of "other surface waters" (OSWs) on the property.

A Lee County protected species survey was conducted on the property on July 7, 2015 and February 22, 2016. One Lee County protected species was documented during the surveys, the little blue heron (*Egretta caerulea*). The little blue heron is listed as a species of special concern by the Florida Fish and Wildlife Conservation Commission (FWCC). Although not listed as a protected species by Lee County, one white ibis (*Eudocimus albus*) and seven cardinal airplants (*Tillandsia fasciculata*) were observed within the Project site during the surveys. The white ibis is listed as a species of special concern by the FWCC. The cardinal airplant is listed as endangered by the Florida Department of Agriculture and Consumer Services. Please refer to Appendix A in the attached Protected Species Survey report for the locations of protected species observed.

C. Preservation/Conservation of Natural Features: *Describe how the lands listed in PART 8.B. above will be protected by the completed project:*

Approximately 0.20 acre of upland habitat consisting of 0.10 acre of Hardwood/Conifer Mixed, Disturbed (0-24% Exotics) (FLUCFCS Code 4349 E1) and 0.10 acre of Hardwood/Conifer Mixed, Disturbed (25-49% Exotics) (FLUCFCS Code 4349 E2) will be preserved. The preserved uplands will be enhanced by the removal of exotic vegetation. The preserve areas will be maintained free of exotic vegetation in perpetuity.

D. Shoreline Stabilization: *If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:*

Not applicable.

E. ***Soils Map:*** *Attach maps drawn at the same scale as the Master Concept Plan marked or overprinted to show the soils classified in accordance with the USDA/SCS System.* ***[34-373(a)(4)b.i.]***

A soils map is attached as Sheet 2.

F. ***FLUCCS Map:*** *A Florida Land Use, Cover and Classification System (FLUCCS) map, at the same scale as the Master Concept Plan, prepared by an environmental consultant. The FLUCCS map must clearly delineate any Federal and State jurisdictional wetlands and other surface waters, including the total acreage of Federal and State wetlands.* ***[34-373(a)(4)c.]***

A FLUCFCS and Wetlands Map is attached as Sheet 1. There are 0.76± acre of SFWMD wetlands and 1.80± acres of SFWMD OSWs on the property.

G. ***Rare & Unique Upland Habitat Map:*** *Maps drawn at the same scale as the Master Concept Plan marked or overprinted to show significant areas of rare and unique upland habitat as defined in the LEE Plan Section XII.* ***[34-373(a)(4)b.iii.]***

There is no rare and unique upland habitat on the Project site.

H. ***Existing and Historic Flow-Ways Map:*** *Map(s) drawn at the same scale as the master concept plan marked or overprinted to show existing and historic flow-ways.* ***[34-373(a)(4)b.v.]***

Not applicable.

PART 9
SANITARY SEWER & POTABLE WATER FACILITIES

A. **Special Effluent:** If the discharge of any special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:
N/A

B. **Private On-Site Facilities:** If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including:

1. Method and degree of treatment:
   N/A
2. Quality of the effluent:
3. Expected life of the facility:
4. Who will operate and maintain the internal collection and treatment facilities:
5. Receiving bodies or other means of effluent disposal:

C. **Spray Irrigation:** If spray irrigation will be used, specify:

1. The location and approximate area of the spray fields:
   N/A
2. Current water table conditions:
3. Proposed rate of application:

4. Back-up system capacity:

PART 10
ADDITIONAL REQUIREMENTS

A. Major Planned Developments:

1. **Surface Water Management Plan.** A written description of the surface water management plan as required by LCLDC Section 34-373(b)(1). **[34-373(b)(1)]**
2. **Phasing Program.** If the development is to be constructed in phases or if the Traffic Impact Statement utilized phasing, then a description of the phasing program must be submitted. **[34-373(b)(3)]**
3. **Protected Species Survey.** A protected species survey is required for large developments (as defined in LCLDC Section 10-1) as specified in LCLDC Section 10-473. **[34-373(b)(2)]**

B. Amendments to Built Planned Developments: The consent of the owners of the remainder of the original planned development is not required, but these owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property. Attach proof of notice to other property. **[34-373(c)]**

C. Development of Regional Impact: Binding letter of interpretation from DCA or a complete and sufficient ADA. (See also Application for Public Hearing for DRI Form.) **[34-373(d)(2)]**

D. Private Recreational Facility Planned Developments (PRFPDs):

1. **Master Concept Plan, PRFPD.** Master Concept Plan showing and identifying information required by LDC Section 34-941(g)(1). Copies of the Master Concept Plan must be provided in two sizes, 24"x36" and 11"x17", and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. **[34-941(g)]**
2. **Conceptual Surface Water Management Plan.** A Conceptual Surface Water Management Plan must be submitted. The plan must be viable and take into consideration any natural flowway corridors, cypress heads, natural lakes, and the restoration of impacted natural flowway corridors. **[34-941(d)(3)b.i.1)]**
3. **Well Drawdown Information.** If within an area identified as an anticipated drawdown area for existing or future well development, demonstration of compliance with LCLDC Section 34-941(d)(3)d.i & ii. must be provided. **[34-941(d)(3)d.]**
4. **Preliminary Indigenous Restoration Plan.** A Preliminary Indigenous Restoration Plan must be provided if on-site indigenous restoration is being used to meet the indigenous native plant community preservation requirement. **[34-941(e)(5)f.iii.]**
5. **Environmental Assessment.** An Environmental Assessment must be provided which includes, at a minimum, an analysis of the environment, historical and natural resources. **[34-941(g)(2)]**
6. **Demonstration of Compatibility.** Written statements concerning how the applicant will assure the compatibility of the proposed development with nearby land uses (by addressing such things as noise, odor, lighting and visual impacts), and the adequate provision of drainage, fire and safety, transportation, sewage disposal and solid waste disposal must be provided. **[34-941(g)(4)]**

E. Potable Water & Central Sewer. Will the project be connected to potable water and central sewer as part of any development of the property?

☒ **YES** (Provide a letter from the appropriate Utility to which the connection(s) are proposed confirming availability of service.) **[34-202(b)(8)]**

☐ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) **[34-202(b)(8)]**

F. Existing Agricultural Use: If the property owner intends to continue an existing agricultural use on the property subsequent to the zoning approval, an Existing Agricultural Use Affidavit must be provided. Entitle as "Existing Agricultural Uses at Time of Zoning Application." **[34-202(b)(7)]**

G. Flood Hazard: [34-202(a)(8)]

- ☒ Not applicable
- ☐ The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.
- ☐ The minimum elevation required for the first habitable floor is _____ NAVD (MSL)

H. Excavations/Blasting: [34-202(b)(6)]

- ☒ No blasting will be used in the excavation of lakes or other site elements.
- ☐ If blasting is proposed, provide Information Regarding Proposed Blasting (including soil borings, a map indicating the location of the proposed blasting, and other required information).

I. Bonus Density: [34-202(b)(5)]

- ☒ Not Applicable
- ☐ Bonus density will be used. Provide a copy of the Bonus Density application showing calculations.

J. Hazardous Materials Emergency Plan for Port Facilities: [34-202(b)(4)]

- ☒ Not Applicable
- ☐ Provide a Hazardous materials emergency plan.

K. Mobile Home Park: [34-203(d)]

- ☒ Not Applicable
- ☐ Request includes rezoning of a Mobile Home Park. Provide facts related to the relocation of dislocated owners that meets the requirements of F.S. § 723.083 (1995).

L. Airport Zones & Lee County Port Authority (LCPA) Requirements:

- ☒ Not Applicable
- ☐ Property is located within Zone C Airport Noise Zone: **[34-1004]**
- ☐ Property is located within Airport Protection Zone. Indicate which Zone below. **[34-1005]**
  - ☐ Property is located within Airport Runway Clear Zone: **[34-1006]**
  - ☐ Property is located within Airport School Protection Zone: **[34-1007]**
  - ☐ Property is located within Airport Residential Protection Zone: **[34-1009]**
  - ☐ Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1009]**
- ☐ A Tall Structures Permit is required. **[34-1010]**

PART 5 SUBMITTAL REQUIREMENT CHECKLIST		
Clearly label your attachments as noted in bold below		
Copies Required		**SUBMITTAL ITEMS**
13	☒	Completed application for Public Hearing [34-201(b)]
1	☒	Filing Fee - [34-202(a)(9)]
3	☒	Notarized **Affidavit of Authorization** Form [34-202(b)(1)c]
3	☒	**Additional Agents** [34-202(b)(1)c.]
3	☒	**Multiple Owners List** (if applicable) [34-201; 34-204]
3	☒	**Disclosure of Interest** Form (multiple owners) [34-201(b)(2)a]
5	☒	**Legal description (must submit)** [34-202(a)(1)]
		☒ Legal description (metes and bounds) and sealed sketch of legal description
		OR
		☐ Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
5	☒	**Boundary Survey** – not required if platted lot (2 originals required) [34-202(a)(2); [34-373(a)(4)a.]
3	☐	**Property Owners list** (if applicable) [34-202(a)(5)]
3	☒	**Property Owners map** (if applicable) [34-202(a)(5)]
3	☒	Confirmation of **Ownership/Title Certification** [34-202(a)(3)]
3	☐	**STRAP Numbers** (if additional sheet is required) [34-202(a)(1)]
1	☐	**List of Surrounding Property Owners** [34-202(a)(6)]
1	☐	**Map of Surrounding Property Owners** [34-202(a)(7)]
1	☒	**Mailing labels** [34-202(a)(6)]
13	☐	List of **Zoning Resolutions** and Approvals [34-202(a)8)]
13	☐	Summary of **Public Informational Session** (if applicable) [34-202(a)(10)]
13	☐	**Waivers** from Application Submission Requirements (if applicable)
13	☐	Preliminary **Density** Calculations (if applicable)
13	☒	**Request Statement**
5	☒	Traffic Impact Statement (**TIS**) (not required for existing development) [34-341(b)(2)d.1.]
13	☒	Master Concept Plan (**MCP**), **Non-PRFPD** [34-373(a)(6)]
13	☒	**Schedule of Uses** [34-373(a)(8)]
13	☒	Schedule of **Deviations and** Written **Justification** [34-373(a)(9)]
4	☒	**Topography** (if available) [34-373(a)(4)d.iv.]
4	☒	**Soils Map** [34-373(a)(4)b.v.]
4	☒	**FLUCCS Map** [34-373(a)(4)c.]
4	☐	Rare & Unique **Upland Habitat Map** [34-373(a)(4)b.iii.]
4	☐	Existing and Historic **Flow-Ways Map** [34-373(a)(4)b.v.]
4	☒	**Surface Water Management Plan** (if applicable) [34-373(b)(1)]
13	☐	**Phasing Program** (if applicable) [34-373(b)(3)]
4	☒	**Protected Species Survey** (if applicable) [34-373(b)(2)]
13	☐	**Proof of Notice** (if applicable) [34-373(c)]
13	☐	**Binding Letter** from DCA (if applicable) [34-373(d)(2)]

13	☐	Master Concept Plan (**MCP**), **PRFPD** (if applicable) [34-941(g)]
5	☐	**Conceptual Surface Water Management Plan** (if applicable) [34-941(d)(3)b.i.1)]
5	☐	**Well Drawdown** Information (if applicable) [34-941(d)(3)d.]
5	☐	Preliminary Indigenous **Restoration Plan** (if applicable) [34-941(e)(5)f.iii.]
5	☐	**Environmental Assessment** (if applicable) [34-941(g)(2)]
13	☐	Demonstration of **Compatibility** (if applicable) [34-941(g)(4)]
4	☒	**Potable Water & Sanitary Sewer**. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(b)(8)]
4	☒	Existing **Agricultural Use Affidavit** (if applicable) [34-202(b)(7)]
4	☐	Information Regarding **Proposed Blasting** (if applicable). [34-202(b)(6)]
4	☐	**Bonus Density Appl**ication (if applicable) [34-202(b)(5)]
3	☐	Hazardous Materials **Emergency Plan** (if applicable) [34-202(b)(4)]
3	☐	Mobile Home Park **Dislocated Owners** Information (if applicable) [34-203(d)]
3	☐	**Tall Structures Permit** (if applicable) [34-1001]

STRAP Nos., Property Owner, and Site Address List

STRAP: 17-45-25-01-00000.0010
Property Owner: Nicholas R. Cameratta
Site Address: 12030 Blasingim Road, Fort Myers, FL

STRAP: 17-45-25-01-00000.0020
Property Owner: Nicholas R. Cameratta
Site Address: 12090 Blasingim Road, Fort Myers, FL

STRAP: 17-45-25-01-00000.0030
Property Owner: Nicholas R. Cameratta
Site Address: 12150 Blasingim Road, Fort Myers, FL

STRAP: 17-45-25-01-00000.004A
Property Owner: Nicholas R. Cameratta
Site Address: 12210 Blasingim Road, Fort Myers, FL

STRAP: 17-45-25-01-00000.0040
Property Owner: Nicholas R. Cameratta
Site Address: 12250 Blasingim Road, Fort Myers, FL

STRAP: 08-45-25-00-00003.001A
Property Owner: Blasingim Road Property, LLC
Site Adress: 7030 Penzance Boulevard, Fort Myers, FL

STRAP: 08-45-25-00-00003.0010
Property Owner: Blasingim Road Property, LLC
Site Adress: 7020 Penzance Boulevard, Fort Myers, FL

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AFFIDAVIT OF AUTHORIZATION

APPLICATION IS SIGNED BY INDIVIDUAL OWNER, APPLICANT, CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, Nicholas R. Cameratta (name), as Owner (owner/title) of STRAP #'s 17-45-25-01-00000.0010, 17-45-25-01-00000.0020 , 17-45-25-01-00000.0030 , 17-45-25-01-00000.0040 , 17-45-25-01-00000.004A (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.)., then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trustee, then they must include their title of "trustee."*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Nicholas Cameratta — **Signature**

5/25/16 — **Date**

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**************NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS**************
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF LEE

DCI 2016-00011

The foregoing instrument was sworn to (or affirmed) and subscribed before me on May 25, 2016 (date) by Nicholas Cameratta (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

JULIE ANN DANIELEWSKI
MY COMMISSION # FF 972210
EXPIRES: April 6, 2020
Bonded Thru Notary Public Underwriters

Julie Ann Danielewski — **Signature of Notary Public**

AFFIDAVIT OF AUTHORIZATION

APPLICATION IS SIGNED BY INDIVIDUAL OWNER, APPLICANT, CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, Nicholas R. Cameratta (name), as Managing Member (owner/title) of Cameratta Companies, LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Notes:

- *If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.*
- *If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.)., then the documents should typically be signed by the Company's "Managing Member."*
- *If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.*
- *If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.*
- *If the applicant is a trustee, then they must include their title of "trustee."*
- *In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.*

Under penalties of perjury, I declare that I have read the foregoing Affidavit of Authorization and that the facts stated in it are true.

Nicholas Cameratta
Signature

4/22/16
Date

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**************NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS**************
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF LEE

DCI 2016-00011

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 4/22/16 (date) by Nicholas Cameratta (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

CHERYL ANN YANO
MY COMMISSION # FF 028038
EXPIRES: October 17, 2017
Bonded Thru Notary Public Underwriters

Cheryl A. Yano
Signature of Notary Public

ADDITIONAL AGENTS

Company Name:	Passarella & Associates, Inc.		
Contact Person:	Shane Johnson		
Address:	13620 Metropolis Ave, Suite 200		
City, State, Zip:	Fort Myers, FL 33912		
Phone Number:	239-274-0067	Email:	ShaneJ@passarella.net

Company Name:	TR Transportation Consultants, Inc.		
Contact Person:	Ted Treesh		
Address:	2726 Oak Ridge Court, Suite 503		
City, State, Zip:	Fort Myers, FL 33901-9356		
Phone Number:	239-278-3090	Email:	tbt@trtrans.net

Company Name:	Pavese Law Firm – Fort Myers		
Contact Person:	Neale Montgomery		
Address:	1833 Hendry Street		
City, State, Zip:	Fort Myers, FL 33901		
Phone Number:	239-336-6235	Email:	nealemontgomery@paveselaw.com

Company Name:	Cameratta Companies		
Contact Person:	Ray Blacksmith		
Address:	4954 Royal Gulf Circle		
City, State, Zip:	Fort Myers, FL 33966		
Phone Number:	239-425-8662	Email:	RBlacksmith@camprop.com

Company Name:			
Contact Person:			
Address:			
City, State, Zip:			
Phone Number:		Email:	

Company Name:			
Contact Person:			
Address:			
City, State, Zip:			
Phone Number:		Email:	

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DISCLOSURE OF INTEREST
AFFIDAVIT

BEFORE ME this day appeared Nicholas R. Cameratta, who, being first duly sworn and deposed says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 17-45-25-01-00000.0010; 17-45-25-01-00000.0020; 17-45-25-01-00000.0030; 17-45-25-01-00000.004A; 17-45-25-01-00000.0040; 08-45-25-00-00003.001A; 08-45-25-00-00003.0010 and is the subject of an Application for zoning action (hereinafter the "Property").

2. That I am familiar with the legal ownership of the Property and have full knowledge of the names of all individuals that have an ownership interest in the Property or a legal entity owning an interest in the Property.

[OPTIONAL PROVISION IF APPLICANT IS CONTRACT PURCHASER: In addition, I am familiar with the individuals that have an ownership interest in the legal entity that is under contract to purchase the Property.]

3. That, unless otherwise specified in paragraph 6 below, no Lee County Employee, County Commissioner, or Hearing Examiner has an Ownership Interest in the Property or any legal entity (Corporation, Company, Partnership, Limited Partnership, Trust, etc.) that has an Ownership Interest in the Property or that has contracted to purchase the Property.

4. That the disclosure identified herein does not include any beneficial Ownership Interest that a Lee County Employee, County Commissioner, or Hearing Examiner may have in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for sale to the general public.

5. That, if the Ownership Interest in the Property changes and results in this affidavit no longer being accurate, the undersigned will file a supplemental Affidavit that identifies the name of any Lee County Employee, County Commissioner, or Hearing Examiner that subsequently acquires an interest in the Property.

6. Disclosure of Interest held by a Lee County Employee, County Commissioner, or Hearing Examiner.

Name and Address	Percentage of Ownership
N/A	

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Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

Property Owner

NICHOLAS CAMERATTA
Print Name

************NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS************
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 4/22/16 (date) by Nicholas Cameratta (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

CHERYL ANN YANO
MY COMMISSION # FF 028038
EXPIRES: October 17, 2017
Bonded Thru Notary Public Underwriters

Signature of Notary Public

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Barraco and Associates, Inc.
www.barraco.net
Civil Engineers, Land Surveyors and Planners

DESCRIPTION

Parcel in
Sections 8 and 17, Township 45 South, Range 25 East
Lee County, Florida

A tract or parcel of land lying in Sections 8 and 17, Township 45 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Southwest Corner of said Section 8 run N01°12'02"W along the West line of the Southwest Quarter (SW 1/4) of said Section 8 for 745.78 feet to an intersection with Southerly right of way line of Penzance Boulevard (60 feet wide); thence run S87°12'17"E along said Southerly right of way line for 329.03 feet to an intersection with the East line of the West Half (W 1/2) of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 8; thence run S01°16'56"E along said East line for 722.81 feet to an intersection with the North line of said Section 17; thence run N88°47'29"E along said North line for 299.26 feet to an intersection with the West line of the East 30 feet of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 17, also being the West right of way line of Blasingim Road; thence run S00°56'24"E along said West line for 1,293.71 feet to an intersection with the North line of the South 30 feet of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 17; thence run S88°50'32"W along said North line for 621.99 feet to an intersection with the West line of the Northwest Quarter (NW 1/4) of said Section 17; thence run N01°13'44"W along said West line for 1,293.14 feet to the POINT OF BEGINNING.
Containing 24.11 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2007) and are based on the West line of the Northwest Quarter (NW 1/4) of Section 17 to bear N01°13'44"W.

6/1/16
Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23370\Survey\Descriptions\Sketch\23370SK01.doc

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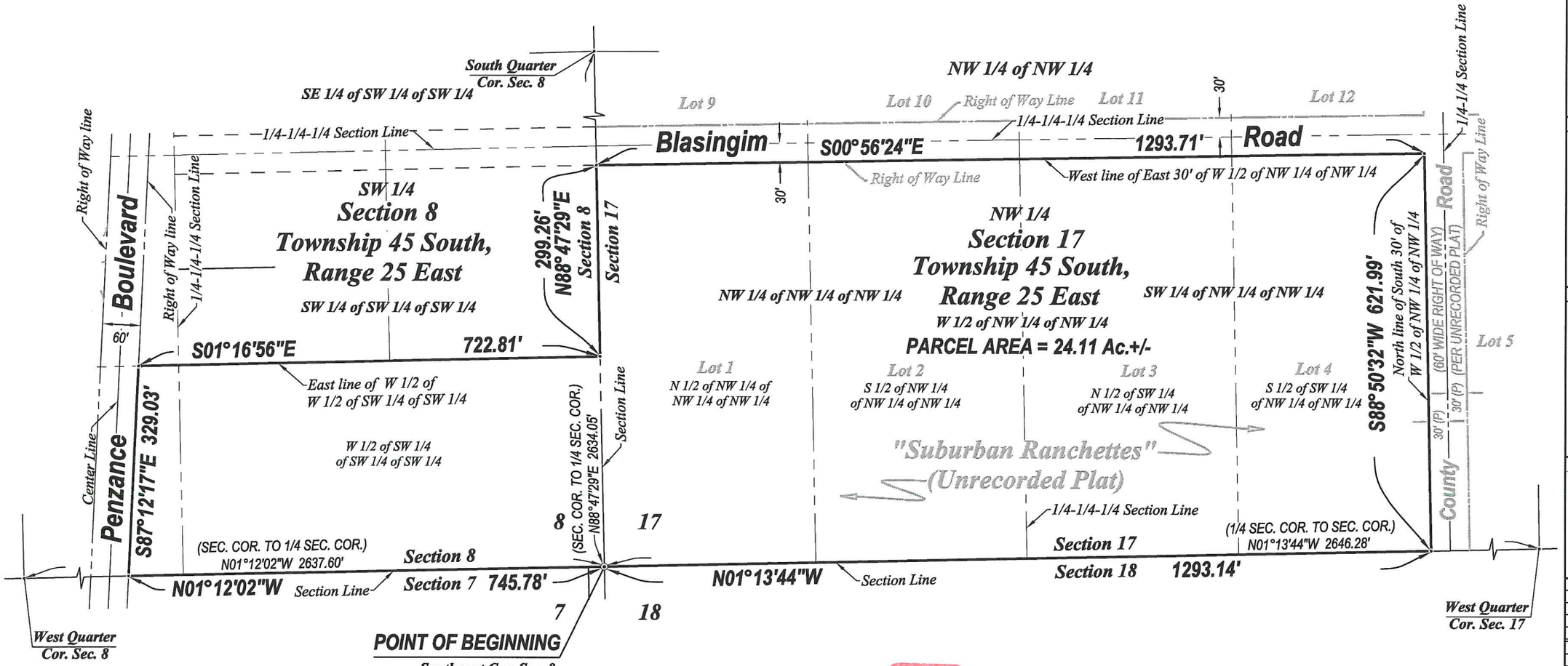
Post Office Drawer 2800 • Fort Myers, FL 33902
Phone (239) 461-3170 • Fax (239) 461-3169



NOTES:

1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. D.B. - DENOTES DEED BOOK.
3. D.E. - DENOTES DRAINAGE EASEMENT.
4. INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
5. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
6. (P) - DENOTES PLAT.
7. P.B. - DENOTES PLAT BOOK.
8. PG. - DENOTES PAGE.
9. BEARINGS AS SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2007)) AND ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17TO BEAR N01°13'44"W.
13. DESCRIPTION IS ATTACHED.

(NSRS2007)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 100 200
SCALE IN FEET

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THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED: 6/1/16

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

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - LANDSCAPE DESIGN
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

CAMERATTA COMPANIES

7750 TOWN CENTRE DRIVE
BROADVIEW HEIGHTS, OH

PHONE (440) 838-1900
FAX (440) 838-0588

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTIONS 8 & 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER CERTIFICATE NO. 5949 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

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

FILE NAME	23370SK01.DWG
LAYOUT	2
LOCATION	J:\23370\DWG\SURVEYING\SKETCH\
PLOT DATE	WED, 6-1-2016 - 1:13 PM
PLOT BY	PETER OLSEN

DRAWING DATA

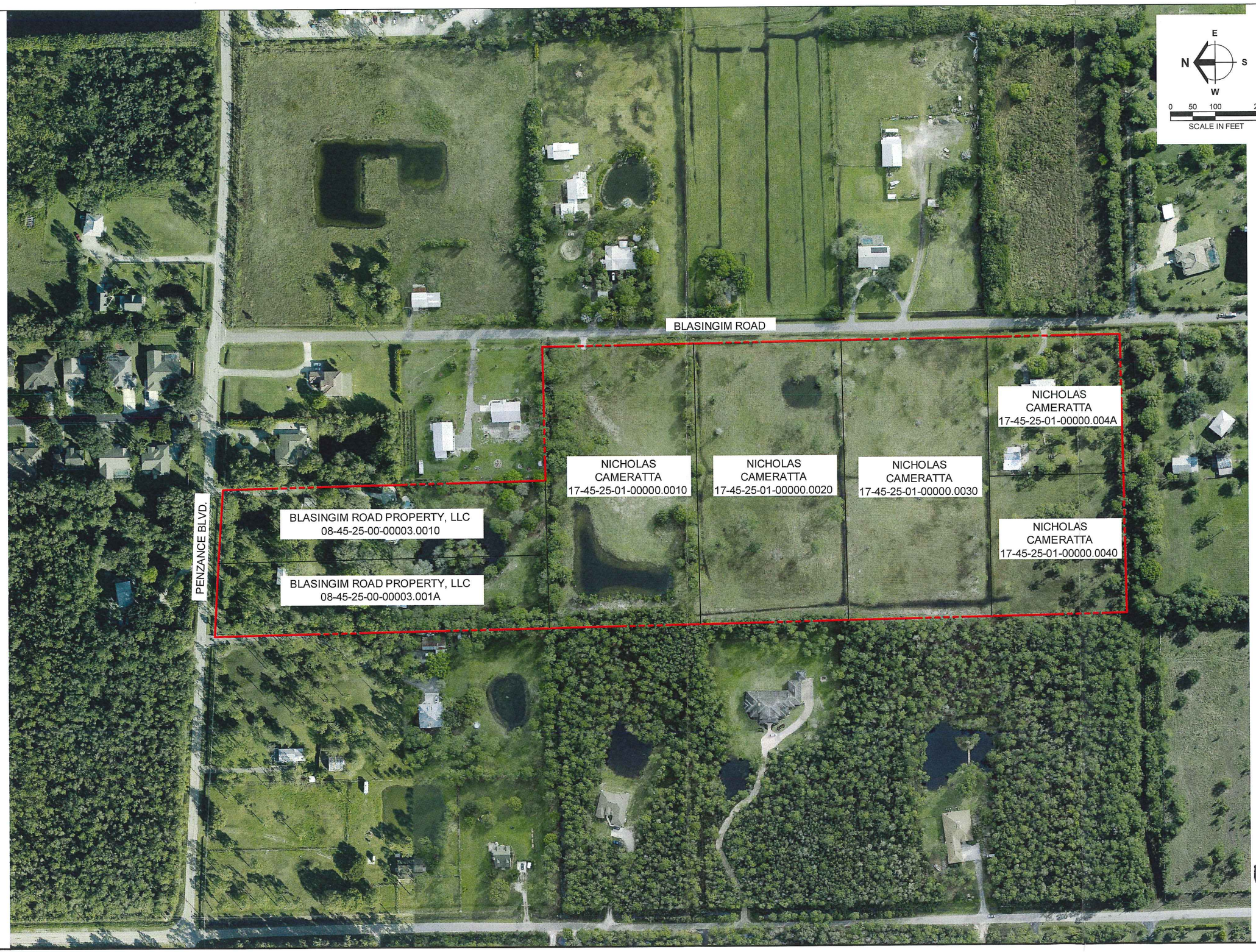
SURVEY DATE	06-01-2016
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO.	SHEET NUMBER
06-01-2016 17-45-25	2 OF 2



Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - LANDSCAPE DESIGN
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

BLASINGIM PROPERTY LLC.

7750 TOWN CENTRE DRIVE
SUITE 100
BROADVIEW HEIGHTS, OHIO 44147

PHONE (440) 838-1900 EXT. 103
FAX (440) 838-0588

WWW.CAMERATTAPROPERTIES.COM

PROJECT DESCRIPTION

BLASINGIM ROAD RPD

LEE COUNTY, FLORIDA

DRAWING NOT VALID WITHOUT SEAL, SIGNATURE AND DATE
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FILE NAME	23370-OWNERSHIP.DWG
LOCATION	J:\23370\DWG\ZONING\
PLOT DATE	WED. 6-1-2016 - 9:37 AM
PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

PLAN REVISIONS

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PLAN STATUS

PROPERTY OWNERSHIP MAP

PROJECT / FILE NO.	SHEET NUMBER
23370	1

GRAY | ROBINSON
ATTORNEYS AT LAW

401 East Jackson Street
Suite 2700
Post Office Box 3324 (33601-3324)
Tampa, Florida 33602
tel 813-273-5000
fax 813-273-5145

Boca Raton
Fort Lauderdale
Fort Myers
Gainesville
Jacksonville
Key West
Lakeland
Melbourne
Miami
Naples
Orlando
Tallahassee
Tampa

813-273-5296
STEPHEN.KUSSNER@GRAY-ROBINSON.COM

March 31, 2016

VIA E-MAIL AND FEDERAL EXPRESS

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Nicholas Cameratta
4954 Royal Gulf Circle
Fort Myers, Florida 33966
ncameratta@camerattacompanies.com

Charles Mann
Pavese Law Firm
1833 Henry Street
Fort Myers, Florida 33901
charlesmann@paveselaw.com

Re: Purchase and Sale Agreement by and between NICHOLAS CAMERATTA, an individual ("Seller") and NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC, a Florida limited liability company ("Purchaser") with an Effective Date of March 9, 2016, (the "Agreement") relative to real property located in Lee County, Florida as more particularly described in the Agreement (the "Property").
Client-Matter No. 490154-52

Gentlemen:

We represent the Purchaser and are authorized to provide you with this letter on its behalf. We have reviewed that certain Commitment for Title Insurance issued by GrayRobinson, P.A., as Agent for Chicago National Title Insurance Company (the "Title Company"), under Order Number 5695442 having an Effective Date of March 7, 2016 at 6:00 AM (the "Commitment"). Pursuant to Section 7 of the Agreement, this letter will serve to notify you of Purchaser's objections to title matters.

Prior to the date of closing (the "Closing Date"), Purchaser requires the Effective Date of the Commitment to be brought forward to a current date, and Purchaser objects to any gap in coverage between the Effective Date of the Commitment and the Closing. To the extent that such title update discloses any additional matters related to title, we hereby reserve the right to object to the same.

Purchaser will satisfy Schedule B-1, Requirement 1. Seller must satisfy Schedule B-1, Requirements 2, 3, 4, 6, 7 and 8. To the extent Schedule B-1, Requirements 2, 3, 4, 6, 7 and 8 are not satisfied as of the Closing Date, we object. Please provide a payoff statement for both of these mortgages at your earliest convenience. We will also need you to confirm with Daniel and Elizabeth Ceilley that no mortgage encumbers Parcel 7.

The following objections pertain to Schedule B-II of the Commitment:

1. We object to Exceptions 1, 3B, 3C, and 3D. Seller must provide an affidavit and appropriate lien and assessment search results which are sufficient for the Title Company to delete these exceptions.

2. We object to Exception 2, and require the exception to be limited to only those taxes and assessments which are not yet due and payable as of the Closing Date.

3. We object to Exception 4 and require Seller to provide the Title Company with documentation sufficient to delete this exception.

4. We object to the easements contained in Exceptions 5, 6, 8 and 11 to the extent that a survey obtained by Purchaser reveals that the easements adversely impact the development and use of the Property, as determined in Purchaser's sole and absolute discretion.

It has come to our attention that Blasingim Road, which is owned by Seller, was omitted from the description of the Property attached to the Agreement. We have asked the Title Company to search this parcel. We will require an amendment to the Agreement to add Blasingim Road to the Property. We reserve the right to make additional objections upon receipt of the revised title commitment including Blasingim Road.

We object to all easements, encroachments, restrictions and other matters as may be shown on any survey obtained by the Purchaser, to the extent such matters impact the development and use of the Property, as determined in Purchaser's sole and absolute discretion. We reserve the right to make additional objections upon receipt and review of a survey.

If you have any questions concerning this matter, please do not hesitate to contact us. We look forward to hearing from you in this matter.

Sincerely,

Stephen L. Kussner

SLK:JPW
Enclosures

cc: Jason Frost (via e-mail only)
Michael Greenberg (via e-mail only)
Patrick Neal (via e-mail only)
Jim Schier (via e-mail only)

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Fidelity National Title Insurance Company

GrayRobinson, P.A.
401 E. Jackson St., Suite 2700
Tampa, FL 33602
Phone: 813-273-5000
Fax: 813-273-5145

Fidelity National Title Insurance Company

Revised: REVISION C (CAS) 3/29/2016

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Order No.: 5695442
Customer Reference: 490154-52

1. Effective Date: March 10, 2016 at 6:00 AM

2. Policy or Policies to be issued: Premium: $TBD

   A. ALTA Owners 2006 with Florida Modifications
   Proposed Insured: Neal Communities of Southwest Florida, LLC, a Florida limited liability company
   Proposed Amount of Insurance: $2,500,000.00

3. The estate or interest in the land described or referred to in this Commitment is:

   Fee Simple and Easement

4. Title to the Fee Simple and Easement estate or interest in the land is at the Effective Date vested in:

   Nicholas R. Cameratta, by virtue of Warranty Deed, recorded as Official Records Instrument Number 2014000063944 (Parcel 1); Warranty Deed, recorded as Official Records Instrument Number 2014000064083, (Parcels 2 and 3); Warranty Deed, recorded as Official Records Instrument Number 2014000064050, (Parcel 4) and Warranty Deed, recorded as Official Records Instrument Number 2014000064052, (Parcel 5), all of the public records of Lee County, Florida.

   Daniel E. Ceilley and Elizabeth E. Ceilley, husband and wife, by virtue of Warranty Deed, recorded as Official Records Instrument Number 20100000192237, (Parcel 6) and by virtue of Warranty Deed, recorded as Instrument Number 2011000023018, (Parcel 7) all of the public records of Lee County, Florida.

5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: _____
Authorized Officer or Agent

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ALTA Commitment (6/17/06) (with FL Modifications)

SCHEDULE B SECTION I
Requirements continued

there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Lee County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

NOTE: 2015 Real Property Taxes are paid in the following gross amounts:

$2,918.44 under Tax Parcel Number 17-45-25-01-00000.0030, as to Parcel 1;
$2,709.50 under Tax Parcel Number 17-45-25-01-00000.004A, as to Parcel 2;
$1,400.31 under Tax Parcel Number 17-45-25-01-00000.0040, as to Parcel 3;
$2,918.44 under Tax Parcel Number 17-45-25-01-00000.0020, as to Parcel 4;
$2,918.44 under Tax Parcel Number 17-45-25-01-00000.0010, as to Parcel 5;
$2,510.07 under Tax Parcel Number 08-45-25-00-00003.0010, as to Parcel 6; and
$776.52 under Tax Parcel Number 08-45-25-00-00003.001A, as to Parcel 7.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear. (as to Parcel 7)

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

END OF SCHEDULE B SECTION I

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ALTA Commitment (6/17/06) (with FL Modifications)

Fidelity National Title Insurance Company

SCHEDULE B SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Oil, gas and mineral reservations set forth in Warranty Deed recorded in Deed Book 258, Page 453. NOTE: Title to said interest not checked subsequent to date of aforesaid instrument and this policy does not insure against the claims of any parties claiming by, through or under the grantees of said conveyance. (as to all Parcels)

5. Easement Agreement by and between John Black, Trustee of the Florene S. Marin Revocable Trust, dated February 12, 1996 to Sprint-Florida, Inc., a Florida corporation, recorded in Official Records Book 3818, Page 3100. (as to Parcel 1)

6. Easement in favor of Florida Power & Light Company, recorded in Official Records Book 1800, Page 1139. (as to Parcel 2)

7. Intentionally deleted.

8. Easement Agreement by and between Phillip H. Tomlinson and Cora I. Tomlinson, husband and wife to Sprint-Florida, Incorporated, a Florida corporation, recorded in Official Records Book 3771, Page 2128. (as to Parcel 2)

9. Intentionally deleted.

10. Restrictions as set forth in Warranty Deed, recorded in Official Records Book 641, Page 215. (as to Parcel 4)

11. Non-Exclusive Easement Agreement, by and between David R. Heald and Jill V. Heald, husband and wife to Sprint-Florida, Inc., a Florida corporation, recorded in Official Records Book 3771, Page 2154. (as to Parcel 5)

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ALTA Commitment (6/17/06) (with FL Modifications)

SCHEDULE B SECTION II
EXCEPTIONS

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this commitment/policy shall refer to the public records of Lee County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 5690 West Cypress Street, Suite A , Tampa, FL 33607; Telephone 866-632-6200.

Searched By: Jim Yeakley, Commercial Title Examiner; Jim.Yeakley@fnf.com

END OF SCHEDULE B SECTION II

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ALTA Commitment (6/17/06) (with FL Modifications)

EXHIBIT "A"

Parcel 1:

Lot 3, of that certain unrecorded subdivision known as Suburban Ranchettes, more particularly described as follows: The North-Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Excepting therefrom the Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 2:

The East Half (E 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; Excepting therefrom the Southerly 30 feet and East Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 3:

The West Half (W 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Excepting therefrom the Southerly 30 feet thereof for road purposes.

Together with and easement for ingress and egress over and across the Southerly 30 feet of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4)of said Section 17, Township 45 South, Range 25 East, Lee County, Florida and over and across the road easements described in Official Records Book 762, Page 151, of the public records of Lee County, Florida. (Being the West 1/2 of Lot 4, of Suburban Ranchettes, unrecorded)

Parcel 4:

The South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; Excepting therefrom the Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 5:

The North Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Excepting therefrom the Easterly 30 feet thereof.

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ALTA Commitment (6/17/06) (with FL Modifications)

Exhibit "A" continued

Together with an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 6:

Parcel B: A tract or parcel of land situated in the State of Florida, County of Lee, lying is Section 8, Township 45 South, Range 25 East, being a part of the parcel as described in Official Records Book 1687, Page 3764, and being further bounded and described as follows: Commencing at the Southwest corner of said Section 8; thence N. 88° 50' 03" E., along the South line of said Section 8 for 164.64 feet to the Point of Beginning of the herein described parcel; thence N. 01° 10' 32" W., for 735.58 feet to the South right of way line of Penzance Road (60 feet wide); thence S. 86° 45' 48" E., along the South right of way line for 164.24 feet; thence S. 01° 14' 46" E., for 722.97 feet to the South line of said Section 8; thence S. 88° 50' 03" W., along said South line for 164.65 feet to the Point of Beginning. Bearings are based on the South line of said Section 8, being S. 88° 50' 03" W.

Parcel 7:

Parcel A: A tract or parcel of land situated in the State of Florida, County of Lee, lying is Section 8, Township 45 South, Range 25 East, being a part of the parcel as described in Official Records Book 1687, Page 3764, and being further bounded and described as follows: Beginning at the Southwest corner of said Section 8, thence N. 01° 06' 26" W., along the West line of said Section 8 for 748.18 feet to the South right of way line of Penzance Road (60 feet wide); thence S. 86° 45' 48" E., along said South right of way line for 164.24 feet; thence S. 01° 10' 32" E., for 735.58 feet to the South line of said Section 8; thence S. 88° 50' 03" W., along said South line for 164.64 feet to the Point of Beginning. Bearing based on the South line of said Section 8 being S. 88° 50' 03" W.

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ALTA Commitment (6-17-06)

INSTR # 5676046
OR BK 03818 PG 3100
RECORDED 01/09/2003 11:13:52 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Jan Black, Trustee of the Florene S. Marin Revocable Trust, dated February 12, 1996 whose address is 1171 Lakewes Avenue, Orlando, FL 32809, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Sprint-Florida, Incorporated, a Florida corporation, whose address is 6391 Sprint Pkwy., KSOPHT0101-Z2040, Overland Park, KS, 66251-2040, its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, replace and remove a communication system such as the Grantee may, from time to time, require, consisting of but not limited to, underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities for similar uses, upon, over, through, under and along a parcel of land
legally described as;

the west 15' of the east 30' of that property described in O.R. Book 2679, Page 151, Public Records of Lee County, Florida (see attached Exhibit"A"), also described as the west 15' of Blasingim Road, a 60' right-of-way,

together with:

(A) the right of ingress and egress over and across the Land for the purpose of exercising the rights granted herein,

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract, and during construction or maintenance periods, to use additional areas as necessary on each side of the Easement Tract.

Grantor shall have the right to use and enjoy the Easement Tract except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees or other vegetation within the limits of the Easement Tract.

Grantee agrees to compensate Grantor for any damage or injury done to livestock, growing crops and/or other improvements in the course of construction and maintenance associated with the aforesaid communication system unless such damage or injury is caused by the negligent or intentional act or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors. Grantee agrees that any areas of the Land that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the permanent boundary of the Easement Tract shall be contoured in a manner comparable to the surrounding terrain, reseeded and allowed to return to the natural condition when said construction or maintenance is completed.

Grantee agrees to defend and hold harmless Grantor against any and all claims, demands, and causes of action arising in favor of any person, corporation, or governmental entity because of personal injury including death, or damages to property, including the communication system(s), resulting from the operations of Grantee, its employees, contractors, subcontractors, or agents, which are attributable to the grant of this right of way and easement, but excluding all claims, demands and causes of action as a result of the negligent or intentional acts or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors.

Grantor hereby agrees to warrant and forever defend title to the Land against the claims of any and all persons whomsoever, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

Grantor hereby warrants that Grantor is the owner of the Land, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

The covenants, terms, conditions and provisions continued herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 7 day of JANUARY, 2003

WITNESSES:

Signature of 1st Witness

STEPHEN S. HARMATUCK
Printed Name of Witness

Signature of 2nd Witness

JOHN BLACK
Printed Name of Witness

GRANTOR:

John W. Black

John Black, Trustee
JOHN W.

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

DCI 2016-00011

The foregoing instrument was acknowledged before me this 7 day of JANUARY, 2003, by ~~Florence Goldstein~~ who is either personally known to me or (X) has presented a drivers license as indentification. JOHN BLACK, TRUSTEE

Notary Public

Stephen S Harmatuck
My Commission DD165708
Expires November 17, 2006

Prepared by and return to:
John Hopkins, FLAPKA0305
Sprint-Florida, Incorporated
P.O. Box 165000
Altamonte Springs, FL 32716-5000

OR BOOK 03818 PAGE 3102

OR2679 PG0151

10.50
10

RECORD AND RETURN TO:
This document prepared by:

Stuart G. Reinfeld, Esq.
8551 W. Sunrise Blvd., Suite 100A
Ft. Lauderdale, FL 33322

3916900

Documentary Tax Pd. $ 7.0
$ Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By H. Cassidy Deputy Clerk

PROPERTY IDENTIFICATION # 17 45 25 01 00000 0030

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed this 12th day of February, 1996, A.D., BETWEEN

FLORENE S. MARIN, a single woman

of the County of Broward, State of Florida, GRANTOR, and

FLORENE S. MARIN as Trustee of the FLORENE S. MARIN REVOCABLE TRUST, dated February 12, 1996, with the power and authority to protect, and to sell, or to lease, or to encumber or otherwise to manage and dispose of the real property hereby transferred whose post office address is: 1005 S.E. 8th Street, Ft. Lauderdale, FL 33316, GRANTEE.

* RECORD VERIFIED - CHARLIE GREEN, CLERK *
* BY: HELEN CARROLL, D.C. *

WITNESSETH, that the GRANTOR, for and in consideration of the sum of $10.00, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to wit:

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

N.B. THIS DEED WAS PREPARED AT THE REQUEST OF GRANTOR WITHOUT AN EXAMINATION OF TITLE.

GRANTOR HEREBY WARRANTS THAT THIS IS NOT HER HOMESTEAD PROPERTY AND THAT SHE RESIDES AT 1005 S.E. 8TH STREET, FT. LAUDERDALE, FL 33316.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity and claim whatsoever of grantor, either in law or equity for the use, benefit and profit of the said grantee forever.

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Linda Ruddy, Witness

Florene S. Marin L.S.
FLORENE S. MARIN
1005 S.E. 8th Street
Ft. Lauderdale, FL 33316

Stuart G. Reinfeld, Witness

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 12th day of February, 1996 by FLORENE S. MARIN, a single woman, who is personally known to me or has produced her Florida driver's license as identification.

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
STUART G REINFELD
COMMISSION NUMBER
CC328699
MY COMMISSION EXP.
DEC. 3,1997

Notary Public
Stuart G. Reinfeld
Commission Number: CC328699
My Commission Expires: 12/3/97

DCT 2016-00011

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

OR2679 PG0152

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 3 of that certain unrecorded subdivision known as SUBURBAN RANCHETTES, more particularly described as follows:

The North Half (N½) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W½) of the West Half (W½) of the Northwest Quarter (NW¼) and the West 30 feet of the East Half (E½) of the West Half (W½) of the Northwest Quarter (NW¼) of Section 17, Township 45 South, Range 25 East.

INST # 5620083 OR BK 03771 PG 2154 RECORDED 11/08/2002 11:21:19 AM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEED DOC 0.70
DEPUTY CLERK L Parent

NON-EXCLUSIVE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that David R. Heald and Jill V. Heald, Husband and Wife whose address is 811 Birdie View Point, Sanibel Island, FL 33957, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Sprint-Florida, Incorporated, a Florida corporation, whose address is 6391 Sprint Pkwy., KSOPHT0101-Z2040, Overland Park, KS, 66251-2040, its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and non-exclusive easement to construct, operate, maintain, replace and remove a communication system such as the Grantee may, from time to time, require, consisting of but limited to, underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities for similar uses, upon, over, through, under and along a parcel of land legally described as;

the west 15' of the east 30' of that property described in O.R. Book 3230, Page 4105, Public Records of Lee County, Florida (see attached Exhibit"A"), also described as the west 15' of Blasingim Road, a 60' right-of-way,

together with:

(A) the right of ingress and egress over and across the Land for the purpose of exercising the rights granted herein,

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract, and during construction or maintenance periods, to use additional areas as necessary on each side of the Easement Tract.

Grantor shall have the right to use and enjoy the Easement Tract except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees or other vegetation within the limits of the Easement Tract.

Grantee agrees to compensate Grantor for any damage or injury done to livestock, growing crops and/or other improvements in the course of construction and maintenance associated with the aforesaid communication system unless such damage or injury is caused by the negligent or intentional act or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors. Grantee agrees that any areas of the Land that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the permanent boundary of the Easement Tract shall be contoured in a manner comparable to the surrounding terrain, reseeded and allowed to return to the natural condition when said construction or maintenance is completed.

Grantee agrees to defend and hold harmless Grantor against any and all claims, demands, and causes of action arising in favor of any person, corporation, or governmental entity because of personal injury including death, or damages to property, including the communication system(s), resulting from the operations of Grantee, its employees, contractors, subcontractors, or agents, which are attributable to the grant of this right of way and easement, but excluding all claims, demands and causes of action as a result of the negligent or intentional acts or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors.

Grantor hereby agrees to warrant and forever defend title to the Land against the claims of any and all persons whomsoever, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

Grantor hereby warrants that Grantor is the owner of the Land, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

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The covenants, terms, conditions and provisions continued herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 13th day of August, 2002

WITNESSES:

Linda E Reeves.
Signature of 1st Witness

Linda E Reeves.
Printed Name of Witness

Signature of 2nd Witness

Cheryl Benzing
Printed Name of Witness

GRANTOR:

David R. Heald

Jill V. Heald

ACKNOWLEDGEMENT

STATE OF FL)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 22nd day of August, 2002, by David R. Heald and Jill V. Heald who is either personally known to me or ( ) has presented a drivers license as indentification.

Phyllis Sukut
Notary Public

PHYLLIS SUKUT
MY COMMISSION # DD 137677
EXPIRES: June 25, 2005
Bonded Thru Budget Notary Services

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT
DCI 2016-00011

Prepared by and return to:
John Hopkins, FLAPKA0305
Sprint-Florida, Incorporated
P.O. Box 165000
Altamonte Springs, FL 32716-5000

OR BOOK 03771 PAGE 2156

INSTR # 4832566
OR BK 03230 PG 4105
RECORDED 03/14/00 03:58 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DOC TAX PD(F.S.201.02) 1,015.00
DEPUTY CLERK A Janka

10.50
1015.00

This Instrument Prepared By:
Jay A. Brett
SHEPPARD, BRETT, STEWART, HERSCH & KINSEY, P.A.
Attorneys at Law
2121 West First Street
P. O. Drawer 400
Fort Myers, Florida 33902

THIS WARRANTY DEED, made this 9th day of March, 2000, between **BRIAN A. HOFFMANN AND SUE HOFFMANN, Husband and Wife**, whose mailing address is: 2616 Oak Ridge Drive, Rocky Face, GA 30740-9071, as Grantors, and **DAVID R. HEALD AND JILL V. HEALD, Husband and Wife**, whose mailing address is: 14551 Majestic Eagle Court, Fort Myers, FL 33912, as Grantees,

WITNESSETH, that the Grantors, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD & VALUABLE CONSIDERATION------to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the Grantees, their heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4)OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST, EXCEPTING THEREFROM THE EASTERLY 30 FEET THEREOF.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EAST 30 FEET OF THE WEST ONE-HALF (W 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) AND THE WEST 30 FEET OF THE EAST ONE-HALF (E 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST.

SUBJECT to taxes for the calendar year 2000, easements, restrictions and reservations of record, if any.

Property Appraiser's Parcel Identification Number: 17-45-25-01-00000.0010

And the Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Order: 5695442 Doc: 3771-2154 REC ALL
Page 3 of 4
Created By: Jim Yeakley Printed: 3/15/2016 2:14:19 PM

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

Diane Keener
Witness Signature
DIANE KEENER
Printed Name of Witness
Judean L Gable
Witness Signature
Judean L Gable
Printed Name of Witness

Brian A. Hoffmann
BRIAN A. HOFFMANN

Diane Keener
Witness Signature
DIANE KEENER
Printed Name of Witness
Judean L Gable
Witness Signature
Judean L. Gable
Printed Name of Witness

Sue L. Hoffmann
SUE L. HOFFMANN

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

STATE OF GEORGIA

COUNTY OF Whitfield

Execution of the foregoing instrument was acknowledged before me this 9 day of March, 2000, by **BRIAN A. HOFFMANN AND SUE HOFFMANN, Husband and Wife,** who are (V) personally known to me or who have ( ) produced _____ as identification.

Vera Nations
Signature of Notary Public
VERA NATIONS
Printed Name of Notary Public

Notary Public, Whitfield County, Georgia
My Commission Expires June 19, 2001

Commission Number:
Commission Exp. Date:

DCI 2016-00011

Order: 5695442 Doc: 3771-2154 REC ALL

Page 4 of 4

Created By: Jim Yeakley Printed: 3/15/2016 2:14:19 PM

INST # 5620078 OR BK 03771 PG 2128 RECORDED 11/08/2002 11:21:19 AM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEED DOC 0.70
DEPUTY CLERK L Parent

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Phillip H. Tomlinson and Cora I. Tomlinson, Husband and Wife whose address is Post Office Box 6747, Ft. Myers, FL 33911, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Sprint-Florida, Incorporated, a Florida corporation, whose address is 6391 Sprint Pkwy., KSOPHT0101-Z2040, Overland Park, KS, 66251-2040, its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, replace and remove a communication system such as the Grantee may, from time to time, require, consisting of but not limited to, underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities for similar uses, upon, over, through, under and along a parcel of land
legally described as;

the west 15' of the east 30' of that property described in O.R. Book 1766, Page 2639, Public Records of Lee County, Florida (see attached Exhibit"A"), also described as the west 15' of Blasingim Road, a 60' right-ot-way,

together with:

(A) the right of ingress and egress over and across the Land for the purpose of exercising the rights granted herein,

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract, and during construction or maintenance periods, to use additional areas as necessary on each side of the Easement Tract.

Grantor shall have the right to use and enjoy the Easement Tract except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees or other vegetation within the limits of the Easement Tract.

Grantee agrees to compensate Grantor for any damage or injury done to livestock, growing crops and/or other improvements in the course of construction and maintenance associated with the aforesaid communication system unless such damage or injury is caused by the negligent or intentional act or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors. Grantee agrees that any areas of the Land that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the permanent boundary of the Easement Tract shall be contoured in a manner comparable to the surrounding terrain, reseeded and allowed to return to the natural condition when said construction or maintenance is completed.

Grantee agrees to defend and hold harmless Grantor against any and all claims, demands, and causes of action arising in favor of any person, corporation, or governmental entity because of personal injury including death, or damages to property, including the communication system(s), resulting from the operations of Grantee, its employees, contractors, subcontractors, or agents, which are attributable to the grant of this right of way and easement, but excluding all claims, demands and causes of action as a result of the negligent or intentional acts or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors.

Grantor hereby agrees to warrant and forever defend title to the Land against the claims of any and all persons whomsoever, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

OR BOOK 03771 PAGE 2128

RAMCO FORM 4B

WARRANTY DEED STATUTORY F.S. 689.02

This Indenture, 1898974

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Made this 1st day of February, A. D. 1985
BETWEEN WILLIAM E. ELLIOTT and NOMA ELLIOTT, husband and wife,
of the County of Lee, in the State of Florida, party of the first part, and
PHILLIP H. TOMLINSON and CORA I. TOMLINSON, husband and wife,
of the County of Lee, in the State of Florida, whose post office address is
Post Office Box 6747, Fort Myers, Florida 33911 OFF REC 1766 PG 2639
party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of TEN ($10.00) and other good and valuable considerations--------Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, and sold to the said party of the second part, their heirs and assigns forever, the following described land, situate, and being in the County of Lee, State of Florida, to-wit:

The East 1/2 of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4, of Section 17, Township 45 South, Range 25 East; excepting therefrom the S'ly 30 feet and the E'ly 30 feet thereof; together with an easement for ingress and egress over and across the Easterly 30 feet of the West 1/2 of the West 1/2 of the Northwest 1/4 and the West 30 feet of the East 1/4 of the West 1/2 of the Northwest 1/4 of Section 17, Township 45 South, Range 25 East; (Being the East half of Lot 4, of Suburban Ranchettes, unrecorded).

SUBJECT TO easements, restrictions and reservations of record and taxes for the current and subsequent years.

Documentary Tax Pd. $ 110.25 Intangible Tax Pd $ ____
CHARLIE GREEN, CLERK, LEE COUNTY
By: G. Sherwood Deputy Clerk

And the said party of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part ha ve hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Peggy Cunningham

William E. Elliott (LS)
Noma Elliott (LS)
(LS)
(LS)

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA FEB 11 4 15 PM CHARLIE GREEN, CLERK REC'D & VERIFIED

STATE OF FLORIDA,
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WILLIAM E. ELLIOTT and NOMA ELLIOTT, Husband and Wife,

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of February A. D. 1985.

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXPIRES OCT 29 1987 BONDED thru GENERAL INSURANCE UND

Notary Public (Seal)

This Instrument prepared by: A. Douglas Grace, Jr., Esquire
Address: Post Office Drawer 1647
Fort Myers, Florida 33902

CLERK OF CIRCUIT COURT

RECORD VERIFIED - CHARLIE GREEN, CLERK
By: G. SHERWOOD, D.C.

DCI 2016-00011

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

[redacted]

Florida Power & Light Co.
P.O. Box 40, Ft. Myers, Fl. 33902
Prepared by B.M. Newberry

EASEMENT

Form 3722 (Stocked) Rev. 6/80

Date 8-14 19 85

ER No. 5101-1-530
Pole No.

Sec. 17 Twp. 45S Rge. 25E

1982900

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as, the size of and remove such facilities or any of them, on the property described as follows:

The E½ of the S½ of the SW¼ of the NW¼ of the NW¼ of Section 17, T 45S, R 25E, Lee County, Florida, executing therefrom the Southerly 30 feet and the Easterly 30 feet thereof for road purposed; together with an easement for ingress and egress over and across the road easements described in or Book 702, at page 151 of the Public Records of Lee County, Florida.
Being the E½ Lot 4, Suburban Ranchettes, unrecorded subject to easements, restrictions and reservations on record.
Said easement more particularly described as follows:
The north six (6) feet of the East one hundred seventy five (175) feet of the above described property.

RECORD VERIFIED - CHARLIE GREEN, CLERK

RECORDED 8/23/85 BOOK 1800 PG 1136

DCI 2016-00011

Documentary Tax Pd. $ 50
$ Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By S Dennistoun Deputy Clerk

together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and any cable and conduit within the easement and to operate the same for communications purposes with the right of ingress and egress to said premises at all times, to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution, and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned ha__ signed and sealed this agreement on 8-14 , 19 85.

Signed, sealed and delivered
in the presence of:

Lisa K. Boles — Phillip H. Tomlinson (SEAL)
Cathy D. Hall — x Cora E. Tomlinson (SEAL)
(SEAL)
(SEAL)

STATE OF FLORIDA AND COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of ____, 19__,
by ____ and ____
respectively the ____ President and ____ Secretary of ____
a ____ corporation, on behalf of the corporation.

CHARLIE GREEN CLERK OF CIRCUIT COURT
AUG 23 9 26 AM '85
RECORDER'S OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

STATE OF FLORIDA AND COUNTY OF Lee

The foregoing instrument was acknowledged before me this 14th day of August, 1985
by Phillip H. Tomlinson and Cora E. Tomlinson.

Notary Public, State of Florida at Large
My commission expires November 11, 1985

Lisa K. Boles
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:

[redacted]

1702545

MAP OF SURVEY

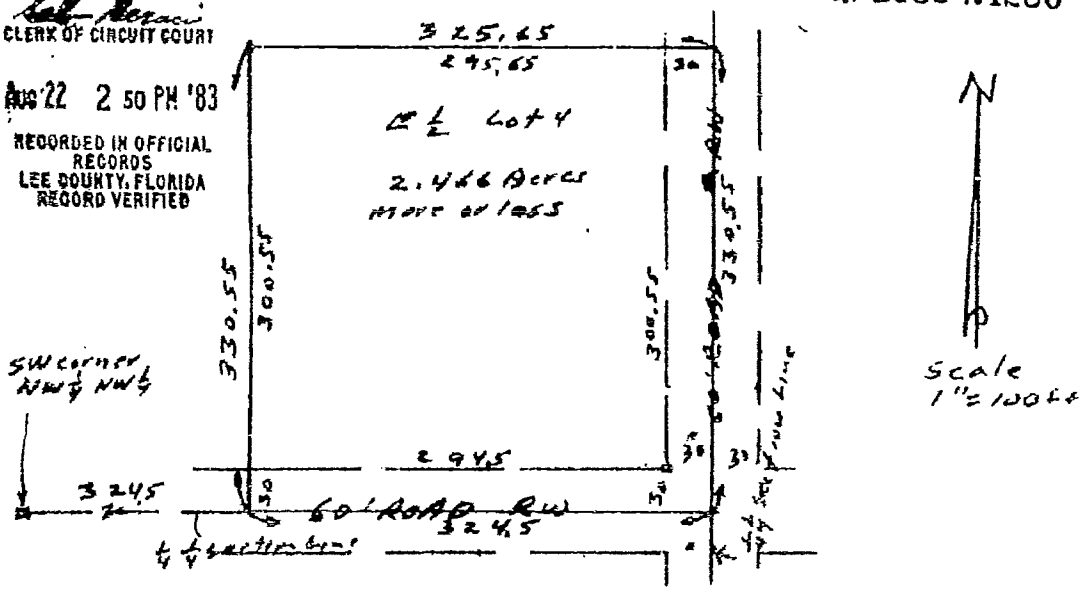
The E½ Lot 4 SUBURBAN RANCHETTES unrecorded plat in section 17, T45S R25E Lee County, Florida

OR 1685 PG 4286

CLERK OF CIRCUIT COURT

AUG 22 2 50 PM '83

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED



Legal Description:

The E½ of the S½ of the SW¼ of the NW¼ of the NW¼ of section 17, T45S, R25E, Lee County, Florida, excepting therefrom the Southerly 30 feet and the Easterly 30 feet thereof for road purposes; together with an easement for ingress and egress over and across the road easements described in OR Book 782, at page 151 of the Public Records of Lee County, Florida.

Being the E½ Lot 4 SUBURBAN RANCHETTES, unrecorded

subject to easements, restrictions and reservations of record.

I hereby Certify that the survey represented hereon meets the minimum requirements adopted by the F.S. P.L.S. and F.A.C. 9

certified:

Wm. E. ELLIOTT
P.O. Box 6075 MM
Ft Myers, Fla 33901

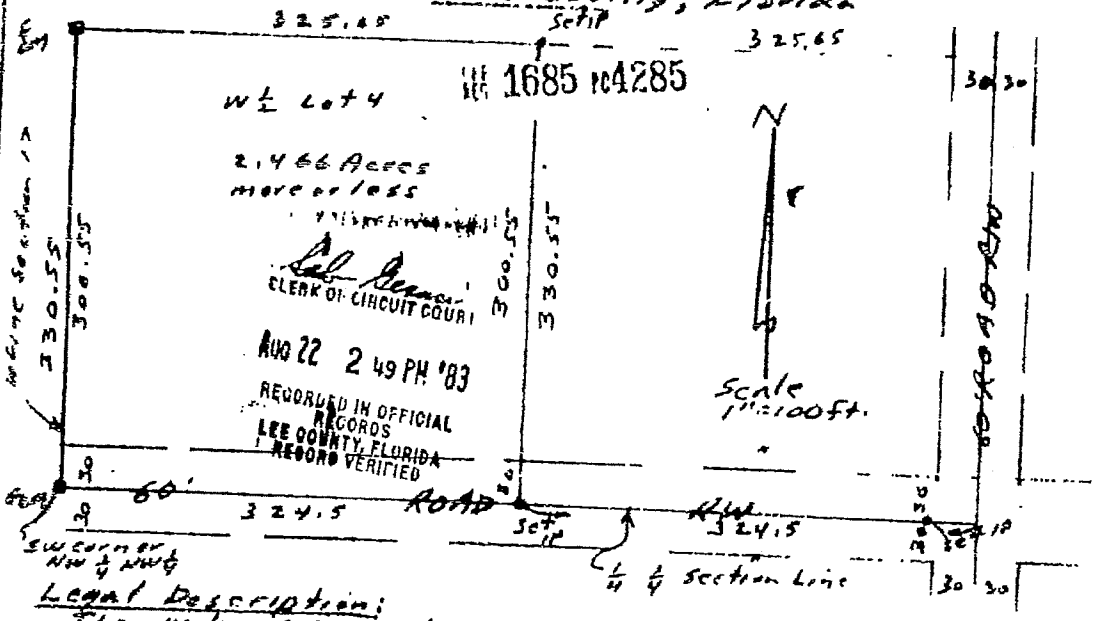
Reg. Land Surveyor
Fla. Certificate No. 1456
P.O. Box 423
Ft. Myers, Fla 33902
2-12-81

Job 5311

Order: 5695442 Doc: 1685-4286 REC ALL
Page 1 of 1
Created By: Jen Yeakley Printed: 3/15/2016 2:14:15 PM

MAP OF SURVEY

1702544 | W½ of LOT 4 SUBURBAN RANCHETTES
Section 17, T45S, R25E
Lee County, Florida



OR 1685 PG 4285

Legal Description:

The W½ of the S½ of the SW¼ of the NW¼ of the NW¼ of section 17, T45S, R25E, Lee County, Florida excepting therefrom the southerly 30 feet and the easterly 30 feet thereof for road purposes; together with an easement for ingress and egress over and across the southerly 30 feet of the S½ of the SW¼ of the NW¼ of the NW¼ of said section 17 and over and across the road easements described in OR Book 782, page 151 of the public records of Lee County, Florida.
Being the W½ of Lot 4, of SUBURBAN RANCHETTES, unrecorded.
Subject to easements, restrictions and reservations of record.

I hereby certify that the survey represented hereon meets the minimum requirements adopted by the F.S.P.L.S. and F.L.T.A.

Certified to
Wm E. Elliott
P.O. Box 6075
Ft Myers Fla 33901
481 0597

Gerald W. Smith
Reg. Land Surveyor
Fla. Certificate No. 1456
P.O. Box 423
Ft. Myers, Fla 33902
2-12-81
J.L. 5310

Order: 56995442 Doc: 1685:4285 RED ALL

Created By: Jim Yeakley Printed: 3/15/2016 2:14:15 PM

FORM 109 FLORIDA Warranty Deed (Statutory)

569936

TO BLANK RECORDING OFFICE: Please record and return to the following address:

This instrument was prepared by
[illegible] ESQ; Attorney
[illegible]

This Indenture

OR 641 PG 215

Made this 16th *day of* November *A. D. 1970*

Wherever used herein, the terms "party" shall include the heirs, personal representatives, successors and assigns of the respective parties hereto. In case of the plural number, where appropriate, the singular shall include the plural and the plural the singular. The use of any gender shall include all genders.

Between SUBURBAN RANCHETTES, INC.
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Lee *and*
State of Florida *party of the first part, and* C. HOWARD BAIER and MARIE A. BAIER, Husband and Wife, as tenants by the entirety, whose post office address is: 4627 Siesta Circle, Fort Myers, Florida 33901.

of the County of Lee *and State of* Florida
party of the second part,

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS--------*Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of* Lee *, State of Florida, to wit:*

The South one-half (S½) of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section 17, Township 45 South, Range 25 East, EXCEPTING THEREFROM the easterly 30 feet thereof.
TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West one-half (W½) of the West one-half (W½) of the Northwest quarter (NW¼) and the West 30 feet of the East one-half (E½) of the West one-half (W½) of the Northwest quarter (NW¼) of Section 17, Township 45 South, Range 25 East. Provided that the property herein conveyed shall not be used as a mobile home residence for any mobile home less that 30 feet in length unless the same shall be approved by the Grantor herein. Subject to easements, restrictions and reservations of record.

STATE OF FLORIDA DOCUMENTARY STAMP TAX REC'D [illegible] 1970 BOOK 641 PAGE 215

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its the day and year above written.*

(Corporate Seal)

SUBURBAN RANCHETTES, INC.

Attest: _____ By _____
James R. Smith *President.*

Signed, Sealed and Delivered in Our Presence:

_____

_____

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA
Nov 20 4 23 PM '70
D.T. FARABEE CLERK CIRCUIT COURT
BY _____ D.C.

State of Florida

County of Lee

I Hereby Certify, *That on this* 16th *day of* November *A. D. 1970, before me personally appeared* JAMES R. SMITH *President and* ~~respectively~~ *of* SUBURBAN RANCHETTES, INC. *, a corporation under the laws of the State of* Florida *, to me known to be the persons described in and who executed the foregoing conveyance to*

C. HOWARD BAIER and MARIE A. BAIER, Husband and Wife

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness *my signature and official seal at* Fort Myers *in the County of* Lee *and State of Florida, the day and year last aforesaid.*

STATE OF FLORIDA DOCUMENTARY STAMP TAX $1.10

STATE OF FLORIDA DOCUMENTARY STAMP TAX $1.10

_____
Notary Public
My Commission Expires 3-28-71

INSTR # 2010000192238, Doc Type MTG, Pages 10, Recorded 08/03/2010 at 10:38 AM, Charlie Green, Lee County Clerk of Circuit Court, Mtg Doc: $700.00 Int. Tax $400.00 Rec. Fee $86.50 Deputy Clerk TKING

file 901397

After Recording Return To:
Florida Title Guarantee
6611 Orion Dr #201
Fort Myers, FL 33912

This instrument was prepared by:
MCCAUGHAN MORTGAGE COMPANY, INC.
1705 COLONIAL BLVD., STE. B2
FORT MYERS, FL 33907

LOAN #: 087082

[Space Above This Line for Recording Data]

MORTGAGE

MIN 1004834-8561200863-8

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated JULY 30, 2010, together with all Riders to this document.
(B) "Borrower" is DANIEL E CEILLEY AND ELIZABETH E CEILLEY, HUSBAND & WIFE.

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is MCCAUGHAN MORTGAGE COMPANY, INCORPORATED

Lender is a CORPORATION, organized and existing under the laws of FLORIDA.
Lender's address is 7245 SW 87TH AVE, STE 200, MIAMI, FL 33173-3566.

(E) "Note" means the promissory note signed by Borrower and dated JULY 30, 2010. The Note states that Borrower owes Lender **********TWO HUNDRED THOUSAND AND NO/100********** Dollars (U.S. $200,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2040.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

LOAN #: 087082

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	
☐ V.A. Rider		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of Lee [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Tax ID #: 08-45-25-00-00003.0010

which currently has the address of 7030 PENZANCE BLVD, Fort Myers, [Street] [City]

Florida 33912 ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law

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requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased

to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security

Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration

LOAN #: 087082

of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

_____

_____ (Seal)
DANIEL E CEILLEY

_____

_____ (Seal)
ELIZABETH E CEILLEY

State of FLORIDA County of LEE

The foregoing instrument was acknowledged before me this 30th July 2016 (date) by DANIEL E CEILLEY AND ELIZABETH E CEILLEY, who is personally known to me or who has produced Drivers Lic as identification.

NICOLE TANSEY
Commission # DD 956137
Expires February 27, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Signature
Closer / Notary
Title or Rank

_____
Serial Number, (if any)

EXHIBIT "A"

LEGAL DESCRIPTION

Description of a Parcel lying in Section 08, T-45-S, R-25-E, Lee County, Florida.
(Parcel "B")

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 8, Township 45 South, Range 25 East, being a part of the parcel as described in Official Records Book 1687, Page 3764, and being further bounded and described as follows:
Commencing at the Southwest corner of said Section 8; thence N. 88° 50' 03"E, along the South line of said Section 8 for 164.64 feet to the point of beginning of the herein described parcel; thence N. 01° 10' 32" W. for 735.58 feet to the South right-of-way line of Penzance Road (60 feet wide); thence S. 86° 45' 48" E. along said South right-of-way line for 164.24 feet; thence S. 01° 14' 46" E. for 722.97 feet to the South line of said Section 8; thence S. 88° 50' 03" W. along said South line for 164.65 feet to the point of beginning.

Bearings are based on the South line of said Section 8, being S.88° 50' 03"W.

106.20
117.15
223.35

Form 4N Florida WARRANTY DEED—Statutory Form

170928 DEED 258 PAGE 453

This Indenture,

Made this 28th *day of* June *A. D. 19* 56

Between WALTER ASHTON SMITH and EDYTHE V. SMITH, husband and wife

of the County of Lee *in the State of* Florida
parties of the first part, and A. ALBERT GREEN and I. N. MELTZER, as Co-Trustees, whose correct address is

of the County of *in the State of*
parties of the second part,

Witnesseth, *that the said parties of the first part, for and in consideration of the sum of* Ten Dollars and other valuable considerations *to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said parties of the second part, their nominees, heirs and assigns forever, the following described land, situate, lying and being in the County of* Lee *, State of Florida, to wit:*

The South half (S½) of Section Eight (8); The South half (S½) of Section Sixteen (16); All of Sections Seventeen (17) and Twenty-one (21); The North half (N½) of Northwest quarter (NW¼); the South half (S½) of Northwest quarter (NW¼); and the North half (N½) of the Southwest quarter (SW¼), all in Section Twenty-two (22); The southwest quarter (SW¼) of Southwest quarter (SW¼) of Section Twenty-three (23); and The Northeast quarter (NE¼) of Section 27; All in Township Forty-five (45) South, Range Twenty-five (25) East.

Excepting from this conveyance and reserving unto parties of the first part all oil, gas and mineral rights in, on or under the above described lands.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, *the said parties of the first part have hereunto set their hands and seals the day and year first above written.*

Signed, Sealed and Delivered in Our Presence:

Walter Ashton Smith

Edythe V. Smith

DEED 258 PAGE 454

State of Florida,

County of LEE

I HEREBY CERTIFY, *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,*

WALTER ASHTON SMITH and EDYTHE V. SMITH

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they *acknowledged before me that* they *executed the same freely and voluntarily for the purposes therein expressed.*

AND I FURTHER CERTIFY, *That the said* EDYTHE V. SMITH

known to me to be the wife of the said WALTER ASHTON SMITH *on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.*

WITNESS *my hand and official seal at* Fort Myers *County of* Lee *, and State of Florida, this* 28th *day of* June *, A. D. 1956 .*

Notary Public

My Commission Expires

Notary Public, State of Florida at Large,
My Commission expires Oct. 25, 1957.
Bonded by American Fire and Casualty Co.

[redacted]

Warranty Deed

TO

Date

ABSTRACT OF DESCRIPTION

170916

STATE OF FLORIDA,
County of Lee

On this 5th *day of* July *A. D. 1956, at* o'clock *m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages* 463 *of Book* 258 *in the public records of said County.*

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the* Judicial Circuit *of said State, in and for said County.*

D. J. Fraher Clerk.
D. C. Bennett, D. C.

Shutman & Cooper
1325 S.W. 1st St.
Miami, Fla.

INSTR # 2014000064104, Doc Type MTG, Pages 24, Recorded 03/31/2014 at 01:38 PM, Linda Doggett, Lee County Clerk of Circuit Court, Mtg Doc: $2674.00 Int. Tax $1528.00 Rec. Fee $205.50 Deputy Clerk ERECORD

Return To:
Busey Bank,

6699 North Sheridan Rd.
Peoria, IL 61614
217-326-5265

This document was prepared by:
Busey Bank
7980 Summerlin Lakes Drive
Fort Myers, FL 33907
239-790-8000

[Space Above This Line For Recording Data]

15655

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 28th, 2014 together with all Riders to this document.
(B) "Borrower" is NICHOLAS CAMERATTA, A Married Man

The referenced properties are not the homestead of the Borrower

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is Busey Bank,

Lender is a An Illinois Banking Corporation
organized and existing under the laws of State of Illinois

Lender's address is 6699 North Sheridan Rd., Peoria, IL 61614

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated March 28th, 2014
The Note states that Borrower owes Lender Seven Hundred Sixty Four Thousand and no/100
Dollars
(U.S. $ 764,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1st, 2034
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[x] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[x] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County [Type of Recording Jurisdiction] of Lee [Name of Recording Jurisdiction]:

see attached

Parcel ID Number: 12-45-25-61-00000.0044 which currently has the address of [Street]

12210 BLASINGIM RD

FORT MYERS [City], Florida 33966 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

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can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

	(Seal)
	NICHOLAS CAMERATTA -Borrower
	15301 TREEDALE FORT MYERS, FL 33912 (Address)
	(Seal) -Borrower
	(Address)
(Seal) -Borrower	(Seal) -Borrower
(Address)	(Address)
(Seal) -Borrower	(Seal) -Borrower
(Address)	(Address)
(Seal) -Borrower	(Seal) -Borrower
(Address)	(Address)

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STATE OF FLORIDA, Lee County ss:
The foregoing instrument was acknowledged before me this March 28th, 2014 by
NICHOLAS CAMERATTA

who is personally known to me or who has produced _____ as identification.

Cheryl A. Yang
Notary Public

CHERYL ANN YANG
MY COMMISSION # FF 028038
EXPIRES: October 17, 2017
Bonded Thru Notary Public Underwriters

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

Loan origination organization Busey Bank
NMLS ID 509055
Loan originator Debbie Rybka
NMLS ID 637382

EXHIBIT "A"

Parcel 1

The North Half (N1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 2

Lot 3 of that certain unrecorded subdivision known as SUBURBAN RANCHETTES, more particularly described as follows: The North Half (N1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 3

The East Half (E 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Southerly 30 feet and the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

AND

The West Half (W 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Southerly 30 feet thereof for road purposes; TOGETHER WITH an easement for ingress and egress over and across the Southerly 30 feet of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 17, Township 45 South, Range 25 East, Lee County, Florida, and over and across the road easements described in O.R. Book 762, Page 161, of the Public Records of Lee County, Florida. (Being the West 1/2 of Lot 4 of SUBURBAN RANCHETTES, unrecorded).

Parcel 4

The North Half (N1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Created By: Jim Yeakley Printed: 3/15/2016 2:14:07 PM

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps) 15655

THIS ADJUSTABLE RATE RIDER is made this 28th day of March 2014 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Bussey Bank,

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

12210 BLASINGIM RD, FORT MYERS, FL 33966

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.250 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of April, 2019 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Created By: Jim Yeakley Printed: 3/15/2016 2:14:27 PM

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding three and three quarters percentage points (3.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.250 % or less than 3.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

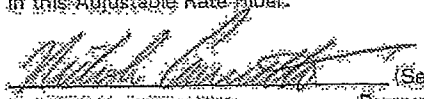
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Created By: Jira Yeakley Printed: 3/15/2015 2:14:39 PM

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



NICHOLAS CAMERATTA (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

1-4 FAMILY RIDER
(Assignment of Rents)

15658

THIS 1-4 FAMILY RIDER is made this 26th day of March, 2014, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Busey Bank,

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

12210 BLASINGIM RD., FORT MYERS, FL 33966
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

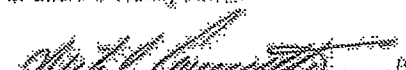
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Order: 3465443 Doc: 2014-64104 Rec All
Page 23 of 24
Created By: Jen Yeakley Printed: 3/15/2016 2:14:41 PM

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



NICHOLAS CAMERATTA -Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

INSTR # 2011000023018, Doc Type D, Pages 3, Recorded 01/28/2011 at 12:15 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $700.00 Rec. Fee $27.00 Deputy Clerk CKELLER

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COMMUNITY DEVELOPMENT
DCI 2016-00011

Prepared By:
Cynthia Carpenter
Security Title and Trust, Inc.
12820 Kenwood Lane, Suite 4
Fort Myers Fl 33907
File No. 1-10-0480
Parcel ID Number: 08-45-25-00-00003.001A

(5)

Warranty Deed

This Indenture, Made this 21 day of January, 2011 A.D. **Between**
Glen A. Abbott and Gayle L. Abbott, husband and wife
whose address is: 208 SE 12th Ave., Cape Coral, FL 33990
Grantors, and

Daniel E. Ceilley and Elizabeth E. Ceilley, husband and wife, in consummation of that certain Right of First Refusal and Option to Purchase recorded August 16, 2010, in Official Records Instrument No. 2010000204468
whose address is:7030 Penzance Blvd., Fort Myers, FL 33966
grantees.

Witnesseth that the GRANTORS, for and in consideration of the sum of
----------**TEN DOLLARS ($10)**---------- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of LEE State of Florida to wit:

Parcel A:
A tract or parcel of land situate in the State of Florida, County of Lee, lying in Section 8, Township 45 South, Range 25 East, being a part of the parcel as described in Official Records Book 1687, Page 3764, and being further bounded and described as follows:
Beginning at the Southwest corner of said Section 8; thence N 01 deg. 06'26" W., along the West line of said Section 8 for 748.18 feet to the South right-of-way line of Penzance Road (60 feet wide); thence S 86 deg. 45'48" E., along said South right-of-way line for 164.24 feet; thence S 01 deg. 10'32" E., for 735.58 feet to the South line of said Section 8; thence S 88 deg. 50'03" W., along said South line for 164.64 feet to the point of Beginning. (bearings based on the South line of said Section 8 being S 88 deg. 50'03" W.)

Order: 5003443 Doc: 2011-23018 Page 1 of 3 Created By: Jin Yeakley Printed: 5/16/2016 9:48:08 AM

Warranty Deed Continued

The subject property is not the homestead of the Grantor(s)nor is it contiguous thereto.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 Signature
Printed Name: Kenneth P. Bucher

Witness #2 Signature
Printed Name: C F Harmon

Glen A. Abbott

STATE OF FL

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 24 **day of** _____, **2011 by Glen A. Abbott is are personally known to me or who has produced his** _____ **as identification.**

seal/stamp

L. F. HARMON
Notary Public - State of Florida
My Comm. Expires Oct 21, 2013
Commission # DD 934717

Notary Public Signature

Printed Name: C.F. HARMON

My Commission Expires: 10/21/13

DCI 2016-00011

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Warranty Deed Continued

Signed, sealed and delivered in our presence:

Witness #1 Signature: Lura N Mills
Printed Name: LURA N. MILLS

Witness #2 Signature: William P Mills
Printed Name: William P. Mills

Gayle L. Abbott: Gayle L Abbott

STATE OF TN
COUNTY OF Blount

The foregoing instrument was acknowledged before me this 18th **day of** January, 2011 **by Gayle L. Abbott who is personally known to me or who has produced her** FL Drivers license **as identification.**

Notary Public Signature: Suzanne Julian

Printed Name: Suzanne Julian

My Commission Expires: 8/3/13

SUZANNE JULIAN
Seal/Stamp
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF KNOX

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JUN 01 2016
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DCI 2016-00011

INSTR # 2010000192237, Doc Type D, Pages 3, Recorded 08/03/2010 at 10:38 AM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $1750.00 Rec. Fee $27.00 Deputy Clerk TKING

This Instrument Prepared by and Return to:
Liz Cramsey
Florida Title & Guarantee
6611 Orion Drive, Suite 201
Fort Myers, Florida 33912
Parcel I.D: 08-45-25-00-00003.0010
File No: 901397

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WARRANTY DEED

DCI 2016-00011

This Warranty Deed Made this **30th day of July, 2010, by Glen A. Abbott and Gayle L. Abbott, husband and wife,**
whose post office address is: **704 Tips Way, Maryville, Tennessee 37804**
hereinafter called the grantor:

to

Daniel E. Ceilley and Elizabeth E. Ceilley, husband and wife,
whose post office address is: **7030 Penzance Blvd, Fort Myers, Florida 33966,**
hereinafter called the grantee

WITNESSETH: That said grantor, for and in consideration of the sum of $10.00 (Ten) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

Description of a Parcel lying in Section 08, T-45-S, R-25-E, Lee County, Florida.
(Parcel "B")

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 8, Township 45 South, Range 25 East, being a part of the parcel as described in Official Records Book 1687, Page 3764, and being further bounded and described as follows:
Commencing at the Southwest corner of said Section 8; thence N. 88° 50' 03"E, along the South line of said Section 8 for 164.64 feet to the point of beginning of the herein described parcel; thence N. 01° 10' 32" W. for 735.58 feet to the South right-of-way line of Penzance Road (60 feet wide); thence S. 86° 45' 48" E. along said South right-of-way line for 164.24 feet; thence S. 01° 14' 46" E. for 722.97 feet to the South line of said Section 8; thence S. 88° 50' 03" W. along said South line for 164.65 feet to the point of beginning.

Bearings are based on the South line of said Section 8, being S.88° 50' 03"W.

****There are to be no transfers of the property within 30 days of closing of this transaction*****

The property is not the homestead of the Grantor(s).
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2009, reservations, restrictions and easements of record, if any.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: Angela D. Severeid
Printed Name: Angela D. Severeid

Glen A Abbott * See Attached

Witness Signature: Lindsay Frankfield
Printed Name: Lindsay Frankfield

Gayle L Abbott

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, ____ by Glen A. Abbott, who ( ) is/are personally known to me or who ( ) has/have produced driver license(s) as identification.

My Commission Expires: _____

*see attached

Notary Public
Serial Number

STATE OF TN
COUNTY OF Blount

The foregoing instrument was acknowledged before me this 28 day of July, 2016 by Gayle L Abbott, who ( ) is/are personally known to me or who (X) has/have produced driver license(s) as identification.

My Commission Expires: August 13, 2019

Lindsay Frankfield
Notary Public
Serial Number

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DCI 2016-00011

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: NICOLE TANSEY

Witness Signature: _____
Printed Name: Beverly Durr

_____
Glen A Abbott

_____

STATE OF **FLORIDA**
COUNTY OF **Lee**

The foregoing instrument was acknowledged before me this 30 **day of July, 2010** by **Glen A. Abbott**, who ( ) is/are personally known to me or who (X) has/have produced driver license(s) as identification.

My Commission Expires:_____

_____
Notary Public
Serial Number

NICOLE TANSEY
Commission # DD 956137
Expires February 27, 2014
Bonded Thru Troy Fain Insurance 800-365-7019

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DCI 2016-00011

INSTR # 2014000064052, Doc Type D, Pages 2, Recorded 03/31/2014 at 01:23 PM, Linda Doggett, Lee County Clerk of Circuit Court, Deed Doc. D $1855.00 Rec. Fee $18.50 Deputy Clerk ERECORD

This Instrument Prepared by: Robert P. Henderson, Esquire
Address: THE LAW OFFICE OF ROBERT P. HENDERSON
Post Office Box 1906
Fort Myers, FL 33902
(without examination of title)
Parcel Identification (Folio) No.:
Grantees Tax Identification No.:17-45-25-01-00000.0010

This Warranty Deed, made the 26th day of March 2014, by DAVID R. HEALD and JILL V. HEALD, husband and wife, herein after called the Grantor, to NICHOLAS R. CAMERATTA, whose post office address is 4954 Royal Gulf Circle, Fort Myers, Florida 33966, herein after called the Grantee.

(Wherever used the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires).

Witnesseth, that the Grantor, for and in consideration of the sum of $1.00 (one dollar) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee that certain land, situated in LEE County, State of FLORIDA, viz:

THE NORTH ONE-HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST, EXCEPTING THEREFROM THE EASTERLY 30 FEET THEREOF. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EAST 30 FEET OF THE WEST ONE-HALF (W ½) OF THE WEST ONE-HALF (W ½) OF THE NORTHWEST QUARTER (NW ¼) AND THE WEST 30 FEET OF THE EAST ONE-HALF (E ½) OF THE WEST ONE-HALF (W ½) OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

Subject to easement, restrictions and reservations of record, if any and taxes for the calendar year 2014.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

In Witness Whereof, said Grantor have signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness Signature (as to First Grantor)

Robert P. Henderson
Printed Name

Witness Signature (as to First Grantor)

Jeannette P. Flinders
Printed Name

DAVID R. HEALD, Grantor

Witness Signature (as to Second Grantor)

Robert P. Henderson
Print Name

Witness Signature (as to Second Grantee)

Jeannette P. Flinders
Print Name

JILL V. HEALD, Grantor

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared DAVID R. HEALD, known to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. Said person provided the following type of identifications Florida Driver License.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of March 2014.

(SEAL)



Notary Public

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared JILL V. HEALD, known to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. Said person provided the following type of identifications Florida Driver License.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of March 2014.

(SEAL)



Notary Public

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JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

INSTR # 2014000064050, Doc Type D, Pages 2, Recorded 03/31/2014 at 01:22 PM, Linda Doggett, Lee County Clerk of Circuit Court, Deed Doc. D $1575.00 Rec. Fee $18.50 Deputy Clerk ERECORD

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Richard W. Pringle
STRAYHORN & STRAYHORN
Post Office Box 1545
Fort Myers, Florida 33902
Property Appraiser's Parcel Id
17-45-25-01-00000.0020

WARRANTY DEED
(STATUTORY FORM)

THIS INDENTURE, made this 21st day of March, 2014, by AdvantaIRA Trust, LLC, Custodian FBO Joseph Montgomery, IRA # 6644001, as the Death Beneficiary of Michael M. Strayhorn under the Michael Strayhorn Profit Sharing Plan & Trust (f/k/a the Michael Strayhorn Money Purchase Pension Plan & Trust), whose mailing address is 1520 Royal Palm Square Boulevard, Suite 320, Fort Myers, Florida, 33919, GRANTOR, and Nicholas R. Cameratta, a married man, whose address is 4954 Royal Gulf Circle, Fort Myers, Florida, 33966, GRANTEE (the terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates).

WITNESSETH: That said Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

> The South one-half (S ½) of the Northwest quarter (NW ¼) of the Northwest quarter (NW ¼) of the Northwest quarter (NW ¼) of Section 17, Township 45 South, Range 25 East, Excepting therefrom the Easterly 30 feet thereof.
>
> Together with an easement for ingress and egress over and across the East 30 feet of the West one-half (W ½) of the West one-half (W ½) of the Northwest quarter (NW ¼) and the West 30 feet of the East one-half (E ½) of the West one-half (W ½) of the Northwest quarter (NW ¼) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.
>
> Which property has a common address of 12090 Blasingim Road, Fort Myers, FL 33966.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

DCI 2016-00011

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Witnesses:

Sign _____

Print _____
Witness

Sign _____

Print _____
Witness

AdvantaIRA Trust, LLC FBO
Joseph M Montgomery IRA #6644001

_____
Theresa Knower, IRA Administrator

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STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF LEE

SUBSCRIBED AND SWORN to before me by Theresa Know, IRA Administrator for AdvantaIRA Trust, LLC FBO Joseph Montgomery IRA #6644001, who is personally known to me or has produced _____ as identification, on this 26 day of March, 2014.

KELSEY M. DINEEN
Commission # EE 081688
Expires April 6, 2015

Sign _____

Print _____
NOTARY PUBLIC

DCI 2016-00011

INSTR # 2014000064083, Doc Type D, Pages 3, Recorded 03/31/2014 at 01:29 PM, Linda Doggett, Lee County Clerk of Circuit Court, Deed Doc. D $1925.00 Rec. Fee $27.00 Deputy Clerk ERECORD

Return to:

Bruce D. Green
Green Schoenfeld & Kyle LLP
1380 Royal Palm Square Blvd.
Fort Myers, Florida 33919

This Instrument Prepared By:

Bruce D. Green
Green Schoenfeld & Kyle LLP
1380 Royal Palm Square Blvd.
Fort Myers, Florida 33919

Parcel I.D. Nos: 17-45-25-01-00000.0040A
17-45-25-01-00000.0040

WARRANTY DEED

THIS DEED is made on March 25, 2014, between Cora L. Tomlinson, a single person (the "Grantor"), and Nicholas R. Cameratta (collectively the "Grantee"), whose address is 4954 Royal Gulf Circle, Fort Myers, Florida 33966.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (US$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and transfer unto the Grantee, those lands located in Lee County, Florida, described as follows and hereinafter called the "Property":

See attached Exhibit A,
Parcel #1

and

See attached Exhibit A,
Parcel #2

SUBJECT TO easements, restrictions and reservations of record.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

THIS DEED HAS BEEN PREPARED WITHOUT BENEFIT OF SURVEY OR TITLE EXAMINATION.

Created by: Jim Yeakey Printed: 3/15/2016 2:14:23 PM

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except any outstanding taxes.

IN WITNESS WHEREOF, the Grantor, Cora I. Tomlinson, has hereunto set her hand and seal on the day and year above written.

Witnesseth:

Witness Signature

Diane T. Sites

Printed Name

Witness Signature

BRUCE D. GREEN

Printed Name

Cora I. Tomlinson
12210 Blasingim Road
Fort Myers, Florida 33966

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me on March 25, 2014, by Cora I. Tomlinson, the Grantor, ☑ who is personally known to me or ☐ who has produced a driver's license or _____ as identification.

NOTARY PUBLIC

Bruce D. Green
COMMISSION # EE175220
EXPIRES: MAR. 20, 2015
www.AaronNotary.com

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Order: 5691443 Doc: 2014-64083 Page 2 of 3 Created by: Jim Yeadley Printed: 3/15/2016 3:14:24 PM

EXHIBIT "A"

PARCEL #1

The East Half (E 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, EXCEPTING THEREFROM the Southerly 30 feet and the Easterly 30 feet thereof, TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

AND

PARCEL #2

The West Half (W 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, EXCEPTING THEREFROM the Southerly 30 feet thereof for road purposes, TOGETHER WITH an easement for ingress and egress over and across the Southerly 30 feet of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 17, Township 45 South, Range 25 East, Lee County, Florida, and over and across the road easements described in O.R. Book 762, Page 151, of the Public Records of Lee County, Florida. (Being the West 1/2 of Lot 4 of SUBURBAN RANCHETTES, unrecorded).

INST. # 2014000063944, Doc Type D, Pages 2, Recorded 03/31/2014 at 12:45 PM,
Linda Doggett, Lee County Clerk of Circuit Court, Deed Doc. D $1330.00 Rec. Fee
$18.50 Deputy Clerk ERECORD

This Instrument Prepared by and Returned to:
CHARLES H. STARK, ESQ.
Charles H. Stark, P.A.
986 Douglas Avenue, Suite 100
Altamonte Springs, FL 32714
Parcel ID #17-45-25-01-00000.0030

WARRANTY DEED

THIS WARRANTY DEED is made and entered into by WILLIAM E. ELLIOTT, INDIVIDUALLY, AND AS TRUSTEE of the Florene S. Marin Revocable Trust dated February 12, 1996 (TRUST) of the County of Lee and State of Florida whose post office address is 17260 Caloosa Trace Circle, Fort Myers, FL 33912 (the "Grantor") to NICHOLAS R. CAMERATTA, whose post office address is 4954 Royal Gulf Circle, Fort Myers, FL 33966 (the "Grantee");

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

> Lot 3 of that certain unrecorded subdivision known as SUBURBAN RANCHETTES, more particularly described as follows: The North Half (N ½) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W ½) of the West Half (W ½) of the Northwest Quarter (NW ¼) and the West 30 feet of the East Half (E ½) of the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey

said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, subject to easements and restrictions of record, if any, but this reference thereto shall not act to reimpose the same, and taxes for the year 2014.

IN WITNESS WHEREOF, the Grantors aforesaid have set their hands and seals this 27th day of March, 2014.

Signed, sealed and delivered in the presence of:

Print Name: Cameron Bell

Print Name: Angela Gillett

William E. Elliott, Individually, and as
Trustee of the Florene S. Marin Revocable
Trust dated February 12, 1996
17260 Caloosa Trace Circle
Fort Myers, FL 33912

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 27 day of March, 2014 by WILLIAM E. ELLIOTT, INDIVIDUALLY, AND AS TRUSTEE of the Florene S. Marin Revocable Trust dated February 12, 1996. Said did not take an oath and (check one) ☑ is personally known to me, ☐ produced a valid driver's license (issued by a state of the United States within the last five (5) years) as identification.

TAMMY J. COLLINS
Notary Public, State of Florida
Commission# EE 114604
My comm. expires Aug. 17, 2015

Print Name: Tammy S. Collins
Notary Public - State of Florida
Commission Number: EE 114604
My Commission Expires: 08/17/15

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Real Property Information

New Search

Account	Tax Year	Status
08-45-25-00-00003.001A	2015	PAID
Original Account	**Instrument No**	
08-45-25-00-00003.001A	2011000023018	
Owner		
CEILLEY DANIEL E + ELIZABETH E		
Physical Address	**Mailing Address**	
7020 PENZANCE BLVD FORT MYERS FL 33966	7030 PENZANCE BLVD FORT MYERS FL 33966 USA	
Legal Description		
BEG SW COR OF SEC THEN N 748.18 FT TH SELY ALONG ROW 164.24 TH S 735.58 TH W 164.64 TO POB AS DESC OR 3751/1845		
Outstanding Balance as of 3/16/2016		$0.00

Values & Exemptions

District	047
Market Assessed Value	$143,865
Agricultural Reduction Value	$100,040
Cap Assessed Value	$35,645
Taxable Value	$35,645
Combined Tax & Assessment Amount	$776.52

Ad Valorem Taxes

Taxing Authority	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	4.1506	35,645	0	35,645	$147.95
PUBLIC SCHOOL - BY LOCAL BOARD	2.2480	35,645	0	35,645	$80.13
PUBLIC SCHOOL - BY STATE LAW	5.0370	35,645	0	35,645	$179.54
LEE COUNTY ALL HAZARDS - MSTU	0.0693	35,645	0	35,645	$2.47
LEE COUNTY LIBRARY FUND	0.5956	35,645	0	35,645	$21.23
LEE COUNTY UNINCORPORATED - MSTU	0.8398	35,645	0	35,645	$29.93
SFL WATER MGMT-DISTRICT LEVY	0.1459	35,645	0	35,645	$5.20
SFL WATER MGMT-EVERGLADE CONST	0.0506	35,645	0	35,645	$1.80
SFL WATER MGMT-OKEECHOBEE LEVY	0.1586	35,645	0	35,645	$5.65
LEE COUNTY HYACINTH CONTROL	0.0263	35,645	0	35,645	$0.94
LEE COUNTY MOSQUITO CONTROL	0.2397	35,645	0	35,645	$8.54
SOUTH TRAIL FIRE DISTRICT	2.5000	35,645	0	35,645	$89.11
WEST COAST INLAND NAVIGATION DISTRICT	0.0394	35,645	0	35,645	$1.40

Non-Ad Valorem Assessments

Taxing Authority	Rate	Basis	Amount
LEE COUNTY SOLID WASTE ASSESSMENT	1.0000	VARIES	$202.63

Amount Due If Paid In

Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016
$745.46	$753.22	$760.99	$768.75	$776.52

Additional Options:

- eNotify
- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

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Page 1 of 1
6 matches

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Account	Tax Year	Name/ Address	Status/ Outstanding Balance	
17-45-25-01-00000.0010	2015	CAMERATTA NICHOLAS R 12030 BLASINGIM RD	PAID	Details Add to Cart
17-45-25-01-00000.0020	2015	CAMERATTA NICHOLAS R 12090 BLASINGIM RD	PAID	Details Add to Cart
17-45-25-01-00000.0030	2015	CAMERATTA NICHOLAS R 12150 BLASINGIM RD	PAID	Details Add to Cart
17-45-25-01-00000.0040	2015	CAMERATTA NICHOLAS R 12250 BLASINGIM RD	PAID	Details Add to Cart
17-45-25-01-00000.004A	2015	CAMERATTA NICHOLAS R 12210 BLASINGIM RD	PAID	Details Add to Cart
29-46-26-E1-25000.2490	2015	CAMERATTA NICHOLAS RAYMOND + 20165 EAGLE STONE DR	PAID	Details Add to Cart

New Search

Page 1 of 1
6 matches

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Real Property Information		New Search
Account	Tax Year	Status
17-45-25-01-00000.004A	2015	PAID
Original Account	Instrument No	
17-45-25-01-00000.004A	2014000064083	
Owner		
CAMERATTA NICHOLAS R		
Physical Address	Mailing Address	
12210 BLASINGIM RD FORT MYERS FL 33966	4954 ROYAL GULF CIR FORT MYERS FL 33966 USA	
Legal Description		
SUBURBAN RANCHETTES UNREC PT LOT 4 E 1/2 OF LOT 4 LESS E 30 FT + S 30 FT		
Outstanding Balance as of 3/15/2016		$0.00

Additional Options:

- eNotify
- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also: Property Appraiser | Clerk of Court

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Real Property Information		New Search
Account	Tax Year	Status
17-45-25-01-00000.0040	2015	PAID
Original Account	Instrument No	
17-45-25-01-00000.0040	2014000064083	
Owner		
CAMERATTA NICHOLAS R		
Physical Address	Mailing Address	
12250 BLASINGIM RD FORT MYERS FL 33966	4954 ROYAL GULF CIR FORT MYERS FL 33966 USA	
Legal Description		
W 1/2 OF S 1/2 OF SW 1/4 OF NW 1/4 OF NW 1/4 LESS S 30 FT AKA W 1/2 OF LT 4 SUBURBAN RANCHETTES		
Outstanding Balance as of 3/15/2016		$0.00

Additional Options:

- eNotify
- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also: Property Appraiser | Clerk of Court

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Real Property Information		New Search
Account	Tax Year	Status
17-45-25-01-00000.0030	2015	PAID
Original Account	Instrument No	
17-45-25-01-00000.0030	2014000063944	
Owner		
CAMERATTA NICHOLAS R		
Physical Address	Mailing Address	
12150 BLASINGIM RD FORT MYERS FL 33966	4954 ROYAL GULF CIR FORT MYERS FL 33966 USA	
Legal Description		
SUBURBAN RANCHETTES UNREC OR 273 PG 94 LOT 3 LESS E 30 FT		
Outstanding Balance as of 3/15/2016		$0.00

Additional Options:

- eNotify
- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also: Property Appraiser | Clerk of Court

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Real Property Information		New Search
Account	Tax Year	Status
17-45-25-01-00000.0020	2015	PAID
Original Account	Instrument No	
17-45-25-01-00000.0020	2014000064050	
Owner		
CAMERATTA NICHOLAS R		
Physical Address	Mailing Address	
12090 BLASINGIM RD FORT MYERS FL 33966	4954 ROYAL GULF CIR FORT MYERS FL 33966 USA	
Legal Description		
SUBURBAN RANCHETTES UNREC OR 273 PG 94 LOT 2 LESS E 30 FT		
Outstanding Balance as of 3/15/2016		$0.00

Additional Options:

- eNotify
- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also: Property Appraiser | Clerk of Court

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	

File No.:

(LOT #1 BLASINGIM)

1. Effective Date: February 04, 2014 at 8:00 a.m.
2. Policy or Policies to be issued: Proposed Amount of Insurance:

   a. Owner's Policy (Identify form used)

      ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) $265,000.00

      Proposed Insured: Joseph Cameratta

   b. Loan Policy (Identify form used) $0.00

      ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)

      Proposed Insured:

   c. ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) $
      (Identify form used)

      Proposed Insured: Premium: $Total Premium

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: David R. Heald and Jill V. Heald, husband and wife
5. The land referred to in this Commitment is described as follows: See Schedule A (continued)

Cheffy Passidomo, P.A.

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule BI & BII are attached)

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File No.:

The North Half (N1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule BI	

File No.:

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or 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 from David R. Heald and Jill V. Heald, husband and wife to Joseph Cameratta conveying the land described under Schedule "A".

5. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

6. Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show PAID in the gross amount of $1,906.19 for Tax Identification No. 17-45-25-01-00000.0010.

7. 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.

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule BII	

File No.:

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. 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.

5. 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.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

9. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in

full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

10. Easement Agreement as set forth in instrument recorded in Book 3771, page 2154.

11. Oil gas and mineral reservations in Deed recorded in Deed Book 258, Page 453. No release of the right of entry under said reservations has been discovered. As a result, the affirmative coverage against damage to improvements as a result of the future exercise of the right to use the surface of the Land for extraction of minerals contained in the ALTA 9.3-06 or ALTA 9-06 Endorsement, as to a Loan Policy, or the ALTA 9.1, ALTA 9.2-06 or ALTA 9.5-06 Endorsement, as to an Owner's Policy, if any, attached hereto or incorporated herein by reference is hereby deleted from such Endorsement.

12. Note: All of the recording information contained herein refers to the Public Records of LEE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: 2075 Centre Point Blvd, , Tallahassee, Fl, 32308-3752.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

View Cart | Checkout | Help

Real Property Information | New Search

Account	Tax Year	Status
17-45-25-01-00000.0010	2013	PAID
Original Account	**Book/Page**	
17-45-25-01-00000.0010	3230/4105	
Owner		
HEALD DAVID R +JILL V		
Physical Address	**Mailing Address**	
12030 BLASINGIM RD FORT MYERS FL 33966	811 BIRDIE VIEW PT SANIBEL FL 33957 USA	
Legal Description		
N 1/2 OF NW 1/4 OF NW 1/4 OF NW 1/4 EXCEPT E 30 FT		
Outstanding Balance as of 2/7/2014		$0.00

District	047
Market Assessed Value	$119,250
Cap Assessed Value	$119,250
Taxable Value	$1,000.19
Combined Tax & Assessment Amount	

Ad Valorem Taxes

Taxing Authority	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	4.1500	119,250	0	119,250	$494.96
PUBLIC SCHOOL - BY LOCAL BOARD	2.2400	119,250	0	119,250	$267.07
PUBLIC SCHOOL - BY STATE LAW	5.3500	119,250	0	119,250	$637.99
LEE COUNTY ALL HAZARDS - MSTU	0.0693	119,250	0	119,250	$8.26
LEE COUNTY LIBRARY FUND	0.5956	119,250	0	119,250	$71.03
LEE COUNTY UNINCORPORATED - MSTU	0.8398	119,250	0	119,250	$100.15
SFL WATER MGMT-DISTRICT LEVY	0.1685	119,250	0	119,250	$20.09
SFL WATER MGMT-EVERGLADE CONST	0.0587	119,250	0	119,250	$7.00
SFL WATER MGMT-OKEECHOBEE LEVY	0.1838	119,250	0	119,250	$21.92
LEE COUNTY HYACINTH CONTROL	0.0291	119,250	0	119,250	$3.47
LEE COUNTY MOSQUITO CONTROL	0.2520	119,250	0	119,250	$30.05
SOUTH TRAIL FIRE DISTRICT	2.0000	119,250	0	119,250	$238.50
WEST COAST INLAND NAVIGATION DISTRICT	0.0394	119,250	0	119,250	$4.70

Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014
$1,829.94	$1,849.00	$1,868.07	$1,887.13	$1,906.19

Additional Options:

- eNotify
- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also:

Property Data for Parcel 17-45-25-01-00000.0010

Owner Of Record

HEALD DAVID R + JILL V
811 BIRDIE VIEW PT
SANIBEL FL 33957

Site Address

12030 BLASINGIM RD
FORT MYERS FL 33966

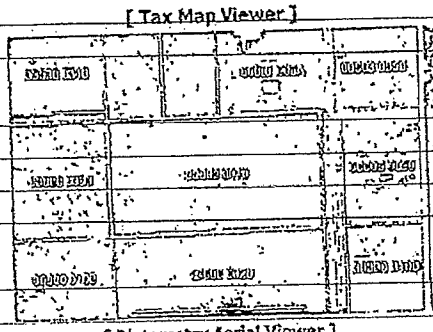
Legal Description

N 1/2 OF NW 1/4 OF NW 1/4
OF NW 1/4 EXCEPT E 30 FT

Classification / DOR Code

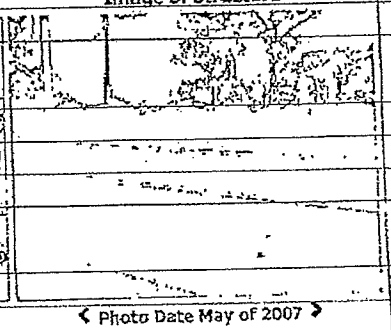
VACANT RESIDENTIAL / 00

[Tax Map Viewer]



[Pictometry Aerial Viewer]

Image of Structure



< Photo Date May of 2007 >

Property Values (2013 Tax Roll)

Just	119,250
Assessed	119,250
Portability Applied	0
Cap Assessed	119,250
Taxable	119,250
Cap Difference	0

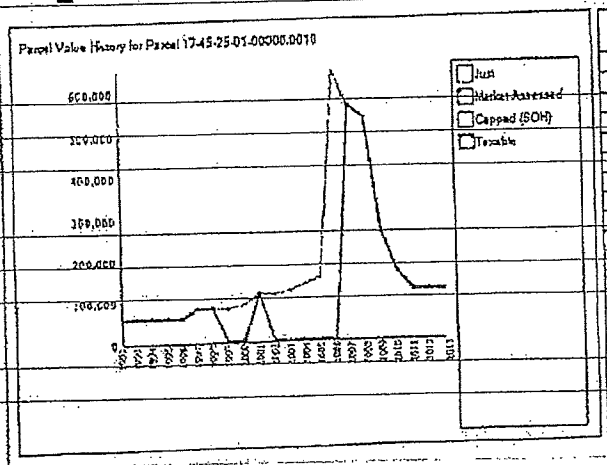
Exemptions

Homestead / Additional	0 / 0
Widow / Widower	0 / 0
Disability	0
Wholly	0
Senior	0
Agriculture	0

Attributes

Land Units Of Measure	AC
Units	4.77
Frontage	0
Depth	0
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0 / 0
Total Living Area	0
1st Year Building on Tax Roll	N/A
Historic District	No

Property Value History



Tax Year	Just	Market Assessed	SOH Assessed	Taxable	Source
1992	60,000	60,000	60,000	60,000	ROLL
1993	60,000	60,000	60,000	60,000	ROLL
1994	60,000	60,000	60,000	60,000	ROLL
1995	60,000	60,000	60,000	60,000	ROLL
1996	60,000	60,000	60,000	60,000	ROLL
1997	82,500	82,500	82,500	82,500	ROLL
1998	82,500	82,500	82,500	82,500	ROLL
1999	82,500	500	500	500	ROLL
2000	90,510	460	460	460	ROLL
2001	117,000	117,000	117,000	117,000	ROLL
2002	114,000	620	620	620	ROLL
2003	123,000	740	740	740	ROLL
2004	140,000	800	800	800	ROLL
2005	152,910	910	910	910	ROLL
2006	637,500	940	940	940	ROLL
2007	560,000	560,000	560,000	560,000	ROLL
2008	534,240	534,240	534,240	534,240	ROLL
2009	262,350	262,350	262,350	262,350	SOH
2010	166,950	166,950	166,950	166,950	SOH
2011	119,250	119,250	119,250	119,250	SOH
2012	119,250	119,250	119,250	119,250	SOH
2013	119,250	119,250	119,250	119,250	SOH

The Just value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to *Fair Market Value* we produce and is dated as of January 1st of the tax year in question (F.A.C. 12D-1.002).

The Market Assessed value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the *Highest and Best Use* standard or the *Present Use* standard (*F.S. 193.011*). For *Agriculturally Classified* parcels (or parts thereof), only agricultural uses are considered in the assessment (*F.S. 193.461 (6) (a)*). The difference between the *Highest and Best Use/Present Use* and the *Agricultural Use* is often referred to as the *Agricultural Exemption*.
(i.e. Market Assessed = Just - Agricultural Exemption)

The Capped (SOH) Assessed value is the *Market Assessment* after any *Save Our Homes* cap is applied. This assessment cap is applied to all Homesteaded properties and limits year-to-year assessment increases to either the *Consumer Price Index* or 3%, whichever is lower. Some *Homestead Exempt* taxing authorities use this assessment to calculate a parcel's taxes.
(i.e. Capped (SOH) Assessed = Market Assessed - SOH Cap)

The Taxable value is the *Capped (SOH) Assessment* after any personal exemptions, such as *Homestead*, are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes.
(i.e. Taxable = Capped (SOH) Assessed - Exemptions)

Taxing Authorities

SOUTH TRAIL FIRE / 047

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO ALL HAZARDS PROTECTION DIST / 101	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO LIBRARY DIST / 052	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO UNINCORPORATED MSTU / 020	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO HYACINTH CONTROL DIST / 051	Independent District	VIVIAN H. JONES 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	VIVIAN H. JONES 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
SOUTH TRAIL FIRE DISTRICT / 085	Independent District	WILLIAM B LOMBARDO FIRE CHIEF 5531 HALIFAX AVE FORT MYERS FL 33912
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	CHARLES N LISTOWSKI EXECUTIVE DIRECTOR 200 MIAMI AVE E VENICE FL 34285-2408
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	AMI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	AMI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
SFWMD-DISTRICT-WIDE / 110	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions

Sale Price	Date	OR Number	Type	Description	Vacant/Improved
145,000.00	03/09/2000	3230/4105	06	Sales qualified and included for sales ratio analysis Qualified (Fair Market Value / Arms Length / One STRAP #)	V
105,000.00	05/01/1996	2705/3001	06	Sales qualified and included for sales ratio analysis Qualified (Fair Market Value / Arms Length / One STRAP #)	V
100.00	04/01/1991	2226/4478	01	Sales disqualified as a result of examination of the deed Disqualified (Doc Stamp 70 / SP less th $100 / Other Disq)	V

Solid Waste (Garbage) Roll Data

Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
003 - Service Area 3			0	0.00

Collection Days		
Garbage	Recycling	Horticulture
Monday	Friday	Friday

Flood and Storm Information

Storm Surge Zone	Evacuation Zone	Flood Insurance [FIRM Look-up]			
		Community	Panel	Version	Date
C	C	125124	0429	F	8/28/2008

Appraisal Details

Land

Land Tracts

Use Code	Use Code Description	Depth	Frontage	Number of Units	Unit of Measure
0	Vacant Residential	0	0	4.77	Acres

INSTR # 4832566
OR BK 03230 PG 4105
RECORDED 03/14/00 03:58 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DOC TAX PAID, S.201.021 1,015.00
DEPUTY CLERK A Janke

10.50
1015.00

This Instrument Prepared By:
Jay A. Brett
SHEPPARD, BRETT, STEWART, HERSCH & KINSEY, P.A.
Attorneys at Law
2127 West First Street
P. O. Drawer 400
Fort Myers, Florida 33902

THIS WARRANTY DEED, made this 9th day of March, 2000, between BRIAN A. HOFFMANN AND SUE HOFFMANN, Husband and Wife, whose mailing address is: 2616 Oak Ridge Drive, Rocky Face, GA 30740-9071, as Grantors, and DAVID R. HEALD AND JILL V. HEALD, Husband and Wife, whose mailing address is: 14551 Majestic Eagle Court, Fort Myers, FL 33912, as Grantees,

WITNESSETH, that the Grantors, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD & VALUABLE CONSIDERATION------to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the Grantees, their heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4)OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST, EXCEPTING THEREFROM THE EASTERLY 30 FEET THEREOF.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EAST 30 FEET OF THE WEST ONE-HALF (W 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) AND THE WEST 30 FEET OF THE EAST ONE-HALF (E 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST.

SUBJECT to taxes for the calendar year 2000, easements, restrictions and reservations of record, if any.

Property Appraiser's Parcel Identification Number: 17-45-25-01-00000.0010

And the Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

Diane Keener
Witness Signature
DIANE KEENER
Printed Name of Witness
Judean L Gable
Witness Signature
Judean L Gable
Printed Name of Witness

Brian A. Hoffmann
BRIAN A. HOFFMANN

Diane Keener
Witness Signature
DIANE KEENER
Printed Name of Witness
Judean L Gable
Witness Signature
Judean L. Gable
Printed Name of Witness

Sue L. Hoffmann
SUE L. HOFFMANN

STATE OF GEORGIA

COUNTY OF Whitfield

Execution of the foregoing instrument was acknowledged before me this 9 day of March, 2000, by ~~BRIAN A. HOFFMANN AND SUE HOFFMANN, Husband and Wife,~~ who are (√) personally known to me or who have ( ) produced as identification.

Vera Nations
Signature of Notary Public
VERA NATIONS
Printed Name of Notary Public
Notary Public, Whitfield County, Georgia
My Commission Expires June 19, 2001

Commission Number:
Commission Exp. Date:

DCI 2016-00011

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JUN 01 2016
COMMUNITY DEVELOPMENT

101.20
117.15
223.35

TUTTLE/KAMP REGISTERED U.S. PAT. OFFICE

170926. DEED 258 PAGE 158

This Indenture,

Made this 28th day of June A. D. 1956

Between WALTER ASHTON SMITH and BLYTHE V. SMITH, husband and wife

of the County of Lee in the State of Florida
parties of the first part, and A. ALBERT GREEN and I. N. MELTZER, as Co-Trustees, whose correct address is

of the County of in the State of
parties of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said parties of the second part, their nominees, heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to wit:

The South half (S½) of Section Eight (8); The South half (S½) of Section Sixteen (16); All of Sections Seventeen (17) and Twenty-one (21); The North half (N½) of Northwest quarter (NW¼); the South half (S½) of Northeast quarter (NE¼); and the North half (N½) of the Southwest quarter (SW¼), all in Section Twenty-two (22); The southwest quarter (SW¼) of Southwest quarter (SW¼) of Section Twenty-three (23); and The Northeast quarter (NE¼) of Section 27; All in Township Forty-five (45) South, Range Twenty-five (25) East.

Excepting from this conveyance and reserving unto parties of the first part all oil, gas and mineral rights in, on or under the above described lands.

DCI 2016-00011

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPME

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Walter Ashton Smith
Blythe V. Smith

RV-2

DEED 258 PAGE 454

State of Florida,

County of LEE

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

WALTER ASHTON SMITH and BLYTHE V. SMITH

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said BLYTHE V. SMITH

known to me to be the wife of the said WALTER ASHTON SMITH on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Myers County of Lee, and State of Florida, this 28th day of June, A. D. 1956.

James S. Franklin, Jr.
Notary Public

My Commission Expires

Notary Public, State of Florida at Large
My Commission expires Oct. 24, 1957.
Bonded by American Fire and Casualty Co.

170926

Warranty Deed

TO

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA,
County of Lee

On this 5th day of July A. D. 1956, at 9 o'clock a. m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 453 of Book Deed 258 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County, this 5th day of July A. D. 1956.

D. J. Pavlakos Clerk.
D. C. Bonnette D. C.

Robertson & Coleman
325 S.W. 2nd St.
Miami, Fla.

DCI 2016-00011

RECEIVED
MAY 01 2016
COMMUNITY DEVELOPMENT

INST # 5520083 OR BK 03771 PG 2154 RECORDED 11/08/2002 11:21:19 AM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEED DOC 9.70
DEPUTY CLERK L Parent

NON-EXCLUSIVE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that David R. Heald and Jill V. Heald, Husband and Wife whose address is 811 Birdie View Point, Sanibel Island, FL 33957, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Sprint-Florida, Incorporated, a Florida corporation, whose address is 6391 Sprint Pkwy., KSOPHT0101-Z2040, Overland Park, KS, 66251-2040, its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and non-exclusive easement to construct, operate, maintain, replace and remove a communication system such as the Grantee may, from time to time, require, consisting of but limited to, underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities for similar uses, upon, over, through, under and along a parcel of land legally described as;

the west 15' of the east 30' of that property described in O.R. Book 3230, Page 4105, Public Records of Lee County, Florida (see attached Exhibit"A"), also described as the west 15' of Blasingim Road, a 60' right-of-way,

together with:

(A) the right of ingress and egress over and across the Land for the purpose of exercising the rights granted herein,

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract, and during construction or maintenance periods, to use additional areas as necessary on each side of the Easement Tract.

Grantor shall have the right to use and enjoy the Easement Tract except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees or other vegetation within the limits of the Easement Tract.

Grantee agrees to compensate Grantor for any damage or injury done to livestock, growing crops and/or other improvements in the course of construction and maintenance associated with the aforesaid communication system unless such damage or injury is caused by the negligent or intentional act or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors. Grantee agrees that any areas of the Land that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the permanent boundary of the Easement Tract shall be contoured in a manner comparable to the surrounding terrain, reseeded and allowed to return to the natural condition when said construction or maintenance is completed.

Grantee agrees to defend and hold harmless Grantor against any and all claims, demands, and causes of action arising in favor of any person, corporation, or governmental entity because of personal injury including death, or damages to property, including the communication system(s), resulting from the operations of Grantee, its employees, contractors, subcontractors, or agents, which are attributable to the grant of this right of way and easement, but excluding all claims, demands and causes of action as a result of the negligent or intentional acts or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors.

Grantor hereby agrees to warrant and forever defend title to the Land against the claims of any and all persons whomsoever, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

Grantor hereby warrants that Grantor is the owner of the Land, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

The covenants, terms, conditions and provisions continued herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 13th day of August, 2002

WITNESSES:

Linda E Reeves.
Signature of 1st Witness

Linda E. Reeves.
Printed Name of Witness

Signature of 2nd Witness

Cheryl Benzing
Printed Name of Witness

GRANTOR:

David R. Heald

Jill V. Heald

ACKNOWLEDGEMENT

STATE OF FL)
)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 22nd day of August, 2002, by David R. Heald and Jill V. Heald who is either personally known to me or ( ) has presented a drivers license as indentification.

Phyllis Sukut
Notary Public

PHYLLIS SUKUT
MY COMMISSION # DD 137677
EXPIRES: June 25, 2005
Bonded Thru Budget Notary Services

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

Prepared by and return to:
John Hopkins, FLAPKA0305
Sprint-Florida, Incorporated
P.O. Box 165000
Altamonte Springs, FL 32716-5000

DCI 2016-00011

OR BOOK 03771 PAGE 2156

INSTR # 4832566

OR BK 03230 PG 4105

RECORDED 03/14/00 03:58 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DOC TAX PD(F.S.201.02) 1,015.00
DEPUTY CLERK A Janke

10.50
1015.00

This Instrument Prepared By:
Jay A. Brett
SHEPPARD, BRETT, STEWART, HERSCH & KINSEY, P.A.
Attorneys at Law
2121 West First Street
P. O. Drawer 400
Fort Myers, Florida 33902

THIS WARRANTY DEED, made this 9th day of March, 2000, between BRIAN A. HOFFMANN AND SUE HOFFMANN, Husband and Wife, whose mailing address is: 2616 Oak Ridge Drive, Rocky Face, GA 30740-9071, as Grantors, and DAVID R. HEALD AND JILL V. HEALD, Husband and Wife, whose mailing address is: 14551 Majestic Eagle Court, Fort Myers, FL 33912, as Grantees,

WITNESSETH, that the Grantors, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD & VALUABLE CONSIDERATION——to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the Grantees, their heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4)OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST, EXCEPTING THEREFROM THE EASTERLY 30 FEET THEREOF.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EAST 30 FEET OF THE WEST ONE-HALF (W 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) AND THE WEST 30 FEET OF THE EAST ONE-HALF (E 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST.

SUBJECT to taxes for the calendar year 2000, easements, restrictions and reservations of record, if any.

Property Appraiser's Parcel Identification Number: 17-45-25-01-00000.0010

And the Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in Our Presence:

Witness Signature
DIANE KEENER
Printed Name of Witness
Judean L Gable
Witness Signature
Judean L Gable
Printed Name of Witness

BRIAN A. HOFFMANN

Witness Signature
DIANE KEENER
Printed Name of Witness
Judean L Gable
Witness Signature
Judean L. Gable
Printed Name of Witness

SUE L. HOFFMANN

STATE OF GEORGIA

COUNTY OF Whitfield

Execution of the foregoing instrument was acknowledged before me this 9 day of March, 2000, by BRIAN A. HOFFMANN AND SUE HOFFMANN, Husband and Wife, who are (✓) personally known to me or who have ( ) produced as identification.

Signature of Notary Public
VERA NATIONS
Printed Name of Notary Public

Notary Public, Whitfield County, Georgia
My Commission Expires June 19, 2001

Commission Number:
Commission Exp. Date:

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	

File No.:

(LOT # 3 BLASINGIM)

1. Effective Date: February 04, 2014 at 8:00 a.m.
2. Policy or Policies to be issued: Proposed Amount of Insurance:

   a. Owner's Policy (Identify form used)

      ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) $225,000.00

      Proposed Insured: Joseph Cameratta

   b. Loan Policy (Identify form used) $0.00

      ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)

      Proposed Insured:

   c. ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) (Identify form used) $

      Proposed Insured: Premium: $Total Premium

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: AdvantaIRA Trust, LLC, Custodian FBO Joseph Montgomery, IRA #664401, as the Death Beneficiary of Michael M. Strayhorn under the Michael Strayhorn Profit Sharing Plan & Trust (f/k/a the Michael Strayhorn Money Purchase Pension Plan & Trust)
5. The land referred to in this Commitment is described as follows: See Schedule A (continued)

Cheffy Passidomo, P.A.

VERIFY LEGAL

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule BI & BII are attached)

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A (Continued)	

File No.:

The South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule BI	

File No.:

REQUIREMENTS

VERIFY

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or 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 executed by AdvantaIRA Trust, LLC, Custodian, and as Trustee, if applicable, FBO Joseph Montgomery, IRA #664401, as the Death Beneficiary of Michael M. Strayhorn under the Michael Strayhorn Profit Sharing Plan & Trust (f/k/a the Michael Strayhorn Money Purchase Pension Plan & Trust), conveying the property described in Schedule A to Joseph Cameratta.

5. Record Certification of Trust pursuant to Section 736.1017, F.S., executed by the Successor Trustee or, if more than one, Co-Trustees of the Michael M. Strayhorn Profit Sharing Plan and Trust effective as of January 3, 2003 (Company's FATCO Form CT-1 or, if more than one Trustee, FATCO Form CT-2 or similar format). Said Certification of Trust must include as an Exhibit the following: i)Pertinent pages of the Trust and amendments thereto, if any, setting forth the name and date of the Trust, name of the Settlor of the Trust, name of the original Trustee, and those provisions relating to the appointment of the Successor Trustee(s); and, (ii) the death certificate of the prior Trustee or such other document as is required to establish the resignation or incapacity, as appropriate, of the prior Trustee.

6. Said Certification of Trust to ratify and confirm the conveyance recorded in Instrument 2013000181543.

7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

8. Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show PAID in the gross amount of $1,906.19 for Tax Identification No. 17-45-25-01-00000.0020.

9. 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.

SEE MS #1644 FOR VACANT PROPERTY

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule BII	

File No.:

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. 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.

5. 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.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

9. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in

full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

10. Restriction as set forth in instrument recorded in Book 641, Page 215.

11. Oil gas and mineral reservations in Deed recorded in Deed Book 258, Page 453. No release of the right of entry under said reservations has been discovered. As a result, the affirmative coverage against damage to improvements as a result of the future exercise of the right to use the surface of the Land for extraction of minerals contained in the ALTA 9.3-06 or ALTA 9-06 Endorsement, as to a Loan Policy, or the ALTA 9.1, ALTA 9.2-06 or ALTA 9.5-06 Endorsement, as to an Owner's Policy, if any, attached hereto or incorporated herein by reference is hereby deleted from such Endorsement.

12. Note: All of the recording information contained herein refers to the Public Records of LEE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: 2075 Centre Point Blvd, , Tallahassee, Fl, 32308-3752.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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Real Property Information — New Search

Account	Tax Year	Status
17-45-25-01-00000.0020	2013	PAID
Original Account	Instrument No	
17-45-25-01-00000.0020	2013000181543	

Owner
ADVANTAIRA TRUST LLC CUST
FOR JOSEPH MONTGOMERY IRA 684401 AS DEATH BENEFICIARY OF STRYAHORN
MICHAEL PROFIT SHARING PROFIT SHARING PLAN + TRUST

Physical Address	Mailing Address
12090 BLASINGIM RD	1520 ROYAL PALM SQUARE BLVD
FORT MYERS FL 33966	STE 320
	FORT MYERS FL 33919
	USA

Legal Description
SUBURBAN RANCHETTES UNREC OR 273 PG 94 LOT 2 LESS E 30 FT

Outstanding Balance as of 2/7/2014 $0.00

Purchase Price $225,000

District	047
Market Assessed Value	$119,250
Cap Assessed Value	$119,250
Taxable Value	$119,250
Combined Tax & Assessment Amount	$1,906.19

Ad Valorem Taxes

Taxing Authority	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	4.1506	119,250	0	119,250	$494.90
PUBLIC SCHOOL - BY LOCAL BOARD	2.2480	119,250	0	119,250	$268.07
PUBLIC SCHOOL - BY STATE LAW	5.3000	119,250	0	119,250	$631.99
LEE COUNTY ALL HAZARDS - MSTU	0.0063	119,250	0	119,250	$0.75
LEE COUNTY LIBRARY FUND	0.5956	119,250	0	119,250	$71.03
LEE COUNTY UNINCORPORATED - MSTU	0.8390	119,250	0	119,250	$100.05
SFL WATER MGMT-DISTRICT LEVY	0.1685	119,250	0	119,250	$20.09
SFL WATER MGMT-EVERGLADE CONST	0.0587	119,250	0	119,250	$7.00
SFL WATER MGMT-OKEECHOBEE LEVY	0.1838	119,250	0	119,250	$21.92
LEE COUNTY HYACINTH CONTROL	0.0281	119,250	0	119,250	$3.47
LEE COUNTY MOSQUITO CONTROL	0.2520	119,250	0	119,250	$30.05
SOUTH TRAIL FIRE DISTRICT	2.0000	119,250	0	119,250	$238.50
WEST COAST INLAND NAVIGATION DISTRICT	0.0394	119,250	0	119,250	$4.70

Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014
$1,829.94	$1,849.00	$1,868.07	$1,887.13	$1,906.19

Additional Options:

- eNotify
- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also:

Property Data for Parcel 17-45-25-01-00000.0020

Owner Of Record

ADVANTAIRA TRUST LLC CUST
FOR JOSEPH MONTGOMERY IRA
664401 AS DEATH BENEFICIARY OF
STRYAHORN MICHAEL PROFIT
SHARING PROFIT SHARING PLAN +
TRUST
1520 ROYAL PALM SQUARE BLVD
STE 320
FORT MYERS FL 33919

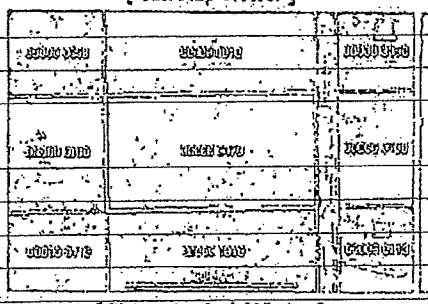
Site Address

12090 BLASINGIM RD
FORT MYERS FL 33966

Legal Description

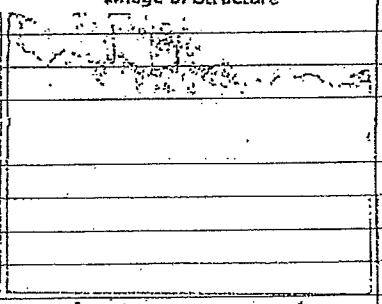
SUBURBAN RANCHETTES UNREC
OR 273 PG 94
LOT 2
LESS E 30 FT

[Tax Map Viewer]



[Pictometry Aerial Viewer]

Image of Structure



< Photo Date May of 2007 >

Classification / DOR Code

VACANT RESIDENTIAL / 00

Property Values (2013 Tax Roll)

Just	119,250
Assessed	119,250
Portability Applied	0
Cap Assessed	119,250
Taxable	119,250
Cap Difference	0

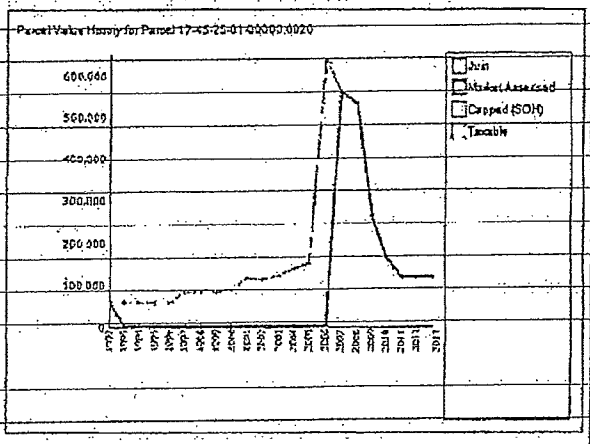
Exemptions

Homestead / Additional	0 / 0
Widow / Widower	0 / 0
Disability	0
Wholly	0
Senior	0
Agriculture	0

Attributes

Land Units Of Measure	AC
Units	4.77
Frontage	0
Depth	0
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0 / 0
Total Living Area	0
1st Year Building on Tax Roll	N/A
Historic District	No

Property Value History



Tax Year	Just	Market Assessed	SOH Assessed	Taxable	Source
1992	60,000	60,000	60,000	60,000	ROLL
1993	60,260	970	970	970	ROLL
1994	60,260	1,090	1,090	1,090	ROLL
1995	60,260	1,100	1,100	1,100	ROLL
1996	60,520	1,180	1,180	1,180	ROLL
1997	83,030	830	830	830	ROLL
1998	83,030	1,100	1,100	1,100	ROLL
1999	83,020	1,020	1,020	1,020	ROLL
2000	90,510	460	460	460	ROLL
2001	117,000	490	490	490	ROLL
2002	114,000	620	620	620	ROLL
2003	123,000	740	740	740	ROLL
2004	140,000	800	800	800	ROLL
2005	152,910	910	910	910	ROLL
2006	637,500	940	940	940	ROLL
2007	560,000	560,000	560,000	560,000	ROLL
2008	534,240	534,240	534,240	534,240	ROLL
2009	262,350	262,350	262,350	262,350	SOH
2010	166,950	166,950	166,950	166,950	SOH
2011	119,250	119,250	119,250	119,250	SOH
2012	119,250	119,250	119,250	119,250	SOH
2013	119,250	119,250	119,250	119,250	SOH

The **Just** value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to *Fair Market Value* we produce and is dated as of January 1st of the tax year in question (F.A.C. 12D-1.002).

The **Market Assessed** value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the *Highest and Best Use* standard or the *Present Use* standard (*F.S. 193.011*). For *Agriculturally Classified* parcels (or parts thereof), only agricultural uses are considered in the assessment (*F.S. 193.461 (6) (a)*). The difference between the *Highest and Best Use/Present Use* and the *Agricultural Use* is often referred to as the *Agricultural Exemption*.
(i.e. Market Assessed = Just - Agricultural Exemption)

The **Capped (SOH) Assessed** value is the *Market Assessment* after any *Save Our Homes* cap is applied. This assessment cap is applied to all Homesteaded properties and limits year-to-year assessment increases to either the *Consumer Price Index* or 3%, whichever is lower. Some *Homestead Exempt* taxing authorities use this assessment to calculate a parcel's taxes.
(i.e. Capped (SOH) Assessed = Market Assessed - SOH Cap)

The **Taxable** value is the *Capped (SOH) Assessment* after any personal exemptions, such as *Homestead*, are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes.
(i.e. Taxable = Capped (SOH) Assessed - Exemptions)

Taxing Authorities

SOUTH TRAIL FIRE / 047

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO ALL HAZARDS PROTECTION DIST / 101	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO LIBRARY DIST / 052	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO UNINCORPORATED MSTU / 020	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO HYACINTH CONTROL DIST / 051	Independent District	VIVIAN H. JONES 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	VIVIAN H. JONES 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
SOUTH TRAIL FIRE DISTRICT / 085	Independent District	WILLIAM B LOMBARDO FIRE CHIEF 5531 HALIFAX AVE FORT MYERS FL 33912
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	CHARLES H LISTOKSKI EXECUTIVE DIRECTOR 200 MIAMI AVE E VENICE FL 34285-2408
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	AMI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	AMI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
SFWMD-DISTRICT-WIDE / 110	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions

Sale Price	Date	OR Number	Type	Description	Vacant/Improved
10.00	08/01/2013	2013000181543	11	Sales disqualified as a result of examination of the deed Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid.	V

10.00	07/15/2013	Z013000163291	11	Sales disqualified as a result of examination of the deed Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid.	V
100.00	06/10/2013	2013000147111	11	Sales disqualified as a result of examination of the deed Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid.	V
0.00	05/06/2013	2013000107289	11	Sales disqualified as a result of examination of the deed Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid.	V
100.00	05/08/2012	2012000112475	11	Sales disqualified as a result of examination of the deed Corrective deed, quit claim deed, or tax deed; Deed bearing Florida Documentary Stamp at the minimum rate prescribed under Chapter 201, F.S.; Transfer of ownership where no doc stamps were paid.	V
80,000.00	04/09/1998	2944/3087	01	Sales disqualified as a result of examination of the deed Disqualified (Doc Stamp .70 / SP less th $100 / Other Disq)	V
100.00	03/01/1993	2372/775	01	Sales disqualified as a result of examination of the deed Disqualified (Doc Stamp .70 / SP less th $100 / Other Disq)	V
0.00	01/01/1900	263/858		Not Classified	

Solid Waste (Garbage) Roll Data

Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
003 - Service Area 3			0	0.00

Collection Days

Garbage	Recycling	Horticulture
Monday	Friday	Friday

Flood and Storm Information

Appraisal Details

Land

Land Tracts

Use Code	Use Code Description	Depth	Frontage	Number of Units	Unit of Measure
0	Vacant Residential	0	0	4.77	Acres

INSTR # 2013000181543, Doc Type D, Pages 2, Recorded 08/06/2013 at 03:13 PM, Linda Doggett, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $18.50 Deputy Clerk MKILLEEN

Prepared by and return to:
William A. Keyes, Jr.
Attorney at Law
Stewart & Keyes
2125 First Street, Suite 101 Post Office Drawer 790
Fort Myers, FL 33902-0790
File Number: 11393-17
Will Call No.: Box28
Grantee S.S. No.
Parcel Identification No.

[Space Above This Line For Recording Data]

PREPARED WITHOUT REVIEW
OF TITLE

Special Warranty Deed

This Special Warranty Deed made this 1 day of August, 2013 between Richard W. Pringle as the Successor Trustee of the Michael M. Strayhorn Profit Sharing Plan and Trust Effective as of January 3, 2003, whose post office address is PO Box 1545, Fort Myers, FL 33902, grantor, and AdvantaIRA Trust, LLC, Custodian FBO Joseph Montgomery, IRA #664401, as the Death Beneficiary of Michael M. Strayhorn under the Michael Strayhorn Profit Sharing Plan & Trust (f/k/a the Michael Strayhorn Money Purchase Pension Plan & Trust), whose address is 1520 Royal Palm Square Boulevard, Suite 320, Fort Myers, Florida 33919, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

The South one-half (S 1/2) of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Excepting there from the Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest quarter (NW 1/4) and the West 30 feet of the East one-half (E 1/2) of the West one-half (W 1/2) of the Northwest quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East.

Grantors warrant that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. The Grantee, as trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F.S. 689.071.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Stacy L Pratt

Witness Name: Karla S McKelvey

Richard W. Pringle, as the Successor Trustee of the Michael M. Strayhorn Profit Sharing Plan and Trust Effective as of January 3, 2003

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 1 day of August, 2013 by Richard W Pringle who [ ] is personally known or [ ] has produced _____ as identification.

[Notary Seal]

Notary Public State of Florida
Karla S McKelvey
My Commission EE 846965
Expires 10/28/2016

Notary Public

Printed Name: Karla S. McKelvey

My Commission Expires: 10/28/2016

DCI 2016-00011

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INSTR # 2013000147111, Doc Type CT, Pages 2, Recorded 06/24/2013 at 10:34 AM, Linda Doggett, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Deputy Clerk JMILLER

(2)

$100.00
$0.70

IN THE CIRCUIT/COUNTY COURT FOR THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA

CIVIL ACTION

FILED

JUN 21 2013

LINDA DOGGETT, CLERK
CIRCUIT/COUNTY COURTS
BY_____D.C.

PRINGLE, RICHARD W, APR STRAYHORN, MICHAEL M ET AL
Plaintiff
vs
HELMERICH, FRANK ET AL
Defendant

Case No. 10-CA-060171

CERTIFICATE OF TITLE

The undersigned clerk of the court certifies that he or she executed and filed a certificate of sale in this action on June 10, 2013 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following real property in Lee County, Florida:

- SEE ATTACHMENT -

Was sold to: RICHARD W. PRINGLE AS THE SUCCESSOR TRUSTEE OF THE MICHAEL M. STRAYHORN PROFIT SHARING PLAN AND TRUST EFFECTIVE AS OF JANUARY 3, 2003

Whose address is: 2125 First Street, Suite 200 PO Box 1545 Fort Myers, FL 33901

WITNESS my hand and the seal of the court on JUN 21 2013

CIRCUIT/COUNTY COURT LEE COUNTY, FLORIDA

Linda Doggett

LINDA DOGGETT, Clerk of Court

Copies furnished to all parties
LINDA DOGGETT, Clerk of Court
By: Linda Doggett

DCI 2016-00011

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COMMUNITY DEVELOPMENT

The South one-half (S 1/2) of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Excepting therefrom the Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest quarter (NW 1/4) and the West 30 feet of the East one-half (E 1/2) of the West one-half (W 1/2) of the Northwest quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East.

which property has a common address of 12090 Blasingim Road, Fort Myers, FL 33966.

FORM 104 FLORIDA Warranty Deed (From a Corp.) 569936 TUTEBANK REGISTERED U.S. PAT. OFFICE Tutele Law Print Publishing Philadelphia

This Indenture

This Instrument was prepared by MORTON A. GOLDBERG, Attorney 1 Main Street Fort Myers, Florida

O.R. 641 PAGE 215

Made this 16th day of November A. D. 1970

Wherever used herein, the term "parties" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of the singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders.

Between SUBURBAN RANCHETTES, INC. a corporation existing under the laws of the State of Florida having its principal place of business in the County of Lee and State of Florida party of the first part, and C. HOWARD BAIER and MARIE A. BAIER, Husband and Wife, as tenants by the entirety, whose post office address is: 4627 Siesta Circle, Fort Myers, Florida 33901.

of the County of Lee and State of Florida party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS---------Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to wit:

STATE OF FLORIDA DOCUMENTARY STAMP TAX $1.00 NOV 20 1970 AMOUNT 55¢

The South one-half (S½) of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of the Northwest quarter (NW¼) of Section 17, Township 45 South, Range 25 East, EXCEPTING THEREFROM the easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West one-half (W½) of the West one-half (W½) of the Northwest quarter (NW¼) and the West 30 feet of the East one-half (E½) of the West one-half (W½) of the Northwest quarter (NW¼) of Section 17, Township 45 South, Range 25 East. Provided that the property herein conveyed shall not be used as a mobile home residence for any mobile home less that 30 feet in length unless the same shall be approved by the Grantor herein. Subject to easements, restrictions and reservations of record.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its the day and year above written.

(Corporate Seal)

SUBURBAN RANCHETTES, INC.

Attest: By James R. Smith President.

Signed, Sealed and Delivered in Our Presence:

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA CERTIFIED Nov 20 4 23 PM '70 D.T. FARAGEE CLERK CIRCUIT COURT D.C.

State of Florida

County of Lee

I Hereby Certify, That on this 16th day of November A. D. 1970, before me personally appeared JAMES R. SMITH President and respectively of SUBURBAN RANCHETTES, INC. a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to C. HOWARD BAIER and MARIE A. BAIER, Husband and Wife and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Fort Myers in the County of Lee and State of Florida, the day and year last aforesaid.

STATE OF FLORIDA DOCUMENTARY SURTAX $1.10

STATE OF FLORIDA DOCUMENTARY SURTAX $1.10

Notary Public

My Commission Expires 3-28-71

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101.20
117.15
223.35

TUTTLE/KAY ASSURANCE U.S. PAT. OFFICE

170926. DEED 258 PAGE 152

This Indenture,

Made this 28th day of June A. D. 1956

Between WALTER ASHTON SMITH and EDYTHE V. SMITH, husband and wife

of the County of Lee in the State of Florida parties of the first part, and A. ALBERT GREEN and I. N. WELTZER, as Co-Trustees, whose correct address is

of the County of in the State of parties of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said parties of the second part, their nominees, heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to wit:

The South half (S½) of Section Eight (8); The South half (S½) of Section Sixteen (16); All of Sections Seventeen (17) and Twenty-one (21); The North half (N½) of Northwest quarter (NW¼); the South half (S½) of Northwest quarter (NW¼); and the North half (N½) of the Southwest quarter (SW¼), all in Section Twenty-two (22); The southwest quarter (SW¼) of Southwest quarter (SW¼) of Section Twenty-three (23); and The Northeast quarter (NE¼) of Section 27; All in Township Forty-five (45) South, Range Twenty-five (25) East.

Excepting from this conveyance and reserving unto parties of the first part all oil, gas and mineral rights in, on or under the above described lands.

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DCI 2016-00011

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

James B. Tuttle Jr.
Jo Franklin

Walter Ashton Smith
Edythe V. Smith

RM2

DEED 258 PAGE 454

State of Florida,

County of LEE

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

WALTER ASHTON SMITH and BLYTHE V. SMITH

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said BLYTHE V. SMITH

known to me to be the wife of the said WALTER ASHTON SMITH on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Myers County of Lee and State of Florida, this 20th day of June, A. D. 1956.

My Commission Expires Notary Public

Notary Public, State of Florida at Large
My Commission expires Oct. 5th, 1957.
Bonded by American Fire and Casualty Co.

Warranty Deed

TO

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA,
County of Lee

On this 5th day of July A. D. 1956, at 9 o'clock a. m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 453 of Book D-258 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State in and for said County.

D. C. Parker Clerk.
By Bernette D. C.

Return to Cooper
325 Biltmore Bldg.
Miami, Fla.

1709216

RV-2

DCI 2016-00011

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COMMUNITY DEVELOPMENT

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	

File No.:

(LOT #3 BLASINGIM)

1. Effective Date: February 04, 2014 at 8:00 a.m.
2. Policy or Policies to be issued: Proposed Amount of Insurance:

   a. Owner's Policy (Identify form used)

      ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) $190,000.00

      Proposed Insured: Anthony Cameratta

   b. Loan Policy (Identify form used) $0.00

      ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)

      Proposed Insured:

   c. ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) $
      (Identify form used)

      Proposed Insured: Premium: $Total Premium

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: William E. Elliott, as Trustee of the Florene S. Marin Revocable Trust, dated February 12, 1996

5. The land referred to in this Commitment is described as follows: See Schedule A (continued)

Cheffy Passidomo, P.A.

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule BI & BII are attached)

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A (Continued)	

File No.:

Lot 3 of that certain unrecorded subdivision known as SUBURBAN RANCHETTES, more particularly described as follows:
The North Half (N1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule BI	

File No.:

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or 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 executed by William E. Elliott, individually and as Trustee(s) of the Florence S. Marin Revocable Trust, dated February 12, 1996, conveying the property described in Schedule A to Anthony Cameratta. The deed must indicate the marital status of the Trustee(s) as single or married, and, if married, joinder of spouse is required unless the property is non-homestead and the deed contains the following statement:
   "Neither the Trustee(s) named herein, nor the spouse(s) thereof or anyone for whose support they are responsible reside on or adjacent to the property herein described and is not therefore their homestead property."

5. Record Certification of Trust pursuant to Section 736.1017, F.S., executed by the Successor Trustee or, if more than one, Co-Trustees of the Florence S. Marin Revocable Trust, dated February 12, 1996 (Company's FATCO Form CT-1 or, if more than one Trustee, FATCO Form CT-2 or similar format). Said Certification of Trust must include as an Exhibit the following: i)Pertinent pages of the Trust and amendments thereto, if any, setting forth the name and date of the Trust, name of the Settlor of the Trust, name of the original Trustee, and those provisions relating to the appointment of the Successor Trustee(s); and, (ii) the death certificate of the prior Trustee or such other document as is required to establish the resignation or incapacity , as appropriate, of the prior Trustee.

6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

7. Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show PAID in the gross amount of $1,906.19 for Tax Identification No. 17-45-25-01-00000.0030.

8. 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.

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule BII	

File No.:

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. 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.

5. 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.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

9. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in

full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

10. Easement Agreement as set forth in instrument recorded in Book 3818, page 3100.

11. Oil gas and mineral reservations in Deed recorded in Deed Book 258, Page 453. No release of the right of entry under said reservations has been discovered. As a result, the affirmative coverage against damage to improvements as a result of the future exercise of the right to use the surface of the Land for extraction of minerals contained in the ALTA 9.3-06 or ALTA 9-06 Endorsement, as to a Loan Policy, or the ALTA 9.1, ALTA 9.2-06 or ALTA 9.5-06 Endorsement, as to an Owner's Policy, if any, attached hereto or incorporated herein by reference is hereby deleted from such Endorsement.

12. Note: All of the recording information contained herein refers to the Public Records of LEE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: 2075 Centre Point Blvd, , Tallahassee, Fl, 32308-3752.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Real Property Information		
Account	Tax Year	Status
17-45-25-01-00000.0030	2013	PAID
Original Account	Instrument No	
17-45-25-01-00000.0030	2009000148810	
Owner		
ELLIOTT WILLIAM E TR FOR FLORENE S MARIN TRUST		
Physical Address	Mailing Address	
12150 BLASINGIM RD FORT MYERS FL 33966	17260 CALOOSA TRACE CIR FORT MYERS FL 33967 USA	
Legal Description		
SUBURBAN RANCHETTES UNREC OR 273 PG 84 LOT 3 LESS E 30 FT		
Outstanding Balance as of 2/7/2014		$0.00

District	047
Market Assessed Value	$119,250
Cap Assessed Value	$119,250
Taxable Value	$119,250
Combined Tax & Assessment Amount	$1,906.19

Ad Valorem Taxes

Taxing Authority	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	4.1506	119,250	0	119,250	$494.96
PUBLIC SCHOOL - BY LOCAL BOARD	2.2480	119,250	0	119,250	$268.07
PUBLIC SCHOOL - BY STATE LAW	5.3500	119,250	0	119,250	$637.99
LEE COUNTY ALL HAZARDS - MSTU	0.0693	119,250	0	119,250	$8.26
LEE COUNTY LIBRARY FUND	0.5956	119,250	0	119,250	$71.03
LEE COUNTY UNINCORPORATED - MSTU	0.8398	119,250	0	119,250	$100.15
SFL WATER MGMT-DISTRICT LEVY	0.1685	119,250	0	119,250	$20.09
SFL WATER MGMT-EVERGLADE CONST	0.0587	119,250	0	119,250	$7.00
SFL WATER MGMT-OKEECHOBEE LEVY	0.1836	119,250	0	119,250	$21.92
LEE COUNTY HYACINTH CONTROL	0.0291	119,250	0	119,250	$3.47
LEE COUNTY MOSQUITO CONTROL	0.2520	119,250	0	119,250	$30.05
SOUTH TRAIL FIRE DISTRICT	2.0000	119,250	0	119,250	$238.50
WEST COAST INLAND NAVIGATION DISTRICT	0.0394	119,250	0	119,250	$4.70

Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014
$1,829.94	$1,849.00	$1,868.07	$1,887.13	$1,906.19

Additional Options:

- eNotify
- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also:

Property Data for Parcel 17-45-25-01-00000.0030

Owner Of Record

ELLIOTT WILLIAM E TR
FOR FLORENE S MARIN TRUST
17260 CALOOSA TRACE CIR
FORT MYERS FL 33967

Site Address

12150 BLASINGIM RD
FORT MYERS FL 33966

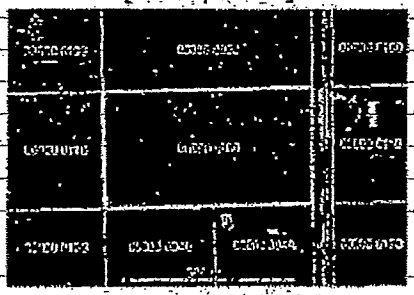
Legal Description

SUBURBAN RANCHETTES UNREC
OR 273 PG 94
LOT 3
LESS E 30 FT

Classification / DOR Code

VACANT RESIDENTIAL / 00

[Tax Map Viewer]



[Pictometry Aerial Viewer]

Property Values (2013 Tax Roll)

Just	119,250
Assessed	119,250
Portability Applied	0
Cap Assessed	119,250
Taxable	119,250
Cap Difference	0

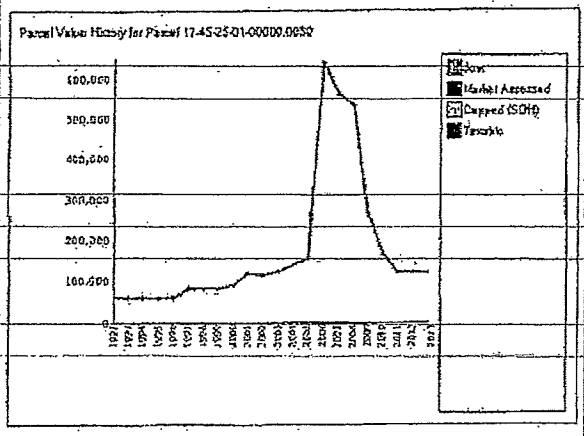
Exemptions

Homestead / Additional	0 / 0
Widow / Widower	0 / 0
Disability	0
Wholly	0
Senior	0
Agriculture	0

Attributes

Land Units Of Measure	AC
Units	4.77
Frontage	0
Depth	0
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0 / 0
Total Living Area	0
1st Year Building on Tax Roll	N/A
Historic District	No

Property Value History



Tax Year	Just	Market Assessed	SOH Assessed	Taxable	Source
1992	60,000	60,000	60,000	60,000	ROLL
1993	60,000	60,000	60,000	60,000	ROLL
1994	60,000	60,000	60,000	60,000	ROLL
1995	60,000	60,000	60,000	60,000	ROLL
1996	60,000	60,000	60,000	60,000	ROLL
1997	82,500	82,500	82,500	82,500	ROLL
1998	82,500	82,500	82,500	82,500	ROLL
1999	82,500	82,500	82,500	82,500	ROLL
2000	90,500	90,500	90,500	90,500	ROLL
2001	117,000	117,000	117,000	117,000	ROLL
2002	114,000	114,000	114,000	114,000	ROLL
2003	123,000	123,000	123,000	123,000	ROLL
2004	140,000	140,000	140,000	140,000	ROLL
2005	152,900	152,900	152,900	152,900	ROLL
2006	637,500	637,500	637,500	637,500	ROLL
2007	560,000	560,000	560,000	560,000	ROLL
2008	534,240	534,240	534,240	534,240	ROLL
2009	262,350	262,350	262,350	262,350	SOH
2010	166,950	166,950	166,950	166,950	SOH
2011	119,250	119,250	119,250	119,250	SOH
2012	119,250	119,250	119,250	119,250	SOH
2013	119,250	119,250	119,250	119,250	SOH

The **Just** value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to *Fair Market Value* we produce and is dated as of January 1st of the tax year in question (F.S.C. 120-1.002).

The **Market Assessed** value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the *Highest and Best Use* standard or the *Present Use* standard (F.S. 193.011). For *Agriculturally Classified* parcels (or parts thereof), only agricultural uses are considered in the assessment (F.S. 193.461 (6)(a)). The difference between the *Highest and Best*

Use/Present Use and the *Agricultural Use* is often referred to as the *Agricultural Exemption*.
(i.e. Market Assessed = Just - Agricultural Exemption)

The **Capped (SOH) Assessed** value is the *Market Assessment* after any *Save Our Homes* cap is applied. This assessment cap is applied to all Homesteaded properties and limits year-to-year assessment increases to either the *Consumer Price Index* or 3%, whichever is lower. Some *Homestead Exempt* taxing authorities use this assessment to calculate a parcel's taxes.
(i.e. Capped (SOH) Assessed = Market Assessed - SOH Cap)

The **Taxable** value is the *Capped (SOH) Assessment* after any personal exemptions, such as *Homestead*, are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes.
(i.e. Taxable = Capped (SOH) Assessed - Exemptions)

Taxing Authorities

SOUTH TRAIL FIRE / 047

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO ALL HAZARDS PROTECTION DIST / 101	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO LIBRARY DIST / 052	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO UNINCORPORATED MSTU / 020	Dependent District	LEE COUNTY BUDGET SERVICES PO BOX 398 FORT MYERS FL 33902-0398
LEE CO HYACINTH CONTROL DIST / 051	Independent District	VIVIAN H. JONES 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	VIVIAN H. JONES 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
SOUTH TRAIL FIRE DISTRICT / 085	Independent District	WILLIAM D LOMBARDO FIRE CHIEF 5531 HALIFAX AVE FORT MYERS FL 33912
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	CHARLES W LISTOWSKI EXECUTIVE DIRECTOR 200 MIAMI AVE E VENICE FL 34285-2409
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	ANI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	ANI DESAMOURS BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
SFWMD-DISTRICT-WIDE / 110	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH, FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	MICHELLE QUIGLEY 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions

Sale Price	Date	OR Number	Type	Description	Vacant/Improved
100.00	01/26/2008	200800014881O	03	Sales disqualified as a result of examination of the deed Disqualified (Interest Sales / Court Docs / Government)	V
100.00	02/01/1996	2679/151	01	Sales disqualified as a result of examination of the deed Disqualified (Doc Stamp .70 / SP less th $100 / Other Disq)	V
7,500.00	03/01/1972	791/443	06	Sales qualified and included for sales ratio analysis Qualified (Fair Market Value / Arms Length / One STRAP #)	V

Solid Waste (Garbage) Roll Data

Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
003 - Service Area 3			0	0.00

Collection Days

Garbage	Recycling	Horticulture
Monday	Friday	Friday

Flood and Storm Information

Appraisal Details

Land

Land Tracts

Use Code	Use Code Description	Depth	Frontage	Number of Units	Unit of Measure
110	Single Family Residential, Rural - 6 Acres or Less	0	0	4.77	Acres

INSTR # 2009000148810, Doc Type PRB, Pages 1, Recorded 06/01/2009 at 03:37 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $10.00 Deputy Clerk JMILLER

1/27/2009 1:48 PM FILED IN OFFICE LYDIA GARDNER CLERK CIRCUIT COURT ORANGE CO FL

3rd

IN THE CIRCUIT COURT FOR
ORANGE COUNTY, FLORIDA

IN RE:

File No. 2008-CP-002642-O

FLORENE S. MARIN TRUST

ORDER APPOINTING TRUSTEE

On the Petition for Appointment of Trustee by LAURA E. MOMANDO, NOMA ELLIOTT, WILLIAM E. ELLIOTT and JOHN W. BLACK, the court having examined the file in this proceeding and having considered the evidence presented, and the court finding that the material allegations of the petition are true and the court being otherwise fully advised, it is

ADJUDGED that WILLIAM E. ELLIOTT be appointed Trustee of the Florene S. Marin Family Revocable Trust dated February 12, 1996, as amended, with no bond requirement; and

ADJUDGED that venue for all suits arising out of this appointment shall lie exclusively in the courts of Orange County, Florida.

ORDERED on Jan 26, 2008.

Circuit Judge

STATE OF FLORIDA
COUNTY OF ORANGE

I, THE UNDERSIGNED, Clerk of the Circuit Court, Orange County, Florida DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and the same is in full force and effect.

WITNESS my hand Seal of the Circuit Court at Orlando, Florida, this the 29th day of January A.D. 20 09.

LYDIA GARDNER
Clerk Circuit Court

By: Deputy Clerk

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

RECORD AND RETURN TO:
This document prepared by:

Stuart G. Reinfeld, Esq. 3916900
8551 W. Sunrise Blvd., Suite 100A
Ft. Lauderdale, FL 33322

Documentary Tax Pd. $ .70
$ Intangible Tax Pd.
BROWARD CTY., CLERK, CIR. COURT
By [signature] Deputy Clerk

OR26 76 P90 151

PROPERTY IDENTIFICATION # 17 45 25 01 00000 0030

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed this 12th day of February, 1996, A.D., BETWEEN

FLORENE S. MARIN, a single woman

of the County of Broward, State of Florida, GRANTOR, and

FLORENE S. MARIN as Trustee of the FLORENE S. MARIN REVOCABLE TRUST, dated February 12, 1996, with the power and authority to protect, and to sell, or to lease, or to encumber or otherwise to manage and dispose of the real property hereby transferred whose post office address is: 1005 S.E. 8th Street, Ft. Lauderdale, FL 33316, GRANTEE.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: HELEN CARROLL, D.C.

WITNESSETH, that the GRANTOR, for and in consideration of the sum of $10.00, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to wit:

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

N.B. THIS DEED WAS PREPARED AT THE REQUEST OF GRANTOR WITHOUT AN EXAMINATION OF TITLE.

GRANTOR HEREBY WARRANTS THAT THIS IS NOT HER HOMESTEAD PROPERTY AND THAT SHE RESIDES AT 1005 S.E. 8TH STREET, FT. LAUDERDALE, FL 33316.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right title, interest, lien, equity and claim whatsoever of grantor, either in law or equity for the use, benefit and profit of the said grantee forever.

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[signature]
Linda Ruddy, Witness

[signature] L.S.
FLORENE S. MARIN
1005 S.E. 8th Street
Ft. Lauderdale, FL 33316

[signature]
Stuart G. Reinfeld, Witness

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 12th day of February, 1996 by FLORENE S. MARIN, a single woman, who is personally known to me or has produced her Florida driver's license as identification.

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
STUART G REINFELD
COMMISSION NUMBER
CC328699
MY COMMISSION EXP.
DEC. 3,1997

[signature]
Notary Public
Stuart G. Reinfeld
Commission Number: CC328699
My Commission Expires: 12/3/97

CHARLIE GREEN LEE CTY FL

96 FEB 22 AM 11:30

EXHIBIT "A"

LEGAL DESCRIPTION

OR2679 PG0153

Lot 3 of that certain unrecorded subdivision known as SUBURBAN RANCHETTES, more particularly described as follows:

The North Half (N½) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W½) of the West Half (W½) of the Northwest Quarter (NW¼) and the West 30 feet of the East Half (E½) of the West Half (W½) of the Northwest Quarter (NW¼) of Section 17, Township 45 South, Range 25 East.

4. FS
22.50
8.2

JUAN 1166 WARRANTY DEED (Statutory—Fla.)

TUTTLE LAW PRINTING CO., P.O. BOX 396, FT. MYERS, FLA.

64776

OFF. REC. 781 PAGE 443 40988

This Indenture,

Whenever used herein, the term "party" shall include the heirs, personal representatives, successors and the assigns of the individuals named herein, the words of one gender shall include all genders, and if only, the term "and" shall include all the above mentioned if any.

Made this 10th day of March A. D. 19 72

Between ~~CLYDE H. BLASINGIM and FRANCES V. BLASINGIM, husband~~ and wife,

of the County of Lee in the State of Florida

~~party of the first part, and~~ FLORENE S. MARIN, whose correct mailing address is Post Office Box 6075, Fort Myers

of the County of Lee in the State of Florida

party of the second part,

Witnesseth that the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations ~~Dollars~~ to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Lee , State of Florida, to wit:

Lot 3 of that certain unrecorded subdivision known as SUBURBAN RANCHETTES, more particularly described as follows: The North Half (N ½) of the SouthWest Quarter (SW¼) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W½) of the West Half (W½) of the Northwest Quarter (NW¼) and the West 30 feet of the East Half (E½) of the West Half (W½) of the Northwest Quarter (NW¼) of Section 17, Township 45 South, Range 25 East.

SUBJECT to easements, restrictions and reservations of record and 1972 taxes.

THIS INSTRUMENT PREPARED BY: WILLIAM L. STEWART STEWART, STEWART & JACKSON POST OFFICE BOX 606, FORT MYERS, FLORIDA

MAR 20 1972 STATE OF FLORIDA DOCUMENTARY SUR TAX 4.55

MAR 20 1972 STATE OF FLORIDA DOCUMENTARY SUR TAX 55.50

MAR 20 1972 STATE OF FLORIDA DOCUMENTARY SUR TAX 1.10

LEE COUNT MAR1772 2250 STEWART

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

CLERK IN OFFICIAL RECORDS LEE COUNTY, FLORIDA

Clyde H. Blasingim

Frances V. Blasingim

MAR 17 3 58 PM '72

FEES

CLERK CIRCUIT COURT

BY D.C.

State of Florida

County of LEE

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CLYDE H. BLASINGIM and FRANCES V. BLASINGIM, husband and wife,

to me well known and known to me to be the individual described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Fort Myers County of Lee, and State of Florida, this 15th day of March, A. D. 19 72.

My Commission Expires

Notary Public

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

INSTR # 5676846
OR BK 03818 PG 3198
RECORDED 01/09/2003 11:13:58 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Jan Black, Trustee of the Florene S. Marin Revocable Trust, dated February 12, 1996 whose address is 1111 Lakeview Avenue, Orlando, FL 32809, hereinafter called Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Sprint-Florida, Incorporated, a Florida corporation, whose address is 6391 Sprint Pkwy., KSOPHT0101-Z2040, Overland Park, KS, 66251-2040, its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, replace and remove a communication system such as the Grantee may, from time to time, require, consisting of but not limited to, underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities for similar uses, upon, over, through, under and along a parcel of land legally described as:

the west 15' of the east 30' of that property described in O.R. Book 2679, Page 151, Public Records of Lee County, Florida (see attached Exhibit"A"), also described as the west 15' of Blasingim Road, a 60' right-of-way,

together with:

(A) the right of ingress and egress over and across the Land for the purpose of exercising the rights granted herein,

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract, and during construction or maintenance periods, to use additional areas as necessary on each side of the Easement Tract.

Grantor shall have the right to use and enjoy the Easement Tract except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees or other vegetation within the limits of the Easement Tract.

Grantee agrees to compensate Grantor for any damage or injury done to livestock, growing crops and/or other improvements in the course of construction and maintenance associated with the aforesaid communication system unless such damage or injury is caused by the negligent or intentional act or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors. Grantee agrees that any areas of the Land that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the permanent boundary of the Easement Tract shall be contoured in a manner comparable to the surrounding terrain, reseeded and allowed to return to the natural condition when said construction or maintenance is completed.

Grantee agrees to defend and hold harmless Grantor against any and all claims, demands, and causes of action arising in favor of any person, corporation, or governmental entity because of personal injury including death, or damages to property, including the communication system(s), resulting from the operations of Grantee, its employees, contractors, subcontractors, or agents, which are attributable to the grant of this right of way and easement, but excluding all claims, demands and causes of action as a result of the negligent or intentional acts or omission of Grantor, his heirs, successors and assigns, agents, employees or contractors.

Grantor hereby agrees to warrant and forever defend title to the Land against the claims of any and all persons whomsoever, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

Grantor hereby warrants that Grantor is the owner of the Land, and that Grantor has full right and authority to enter into and deliver unto Grantee, this right of way and easement.

The covenants, terms, conditions and provisions continued herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 7 day of JANUARY, 2003

WITNESSES:

Signature of 1st Witness

STEPHEN S HANNATUCK
Printed Name of Witness

Signature of 2nd Witness

JOHN BLACK
Printed Name of Witness

GRANTOR:

John W. Black
Jon Black, Trustee
John W.

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 7 day of JANUARY, 20 03, by ~~Florian S. Hann~~ who is either personally known to me or (X) has presented a drivers license as Indentification. JOHN BLACK, TRUSTEE

Notary Public

Stephen S Hannatuck
My Commission DD185708
Expires November 17, 2006

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

Prepared by and return to:
John Hopkins, FLAPEA0305
Sprint-Florida, Incorporated
P.O. Box 165000
Altamonte Springs, FL 32716-5000

DCI 2016-00011

101.20
117.15
223.35

Form 4% Florida WARRANTY DEED—Statutory Form. 170926. DEED 258 PAGE 153

This Indenture,

Made this 28th day of June A. D. 1926

Between WALTER ASHTON SMITH and EDYTHE V. SMITH, husband and wife

of the County of Lee in the State of Florida parties of the first part, and A. ALBERT GREEN and T. N. MELTZER, as Co-Trustees, whose correct address is

of the County of in the State of part ies of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to them in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said part ies of the second part, their nominees, heirs and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to wit:

The South half (S½) of Section Eight (8); The South half (S½) of Section Sixteen (16); All of Sections Seventeen (17) and Twenty-one (21); The North half (N½) of Northwest quarter (NW¼); the South half (S½) of Northwest quarter (NW¼); and the North half (N½) of the Southwest quarter (SW¼), all in Section Twenty-two (22); The southwest quarter (SW¼) of Southwest quarter (SW¼) of Section Twenty-three (23); and The Northeast quarter (NE¼) of Section 27; All in Township Forty-five (45) South, Range Twenty five (25) East.

Excepting from this conveyence and reserving unto parties of the first part all oil, gas and mineral rights in, on or under the above described lands.

And the said part ies of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part ies of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

James B. Franklin Jr.
J. B. Franklin

Walter Ashton Smith
Edythe V. Smith

RW2

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

DEED 258 PAGE 454

State of Florida,

County of LEE

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

WALTER ASHTON SMITH and BLYTHE V. SMITH

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said BLYTHE V. SMITH

known to me to be the wife of the said WALTER ASHTON SMITH on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Myers County of Lee and State of Florida, this 29th day of June A. D. 1955.

Notary Public

My Commission Expires

Notary Public, State of Florida at Large
My Commission expires Oct. 2nd, 1957.
Bonded by American Fire and Casualty Co.

Warranty Deed

TO

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA,
County of Lee

On this 5th day of July A. D. 1955 at 9 o'clock a. m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on page 454 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Twentieth Judicial Circuit of said State in and for said County.

D. C. Parker, Clerk.

By D. C. Parker D. C.

DCI 2016-00011

RECEIVED
JUN 01 2016

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	

File No.:

(LOT # 4 BLASINBIM)

1. Effective Date: February 04, 2014 at 8:00 a.m.
2. Policy or Policies to be issued: Proposed Amount of Insurance:

   a. Owner's Policy (Identify form used)

      ALTA Owner's Policy of Title Insurance (6-17-06) (with Florida modifications) $275,000.00

      Proposed Insured: Anthony Cameratta

   b. Loan Policy (Identify form used) $0.00

      ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications)

      Proposed Insured:

   c. ALTA Loan Policy of Title Insurance (6-17-06) (with Florida modifications) $
      (Identify form used)

      Proposed Insured: Premium: $Total Premium

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Cora I. Tomlinson

5. The land referred to in this Commitment is described as follows: See Schedule A (continued)

Cheffy Passidomo, P.A.

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule BI & BII are attached)

File No.:

The East Half (E 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Southerly 30 feet and the Easterly 30 feet thereof. TOGETHER WITH an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.
AND
The West Half (W 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; EXCEPTING THEREFROM the Southerly 30 feet thereof for road purposes; TOGETHER WITH an easement for ingress and egress over and across the Southerly 30 feet of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 17, Township 45 South, Range 25 East, Lee County, Florida, and over and across the road easements described in O.R. Book 762, Page 151, of the Public Records of Lee County, Florida. (Being the West 1/2 of Lot 4 of SUBURBAN RANCHETTES, unrecorded).

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule BI	

File No.:

REQUIREMENTS

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land and/or 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 Cora I. Tomlinson, as a single person or joined by spouse, if married, to Anthony Cameratta.

5. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of $70,000.00, executed by Cora Tomlinson, unmarried in favor of Fifth Third Bank, recorded July 6, 2012 in Instrument 2012000149301.

6. Record, as to the Estate of Phillip H. Tomlinson, deceased, either: (i) Florida Department of Revenue Form DR-312 establishing that no Federal Estate Tax Return (Form 706 or 706-NA) is required to be filed thereby confirming no Federal or Florida Taxes are due; or, (ii) if a Federal Estate Tax Return is required to be filed, then in order to eliminate the possible lien of Federal and Florida Estate Taxes, record, if applicable, an Arm's Length Affidavit establishing the deceased was a Florida resident and that the transaction to be insured is being made to a non-related bona fide purchaser for fair and adequate consideration, or if the deceased was a Florida Non-Resident, record either a copy of the IRS Estate Tax Closing Letter indicating either there is no tentative tax due or the amount thereof has been reduced to zero by the amount of the unified credit (letter cannot be used if taxes are reduced to zero by credit for state death taxes), or IRS Form 792 (Certificate Discharging Property Subject to Estate Tax Lien) as to the land described in Schedule A; and, if deceased died prior to January 1, 2005, and Federal Estate Taxes were due or if the credit for State Death Taxes has been used to reduce the amount to zero, then Florida Department of Revenue Form DR-304 (final Certificate and Receipt For Estate Tax) or DR-308 (Request and Certificate for Waiver and Release of Florida Estate Tax Lien) must be recorded.

7. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

8. Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show PAID in the gross amount of $891.15 for Tax Identification No. 17-45-25-01-00000.0040.

9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2013 taxes show PAID in the gross amount of $1,289.58 for Tax Identification No. 17-45-25-01-00000.004A.

10. 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.

First American Title	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule BII	

File No.:

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests or claims of parties in possession of the land not shown by the public records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. 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.

5. 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.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

9. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in

full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

10. Easement granted to Florida Power & Light Company by instrument recorded in Book 1800, Page 1139.

11. Map of Survey as to West 1/2 of Lot 4 Suburban Ranchettes recorded in Book 1865, Page 4285.

12. Map of Survey as to Easst 1/2 of Lot 4 Suburban Ranchettes recorded in Book 1865, Page 4286.

13. Easement Agreement as set forth in instrument recorded in Book 3771, page 2128.

14. Oil gas and mineral reservations in Deed recorded in Deed Book 258, Page 453. No release of the right of entry under said reservations has been discovered. As a result, the affirmative coverage against damage to improvements as a result of the future exercise of the right to use the surface of the Land for extraction of minerals contained in the ALTA 9.3-06 or ALTA 9-06 Endorsement, as to a Loan Policy, or the ALTA 9.1, ALTA 9.2-06 or ALTA 9.5-06 Endorsement, as to an Owner's Policy, if any, attached hereto or incorporated herein by reference is hereby deleted from such Endorsement.

15. Note: All of the recording information contained herein refers to the Public Records of LEE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: 2075 Centre Point Blvd, , Tallahassee, Fl, 32308-3752.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Barraco and Associates, Inc.
www.barraco.net
Civil Engineers, Land Surveyors and Planners

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

BLASINGIM ROAD RPD

Request and Compliance Statement

Blasingim Road Property, LLC is submitting this application for Residential Planned Development (RPD) approval of a +/- 24.11 acre site in Section 8 and 17, Township 45 South, Range 25 East, Lee County, Florida. The applicant is requesting a rezoning from Agricultural-2 (AG-2) to Residential Planned Development (RPD) to allow up to 120 single family and/or two-family attached homes. The proposed development will connect to Lee County Utilities for potable water and sanitary sewer.

DCI 2016-00011

The subject property is located in the South Fort Myers Planning Community on Penzance Boulevard. The property is located in the Central Urban Future Land Use Category and the property is currently vacant, primarily cleared pasture, with two single family residences.

Please see compliance with LDC Section 34-377 below.

a) *Where the change proposed is within a future urban area category, the Hearing Examiner must also find that urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use;*

- Public sewer and water
  - Potable water: Lee County Utilities
  - Wastewater: Lee County Utilities

Compliance with LDC Section 34-145(c)(2)(e)

Section 34-145(c)(2)a states, In reaching a decision, the Hearing Examiner must consider the following, whenever applicable:

e) Whether the request is consistent with the goals, objectives, policies and intent of the Lee Plan

The proposed RPD is consistent with the goals, objectives, policies and intent of the Lee Plan. Please see later paragraphs for a complete narrative on the request's consistency with the Lee Plan.

Compliance with LDC Section 34-145(d)(3)

Section 34-145(d)(3) states, Before preparing a recommendation to the Board of County Commissioners on a zoning matter, the Hearing Examiner must find that:

b) *The applicant has provided entitlement to the rezoning or special exception by demonstrating compliance with the Lee Plan, this Land Development Code, and any other applicable code or regulation;*

As demonstrated in later paragraphs, the project complies with Section 34-145(c)(2)e of the Lee County Land Development Code, and by doing so also demonstrates compliance with the Lee Plan.

c) *The request will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request;*

The proposed RPD has direct access to Penzance Blvd and an emergency-only stabilized access on Blasingim Road. Further information regarding access is outlined within the Deviations and Justifications provided with this application.

d) *The request, including the use of TDR or affordable housing bonus density units, is consistent with the densities, intensities and general uses set forth in the Lee Plan;*

As outlined in compliance with Lee Plan Policy 1.1.3, the proposed density and residential land use is consistent with the Lee Plan. No TDR's or affordable bonus density units are proposed.

e) *The request is compatible with existing or planned uses in the surrounding area;*

As outlined in compliance with Lee Plan Policy 2.1, the proposed request is compatible with the surrounding uses.

f) *Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development;*

As demonstrated by the enclosed traffic impact statement, the proposed development will not have an adverse effect on transportation facilities in the area.

g) *Where applicable, the request will not adversely affect environmentally critical areas and natural resources;*

As indicated in the enclosed environmental report there are no existing environmentally critical areas on site.

h) *In the case of a planned development rezoning or mine excavation planned development, the decision of the Hearing Examiner must also be supported by the formal findings required by sections 34-377(a)(2) and (4);*

- Paved streets and roads
  - Blasingim Road (two lane local)
  - Penzance Blvd (two lane minor collector)

- Parks and recreation facilities
  - Six Mile Cypress Slough Preserve; within 1 mile
  - Rutenberg Park; within 7 miles
  - Jetblue Park; within 8 miles

- Century Link Stadium; within 3 miles

- Urban levels of police, fire and emergency services
  - Lee County Sheriff's Station; within 5 miles
  - Lee County EMS; within 5 miles
  - South Trail Fire Department Station 1 (Lee County #61); within 5 miles

- Schools
  - Villas Elementary School; within 4 miles
  - Evangelical Christian School; within 5 miles
  - Florida Southwestern State College; within 6 miles

- Employment, industrial, and commercial centers
  - Page Field Airport; within 3 miles
  - Gulf Coast Medical Center; within 4 miles
  - Market Square Shopping Mall; within 5 miles
  - Lee Memorial Hospital; within 7 miles

- Community facilities such as senior citizens' centers, libraries, and community centers
  - Senior Citizen Friendship Center; within 5 miles
  - Pine Manor Community Center; within 5 miles
  - Riverside Community Center; within 8 miles
  - Lake Regional Library; within 9 miles

Compliance with LDC Section 34-377(a)(2)

Section 34-377(a)(2) states, The recommendation made to the Board of County Commissioners must be supported by formal findings that address the guidelines set forth in Section 34-145(d)(3) of this chapter. In addition, the findings must address whether the following criteria can be satisfied:

a) *The proposed use or mix of uses is appropriate at the subject location;*

While findings have not yet been established, the applicant contends that the proposed residential use is appropriate for the subject site. The surrounding area consists of many residential planned developments and agriculturally zoned residential property. Adequate infrastructure and services exists along frontage to serve the proposed development. Additional information regarding the appropriateness of the request at this location is provided in compliance with Lee Plan Policy 2.1 included within this report.

b) *The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest;*

Conditions have not yet been established.

c) *The recommended conditions are reasonably related to the impacts on the public's interest created*

Conditions have not yet been established.

Compliance with LDC Section 34-377(a)(4)

> *Section 34-377(a)(2) states, If the application includes a schedule of deviations pursuant to Section 34-373(a)(9), the Hearing Examiner's recommendation must approve, approve with modification or reject each requested deviation based upon a finding that each item:*

a) *Enhances the achievement of the objectives of the planned development;*
b) *Preserves and promotes the general intent of this chapter to protect the public health, safety and welfare.*

The Hearing Examiner's recommendation is yet to be determined. Provided within this application are deviation requests along with justifications which outline how each request enhances the planned development and how each request is not a detriment to public health, safety, and welfare.

Lee Plan Policy 1.1.3: Central Urban

These areas can be best characterized as the "urban core" of the county. These consist mainly of portions of the city of Fort Myers, the southerly portion of the city of Cape Coral, and other close-in areas near these cities; and also the central portion of the city of Bonita Springs, Iona/McGregor, Lehigh Acres, and North Fort Myers. This is the part of the county that is already most heavily settled and which has or will have the greatest range and highest levels of urban service—water, sewer, roads, schools, etc. Residential, commercial, public and quasi-public, and limited light industrial land uses (see Policy 7.1.6) will continue to predominate in the Central Urban area with future development in this category encouraged to be developed as a mixed-use, as described in Policy 2.12.3., where appropriate. This category has a standard density range from four dwelling units per acre (4 du/ac) to ten dwelling units per acre (10 du/ac) and a maximum density of fifteen dwelling units per acre (15 du/ac). (Amended by Ordinance No. 94-30, 02-02, 09-06)

The proposed rezoning application requests a residential development with a maximum of 120 dwelling units on 24.11 acres for a density of 5.0 dwelling units per acre which is half of the maximum standard density range for Central Urban Future Land Use. Therefore, the residential development program and densities outlined in this application meet the description and the intent of the policy.

Lee Plan Policy 1.7.6: Acreage Allocations

Acreage totals are provided for land in each Planning Community in unincorporated County. No final development orders or extensions to final development orders will be issued or approved by Lee County which would allow the acreage for residential, commercial or industrial uses contained in Table 1(b) to be exceeded.

Central Urban Acreage Allocations

Land Use	Acreage Allocation for Year 2030
Residential	3,140

The subject property is located within the South Fort Myers Community per Map 16 of the Lee Plan. As illustrated on Table 1 above there are 3,140 available acres currently allocated towards residential land uses within the Central Urban Future Land Use Category in this planning community. The RPD proposes 24.11 acres of residential development which is within the allowable acreages set forth by the Lee Plan and therefore the proposed project is in compliance with this policy.

Lee Plan Policy 2.1: Development Location

Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where large tracts of land are by-passed in favor of development *more distant from services and existing communities.*

Located in an area of growth in Lee County, the site utilizes existing services and infrastructure. As outlined in LDC Section 34-377 compliance, residents will be afforded opportunities for services, employment, education near the site, lessoning traffic burden associated with sprawl development. Police and fire services are near the site and utility services are available. As discussed in compliance with Policy 5.2.4, the surrounding area consists of many developed residential projects with this land serving as an infill development and therefor does not bypass larger tracts of land. Further, the Future Land Use designation of Central Urban is characterized by land with readily available urban services. As such, the proposed development and rezoning request is compatible with this provision of the Lee Plan.

Lee Plan Policy 5.2.4: Compatibility

The site design of the proposed development must be compatible with surrounding land uses to the maximum extent possible.

The surrounding area consists of varied residential types in established communities and proposed/ zoning approved planned developments. As demonstrated in the table below, density approvals in the area range from 3.1 to 8.4 dwelling units per acre. The proposed density of 5.0 units per acre is in the middle of this range and therefor compatible with the neighboring approved densities. Additionally residential types approved and constructed in this area include a range of residential product types including single family and multifamily units.

COMMUNITY	ACREAGE	# OF UNITS	DU/AC
Coral Waters Apartments	10	84	8.4
Plantation Preserve RPD	40	190	4.7
Cypress Pointe RPD Cypress Woods/Portofino	58	236	4.4

Plantation I RPD (Highland Pines)	46	107	2.3
Rookery PUD	38	280	7.4
Camden Square	39	130	3.3
Heritage Palms	519	1,600	3.1
Cobblestone RPD	50	216	4.3
The Reserve at Penzance	13	110	8.5
Blasingim RPD (Proposed)	24	120	5.0

Please refer to the table below, which inventories the surrounding Future Land Use Categories and existing land uses.

Adjacent Land Use and Zoning

DIRECTION	FUTURE LAND USE	LAND USE / ZONING
North	Central Urban	Residential/AG-2
South	Central Urban	Road Right-of-Way /Residential /AG-2
East	Central Urban	Residential/AG-2
West	Central Urban	Residential/AG-2

Based on the tables above, the proposed use is consistent with the underlying and surrounding Future Land Use Categories as well as the surrounding uses. Single family and two-family attached development on this site will be contiguous and compact, is within an area where services are already available, and would effectively use the public investment of infrastructure within this area. Therefore, the uses and density proposed through this application are appropriate at this location and will continue the existing residential development trend along with the surrounding communities.

As further outlined, in compliance of Lee Plan Policies 2.2.1 and 5.1.3 and Goal 11, the proposed development location is in proximity to infrastructure, water, sewer and traffic. As such, the location minimizes costs and focuses density where appropriate.

Lee Plan Objective 2.2: New Development to Provide Required Infrastructure

Direct new growth to those portions of the Future Urban Areas where adequate public facilities exist or are assured and where compact and contiguous development patterns can be created. Development orders and permits (as defined in F.S. 163.3164(7)) will be granted only when consistent with the provisions of Sections 163.3202(2((g) and 163.3180, Florida Statutes and the county's Concurrency Management Ordinance.

Lee Plan Policy 2.2.1: New Development Proximity to Required Infrastructure

Rezonings and development-of-regional-impact proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare.

As summarized in the Transportation Impact Statement provided within this submittal, the proposed rezoning will not have a detrimental impact on the surrounding roadway system. Based on the results of the analysis, Six Mile Cypress Parkway, Penzance Boulevard and Ranchette Road are shown to operate at a LOS "C" both with and without the project. No intersection improvements will be warranted by the proposed development.

Utility service is available along the frontage of the property through Lee County Utilities for potable water and waste water. The developer will undertake any improvements that may be required to connect the project to these existing services. Availability letters are enclosed as a supplement to the rezoning application. Please refer to additional services and facilities near the subject site outlined in LDC Compliance 34-145(d)(3)(h) previously on this report.

Lee Plan Policy 5.1.2: Prohibit Residential Development where Hazards Exist

Prohibit residential development where physical constraints or hazards exist, or require the density and design to be adjusted accordingly. Such constraints or hazards include but are not limited to flood, storm, or hurricane hazards; unstable soil or geologic conditions; environmental imitations; aircraft noise; or other characteristics that may endanger the residential community.

The proposed development is within Flood Zones X and AE. The areas within the proposed development area range at existing site elevations of 14' to 15' NAVD88 which will not be a constraint to residential development. Site soil conditions consist of soils suitable for residential development and the site is not within an Airport Noise Zone. As such, the proposed development is not proposed where physical constraints or hazards exist.

Lee Plan Policy 5.1.4: Prohibit Residential Development Near Industrial Development and Airport Noise Zone

Prohibit residential development in all Industrial Development areas and Airport Noise Zone B as indicated on the Future Land Use Map, except for residences in the Industrial Development area for a caretaker or security guard, and except as provided in Chapter XIII

The site is not located within an industrial development area nor the Airport Noise Zone B.

Lee Plan Goal 11: Water, Sewer, Traffic and Environmental Review

To insure that appropriate water, sewer, traffic, and environmental review standards are considered in reviewing rezoning applications and are met prior to issuance of a county development order.

The proposed development is consistent with Goal 11 through the provision of letters of capacity and availability of service from Lee County Utilities, please see attached. A Traffic Impact Statement has been included within the application, indicating that the proposed development will not have a detrimental impact on the surrounding road system and an acceptable LOS will be maintained on all affected roadways. Lastly, the environmental review has also been included.

TR TRANSPORTATION CONSULTANTS, INC.

TRAFFIC IMPACT STATEMENT

FOR

BLASINGIM RPD

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

PROJECT NO. 1512.09

PREPARED BY:
TR Transportation Consultants, Inc.
2726 Oak Ridge Court, Suite 503
Fort Myers, Florida 33901
239-278-3090

May 19, 2016

TRANSPORTATION CONSULTANTS, INC.

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VI. FUTURE TRAFFIC CONDITIONS

VII. PROJECTED LEVEL OF SERVICE AND IMPROVEMENTS

VIII. CONCLUSION

I. INTRODUCTION

TR Transportation Consultants, Inc. has conducted a traffic impact statement to fulfill requirements set forth by the Lee County Department of Community Development for projects seeking approval for zoning. This report has been completed in compliance with guidelines established in the Lee County Traffic Impact Statement Guidelines. The development site is located on the south side of Penzance Boulevard west of Six Mile Cypress Parkway in Lee County, Florida. The site location is illustrated on **Figure 1**.

The Developer is proposing to rezone the subject site to permit the development of a maximum of 120 dwelling units on the approximately 24 acre site. Primary access to the development will be provided via a gated entry on the south side of Penzance Boulevard.

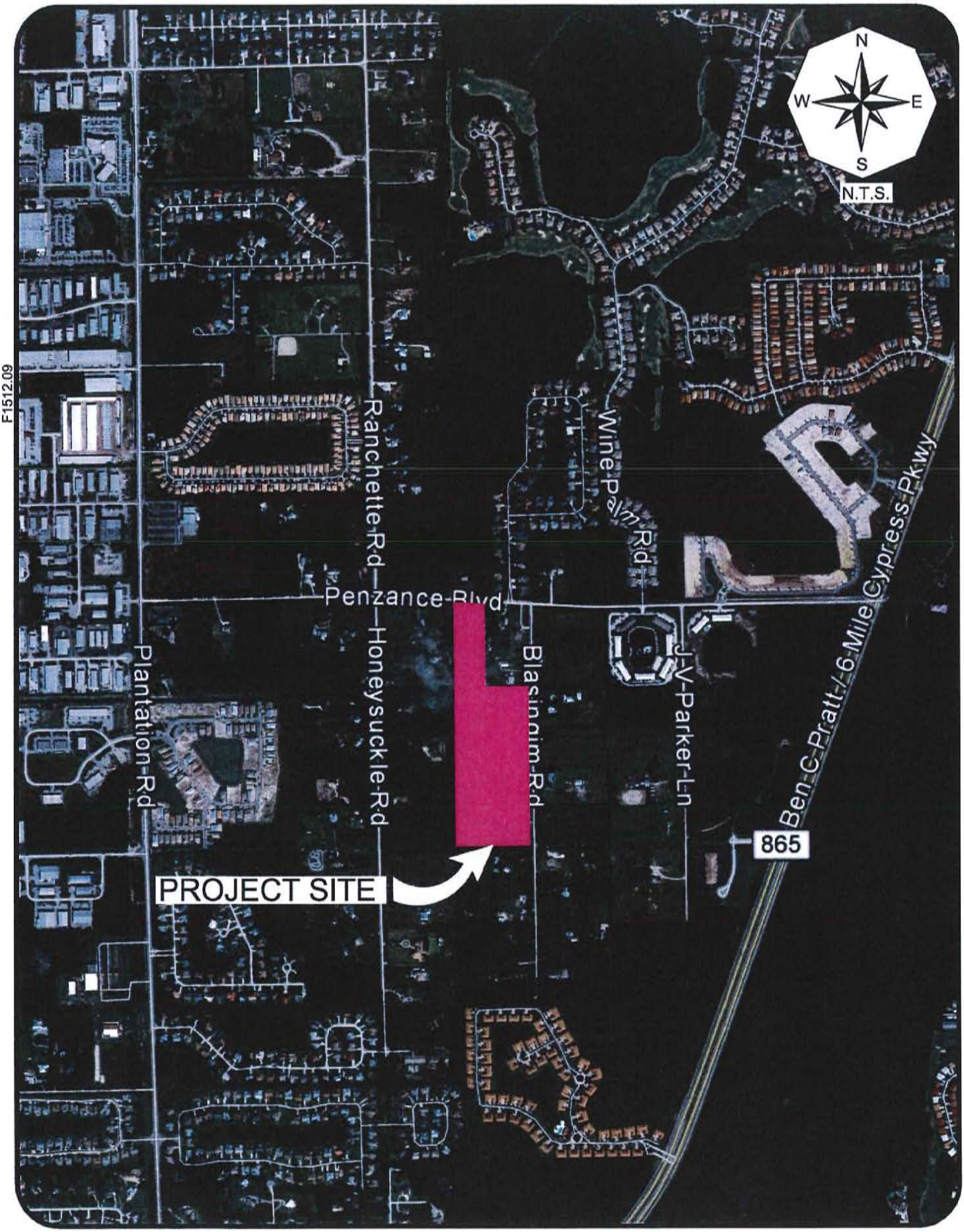
This report examines the impact of the development on the surrounding roadways and intersections. Trip generation and assignments to the various surrounding intersections will be completed and analysis conducted to determine the impacts of the development on the surrounding streets and intersections.

II. EXISTING CONDITIONS

The subject site is currently occupied by two homes with the majority of the site being vacant. The subject site is bordered to the north by Penzance Boulevard, to the west and the south by the existing residential uses and to the east by Blasingim Road.

Six Mile Cypress Parkway is a four lane divided controlled access facility roadway that extends from U.S. 41 to Colonial Boulevard. Six Mile Cypress Parkway, east of the subject site, has a posted speed limit of 50 mph and is under the jurisdiction of the Lee County Department of Transportation.

Penzance Boulevard is a two lane undivided minor collector roadway that borders the subject site to the north. Penzance Boulevard extends west from Six Mile Cypress



F1512.09

TRANSPORTATION CONSULTANTS, INC.

PROJECT LOCATION MAP
BLASINGIM RPD

Figure 1

Parkway to Ranchette Road. West of Ranchette Road, Penzance Boulevard is an unimproved roadway located in a private easement which connects to Plantation Road, but is not open to through traffic. Therefore, development traffic was not assigned to Penzance Boulevard between Ranchette and Plantation. Future residents of this project will have access to Six Mile Cypress to the east and to Plantation Road and Metro Parkway to the west via Ranchette Road to Idlewild Street. Penzance Boulevard has a posted speed limit of 35 mph and is under the jurisdiction of the Lee County Department of Transportation.

Ranchette Road is a two lane undivided minor collector roadway that extends north from the Penzance Boulevard to Idlewild Street. Development traffic will utilize Ranchette Road to access Plantation Road and Metro Parkway to the west. Ranchette Road has a posted speed limit of 35 mph and is under the jurisdiction of the Lee County Department of Transportation.

III. PROPOSED DEVELOPMENT

Blasingim RPD is an approximately 24 acre proposed residential community within Lee County. The proposed development intensity was taken from the Master Concept plan prepared by Barraco and Associates.

Table 1 summarizes the land uses utilized for trip generation purposes for the subject development. Single Family Dwelling units were utilized for trip generation purposes as they generate the highest weekday peak hour and daily trips.

Table 1
Blasingim RPD
Land Uses

Land Use	Size
Single Family	120 Dwelling Units

IV. TRIP GENERATION

The trip generation for the proposed development was determined by referencing the Institute of Transportation Engineer's (ITE) report, titled ***Trip Generation***, 9th Edition. Land Use Code 210 (Single-Family Detached Housing) was utilized for trip generation purposes. The equations for this land use are contained in the Appendix of this report for reference. **Table 2** outlines the anticipated weekday A.M. and P.M. peak hour trip generation of the Blasingim RPD as currently proposed. The daily trip generation is also indicated in the table.

Table 2
Blasingim RPD
Trip Generation

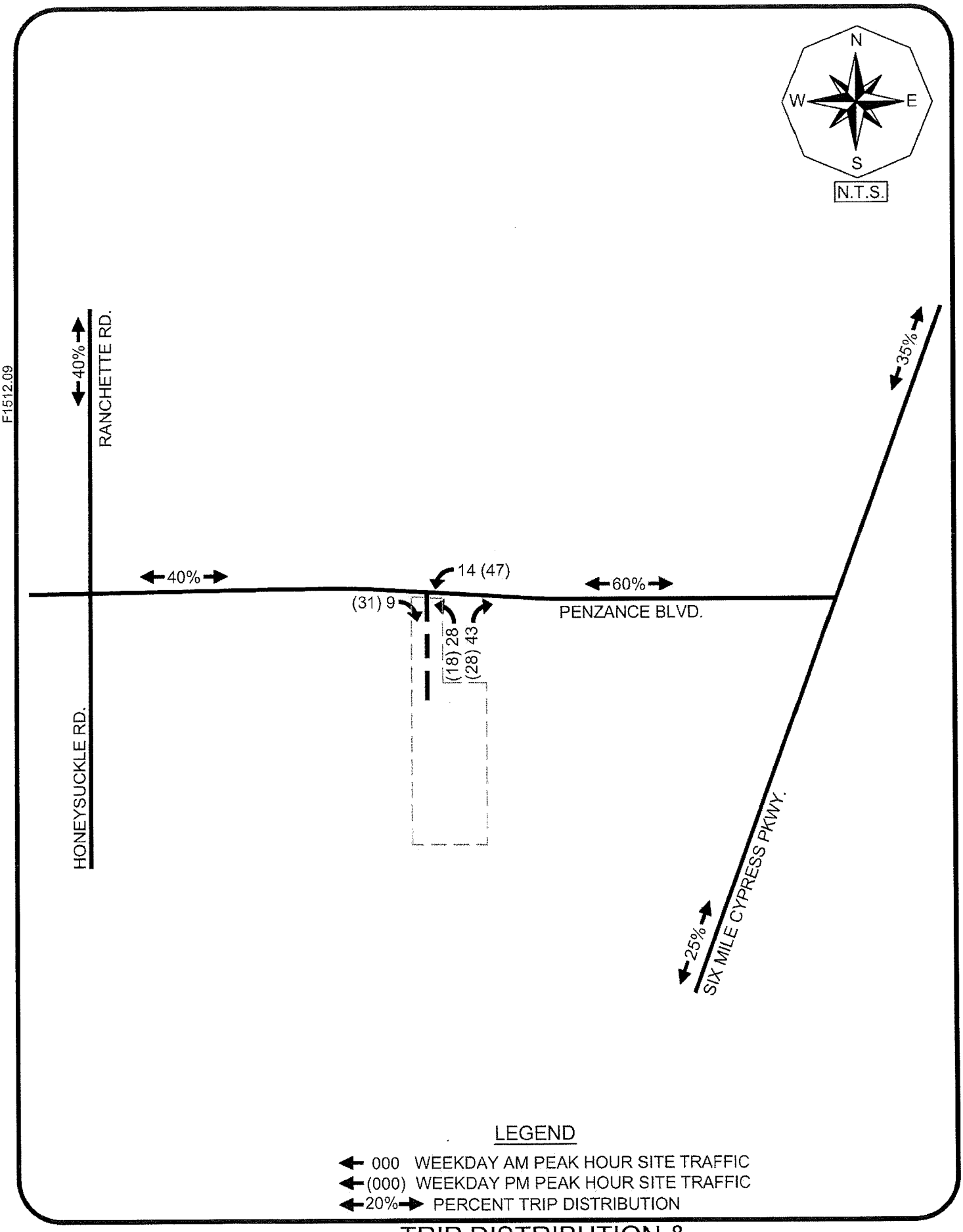
Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily
	In	Out	Total	In	Out	Total	2-way
Single Family (120 Units)	23	71	94	78	46	124	1242

V. TRIP DISTRIBUTION

The trips shown in Table 2 were then assigned to the surrounding roadway system based on the anticipated routes the drivers will utilize to approach the site. Based on current and projected population in the area and other existing or planned competing/complementary uses in the area, a distribution of the site traffic was formulated. The anticipated trip distribution of the development traffic is shown on **Figure 2**. Also shown on Figure 2 is the assignment of project related trips to the site access drive to Penzance Boulevard.

In order to determine which roadway segments surrounding the site will be significantly impacted as outlined in the Lee County Traffic Impact Statement Guidelines, **Table 1A**, contained in the Appendix, was created. This table indicates which roadway links will accommodate greater than 10% of the Peak Hour – Peak Direction Level of Service "C" volumes, as defined by the Lee County Generalized Peak Hour Directional Service

F1512.09



TRANSPORTATION CONSULTANTS, INC.

TRIP DISTRIBUTION & SITE TRAFFIC ASSIGNMENT BLASINGIM RPD

Figure 2

Volume Tables. A copy of the Generalized Service Volume Table is located in the Appendix of this report for reference.

VI. FUTURE TRAFFIC CONDITIONS

A horizon year analysis of 2022 was selected as the analysis year to evaluate the future impacts this project will have on the surrounding roadway network. Based on this horizon year, a growth rate was applied to the existing traffic conditions for all roadway links that could be significantly impacted by this development. The existing roadway link traffic data was obtained from the 2015 Lee County Traffic Count Report. Based on the project distribution shown in Figure 2, the link data was analyzed for the year 2022 without the development and year 2022 with the development.

Figure 3 indicates the year 2022 peak hour – peak direction traffic volumes and Level of Service for the various roadway links within the study area. Noted on Figure 3 is the peak hour – peak direction volume and Level of Service of each link should no development occur on the subject site and the peak hour – peak direction volume and Level of Service for the weekday A.M. and P.M. peak hours with the development traffic added to the roadways. These figures are also derived from **Table 2A** contained in the Appendix.

VII. PROJECTED LEVEL OF SERVICE AND IMPROVEMENTS

Figure 3 details the Levels of Service for all links inside the project's area of influence based on this analysis. In comparing the links' functional classification and calculated 2022 traffic volumes to the Service Volume Tables, it was determined that all roadway links analyzed will continue to operate at an acceptable Level of Service in 2022 both with and without the proposed development. Six Mile Cypress Parkway, Penzance Boulevard and Ranchette Road are shown to operate at LOS "C" both with and without the project in the year 2022. Therefore no roadway capacity improvements will be warranted as a result of the additional traffic to be generated by the proposed development.

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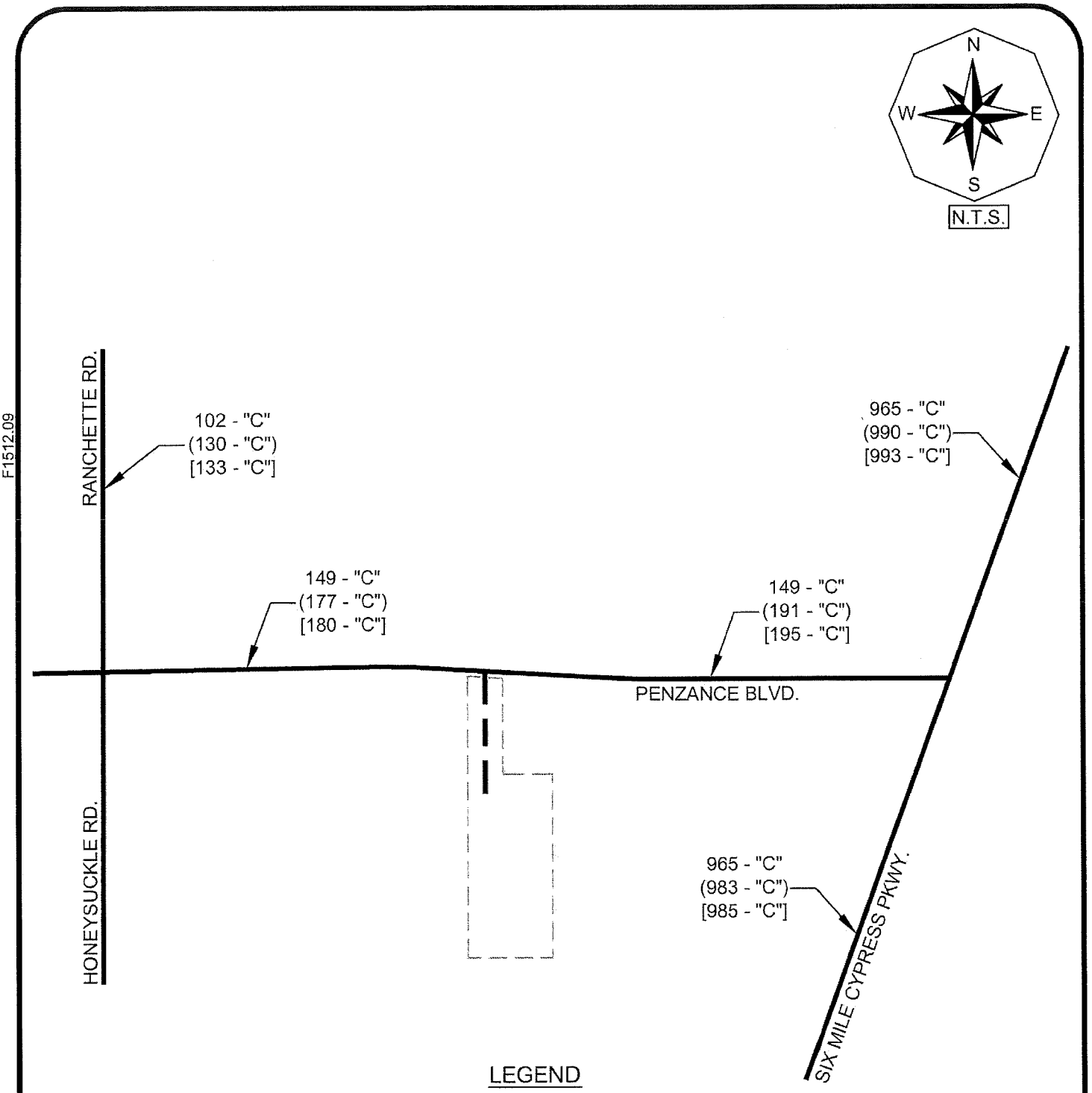


LEGEND

XXX - "C" 2022 PEAK SEASON PEAK HOUR
PEAK DIRECTION BACKGROUND TRAFFIC VOLUME
AND LEVEL OF SERVICE DESIGNATION

(XXX -"C") 2022 PEAK SEASON PEAK HOUR
PEAK DIRECTION BACKGROUND TRAFFIC VOLUME
PLUS AM PEAK HOUR PROJECT TRIPS
AND LEVEL OF SERVICE DESIGNATION

[XXX -"C"] 2022 PEAK SEASON PEAK HOUR
PEAK DIRECTION BACKGROUND TRAFFIC VOLUME
PLUS PM PEAK HOUR PROJECT TRIPS

TR TRANSPORTATION CONSULTANTS, INC.

PROJECTED 2022 LEVEL OF SERVICE
BLASINGIM RPD

Figure 3

VIII. CONCLUSION

The development of the subject property with approximately 120 single family residential dwelling units on the south side of Penzance Boulevard east of Ranchette Road and west of Six Mile Cypress Parkway in Lee County, Florida will not degrade the Level of Service. Six Mile Cypress Parkway, Penzance Boulevard and Ranchette Road are all shown to operate at LOS "C" both with and without the project in the year 2022. The existing roadway network can accommodate the additional new vehicle trips the development is anticipated to generate. The rezoning meets the requirements of the Lee County Comprehensive Plan and Land Development Code in terms of providing adequate transportation facilities necessary to accommodate the project traffic demand. Site specific turn lane improvements will be warranted based on the Lee County Turn Lane Policy and will be further defined in the Development Order process.

APPENDIX

TABLES 1A & 2A

TABLE 1A
PEAK DIRECTION PROJECT TRAFFIC VS. LOS C LINK VOLUMES
BLASINGIM RPD

TOTAL AM PEAK HOUR PROJECT TRAFFIC =	94 VPH	IN=	23	OUT=	71
TOTAL PM PEAK HOUR PROJECT TRAFFIC =	124 VPH	IN=	78	OUT=	46

ROADWAY	SEGMENT	ROADWAY CLASS	LOS A VOLUME	LOS B VOLUME	LOS C VOLUME	LOS D VOLUME	LOS E VOLUME	PROJECT TRAFFIC DISTRIBUTION	NEW PROJ TRAFFIC AM PEAK	NEW PROJ TRAFFIC PM PEAK	PROJ/ LOS C
Six Mile Cypress Pkwy	North of Penzance Blvd.	4LD	0	270	1,970	2,100	2,100	35%	25	27	1.39%
	South of Penzance Blvd.	4LD	0	270	1,970	2,100	2,100	25%	18	20	0.99%
Penzance Blvd.	East of Site Access	2LU	0	0	310	670	740	60%	43	47	15.10%
	West of Site Access	2LU	0	0	310	670	740	40%	28	31	10.06%
Ranchette Rd.	North of Penzance Blvd.	2LU	0	0	310	670	740	40%	28	31	10.06%

* The Level of Service thresholds for all roadway segments were obtained from Lee County Generalized Peak Hour Directional Service Volumes (Sept. 2013)

TABLE 2A
HORIZON YEAR TRAFFIC VOLUMES AND 100TH HIGHEST HOUR LEVEL OF SERVICE ANALYSIS
BLASINGIM RPD

TOTAL AM PEAK HOUR PROJECT TRAFFIC =	94	VPH	IN=	23	OUT=	71
TOTAL PM PEAK HOUR PROJECT TRAFFIC =	124	VPH	IN=	78	OUT=	46

ROADWAY	SEGMENT	SITE/ STATION	BASE YR ADT	2015 ADT	YRS OF GROWTH	ANNUAL RATE	2014 PK HR PK SEASON PEAK DIR.[1]	2022 PK HR PK SEASON PEAK DIRECTION VOLUME	LOS	PROJECT TRAFFIC DISTRIBUTION	AM PROJ TRAFFIC	PM PROJ TRAFFIC	2022 BCKGRND + AM PROJ VOLUME	LOS	2022 BCKGRND + PM PROJ VOLUME	LOS
Six Mile Cypress Pkwy	North of Penzance Blvd.	388	16,200	18,200	7	1.68%	845	965	C	35%	25	27	990	C	993	C
	South of Penzance Blvd.	388	16,200	18,200	7	1.68%	845	965	C	25%	18	20	983	C	985	C
Penzance Blvd.	East of Site Access					1.68%	130	149	C	60%	43	47	191	C	195	C
	West of Site Access					1.68%	130	149	C	40%	28	31	177	C	180	C
Ranchette Rd.	North of Penzance Blvd.					1.68%	89	102	C	40%	28	31	130	C	133	C

[1]The 2014 peak hour, peak season, peak direction traffic volumes were taken from the 2015 Lee County Concurrency Report

Due to lack of traffic data on Penzance and Ranchette in the Traffic County Report, the growth rate for Six Mile Cypress was utilized for these two roads

2015 LEE COUNTY CONCURRENCY REPORT

ROADWAY LINK NAME	FROM	TO	ROAD TYPE	PERFORMANCE STANDARD		2014 100th HIGHEST HR		EST 2015 100th HIGHEST HR		FORECAST FUTURE VOL		NOTES*	LINK NO.
				LOS	CAPACITY	LOS	VOLUME	LOS	VOLUME	LOS	VOLUME		
PALM BEACH BL (SR 80)	JOEL BLVD	HENDRY COUNTY LINE	4LD	C	2,320	A	530	A	533	B	1,243		20400
PALOMINO RD	DANIELS PKWY	PENZANCE BL	2LU	E	860	C	324	C	325	C	391	Turn lanes/bike path in FY 16/17	20500
PARK MEADOW DR*	SUMMERLIN RD	US 41	2LU	E	860	C	133	C	134	C	269		20600
PENZANCE BL*	RANCHETTE RD	SIX MILE CYPRESS PKWY	2LU	E	860	C	130	C	130	C	132		20800
PINE ISLAND RD	STRINGFELLOW BL	BURNT STORE RD	2LN	E	950	E	578	E	578	E	578	Constrained in part v/c = 0.61	20900
PINE ISLAND RD (SR 78)	BURNT STORE RD	CHIQUITA BL	4LD	C	2,160	A	626	A	626	A	641		21000
PINE ISLAND RD (SR 78)	CHIQUITA BL	SANTA BARBARA BL	4LD	C	2,160	A	1,587	A	1,587	A	1,587		21100
PINE ISLAND RD (SR 78)	SANTA BARBARA BL	DEL PRADO BL	4LD	C	2,160	B	1,876	B	1,878	B	1,967		21200
PINE ISLAND RD (SR 78)	DEL PRADO BL	BARRETT RD	4LD	E	2,160	A	1,229	A	1,233	A	1,233		21300
PINE ISLAND RD (SR 78)	BARRETT RD	US 41	4LD	E	2,160	A	1,229	A	1,229	A	1,232		21400
PINE ISLAND RD (SR 78)	US 41	BUSINESS 41	4LD	E	1,720	C	1,256	C	1,256	C	1,351		21500
PINE RIDGE RD*	SAN CARLOS BL	SUMMERLIN RD	2LU	E	860	C	458	C	458	C	458		21600
PINE RIDGE RD*	SUMMERLIN RD	GLADIOLUS BL	2LU	E	860	C	253	C	253	C	253		21700
PINE RIDGE RD	GLADIOLUS DR	McGREGOR BL	2LU	E	860	C	233	C	233	C	233		21800
PLANTATION RD	SIX MILE CYPRESS PKWY	DANIELS PKWY	2LU	E	860	C	314	C	314	C	518		21900
PLANTATION RD	DANIELS PKWY	IDLEWILD ST	2LU	E	860	D	707	D	722	D	840	Roundabout at Crystal Dr in FY 14/15	22000
PLANTATION RD	IDLEWILD ST	COLONIAL BL	4LD	E	1,790	C	473	C	473	C	473		22050
PONDELLA RD	PINE ISLAND RD (SR 78)	ORANGE GROVE BL	4LD	E	1,900	B	935	B	935	B	938		22100
PONDELLA RD	ORANGE GROVE BL	US 41	4LD	E	1,900	B	1,205	B	1,205	B	1,205		22200
PONDELLA RD	US 41	BUSINESS 41	4LD	E	1,900	B	1,013	B	1,013	B	1,089		22300
PRICHETT PKWY*	BAYSHORE RD	RICH RD	2LU	E	860	C	73	C	73	C	76		22400
RANCHETTE RD*	PENZANCE BL	IDLEWILD ST	2LU	E	860	C	89	C	89	C	483		22500
RICH RD*	SLATER RD	PRITCHETT PKWY	2LU	E	860	C	55	C	55	C	55		22600
RICHMOND AVE*	LEELAND HEIGHTS BL	E 12th ST	2LU	E	860	C	72	C	73	C	74		22700
RICHMOND AVE*	E 12th ST	GREENBRIAR BL	2LU	E	860	C	59	C	60	C	79		22800
RIVER RANCH RD*	WILLIAMS RD	CORKSCREW RD	2LU	E	860	C	92	C	94	C	94		22900
SAN CARLOS BL (SR 865)	ESTERO BL	MAIN ST	2LB	E	1,100	B	1,066	B	1,069	F	1,112	Constrained in part v/c = 0.97; PD&E study by FDOT in FY 18/19	23000
SAN CARLOS BL (SR 865)	MAIN ST	SUMMERLIN RD	4LD	E	1,780	B	1,066	B	1,066	B	1,091	PD&E study by FDOT in FY 18/19	23100
SAN CARLOS BL (SR 865)	SUMMERLIN RD	KELLY RD	2LN	E	1,000	B	691	B	692	B	952		23180

ROADWAY LINK NAME	FROM	TO	ROAD TYPE	PERFORMANCE STANDARD		2014 100th HIGHEST HR		EST 2015 100th HIGHEST HR		FORECAST FUTURE VOL		NOTES*	LINK NO.
				LOS	CAPACITY	LOS	VOLUME	LOS	VOLUME	LOS	VOLUME		
SAN CARLOS BL (SR 865)	KELLY RD	GLADIOLUS RD	4LD	E	1,460	C	691	C	691	C	695		23200
SAN CARLOS BL (SCP)*	US 41	THREE OAKS PKWY	2LN	E	860	C	255	C	256	C	256		23230
SANIBEL BL*	US 41	LEE BL	2LN	E	860	C	479	C	479	C	485		23260
SANIBEL CAUSEWAY	SANIBEL CAUSEWAY	TOLL PLAZA	2LN	E	1,050	E	849	E	849	E	860		23300
SHELL POINT BL*	McGREGOR BL	PALM ACRES	2LN	E	860	C	260	C	274	C	310		23400
SIX MILE CYPRESS PKWY (SR 739)	US 41	METRO PKWY	4LD	E	1,920	B	1,577	B	1,577	B	1,646		23500
SIX MILE CYPRESS PKWY	METRO PKWY	DANIELS PKWY	4LD	E	1,920	B	1,103	B	1,119	B	1,147		23600
SIX MILE CYPRESS PKWY	DANIELS PKWY	WINKLER AVE	4LD	E	1,900	B	845	B	845	B	954		23700
SIX MILE CYPRESS PKWY	WINKLER AVE	CHALLENGER BL	4LD	E	1,900	B	809	B	809	B	809		23800
SIX MILE CYPRESS PKWY	CHALLENGER BL	COLONIAL BL	6LD	E	2,860	A	809	A	809	A	809		23900
SLATER RD*	BAYSHORE RD (SR 78)	NALLE GRADE RD	2LU	E	1,010	C	328	C	329	C	331		24000
SOUTH POINTE BL*	CYPRESS LAKE DR	COLLEGE PKWY	2LD	E	860	D	607	D	607	D	607		24100
SR 31	PALM BEACH BL	BAYSHORE RD (SR78)	2LN	E	1,310	B	380	B	380	B	382		24200
SR 31	BAYSHORE RD (SR 78)	CHARLOTTE COUNTY LINE	2LN	E	1,310	B	310	B	311	B	317		24300
STALEY RD*	ORANGE RIVER BL	LUCKETT RD	2LU	E	860	C	170	C	171	C	196		24400
STRINGFELLOW RD	FIRST AVE	BERKSHIRE RD	2LN	E	1,060	B	293	B	300	D	643		24500
STRINGFELLOW RD	BERKSHIRE RD	PINE ISLAND RD	2LN	E	1,060	B	293	B	296	C	425		24600
STRINGFELLOW RD	PINE ISLAND RD	PINELAND RD	2LN	E	1,060	D	527	D	534	D	635		24700
STRINGFELLOW RD*	PINELAND RD	MAIN ST	2LN	E	1,060	B	178	B	183	B	273		24800
SUMMERLIN RD	McGREGOR BL	KELLY COVE RD	4LD	E	1,980	B	1,190	B	1,190	B	1,198		24900
SUMMERLIN RD*	KELLY COVE RD	SAN CARLOS BL	4LD	E	1,980	B	1,055	B	1,055	B	1,055		25000
SUMMERLIN RD*	SAN CARLOS BL	PINE RIDGE RD	6LD	E	2,980	B	1,000	B	1,000	B	1,235		25100
SUMMERLIN RD	PINE RIDGE RD	BASS RD	6LD	E	2,980	B	1,809	B	1,809	B	1,902		25200
SUMMERLIN RD	BASS RD	GLADIOLUS DR	6LD	E	2,980	B	1,809	B	1,811	B	1,913		25300
SUMMERLIN RD	GLADIOLUS DR	CYPRESS LAKE DR	4LD	E	1,980	B	1,320	B	1,321	B	1,464		25400
SUMMERLIN RD	CYPRESS LAKE DR	COLLEGE PKWY	6LD	E	2,960	C	1,414	C	1,414	C	1,414		25500
SUMMERLIN RD	COLLEGE PKWY	MAPLE DR	6LD	E	2,960	C	1,690	C	1,690	C	1,709		25600
SUMMERLIN RD	MAPLE DR	BOY SCOUT DR	6LD	E	2,960	C	1,690	C	1,690	C	1,690		25700
SUMMERLIN RD	BOY SCOUT DR	MATTHEWS DR	4LD	E	1,760	D	1,172	D	1,172	D	1,172		25800
SUMMERLIN RD	MATTHEWS DR	COLONIAL BL	4LD	E	1,760	D	1,172	D	1,172	D	1,172		25900
SUNRISE BL*	ALEX BELL BL	COLUMBUS AVE	2LU	E	860	C	44	C	45	C	55		26000
SUNSHINE BL	IMMOKALEE RD (SR82)	SW 23rd ST	2LN	E	1,040	C	382	C	385	C	388		26100
SUNSHINE BL	SW 23rd ST	LEE BL	2LN	E	1,040	C	319	C	320	C	320		26150
SUNSHINE BL	LEE BL	W 12th ST	2LN	E	1,040	C	447	C	451	C	451		26200
SUNSHINE BL*	W 12th ST	W 75th ST	2LN	E	1,040	B	250	B	251	C	458		26300
SW 23rd ST	GUNNERY RD	SUNSHINE BL	2LU	E	860	D	592	D	592	D	592		26400

LEE COUNTY GENERALIZED SERVICE VOLUME TABLE

Lee County
Generalized Peak Hour Directional Service Volumes
Urbanized Areas

Sept. 2013 c:\input4

Uninterrupted Flow Highway

Level of Service

Lane	Divided	A	B	C	D	E
1	Undivided	120	420	840	1,190	1,640
2	Divided	1,060	1,810	2,560	3,240	3,590
3	Divided	1,600	2,720	3,840	4,860	5,380

Arterials

Class I (40 mph or higher posted speed limit)

Level of Service

Lane	Divided	A	B	C	D	E
1	Undivided	*	140	800	860	860
2	Divided	*	260	1,840	1,960	1,960
3	Divided	*	410	2,840	2,940	2,940
4	Divided	*	550	3,840	3,940	3,940

Class II (35 mph or slower posted speed limit)

Level of Service

Lane	Divided	A	B	C	D	E
1	Undivided	*	*	330	710	780
2	Divided	*	*	710	1,590	1,660
3	Divided	*	*	1,150	2,450	2,500
4	Divided	*	*	1,580	3,310	3,340

Controlled Access Facilities

Level of Service

Lane	Divided	A	B	C	D	E
1	Undivided	*	160	880	940	940
2	Divided	*	270	1,970	2,100	2,100
3	Divided	*	430	3,050	3,180	3,180

Collectors

Level of Service

Lane	Divided	A	B	C	D	E
1	Undivided	*	*	310	670	740
1	Divided	*	*	330	710	780
2	Undivided	*	*	740	1,460	1,460
2	Divided	*	*	780	1,530	1,530

Note: the service volumes for I-75 (freeway), bicycle mode, pedestrian mode, and bus mode should be from FDOT's most current version of LOS Handbook.

TRAFFIC DATA FOR
SIX MILE CYPRESS PARKWAY

STREET	LOCATION	Station #	Daily Traffic Volume (AADT) 2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	PCS	Area
SANTA BARBARA BV	S OF SW 22 TERR	54	25100	27700	26500	21700	21700	20700	22200	21800	22800	24900		
SANTA BARBARA BV	S OF SW 28 ST	55	27900	27700	25800		26700	21300	22200	22600	23400	24800		
SHELL POINT BLVD	N OF MCGREGOR BLVD	385	4600	5400	3300	4600	4600						36	7
SENTINELA BLVD	E OF MOORE AVE	478	1700	1600	1200	1000	1200						6	5
VERONICA SHOEMAKER BL	S OF PALM BEACH BV	605	5600	6800	5500	4900							20	3
VERONICA SHOEMAKER BL	N OF M.L.K. BLVD (SR 82)	606	U/C	10100	9000	8100							20	3
VERONICA SHOEMAKER BL	N OF COLONIAL BLVD	607	2600	6600	6000	5400							20	3
SIX MILE CYPRESS PKWY	E OF US 41	386	33600	31800	29200	29400	28300			29300			46	4
SIX MILE CYPRESS PKWY	E OF METRO PKWY	387	23600	25200	22900	21600	23400			26900	26700		46	4
SIX MILE CYPRESS PKWY	N OF DANIELS PKWY	388	19200	20100	16200	17800	17900	13500		15400	17000	18200	18	3
SIX MILE CYPRESS PKWY	N OF WINKLER AVE	18	15700	16000	14000	13400	13500	11800	11500	14000	15200	18000		3
SLATER RD	N OF BAYSHORE RD (SR 78)	389	6500	6500	6100	6200	6400	6500		6600		7600	64	2
SOUTH POINTE BLVD	N OF CYPRESS LAKE DR	390	10100	9500	9100	9500	10900						43	3
SOLOMON BLVD	N OF COLONIAL BLVD	623	7800	7400	6700	7200							29	3
SOLOMON BLVD	N OF WINKLER AVE	622	4700	4900	5200	4800							29	3
SR 31	N OF PALM BEACH BLVD	391	12200	9900	7500	7700							11	2
SR 31	S OF CHARLOTTE CO LINE	392	9000	6900	5200	4600							34	2
STALEY RD	S OF ORANGE RIVER BLVD	398	3700	4300	4100	3000	3300	3700		3400		2600	11	3
STRINGFELLOW BLVD	N OF CASTILE RD	27	4600	4500	4100	4200	4000	4000	4000	4000	4200	4400		7
STRINGFELLOW BLVD	S OF PINE ISLAND RD	400	9900	10200	9300	8800							27	7
STRINGFELLOW BLVD	N OF AVENUE C	399	9000	8800	8400	7500	7400	7700	7700	8000	8100	8700	27	7

TRIP GENERATION EQUATIONS

TRIP GENERATION EQUATIONS
BLASINGIM
ITE TRIP GENERATION REPORT, 9th EDITION

Land Use	Weekday AM Peak Hour	Weekday PM Peak Hour	Daily (2-way)
Single Family Detached Housing (LUC 210)	T = 0.70 (X) + 9.74 (25% In / 75% Out)	Ln (T) = 0.90 Ln (X) + 0.51 (63% In / 37% Out)	Ln (T) = 0.92 Ln (X) + 2.72
T = Number of Trips, X = Number of dwelling units			

MASTER CONCEPT PLAN

FOR

BLASINGIM ROAD
RESIDENTIAL PLANNED DEVELOPMENT

A PARCEL OF LAND IN SECTION 17 TOWNSHIP 45 SOUTH, RANGE 25 EAST
FORT MYERS, LEE COUNTY, FLORIDA

PROJECT DATA

SITE ADDRESS
7030 PENZANCE BLVD FORT MYERS, FL

PROJECT DATUM
PENDING

ZONING
CURRENT ZONING: AG-2

RECORD PLAT
PENDING

FLOOD ZONE
ACCORDING TO F.I.R.M. (FLOOD INSURANCE RATE MAP) No.12071C0429F (PANEL 0429), EFFECTIVE DATE: AUGUST 28, 2008, THE PROPERTY IS LOCATED IN FLOOD ZONE AE.

STRAP NUMBERS
08-45-25-00-00003.0010
08-45-25-00-00003.001A
17-45-25-01-00000.0010
17-45-25-01-00000.0020
17-45-25-01-00000.0030
17-45-25-01-00000.0040
17-45-25-01-00000.004A

DESIGN TEAM

PROJECT ENGINEER
CARL BARRACO, P.E.

PROJECT MANAGEMENT
CARL BARRACO, JR P.E.

DESIGN ENGINEER
TIM GAVIN, P.E.

PROJECT SURVEYOR
SCOT A. WHEELER,

LEAD DESIGN TECHNICIAN
WES KAYNE, I.E.

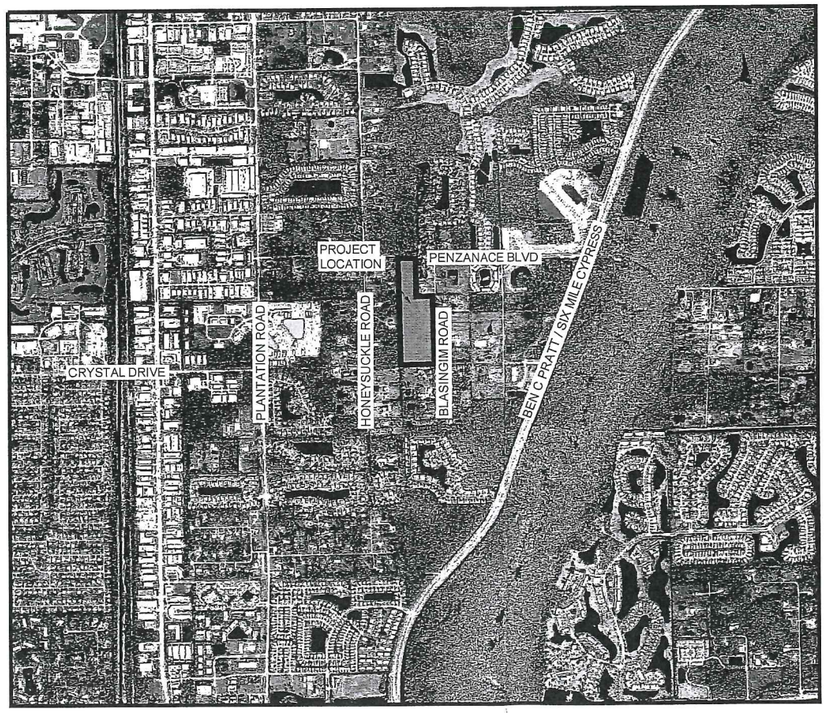
SITE PLANNING
ANGELICA HARDY

DESIGN STAFF
JAN BILDZUKEWICZ

LANDSCAPE DESIGN
BY OTHERS

QUALITY CONTROL
PENDING

LAND PLANNER
JENNIFER SAPEN



PROJECT LOCATION

VICINITY MAP
0 700 1400 2800
SCALE IN FEET

N
W E
S

INDEX OF DRAWINGS

1	COVER SHEET AND LOCATION MAP	A	23345-Z01.DWG
2	MASTER CONCEPT PLAN A	B	23345-Z02A.DWG
3	MASTER CONCEPT PLAN B	B	23345-Z02B.DWG
4	DETAILS AND DEVIATIONS	-	23345-Z03.DWG

CROSS-REFERENCED DRAWINGS:

XREF	DESCRIPTION	DRAWING NAME
A	LOCATION MAP	23345-LOC2015.JPG
B	BASE LINEWORK PLAN	23345-Z00.DWG

PLAN STATUS

NOT FOR CONSTRUCTION

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POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

BLASINGIM PROPERTY LLC.
7750 TOWN CENTRE DRIVE
SUITE 100
BROADVIEW HEIGHTS, OHIO 44147
PHONE (440) 838-1900 EXT. 103
FAX (440) 838-0588
WWW.CAMERATTAPROPERTIES.COM

PROJECT DESCRIPTION

BLASINGIM ROAD RPD

LEE COUNTY, FLORIDA

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FILE NAME	23370-Z01.DWG
LOCATION	J:\23370\DWG\ZONING\
PLOT DATE	WED. 6-1-2016 - 10:23 AM
PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

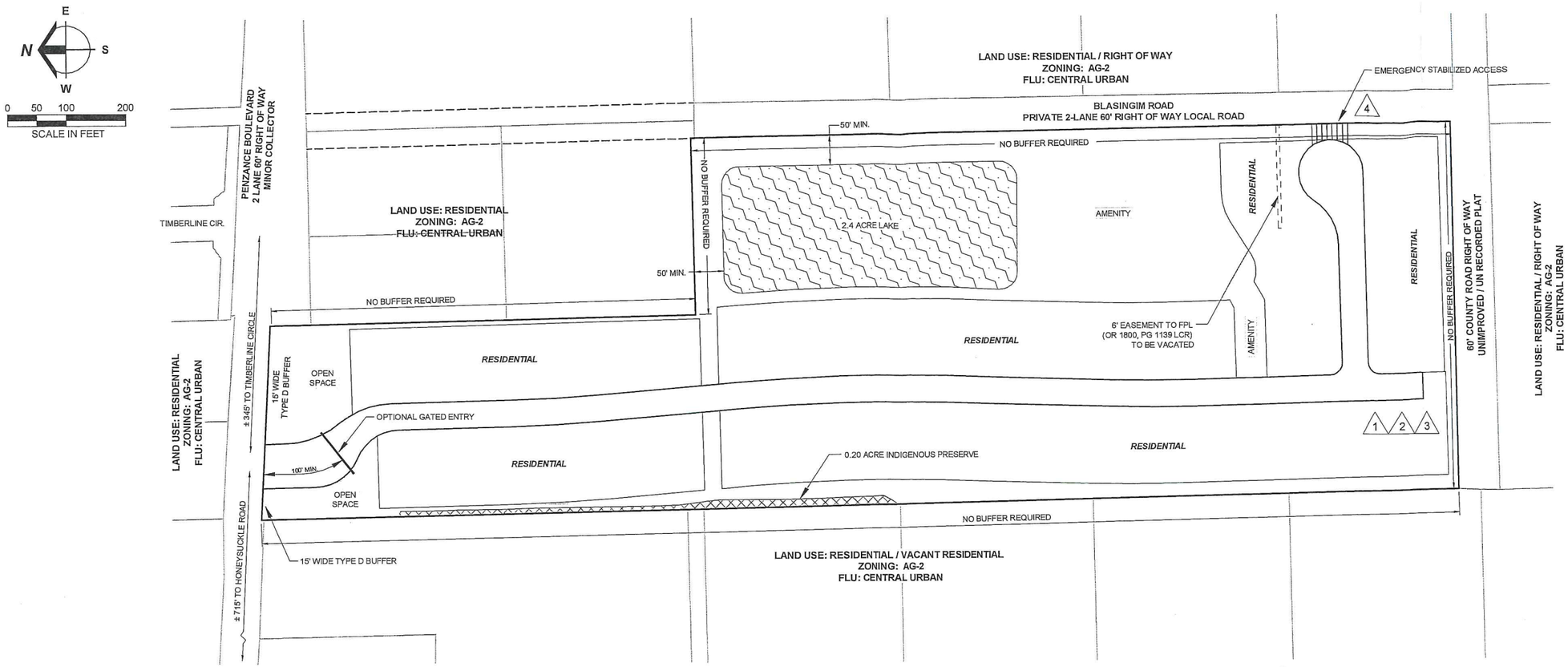
PLAN REVISIONS

PLAN STATUS

NOT FOR CONSTRUCTION

COVER SHEET AND LOCATION MAP

PROJECT / FILE NO.	SHEET NUMBER
23370	1



REQUIRED INDIGENOUS PRESERVE

9.60 @ 50% = 4.80 AC

PROVIDED INDIGENOUS PRESERVE

PROVIDED = 0.20 AC

REQUIRED OPEN SPACE

24.11 @ 40% = 9.60 AC

PROVIDED OPEN SPACE

PRESERVE	0.20 AC
LAKE 9.6 X 25%	2.4 AC
LAKE SLOPE	0.99 AC
AMENITY	2.27 AC
REAR YARD DRAINAGE & PERIMETER BERM	3.74 AC
TOTAL	9.60 AC

LEGEND

LAKE — OPEN SPACE

INDIGENOUS PRESERVE — DEVIATION REQUEST

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LOCATION	J:\23370\DWG\ZONING\
PLOT DATE	WED., 6-1-2016 - 10:23 AM
PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

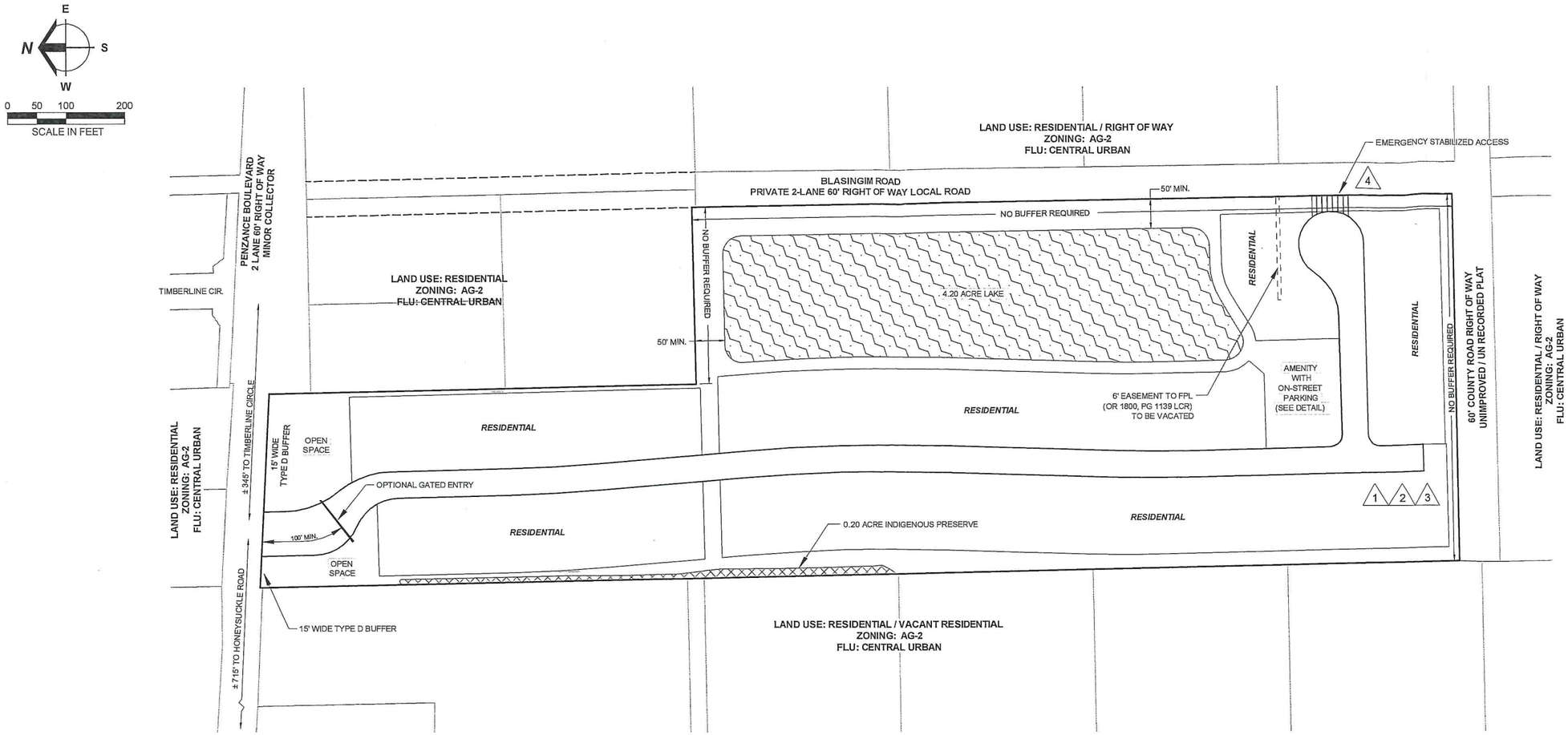
BASEPLAN = 23370-Z00.DWG

PLAN REVISIONS

PLAN STATUS

MASTER CONCEPT PLAN A

PROJECT / FILE NO.	SHEET NUMBER
23370	2



REQUIRED INDIGENOUS PRESERVE

9.60 @ 50% = 4.80 AC

PROVIDED INDIGENOUS PRESERVE

PROVIDED = 0.20 AC

REQUIRED OPEN SPACE

24.11 @ 40% = 9.60 AC

PROVIDED OPEN SPACE

PRESERVE		0.20 AC
LAKE	5	4.20 AC
LAKE SLOPE		0.99 AC
AMENITY		0.47 AC
REAR YARD DRAINAGE & PERIMETER BERM		3.74 AC
TOTAL		9.60 AC

LEGEND

LAKE
INDIGENOUS PRESERVE
OPEN SPACE
DEVIATION REQUEST (#)

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PLOT DATE	WED. 6-1-2016 - 10:23 AM
PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

BASEPLAN = 23370-Z00.DWG

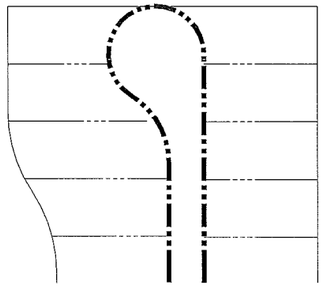
PLAN REVISIONS

PLAN STATUS

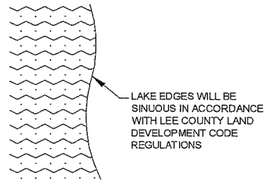
MASTER CONCEPT PLAN B

PROJECT / FILE NO.	SHEET NUMBER
23370	3

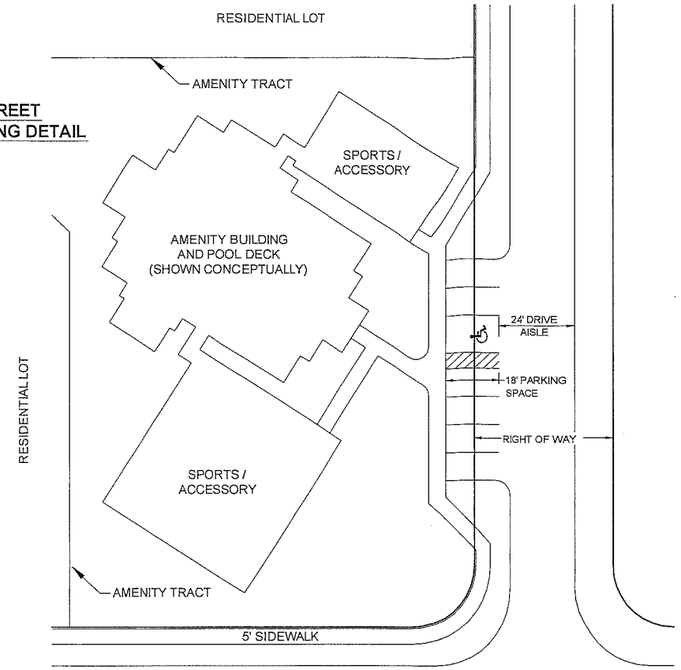
CUL-DE-SAC DESIGN DETAIL



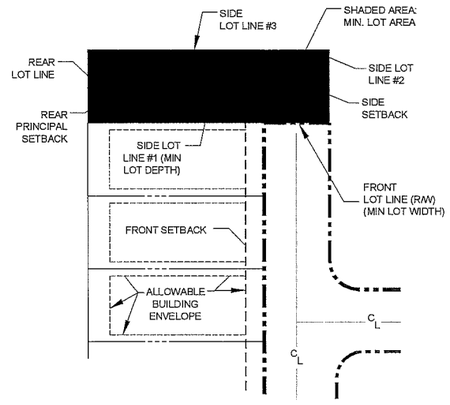
SINUOUS LAKE SHORELINE DETAIL



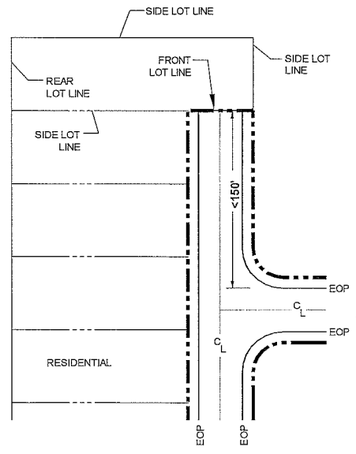
ON-STREET PARKING DETAIL



DEVIATION 3 LOT SIZE DETAIL



DEVIATION 1 RIGHT ANGLE SIDE LOT LINE
DEVIATION 2 DEAD-END DETAIL



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PROJECT DESCRIPTION

BLASINGIM ROAD RPD

LEE COUNTY, FLORIDA

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FILE NAME	23370-Z03.DWG
LOCATION	J:\23370\DWG\ZONING\
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PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

BASEPLAN = 23370-Z00.DWG

PLAN REVISIONS

PLAN STATUS

DETAILS AND DEVIATIONS

PROJECT / FILE NO.	SHEET NUMBER
23370	4

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Blasingim Road RPD
Residential Planned Development
Schedule of Uses

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Entrance Gates and Gatehouse
Essential Services
Essential Services Facilities, Group 1
Excavation, Water Retention
Fences, Walls
Home Occupation
Models:
- Model Display Center
- Model Display Group
- Model Homes
- Model Units (Maximum 10 model units)

Parking Lot:
- Accessory

Residential:
- Single Family, Two-family attached

Residential Accessory Uses and Structures
Sales:
- Real Estate Sales
- Real Estate Offices

Signs per LDC Chapters 30 and 33 and Deviation # 6
Temporary Sales Center
Temporary Construction Trailer

Recreational Facilities, Private-On-Site
- Accessory Uses and Structures Club (private)
- Community Gardens Clubhouse/Amenity Areas
- Administrative Offices
- Consumption on Premises
- Health Clubs or Spas, as part of the private club: volleyball, tennis, pickleball, bocce courts, swimming pool, piers, playground, fire pit.

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Blasingim Road RPD
Residential Planned Development
Property Development Regulations

	SINGLE FAMILY	TWO-FAMILY ATTACHED
Minimum lot Width:	40'	30'
Minimum lot Depth:	125'	125'
Minimum lot Area:	5000 sf	3750 sf
Max. Building Height:	35'	35'
Maximum lot Coverage	60%	60%
Minimum Setbacks:		
Front (right of way)	20'	20'
Side Yard	5'	5'/0' (**)
Rear Yard (principal)	10'	10'
Rear Yard (accessory)	5'	5'
Preserve (principal)	20'	20'
Preserve (accessory)	15'	15'

NOTE:

* Setback shall be reduced to 15-feet for side entry garages.

** 0-foot setback to apply to internal lot line.

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Blasingim Road RPD
Residential Planned Development
Schedule of Deviations

1) **Deviation from LDC Section 10-254, which requires side lot lines be, as nearly as practical, at right angles to straight street lines and radial to curve street lines, to allow the lot design shown on the Master Concept Plan in those areas where Deviation 1 is applied.**

Justification: This deviation request applies to the last lot at the terminal end of small dead end roadways where no cul de sac exists. This last lot is a continuation of a string of lots which are parallel to one another. The lot in question, and side lot lines of the string of lots, is perpendicular to the road as the LDC requires. The road right of way ends at the first side lot line of the terminal lot. This design provides adequate access to the last lot where a private drive will continue on the same trajectory as the road. The continued roadway is not needed to serve additional units further down the road so there is no public harm and a benefit is created because it allows the homeowner to utilize and maintain the land for private benefit.

This design creates a different, but adequate lot configuration that has been used in other recent Lee County Developments. The front lot line becomes the termination of the right of way, at the width of the right of way. The first side lot line runs parallel with the string of lots along the road and connects to the end of the right of way. The other side lot line, and the purpose of this deviation request, is an extension of the right of way on the far side of the road. This side lot line, as an extension of the right of way, is parallel to the road and therefore does not meet the LDC requirement of being perpendicular to the road.

The intent of this LDC requirement is to provide a uniform lot pattern along roadways where adequate access is provided to all lots. This last lot and home will follow the pattern created by homes along the street and will have ample and reasonable access at the terminal end of the right of way.

As proposed, the lot described becomes a premium lot for the development. Homeowners are availed the opportunity to utilize land which would otherwise be dedicated unnecessarily to right of way. The proposed development plans shows one location where this request applies, which enhances the overall project appeal to a variety of prospective buyers.

According to the Florida Fire Prevention Code, Chapter 18.2.3.4.4 regarding dead-ends, only dead-end access roads in excess of 150 feet in length are required to provide approved provisions for fire apparatus to turnaround. In all instances of this request the dead end roadways are less than 150' and as such, the proposed deviation will not create a detriment to the public health, safety, or welfare.

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2) **Deviation from LDC Section 10-296(p)(1) to eliminate the requirement that a dead-end street be closed at one end by a circular turnaround, to allow an alternative turnaround.**

Justification: This deviation request that has been used in other recent Lee County Developments applies to one location on the site plan. The right of way area for the proposed dead end is approximately 8300 square feet smaller than a cul de sac would be in the same situation. The proposed design can be more effectively and efficiently used to enhance the overall development such as project amenities, landscaping, open space and water management lakes which would otherwise be encumbered by a road right of way and only service a few residences.

According to the Florida Fire Prevention Code, Chapter 18.2.3.4.4 regarding dead-ends, only dead-end access roads in excess of 150 feet in length are required to provide approved provisions for fire apparatus to turnaround. In all instances of this request the dead end roadways are less than 150'.

Typically fire trucks pull to a fire hydrant and service the emergency by foot. As a condition of this deviation request, the applicant agrees to prohibit fire hydrants on the dead end streets. By locating fire hydrants only on the main streets the fire trucks will stop at the hydrant and not enter the dead end.

By limiting all dead end streets to a maximum of 150' and prohibiting fire hydrants on the dead ends the proposed deviation will not create a detriment to the public health, safety, or welfare.

3) **Deviation from LDC Section 10-703 to allow lot size to be measured as indicated on the Master Concept Plan.**

Justification: This deviation request that has been used in other recent Lee County developments applies to the last lot at the terminal end of small dead end roadways where no cul de sac exists. This last lot is a continuation of a string of lots which are consistent in width and depth which allow for the same line-up of model units to be constructed.

The road right of way ends at the first side lot line of the terminal lot. This design provides adequate access to the last lot where the private drive will continue on the same trajectory as the road. Since continued roadway is not necessary to serve units in this area it allows the homeowner to obtain this land for private benefit.

This design creates an unusual lot configuration consisting of three side lot lines. The front lot line becomes the termination of the right of way, at the width of the right of way. As detailed on page 3 of the MCP, line #1 runs parallel with the string of lots along the road and connects to the end of the right of way. The lot line #2 is an extension of the right of way on the far side of the road. This second side lot line, while technically defined as a side lot line, is the length of the lot width typical throughout the development. Lot line #3 is 90 degrees to side lot line two. Lot line three is the length of lot line one plus the width of the right of way. Using the

criteria for measuring lot depth as illustrated in LDC Section 10-703, side lot line #2 would cause this end lot to fail to meet minimum lot depth. To assist in future compliance review and to clarify this request additional notes have been added to Deviation 3 detail on the plans.

As proposed, the lot described becomes a premium lot for the development. Homeowners are availed the opportunity to utilize land which would otherwise be dedicated right of way for unique driveway entries and private uses such as small recreational areas or enhanced landscape features. The proposed development plans show three locations where this request applies, which enhance the overall project appeal to a variety of prospective buyers. The lot and home in question will be a continuation of the lot pattern throughout the development and as such will not create a detriment to the public interest.

4) **Deviation from LDC Section 10-291(3) which requires developments of more than five acres to provide more than one means of ingress or egress to allow one primary access and one emergency stabilized access.**

Justification: This deviation request is to provide a single main access on Penzance Boulevard and an emergency stabilized access on Blasingim Road.

Providing an access onto Penzance Boulevard allows the applicant the opportunity to landscape along Penzance Boulevard and direct residents to a single entrance with project themed branding.

To ensure the public safety, health and welfare, a second emergency stabilized access is proposed at the southeast corner of the site onto Blasingim Road. In addition, the wide boulevard divided entry with two lanes in and two lanes out will allow two-way traffic on either side of the boulevard in the event that one side is blocked.

5) **Deviation from LDC Section 10-415(d)(2)c. which allows up to 25% of the required open space to be provided through water management lakes to allow 100% of the proposed lake to count towards open space requirements**

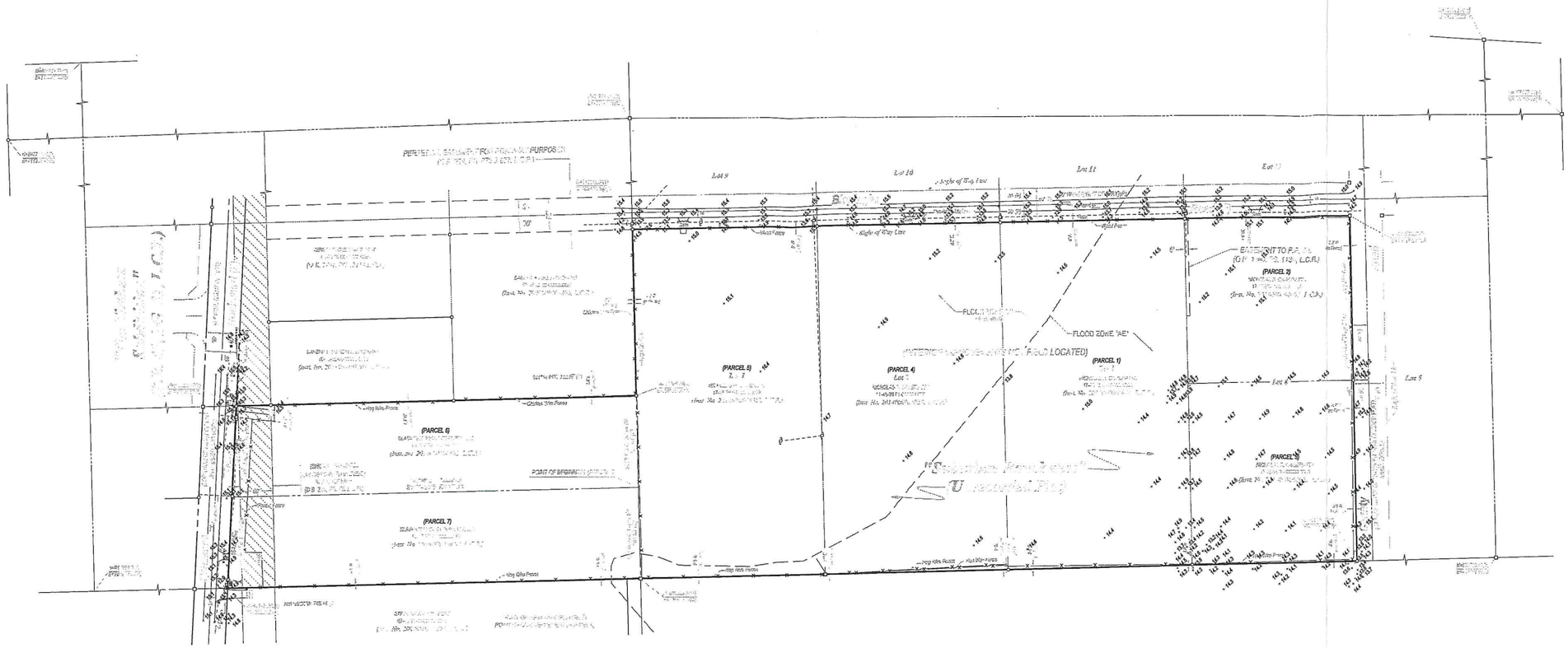
Justification: This deviation request applies only to Master Concept Plan B where the lake has been enlarged. Increasing the lake size creates many positive features which benefit the proposed development as well as the surrounding area.

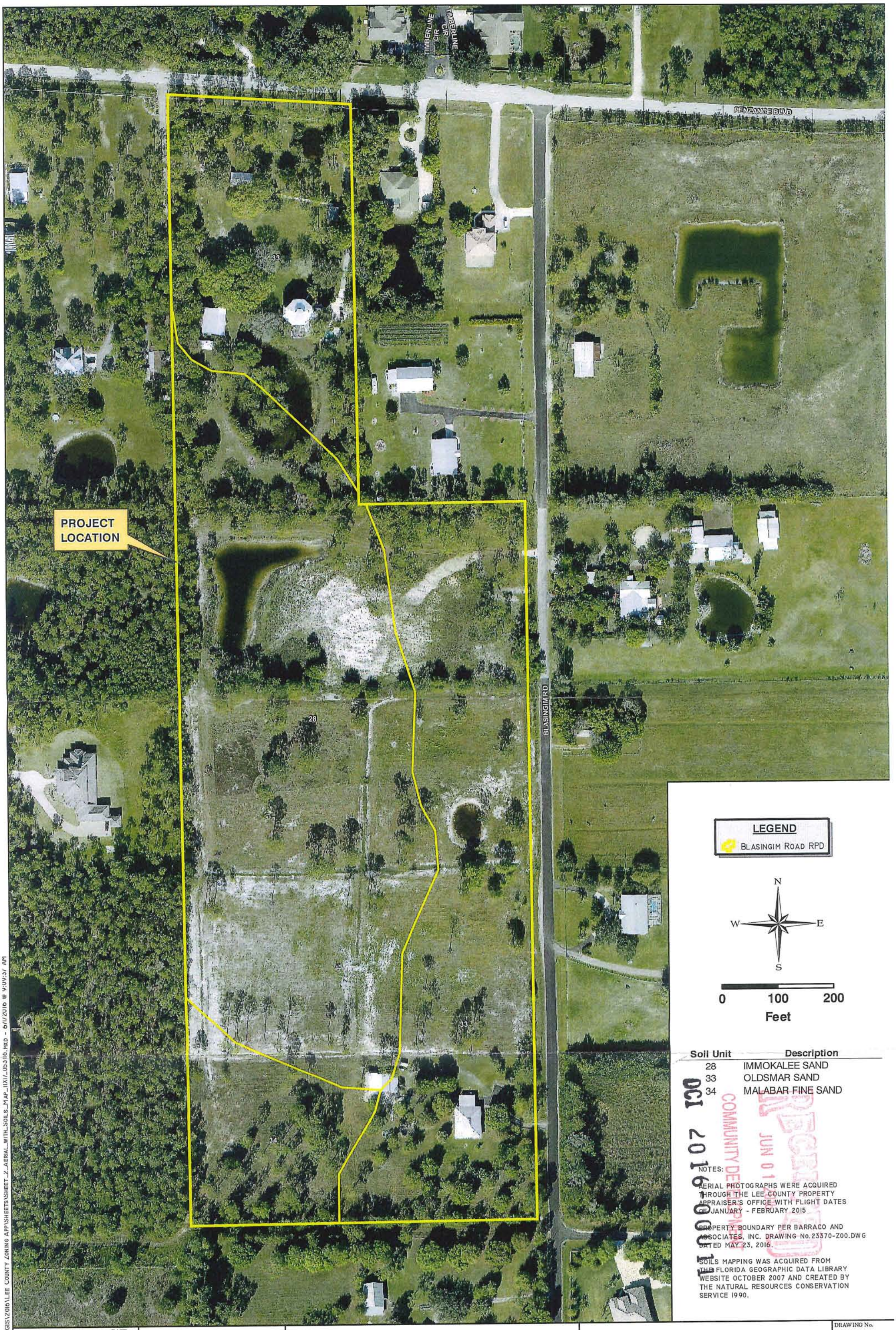
First, this larger lake creates more onsite excavation material. This will lessen the need for inhaul material which will in turn create less construction traffic in this residential area and less wear and tear on County roads.

Secondly, the expanded lake along Blasingim Road will create more separation and an additional buffer between the proposed development and existing single family estate lots on the east side of Blasingim Road. The expanded lake on Concept Plan B creates an aesthetic enhancement for drivers along Blasingim Road and neighboring residential lots

with 840 linear feet of lake frontage. The lots within the proposed development will also benefit through more and longer lake views.

Lastly and most important, an enlarged lake with more linear feet of shoreline will require more littoral plantings. Concept Plan B has 153% more shoreline than Concept Plan A which will provide better water quality and more nutrient removal. Additionally, the existing drainage in the area flows from east to west and conveys through a ditch on the north side of Camden Square (south of Penzance Boulevard). Creating a modern water management system with an enlarged lake allows the site to store additional stormwater during rain events and will decrease the discharge rate into the ditch below current conditions which will be a significant benefit to existing down stream properties.


PERPETUAL EASEMENT FOR INGRESS AND EGRESS PURPOSES
(O.R. 1551, PG. 1, L.C.R.)
Lot 9
Lot 10
Lot 11
Lot 12
Angle of Way Line
Right of Way Line
Edge of Water
Edge of Water
EASEMENT TO F.P.L. CO.
(O.R. 1551, PG. 2, L.C.R.)
(PARCEL 2)
FLOOD ZONE "AE"
(PARCEL 1)
(PARCEL 3)
(PARCEL 4)
Lot 1
(PARCEL 5)
Lot 2
Lot 3
Lot 4
Lot 5
(PARCEL 6)
(PARCEL 7)
POINT OF BEGINNING
Cleared Site Fence
Hog Wire Fence
Hog Wire Fence
Hog Wire



Soil Unit	Description
28	IMMOKALEE SAND
33	OLDSMAR SAND
34	MALABAR FINE SAND

NOTES:

AERIAL PHOTOGRAPHS WERE ACQUIRED THROUGH THE LEE COUNTY PROPERTY APPRAISER'S OFFICE WITH FLIGHT DATES OF JANUARY - FEBRUARY 2015

PROPERTY BOUNDARY PER BARRACO AND ASSOCIATES, INC. DRAWING No.23370-Z00.DWG DATED MAY 23, 2016.

SOILS MAPPING WAS ACQUIRED FROM THE FLORIDA GEOGRAPHIC DATA LIBRARY WEBSITE OCTOBER 2007 AND CREATED BY THE NATURAL RESOURCES CONSERVATION SERVICE 1990.

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DRAWN BY	DATE
T.S.	5/24/16
REVIEWED BY	DATE
L.E.	5/24/16
REVISED	DATE
T.S.	5/31/16

13620 Metropolis Avenue
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Fax (239) 274-0069

PASSARELLA & ASSOCIATES INC
Consulting Ecologists

BLASINGIM ROAD RPD
AERIAL WITH SOILS MAP

DRAWING No. 15CCL2339

SHEET No. SHEET 2

J:\2015\15CCL2339\GIS\2016\LEE COUNTY ZONING APP\SHEETS\SHEET_2_AERIAL_WITH_SOILS_MAP_11X17_053116.MXD - 6/1/2016 @ 9:09:37 AM

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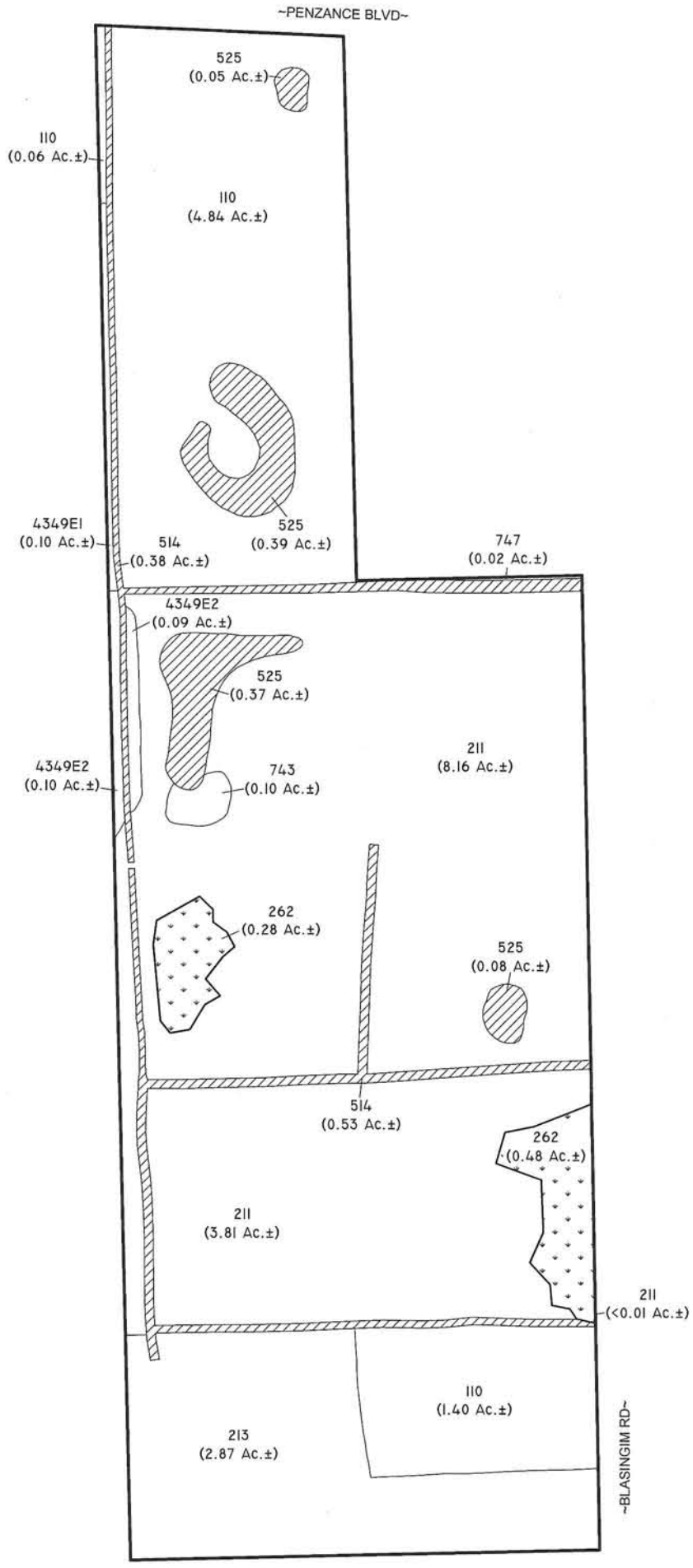
SCALE: 1" = 200'



LEGEND:

- SFWMD WETLANDS (0.76 Ac.±)
- SFWMD "OTHER SURFACE WATERS" (1.80 Ac.±)
- SURVEYED WETLAND LINE

FLUCFCS CODES	DESCRIPTIONS	ACREAGE	% OF TOTAL
110	RESIDENTIAL, LOW DENSITY	6.30 Ac.±	26.1%
211	IMPROVED PASTURE	11.97 Ac.±	49.6%
213	WOODLAND PASTURE	2.87 Ac.±	11.9%
262	LOW PASTURE	0.76 Ac.±	3.2%
4349 E1	HARDWOOD/CONIFER MIXED, DISTURBED (0-24% EXOTICS)	0.10 Ac.±	0.4%
4349 E2	HARDWOOD/CONIFER MIXED, DISTURBED (25-49% EXOTICS)	0.19 Ac.±	0.8%
514	DITCH	0.91 Ac.±	3.8%
525	CATTLE POND	0.89 Ac.±	3.7%
743	SPOIL AREAS	0.10 Ac.±	0.4%
747	BERM	0.02 Ac.±	0.1%
	TOTAL	**24.11 Ac.±**	**100.0%**

NOTES:

PROPERTY BOUNDARY PER BARRACO AND ASSOCIATES, INC. DRAWING No.23370-Z00.DWG DATED MAY 23, 2016.

SURVEYED WETLAND LINES PER BARRACO AND ASSOCIATES, INC. DRAWING No. 23370S00_2016-3-10.DWG DATED MARCH 11, 2016.

FLUCFCS LINES ESTIMATED FROM 1"=100' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

UPLAND/WETLAND LIMITS HAVE NOT BEEN REVIEWED BY ANY REGULATORY AGENCY AND ARE SUBJECT TO CHANGE.

DRAWN BY	DATE
T.S.	7/15/15
REVIEWED BY	DATE
S.J.	7/15/15
REVISED	DATE
W.C.,T.S.	5/31/16

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PASSARELLA & ASSOCIATES INC
Consulting Ecologists

BLASINGIM ROAD RPD

SFWMD FLUCFCS AND WETLANDS MAP

DRAWING No. 15CCL2339

SHEET No. SHEET 1

J:\2015\15ccl2339\2016\Lee County Zoning Apl\Sheet 1 SFWMD FLUCFCS and Wetlands Map 5-31-16.dwg Tab: 11x17-H Jun 01, 2016 - 8:54am Plotted by: Thones

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Surface Water Management Plan

A. Run-off characteristics of the property in its existing state.

Existing rainfall runoff sheet flows to miscellaneous onsite swales and is conveyed to the existing conveyance which bisects the subject parcel east to west where it is eventually discharged to the Ten Mile Canal.

B. In general terms, the drainage concept proposed, including the outfall to canals or natural water bodies, including how drainage flow from adjacent properties will be maintained.

Storm water runoff will be directed via storm pipe to an onsite lake, which will provide treatment and attenuation for the system prior to discharge. The control structure for the project will discharge into an existing ditch, which bisects the property east to west. The existing ditch conveys drainage westerly across the subject parcel from adjacent properties to the east. Conveyance from properties to the east will be maintained and passed through the subject parcel's conveyance ditch. The stormwater discharged from the control structure and the conveyance pass-through from the adjacent parcels will be conveyed west via the existing drainage conveyance to the ultimate discharge point of the Ten Mile Canal.

C. The retention features (including existing natural features) that will be incorporated into the drainage system and legal mechanisms, which will guarantee their maintenance.

Water quality for the system will be provided through a wet detention lake. The outfall from this system into the existing swale, which bisects the property, will be regulated by a control structure. The control structure will provide water quality and quantity attenuation. The onsite surface water management system will be maintained in perpetuity by a Community Development District or Property Owner's Association.

D. How will existing natural features be preserved? Include an estimate of the ranges of the existing post development water table elevations, where appropriate.

Per ERP #36-02878-S-02 an existing surface water management system located northeast of the subject parcel has a Control Elevation (CE) permitted at 14.3' NAVD88. Per ERP #36-067-14-P another existing surface water management system located southwest of the subject parcel has a CE permitted at 13.9' NAVD88. The subject parcel is located approximately equidistance between these two existing surface water management systems. The CE is estimated to be at

14.1' NAVD88.

E. If the property is subject to seasonal inundation or is subject to inundation by extreme swollen, by the rains of a 100-year storm event, indicate the measures that will be taken to mitigate the affects of expected flooding.

Measures that will be taken to mitigate the effects of potential flooding by rains of a 100-year storm event include the design and construction of finished floors of buildings at or above the maximum 100-year storm stage or the FEMA flood elevation, whichever is higher. Review and approval by South Florida Water Management District will be required.

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DCI 2016-00011

BLASINGIM ROAD RPD
LEE COUNTY PROTECTED SPECIES SURVEY REPORT

May 2016

Prepared For:

Blasingim Road Property, LLC
4954 Royal Gulf Circle
Fort Myers, Florida 33966
(239) 425-8662

Prepared By:

Passarella & Associates, Inc.
13620 Metropolis Avenue, Suite 200
Fort Myers, Florida 33912
(239) 274-0067

Project No. 15CCL2339

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Appendix A. Aerial with FLUCFCS, Survey Transects, and Species Locations Map A-1

INTRODUCTION

Passarella & Associates, Inc. (PAI) conducted a protected species survey on the Blasingim Road Parcel (Project) on July 7, 2015. The survey was subsequently updated on February 22, 2016. The survey was conducted to meet the Lee County Land Development Code (LDC) Chapter 10, Article III, Division 8 (Protection of Habitat) Standards.

The Project totals 24.11± acres and is located in Sections 8 and 17, Township 45 South, Range 25 East, Lee County (Figure 1). The site is located on the south side of Penzance Boulevard and on the west side of Blasingim Road. The Project is bordered by low-density, single-family residential development and Penzance Boulevard to the north; Blasingim Road to the east; and low-density, single-family residential development to the west and south (Appendix A).

The property currently has two residences with the remaining area consisting primarily of pasture. Improved pasture occupies of 11.97± acres; woodland pasture occupies of 2.87± acres; and residential, low-density occupies of 6.30± acres, together comprising approximately 87.6 percent of the total Project area. The remaining 2.97± acres (approximately 12.4 percent) consists of low pasture; hardwood/conifer mixed, disturbed (0-49% Exotics); ditch; cattle pond; spoil areas; and berm (see Appendix A and Table 1, below).

LAND USES AND VEGETATION ASSOCIATIONS

The vegetation mapping for the Project was conducted using January through February 2015 Lee County rectified aerials (Scale: 1" = 100'). Groundtruthing to map the vegetative communities was initially conducted on July 7, 2015 and updated on February 22, 2016 utilizing the Florida Land Use, Cover and Forms Classification System (FLUCFCS) Levels III and IV (Florida Department of Transportation 1999). Level IV FLUCFCS was utilized to denote hydrological conditions and disturbance. To identify levels of exotic infestation (i.e., earleaf acacia (*Acacia auriculiformis*) and Brazilian pepper (*Schinus terebinthifolius*)), "E" codes were used. AutoCAD Map 3D 2015 software was used to determine the acreage of each mapping area, produce summaries, and generate the FLUCFCS map (Appendix A). A total of ten vegetative associations and land uses (i.e., FLUCFCS codes) were identified on the property. Table 1 provides the breakdown of each FLUCFCS code by acreage, while a description of each classification follows.

Table 1. Existing Land Use and Cover Summary

FLUCFCS Code	Description	Acreage	Percent of Total
110	Residential, Low-Density	6.30	26.1
211	Improved Pasture	11.97	49.6
213	Woodland Pasture	2.87	11.9
262	Low Pasture	0.76	3.2
4349 E1	Hardwood/Conifer Mixed, Disturbed (0-24% Exotics)	0.10	0.4
4349 E2	Hardwood/Conifer Mixed, Disturbed (25-49% Exotics)	0.19	0.8
514	Ditch	0.91	3.8

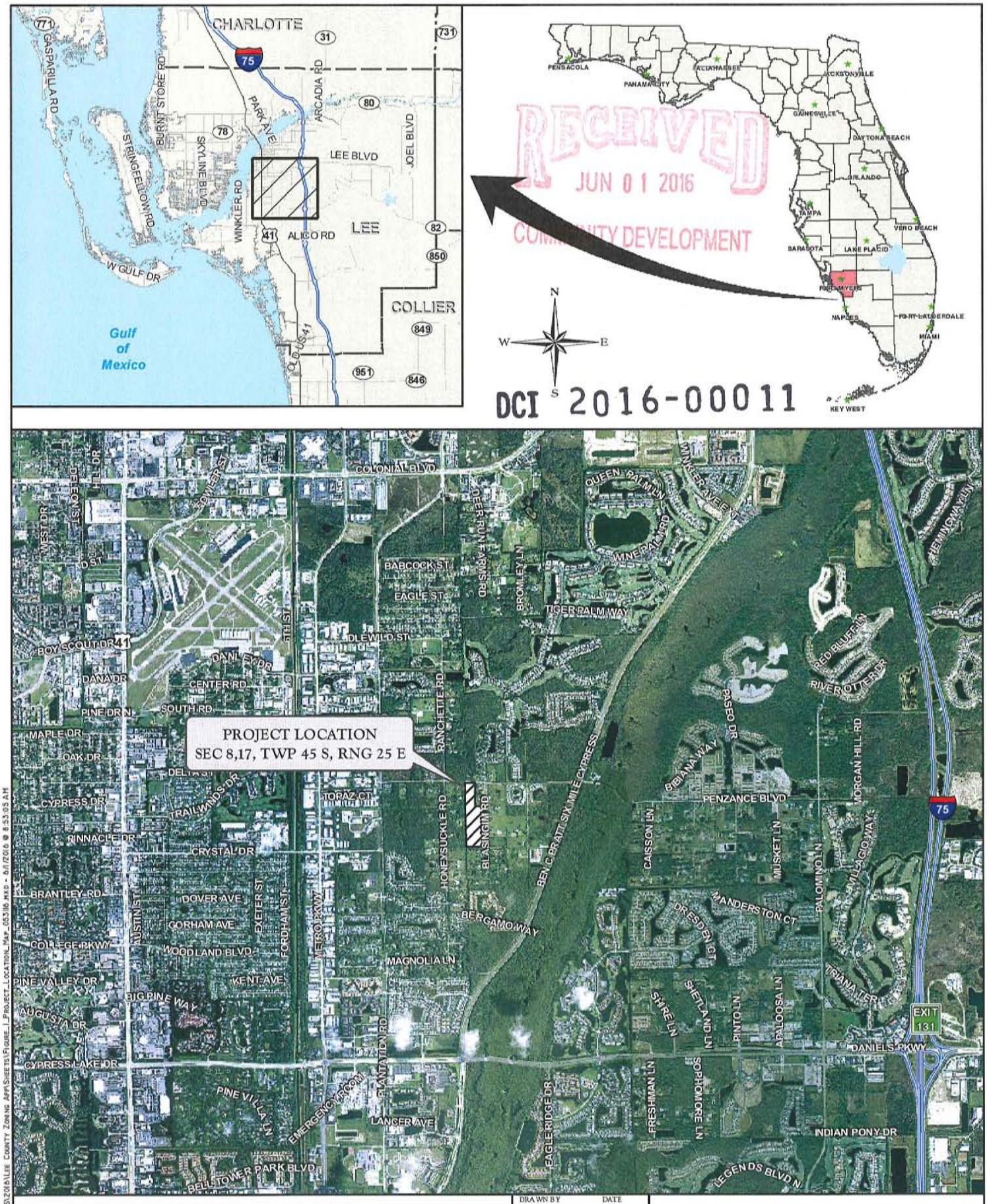


FIGURE 1. PROJECT LOCATION MAP
BLASINGIM ROAD RPD

DRAWN BY	DATE
T.S.	5/31/16
REVIEWED BY	DATE
S.J.	5/31/16
REVISED	DATE

PASSARELLA & ASSOCIATES INC.
Consulting Engineers

J:\2015\15cc2339\GIS\2016\LEE County Zoning AppSheets\Figure_1_Project_Location_Map_053116.mxd - 6/1/2016 @ 8:53:05 AM

Table 1. (Continued)

FLUCFCS Code	Description	Acreage	Percent of Total
525	Cattle Pond	0.89	3.7
743	Spoil Areas	0.10	0.4
747	Berm	0.02	0.1
Total		**24.11**	**100.0**

Residential, Low-Density (FLUCFCS Code 110)
This land use includes single family homes.

Improved Pasture (FLUCFCS Code 211)
The canopy stratum of this vegetative community contains scattered slash pine (*Pinus elliottii*), earleaf acacia, and laurel oak (*Quercus laurifolia*). The sub-canopy contains scattered Brazilian pepper and cabbage palm (*Sabal palmetto*). The ground cover contains bahiagrass (*Paspalum notatum*), dog fennel (*Eupatorium capillifolium*), common ragweed (*Ambrosia artemisiifolia*), caesarweed (*Urena lobata*), Mexican clover (*Richardia grandiflora*), smutgrass (*Sporobolus indicus*), and scattered swamp flatsedge (*Cyperus ligularis*).

Woodland Pasture (FLUCFCS Code 213)
The canopy stratum of this vegetative community contains scattered slash pine, earleaf acacia, java plum (*Syzygium cumini*), and laurel oak. The sub-canopy contains slash pine, earleaf acacia, and Brazilian pepper. The ground cover contains bahiagrass, dog fennel, common ragweed, smutgrass, and knotroot foxtail (*Setaria parviflora*).

Low Pasture (FLUCFCS Code 262)
The canopy and sub-canopy of this vegetative community is open. The ground cover contains earleaf acacia, swamp flatsedge, dog fennel, grassy arrowhead, little blue maidencane (*Amphicarpum muhlenbergianum*), rosy camphorweed (*Pluchea rosea*), Asiatic pennywort (*Centella asiatica*), frog-fruit (*Phyla nodiflora*), and starrush whitetop (*Rhynchospora colorata*).

Hardwood/Conifer Mixed, Disturbed (0-24% Exotics) (FLUCFCS Code 4349 E1)
The canopy of this vegetative community consists of slash pine, laurel oak, earleaf acacia, and java plum. The sub-canopy contains earleaf acacia, laurel oak, java plum, wax myrtle (*Myrica cerifera*), and coco plum (*Chrysobalanus icaco*). The ground cover consists of shrubby false buttonweed (*Spermacoce verticillata*), American beautyberry (*Callicarpa americana*), earleaf greenbrier (*Smilax auriculata*), muscadine grape (*Vitis rotundifolia*), and swamp fern (*Blechnum serrulatum*).

Hardwood/Conifer Mixed, Disturbed (25-49% Exotics) (FLUCFCS Code 4349 E2)
The vegetation composition in this habitat type is similar to FLUCFCS Code 4349 E1, except with higher concentrations of earleaf acacia.

Ditch (FLUCFCS Code 514)
The canopy of this land use is open. The sub-canopy contains scattered Brazilian pepper and Peruvian primrose willow (*Ludwigia peruviana*). The ground cover is sparse and consists of

swamp flatsedge, Peruvian primrose willow, paragrass (*Urochloa mutica*), and yellow nutgrass (*Cyperus esculentus*).

Cattle Pond (FLUCFCS Code 525)
The canopy of this land use is open. The sub-canopy consists of bald cypess (*Taxodium distichum*) and wax myrtle along the edges. The ground cover is primarily open with torpedograss (*Panicum repens*), yellow nutgrass, Asiatic pennywort, grassy arrowhead (*Sagittaria graminea*), and cattail (*Typha* sp.) along the edges.

Spoil Area (FLUCFCS Code 743)
The canopy stratum of this land use contains laurel oak and java plum. The sub-canopy contains scattered Brazilian pepper. The ground cover contains dog fennel, common ragweed, swamp flatsedge, air potato (*Dioscorea bulbifera*), beggar-ticks (*Bidens alba*), and broomsedge (*Andropogon virginicus*).

Berm (FLUCFCS Code 747)
The canopy stratum of this land use contains slash pine and laurel oak. The sub-canopy includes wax myrtle and laurel oak. The ground cover contains creeping oxeye (*Wedelia trilobata*), earleaf acacia, shrubby false buttonweed, bahiagrass, and witchgrass (*Dichanthelium* sp.).

METHODOLOGY AND DISCUSSION

Surveys for Lee County protected species are based on the presence of specific vegetation associations and habitat types as outlined in the LDC. The frequency of transects performed in these habitats was designed to meet the 80 percent minimum coverage requirement. Cursory surveys were also conducted in those habitats not technically required to be surveyed per the LDC. However, based on past experience and conversations with Lee County Division of Environmental Sciences (DES) staff, these areas were reviewed for certain protected species as a precautionary measure. Table 2 outlines those protected species that may inhabit or utilize particular vegetative associations and land uses.

Table 2. Potential Lee County Protected Species by Habitat Type

FLUCFCS Code	Description	Potential Protected Species
110	Residential, Low-Density	N/A*
211	Improved Pasture	Florida Sandhill Crane (*Grus canadensis pratensis*)[1]
		Florida Panther (*Puma concolor coryi*)[2]
		Burrowing Owl (*Athene cunicularia floridana*)*
213	Woodland Pasture	N/A*

Table 2. (Continued)

FLUCFCS Code	Description	Potential Protected Species
262	Low Pasture	Little Blue Heron (*Egretta caerulea*)*
		Snowy Egret (*Egretta thula*)*
		Tri-Colored Heron (*Egretta tricolor*)*
		Florida Sandhill Crane (*Grus canadensis pratensis*)*
		Roseate Spoonbill (*Ajaia ajaja*)*
4349 E1, 4349 E2	Hardwood/Conifer Mixed, Disturbed (0-49% Exotics)	Florida Panther (*Puma concolor coryi*)
514	Ditch	American Alligator (*Alligator mississippiensis*)
		Roseate Spoonbill (*Ajaia ajaja*)
		Limpkin (*Aramus guarauna*)
		Little Blue Heron (*Egretta caerulea*)
		Reddish Egret (*Egretta rufescens*)
		Snowy Egret (*Egretta thula*)
		Tri-Colored Heron (*Egretta tricolor*)
		Wood Stork (*Mycteria americana*)*
525	Cattle Pond	American Alligator (*Alligator mississippiensis*)
		Roseate Spoonbill (*Ajaia ajaja*)
		Limpkin (*Aramus guarauna*)
		Little Blue Heron (*Egretta caerulea*)
		Reddish Egret (*Egretta rufescens*)
		Snowy Egret (*Egretta thula*)
		Tri-Colored Heron (*Egretta tricolor*)
		Wood Stork (*Mycteria americana*)*
		Snail Kite (*Rostrhamus sociabilis*)
		Everglades Mink (*Mustela vison evergladensis*)
743	Spoil Area	Gopher Tortoise (*Gopherus polyphemus*)
747	Berm	N/A*

[1]Only when associated with vegetated non-forested wetlands.
[2]Only when associated with large adjacent woodlands.
*Habitat surveyed for the species noted, although not required per the LDC.
N/A = Not Applicable

The protected species survey was conducted by PAI on July 7, 2015 and February 22, 2016. The survey was conducted by qualified ecologists walking meandering transects through suitable habitats. At regular intervals the ecologists stopped, remained quiet, and listened for wildlife vocalizations. Transects were conducted in a north/south and east/west orientation with spacing of approximately 100 feet or less. The July 7, 2015 survey was conducted between 12:00 p.m.

and 2:15 p.m. and the weather was clear and calm with temperatures in the mid-80s to low 90s. The February 22, 2016 survey was conducted between 2:30 p.m. and 4:30 p.m. and the weather was mostly clear with temperatures in the high 70s and 5 to 10 miles per hour southwest winds.

Visibility in the surveyed habitats varied due to the density of vegetation. A summary of the limits of visibility, number, length of transects walked, and percent of coverage by habitat type is provided in Table 3.

Table 3. Summary of Habitat Coverage

FLUCFCS Code	Description	Total Area (Acres)	Transect Length (Feet)	Average Visibility (Feet)[1]	Percent Coverage
110*	Residential, Low-Density	6.30	2,744	45	90
211	Improved Pasture	11.97	5,214	45	90
213*	Woodland Pasture	2.87	1,250	45	90
262*	Low Pasture	0.76	331	45	90
4349 E1	Hardwood/Conifer Mixed, Disturbed (0-24% Exotics)	0.10	45	45	90
4349 E2	Hardwood/Conifer Mixed, Disturbed (25-49% Exotics)	0.19	83	45	90
514	Ditch	0.91	396	45	90
525	Cattle Pond	0.89	388	45	90
743	Spoil Area	0.10	44	45	90
747*	Berm	0.02	9	45	90

[1]Average visibility to one side of transect.
*Habitat surveyed as a precautionary measure, although not required per the LDC.

SURVEY RESULTS

One Lee County protected species was documented during the surveys, the little blue heron (*Egretta caerulea*). The little blue heron is listed as a species of special concern by the Florida Fish and Wildlife Conservation Commission (FWCC). Although not listed as a protected species by Lee County, one white ibis (*Eudocimus albus*) and seven cardinal airplants (*Tillandsia fasciculata*) were observed within the Project site during the surveys. The white ibis is listed as a species of special concern by the FWCC. The cardinal airplant is listed as endangered by the Florida Department of Agriculture and Consumer Services. A 2015 aerial photograph with the species locations and survey transects is provided as Appendix A.

ABUNDANCE OF PROTECTED SPECIES OBSERVED

Density calculations are provided for Lee County protected species documented within each habitat type. Separate calculations will be provided if more than one of the same protected species is observed within different habitat types. Please note that density estimates for wildlife species will only be provided for Lee County protected species.

The Lee County protected species abundance calculations are provided in Table 4, while Table 5 summarizes the protected species survey findings.

Table 4. Lee County Protected Species Abundance Calculations

Protected Species Density:

$$= \{n/[L_1(W_1+W_2)]\}(43{,}560\ ft^2/ac.)$$

where n = Number of individuals observed
L_1 = Length of transect (feet)
W_1 = Distance of visibility to the right of transect (feet)
W_2 = Distance of visibility to the left of transect (feet)

Little Blue Heron

FLUCFCS Code 525

$= \{1 / [(388\ ft.)(45\ ft. + 45\ ft.)]\}(43{,}560)$
$= \{1 / 34{,}920\}(43{,}560)$
$= \{2.86 \times 10^{-5}\}(43{,}560)$
= 1.25 little blue heron/acre

Table 5. Lee County Protected Species Survey Summary

Protected Species	FLUCFCS Code/Area	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (per acre)
Reptiles					
American Alligator	514	90	0	X	N/A
	525	90	0	X	N/A
Gopher Tortoise	743	90	0	X	N/A
Burrowing Owl	211*	90	0	X	N/A
Birds					
Florida Sandhill Crane	211	90	0	X	N/A
	262*	90	0	X	N/A
Limpkin	514	90	0	X	N/A
	525	90	0	X	N/A

Table 5. (Continued)

Protected Species	FLUCFCS Code/Area	Percent Area Surveyed	Individuals Present	Individuals Absent	Density (per acre)
Birds (Continued)					
Little Blue Heron	262*	90	0	X	N/A
	514	90	0	X	N/A
	525	90	1	-	1.25
Reddish Egret	514	90	0	X	N/A
	525	90	0	X	N/A
Roseate Spoonbill	262*	90	0	X	N/A
	514	90	0	X	N/A
	525	90	0	X	N/A
Snail Kite	525	90	0	X	N/A
Snowy Egret	262*	90	0	X	N/A
	514	90	0	X	N/A
	525	90	0	X	N/A
Tri-Colored Heron	262*	90	0	X	N/A
	514	90	0	X	N/A
	525	90	0	X	N/A
Wood Stork	514	90	0	X	N/A
	525	90	0	X	N/A
Mammals					
Everglades Mink	514	90	0	X	N/A
	525	90	0	X	N/A
Florida Panther	211	90	0	X	N/A
	4349 E1, 4349 E2	90	0	X	N/A

*Habitat surveyed as a precautionary measure, although not required per the LDC.

MANAGEMENT PLAN

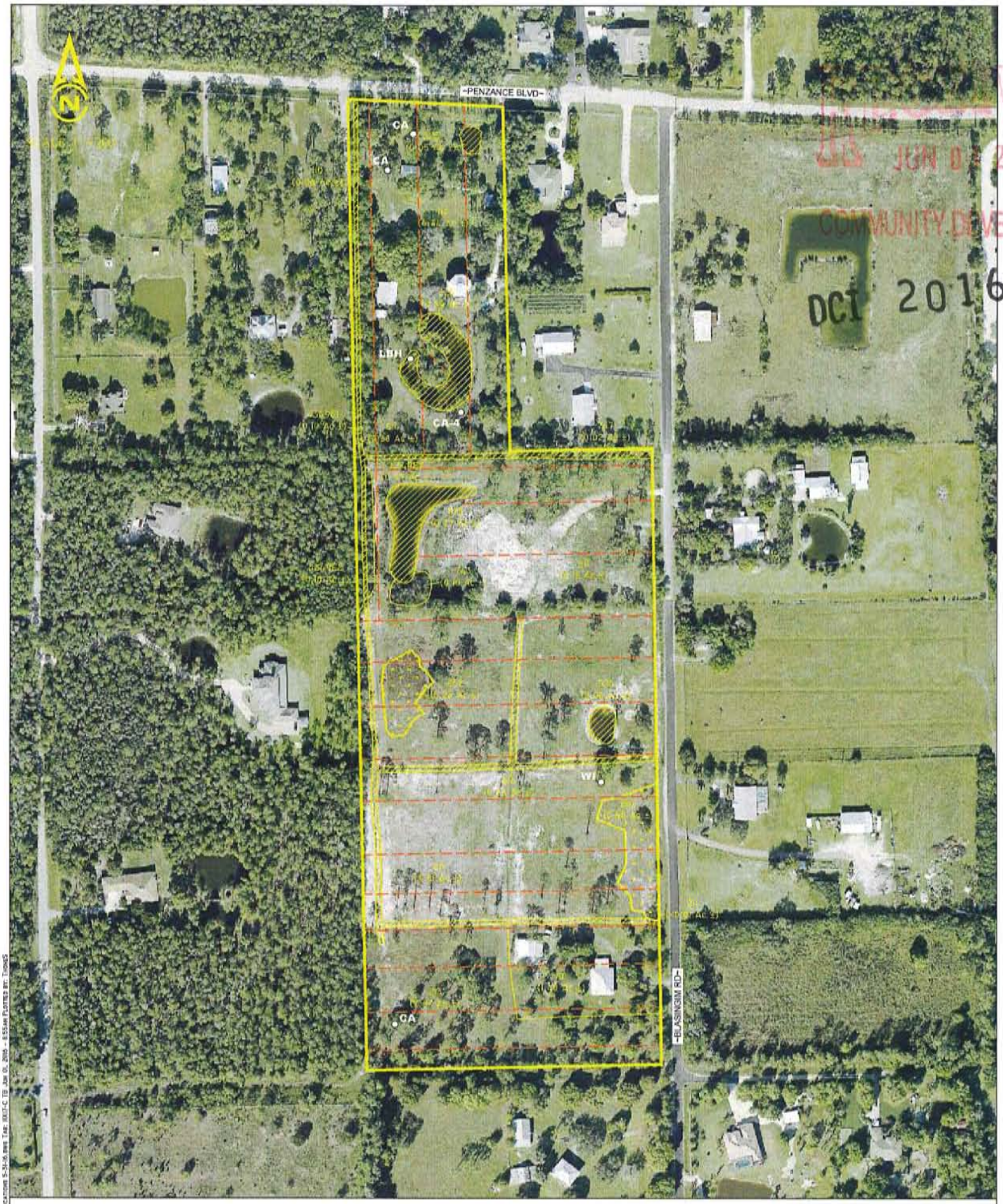
Prior to the issuance of a development order, a protected species management plan per LDC 10-474 will be prepared and submitted for review and approval by the DES for the protected species documented on the Project site.

REFERENCES

Florida Department of Transportation. 1999. Florida Land Use, Cover and Forms Classification System. Procedure No. 550-010-001-a. Third Edition.

APPENDIX A

AERIAL WITH FLUCFCS, SURVEY TRANSECTS, AND SPECIES LOCATIONS MAP



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LEGEND:

- SFWMD WETLANDS (0.76 Ac.±)
- SFWMD "OTHER SURFACE WATERS" (1.80 Ac.±)
- SURVEYED WETLAND LINE
- APPROXIMATE LOCATION OF WALKED TRANSECTS
- CA CARDINAL AIRPLANT
- LBH LITTLE BLUE HERON
- WI WHITE IBIS

FLUCFCS CODES	DESCRIPTIONS	ACREAGE	% OF TOTAL
110	RESIDENTIAL, LOW DENSITY	6.30 Ac.±	26.1%
211	IMPROVED PASTURE	11.97 Ac.±	49.6%
213	WOODLAND PASTURE	2.87 Ac.±	11.9%
252	LOW PASTURE	0.76 Ac.±	3.2%
4349 E1	HARDWOOD/CONIFER MIXED, DISTURBED (0-24% EXOTICS)	0.10 Ac.±	0.4%
4349 E2	HARDWOOD/CONIFER MIXED, DISTURBED (25-49% EXOTICS)	0.19 Ac.±	0.8%
514	DITCH	0.91 Ac.±	3.8%
525	CATTLE POND	0.89 Ac.±	3.7%
743	SPOIL AREAS	0.10 Ac.±	0.4%
747	BERM	0.02 Ac.±	0.1%
	TOTAL	24.11 Ac.±	100.0%

NOTES:

AERIAL PHOTOGRAPHS WERE ACQUIRED THROUGH THE LEE COUNTY PROPERTY APPRAISER'S OFFICE WITH FLIGHT DATES OF JANUARY - FEBRUARY 2015.

PROPERTY BOUNDARY PER BARRACO AND ASSOCIATES, INC. DRAWING No. 23370-Z00.DWG DATED MAY 23, 2016.

SURVEYED WETLAND LINES PER BARRACO AND ASSOCIATES, INC. DRAWING No. 23370S00_2016-3-10.DWG DATED MARCH 11, 2016.

FLUCFCS LINES ESTIMATED FROM 1"=100' AERIAL PHOTOGRAPHS AND LOCATIONS APPROXIMATED.

FLUCFCS PER FLORIDA LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM (FLUCFCS) (FDOT 1999).

UPLAND/WETLAND LIMITS HAVE NOT BEEN REVIEWED BY ANY REGULATORY AGENCY AND ARE SUBJECT TO CHANGE.

DRAWN BY	T.S.
DATE	7/15/15
REVIEWED BY	S.J.
DATE	7/15/15
REVISED	W.C.,T.S.
DATE	5/31/16

13620 Metropolis Avenue
Suite 200
Fort Myers, Florida 33912
Phone (239) 274-0067
Fax (239) 274-0069

PASSARELLA & ASSOCIATES, INC.

BLASINGIM ROAD RPD

AERIAL WITH FLUCFCS, SURVEY TRANSECTS, AND SPECIES LOCATIONS MAP

DRAWING No. 15CCL2339

SHEET No. APPENDIX A

Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm Wesch
County Attorney

Donna Marie Collins
County Chief Hearing Examiner

May 6, 2016

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Via E-Mail

Ashley Butler
Barraco and Associates, Inc.
2271 McGregor Blvd., Suite 100
Fort Myers, FL 33901

DCI 2016-00011

RE: Potable Water and Wastewater Availability
Blasingim RPD, 12150 Blasingim Road
STRAP #: 17-45-25-01-00000.0010, 17-45-25-01-00000.0020, 17-45-25-01-00000.0030, 17-45-25-01-00000.004A, 17-45-25-01-00000.0040, 08-45-25-00-00003.001A, & 08-45-25-00-00003.0010

Dear Ms. Butler:

The subject parcels are located within Lee County Utilities Future Service Area as depicted on Maps 6 and 7 of the Lee County Comprehensive Land Use Plan. Potable water and wastewater lines are in operation adjacent to the parcels mentioned above on Penzance Blvd. However, in order to provide service to them, developer funded system enhancements such as line extensions may be required.

Your firm has indicated that this project will consist of 120 multifamiy and single family residential units with an estimated flow demand of approximately 30,000 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and wastewater service as estimated above.

Availability of potable water and wastewater service is contingent upon final acceptance of the infrastructure to be constructed by the developer. Upon completion and final acceptance of this project, potable water service will be provided through the Corkscrew/Green Meadows Water Treatment Plants.

Wastewater service is provided by the City of Ft Myers So Wastewater Treatment Plant. The Lee County Utilities' Design Manual requires the project engineer to perform hydraulic computations to determine what impact this project will have on our existing system.

This is only a letter of availability of service and not a commitment to serve. Lee County Utilities will commit to serve only upon receipt of all appropriate connection fees, a signed request for service, and the approval of all State and local regulatory agencies.

Further, this letter of availability of potable water and wastewater service is for re-zoning for this project only. Individual letters of availability will be required for the purpose of obtaining building permits.

Sincerely,

Nathan Beals, PMP
Principal Planner
(239) 533-8157
LEE COUNTY UTILITIES

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EXISTING AGRICULTURAL USE AFFIDAVIT

STATE OF Florida
COUNTY OF Lee

DCI 2016-00011

BEFORE ME, the undersigned authority, on this 28 day of April, 2016, personally appeared Nicholas R. Cameratta, who is the Owner of Cameratta Companies, who is personally known to me or who produced _____ as identification and who did take an oath, who deposes and says as follows:

1. That I am the Authorized Representative of the property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

2. The agricultural uses that currently exist on a portion of the referenced property include honey production from commercial bee operation. The location of this use is depicted on Exhibit "B" (entitled the "Agricultural Uses at Time of Zoning Application Map").

3. The existing agricultural activities will remain active for the remainder of the 2016 calendar year, affecting the property described in Exhibit "A" and depicted on Exhibit "B".

FURTHER AFFIANT SAYETH NAUGHT.

Nicholas R. Cameratta
Owner

SWORN TO and subscribed before me on the date and year first above written.

(Notary Seal)

Signature of Notary Public

CHERYL ANN YANO
MY COMMISSION # FF 028038
EXPIRES: October 17, 2017
Bonded Thru Notary Public Underwriters

(Print, type or stamp commissioned name and Commission Number of Notary Public)

EXHIBIT A



Mon Apr 25 2016 12:29:07 PM.

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DCI 2016-00011

EXHIBIT B



Mon Apr 25 2016 12:29:07 PM.

DCI 2016-00011

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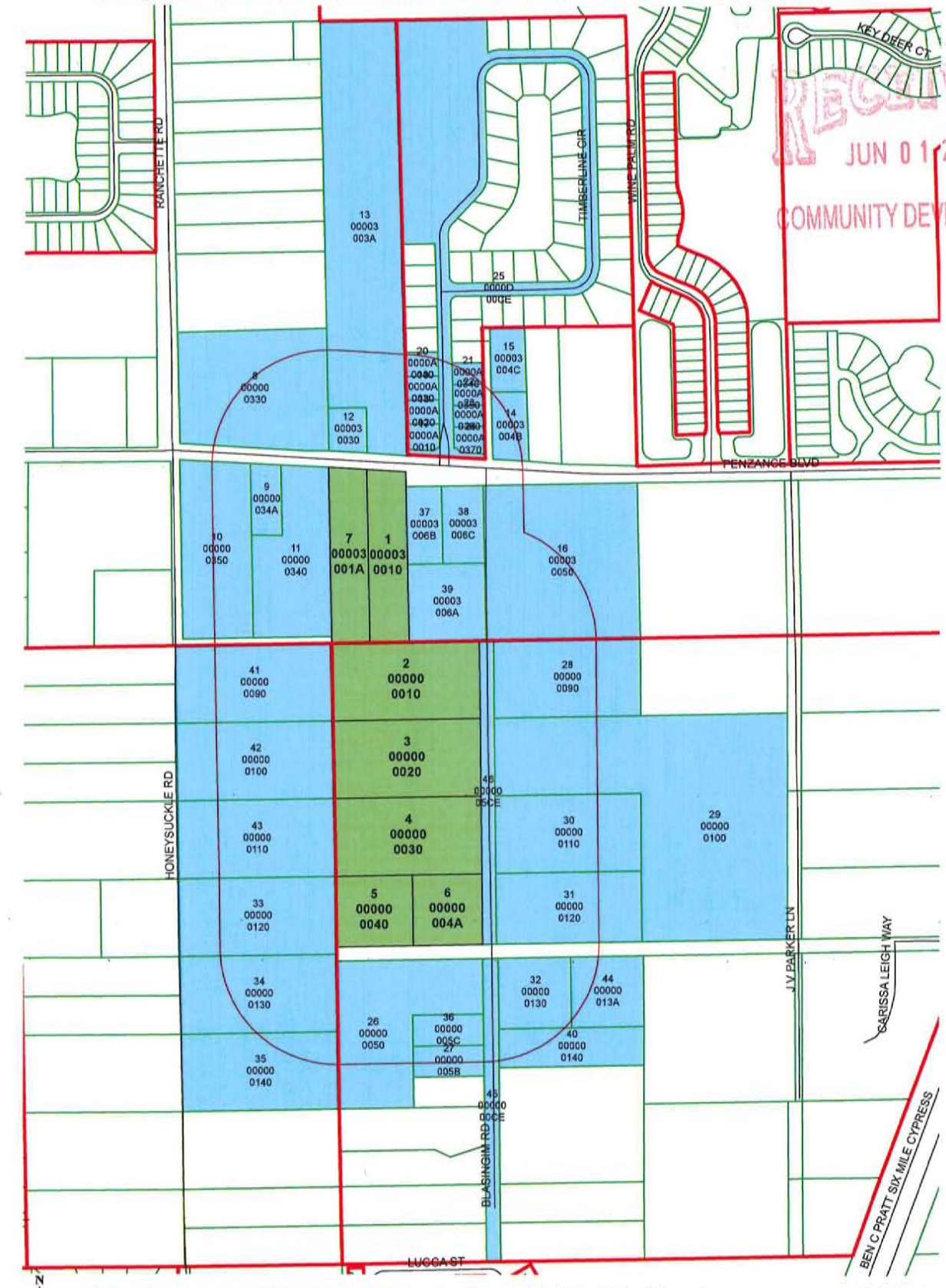
COMMUNITY DEVELOPMENT

DCI 2016-00011

VARIANCE REPORT

5/27/2016

Subject Parcels: 7 Affected Parcels: 39 Buffer Distance: 500 ft



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N W E S

08-45-25-00-00003.0010 et al.

720 540 360 180 0 720 Feet

THE INFORMATION CONTAINED IN THIS REPORT IS GOVERNED BY FLORIDA STATUTE 119.071 (GENERAL EXEMPTIONS FROM INSPECTION OR COPYING OF PUBLIC RECORDS).

Lee County Property Appraiser

Kenneth M. Wilkinson, C.F.A.

GIS Department / Map Room

Phone: (239) 533-6159 • Fax: (239) 533-6139 • eMail: MapRoom@LeePA.org

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VARIANCE REPORT

Date of Report: 5/27/2016 4:46:00 PM
Buffer Distance: 500 ft
Parcels Affected: 39
Subject Parcels: 08-45-25-00-00003.0010, 08-45-25-00-00003.001A, 17-45-25-01-00000.0010, 17-45-25-01-00000.0020, 17-45-25-01-00000.0030, 17-45-25-01-00000.0040, 17-45-25-01-00000.004A

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
SEASPRAY LTD 152 S BEACH DR MARCO ISLAND, FL 34145	07-45-25-08-00000.0330 11803 RANCHETTE RD FORT MYERS FL 33966	FR NE COR SEC 7 RUN S 00 DEG 38 MIN 50 SEC E 2643.24 FT TO E 1/4 COR TH	8
STEWART TILDEN W + CYNTHIA TR 6970 PENZANCE BLVD FORT MYERS, FL 33966	07-45-25-08-00000.034A 6940 PENZANCE BLVD FORT MYERS FL 33966	W 132.27 FT OF N 334 FT OF LT 34 DESC OR 2302 PG 3907	9
BLASINGIM ROAD PROPERTY LLC 4954 ROYAL GULF CIR FORT MYERS, FL 33966	07-45-25-08-00000.0350 11951 HONEYSUCKLE RD FORT MYERS FL 33966	PARL IN SE 1/4 OF SE 1/4 DESC OR 1712/1202 AKA LT 35 PINE RANCH EST UNR	10
STEWART TILDEN W TR + 6970 PENZANCE BLVD FORT MYERS, FL 33966	07-45-25-08-00000.0340 6970 PENZANCE BLVD FORT MYERS FL 33966	SE COR RUN N 775.80 FT W 334.40 FT S 797.90 E334.40 LOT 34 LESS OR 2302/3907	11
DUPONT VICTOR M + 7021 PENZANCE BLVD FORT MYERS, FL 33966	08-45-25-00-00003.0030 7021 PENZANCE BLVD FORT MYERS FL 33966	THE S 1/2 OF THE W 165 FT OF W 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 LYING N OF PENZANCE BLVD	12
UNKNOWN HEIRS OF 1302 JAMBALANA LN FORT MYERS, FL 33901	08-45-25-00-00003.003A 7041 PENZANCE BLVD FORT MYERS FL 33966	PARL IN W 1/2 OF W 1/2 OF SW 1/4 DESC IN OR 3252 PG 1318	13
KAMYAB HOSSAIN 12164 RICHLAND LN HERNDON, VA 20171	08-45-25-00-00003.004B 7171 PENZANCE BLVD FORT MYERS FL 33966	NE 1/4 OF SW 1/4 OF SW 1/4 LESS N 285.5 FT + W 30 FT + E 473 FT	14
KAMYAB HOSSAIN 12164 RICHLAND LN HERNDON, VA 20171	08-45-25-00-00003.004C 7161 PENZANCE BLVD FORT MYERS FL 33966	N 285.5 FT OF NE 1/4 OF SW 1/4 OF SW 1/4 LESS W 30 FT + LESS E 473 FT	15
B + K ASSOCIATES KIM NELSON 18663 SIMONET DR NW ELK RIVER, MN 55330	08-45-25-00-00003.0050 11941 BLASINGIM RD FORT MYERS FL 33966	SE 1/4 OF SW 1/4 OF SW 1/4	16
BURUN STANLEY L + DONNA J 11501 TIMBERLINE CIR FORT MYERS, FL 33966	08-45-25-01-0000A.0010 11501 TIMBERLINE CIR FORT MYERS FL 33966	TIMBERS S/D BLK A PB 41 PG 53 LOT 1	17
ATHENS WENDY J 11507 TIMBERLINE CIR FORT MYERS, FL 33966	08-45-25-01-0000A.0020 11507 TIMBERLINE CIR FORT MYERS FL 33966	TIMBERS S/D BLK A PB 41 PG 53 LOT 2	18
CAMPBELL JOYCE D + 11513 TIMBERLINE CIR FORT MYERS, FL 33966	08-45-25-01-0000A.0030 11513 TIMBERLINE CIR FORT MYERS FL 33966	TIMBERS S/D BLK A PB 41 PG 53 LOT 3	19
COHEN PHILIP D + KRISTIN B 11519 TIMBERLINE CIR FORT MYERS, FL 33966	08-45-25-01-0000A.0040 11519 TIMBERLINE CIR FORT MYERS FL 33966	TIMBERS S/D BLK A PB 41 PG 53 LOT 4	20
DIGREGORIO SCOTT 11518 TIMBERLINE CIR FORT MYERS, FL 33966	08-45-25-01-0000A.0340 11518 TIMBERLINE CIR FORT MYERS FL 33966	TIMBERS S/D BLK A PB 41 PG 52 LOT 34 + OR 2216/229	21

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OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
WARE JOSHUA W + JAMIE B 11512 TIMBERLINE CIR FORT MYERS, FL 33966	08-45-25-01-0000A.0350 11512 TIMBERLINE CIR FORT MYERS FL 33966	TIMBERS S/D BLK A PB 41 PG 52 LOT 35 + S 91 FT OF N 330.75 FT OF W 30 FT OF NE 1/4 OF SW 1/4 OF SW 1/4 AS DESC IN OR 2214/4475	22
BETTS RAYFORD A + CALDONIA 11506 TIMBERLINE CIR FORT MYERS, FL 33966	08-45-25-01-0000A.0360 11506 TIMBERLINE CIR FORT MYERS FL 33966	TIMBERS S/D BLK A PB 41 PG 52 LOT 36 + OR 2216/136	23
WARD STEPHEN G + KAREN JAMES 11500 TIMBERLINE CIR FORT MYERS, FL 33966	08-45-25-01-0000A.0370 11500 TIMBERLINE CIR FORT MYERS FL 33966	TIMBERS S/D BLK A PB 41 PG 52 LOT 37 + OR 2216/121	24
TIMBERS OWNERS ASSN 3916 CLEVELAND AVE FORT MYERS, FL 33901	08-45-25-01-0000D.00CE 11499 TIMBERLINE CIR FORT MYERS FL	TIMBERS PB 41 PG 53 TRACTS D F G + R/W COMMON ELEMENT	25
BLASINGIM CLYDE B TR 12270 BLASINGIM RD FORT MYERS, FL 33966	17-45-25-01-00000.0050 12270 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC 0R 273 PG 94 LTS 5 + 6 LES .005A THRU .005C	26
BLASINGIM ROBERT K + DOROTHY L 12340 BLASINGIM RD FORT MYERS, FL 33966	17-45-25-01-00000.005B 12340 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR 273 PG 94 PT LT 6 N132FT OF S264FT OF E330FT	27
AMERMAN WENDY + 12031 BLASINGIM RD FORT MYERS, FL 33966	17-45-25-01-00000.0090 12031 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR 273 PG 94 LOT 9 LESS W 30 FT	28
PARKER CATHERINE SUE 1/2 + 12150 J V PARKER LN FORT MYERS, FL 33966	17-45-25-01-00000.0100 12091 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR 273 PG 94 LOT 10 + LOTS 18 THRU 20 LESS W 30 FT OF LOT 10 + LESS E 30 FT OF LOTS 18-20 + S 30 FT OF LOT 20	29
WOODS JOHN MICHAEL 12151 BLASINGIM RD FORT MYERS, FL 33966	17-45-25-01-00000.0110 12151 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR 273 PG 94 LOT 11 LESS W 30 FT	30
FREEMAN MARK TR 3350 N KEY DR # 102A NORTH FORT MYERS, FL 33903	17-45-25-01-00000.0120 12211 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR 273 PG 94 LOT 12 LESS W 30 FT + S 30 FT	31
FOUST CHRISTOPHER + PATRICIA 4306 KERNEL CIR FORT MYERS, FL 33916	17-45-25-01-00000.0130 12271 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR273 PG 94 LOT 13 LES OR 3079 PG 1412 AND LESS W 30FT FOR R/W	32
MCDONALD PATRICK M + LAUREL L 2461 ALDRIDGE AV FORT MYERS, FL 33907	18-45-25-14-00000.0120 12201 HONEYSUCKLE RD FORT MYERS FL 33966	E 1/2 OF NE 1/4 OF NE 1/4 LESS OR 2998 PG 2316 AKA TR 12 CRYSTAL ACRES UR LES OR 3060/544	33
HUETHER BRIAN SCOTT 12900 TERABELLA WAY FORT MYERS, FL 33912	18-45-25-14-00000.0130 12273 HONEYSUCKLE RD FORT MYERS FL 33966	N 1/2 OF NE 1/4 OF SE 1/4 OF NE 1/4 AKA TR 13 CRYSTAL ACRES UR	34
DINSMORE MARK + ROWENA 12325/27 HONEYSUCKLE RD FORT MYERS, FL 33966	18-45-25-14-00000.0140 12325/327 HONEYSUCKLE RD FORT MYERS FL 33966	S 1/2 OF NE 1/4 OF SE 1/4 OF NE 1/4 AKA CRYSTAL ACRES UR	35
BLASINGIM CLYDE B 12270 BLASINGIM RD FORT MYERS, FL 33966	17-45-25-01-00000.005C 12320 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR 273 PG 94 PT LTS 5 + 6 DESC OR 2883/702 N 132 FT OF S 396 FT OF E 330 FT	36
SORENSON LACEY M 9760 GLADIOLOUS PRESERVE CIR FORT MYERS, FL 33908	08-45-25-00-00003.006B 7070 PENZANCE BLVD FORT MYERS FL 33966	FR SW CO E 329.29 FT N 329.81 FT TO POB DESC OR 2901 PG 1490	37
MAJMUNDAR DIPAK + PARUL 7090 PENZANCE BLVD FORT MYERS, FL 33966	08-45-25-00-00003.006C 7090 PENZANCE BLVD FORT MYERS FL 33966	FR SW COR E 329.29 FT N 659.62 FT E 150 FT TO POB DESC OR 2901 PG 1490	38
RICHARDS DAVID A + KELLY P 11950 BLASINGIM RD FORT MYERS, FL 33966	08-45-25-00-00003.006A 11950 BLASINGIM RD FORT MYERS FL 33966	FR SW COR E 329.29 FT TO POB DESC OR 2901/1492	39
TRASK KENNETH E + KAREN E 12345 BLASINGIM RD FORT MYERS, FL 33966	17-45-25-01-00000.0140 12345 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR 273 PG 94 N 1/2 LT 14	40

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OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
STAERKER WILLIAM A + DENISE A 12001 HONEYSUCKLE RD FORT MYERS, FL 33966	18-45-25-14-00000.0090 12001 HONEYSUCKLE RD FORT MYERS FL 33966	N 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4 DESC OR 2998 PG 2316AKA TR 9 CRYSTAL ACRES UR	41
KEREN AYAL 12077 HONEYSUCKLE RD FORT MYERS, FL 33966	18-45-25-14-00000.0100 12077 HONEYSUCKLE RD FORT MYERS FL 33966	S 1/2 OF NE 1/4 OF NE 1/4 OF NE1/4 DESC OR 3027 PG 2119 AKA TR 10 CRYSTAL ACRES UR	42
SIGGS RICHARD + SHARON 12101 HONEYSUCKLE RD FORT MYERS, FL 33966	18-45-25-14-00000.0110 12101 HONEYSUCKLE RD FORT MYERS FL 33966	N 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4 AKA TRACT 11 CRYSTAL ACRES UR	43
MOSS STEPHEN B + LU ANN 12291 BLASINGIM RD FORT MYERS, FL 33966	17-45-25-01-00000.013A 12291 BLASINGIM RD FORT MYERS FL 33966	SUBURBAN RANCHETTES UNREC OR 273 PG 94 PT LT 13 DESC OR 3079/1412	44
SUBURBAN RANCHETTES LOT OWNERS 3916 CLEVELAND AVE FORT MYERS, FL 33901	17-45-25-01-00000.00CE RIGHT OF WAY FORT MYERS FL 33966	A SUBD LOC IN NW 1/4 AS DESC IN OR 273 PG 94 RD R/W LYING BETWEEN LOTS 5-8 + 13-16	45
SUBURBAN RANCHETTES LOT OWNERS 3916 CLEVELAND AVE FORT MYERS, FL 33901	17-45-25-01-00000.05CE RIGHT OF WAY FORT MYERS FL 33966	A SUBD LOC IN NW 1/4 AS DESC IN OR 273 PG 94 RD R/W LYING BETWEEN LOTS 1-4 + 9-12	46

39 RECORDS PRINTED

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07-45-25-08-00000.0330
SEASPRAY LTD
152 S BEACH DR
MARCO ISLAND, FL 34145

07-45-25-08-00000.034A
STEWART TILDEN W + CYNTHIA TR
6970 PENZANCE BLVD
FORT MYERS, FL 33966

07-45-25-08-00000.0350
BLASINGIM ROAD PROPERTY LLC
4954 ROYAL GULF CIR
FORT MYERS, FL 33966

07-45-25-08-00000.0340
STEWART TILDEN W TR +
6970 PENZANCE BLVD
FORT MYERS, FL 33966

08-45-25-00-00003.0030
DUPONT VICTOR M +
7021 PENZANCE BLVD
FORT MYERS, FL 33966

08-45-25-00-00003.003A
UNKNOWN HEIRS OF
1302 JAMBALANA LN
FORT MYERS, FL 33901

08-45-25-00-00003.004B
KAMYAB HOSSAIN
12164 RICHLAND LN
HERNDON, VA 20171

08-45-25-00-00003.004C
KAMYAB HOSSAIN
12164 RICHLAND LN
HERNDON, VA 20171

08-45-25-00-00003.0050
B + K ASSOCIATES
KIM NELSON
18663 SIMONET DR NW
ELK RIVER, MN 55330

08-45-25-01-0000A.0010
BURUN STANLEY L + DONNA J
11501 TIMBERLINE CIR
FORT MYERS, FL 33966

08-45-25-01-0000A.0020
ATHENS WENDY J
11507 TIMBERLINE CIR
FORT MYERS, FL 33966

08-45-25-01-0000A.0030
CAMPBELL JOYCE D +
11513 TIMBERLINE CIR
FORT MYERS, FL 33966

08-45-25-01-0000A.0040
COHEN PHILIP D + KRISTIN B
11519 TIMBERLINE CIR
FORT MYERS, FL 33966

08-45-25-01-0000A.0340
DIGREGORIO SCOTT
11518 TIMBERLINE CIR
FORT MYERS, FL 33966

08-45-25-01-0000A.0350
WARE JOSHUA W + JAMIE B
11512 TIMBERLINE CIR
FORT MYERS, FL 33966

08-45-25-01-0000A.0360
BETTS RAYFORD A + CALDONIA
11506 TIMBERLINE CIR
FORT MYERS, FL 33966

08-45-25-01-0000A.0370
WARD STEPHEN G + KAREN JAMES
11500 TIMBERLINE CIR
FORT MYERS, FL 33966

08-45-25-01-0000D.00CE
TIMBERS OWNERS ASSN
3916 CLEVELAND AVE
FORT MYERS, FL 33901

17-45-25-01-00000.0050
BLASINGIM CLYDE B TR
12270 BLASINGIM RD
FORT MYERS, FL 33966

17-45-25-01-00000.005B
BLASINGIM ROBERT K + DOROTHY L
12340 BLASINGIM RD
FORT MYERS, FL 33966

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17-45-25-01-00000.0090
AMERMAN WENDY +
12031 BLASINGIM RD
FORT MYERS, FL 33966

17-45-25-01-00000.0100
PARKER CATHERINE SUE 1/2 +
12150 J V PARKER LN
FORT MYERS, FL 33966

17-45-25-01-00000.0110
WOODS JOHN MICHAEL
12151 BLASINGIM RD
FORT MYERS, FL 33966

17-45-25-01-00000.0120
FREEMAN MARK TR
3350 N KEY DR # 102A
NORTH FORT MYERS, FL 33903

17-45-25-01-00000.0130
FOUST CHRISTOPHER + PATRICIA
4306 KERNEL CIR
FORT MYERS, FL 33916

18-45-25-14-00000.0120
MCDONALD PATRICK M + LAUREL L
2461 ALDRIDGE AV
FORT MYERS, FL 33907

18-45-25-14-00000.0130
HUETHER BRIAN SCOTT
12900 TERABELLA WAY
FORT MYERS, FL 33912

18-45-25-14-00000.0140
DINSMORE MARK + ROWENA
12325/27 HONEYSUCKLE RD
FORT MYERS, FL 33966

17-45-25-01-00000.005C
BLASINGIM CLYDE B
12270 BLASINGIM RD
FORT MYERS, FL 33966

08-45-25-00-00003.006B
SORENSON LACEY M
9760 GLADIOLOUS PRESERVE CIR
FORT MYERS, FL 33908

08-45-25-00-00003.006C
MAJMUNDAR DIPAK + PARUL
7090 PENZANCE BLVD
FORT MYERS, FL 33966

08-45-25-00-00003.006A
RICHARDS DAVID A + KELLY P
11950 BLASINGIM RD
FORT MYERS, FL 33966

17-45-25-01-00000.0140
TRASK KENNETH E + KAREN E
12345 BLASINGIM RD
FORT MYERS, FL 33966

18-45-25-14-00000.0090
STAERKER WILLIAM A + DENISE A
12001 HONEYSUCKLE RD
FORT MYERS, FL 33966

18-45-25-14-00000.0100
KEREN AYAL
12077 HONEYSUCKLE RD
FORT MYERS, FL 33966

18-45-25-14-00000.0110
SIGGS RICHARD + SHARON
12101 HONEYSUCKLE RD
FORT MYERS, FL 33966

17-45-25-01-00000.013A
MOSS STEPHEN B + LU ANN
12291 BLASINGIM RD
FORT MYERS, FL 33966

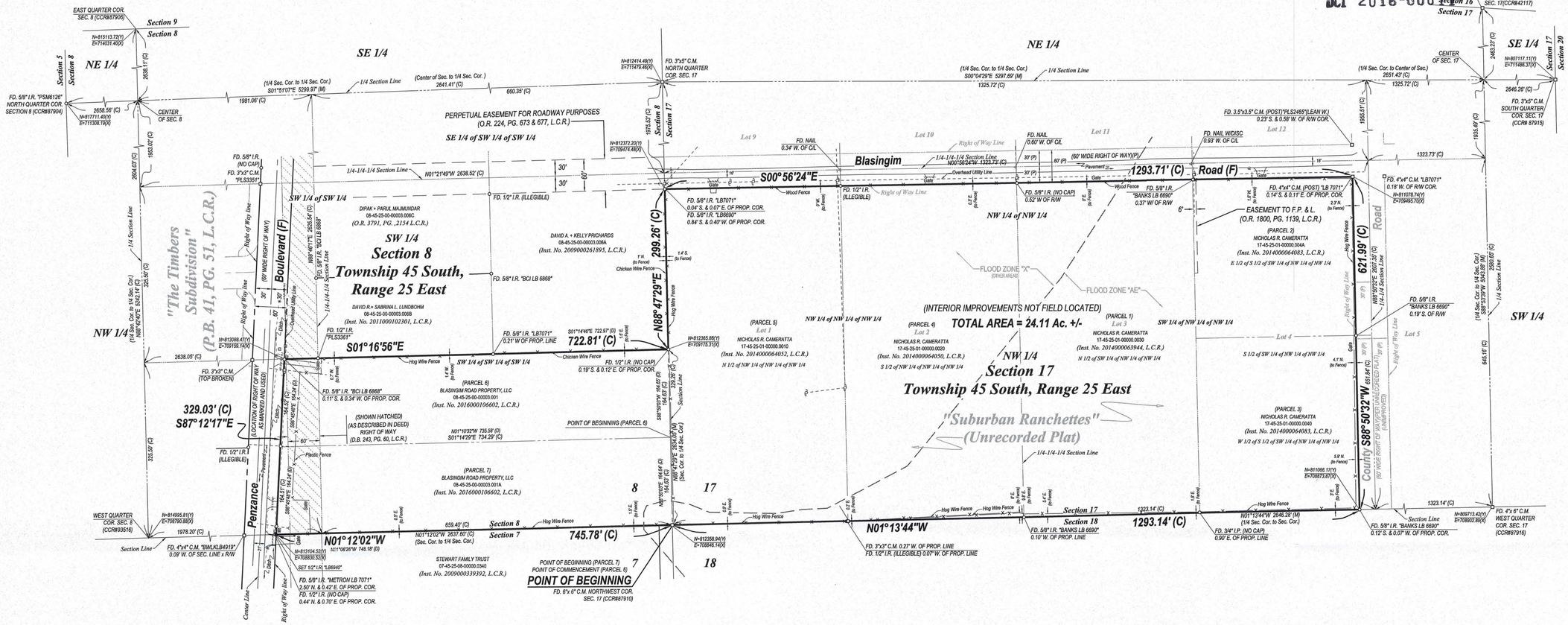
17-45-25-01-00000.00CE
SUBURBAN RANCHETTES LOT OWNERS
3916 CLEVELAND AVE
FORT MYERS, FL 33901

17-45-25-01-00000.05CE
SUBURBAN RANCHETTES LOT OWNERS
3916 CLEVELAND AVE
FORT MYERS, FL 33901

39 LABELS PRINTED

All data is current at time of printing and subject to change without notice.

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT
DCI 2016-00011



DESCRIPTION (PER TITLE COMMITMENT)

Parcel 1:

Lot 3, of that certain unrecorded subdivision known as Suburban Ranchettes, more particularly described as follows: The North-Half (N 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Excepting therefrom the Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 2:

The East Half (E 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; Excepting therefrom the Southerly 30 feet and East Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 3:

The West Half (W 1/2) of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Excepting therefrom the Southerly 30 feet thereof for road purposes.

Together with and easement for ingress and egress over and across the Southerly 30 feet of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4)of said Section 17, Township 45 South, Range 25 East, Lee County, Florida and over and across the road easements described in Official Records Book 762, Page 151, of the public records of Lee County, Florida. (Being the West 1/2 of Lot 4, of Suburban Ranchettes,unrecorded)

Parcel 4:

The South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East; Excepting therefrom the Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 5:

The North Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 17, Township 45 South, Range 25 East, Excepting therefrom the Easterly 30 feet thereof.

Together with an easement for ingress and egress over and across the East 30 feet of the West Half (W 1/2) of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) and the West 30 feet of the East Half (E 1/2) of the West Half (W 1/2) of the Northwest Quarter Quarter of Section 17, Township 45 South, Range 25 East, Lee County, Florida.

Parcel 6:

Parcel B: A tract or parcel of land situated in the State of Florida, County of Lee, lying is Section 8, Township 45 South, Range 25 East, being a part of the parcel as described in Official Records Book 1687, Page 3764, and being further bounded and described as follows: Commencing at the Southwest corner of said Section 8; thence N. 88° 50' 03" E., along the South line of said Section 8 for 164.64 feet to the Point of Beginning of the herein described parcel; thence N. 01 ° 10' 32" W ., for 735.58 feet to the South right of way line of Penzance Road (60 feet wide); thence S. 86° 45' 48" E., along the South right of way line for 164.24 feet; thence S. 01 ° 14' 46" E., for 722.97 feet to the South line of said Section 8; thence S. 88° 50' 03" W., along said South line for 164.65 feet to the Point of Beginning. Bearings are based on the South line of said Section 8, being S. 88° 50' 03"W.

Parcel 7:

Parcel A: A tract or parcel of land situated in the State of Florida, County of Lee, lying is Section 8, Township 45 South, Range 25 East, being a part of the parcel as described in Official Records Book 1687, Page 3764, and being further bounded and described as follows: Beginning at the Southwest corner of said Section 8, thence N. 01° 06' 26" W., along the West line of said Section 8 for 748.18 feet to the South right of way line of Penzance Road (60 feet wide); thence S. 86° 45' 48" E., along said South right of way line for 164.24 feet; thence S. 01° 10' 32" E., for 735.58 feet to the South line of said Section 8; thence S. 88° 50' 03" W., along said South line for 164.64 feet to the Point of Beginning. Bearing based on the South line of said Section 8 being S. 88° 50' 03" W.

NOTES:

1. *DATE OF LAST FIELD WORK: MAY 23, 2016.*
2. *THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.*
3. *THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.*
4. *NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON SUBJECT PARCEL BY THIS FIRM.*
5. *ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.*
6. *BEARINGS AND COORDINATES HEREON ARE STATE PLANE FLORIDA WEST ZONE (NAD1983 (NSRS 2007)) AND ARE BASED THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17 TO BEAR N01°13'44"W.*
7. *IMPROVEMENTS OTHER THAN THOSE SHOWN IF ANY WERE NOT LOCATED.*
8. *THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN.*
9. *OWNERSHIP OF ANY FENCE SHOWN HEREON IS UNKNOWN.*
10. *ACCORDING TO F.I.R.M. No. 12071C0429F, EFFECTIVE DATE: AUGUST 28, 2008, THE PROPERTY IS LOCATED IN FLOOD ZONE X (OTHER AREAS) AND FLOOD ZONE AE THE BASE FLOOD ELEVATION (IN FLOOD ZONE AE) = EL. 15.3, BASED ON PROFILE AND CROSS SECTIONS SHOWN IN THE FLOOD INSURANCE STUDY, 12071CV002A, EFFECTIVE DATE: AUGUST 28, 2008.*
11. *THIS SURVEY WAS PREPARED IN ACCORDANCE WITH A COMMITMENT FOR TITLE INSURANCE, PREPARED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 5695442, EFFECTIVE DATE: MARCH 10, 2016 @ 6:00 AM.*
12. *THE SURVEYED PARCEL CONTAINS 24.11 ACRES, MORE OR LESS.*
13. *ELEVATIONS SHOWN ARE IN FEET ABOVE NORTH AMERICAN VERTICAL DATUM 1988 AND ARE BASED ON A LEVEL LOOP BY THIS FIRM FROM NATIONAL GEODETIC SURVEY BENCH MARK "D 416" (PID=AD8317)(ELEVATION = 16.18').*

SURVEY RELATED ITEMS FROM SCHEDULE B-2:

THE PROPERTY IS AFFECTED AS NOTED BY THE FOLLOWING ITEMS FROM SCHEDULE B2 OF THE TITLE COMMITMENT AS FOLLOWS:

4. *Oil, gas and mineral reservations (D.B. 258, PG. 453, L.C.R.) (AFFECTS ENTIRE PROPERTY, NOT SHOWN).*
5. *Easement Agreement by and between John Black, Trustee of the Florene S. Marin Revocable Trust, dated February 12, 1996 to Sprint-Florida, Inc., a Florida corporation, (O.R. 3818, PG. 3100, L.C.R.) (DOES NOT AFFECT PROPERTY, NOT SHOWN, FALLS WITHIN BLASINGIM RIGHT OF WAY)*
6. *Easement in favor of Florida Power & Light Company, (O.R. Book 1800, Page 1139, L.C.R.) (AFFECTS PARCEL PARCEL 2, SHOWN).*
7. *Intentionally deleted.*
8. *Easement Agreement by and between Phillip H. Tomlinson and Cora I. Tomlinson, husband and wife to Sprint-Florida, Incorporated, a Florida corporation, (O.R. 3771, PG. 2128, L.C.R.)(DOES NOT AFFECT PROPERTY, NOT SHOWN, FALLS WITHIN BLASINGIM RIGHT OF WAY).*
9. *Intentionally deleted.*
10. *Restrictions as set forth in Warranty Deed, (O.R. 641, PG.215, L.C.R.). (AFFECTS ALL OF PARCEL PARCEL 4, NOT SHOWN).*
11. *Non-Exclusive Easement Agreement, by and between David R. Heald and Jill V. Heald, husband and wife to Sprint-Florida, Inc., a Florida corporation, (O.R. 3771, PG. 2154)(DOES NOT AFFECT PROPERTY, NOT SHOWN, FALLS WITHIN BLASINGIM RIGHT OF WAY).*

(NSRS2007)
NAD 1983
FLORIDA PLANE
COORDINATE SYSTEM
(WEST ZONE)

0 50 100 200
SCALE IN FEET

LEGEND:

B.M.	BENCHMARK	(F)	FIELD	L.M.E.	LAKE MAINTENANCE EASEMENT	REF.	REFERENCE	▲	SET "MAG" NAIL WITH DISC STAMPED LB6940
(C)	CALCULATED	FD.	FOUND	(M)	MEASURED	R/W	RIGHT OF WAY	●	SET 1/2" IRON ROD WITH CAP STAMPED LB6940
CCR#	CERTIFIED CORNER RECORD	F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION	O.R.	OFFICIAL RECORD BOOK	TYP.	TYPICAL	■	SET 4"x4" CONC. MONUMENT STAMPED LB6940
C/L	CENTER LINE	F.P. & L.	FLORIDA POWER & LIGHT CO.	(P)	PLAT	SEC.	SECTION	△	FOUND NAIL AS NOTED
CONC.	CONCRETE	FRAC.	FRACTION	P.B.	PLAT BOOK	W/	WITH	□	FOUND CONC. MONUMENT AS NOTED
CB=	CHORD BEARING=	I.E.	IRRIGATION EASEMENT	P.C.	POINT OF CURVATURE	WIT.	WITNESS	○	FOUND IRON PIPE OR IRON ROD AS NOTED
CD=	CHORD DISTANCE=	I.P.	IRON PIPE	PG.	PAGE			▨	DRAINAGE INLET
CH=	CHORD BEARING & DISTANCE=	I.R.	IRON ROD	P.K.	PARKER-KALON			◍	DRAINAGE MANHOLE
C.M.	CONCRETE MONUMENT	L=	LENGTH=	P.R.M.	PERMANENT REFERENCE MONUMENT			▭	MITERED END SECTION
COR.	CORNER	LB	LICENSED BUSINESS	PROP.	PROPERTY			•	YARD DRAIN
Δ=	DELTA OR CENTRAL ANGLE=	L.B.E.	LANDSCAPE BUFFER EASEMENT	P.T.	POINT OF TANGENCY			☼	LIGHT POLE
(D)	DEED	L.C.R.	LEE COUNTY RECORDS	P.V.C.	PLASTIC PIPE			◈	FLOOD LIGHT
D.B.	DEED BOOK	L.C.U.E.	LEE COUNTY UTILITY EASEMENT	R=	RADIUS=			●ᵖ	CONCRETE POWER POLE
EL.	ELEVATION			R.C.P.	REINFORCED CONCRETE PIPE			ᵂᵖ	WOOD POWER POLE
								⟋	GUY ANCHOR
								☎	TELEPHONE BOX
								⊞	ELECTRIC BOX
								ᶜᵀᵛ	CABLE TV BOX
								ᵂⱽ	WATER VALVE
								⊞	WATER BOX
								♖	FIRE HYDRANT
								⊼	BACK FLOW ASSEMBLY
								ᴬᴿⱽ	AIR RELEASE VALVE
								ᴵᵂ	IRRIGATION VALVE
								⊞	IRRIGATION SERVICE
								♣	WELL
								Ⓢ	SANITARY MANHOLE
								ˢᵂ	SANITARY SERVICE
								▽	SIGN
								⊞	MAIL BOX
								ᴮᵒ	BLOW OFF
								Ⓕ	FIBER OPTIC CABLE MARKER
								Ⓖ	GAS LINE MARKER
								ᴳᵛ	GAS VALVE

THIS SURVEY IS FOR THE BENEFIT OF:

I HEREBY CERTIFY THAT THIS SURVEY WAS DONE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS PER CHAPTER 5J-17.050 THRU 052 F.A.C. PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO.5949

DATE SIGNED:

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

Barraco and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - LANDSCAPE DESIGN
www.barraco.net
2271 McGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

CAMERATTA COMPANIES

7750 TOWN CENTRE DRIVE
BROADVIEW HEIGHTS, OH

PHONE (440) 838-1900
FAX (440) 838-0588

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTIONS 8 & 17, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

SCOTT A. WHEELER CERTIFICATE NO. 5949 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

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

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LAYOUT	1
LOCATION	J:\23370\DWG\SURVEYING\
PLOT DATE	TUE. 5-24-2016 - 10:32 AM
PLOT BY	PETER OLSEN

DRAWING DATA	
SURVEY DATE	05-23-2016
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=100'
FIELD BOOK	357/69-79,358/12,361/1-2,360/16

PLAN REVISIONS

STRAP NUMBERS

BOUNDARY SURVEY

PROJECT / FILE NO.	SHEET NUMBER
23370 8-45-25	1 OF 1

MASTER CONCEPT PLAN

FOR

BLASINGIM ROAD
RESIDENTIAL PLANNED DEVELOPMENT

A PARCEL OF LAND IN SECTION 17 TOWNSHIP 45 SOUTH, RANGE 25 EAST
FORT MYERS, LEE COUNTY, FLORIDA

PROJECT DATA

SITE ADDRESS
7030 PENZANCE BLVD FORT MYERS, FL

PROJECT DATUM
PENDING

ZONING
CURRENT ZONING: AG-2

RECORD PLAT
PENDING

FLOOD ZONE
ACCORDING TO F.I.R.M. (FLOOD INSURANCE RATE MAP) No.12071C0429F (PANEL 0429), EFFECTIVE DATE: AUGUST 28, 2008, THE PROPERTY IS LOCATED IN FLOOD ZONE AE.

STRAP NUMBERS
08-45-25-00-00003.0010
08-45-25-00-00003.001A
17-45-25-01-00000.0010
17-45-25-01-00000.0020
17-45-25-01-00000.0030
17-45-25-01-00000.0040
17-45-25-01-00000.004A

DESIGN TEAM

PROJECT ENGINEER
CARL BARRACO, P.E.

PROJECT MANAGEMENT
CARL BARRACO, JR P.E.

DESIGN ENGINEER
TIM GAVIN, P.E.

PROJECT SURVEYOR
SCOT A. WHEELER,

LEAD DESIGN TECHNICIAN
WES KAYNE, I.E.

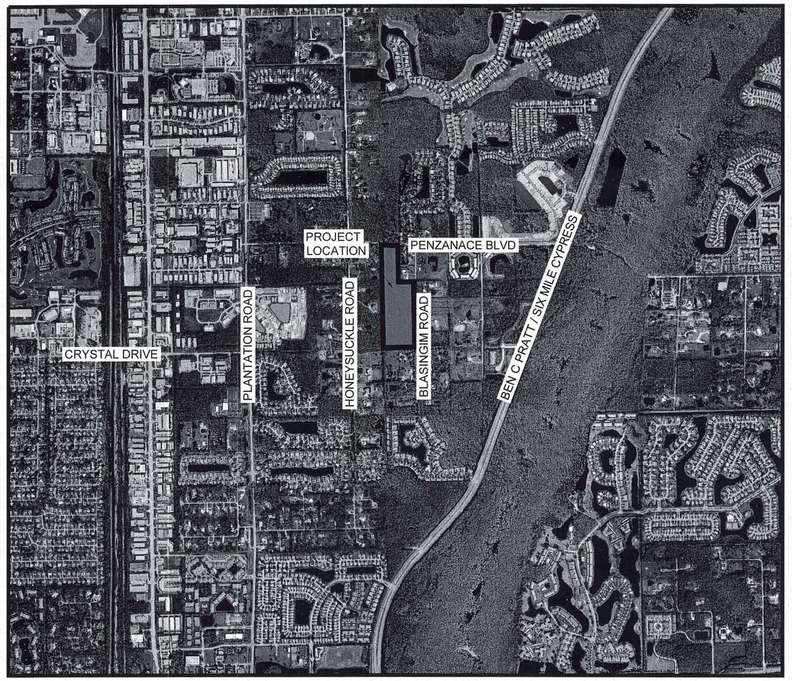
SITE PLANNING
ANGELICA HARDY

DESIGN STAFF
JAN BILDZUKEWICZ

LANDSCAPE DESIGN
BY OTHERS

QUALITY CONTROL
PENDING

LAND PLANNER
JENNIFER SAPEN



PROJECT LOCATION

VICINITY MAP

0 700 1400 2800
SCALE IN FEET

N
W E
S

INDEX OF DRAWINGS

1	COVER SHEET AND LOCATION MAP	A	23345-Z01.DWG
2	MASTER CONCEPT PLAN A	B	23345-Z02A.DWG
3	MASTER CONCEPT PLAN B	B	23345-Z02B.DWG
4	DETAILS AND DEVIATIONS	-	23345-Z03.DWG

CROSS-REFERENCED DRAWINGS:

XREF	DESCRIPTION	DRAWING NAME
A	LOCATION MAP	23345-LOC2015.JPG
B	BASE LINEWORK PLAN	23345-Z00.DWG

PLAN STATUS

NOT FOR CONSTRUCTION

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PREPARED FOR

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SUITE 100
BROADVIEW HEIGHTS, OHIO 44147
PHONE (440) 838-1900 EXT. 103
FAX (440) 838-0588
WWW.CAMERATTAPROPERTIES.COM

PROJECT DESCRIPTION

BLASINGIM ROAD RPD

LEE COUNTY, FLORIDA

RECEIVED
JUN 01 2016
COMMUNITY DEVELOPMENT

DCI 2016-00011

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FILE NAME	23370-Z01.DWG
LOCATION	J:\23370\DWG\ZONING\
PLOT DATE	WED, 6-1-2016 - 10:20 AM
PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

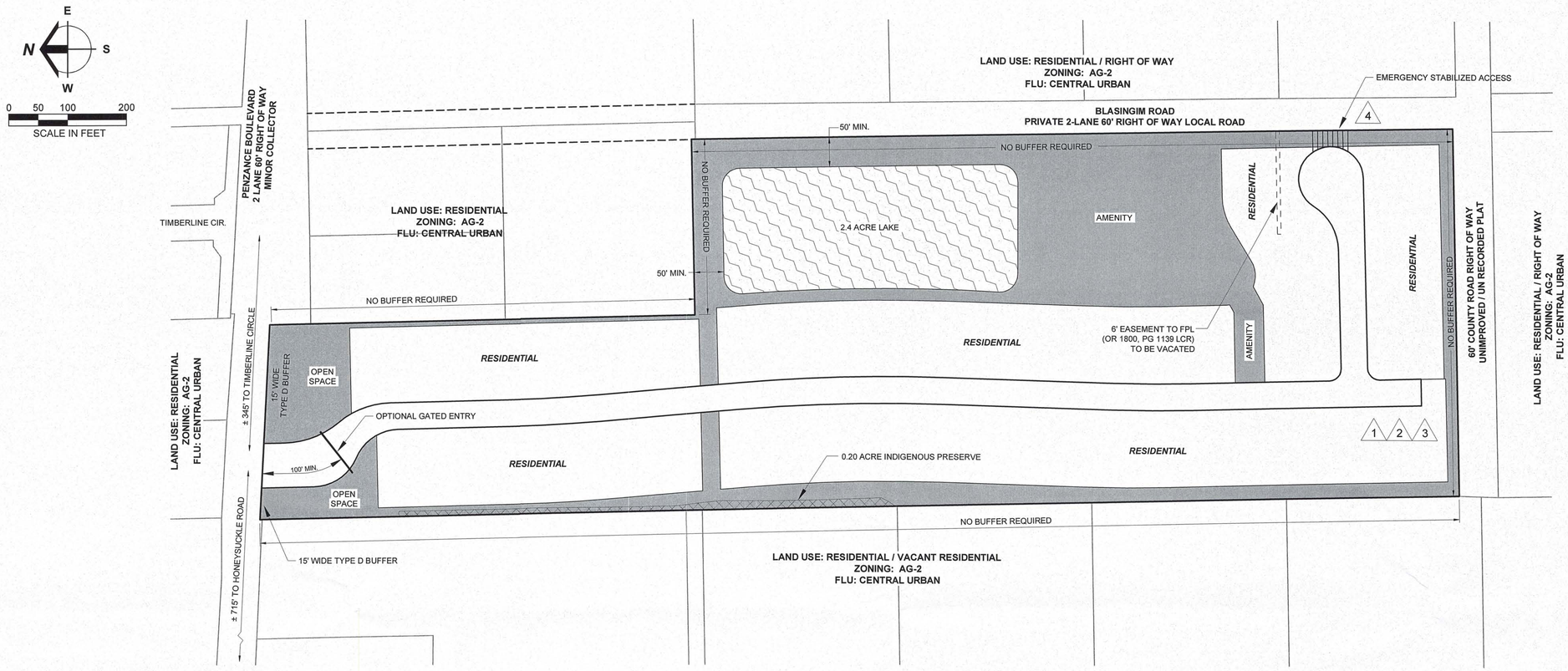
PLAN REVISIONS

PLAN STATUS

NOT FOR CONSTRUCTION

COVER SHEET AND LOCATION MAP

PROJECT / FILE NO.	SHEET NUMBER
23370	1



REQUIRED INDIGENOUS PRESERVE

9.60 @ 50% =	4.80 AC

PROVIDED INDIGENOUS PRESERVE

PROVIDED =	0.20 AC

REQUIRED OPEN SPACE

24.11 @ 40% =	9.60 AC

PROVIDED OPEN SPACE

PRESERVE	0.20 AC
LAKE 9.6 X 25%	2.4 AC
LAKE SLOPE	0.99 AC
AMENITY	2.27 AC
REAR YARD DRAINAGE & PERIMETER BERM	3.74 AC
TOTAL	9.60 AC

LEGEND

LAKE	OPEN SPACE
INDIGENOUS PRESERVE	DEVIATION REQUEST (#)

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PROJECT DESCRIPTION

BLASINGIM ROAD RPD

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FILE NAME	23370-Z02A.DWG
LOCATION	J:\23370\DWG\ZONING\
PLOT DATE	WED. 6-1-2016 - 10:20 AM
PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

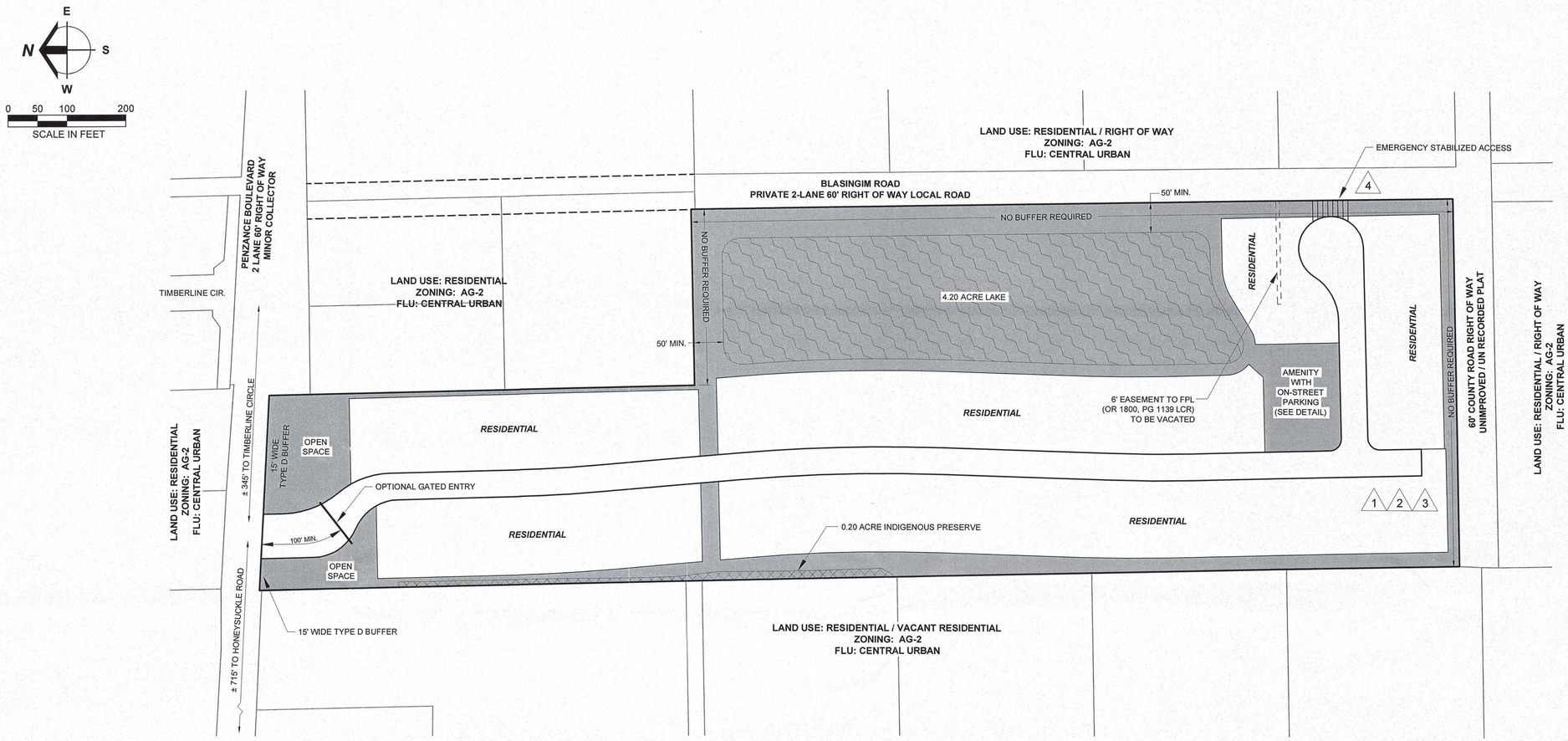
BASEPLAN = 23370-Z00.DWG

PLAN REVISIONS

PLAN STATUS

MASTER CONCEPT PLAN A

PROJECT / FILE NO.	SHEET NUMBER
23370	2



REQUIRED INDIGENOUS PRESERVE

9.60 @ 50% = 4.80 AC

PROVIDED INDIGENOUS PRESERVE

PROVIDED = 0.20 AC

REQUIRED OPEN SPACE

24.11 @ 40% = 9.60 AC

PROVIDED OPEN SPACE

PRESERVE	0.20 AC
LAKE	4.20 AC
LAKE SLOPE	0.99 AC
AMENITY	0.47 AC
REAR YARD DRAINAGE & PERIMETER BERM	3.74 AC
TOTAL	9.60 AC

LEGEND

- LAKE
- INDIGENOUS PRESERVE
- OPEN SPACE
- DEVIATION REQUEST (#)

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FILE NAME	23370-Z02B.DWG
LOCATION	J:\23370\DWG\ZONING\
PLOT DATE	WED. 6-1-2016 - 10:21 AM
PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

BASEPLAN = 23370-Z00.DWG

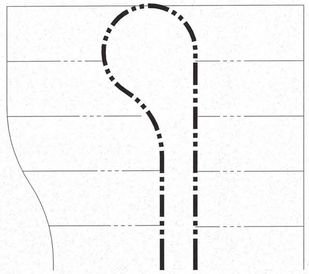
PLAN REVISIONS

PLAN STATUS

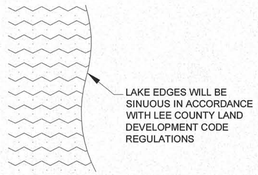
MASTER CONCEPT PLAN B

PROJECT / FILE NO.	SHEET NUMBER
23370	3

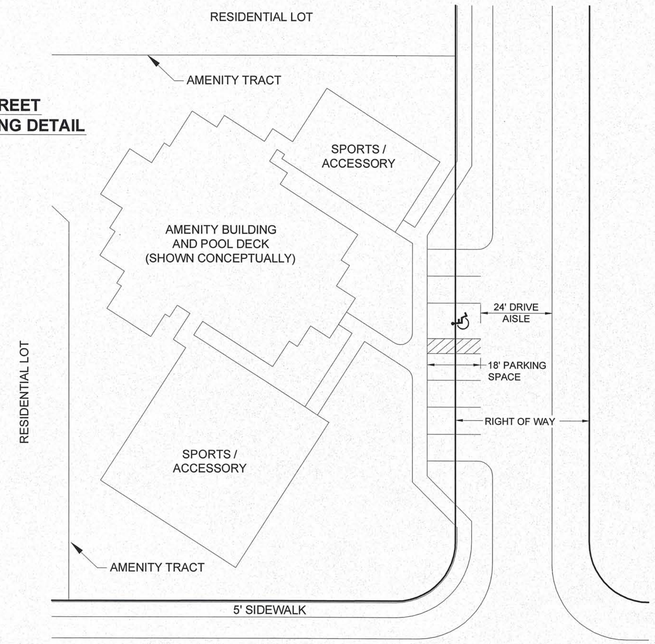
CUL-DE-SAC DESIGN DETAIL



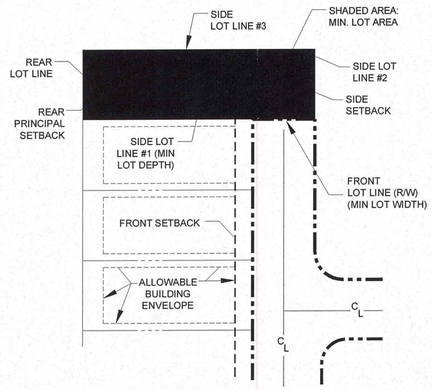
SINUOUS LAKE SHORELINE DETAIL



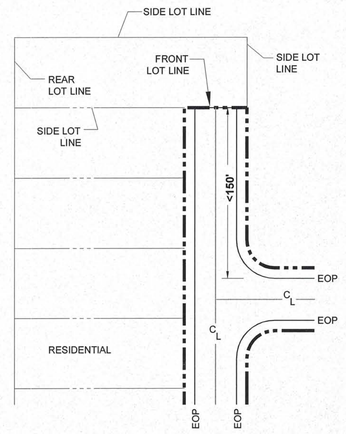
ON-STREET PARKING DETAIL



DEVIATION 3 LOT SIZE DETAIL



DEVIATION 1 RIGHT ANGLE SIDE LOT LINE
DEVIATION 2 DEAD-END DETAIL



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LOCATION	J:\23370\DWG\ZONING\
PLOT DATE	WED. 6-1-2016 - 10:21 AM
PLOT BY	JENNIFER SAPEN

CROSS REFERENCED DRAWINGS

BASEPLAN = 23370-Z00.DWG

PLAN REVISIONS

PLAN STATUS

DETAILS AND DEVIATIONS

PROJECT / FILE NO.	SHEET NUMBER
23370	4