SPECTRUM ENGINEERING, INC.
6244 St. Andrews Cir N
Fort Myers, FL 33919
239-277-1182
www.SpectrumEngineering.net
EB4618

July 10, 2020

Lee County Zoning Division
1500 Monroe Street
Fort Myers, Florida 33901

Re: 22 Beth Stacy Boulevard, Lehigh Acres, 33936
STRAP No. 31442700000010050

To Whom It May Concern

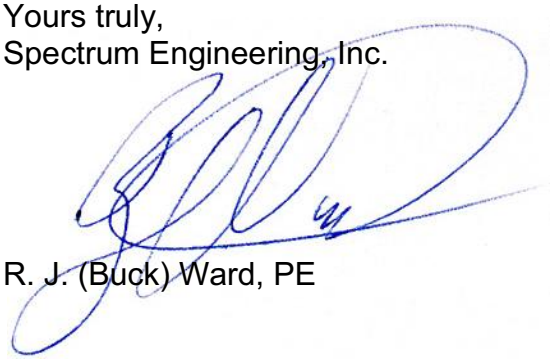
On behalf of our client, Ms. Melissa DeLaCruz of DeLaCruz Properties, LLC, we hereby request the rezoning of the subject property from RM2 to C2. Accompanying this letter please find the following documents:

- Application for Conventional Rezoning Public Hearing
- Affidavit of Authorization
- Disclosure of Interest form
- Legal description and sketch
- Boundary survey
- Title Certification in the form of a Title Insurance Policy less than 90 days old.
- List of Surrounding Property Owners
- Map of Surrounding Property Owners
- Summary of Public Information Session and list of attendees of remote Zoom meeting
- Reason For Request, i.e. Part 4 Narrative
- Letter of water and wastewater service availability from FGUA

In addition the following will be submitted on paper:

- 2 sets of mailing labels of the surrounding property owners
- 2 signed and sealed prints of the survey
- 2 signed and sealed prints of the legal description and sketch

Yours truly,
Spectrum Engineering, Inc.



R. J. (Buck) Ward, PE

APPLICATION FOR CONVENTIONAL REZONING PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: 22 Beth Stacey Blvd.

Request: ☒ Rezoning from: RM-2 To: C-2
☐ Variance included? ☒ **NO** ☐ **YES**[1] for:
☐ Special Exception included? ☒ **NO** ☐ **YES**[1] for:
☐ Bonus Density included? ☒ **NO** ☐ **YES**[2] for: _____ Bonus Units

[1] *If **YES**, submit applicable application and fee*
[2] *If **YES**, submit additional fee required by LDC 2-147(A)(3)*

PART 1
APPLICANT/AGENT INFORMATION

A. Name of Applicant: Delacruz Properties, LLC
Address: 11768 Paseo Grande Blvd, #4905
City, State, Zip: Fort Myers FL 33912
Phone Number: (239) 633-1808 E-mail: Melissa.mimidlc@aol.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: Spectrum Engineering, Inc.
Contact Person: R J Ward, PE
Address: 6244 St. Andrews Cir N
City, State, Zip: Fort Myers, FL 33919
Phone Number: 277-1182 Email: rjward@SpectrumEngineering.net

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

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: Delacruz Properties, LLC
Address: 11768 Paseo Grande Blvd, #4905
City, State, Zip: Fort Myers FL 33912
Phone Number: (239) 633-1808 Email: Melissa.mimidlc@aol.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): April _, 2020

PART 3
PROPERTY INFORMATION

A. STRAP Number(s): [Attach extra sheets if additional space is needed.]
31442700000010050

B. Street Address of Property: 22 Beth Stacey Blvd, Lehigh Acres, FL 33936

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: RM-2

NA☐ 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
2. Intended uses of property are: Mixed Use, primarily commercial

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

Central Urban	3.58+/-	Acres	100	% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions [34-202(a)(8)]:
1. Width (average if irregular parcel): 789.09 Feet
2. Depth (average if irregular parcel): 200.01 Feet
3. Total area: 3.58+/- Acres or square feet
4. Frontage on road or street: 789.09 Feet on Beth Stacey Blvd Street
2nd Frontage on road or street: 200.01 Feet on Woodward Court Street

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
- ☐ Captiva Planning Community (Captiva Island). **[33-1612(a)&(b); Lee Plan Policy 13.1.7]**
- ☐ North (Upper) Captiva Community Plan area. **[33-1711; Lee Plan Policy 25.1.1]**
- ☐ 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
ACTION REQUESTED

A. Reason(s) for Request: Provide a statement explaining the nature of the request and how the property qualifies for the rezoning and, if applicable, bonus density. This statement should explain how the request meets the applicable findings/review criteria set forth in LDC section 34-145(d)(4) and, if applicable, LDC Section 2-146(b). This statement 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. **[34-203(c); 2-147]**

PART 5
ADDITIONAL REQUIREMENTS

A. Potable Water: Will the project be connected to potable water and central sewer as part of any development of the property?

- ☒ **YES** (Provide 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)]**

B. 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)]**

C. 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)

D. 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).

E. 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).

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

- [x] Not Applicable
- [ ] Property is located within _____ 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 6 **SUBMITTAL REQUIREMENT CHECKLIST**	
Two copies required for submittal ***Clearly label your attachments as noted in bold below***	
[x]	Completed application for Public Hearing [34-201(b)]
[ ]	Filing Fee - [34-202(a)(9)]
[ ]	Bonus Density Filing Fee - [2-147(A)(3)] (if applicable)
[x]	**Affidavit of Authorization** (notarized) [34-202(b)(1)c]
[ ]	**Additional Agents** [34-202(b)(1)c.]
[ ]	**Multiple Owners List (if applicable) [34-201; 34-204]**
[ ]	**Disclosure of Interest** Form (multiple owners) [34-201(b)(2)a]
[ ]	**Legal description (must submit one)** [34-202(a)(1)]
[x]	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.)
[x]	**Boundary Survey** (not required if platted lot) [34-202(a)(2); [34-373(a)(4)a.]
[ ]	**Property Owners list** (if applicable) [34-202(a)(5)]
[ ]	**Property Owners map** (if applicable) [34-202(a)(5)]
[x]	Confirmation of **Ownership/Title Certification** [34-202(a)(3)]
[ ]	**STRAP Numbers** (if additional sheet is required) [34-202(a)(1)]
[x]	**List of Surrounding Property Owners** [34-202(a)(6)]
[x]	**Map of Surrounding Property Owners** [34-202(a)(7)]
[x]	**Mailing labels** [34-202(a)(6)]
[ ]	List of **Zoning Resolutions** and Approvals [34-202(a)8)]
[x]	Summary of **Public Informational Session** (if applicable) [34-202(a)(10)]
[ ]	**Waivers** from Application Submission Requirements
[x]	**Reason(s) for Request** [34-203(c)]
[x]	**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)]
[ ]	**Agricultural Use** Affidavit (if applicable) [34-202(b)(7)]
[ ]	Information Regarding **Proposed Blasting** (if applicable) [34-202(b)(6)]
[ ]	Mobile Home **Dislocated Owners** Information (if applicable) [34-203(d)]
[ ]	**Tall Structures Permit** (if applicable) [34-1006]

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, Melissa DeLaCruz (name), as DeLaCruz Properties LLC. (owner/title) of 22 Beth Stacey Boulevard (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.

Melissa DeLaCruz
Signature

4/15/2020
Date

**************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 04/15/2020 (date) by MELISSA DELACRUZ (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

MARIBEL MATEO SANCHEZ
MY COMMISSION # GG 176074
EXPIRES: January 17, 2022
Bonded Thru Notary Public Underwriters

Signature of Notary Public

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared Melissa DelaCruz, 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 22 Beth Stacey Boulevard 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
JUSTIN DELACRUZ	33%
TASHA DELISLE	33%
MELISSA DELACRUZ	34%

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.

Melissa DeLaCruz (DeLaCruz Properties LLC)
Property Owner

Melissa DeLaCruz (DeLaCruz Properties LLC)
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 04/15/2020 (date) by MELISSA DELACRUZ (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

MARIBEL MATEO SANCHEZ
MY COMMISSION # GG 176074
EXPIRES: January 17, 2022
Bonded Thru Notary Public Underwriters

Signature of Notary Public

REZ2020-00007 Lee County ePlan Original application received 07-20-2020

PARKWOOD III, LEHIGH ACRES SUBDIVISION

PLAT BOOK 28, PAGE 94

LEGAL DESCRIPTION

A tract or parcel of land lying in Section 31, Township 44 South, Range 27 East, Lee County, Florida, being more particularly described as follows:
Commencing at the intersection of the Northerly right-of-way line of Woodward Court and the Easterly right-of-way line of Beth Stacey Boulevard, as shown on the Plat of Parkwood III, Section 31, Township 44 South, Range 27 East, a Subdivision of LEHIGH ACRES, Lee County, Florida, recorded in Plat Book 28, at Page 94, of the Public Records of Lee County, Florida; thence South 00°20'28" West, a distance of 60.00 feet; to the Southerly right-of-way line of Woodward Court; and the Point of Beginning of the parcel of land herein described; thence North 89°45'00" East, along Woodward Court; a distance of 200.01 feet; to the Westerly right-of-way line of Yellowtail Canal extension; thence South 00°20'28" West, along said Yellowtail extension, a distance of 789.09 feet, to the South section line of said Section 31; thence South 89°45'00" West, along the South section line, a distance of 200.01 feet; to the Easterly right-of-way line of Beth Stacey Boulevard; thence North 00°20'28" East, along Beth Stacey Boulevard, a distance of 789.09 feet, to the Point of Beginning.

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE

LIS LAND SURVEYING, LLC
d.b.a. S & H Land Surveying Co.
21430 Palm Beach Blvd.
Alva, FL 33920
239-481-2366 239-481-2437(Fax)
LB1057

Charles DeGraff

Digitally signed by Charles DeGraff
DN: c=US, st=Florida, l=Debary, o=Charles DeGraff Land Surveyor, cn=Charles DeGraff, email=charles.degraff@gmail.com
Date: 2020.06.10 09:20:30 -04'00'

06/09/20

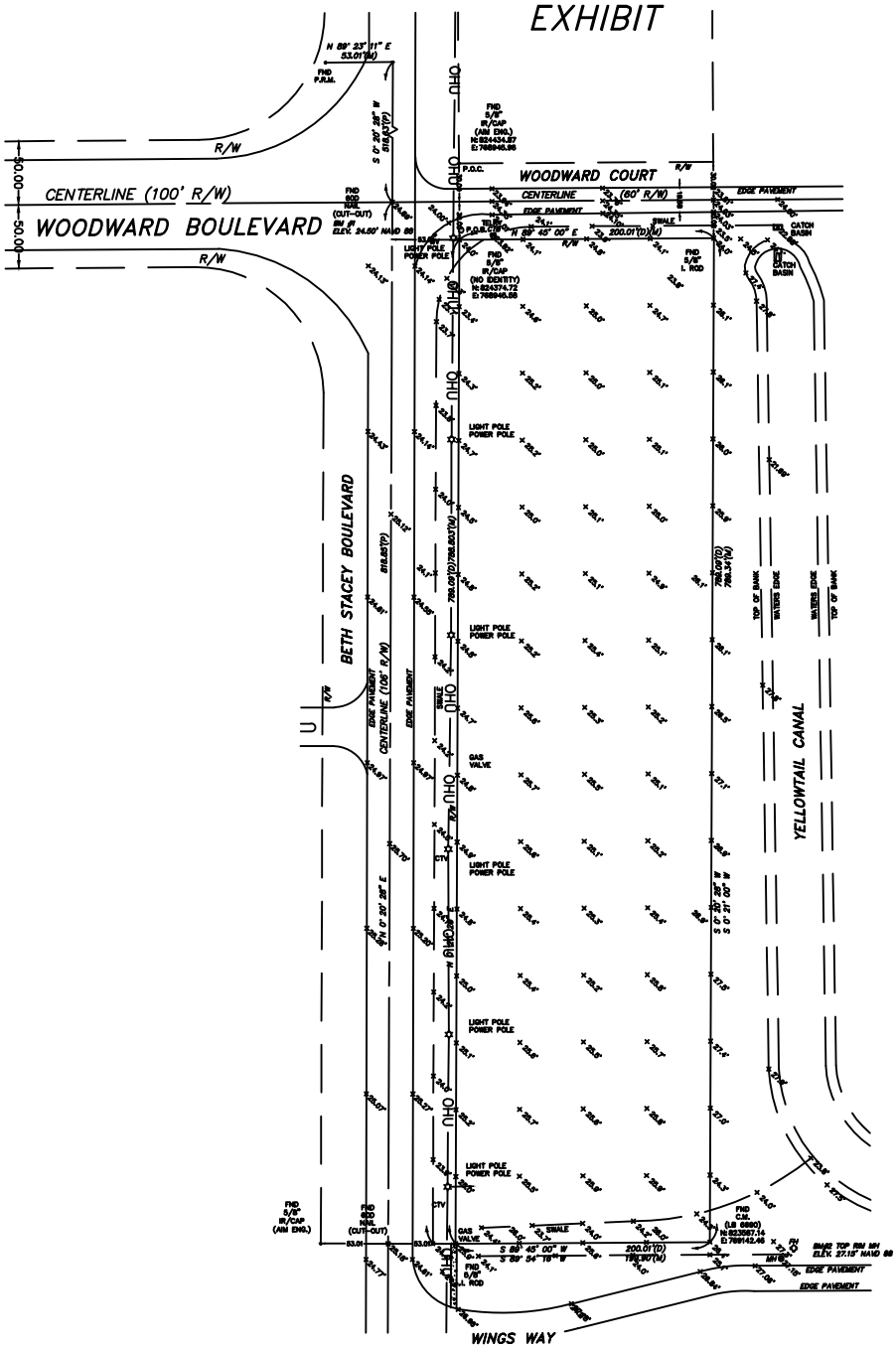
CHARLES L. DEGRAFF
REGISTERED LAND SURVEYOR PSM# 4706

JOB NO: 22665-LEGAL

PARKWOOD III, LEHIGH ACRES SUBDIVISION

PLAT BOOK 28, PAGE 94

EXHIBIT



SCALE: 1"=150'

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE.

LIS LAND SURVEYING, LLC
d.b.a. S & H Land Surveying Co.
21430 Palm Beach Blvd.
Alva, FL 33920
239-481-2366 239-481-2437(Fax)
LB1057

Charles DeGraff

Digitally signed by Charles DeGraff
DN: c=US, st=Florida, l=Debary, o=Charles DeGraff Land Surveyor, cn=Charles DeGraff, email=charles.degraff@gmail.com
Date: 2020.06.10 09:19:34 -04'00'

06/09/20

CHARLES L. DEGRAFF
REGISTERED LAND SURVEYOR PSM# 4706

JOB NO: 22665-SKETCH

REZ2020-00007 Lee County ePlan

Original application received 07-20-2020

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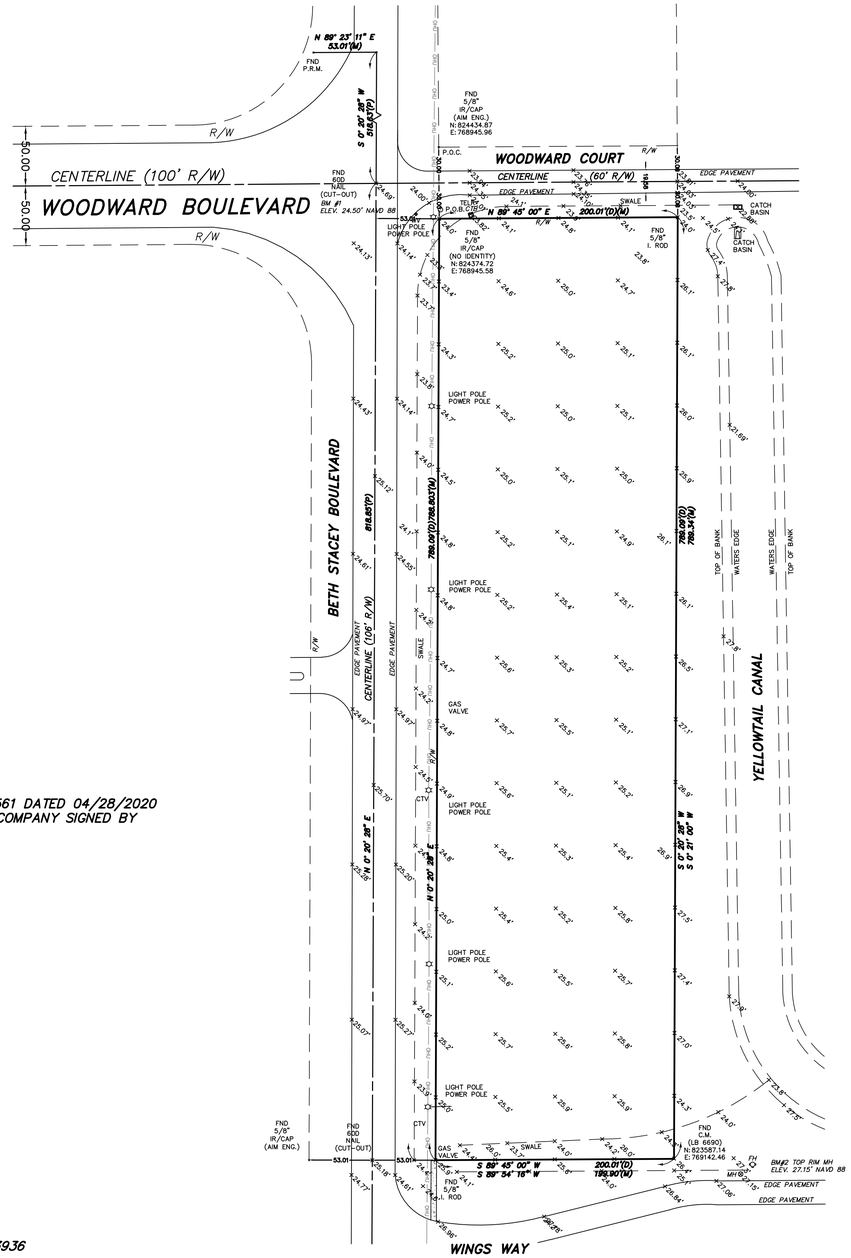
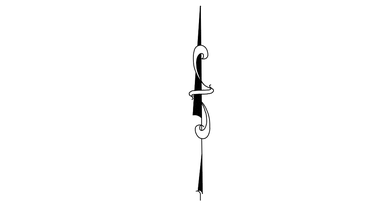
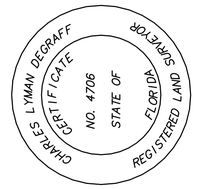
PARKWOOD III, LEHIGH ACRES SUBDIVISION

PLAT BOOK 28, PAGE 94







NOTES:

1. THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
2. DELETED
3. BEARINGS ARE BASED ON PLAT OR DEED.
4. ELEVATIONS AS SHOWN ARE BASED ON N.A.V.D. 1988 DATUM UNLESS OTHERWISE STATED.
5. ENCROACHMENTS ARE BASED ON PLAT OR DEED.
6. DELETED
7. NO DETERMINATION OF HAZARDOUS WASTE MATERIALS HAVE BEEN MADE BY THIS FIRM.
8. LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES NOT SHOWN UNLESS OTHERWISE NOTED.
9. SIGNOR LIMITS LIABILITY ONLY UP TO THE COST OF SURVEY.
10. THIS SURVEY IS PROTECTED BY COPYRIGHT AND ALL RIGHTS ARE RESERVED.
11. DELETED
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED BY ANOTHER SOURCE.

LEGEND:

(A)	– ARC LENGTH
A.C.	– AIR CONDITIONER
Ⓒ	– CABLE TV
(C)	– CALCULATED
C.B.	– CATCH BASIN
CB	– CHORD BEARING
CH	– CHORD DISTANCE
F.C.M.	– FOUND CONC. MONUMENT
(D)	– DEED
B.O.B.	– BASIS OF BEARINGS
D.E.	– DRAINAGE EASEMENT
EL.	– ELEVATION
E.O.P.	– EDGE OF PAVEMENT
F.H.	– FIRE HYDRANT
FND.	– FOUND
GV	– GATE VALVE
I.R.	– IRON ROD
G.W.	– GUY WIRE
(M)	– MEASURED
N&T	– NAIL & TAB
N.A.V.D.	– NORTH AMERICAN VERTICAL DATUM (1988)
N.T.S.	– NOT TO SCALE
(NR)	– NOT RADIAL
O.R.	– OFFICIAL RECORD
(P)	– PLAT
P.B.	– PLAT BOOK
P.C.	– POINT OF CURVATURE
P.C.C.	– POINT OF COMPOUND CURVATURE
P.C.P.	– PERMANENT CONTROL POINT
P.I.	– POINT OF INTERSECT
PG.	– PAGE
P.O.B.	– POINT OF BEGINNING
P.O.C.	– POINT OF COMMENCEMENT
P.P.	– POWER POLE
P.R.C.	– POINT OF REVERSE CURVATURE
P.R.M.	– PERMANENT REFERENCE MONUMENT
P.T.	– POINT OF TANGENCY
P.U.E.	– PUBLIC UTILITY EASEMENT
R	– RADIUS
(R)	– RADIAL
RNG.	– RANGE
R/W	– RIGHT OF WAY
SEC.	– SECTION MS. FL.
SET I.R.	– SET 1/2" IRON ROD LB1478 LB2239
S.W.	– SIDEWALK
Ⓣ	– TELEPHONE BOX
TWP.	– TOWNSHIP
U.P.	– UTILITY PEDESTAL
Ⓦ	– WATER METER
Δ	– DELTA ANGLE
	– FIRE HYDRANT
	– TEMPORARY BENCHMARK
	– CENTERLINE
	– WIRE FENCE
	– WOOD FENCE
	– OVERHEAD WIRES
	– CONCRETE PAD
5.6	– EXISTING ELEVATION
(X)	– LOT NUMBER
MHW	– MEAN HIGH WATER
MLW	– MEAN LOW WATER

COMMUNITY PANEL NUMBER: 125124 / 12071C0475F | DATE OF MAP: 08-28-08 | FLOOD ZONE: X | ELEVATION: N/A

NOTE:

BASED ON OWNERS TITLE POLICY NO.: OF6-8766561 DATED 04/28/2020 FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SIGNED BY JOHN JAY WATKINS, ESQ.

LEGAL DESCRIPTION:

22 BETH STACEY BOULEVARD, LEHIGH ACRES, FLORIDA 33936

A tract or parcel of land lying in Section 31, Township 44 South, Range 27 East, Lee County, Florida, being more particularly described as follows: Commencing at the intersection of the Northerly right-of-way line of Woodward Court and the Easterly right-of-way line of Beth Stacey Boulevard, as shown on the Plat of Parkwood III, Section 31, Township 44 South, Range 27 East, a Subdivision of LEHIGH ACRES, Lee County, Florida, recorded in Plat Book 28, at Page 94, of the Public Records of Lee County, Florida; thence South 00°20'28" West, a distance of 60.00 feet; to the Southerly right-of-way line of Woodward Court; and the Point of Beginning of the parcel of land herein described; thence North 89°45'00" East, along Woodward Court; a distance of 200.01 feet; to the Westerly right-of-way line of Yellowtail Canal extension; thence South 00°20'28" West, along said Yellowtail extension, a distance of 789.09 feet, to the South section line of said Section 31; thence South 89°45'00" West, along the South section line, a distance of 200.01 feet; to the Easterly right-of-way line of Beth Stacey Boulevard; thence North 00°20'28" East, along Beth Stacey Boulevard, a distance of 789.09 feet, to the Point of Beginning.

The seal appearing on this document was authorized by Charles DeGraff PSM 4706 on June 04, 2020..

SURVEY VALID ONLY TO THE DATE OF FIELD SURVEY SHOWN HEREON.

CERTIFIED TO:

DELACRUZ PROPERTIES, LLC

UPDATE: ADD TITLE POLICY 06/04/2020
BOUNDARY AND LOCATION SURVEY

FIELD SURVEY	11-22-18
CREW CHIEF	C. CORDISCO
DRAWN BY	J. KNORR
SCALE	1" = 60'
LIS JOB NO	22665
SHEET: 1 OF 1	DATE: 11-23-18

APPROVED
Digitally signed by Charles DeGraff
DN: c=US, st=Florida, l=Delray, o=Charles DeGraff Land Surveyor, ou=Charles DeGraff, email=charles.degraff@gmail.com
Date: 2020.06.04 12:45:22 -04'00'

Charles DeGraff

CHARLES L. DEGRAFF
REGISTERED LAND SURVEYOR NO. 4706
STATE OF FLORIDA
VALID ONLY WITH EMBOSSED SEAL

LIS Land Surveying, LLC
d.b.a. S & H Land Survey Co.
21430 Palm Beach Blvd. Alva, Fl. 33920 239-693-9244 LB1057
2572 West State Road 426 Oviedo, Fl. 32765 321-244-0402 (Fax) 321-244-9419 (Fax) LB1057

NO.	REVISIONS	DATE

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OWNER'S POLICY OF TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By C Monroe President

Attest David Wold Secretary

SERIAL

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY

Schedule A

Policy No.: **OF6-8766561**
Agent's File Reference: **HOLDING OUTFIT**
Date of Policy: **04/28/20** **03 : 18 . p.m.**
Amount of Insurance: **$185,000.00**
Premium: **$585.00**

Address Reference: **22 Beth Stacey Blvd.**
Lehigh Acres, Florida 33936

1. Name of Insured:
DELACRUZ PROPERTIES, LLC

2. The estate or interest in the Land that is insured by this policy is: **Fee Simple**

3. Title is vested in:
DELACRUZ PROPERTIES, LLC

4. The Land referred to in this policy is described as follows:

A tract or parcel of land lying in Section 31, Township 44 South, Range 27 East, Lee County, Florida, being more particularly described as follows:
Commencing at the intersection of the Northerly right-of-way line of Woodward Court and the Easterly right-of-way line of Beth Stacey Boulevard, as shown on the plat of Parkwood III, Section 31, Township 44 South, Range 27 East, a subdivision of Lehigh Acres, Lee County, Florida, recorded in Plat Book 28, at Page 94, of the Public Records of Lee County, Florida; thence South 00° 20' 28" West, a distance of 60.00 feet, to the Southerly right-of-way line of Woodward Court, and the Point of Beginning of a parcel of land herein described; thence North 89° 45' 00" East, along Woodward Court, a distance of 200.01 feet, to the Westerly right-of-way line of Yellowtail Canal Extension; thence South 00° 20' 28" West, along said Yellowtail Extension, a distance of 789.09 feet, to the South Section line of said Section 31; thence South 89° 45' 00" West, along the South Section line, a distance of 200.01 feet, to the Easterly right-of-way line of Beth Stacey Boulevard; thence North 00° 20' 28" East, along Beth Stacey Boulevard, a distance of 789.09 feet to the Point of Beginning.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

JOHN JAY WATKINS, ESQ.
ISSUING AGENT

7985
AGENT NO.

AGENT'S SIGNATURE

P.O. BOX 250
150 S. MAIN STREET, STE3
MAILING ADDRESS

LA BELLE
CITY

, Florida 33975
STATE ZIP

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

OWNER'S POLICY

Schedule B

Policy No.: **OF6-8766561** Agent's File Reference: **HOLDING OUTFIT**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes for the year of the Date of Policy and taxes or special assessments which are not shown as existing liens by the Public Records.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.

6. **Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.**
7. **Riparian and littoral rights are not insured.**
8. **Sewer and water covenants in Miscellaneous Book 58, Page 266; O.R. Book 10, Page 695; and O.R. Book 41, Page 264, Public Records of Lee County, Florida.**
9. **East County Water Control District as recorded in C.O. Book 38, Page 330, Final Judgment validating Bonds in O.R. Book 2173, Page 469, Public Records of Lee County, Florida.**
10. **Stipulated Final Judgment recorded August 7, 1992 in O.R. Book 2319, Page 1488, amended in O.R. Book 2332, Page 148 and re-recorded in O.R. Book 2385, Page 857, Public Records of Lee County, Florida.**
11. **Developer's Agreement by and between Lehigh Corporation and Cliffside Properties, Inc. and Lehigh Utilities, Inc. recorded in O.R. Book 2357, Page 2973, and Modification to Developer's Agreement recorded in O.R. Book 2551, Page 833, Assignments recorded in O.R. Book 3632, Page 1562, O.R. Book 3632, Page 1699, Public Records of Lee County, Florida.**
12. **Oil, gas, mineral, or other reservations as set forth in deed by Lehigh Corporation recorded in O.R. Book 2532, Page 2879, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein.**
13. **Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.**
14. **Rights of the lessees under unrecorded leases.**

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(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely, or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) the term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

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(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

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16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

Old Republic National Title Insurance Company

OWNER'S TITLE INSURANCE POLICY



For information about coverage or assistance in resolving complaints, call (612) 371-1111.

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

Subjects: 1 Affected: 107 Buffer: 500 Date: 6/4/2020 12:00:00 AM List Size: 108

Index	Subject	FolioId	STRAP	OwnerName	OwnerName2	MailAddress	MailAddress2	MailCity	MailState	MailZip	MailCountry	SiteNumber	SiteStreet	SiteUnit	SiteCity	SiteZip	Legal
0	TRUE	10556652	31-44-27-00-00001.0050	DELACRUZ PROPERTIES LLC		11768 PASEO GRANDE BLVD #4905		FORT MYERS	FL	33912		22	BETH STACEY BLVD		LEHIGH ACRES	33936	PAR LYING IN SW 1/4 SEC 31 TWN 44 R 27<CR>PT DESC IN INST #2010000306651 AS PAR 4
1	FALSE	10389421	31-44-27-00-00001.0000	PRESBYTERIAN HOMES OF LEHIGH A		1050 BURLINGTON AVE N		ST PETERSBURG	FL	33705		1311	WOODWARD CT		LEHIGH ACRES	33936	PAR LYING IN SW 1/4 SEC 31 TWN 44 R 27<CR>PT DESC IN INST #2010000306651 AS PAR 3
2	FALSE	10389423	31-44-27-00-00001.0030	PRESBYTERIAN VILLAS OF LEHIGH		1050 BURLINGTON AVE N		SAINT PETERSBURG	FL	33705		1300	WOODWARD CT		LEHIGH ACRES	33936	PARL IN S W 1/4 OF S E 1/4<CR>SEC 31 TWP 44 R 27 DESC IN<CR>OR 1201 PG 1187
3	FALSE	10490429	31-44-27-00-00001.0040	WOODWARD MANOR INC		1050 BURLINGTON AVE N		SAINT PETERSBURG	FL	33705		1301	WOODWARD CT		LEHIGH ACRES	33936	ALL SEC 31 LESS PLATTED PARTS <CR>+ LESS PARL 1.0030 DESC IN <CR>OR 220 PG 210 + LESS OR 4288<CR>PG 3821
4	FALSE	10556653	31-44-27-00-00001.0060	HOLDING ASSETS LLC		12 GEORGETOWN		FORT MYERS	FL	33919		128	BETH STACEY BLVD		LEHIGH ACRES	33936	PAR LYING IN SW 1/4 SEC 31 TWN 44 R 27<CR>PT DESC IN INST #2010000306651 AS PAR 2
5	FALSE	10553496	31-44-27-09-00000.B010	JALP LLC		9990 COCONUT RD # 254		BONITA SPRINGS	FL	34135		1440	CAYWOOD CIR S		LEHIGH ACRES	33936	PARKWOOD UNIT 3<CR>PB 28 PG 94<CR>POR OF PARCEL B AS DESC<CR>IN OR 4759 PG 4767
6	FALSE	10553497	31-44-27-09-00000.B020	JALP LLC		9990 COCONUT RD # 254		BONITA SPRINGS	FL	34135		1430	CAYWOOD CIR S		LEHIGH ACRES	33936	PARKWOOD UNIT 3<CR>PB 28 PG 94<CR>POR OF PARCEL B AS DESC<CR>IN OR 4759 PG 4767
7	FALSE	10553498	31-44-27-09-00000.B030	NYQUIST B ANDERS TR		1805 19TH PL #100		VERO BEACH	FL	32960			BETH STACEY BLVD		LEHIGH ACRES	33936	PARKWOOD UNIT 3<CR>PB 28 PG 94<CR>POR OF PARCEL B AS DESC<CR>IN OR 4759 PG 4767
8	FALSE	10390687	31-44-27-15-00000.00CE	WOODCREST VILLAGE H/O ASSN INC		PO BOX 384		LEHIGH ACRES	FL	33970		9733	MAPLECREST CIR		LEHIGH ACRES	33936	WOODCREST VILLAGE PH 1 + 2<CR>DESC OR 1552 PG 616 + 1689<CR>PG 3871 COMMON ELEMENTS
9	FALSE	10390727	31-44-27-15-00000.0490	MARTIN ADIELA		9781 OAKCREST CT		LEHIGH ACRES	FL	33936		9781	OAKCREST CT		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 49
10	FALSE	10390728	31-44-27-15-00000.0500	RAMPIN CHRISTIAN J J TR +		9785 OAKCREST CT		LEHIGH ACRES	FL	33936		9785	OAKCREST CT		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 50
11	FALSE	10390729	31-44-27-15-00000.0510	WOLOSZYN NORBERT		4625 232ND AVE NE		REDMOND	WA	98053		9789	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 51
12	FALSE	10390730	31-44-27-15-00000.0520	MITCHELL DAVID B + KATHRYN M		9793 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9793	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 52
13	FALSE	10390731	31-44-27-15-00000.0530	DARCH JAMES JONATHAN TR		9797 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9797	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 53
14	FALSE	10390732	31-44-27-15-00000.0540	MINER JOHN P + JOANNE L		9801 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9801	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 54
15	FALSE	10390733	31-44-27-15-00000.0550	COFFIN JAMES E		9805 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9805	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 55
16	FALSE	10390734	31-44-27-15-00000.0560	MONTI LOUIS P JR TR +		4 AUBURN ST		MARLBOROUGH	MA	1752		9809	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 56
17	FALSE	10390735	31-44-27-15-00000.0570	VERNON MRYTLE M		9808 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9808	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 57
18	FALSE	10390740	31-44-27-15-00000.0620	SALERNO LORRAINE C		9832 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9832	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 62
19	FALSE	10390745	31-44-27-15-00000.0670	TUCKER DAVID WAYNE &		9813 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9813	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 67
20	FALSE	10390746	31-44-27-15-00000.0680	DELISLE JERRY C +		9817 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9817	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 68
21	FALSE	10390747	31-44-27-15-00000.0690	SANDS IRÈNE		9821 MAPLECREST CIR		LEHIGH ACRES	FL	33936		9821	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNIT 69
22	FALSE	10390736	31-44-27-15-00000.58CE	WOODCREST VILLAGE H/O ASSN INC		PO BOX 384		LEHIGH ACRES	FL	33970		9804	MAPLECREST CIR		LEHIGH ACRES	33936	WOOD CREST VILLAGE PH II<CR>OR 1552 PG 616<CR>UNITS 58 - 66 LESS UNIT 62
23	FALSE	10390757	31-44-27-18-00000.00CE	SUNSET LAKE CONDO ASSN INC	BROADWAY ASSOC MGMT LLC	12811 KENWOOD LN STE 103		FORT MYERS	FL	33907			SUNSET LAKE CONDO C/E		LEHIGH ACRES		SUNSET LAKE CONDO<CR>DESC OR 2698 PGS 0065-0096<CR>COMMON ELEMENT
24	FALSE	10403269	06-45-27-00-00001.0010	HOPE HOSPICE AND COMMUNITY SER		9470 HEALTHPARK CIR		FORT MYERS	FL	33908		1260/1262	WINGS WAY		LEHIGH ACRES	33936	N 1/2 OF N 1/2 OF<CR>NW 1/4 OF NE 1/4<CR>LESS INST#2006-427158
25	FALSE	10462434	06-45-27-08-00000.00CE	STONE EDGE CONDO		PO BOX 416		LEHIGH ACRES	FL	33970			STONE EDGE CONDO C/E		LEHIGH ACRES	33936	STONE EDGE CONDO<CR>COMMON AREA<CR>DESC IN OR 1877 PG 0684
26	FALSE	10404451	06-45-27-09-00000.00CE	CAMELOT GARDENS CONDO	LANDEX RESORTS INTL INC	1100 HOMESTEAD RD N		LEHIGH ACRES	FL	33936			CAMELOT GARDENS C/E		LEHIGH ACRES		CAMELOT GARDENS CONDO<CR>COMMON AREA<CR>DESC OR BK 2204 PG 915
27	FALSE	10504135	06-45-27-11-00000.0170	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9051	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 17
28	FALSE	10504136	06-45-27-11-00000.0180	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9053	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 18
29	FALSE	10504137	06-45-27-11-00000.0190	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9057	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 19
30	FALSE	10504138	06-45-27-11-00000.0200	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9059	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 20
31	FALSE	10504139	06-45-27-11-00000.0210	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9063	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 21
32	FALSE	10504140	06-45-27-11-00000.0220	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9065	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 22
33	FALSE	10504141	06-45-27-11-00000.0230	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9069	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 23
34	FALSE	10504142	06-45-27-11-00000.0240	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9071	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 24
35	FALSE	10504143	06-45-27-11-00000.0250	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9075	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 25
36	FALSE	10504144	06-45-27-11-00000.0260	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9077	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 26
37	FALSE	10504145	06-45-27-11-00000.0270	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9081	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 27
38	FALSE	10504146	06-45-27-11-00000.0280	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9083	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 28
39	FALSE	10504147	06-45-27-11-00000.0290	WJHFL LLC		3300 BATTLEGROUND AVE STE 230		GREENSBORO	NC	27410		9087	AEGEAN CIR		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PGS 32-37 <CR>LOT 29
40	FALSE	10504428	06-45-27-11-0000A.00CE	VISTANNA VILLAS MASTER		11691 GATEWAY BLVD STE 203		FORT MYERS	FL	33913			RIGHT OF WAY		LEHIGH ACRES	33936	VISTANNA VILLAS <CR>PB 82 PB 32-37 <CR>TRACT A
41	FALSE	10504438	06-45-27-11-0000P.00CE	VISTANNA VILLAS MASTER		11691 GATEWAY BLVD STE 203		FORT MYERS	FL	33913			VISTANNA VILLAS C/E		LEHIGH ACRES		VISTANNA VILLAS <CR>PB 82 PB 32-37 <CR>TRACT P
42	FALSE	10390758	31-44-27-18-00001.0010	RAND RICHARD C		20 COSMOPOLITAN DR #1		LEHIGH ACRES	FL	33936		20	COSMOPOLITAN DR	1	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 1 UNIT 1
42	FALSE	10390759	31-44-27-18-00001.0020	DEMOREST LORIE A		20 COSMOPOLITAN DR UNIT 2		LEHIGH ACRES	FL	33936		20	COSMOPOLITAN DR	2	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 1 UNIT 2
42	FALSE	10390760	31-44-27-18-00001.0030	NICHOLSON JAMES		20 COSMOPOLITAN DR # 3		LEHIGH ACRES	FL	33936		20	COSMOPOLITAN DR	3	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 1 UNIT 3
42	FALSE	10390761	31-44-27-18-00001.0040	KELLOGG CODY TR		20 COSMOPOLITAN DR	#4	LEHIGH ACRES	FL	33936		20	COSMOPOLITAN DR	4	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 1 UNIT 4
42	FALSE	10390762	31-44-27-18-00001.0050	BONE RUSSELL & FRANCES L/E		25550 KINYON ST		TAYLOR	MI	48180		20	COSMOPOLITAN DR	5	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 1 UNIT 5
42	FALSE	10390763	31-44-27-18-00001.0060	BURRESS CASEY D		20 COSMOPOLITAN DR	#6	LEHIGH ACRES	FL	33936		20	COSMOPOLITAN DR	6	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 1 UNIT 6
43	FALSE	10436400	31-44-27-18-00002.0070	GAMBOA RAFAEL		24 COSMOPOLITAN DR # 7		LEHIGH ACRES	FL	33936		24	COSMOPOLITAN DR	7	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH I BLDG 2 UNIT 7
43	FALSE	10436401	31-44-27-18-00002.0080	GITY JEFREY L + KATHLEEN		12 ANGEL DR E		EAST PROVIDENCE	RI	2914		24	COSMOPOLITAN DR	8	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH I BLDG 2 UNIT 8
43	FALSE	10436402	31-44-27-18-00002.0090	PFEIFFER MARCO		24580 SILENT SPRING DR		ATHENS	AL	35613		24	COSMOPOLITAN DR	9	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH I BLDG 2 UNIT 9
43	FALSE	10436403	31-44-27-18-00002.0100	METZGER HEIMO +	FIRST LEE MARKETING	PO BOX 1508		LEHIGH ACRES	FL	33970		24	COSMOPOLITAN DR	10	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH I BLDG 2 UNIT 10
43	FALSE	10436404	31-44-27-18-00002.0110	KARR DANTE		24 COSMOPOLITAN DR # 11		LEHIGH ACRES	FL	33936		24	COSMOPOLITAN DR	11	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH I BLDG 2 UNIT 11
43	FALSE	10436405	31-44-27-18-00002.0120	RLA INVESTMENT GROUP LLC		4312 WATERCOLOR WAY		FORT MYERS	FL	33966		24	COSMOPOLITAN DR	12	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH I BLDG 2 UNIT 12
44	FALSE	10441619	31-44-27-18-00003.0013	TEH KIM HONG +		16 HOMESTEAD RD N		LEHIGH ACRES	FL	33936		28	COSMOPOLITAN DR	13	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 3 UNIT 13
44	FALSE	10441620	31-44-27-18-00003.0014	MCDONOUGH DONALD & DEBBIE		28 COSMOPOLITAN DR #14		LEHIGH ACRES	FL	33936		28	COSMOPOLITAN DR	14	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 3 UNIT 14
44	FALSE	10441621	31-44-27-18-00003.0015	SERKEBAYEVA IRINA	DIMA KRIEGER	14507 ABACO LAKES DR # 206		FORT MYERS	FL	33908		28	COSMOPOLITAN DR	15	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 3 UNIT 15
44	FALSE	10441622	31-44-27-18-00003.0016	MARTIN RICHARD +		28 COSMOPOLITAN DR # 16		LEHIGH ACRES	FL	33936		28	COSMOPOLITAN DR	16	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 3 UNIT 16
44	FALSE	10441623	31-44-27-18-00003.0017	GODIN FRANK &		28 COSMOPOLITAN DR #17		LEHIGH ACRES	FL	33936		28	COSMOPOLITAN DR	17	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 3 UNIT 17
44	FALSE	10441624	31-44-27-18-00003.0018	SNYDER CHARLENE TR		678 MIRROR LAKES CT		LEHIGH ACRES	FL	33974		28	COSMOPOLITAN DR	18	LEHIGH ACRES	33936	SUNSET LAKE CONDO<CR>DESC OR BK 2698 PG 0065<CR>PH 1 BLDG 3 UNIT 18
45	FALSE	10442903	31-44-27-18-00004.0019	CHUKWURAH EDMUND		2208 SADDLEBILL CT		NORTH LAS VEGAS	NV	89084		32	COSMOPOLITAN DR	19	LEHIGH ACRES	33936	SUNSET LAKE CONDO <CR>DESC IN OR 2698 PG 65 <CR>PH 1 BLDG 4 UNIT 19
45	FALSE	10442904	31-44-27-18-00004.0020	HM LINTON IRA LLC	SUSAN LINTON	719 THEODORE VAIL ST E		LEHIGH ACRES	FL	33974		32	COSMOPOLITAN DR	20	LEHIGH ACRES	33936	SUNSET LAKE CONDO <CR>DESC IN OR 2698 PG 65 <CR>PH 1 BLDG 4 UNIT 20
45	FALSE	10442905	31-44-27-18-00004.0021	CHUKWURAH EDMUND		2208 SADDLEBILL CT		NORTH LAS VEGAS	NV	89084		32	COSMOPOLITAN DR	21	LEHIGH ACRES	33936	SUNSET LAKE CONDO <CR>DESC IN OR 2698 PG 65 <CR>PH 1 BLDG 4 UNIT 21
45	FALSE	10442906	31-44-27-18-00004.0022	HM LINTON IRA LLC	SUSAN LINTON	719 THEODORE VAIL ST E		LEHIGH ACRES	FL	33974		32	COSMOPOLITAN DR	22	LEHIGH ACRES	33936	SUNSET LAKE CONDO <CR>DESC IN OR 2698 PG 65 <CR>PH 1 BLDG 4 UNIT 22
45	FALSE	10442907	31-44-27-18-00004.0023	RCM TRUST		1200 BRICKELL AVE STE 1950		MIAMI	FL	33131		32	COSMOPOLITAN DR	23	LEHIGH ACRES	33936	SUNSET LAKE CONDO <CR>DESC IN OR 2698 PG 65 <CR>PH 1 BLDG 4 UNIT 23
45	FALSE	10442908	31-44-27-18-00004.0024	CHUKWURAH EDMUND		2208 SADDLEBILL CT		NORTH LAS VEGAS	NV	89084		32	COSMOPOLITAN DR	24	LEHIGH ACRES	33936	SUNSET LAKE CONDO <CR>DESC IN OR 2698 PG 65 <CR>PH 1 BLDG 4 UNIT 24
46	FALSE	10404420	06-45-27-08-0000A.1010	STONE WADE M		10 BETH STACEY BLVD #101		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	101	LEHIGH ACRES	33936	STONE EDGE CONDO<CR>OR 1877 PG 0684<CR>UNIT 101 BLDG A
46	FALSE	10404421	06-45-27-08-0000A.1020	HIRSCH MICHAEL M		10 BETH STACEY BLVD APT 102		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	102	LEHIGH ACRES	33936	STONE EDGE CONDO<CR>OR 1877 PG 0684<CR>UNIT 102 BLDG A
46	FALSE	10404422	06-45-27-08-0000A.1030	FARAG MARILYN S +		10 BETH STACEY BLVD #103		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	103	LEHIGH ACRES	33936	STONE EDGE CONDO<CR>OR 1877 PG 0684<CR>UNIT 103 BLDG A
46	FALSE	10404423	06-45-27-08-0000A.2010	JENNINGS WILLIAM E + DIANA S		10 BETH STACEY BLVD APT 201A		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	201	LEHIGH ACRES	33936	STONE EDGE CONDO<CR>OR 1877 PG 0684<CR>UNIT 201 BLDG A
46	FALSE	10404424	06-45-27-08-0000A.2020	RAHIM EUNICE	J ANGEL	225 OAKSIDE ST		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	202	LEHIGH ACRES	33936	STONE EDGE CONDO<CR>OR 1877 PG 0684<CR>UNIT 202 BLDG A
46	FALSE	10404425	06-45-27-08-0000A.2030	HENLEY RICHARD L TR +		302 LOUANN DR		MOUNTAIN HOME	AR	72653		10	BETH STACEY BLVD	203	LEHIGH ACRES	33936	STONE EDGE CONDO<CR>OR 1877 PG 0684<CR>UNIT 203 BLDG A
47	FALSE	10404426	06-45-27-08-0000B.1040	MENDOLA JOAN A		400 MAIN ST		CHATHAM	NJ	7928		10	BETH STACEY BLVD	104	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 104
47	FALSE	10404427	06-45-27-08-0000B.1050	BARANEK CELESTE A & MARK J		2000 S SHERIDAN ST		BAY CITY	MI	48708		10	BETH STACEY BLVD	105	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 105
47	FALSE	10404428	06-45-27-08-0000B.1060	STERK DIRK LUCIEN + HUBERTINA		79 MOREAU PKY		TINY	ON	L9M 0H3	CANADA	10	BETH STACEY BLVD	106	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 106
47	FALSE	10404429	06-45-27-08-0000B.1070	ROMAN DIANA		10 BETH STACEY BLVD # 107		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	107	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 107
47	FALSE	10404430	06-45-27-08-0000B.1080	WARD JEFFREY L + BECKY L		6981 HIGHLAND PARK CIR		FORT MYERS	FL	33966		10	BETH STACEY BLVD	108	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 108
47	FALSE	10404431	06-45-27-08-0000B.1090	KILBRIDE DAVID + JANET L/E		7412 STATE ROUTE 113		BERLIN HEIGHTS	OH	44814		10	BETH STACEY BLVD	109	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 109
47	FALSE	10404432	06-45-27-08-0000B.2040	CHERRINGTON-CUCORE JANET		201 PRAIRIE LANE		JANESVILLE	MN	56048		10	BETH STACEY BLVD	204	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 204
47	FALSE	10404433	06-45-27-08-0000B.2050	LAZZARO NICK		10 BETH STACEY BLVD #205		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	205	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 205
47	FALSE	10404434	06-45-27-08-0000B.2060	ALEJANDRO MARCOS G TR		6550 PLANTATION CIR N		FORT MYERS	FL	33966		10	BETH STACEY BLVD	206	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 206
47	FALSE	10404435	06-45-27-08-0000B.2070	ROSA FERNANDO & NIRSA LEAL		3915 1ST ST W		LEHIGH ACRES	FL	33971		10	BETH STACEY BLVD	207	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 207
47	FALSE	10404436	06-45-27-08-0000B.2080	DAVIS RONALD J + ANTOINETTE M		10 BETH STACEY BLVD #208		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	208	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 208
47	FALSE	10404437	06-45-27-08-0000B.2090	CARTY GARRY D + KAREN E		1555 WHITTON RD RR3		HORTON	ON	K7V 3Z6	CANADA	10	BETH STACEY BLVD	209	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG B UNIT 209
48	FALSE	10404438	06-45-27-08-0000C.1100	KATH MARILYN J		10 BETH STACEY BLVD #110		LEHIGH ACRES	FL	33936		10	BETH STACEY BLVD	110	LEHIGH ACRES	33936	STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 110

48	FALSE	10404439	06-45-27-08-0000C.1110	NURRE NEIL	214 N BLACK EAGLE DR		MANKATO	MN	56001	10	BETH STACEY BLVD	111	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 111
48	FALSE	10404440	06-45-27-08-0000C.1120	MOORI VIRGINIA MASIAS	10 BETH STACEY BLVD #112		LEHIGH ACRES	FL	33936	10	BETH STACEY BLVD	112	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 112
48	FALSE	10404441	06-45-27-08-0000C.1130	RODRIGUEZ CONCEPCION	10 BETH STACEY BLVD #C113		LEHIGH ACRES	FL	33936	10	BETH STACEY BLVD	113	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 113
48	FALSE	10404442	06-45-27-08-0000C.1140	RAMNATH SUBHADRA	10 BETH STACEY BLVD #114		LEHIGH ACRES	FL	33936	10	BETH STACEY BLVD	114	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 114
48	FALSE	10404443	06-45-27-08-0000C.1150	ABELL MARY E	10 BETH STACEY BLVD APT 115		LEHIGH ACRES	FL	33936	10	BETH STACEY BLVD	115	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 115
48	FALSE	10404444	06-45-27-08-0000C.2100	BAJDA JOHN & MAJDA	397 PETERSON LN		MCGREGOR	MN	55760	10	BETH STACEY BLVD	210	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 210
48	FALSE	10404445	06-45-27-08-0000C.2110	KIRK VALERIE	31 DRUMSO ST		OTTOWA	ON	K1T 3X9 CANADA	10	BETH STACEY BLVD	211	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 211
48	FALSE	10404446	06-45-27-08-0000C.2120	GORDON GLORIA J L/E	327 SENECCA FALLS DR		APOLLO BEACH	FL	33572	10	BETH STACEY BLVD	212	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 212
48	FALSE	10404447	06-45-27-08-0000C.2130	TAYLOR LINDA	10 BETH STACEY BLVD # C213		LEHIGH ACRES	FL	33936	10	BETH STACEY BLVD	213	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 213
48	FALSE	10404448	06-45-27-08-0000C.2140	DAVIS FLOYD G	10 BETH STACEY BLVD #214		LEHIGH ACRES	FL	33936	10	BETH STACEY BLVD	214	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 214
48	FALSE	10404449	06-45-27-08-0000C.2150	VOTH DELBERT D +	1498 FIRELANE 2		PORT COLBORNE	ON	L3K 5V3 CANADA	10	BETH STACEY BLVD	215	LEHIGH ACRES	33936 STONE EDGE<CR>OR 1877 PG 0684<CR>BLDG C UNIT 215
49	FALSE	10404464	06-45-27-09-0000B.1070	GEORGIAN BAY PROPERTIES LLC	286 SHARPE LINE		CAVAN	ON	L0A 1C0 CANADA	59	CAMELOT GARDENS BLVD	107	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 107
49	FALSE	10404465	06-45-27-09-0000B.1080	HARDING IAN + ARLENE	113 EDWARD AVE		LEHIGH ACRES	FL	33936	59	CAMELOT GARDENS BLVD	108	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 108
49	FALSE	10404466	06-45-27-09-0000B.1090	RIFFE CHARLES E + ROZETTA	1693 ELLIOTT AVE		ASHLAND	KY	41102	59	CAMELOT GARDENS BLVD	109	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 109
49	FALSE	10404467	06-45-27-09-0000B.1100	SILVIA LINDA A	2504 7TH ST W		LEHIGH ACRES	FL	33971	59	CAMELOT GARDENS BLVD	110	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 110
49	FALSE	10404468	06-45-27-09-0000B.1110	GEORGIAN BAY PROPERTIES LLC	286 SHARPE LINE		CAVAN	ON	L0A 1C0 CANADA	59	CAMELOT GARDENS BLVD	111	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 111
49	FALSE	10404469	06-45-27-09-0000B.1120	SHAW RALPH + JOANNE	75 SHADYBROOK CRES		GUELPH	ON	N1G 3H6 CANADA	59	CAMELOT GARDENS BLVD	112	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 112
49	FALSE	10404470	06-45-27-09-0000B.2070	MILENKEVICH LYNN +	5317 DUNMORE DR		DAYTON	OH	45459	59	CAMELOT GARDENS BLVD	207	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 207
49	FALSE	10404471	06-45-27-09-0000B.2080	BEDNAREK ROBERT R	59 CAMELOT GARDENS BLVD #208		LEHIGH ACRES	FL	33936	59	CAMELOT GARDENS BLVD	208	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 208
49	FALSE	10404472	06-45-27-09-0000B.2090	TISCHOFER BRUCE	59 CAMELOT GARDENS BLVD	#209	LEHIGH ACRES	FL	33936	59	CAMELOT GARDENS BLVD	209	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 209
49	FALSE	10404473	06-45-27-09-0000B.2100	VELAZQUEZ LUCIA	59 CAMELOT GARDENS BLVD #210		LEHIGH ACRES	FL	33936	59	CAMELOT GARDENS BLVD	210	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 210
49	FALSE	10404474	06-45-27-09-0000B.2110	POGGENSEE GERHARD +	59 CAMELOT GARDENS BLVD # 211		LEHIGH ACRES	FL	33936	59	CAMELOT GARDENS BLVD	211	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 211
49	FALSE	10404475	06-45-27-09-0000B.2120	SARGENT TERRY + SANDRA	15 HALESMANOR CT		GUELPH	ON	N1G 4E1 CANADA	59	CAMELOT GARDENS BLVD	212	LEHIGH ACRES	33936 CAMELOT GARDENS CONDO<CR>OR 2204 PG 3915<CR>BLDG B UNIT 212

PRESBYTERIAN HOMES OF LEHIGH A
1050 BURLINGTON AVE N
ST PETERSBURG FL 33705

PRESBYTERIAN VILLAS OF LEHIGH
1050 BURLINGTON AVE N
SAINT PETERSBURG FL 33705

WOODWARD MANOR INC
1050 BURLINGTON AVE N
SAINT PETERSBURG FL 33705

HOLDING ASSETS LLC
12 GEORGETOWN
FORT MYERS FL 33919

JALP LLC
9990 COCONUT RD # 254
BONITA SPRINGS FL 34135

JALP LLC
9990 COCONUT RD # 254
BONITA SPRINGS FL 34135

NYQUIST B ANDERS TR
1805 19TH PL #100
VERO BEACH FL 32960

WOODCREST VILLAGE H/O ASSN INC
PO BOX 384
LEHIGH ACRES FL 33970

MARTIN ADIELA
9781 OAKCREST CT
LEHIGH ACRES FL 33936

RAMPIN CHRISTIAN J J TR +
9785 OAKCREST CT
LEHIGH ACRES FL 33936

WOLOSZYN NORBERT
4625 232ND AVE NE
REDMOND WA 98053

MITCHELL DAVID B + KATHRYN M
9793 MAPLECREST CIR
LEHIGH ACRES FL 33936

DARCH JAMES JONATHAN TR
9797 MAPLECREST CIR
LEHIGH ACRES FL 33936

MINER JOHN P + JOANNE L
9801 MAPLECREST CIR
LEHIGH ACRES FL 33936

COFFIN JAMES E
9805 MAPLECREST CIR
LEHIGH ACRES FL 33936

MONTI LOUIS P JR TR +
4 AUBURN ST
MARLBOROUGH MA 01752

VERNON MRYTLE M
9808 MAPLECREST CIR
LEHIGH ACRES FL 33936

SALERNO LORRAINE C
9832 MAPLECREST CIR
LEHIGH ACRES FL 33936

TUCKER DAVID WAYNE &
9813 MAPLECREST CIR
LEHIGH ACRES FL 33936

DELISLE JERRY C +
9817 MAPLECREST CIR
LEHIGH ACRES FL 33936

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SANDS IRENE
9821 MAPLECREST CIR
LEHIGH ACRES FL 33936

SUNSET LAKE CONDO ASSN INC
BROADWAY ASSOC MGMT LLC
12811 KENWOOD LN STE 103
FORT MYERS FL 33907

STONE EDGE CONDO
PO BOX 416
LEHIGH ACRES FL 33970

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
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GREENSBORO NC 27410

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GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WOODCREST VILLAGE H/O ASSN INC
PO BOX 384
LEHIGH ACRES FL 33970

HOPE HOSPICE AND COMMUNITY SER
9470 HEALTHPARK CIR
FORT MYERS FL 33908

CAMELOT GARDENS CONDO
LANDEX RESORTS INTL INC
1100 HOMESTEAD RD N
LEHIGH ACRES FL 33936

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

WJHFL LLC
3300 BATTLEGROUND AVE STE 230
GREENSBORO NC 27410

VISTANNA VILLAS MASTER
11691 GATEWAY BLVD STE 203
FORT MYERS FL 33913

VISTANNA VILLAS MASTER
11691 GATEWAY BLVD STE 203
FORT MYERS FL 33913

DEMOREST LORIE A
20 COSMOPOLITAN DR UNIT 2
LEHIGH ACRES FL 33936

KELLOGG CODY TR
20 COSMOPOLITAN DR #4
LEHIGH ACRES FL 33936

BURRESS CASEY D
20 COSMOPOLITAN DR #6
LEHIGH ACRES FL 33936

GITY JEFREY L + KATHLEEN
12 ANGEL DR E
EAST PROVIDENCE RI 02914

METZGER HEIMO +
FIRST LEE MARKETING
PO BOX 1508
LEHIGH ACRES FL 33970

RLA INVESTMENT GROUP LLC
4312 WATERCOLOR WAY
FORT MYERS FL 33966

MCDONOUGH DONALD & DEBBIE
28 COSMOPOLITAN DR #14
LEHIGH ACRES FL 33936

MARTIN RICHARD +
28 COSMOPOLITAN DR # 16
LEHIGH ACRES FL 33936

SNYDER CHARLENE TR
678 MIRROR LAKES CT
LEHIGH ACRES FL 33974

RAND RICHARD C
20 COSMOPOLITAN DR #1
LEHIGH ACRES FL 33936

NICHOLSON JAMES
20 COSMOPOLITAN DR # 3
LEHIGH ACRES FL 33936

BONE RUSSELL & FRANCES L/E
25550 KINYON ST
TAYLOR MI 48180

GAMBOA RAFAEL
24 COSMOPOLITAN DR # 7
LEHIGH ACRES FL 33936

PFEIFFER MARCO
24580 SILENT SPRING DR
ATHENS AL 35613

KARR DANTE
24 COSMOPOLITAN DR # 11
LEHIGH ACRES FL 33936

TEH KIM HONG +
16 HOMESTEAD RD N
LEHIGH ACRES FL 33936

SERKEBAYEVA IRINA
DIMA KRIEGER
14507 ABACO LAKES DR # 206
FORT MYERS FL 33908

GODIN FRANK &
28 COSMOPOLITAN DR #17
LEHIGH ACRES FL 33936

CHUKWURAH EDMUND
2208 SADDLEBILL CT
NORTH LAS VEGAS NV 89084

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HM LINTON IRA LLC
SUSAN LINTON
719 THEODORE VAIL ST E
LEHIGH ACRES FL 33974

HM LINTON IRA LLC
SUSAN LINTON
719 THEODORE VAIL ST E
LEHIGH ACRES FL 33974

CHUKWURAH EDMUND
2208 SADDLEBILL CT
NORTH LAS VEGAS NV 89084

HIRSCH MICHAEL M
10 BETH STACEY BLVD APT 102
LEHIGH ACRES FL 33936

JENNINGS WILLIAM E + DIANA S
10 BETH STACEY BLVD APT 201A
LEHIGH ACRES FL 33936

HENLEY RICHARD L TR +
302 LOUANN DR
MOUNTAIN HOME AR 72653

BARANEK CELESTE A & MARK J
2000 S SHERIDAN ST
BAY CITY MI 48708

ROMAN DIANA
10 BETH STACEY BLVD # 107
LEHIGH ACRES FL 33936

KILBRIDE DAVID + JANET L/E
7412 STATE ROUTE 113
BERLIN HEIGHTS OH 44814

LAZZARO NICK
10 BETH STACEY BLVD #205
LEHIGH ACRES FL 33936

CHUKWURAH EDMUND
2208 SADDLEBILL CT
NORTH LAS VEGAS NV 89084

RCM TRUST
1200 BRICKELL AVE STE 1950
MIAMI FL 33131

STONE WADE M
10 BETH STACEY BLVD #101
LEHIGH ACRES FL 33936

FARAG MARILYN S +
10 BETH STACEY BLVD #103
LEHIGH ACRES FL 33936

RAHIM EUNICE
J ANGEL
225 OAKSIDE ST
LEHIGH ACRES FL 33936

MENDOLA JOAN A
400 MAIN ST
CHATHAM NJ 07928

STERK DIRK LUCIEN + HUBERTINA
79 MOREAU PKY
TINY ON L9M 0H3
CANADA

WARD JEFFREY L + BECKY L
6981 HIGHLAND PARK CIR
FORT MYERS FL 33966

CHERRINGTON-CUCORE JANET
201 PRAIRIE LANE
JANESVILLE MN 56048

ALEJANDRO MARCOS G TR
6550 PLANTATION CIR N
FORT MYERS FL 33966

ROSA FERNANDO & NIRSA LEAL
3915 1ST ST W
LEHIGH ACRES FL 33971

CARTY GARRY D + KAREN E
1555 WHITTON RD RR3
HORTON ON K7V 3Z6
CANADA

NURRE NEIL
214 N BLACK EAGLE DR
MANKATO MN 56001

RODRIGUEZ CONCEPCION
10 BETH STACEY BLVD #C113
LEHIGH ACRES FL 33936

ABELL MARY E
10 BETH STACEY BLVD APT 115
LEHIGH ACRES FL 33936

KIRK VALERIE
31 DRUMSO ST
OTTOWA ON K1T 3X9
CANADA

TAYLOR LINDA
10 BETH STACEY BLVD # C213
LEHIGH ACRES FL 33936

VOTH DELBERT D +
1498 FIRELANE 2
PORT COLBORNE ON L3K 5V3
CANADA

HARDING IAN + ARLENE
113 EDWARD AVE
LEHIGH ACRES FL 33936

SILVIA LINDA A
2504 7TH ST W
LEHIGH ACRES FL 33971

DAVIS RONALD J + ANTOINETTE M
10 BETH STACEY BLVD #208
LEHIGH ACRES FL 33936

KATH MARILYN J
10 BETH STACEY BLVD #110
LEHIGH ACRES FL 33936

MOORI VIRGINIA MASIAS
10 BETH STACEY BLVD #112
LEHIGH ACRES FL 33936

RAMNATH SUBHADRA
10 BETH STACEY BLVD #114
LEHIGH ACRES FL 33936

BAJDA JOHN & MAJDA
397 PETERSON LN
MCGREGOR MN 55760

GORDON GLORIA J L/E
327 SENECCA FALLS DR
APOLLO BEACH FL 33572

DAVIS FLOYD G
10 BETH STACEY BLVD #214
LEHIGH ACRES FL 33936

GEORGIAN BAY PROPERTIES LLC
286 SHARPE LINE
CAVAN ON L0A 1C0
CANADA

RIFFE CHARLES E + ROZETTA
1693 ELLIOTT AVE
ASHLAND KY 41102

GEORGIAN BAY PROPERTIES LLC
286 SHARPE LINE
CAVAN ON L0A 1C0
CANADA

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SHAW RALPH + JOANNE
75 SHADYBROOK CRES
GUELPH ON N1G 3H6
CANADA

MILENKEVICH LYNN +
5317 DUNMORE DR
DAYTON OH 45459

BEDNAREK ROBERT R
59 CAMELOT GARDENS BLVD #208
LEHIGH ACRES FL 33936

TISCHOFER BRUCE
59 CAMELOT GARDENS BLVD #209
LEHIGH ACRES FL 33936

VELAZQUEZ LUCIA
59 CAMELOT GARDENS BLVD #210
LEHIGH ACRES FL 33936

POGGENSEE GERHARD +
59 CAMELOT GARDENS BLVD # 211
LEHIGH ACRES FL 33936

SARGENT TERRY + SANDRA
15 HALESMANOR CT
GUELPH ON N1G 4E1
CANADA

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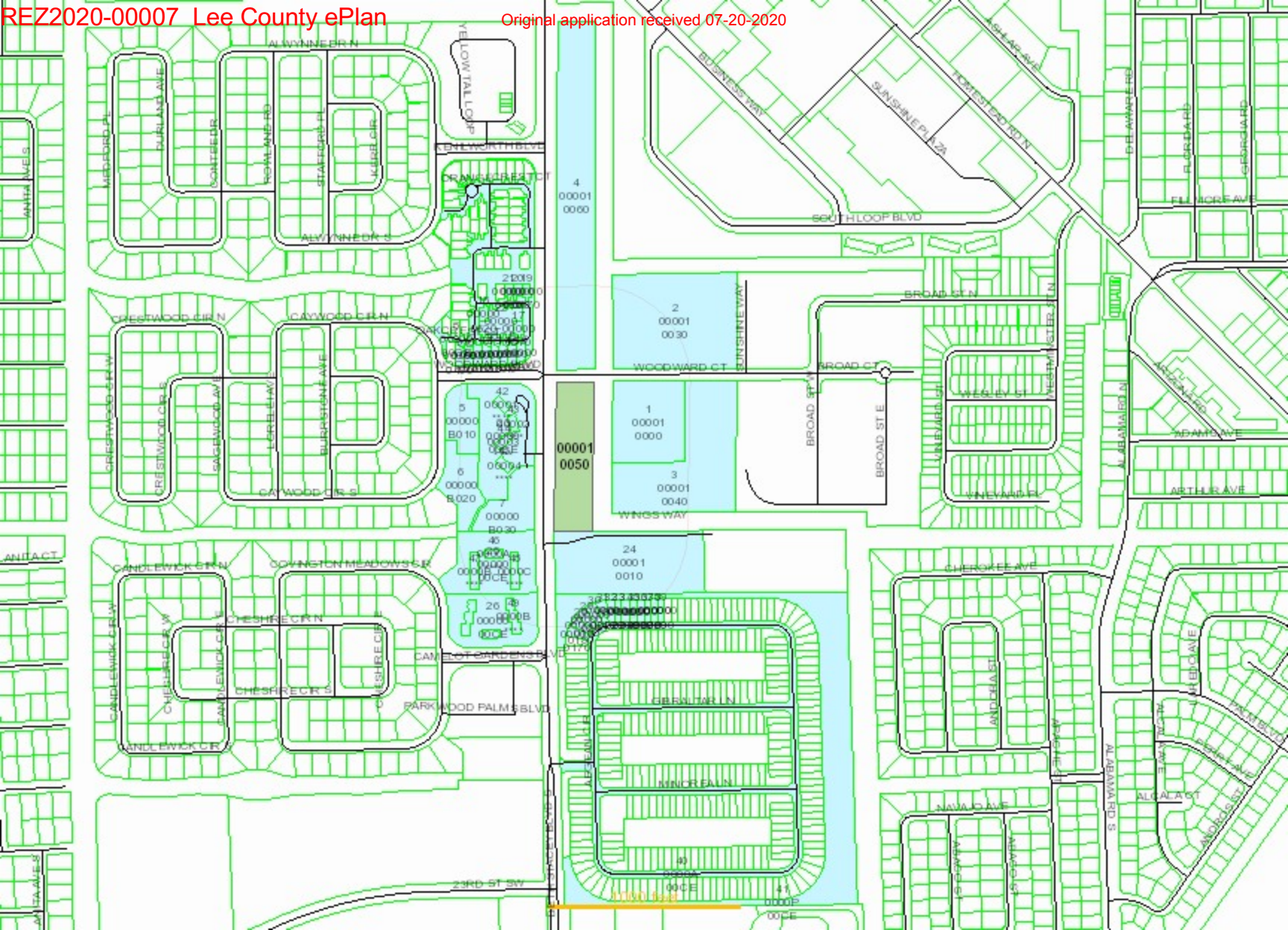

22 Beth Stacey Boulevard
STRAP 31-44-27-00-00001.0050

Summary of Public Informational Session

Date of public meeting: July 6, 2020, 6:00 PM
Location: Regularly scheduled Lehigh Acres Community Council meeting
Remotely via Zoom

A brief presentation of the subject property being in the Central Urban Land Use Category, the Mixed Use Overlay of the LeePlan Special Treatment Areas, and the Lehigh Acres Community Plan Commercial Overlay Zone and the proposed conventional rezoning of the subject property from multi-family RM-2 to commercial/mixed-use C-2 was made by R J (Buck) Ward of Spectrum Engineering, Inc.

Mr. Chuck Edwards expressed his approval of the rezoning from RM-2 to C-2.

Mr. Will Bronson approved the change to mixed use.

No other comments were made by members of the council or by members of the public.

The preceding is based on the notes and recollection of R J (Buck) Ward of Spectrum Engineering, Inc.

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Farm Share From page 1

the high resident turnout during May's distribution event.

"Sen. Benacquisto has really led the way in the Farm Share events and the ability to host these two food distributions back-to-back was made possible due to her strong relationship with Farm Share. I would like to thank her on behalf of myself and my district. I can't say enough good things about her. If I can do half the things she has done in her tenure to help the community, I will be happy," Roach said.

On Facebook, Benacquisto shared that this Farm Share event provided free food to more than 400 families. She went on to thank Rep. Ray Rodrigues, the School District of Lee County, the Lehigh Acres Fire District, Lehigh Senior High and Roach for their involvement and work towards a positive volunteer event that helped feed families in SWFL.

According to Roach, the second food distribution was extremely busy, which means additional support is needed.

"My call volume has decreased somewhat as the DEO has begun to get things back on track in regards to the unemployment system, but there is still a great need in the community. We served a total of 394 cars, and definitely even more families, during the morning. We ran out of food again," Roach said. "I'm all about trying to do these as frequently as we can to support the community. I wish we could do them every day but there are resource limitations."

As far as Roach is concerned, North Fort Myers and Lehigh Acres remain two of the communities most in need and he will continue to focus on those areas.

Lehigh Senior High School is located at 901 Gunnery Road N., Lehigh Acres

Letters

From page 4

The new abnormal

To the editor:

Originally masks were about lowering the curve. The curve has successfully been lowered. Now the CDC is lumping positive COVID-19 viral and antibody tests together, combining the numbers could make America's diagnostic testing capabilities and testing rates appear higher than they actually are. Also, this no longer has anything to do with protecting your neighbor. If you or your neighbor are sick, you should stay home. Masks have everything to do with control.

Notice how people wearing masks avoid eye contact and look away as they walk past you in a retail business. We are being conditioned to de-socialize and alienate one another. Now they have changed from "masks" to "face coverings." More nonsense.

These "face coverings" prevent observation of facial expressions so important during speech and the face to face exchange of ideas between humans. For the Politicians these masks are about fear. Fear is a method of control. We are being told to report supposedly offending individuals to the authorities.

This is your new abnormal. With masking most people are now conditioned to wear a mask, in the car, streets, jogging, biking, etc. People are saying that they are going to keep wearing a mask for the next year! Ignorance is bliss. Like Pavlov and his dog, conditioning works wonders.

Lou Walker
Cape Coral

Tell us what you think.
Share your opinion at: lehighacrescitizen.com

PUBLIC NOTICE

A public hearing held by the Lehigh Acres Community Council will be July 6, 2020 at 6:00 PM. The location is Lee County Sheriff's Community meeting room at Lee County Sheriff's sub station on Homestead Rd. Lehigh Acres, Fl. 33936

Purpose:
Strap #31-44-27-00-0000.0050
Changing from rm2 to c2 (central urban)
22 Beth Stacey Blvd 33936

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• PRESSURE WASH
• STAMP CONCRETE COLOR & SEALING
• DRIVEWAY DRAINING SYSTEMS


REZ2020-00007 Lee County ePlan
Original application received 07-24-2020

Find a participant

BW Buck Ward (Me)

Tony DAngelo (Host)

Katie Heck

C chuck

R Robert

L Lehigh

MD Melissa DeLaCruz & Justin

WB Will Bronson

Y yepramdervahanian

A akelly

D Danielle

D Donna

G George

IN Iracema Naranjo

JF James Fellabaum

L Lehigh

MD Melissa DeLaCruz & Justin

WB Will Bronson

Y yepramdervahanian

A akelly

D Danielle

D Donna

G George

IN Iracema Naranjo

JF James Fellabaum

MB Melissa Bill Restrepo

SA Sindyl Ayala

TW Tyler Woodby

VO Vanessa Ouimette

D DeWitt

DG DeWitt Green

Invite Unmute Me Raise Hand

PART 4
ACTION REQUESTED

A. Reasons for request:

The applicant requests rezoning of the subject property from RM-2 to C-2. The applicant seeks a mixed-use zoning district in accordance with the tenets of the Mixed Use Overlay, within which it lies.

The subject property, 22 Beth Stacey Boulevard, is a vacant parcel of approximately 3.6 acres with frontage on the east side of Beth Stacey Boulevard and on the south side of Woodward Court in central Lehigh Acres. The property is bounded on its east side by Yellowtail Canal. On the south side of the subject property there is a private lane, Wings Way, that provides access to a Hope Hospice facility. The properties north, south and east of the subject property are also within the Mixed Used Overlay.

The subject property, by virtue of being in the Mixed Use Overlay, has been identified as being desirable for mixed uses that are:
1. Located within the extended pedestrian shed of established transit routes; and,
2. Distinct pedestrian and automobile connections to adjacent uses can be achieved without accessing [major] arterial roadways; and,
3. Located within the Intensive Development, Central Urban, or Urban Community future land use categories; and,
4. Availability of adequate public facilities and infrastructure.
5. Will not intrude into predominately single-family residential neighborhoods.

Rezoning of the subject property from RM-2 to C-2 will allow the development of the property to integrate multiple land uses, public amenities and utilities in order to provide:
· Diversified land development;
·A variety of housing types;
· Greater connectivity between housing, workplaces, retail businesses, and other destinations;
· Increased transit service, internal trip capture, and reduced travel distance;
· Pedestrian and bicycle-friendly environments.

Rezoning of the subject property to C-2 complies with the LeePlan, and in particular the following goals, objectives, and policies:

Policy 1.1.3: *The Central Urban areas can best be 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 portions 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 Objective 11.1, where appropriate....

The subject property is in the Central Urban land use category on the Lee Plan Future Land Use Map. This policy encourages future development in the Central Urban land use category to be developed as a mixed-use. The current zoning RM-2 district does not permit mixed uses.

Goal 2: ***GROWTH MANAGEMENT.*** *To provide for an economically feasible plan which coordinates the location and timing of new development with the provision of infrastructure by government agencies, private utilities, and other sources.*

The subject property is in the Central Urban land use category and the Mixed Use Overlay. Rezoning to C-2 meets this objective of promoting contiguous and compact growth patterns through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, and minimize the cost of services.

Objective 2.2: ***DEVELOPMENT TIMING.*** *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, F.S. and the concurrency requirements in the Land Development Code.*

Adequate urban public facilities exist in the vicinity of the subject property. By virtue of the location of this parcel along a minor arterial road in central Lehigh Acres, the county's current development patterns and the available and potential levels of public services, this area is well suited to accommodate high densities and intensities according to Policy 1.1.3. Beth Stacey Boulevard, a two-lane arterial, is operating within its level of service standard. The subject property is on LeeTran Route 110. There are existing LeeTran bus stops on Woodward Court at Beth Stacey Boulevard and on Beth Stacey Boulevard across from Kenilworth Boulevard. There is an existing sidewalk on the west side of Beth Stacey Boulevard. The Lee County Land Development code currently requires that a 12 foot wide sidewalk be built along the frontage of the subject parcel concurrent with the development of the property. Lehigh Acres Fire Station 102 is approximately1.2 miles from the subject property. Water service and sewer service are available from Florida Governmental Utilities Authority. There are water mains along both the frontages of Beth Stacey Boulevard and Woodward Court as well as along Wings Way. Gravity sewer systems are in the vicinity of the subject parcel and a wastewater force main runs along its frontage on Beth Stacey Boulevard.

Objective 4.1: ***WATER, SEWER, AND ENVIRONMENTAL STANDARDS.*** *Consider water, sewer, and environmental standards during the rezoning process. Ensure the standards are met prior to issuing a local development order.*

Standard 4.1.1: ***WATER.***

1 Any new residential development that exceeds 2.5 dwelling units per gross acre, and any new single commercial or industrial development in excess of 30,000 square feet of gross leasable (floor) area per parcel, must connect to a public water system.

2. If the proposed development lies within the boundaries of a water utility's certificated or franchised service area, or Lee County Utilities' future potable water service area (see Map 6), then the development must be connected to that utility.
3. The developer must provide proof that the prior commitments of the water utility, plus theprojected need of the developer, do not exceed the supply and facility capacity of the utility.
4. All waterline extensions to new development will be designed to provide minimum fire flows, as well as adequate domestic services as required by Chapter 62-555, F.A.C.
The development of this parcel will include connection to the public drinking water system. Florida Governmental Utility Authority has provided a letter of water and wastewater availability. Fire flow tests will be performed at the time of development in accordance with standard procedures. Compliance with fire codes will be assured.

Standard 4.1.2: ***SEWER.***
1. Any new residential development that exceeds 2.5 dwelling units per gross acre, and any new single commercial or industrial development that generates more than 5,000 gallons of sewage per day, must connect to a sanitary sewer system.
2. If the proposed development exceeds the thresholds listed above and lies within the boundaries of a sewer utility's certificated or franchised service area, or Lee County Utilities' future sanitary sewer service area (see Map 7), and that utility has sufficient capacity to provide minimum service to the development, then the development must connect to that sewer utility if there is existing infrastructure adequate to accept the effluents of the development within l/4 mile from any part of the development.
The development of this parcel will include connection to the public wastewater system. Florida Governmental Utility Authority has provided a letter of water and wastewater availability.

Standard 4.1.3: ***REUSE.***
1. Any development that requires a development order, on a property that is adjacent to public reuse infrastructure with sufficient capacity, must connect to the reuse system for irrigation needs.
2. Any new development that, at build-out, has an anticipated irrigation demand of 50,000 gallons per day, or more, using the Blaney-Criddle method, must connect to a public reuse system for irrigation needs when sufficient capacity and adequate infrastructure is within 1/4 mile from any part of the development.
There is no public reuse system within 1/4 mile of the subject property. The subject property is anticipated to have an irrigation demand below the threshold criterion of 50,000 gallons per day.

Standard 4.1.4: ***ENVIRONMENTAL FACTORS.***
1. In any case where there exists or there is the probability of environmentally sensitive areas (as identified by Lee County, the Corps of Engineers, Department of Environmental Protection, South Florida Water Management District, or other applicable regulatory agency), the developer/applicant must prepare an environmental assessment that examines the existing conditions, addresses existing or anticipated environmental problems, and proposes means and mechanisms to protect, conserve, or preserve the environmental and natural resources.
A wetlands and protected species assessment was conducted by Passarella & Associates, Inc. In summary, their report identifies no potentially jurisdictional wetlands. The property cover is primarily disturbed wooded areas infested with invasive exotic species such as earleaf acacia and Brazilian pepper. The Lee County Land Development Code requires removal of the invasive exotic species at the time of

development and encourages retention of native vegetation communities. The rezoning of the property from multi-family to mixed-use does not alter these requirements.

No listed protected species of flora or fauna were observed on the property during the site investigation conducted on June 13, 2019.

2. Ensure that land uses and structures are well integrated, properly oriented, and functionally related to the topographic and natural features of the site.
Specific plans for the development of the property have not been determined. It is anticipated that land uses and structures being well integrated, properly oriented, and functionally related to the topographic and natural features of the site will be assured by the Lee County Development Order process.

3. Ensure development minimizes the need for expansion and construction of street and utility improvements.
The subject property has frontage on public streets along approximately 50 percent of its perimeter, Beth Stacey Boulevard along the entirety of its west boundary and Woodward Court along the north. These public rights of way also contain water and wastewater facilities to serve the property. There is no apparent need for the expansion and construction of street and utility improvements other than normal access and service connections, the cost of which would be borne by the developer of the property.

Policy 6.1.1: *All applications for commercial development will be reviewed and evaluated as to:*
a. Traffic and access impacts (rezoning and development orders);
Beth Stacey Boulevard is currently operating within its Level of Service parameters. A full Traffic Impact Statement will be prepared in conjunction with an application for a development order, in conjunction with the planning and design of specific uses for the property.

d. Availability and adequacy of services and facilities (rezoning and development orders);
Services and facilities serving this property are currently adequate. Refer to the discussion under Objective 2.2 above.

e. Impact on adjacent land uses and surrounding neighborhoods (rezoning);
There are no land uses immediately adjacent to the subject property. The surrounding neighborhoods are zoned RM-2 and CFPD. The property across Beth Stacey Boulevard is zoned RM-2 and developed as Sunset Lake, a multi-family residential development. The vacant property on the far side of Yellowtail Canal across from the subject property is zoned RM-2. The property on the north side of Woodward Court is vacant land Zoned RM-2. It is currently the subject of a pending conventional rezoning case to change its zoning to C-2. There are no buildings on the property immediately south of the subject parcel, the property through which Wings Way goes. This property is a Hope Hospice facility. The impact of rezoning the subject from RM-2 to C-2, which allows mixed uses, will allow diversified development with a greater connectivity between housing, workplaces, retail businesses, and other destinations; increased transit service, internal trip capture, and reduced travel distance and pedestrian and bicycle-friendly environments, in accordance with the intent of the Mixed Use Overlay.

The affect of the rezoning should, by these standards, be beneficial rather than deleterious to the nearby residential neighborhoods.

f. Proximity to other similar centers (rezoning);
There is a parcel of vacant land on the other side of Yellowtail Canal, also within the Mixed Use Overlay, that is currently zoned RM2. The same is true for the land east of yellowtail canal and north of Woodward Court. Beyond that is an area of roughly 150 acres that is zoned commercial, mostly C-2, and which is substantially developed as commercial uses.

g. Environmental considerations (rezoning and development orders).
A wetlands and protected species assessment was conducted by Passarella & Associates, Inc. In summary, their report identifies no potentially jurisdictional wetlands, The property cover is primarily disturbed forested areas infested with invasive exotic species such as earleaf acacia and Brazilian pepper. The Lee County Land Development Code requires removal of the invasive exotic species at the time of development and encourages retention of native vegetation communities. The rezoning of the property from multi-family to mixed-use does not alter these requirements.

No listed protected species of flora or fauna were observed on the property during the site investigation conducted on June 13, 2019.

Policy 6.1.4: *Commercial development will be approved only when compatible with adjacent existing and proposed land uses and with existing and programmed public services and facilities.*
The property is surrounded on three sides by public rights of way for public streets and drainage canal. There are no land uses immediately adjacent to the subject property other than Wings Way on the south that provides access to the Hope Hospice facility. The subject property is thereby separated from existing residential neighborhoods, while at the same time providing connectivity between housing, workplaces, retail businesses, and other destinations to reduced trip lengths and a pedestrian and bicycle-friendly environment. Policy11.1.1 in the LeePlan regarding properties in the Mixed Use Overlay strongly encourages developments located within the Central Urban future land use category that can demonstrate that connectivity may be created to adjacent neighborhoods to be developed with two or more of the following uses residential and commercial including office. The requested C-2 zoning provides for these mixed uses. The existing RM-2 is not consistent with this policy. The vacant land north and east of the subject property is within the Mixed Use Overlay and thereby is encouraged to be similarly developed. The requested zoning change is compatible with existing and programmed public services and facilities. Note that development of the subject parcel, under the current regulations of the Lee county Land Development code will include a twelve-foot-wide sidewalk/bicycle path along Beth Stacey Boulevard. Also, the LeeTran bus stops would be improved.

Policy 6.1.6: *The land development regulations will require that commercial development provide adequate and appropriate landscaping, open space, and buffering. Such development is encouraged to be*

architecturally designed so as to enhance the appearance of structures and parking areas and blend with the character of existing or planned surrounding land uses.
Development of the subject property will be accomplished with adequate and appropriate landscaping, open space, and buffering as required by the Lee County Land Development Code. It will be architecturally designed as required by the Lee County Land Development Code in order to enhance the appearance of structures and parking areas and blend with the character of surrounding land uses.

Policy 6.1.7: *Prohibit commercial developments from locating in such a way as to open new areas to premature, scattered, or strip development; but permit commercial development to infill on small parcels in areas where existing commercial development would make a residential use clearly unreasonable.*
Commercial rezoning of the subject property will fulfill the intent of this policy by virtue of its lying within the Mixed Use Overlay and the Commercial Overlay Zone shown on LeePlan Map 1, page 6, Lehigh Acres Community Plan Overlays.

Rezoning of the subject property to C-2 meets the applicable findings/review criteria set forth in LDC Section 34-145(d)(4): *Before recommending approval for: 1. Rezonings. The Hearing Examiner must find the request:*
a) Complies with the Lee Plan;
The request to rezone subject property to C-2 does comply with the LeePlan.

b) Meets this Code and other applicable County regulations or qualifies for deviations;
The request to rezone subject property to C-2 does meet the Lee County Land Development Code. Deviations are not sought.

c) Is compatible with existing and planned uses in the surrounding area;
In accordance with the tenets of the Mixed Use Overlay and the Central Urban land use category, the requested zoning change is compatible with existing and planned uses in the surrounding area. Refer to the discussion under Policy 6.1.4 above.

d) Will provide access sufficient to support the proposed development intensity;
Sufficient access can be provided on Beth Stacey Boulevard and Woodward Court to support the subsequent development intensity that may be proposed for the property. any proposed development will comply with the Lee County Land Development Code.

e) The expected impacts on transportation facilities will be addressed by existing County regulations and conditions of approval;
The Lee County 2019 Public Facilities Level of Service and Concurrency Report classifies Beth Stacey Boulevard as a collector road with a 100th highest hour directional volume LOS E capacity of 860, 2018 count of 408 for LOS C (less than half its designated capacity), and a 2023 projected count of 610. Impacts on roadways will be within the roadways' capacity limits and/or impacts will be adequately mitigated in accordance with the requirements of the Lee County Land Development Code. The property is served by the LeeTran system. The existing bus stops will be upgraded in accordance with the Lee County Land Development Code.

22 Beth Stacey Blvd.

f) Will not adversely affect environmentally critical or sensitive areas and natural resources;
Development of the property under the requested C-2 zoning will not increase the environmental impact beyond that of development under the existing RM-2 zoning district. Development impacts on natural resources are carefully regulated by the Lee County Land Development Code. The wetlands and protected species assessment conducted by Passarella & Associates, Inc. identified no environmentally critical or sensitive areas or natural resources. The property is infested with non-native Brazilian pepper and earleaf acacia and therefore is degraded and would not be considered environmentally critical or sensitive.

g) Will be served by urban services, defined in the Lee Plan, if located in a Future Urban area category.
The subject property is in a Central Urban area. The requisite services, facilities, capital improvements, and infrastructure necessary to support growth and development at levels of urban density and intensity are present in the vicinity.

Goal 11: Mixed Use: *Encourage mixed use developments that integrate multiple land uses, public amenities and utilities at various scales and intensities in order to provide: diversified land development; a variety of housing types; greater connectivity between housing, workplaces, retail businesses, and other destinations; reduced trip lengths; more transportation options; and pedestrian and bicycle-friendly environments.*
Objective 11.1: Mixed Use Development. *Allow and encourage mixed use development within certain future land use categories and at appropriate locations where sufficient infrastructure exists to support development.*
Policy11.1.1: *Developments located within the Intensive Development, Central Urban, or Urban Community future land use categories that have existing connectivity or can demonstrate that connectivity maybe created to adjacent neighborhoods are strongly encouraged to be developed with two or more of the following uses: residential, commercial (including office), and light industrial (including research and development use).*
The subject property is located in a Central Urban future land use category. The requested C-2 zoning is one of few zoning districts that permit mixed use. The existing RM-2 zoning district permits residential uses, and essentially no other types of uses that are not ancillary to or related to residential uses, which are in consistent with this mixed use policy.

Objective 11.2: Mixed Use Overlay. *The county will maintain an overlay in the future land use map series identifying locations appropriate for mixed use located in proximity to: public transit routes; education facilities; recreation opportunities; and, existing residential, shopping and employment centers. Mixed Use, Traditional Neighborhood, and Transit Oriented development patterns are encouraged and preferred within the Mixed Use Overlay.*
The subject property is within the Mixed Use Overlay in the LeePlan. The requested rezoning to C-2 would permit mixed uses.

Policy 11.2.4:*Use of conventional zoning districts will be encouraged within the Mixed Use Overlay in order to promote continued redevelopment.*

The requested C-2 zoning district, a conventional zoning district, is consistent with this policy, as opposed to requesting a Planned Development rezoning.

GOAL 25: ***LEHIGH ACRES COMMUNITY PLAN***. *Ensure that continued development and redevelopment converts this largely single use, antiquated pre-platted area into a vibrant residential and commercial community consisting of: safe and secure single family and multi-family neighborhoods; vibrant commercial and employment centers; pedestrian friendly mixed-use activity centers and neighborhood nodes; and, adequate green space and recreational opportunities.*
OBJECTIVE 25.1**:** ***SPECIALIZED MIXED USE NODES.*** *To create mixed use nodes that contribute the uses needed to support the Lehigh Acres Community Plan area shown on Map 1, Page7*
POLICY 25.1.1: *Specialized mixed use nodes are classified in three sub-categories: Downtown Lehigh Acres; Community Mixed Use Activity Centers; and, Neighborhood Mixed Use Activity Centers.*
The subject property lies within the Commercial area of the Commercial Overlay Zones shown on Map 1, Page 7. These overlays are consistent with the requested C-2 zoning district.

POLICY 25.1.2: *New development and redevelopment are encouraged to integrate a mixture of at least two or more varied uses, such as retail, office, residential, or public. All developments within the Specialized Mixed Use Nodes must be consistent with Table 1(c).*
The requested rezoning of the subject property to the C-2 zoning district will permit the mixture of uses encouraged by this policy.

POLICY 25.1.4: *Developments in these areas are encouraged to share required features such as parking, stormwater detention and management areas, open space and other civic areas.*
The size of the subject property is such that it would facilitate the sharing of required features among various uses.

POLICY 25.1.5: *Within these nodes, promote pedestrian friendly mixed use development:*
a. Buffer walls between commercial and residential uses are not required.
b. Bicycle and pedestrian facilities will be provided throughout these developments.
c. Connections between all uses are required to facilitate alternative modes of transportation.
d. Connections to adjacent developments will be provided.
e. Vehicular connections between different uses will be provided to facilitate the internal capture of trips.
The subject property, under the parameters of the requested C-2 zoning district, would be suited for development that would promote pedestrian mixed uses.

POLICY 25.1.7: *Development within Specialized Mixed Use Nodes may use the development standards allowed within the Mixed Use Overlay*
Rezoning of the subject property the C-2 zoning district would enable the development standards within the Mixed Use Overlay

POLICY 25.1.8: *Establish comprehensive stormwater management areas within the Specialized Mixed Use Nodes to achieve an efficient use of property.*
The subject property, under the parameters of the requested C-2 zoning district, would be suited for development that could achieve an efficient use of the property though a comprehensive on-site surface water management system.

OBJECTIVE 25.9: **SEWER AND WATER**. *Expedite the staged extension of water and sewer systems, connect lots previously served by on-site septic and wells, and discourage additional development that is reliant upon on-site well and septic systems.*
POLICY 25.9.1: *The availability of sewer and water to serve uses within the Specialized Mixed-Use Nodes and the Commercial Overlay Zones is not a requirement for zoning approval. However, sewer and water must be available to the property in accordance with Standard 4.1.1 and 4.1.2 before a development order will be issued.*
Sewer and water services are available to the subject property. A letter of water and wastewater availability from Florida Governmental Utility Authority is provided herewith

POLICY 25.9.2: *Direct new development and redevelopment in Lehigh Acres to areas that can be reasonably expected to receive urban services and infrastructure during the planning horizon.*
The subject property is in an area that can be reasonably expected to receive urban services and infrastructure.

OBJECTIVE 25.10: **NATURAL RESOURCES.** *To preserve, protect, and, where possible, enhance the physical integrity, ecological values, and natural beauty of Lehigh Acres Community Plan area, by maintaining the diverse and healthy native vegetation, and wildlife resources.*
Rezoning of the subject property to C-2 would not diminish or degrade the physical integrity, ecological values, and natural beauty of Lehigh Acres Community Plan area.

POLICY 25.10.1: *Lee County will encourage on-site preservation of indigenous plant communities and listed species habitat. Any required mitigation will be of similar habitat, and provided, whenever possible, within the Lehigh Acres Community Plan area. Development must also be consistent with Goal 77 and Objective 77.3.*
GOAL 77: *DEVELOPMENT DESIGN REQUIREMENTS. To require new development to provide adequate open space for improved aesthetic appearance, visual relief, environmental quality, preservation of existing native trees and plant communities, and the planting of required vegetation.*
OBJECTIVE 77.3: *New developments must use innovative open space design to preserve existing native vegetation, provide visual relief, and buffer adjacent uses and proposed and/or existing rights-of-way. This objective and subsequent policies are to be implemented through the zoning process.*
Development of the property under the requested C-2 zoning will not increase the environmental impact beyond that of development under the existing RM-2 zoning district. Development impacts on natural resources are carefully regulated by the Lee County Land Development Code. Passarella & Associates, Inc., identified three vegetative associations: 4349 E1 Hardwood/Conifer Mixed (0-24% exotics); 4349 E2 Hardwood/Conifer Mixed (25%-49% exotics), and; 740 Disturbed Land. All are disturbed and or moderately to heavily infested with exotic vegetation subject to removal under the mandates of the Lee County Land Development Code.

POLICY 25.10.2: *Lee County will work with various agencies to identify existing wetlands that are worth saving or restoring within the Lehigh Acres Community Plan area.*
The wetlands and protected species assessment conducted by Passarella & Associates, Inc. identifies no potentially jurisdictional wetlands on the subject property.

REZ2020-00007 Lee County ePlan Original application received 07-20-2020

FGUA Operations Office
Government Services Group, Inc.
280 Wekiva Springs Rd., Ste 2070
Longwood, FL 32779-6026
(877) 552-3482 Toll Free
(407) 629-6900 Tel
(407) 629-6963 Fax

June 9, 2020

R.J. Ward, P.E.
Spectrum Engineering, Inc.
6244 St. Andrews Cir, N
Fort Myers, FL 33919
rjward@spectrumengineering.net

RE: Water and Wastewater Availability – LOA ID#: 20-52 LED

Parcel ID No.: 31-44-27-00-00001.0050

22 Beth Stacey Blvd

22 Beth Stacey Blvd., Lehigh Acres, FL 33936

Dear Mr. Ward:

Pursuant to the submitted Application for Service Availability, please be advised that only water and wastewater lines are in operation in the vicinity of the address mentioned above, and a site map showing the approximate location of the utilities is included for your reference. However, in order to provide service to the subject parcel(s), developer funded system enhancements such as line extensions may be required.

Your firm has indicated that this project will consist of mixed use consisting of retail, office and residential development with an estimated flow demand of 5,000-6,000 GPD for water and a wastewater flow of 5,000-6,000 GPD. FGUA presently has sufficient treatment capacity to accommodate these flows. You also indicated the need for 1,500 GPM of water for fire protection. Although we believe the requested fire flow is available at this location, confirmation via fire hydrant flow testing will be required. Please note that during design, the FGUA Utilities Operations Manual requires the project engineer to perform hydraulic computations to determine what impact, if any, this project will have on our existing water and wastewater systems.

This letter should not be construed as a commitment to serve, but only as a statement of the availability of service and is effective for twelve (12) months from the date hereof. The FGUA will commit to serve only upon final acceptance of the utility infrastructure constructed by the developer, receipt of all appropriate capacity (impact) and project fees, an executed Utility Infrastructure Conveyance and Service Agreement (CSA), the approval of all state and local regulatory agencies and proper project closeout. Further, this Letter of Availability is to be utilized for development review for this project only.

FGUA Board of Directors
LEA ANN THOMAS, Chair, Polk County / CHRISTINE BRADY, Lee County / KEN CHEEK, P.E., Citrus County
SHANE PARKER, P.E., Hendry County / MICHAEL CARBALLA, P.E., BCEE, Pasco County / ANGEL ROUSSEL, P.E., Marion County

REZ2020-00007 Lee County ePlan Original application received 07-20-2020

When you are ready to move forward with your project, please contact Paul Arnett, Development Review Utility Connection Coordinator at 407-629-6900 ext. 109 or via email at PArnett@govmserv.com to schedule a pre-development meeting. Please note that this meeting is **MANDATORY** prior to submitting construction plans for review by the FGUA.

Sincerely,

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

Robert W. Dickson, P.E.
Capital Program Manager

CC: Mike Currier, South Region Area Manager

Encl.

1. Mandatory Pre-Development Meeting Information
2. Utility Locates
3. Fee Statement/Receipt

REZ2020-00007 Lee County ePlan Original application received 07-20-2020

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

Development Services Division

Mandatory Pre-Development Meeting Request

Purpose:

The mandatory pre-development meeting is designed to be an informative discussion, specifically geared toward assisting the applicant (owner/developer/engineer) understand the FGUA's policies and development process. A pre-development meeting is required prior to the formal submission and review of any utility construction plans by the Development Division.

It is our goal to assist you through the FGUA development process as smoothly as possible, and for your development to be a success. This mandatory pre-development meeting will provide you with the details you need to make this a successful and stress-free process.

What to Expect:

At the meeting, you will be provided with a variety of both general and specific information regarding the FGUA's development process. This will include, but not be limited to staff contact information, plan review guidelines, current fees, conveyance and closeout procedures.

Who Should Attend:

It is encouraged that a representative from the property owner, developer and engineer, at a minimum, attend this meeting. Representatives of the FGUA's Development Division, including the project coordinator, real property coordinator and utility system service area manager will also be in attendance as required.

Meeting Requests:

Please call or e-mail the Development Project Coordinator, to request a meeting.

Please have your FGUA Letter of Availability (LOA) Number (included on the first page of your previously issued Letter of Availability) ready when you call or email to schedule this meeting.

You will also be requested to provide a preliminary site utility plan for staff review.

Prior to submitting utility construction plans for approval, you MUST request a pre-development meeting. Plans submitted to the FGUA without scheduling and attending this meeting will not be reviewed until this meeting takes place.

REZ2020-00007 Lee County ePlan
6/9/2020

Original application received 07-20-2020

STRAP #: 31-44-27-00-00001.0050

Project Name: 22 Beth Stacey Blvd

Property Address: 22 Beth Stacey Blvd., Lehigh Acres, FL 33936



ALL UTILITY LOCATIONS SHOWN HERE ARE APPROXIMATE. THE DEVELOPER IS SOLELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS VIA POTHOLING OR OTHER ACCEPTABLE MEANS.

LOA ID: 20-52 LED

Original application received 07-20-2020

FGUA Fee Statement
Letter of Availability and/or Locate Request

Property Address or PID: 31-44-27-00-00001.0050

System: Lehigh 404

Development/Project Name: 22 Beth Stacey Blvd

Date: June 9, 2020

County: Lee

LOA ID: 20-52 LED

All fee amounts are based on the rates in effect as of the date of this statement and are subject to change.

Fees based on:

0	Letter of Utility Location Availability and Locate Map	$	100.00
1	Utility Availability Map (Map Only)	$	75.00
2	Letter of Utility Location Availability (Letter Only)	$	25.00

#	*FGUA*	G/L Code	Fees	Total fees	Amt Previously Paid	Balance Due
0	**LOA Request**	**202098**	$ 100.00	$ 100.00	$ 100.00	$ -

Fees Due: **$ -**

	Payment History	Date	Check Date	Check #	Payer Name	Amount
0	Letter and Locate Map	**6/9/20**	**06/04/20**	**7155**	**Spectrum Engineering, Inc.**	**$ 100.00**
1	Map Only					
2	Letter Only					