APPLICATION FOR SPECIAL EXCEPTION PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: FIRE STATION 19 - CITY OF FORT MYERS

Special Exception for:

- [X] Use (LCLDC section number and description): **LDC SEC. 34-653**
- [ ] Solar or Wind energy modifications [34-202(b)(5)(d)1.]
- [ ] On-premise consumption of alcoholic beverages [34-202(b)(5)(d)2.]
- [ ] Private aircraft landing facilities [34-202(b)(5)(d)3.]
- [ ] Wireless Communication Facilities [34-1441]
- [ ] Model Homes [34-1954]
- [ ] Permitted Uses for Model Home on arterial street in RS-1 zoning district in Lehigh Acres [33-1431]

PART 1
APPLICANT/AGENT INFORMATION

A. Name of Applicant: **TONY PALERMO, AICP**
Address: CITY OF FORT MYERS 1825 HENDRY STREET
City, State, Zip: FORT MYERS, FL 33902
Phone Number: **239 321 7926** E-mail: **APALERMO@CITYFTMYERS.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.]**
- [X] Applicant has been authorized by the owner(s) to represent them for this action. **[34-202(a)(3)]**
- [ ] 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(a)(4)]

1. Company Name: CITY OF FORT MYERS
Contact Person: TONY PALERMO, AICP
Address: 1825 HENDRY STREET
City, State, Zip: FORT MYERS FL 33901
Phone Number: 239 321 7926 Email: APALERMO@CITYFTMYERS.COM

2. **Additional Agent(s):** Provide the names of other agents that the County may contact concerning this application. **[34-202(a)(4)] ATTACHED.**

PART 2
PROPERTY OWNERSHIP

A. Property owner(s): If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-202(a)(2)] Name: **CITY OF FORT MYERS**
C/O FINANCE DEPARTMENT
Address: **PO BOX 2217**
City, State, Zip: **FORT MYERS, FL 33902**
Phone Number: Email: **APALERMO@CITYFTMYERS.COM**
239 321 7926

B. Disclosure of Interest [34-202(a)(2)]

- [X] Attach Disclosure of Interest Form.

C. Multiple parcels: **SINGLE PARCEL - N/A**

☐ Property owners list. **[34-202(a)(8)]**
☐ Property owners map. **[34-202(a)(8)]**

D. Certification of Title and Encumbrances [34-202(a)(7)]

1. Title certification document, no greater than 90 days old.
2. Date property was acquired by present owner(s): **JULY 20, 2021**

PART 3
PROPERTY INFORMATION

A. STRAP Number(s): [Attach extra sheets if additional space is needed.] **[34-203(a)(5)]**

10 45 25 00 00006.0060 **FOLIO 10256035**

B. Street Address of Property:

11631 PALOMINO LANE FORT MYERS

C. Legal Description (must submit) [34-202(a)(5)]:

☐ **X** 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)(6)]:

☐ **X** 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)(9)]** **N/A**
2. ☐ Map of surrounding property owners. **[34-202(a)(9)]**
3. ☐ One set of mailing labels. **[34-202(a)(9)]**

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

E. Current Zoning of Property: **AGRICULTURAL (AG-2)**

N/A ☐ Provide a list of all Zoning Resolutions and Zoning Approvals applicable to the subject property. **NONE**

F. Use(s) of Property:

1. Current uses of property are: **SINGLE-FAMILY HOME & ACCESSORY STRUCTURES** **NO AG USES**
2. Intended uses of property are: **FIRE STATION 19 CITY OF FORT MYERS (MINI-STATION)**

G. Future Land Use Classification (Lee Plan):

RURAL FLU	2.1 +/-	Acres	90	% of Total
WETLANDS FLU	0.26	Acres	10	% of Total
		Acres		% of Total

H. Property Dimensions:

1. Width (average if irregular parcel): +/- 165 FEET WIDE & +/- 650 FEET
2. Depth (average if irregular parcel): IN DEPTH - RECTANGULAR
3. Total area: SHAPE
4. Frontage on road or street: +/- 2.36 Acres Street
2nd Frontage on road or street: 165 Feet on PALOMINO LANE 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.

- [x] Not Applicable - N/A - NOT IN ONE OF THESE PLANNING COMMUNITIES
- [ ] Estero Planning Community. **[33-54(a)&(b); Lee Plan Policy 19.5.3]**
- [ ] Captiva Planning Community (Captiva Island). **[33-1612(a)&(b); Lee Plan Policy 13.1.7]**
- [ ] North (Upper) Captiva Community Plan area. **[33-1711; 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 27.10.1]**
- [ ] 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. **[34-201(c)]** **NONE REQUESTED**

PART 4
ACTION REQUESTED

A. Request Statement: Explain the nature of the request and how the property qualifies for the special exception based on the findings/review criteria set forth in 34-145(c)(3) and listed below. **[34-202(b)(5)(a)]**

1. The request is consistent with the goals, objectives, policies, and intent of the Lee Plan.
2. The request will protect, conserve, or preserve environmentally critical and sensitive areas and natural resources, where applicable.
3. The request will be compatible with existing and planned uses.
4. The request will not be injurious to the neighborhood or detrimental to the public welfare.
5. The request will be in compliance with zoning regulations pertaining to the use and other applicable regulations..
6. In the case of new antenna supporting structure wireless communication facilities, meets the additional criteria of 34-145(c)(3)b.

B. Traffic Impact Statement (TIS): Attach a traffic impact analysis of projected trip generation for the use. A TIS is not required for special exceptions for consumption on premises or for solar or wind modifications. **[34-202(b)(5)(b)]**

C. Site Plan: Attach a site plan showing: **[34-202(b)(5)(c)]**

1. The location and current use of all existing structures on the site.
2. All proposed structures and uses to be developed on the site.
3. Any existing public streets, easements or land reservations within the site, and the proposed means of vehicular access to and from the site.
4. Other information specific to the type of application or which may be required by the Director.

D. Additional Information: Any other reasonable information which may be required by the Director which is commensurate with the intent and purpose of the Land Development Code **[34-202(b)(5)(d)]**

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?

- [ ]
- [ ] **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(a)(10)]** -

WELL AND SEPTIC CURRENTLY USED.
NEW USE - NO MORE INTENSITY THAN CURRENT USE.

B. Flood Hazard:

- [X] 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)

C. Excavations/Blasting:

- [X] 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).

D. 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(a)(12)]** NO AG USES

E. 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 Runway Protection Zone. Indicate which Zone below. **[34-1105]**
- [ ] Property is located within Airport Residential and Educational Protection Zone: **[34-1106]**
- [ ] Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1107]**
- [ ] A Tall Structures Permit is required. **[34-1108]**

F. Solar Or Wind Energy Modifications: [34-202(b)(5)(d)1.] N/A

1. Evidence that the proposed modifications are the minimum necessary to provide for the solar or wind energy proposal.
2. Evidence that the proposed modifications will not adversely affect adjacent properties. (See LCLDC Section 34-2196.)
3. Evidence that the modifications do not decrease total lot area.
4. Evidence that the principal use, absent the solar or wind aspects, is a permitted use in the zoning district for which it is located.

G. On-Premises Consumption Of Alcoholic Beverages: [34-202(b)(5)(d)2.] N/A

1. A written statement describing the type of state liquor license to be acquired, e.g., 2 COP, SRX, 11C, etc., and the anticipated hours of operation for the business.
2. The site plan must include a detailed parking plan.

H. Private Aircraft Landing Facilities: [34-202(b)(5)(d)3.] N/A

1. Indicate the type of facility, as set forth in Florida Administrative Code chapter 14-60.
2. A certified list of all airports and municipalities within 15 miles of the proposed site and all property owners within 1,000 feet of the property or within the minimum required approach zone, whichever is greater.
3. The site plan must indicate the proposed location and length of the effective landing facility, as well as the area included in the approach zone.

I. Wireless Communication Facilities: [34-1441 et. seq.] N/A

1. Documentation of authority/acceptance of responsibility for compliance with these regulations, executed by property owner, applicant, and provider who will be placing antennas on the proposed or existing wireless communications facility. [**34-1446 (a) (1)]**
2. Name, address, and telephone contact information for the owners(s) of all proposed or existing antenna-supporting structures and wireless communication facilities with an affidavit that such contact information will be updated annually or upon a change of ownership after the application is approved. **[34-1446(a)(2)]**
3. A copy of license issued by FCC. A broadcast structure must submit a construction permit. **[34-1446(a)(3)]**
4. New antenna-supporting structures must demonstrate there are no existing suitable structures available or higher priority zoning districts in the geographic search area. As part of that demonstration, the application must include a graphical representation of the geographic search area. **[34-1446(a)(4)]**
5. A statement confirming the overall height of the facility and all other facilities on the subject property, in terms of grad and sea-level. **[34-1446(a)(5)]**
6. A letter demonstrating consent from the Executive Director of Lee County Port Authority if the wireless communications facility is to be located within the County airspace notification limits of LCLDC Section 34-1008. **[34-1446(a)(6)a.]**
7. For any wireless communications facility exceeding 35 feet, a letter confirming review and recommendation from the Lee County Mosquito Control District, Sheriff's Department, and Director of Public Safety. **[34-1446(a)(6)b.]**
8. A letter demonstrating evidence of compliance with applicable Federal Aviation Administration requirements under 14 C.F.R. s. 77, as amended, and evidence of proper Federal Communications Commission licensure, or other evidence of Federal Communications Commission authorized spectrum use. **[34-1446(a)(6)c.]**
9. The Boundary Survey, completed by a registered land surveyor, must show all existing conditions. **[34-1446(a)(7)]**
10. Photo-simulated post-construction renderings of the proposed wireless communications facility, equipment enclosures, and ancillary appurtenances as they would look after construction from areas where the proposed wireless communications facility will be visible according to the balloon test and sight lines. **[34-1446(a)(8)]**
11. Shared use plan or copy of an executed shared use plan must be provided for the existing facility (see Supplement A). **[34-1446(a)(9)]**
12. For all new antenna support structures, a list and map identifying all existing wireless communications facilities to which the proposed facility will be a handoff candidate, including latitude, longitude, and power levels of each. **[34-1446(a)(10)]**
13. Floor plans, elevations, and cross sections on 24" X 36" size paper at a scale no smaller than ¼" = 1' (1:48) of any proposed accessory structures. **[34-1446(a)(11)]**
14. To scale elevation drawings, indicating the roof, facades, doors, and other exterior appearance and materials of the proposed wireless communication facility (signed and sealed by Professional Engineer). **[34-1446(a)(12)]**
15. If the property owner is not a provider, a copy of an executed lease agreement or memorandum of lease between the application or property owner and provider. If no lease agreement has been executed, an affidavit signed by provider attesting to provider's intent to make an application for development order approval to place antennas on the wireless communications facility if the zoning application is approved. **[34-1446(b)(1)]**
16. For antenna supporting structures, the graphic results of the balloon test conducted by the applicant pursuant to the requirements of LCLDC Section 34-1446(d). **[34-1446(b)(2)]**

J. Model Homes: Narrative and plans that demonstrate compliance with provisions of LCLDC Chapter 34, Division 24. **[34-1954(a)(2)]**

PART 6 SUBMITTAL REQUIREMENT CHECKLIST	
Two copies required for submittal ***Clearly label your attachments as noted in bold below***	
☐	Completed application for Public Hearing [34-202(a)(1)]
☐	Filing Fee - [34-201(d)]
☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)]
☐	**Affidavit of Authorization** (notarized) Form [34-202(a)(3)]
☐	**Additional Agents** [34-202(a)(4)]
☐	**Multiple Owners List** (if applicable) [34-202(a)(2)]
☐	**Disclosure of Interest** Form (multiple owners) [34-202(a)(2)]
☐	**Legal description (must submit one) [34-202(a)(1)]**
☐	Legal description (metes and bounds) and sealed sketch of legal description
	OR
☐	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
☐	**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)]
☐	Confirmation of **Ownership/Title Certification** [34-202(a)(3)]
☐	**STRAP Numbers** (if additional sheet is required) [34-202(a)(1)]
☐	**List of Surrounding Property Owners** [34-202(a)(6)]
☐	**Map of Surrounding Property Owners** [34-202(a)(7)]
☐	**Mailing labels** [34-202(a)(9)]
☐	List of **Zoning Resolutions** and Approvals
☐	Summary of **Public Informational Session** (if applicable)
☐	**Waivers** from Application Submission Requirements [34-201(c)]
☐	**Request Statement** [34-202(b)(5)(a)]
☐	Traffic Impact Statement (**TIS**) [34-202(b)(5)(b)]
☐	**Site Plan** [34-202(b)(5)(c)]
☐	**Additional Information** (if applicable) [34-202(b)(5)(d)]
☐	**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(a)(10)]
☐	Existing Agricultural **Use Affidavit** (if applicable) [34-202(a)(12)]
☐	**Excavations/Blasting** (if applicable)
☐	**Tall Structures Permit** (if applicable) [34-1108]
☐	**Solar or Wind Energy** Modifications (if applicable) [34-202(b)(5)(d)1.]
☐	Consumption on Premises (**COP**) (if applicable) [34-202(b)(5)(d)2.]
☐	**Private Aircraft Landing** Facilities (if applicable) [34-202(b)(5)(d)3.]
☐	**Wireless Communication** Facilities (if applicable) [34-1441 et. seq.]
☐	**Model Homes** (if applicable) [34-1954(a)(2) & (b)]

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, TONY PALERMO, AICP CITY OF FORT MYERS (name), as THE REPRESENTATIVE OF THE CITY/OWNER (owner/title) of 11631 Palomino Lane, Fort Myers, FL. 33912 (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.

TP
Signature

~~20th~~ July 20, 2021
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 by means of ☒ physical presence or ☐ online notarization, this 20th day of JULY, 2021, by Tony Palermo (name of person providing oath or affirmation), who is personally known to me or who has produced N/A (type of identification) as identification.

STAMP/SEAL

Notary Public State of Florida
Katarina Anne Borton
My Commission GG 945348
Expires 04/12/2024

Signature of Notary Public

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared TONY PALERMO, AICP, 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 **11631 PALOMINO LANE FORT MYERS, FL.** 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.

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
CITY OF FORT MYERS **C/O FINANCE DEPT.** **PO BOC 2217** **FORT MYERS, FL 33902**	**100%**

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

Property Owner

TONY PALERMO, AICP

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 by means of [X] physical presence or [ ] online notarization, on JULY 20, 2021 (date) by Tony Palermo (name of person providing oath or affirmation), who is personally known to me or who has produced N/A (type of identification) as identification.

STAMP/SEAL

Signature of Notary Public

Notary Public State of Florida
Katarina Anne Borton
My Commission GG 945348
Expires 04/12/2024

ADDITIONAL AGENTS

Company Name:	JOHNSON ENGINEERING, INC.		
Contact Person:	TYLER M. SHARPE, P.E.		
Address:	2122 JOHNSON STREET		
City, State, Zip:	FORT MYERS, FL 33901		
Phone Number:	239-461-2434	Email:	TMS@JOHNSONENG.COM

Company Name:	JOHNSON ENGINEERING, INC.		
Contact Person:	GARY MULLER, AICP		
Address:	2122 JOHNSON STREET		
City, State, Zip:	FORT MYERS, FL 33901		
Phone Number:	239-461-2415	Email:	GMULLER@JOHNSONENG.COM

Company Name:	CITY OF FORT MYERS FIRE DEPARTMENT		
Contact Person:	JAMES L. HAYDEN		
Address:	2033 JACKSON STREET		
City, State, Zip:	FORT MYERS, FL 33901		
Phone Number:	239-286-9551	Email:	JHAYDEN@CITYFTMYERS.COM

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

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

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

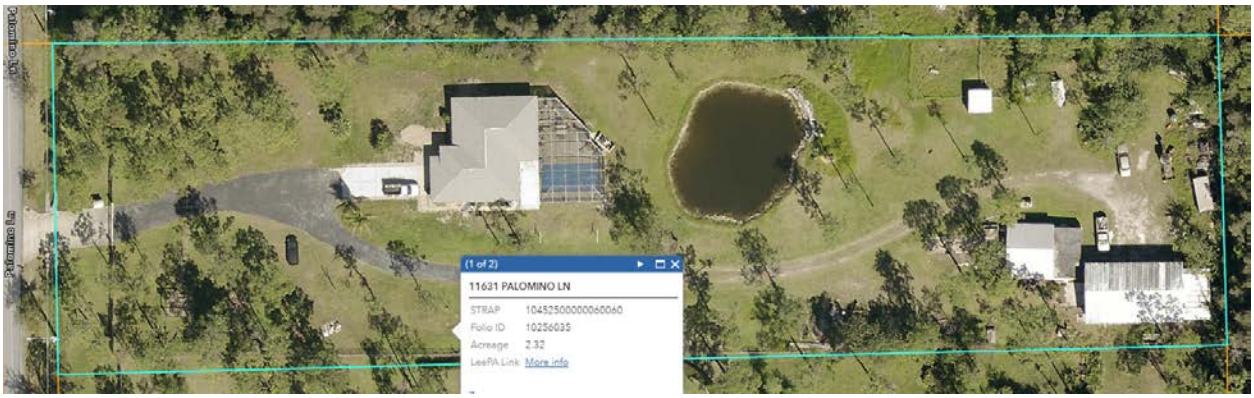
CITY OF FORT MYERS

SPECIAL EXCEPTION FOR FIRE STATION 19

11631 PALOMINO LANE

STRAP No. 10-45-25-00-00006.0060

SPECIAL EXCEPTION & LEE PLAN NARRATIVE



The following narrative is to establish that the subject property qualifies for a special exception, and meets the applicable required findings set forth in Section 34-145(c)(3) of the Land Development Code.

The subject property is 11631 Palomino Lane. The zoning of the property is Agricultural (AG-2) - Sec. 34-651. The purpose of the AG-2 zoning district is to provide areas for the establishment or continuation of agricultural operations, with residential uses being permitted as ancillary to agricultural uses; and to accommodate those individuals who understand and desire to live in an agricultural environment.

Per Table 34-653 Use Regulations for Agricultural Districts, "EMS, Fire or Sheriff's Station" is permitted only in conjunction with Special Exception approval by the Lee County Hearing Examiner.

The request by the City of Fort Myers is for the City Fire Department to operate Station 19 – a mini station, also known as a satellite station – on the subject property utilizing the existing single-family house on site. The property is just outside the City's municipal boundaries – nearby the residential developments of Paseo and Reflection Isles, within the City's boundaries.

According to the City Fire Department, Station 19 will house 3-4 fire personnel and one fire suppression vehicle. The vehicle would be a mini-pumper and not a full-sized heavy fire truck. The coverage will be 24 hours a day, seven days a week, from three rotating shifts. The City Police Department would also have the option of sharing the facility with Fire staff during normal working hours as a Police sub-station with minimal personnel on site. No

outdoor storage of equipment is proposed, nor are changes to the residential structure proposed.

The City recently purchased the property from Frederick and Patti Snider for this use (Warranty Deed recorded July 21, 2021) to assist the City protect the health, safety, and welfare of the people of the City and the general public.

According to the City Fire Department, current conditions are double digit response times (10 minutes or more) to Penzance Boulevard from nearest station - South Trail Fire Department Station 62 (13500 Sophomore Lane, fronting on Daniels Parkway). There are negative impacts to traffic on Daniels Parkway and Palomino Lane while South Trail Fire Department responds. South Trail Fire Department responds with both small rescue trucks and large (50,000 lbs.) fire trucks. The City's response model eliminates Daniels Parkway impact and most of Palomino Lane along with a smaller tactical apparatus that is less impactful to the roads and traffic. This proposed mini-station also allows response times at 4-6 minutes around the Penzance Boulevard corridor to include Reflection Isles and Paseo.

According to City Fire, the incoming and outgoing personnel only takes place at shift change, which occurs once per day at 7:00 a.m. A typical residence use would see incoming and outgoing traffic at least twice during a typical day.



PROPERTY FEATURES

The property is approximately 2.36 acres (+/- 102,741 square feet), and is developed with a single-family home, with a swimming pool and pool cage in back, and residential accessory buildings and structures. The property is rectangular in shape 165 feet in width and 650 feet in depth. The property is accessed by Palomino Lane, a two-land undivided minor collector road with a posted speed of 45 mph. The site is served by one driveway. The home is on well and septic service.



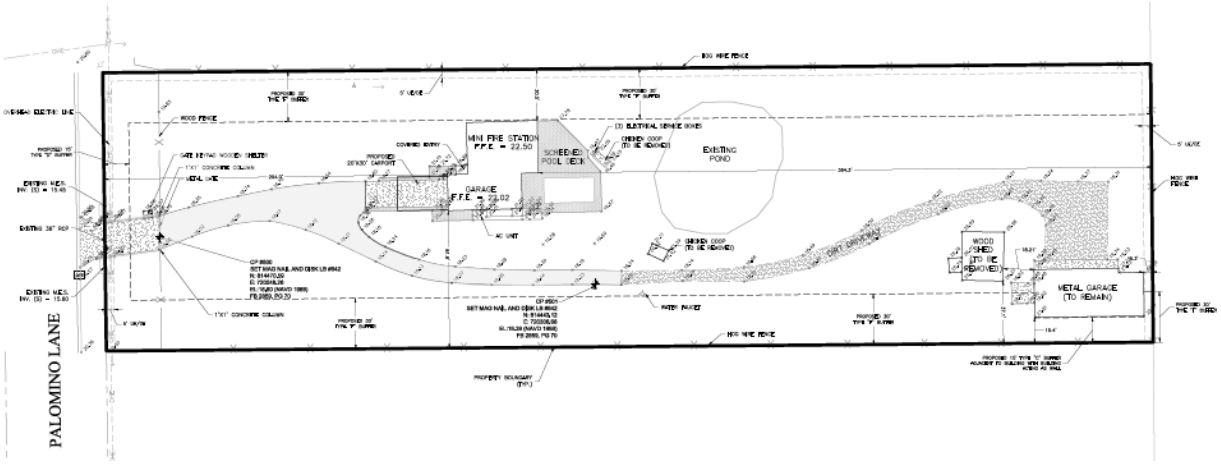
The home has 3 bedrooms, 2 bathrooms, has about 1,488 square feet of living area, and is about 20 years old. At the front entrance is a wooden fence, a gate, gate keypad, and a wooden shelter. There are many trees and natural vegetation on site, a pond, two chicken coops, wood shed, a metal garage, workshop, concrete and dirt residential driveways. There are hog wire fences on three sides of the property.

The house is set back about 204 feet from the road right of way on Palomino Lane; about 30 feet from the property line to the north, about 81 feet from the property line to the south, and about 364 feet from the eastern boundary. The metal detached garage on the SE corner is about 15 feet from the southern boundary; 5 feet from the eastern boundary.

SITE PLAN

The City proposes a site plan including the following features:

- **The wood fence, gate, single-family home, garage, screened pool, pool deck and metal garage to all remain on site;**
- **Addition of a 20' X 30' outdoor carport at the home's entrance for the Fire station's one mini-pumper truck.**
- **Removal of the two chicken coops and wooden shed;**
- **Installation of a 15-foot Type "D" buffer on the right of way;**
- **Installation of a 30-foot Type "F" buffer to the north adjacent to residential uses;**
- **Installation of a 30-foot Type "F" buffer to the south adjacent to residential uses; and utilization of a 15-foot Type "C" buffer for the SE portion utilizing the metal garage in lieu of a wall.**



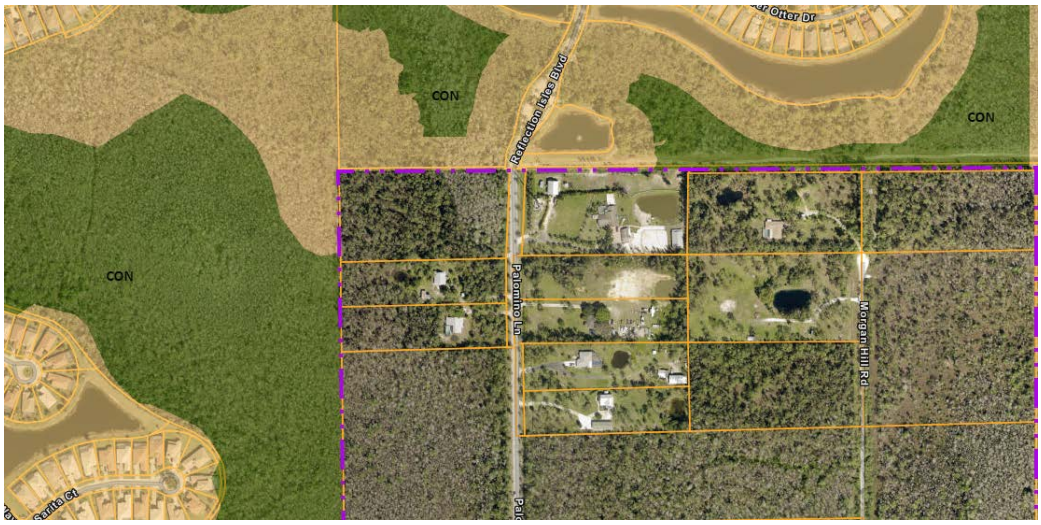
SURROUNDING USES, ZONING, FUTURE LAND USE

The property is within the context of large lot ranchette homes, natural preserves, and nearby two residential communities within the City boundaries.

Surrounding land uses are as follow:

NORTH **To the north is developed residential land with large lot AG-2 zoning within the Rural Future Land Use category. To the north are two single-family homes (11581 and 11531 Palomino Lane) on large lots. North of this is a communication tower, then the City boundary, where the gated Reflection Isles residential community begins.**

Reflection Isles is within a Planned Unit Development (PUD) approved by the City and within the Special Community (S/C) and Conservation Lands (CON) Future Land Use categories of the City. The Special Community (S/C) is a category for master planned developments and Developments of Regional Impact (DRI) in the City located proximate to Six Mile Cypress Slough and Interstate 75. The Conservation Lands (CON) are natural preserves approved during the PUD and DRI process.



City Future Land Use

SOUTH **To the south is developed residential land – one single-family home on a large lot with AG-2 zoning within the Rural and Conservation Lands – Wetland Future Land Use categories of the Lee Plan. South of this is vacant land (South Florida Water Management District preserve land), then more single-family homes on large lots, and the intersection of Penzance Boulevard.**

WEST To the west is Palomino Lane, then vacant natural preserve land owned by the South Florida Water Management District with AG-2 zoning and within the Conservation Lands – Wetland Future Land Use category. To the northwest are two single-family homes on large lots with AG-2 zoning. West of this is the City boundary and natural preserves with the Paseo Planned Unit Development (PUD), a residential community within the City.

EAST East of the property is vacant natural land with AG-2 zoning and within the Rural and Conservation Lands – Wetland Future Land Use categories of the Lee Plan. To the northeast are single-family homes on a large lots fronting Morgan Hill Road.



LEE PLAN CONSISTENCY

Daniels Parkway *- This community is located between I-75 and the Six Mile Cypress Slough, south of the City of Fort Myers and north of the Alico Road industrial area. The community contains lands designated Rural, Outlying Suburban, and a small area of General Interchange. This community is considered one of the primary gateways to Lee County. This community has some rural characteristics which will remain in existence through the year 2030. Much of the existing vacant land will be developed into low density gated communities. While there is a potential to redevelop the large lot home sites north of Daniels Parkway into the smaller lots allowed by the Outlying Suburban category, this development pattern is not anticipated by 2030. This community will grow through 2030.*

The subject property is located in the Daniels Parkway Planning Community in the Lee Plan. The proposed use, as conditioned, helps further the intent of this portion of the Planning Community adjacent to the City. The intent is to keep the single-family character of the current use on a large lot. From the exterior, the use should function with no more intensity and impact than a single-family home with accessory uses and structures. From the exterior, the use will continue to look like a single-family home, but with improvements in landscaping and property maintenance. The rural character of the community is important, and as conditioned, will be preserved and protected. As conditioned, the request is CONSISTENT with the Daniels Parkway Planning Community.

GOAL 1: FUTURE LAND USE MAP. *To maintain and enforce a Future Land Use Map showing the proposed distribution, location, and extent of future land uses by type, density, and intensity in order to protect natural and man-made resources, provide essential services in a cost-effective manner, and discourage urban sprawl. (Ordinance No. 94-30)*

OBJECTIVE 1.4: NON-URBAN AREAS. *Designate on the Future Land Use Map categories for those areas not anticipated for urban development at this time.*

POLICY 1.4.1: *The Rural areas are to remain predominantly rural – that is, low density residential, agricultural uses, and minimal non-residential land uses that are needed to serve the rural community. Natural resource extraction may be permitted in accordance with Policy 10.1.4. These areas are not to be programmed to receive urban-type capital improvements, and they can anticipate a continued level of public services below that of the urban areas. Maximum density in the Rural area is one dwelling unit per acre (1 du/acre).*

The subject property is located within the Rural Future Land Use category under the Lee Plan. The proposed use is to utilize a large lot with an existing home and accessory structures for a mini-fire station. Some of the accessory structures will be eliminated, landscape enhanced, and the only addition proposed is for a carport to cover the one truck proposed to be parked outdoors. As proposed and conditioned, the exterior of the home will have the look and appearance of another single-family home on a large lot with large setbacks. The traffic created will be no more intensive than a single-family use. Noise and nuisance will be minimized, and the Fire District's use of the property will be unobtrusive and seldom noticed by neighbors, as conditioned. As conditioned, the proposed use is CONSISTENT with Objective 1.4. and Policy 1.4.1 of the Lee Plan.



Lee Plan Future Land Use

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.*

POLICY 2.1.1: *Most residential, commercial, industrial, and public development is expected to occur within the designated future urban areas on the Future Land Use Map through the assignment of very low densities to the non-urban categories.*

POLICY 2.1.2: *New land uses will be permitted only if they are consistent with the Future Land Use Map and the goals, objectives, policies, and standards of this plan. (Ordinance No. 00-22)*

POLICY 2.1.3: *All land use categories and Planning Community Map areas permit the consideration of churches and schools (except in Wetlands and Airport Noise Zones), public uses and buildings, public utilities and resource recovery facilities, public recreational uses (including franchised quasi-commercial uses in conjunction with a public use), and sites for compatible public facilities when consistent with the goals, objectives, policies, and standards in this plan and applicable zoning and development regulations. (Ordinance No. 94-30, 98-09)*

The proposed use, as conditioned, will be done in a manner consistent with the rural character of the neighborhood. The City proposes a re-use of an existing single-family use with a public facility for the benefit of the City and the general public. The use proposed is less intensive than a full-scale fire department or public safety building and scaled down appropriately for the rural character of the neighborhood. The proposed use will be done in a manner consistent with the plan, and implementing development regulations in the county including open space, buffering, drainage, setbacks, height, and intensity. As conditioned, the request is CONSISTENT with Goal 2, Policies 2.1.1, 2.1.2, and 2.13.

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 Section 163.3164(7), F.S.) 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. (Ordinance No. 94-30, 00-22, 17-19)*

POLICY 2.2.1: *Rezonings and Development of Regional Impact proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community*

facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare.

The existing use is infill development of a single-family home with other single-family homes to the north and south – and other single-family uses in the general area. This use of an existing home, for a public safety use, is to utilize an existing development without additional intensity, as conditioned. This is compact contiguous development. The property is served by an existing two-lane public road. Lee Tran does not serve this low-density rural neighborhood but routes 110, 80 and 50 are in proximity. The property is served by an existing well and septic system on a large lot. The property is within proximity to Treeline Elementary School, and Gateway Charter Elementary School and Gateway Charter School on Daniels Parkway. The proposed use is a for fire protection, with the nearest fire station at South Trail Fire Department on 13500 Sophomore Lane (fronting Daniels Parkway). The property will be used in a manner compatible with nearby rural residential uses, as conditioned. The request, as conditioned, is CONSISTENT with Objective 2.2. and Policy 2.2.1 of the Lee Plan.



LEE TRAN MAP

GOAL 4: GENERAL DEVELOPMENT STANDARDS*. Pursue or maintain land development regulations which protect the public health, safety, and welfare, encourage creative site designs and balance development with service availability and protection of natural resources.*

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*. 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 (or a "community" water system as that is defined by Chapter 62-550, FAC).*

STANDARD 4.1.2. SEWER. *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.*

STANDARD 4.1.3.

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.*

3. *If there is not sufficient capacity or adequate infrastructure within 1/4 mile of the development, the developer must provide proof in the form of a clearly stated rejection of service.*

4. *If a development has been rejected for reuse service, the proposed source of irrigation water must be identified consistent with Policy 61.1.6.*

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. 2. Ensure that land uses and structures are well integrated, properly oriented, and functionally related to the topographic and natural features of the site. 3. Ensure development minimizes the need for expansion and construction of street and utility improvements.*

Development of this fire station will be limited to utilization of the existing home, removal of some accessory structures, a new carport, and buffering per LDC requirements. This development will be permitted in a manner consistent with the LDC. The existing well and septic are being utilized for the current use and will be utilized for the proposed use, which is of no more intensity. The property is not on a re-use line and is below the thresholds for mandatory water or sewer connection. The applicant performed environmental assessment of the site prior to purchase and found it appropriate to utilize for this purpose. As conditioned, the requested use is CONSISTENT with Goal 4, Objective 4.1, and Standards 4.1.1, 4.1.2., 4.1.3 and 4.1.4 of the Lee Plan.

GOAL 5: RESIDENTIAL LAND USES. *To provide sufficient land in appropriate locations on the Future Land Use Map to accommodate the projected population of Lee County in the year 2030 in attractive and safe neighborhoods with a variety of price ranges and housing types.*

OBJECTIVE 5.1: *All development approvals for residential, commercial, and industrial land uses must be consistent with the following policies, the general standards under Goal 4, and other provisions of this plan.*

POLICY 5.1.5: *Protect existing and future residential areas from any encroachment of uses that are potentially destructive to the character and integrity of the residential environment. Requests for conventional rezonings will be denied in the event that the buffers provided in Chapter 10 of the Land Development Code are not adequate to address potentially incompatible uses in a satisfactory manner. If such uses are proposed in the form of a planned development or special exception and generally applicable development regulations are deemed to be inadequate, conditions will be attached to minimize or eliminate the potential impacts or, where no adequate conditions can be devised, the application will be denied altogether. The Land Development Code will continue to require appropriate buffers for new developments.*

The proposed use protects the existing low-density and rural character of the neighborhood. The City will develop the property utilizing existing residential structures and make minor improvements and structure removals that will enhance the look of the property. The proposed use, as conditioned and limited, will not create outdoor storage, not create any sounds, smells, or otherwise negatively impact neighbors to the north, south, east, or west. Buffering, per the LDC requirements, will be adhered to. The overall impact, as conditioned, is no more than a single-family existing use with large setbacks and landscape buffering. As conditioned, it will be done in a manner that enhances, rather than detracts, from existing rural residential uses. As conditioned, the proposed use is CONSISTENT with Goal 5, Objective 5.1, and Policy 5.1.5 of the Lee Plan.

GOAL 9: AGRICULTURAL LAND USES. *To protect existing and potential agricultural lands from the encroachment of incompatible land uses and to discourage the introduction or expansion of agricultural uses in the future urban areas.*

OBJECTIVE 9.1*: Place existing active and passive agricultural uses, that are zoned AG, have an agricultural exemption from the property appraiser's office, and are located outside of areas anticipated for urban use during the life of the plan on an agricultural overlay. Non-contiguous parcels less than 100 acres in size will not be included on this Overlay. A bi-annual review of this map will be conducted to track changes in the inventory of agriculturally used land in the non-urban areas of Lee County.*

No agricultural use exists on the property. There is not an agricultural exemption. And a new agricultural use is not proposed. No agricultural uses are removed or expanded as a result of this request. As conditioned, the proposed use is CONSISTENT with Goal 9 and Objective 9.1 of the Lee Plan.

GOAL 17: COMMUNITY PLANNING. *Ensure a unified approach to community planning that complements and remains consistent with the county's overall goals, objectives, and policies. (Ordinance No. 07-09, 18-18)*

Goal Number Community Name 18 Bayshore 19 Boca Grande 20 Buckingham 21 Caloosahatchee Shores 22 Olga 23 Captiva 24 Greater Pine island 25 Lehigh Acres 26 North Captiva 27 Northeast Lee County 28 Alva 29 North Olga 30 North Fort Myers 31 Page Park 32 San Carlos Island 33 Southeast Lee County 34 Tice

OBJECTIVE 17.1: COMMUNITY PLANS*. To create community plans that address specific conditions unique to a defined area of the county. A community plan is a Goal in the Lee Plan specific to a defined area of the county with long term community objectives and policies. (Ordinance No. 07- 09, 18-18)*

This subject property is NOT within any of the Community Planning areas above and as conditioned is CONSISTNENT with Goal 17 and Objective 17.1 of the Lee Plan.

GOAL 65: FIRE PROTECTION*. To assist fire districts in providing appropriate levels of high-quality cost-effective fire prevention and suppression services throughout the unincorporated county. (Ordinance No. 94-30)*

OBJECTIVE 65.1: EXISTING FIRE SERVICE*. Improve ISO ratings of the independent fire services throughout the unincorporated county.*

POLICY 65.1.1: *Support mutual aid and joint venture agreements between the fire districts and provide certain types of services which the individual districts cannot duplicate individually at similar or lower costs.*

The intent of this request is to enhance and improve the City of Fort Myers' ability to protect and serve the citizens of the City and the County. Fire staff have identified a means to enhance service to the community via use of a mini station to serve citizens in a cost-efficient manner and of the least intrusive manner to surrounding property owners. City officials seek to utilize this new facility in a manner CONSISTNENT with Goal 65, Objective 65.1, and Policy 65.1.1. of the Lee Plan.

POLICY 135.9.5: *New development adjacent to areas of established residential neighborhoods must be compatible with or improve the area's existing character.*

The proposed use is compatible with existing uses and potential uses in the future. The property is surrounded by low-density residential uses and preserve areas. Per discussion throughout and per Policy 5.1.5 – the proposed development and use is, as conditioned, CONSISTENT with Policy 135.9.5 of the Lee Plan.

FINDINGS

Based on this analysis, the Lee County Hearing Examiner can make the following findings also found per Land Development Code Section 34-145(c)(3)

1. **The Request for a Special Exception is consistent with the goal, objectives, policies, and intent of the Lee Plan.**

2. **The request will protect, conserve, or preserve environmentally critical and sensitive areas and natural resources.**

3. **The request will be compatible with existing and planned uses.**

4. **The request will not be injurious to the neighborhood or detrimental to the public welfare.**

5. **The request will be in compliance with zoning regulations pertaining to the use and other applicable regulations.**

Further, the Lee County Hearing Examiner can find the request is in furtherance of the public interest and the health, safety, comfort, and convenience of the citizens of the City and the County.

PROPOSED CONDITIONS BY THE CITY

The City offers the following conditions of approval for consideration:

1. **Development and continued use must be in substantial compliance with the Site Plan by Johnson Engineering "City of Fort Myers Fire Department" and in compliance with the requirements of the Land Development Code.**

2. **Approval is limited to a mini-fire station for primary use of the City of Fort Myers Fire Department and other City officials including the City Police Department.**

3. **The use and exterior appearance of this development is limited to the existing single-family home and limited to improvements and enhancements per the Site Plan by Johnson Engineering "City of Fort Myers Fire Department."**

4. **No outdoor storage of equipment is permitted.**

5. **Fire trucks are limited to one vehicle stored under the proposed car port as shown on the Site Plan by Johnson Engineering "City of Fort Myers Fire Department."**

LEGAL DESCRIPTION

FOR FIRE STATION 19 CITY OF FORT MYERS

11631 PALOMINO LANE, FORT MYERS, FL

EXHIBIT "A"

LEGAL DESCRIPTION

AS RECORDED IN OFFICIAL RECORDS BOOK 3289, PAGE 3777

THE NORTH ½ OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

LESS:

THE WESTERLY 30 FEET THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 4170, PAGE 3961

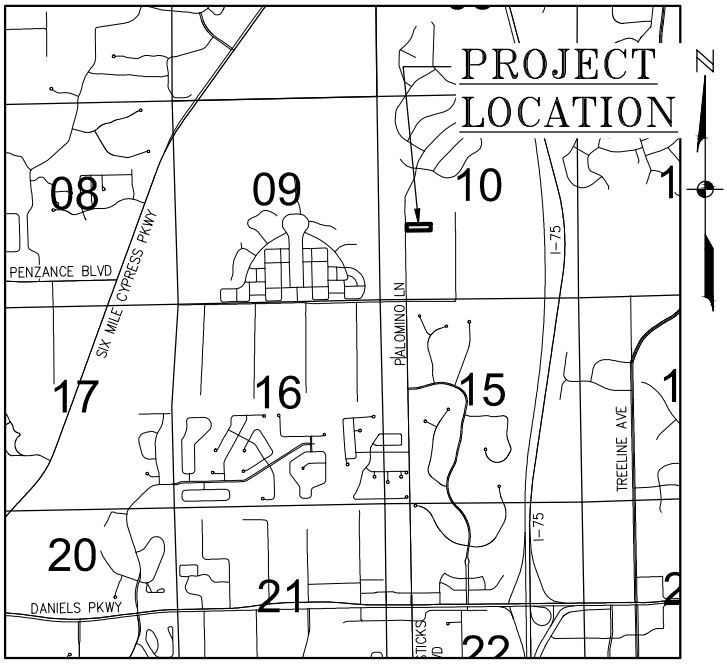
STRAP NO. 10-45-25-00-00006.0060

SKETCH AND DESCRIPTION

11631 PALOMINO LANE
STRAP: 10-45-25-00-00006.0060

A PARCEL OF LAND LYING IN
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

VICINITY MAP
1"=5000'



(INTENDED DISPLAY SCALE: 1"=5000')

THIS IS NOT A SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. HORIZONTAL DATA AND COORDINATES SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 10, WHICH BEARS N89°30'55"E.
4. PARCEL CONTAINS 102,741 SQUARE FEET OR 2.36 ACRES, MORE OR LESS.
5. P.O.C. = POINT OF COMMENCEMENT
6. P.O.B. = POINT OF BEGINNING
7. UE = UTILITY EASEMENT
8. DE = DRAINAGE EASEMENT
9. N = NORTHING
10. E = EASTING
11. ORB = OFFICIAL RECORDS BOOK
12. ORI = OFFICIAL RECORDS INSTRUMENT
13. ROW, R/W = RIGHT-OF-WAY
14. SQ. FT. = SQUARE FEET
15. NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:
RICHARD G. DANIELS (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229
ON THE DATE ADJACENT TO THE SEAL.

THIS CERTIFICATION IS TO THE DATE OF THE ELECTRONIC SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JOHNSON ENGINEERING

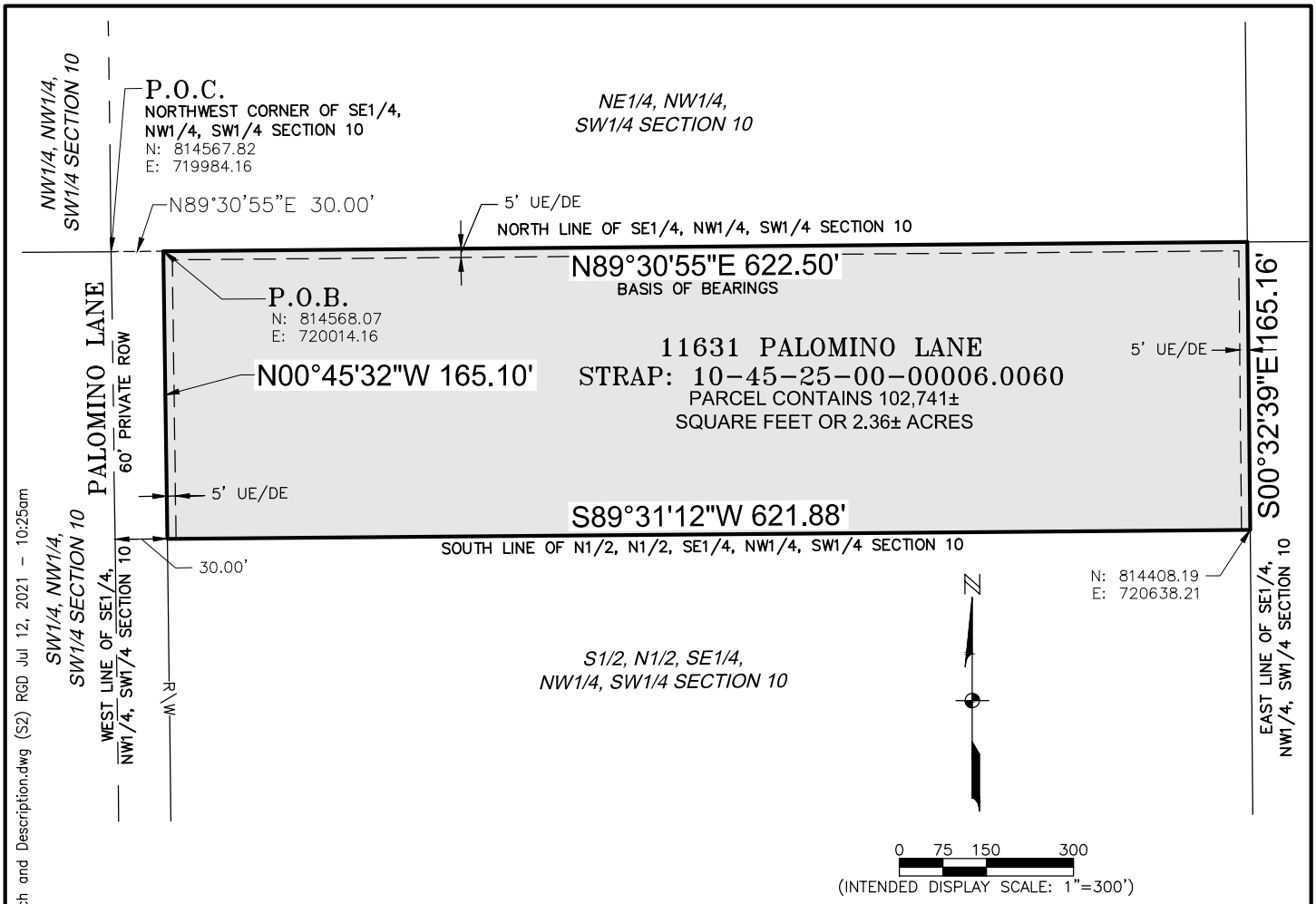
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
STRAP: 10-45-25-00-00006.0060
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/09/2021	20214098-000	10-45-25	AS SHOWN	1 OF 2

\\FTMS01\Drawings\2021\20214098-000\Surveying\Sketches\20214098-000 11631 Palomino Ln Sketch and Description.dwg (S1) RGD Jul 12, 2021 - 10:25am

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.



DESCRIPTION

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

LESS: THE WESTERLY 30 FEET THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 4170, PAGE 3961.

A PARCEL OF LAND LYING THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, N89°30'55"E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON SAID NORTH LINE, N89°30'55"E, A DISTANCE OF 622.50 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE ALONG SAID EAST LINE, S00°32'39"E, A DISTANCE OF 165.16 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE ALONG SAID SOUTH LINE, S89°31'12"W, A DISTANCE OF 621.88 FEET TO A LINE LYING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THENCE ALONG SAID PARALLEL LINE, N00°45'32"W, A DISTANCE OF 165.10 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 102,741 SQUARE FEET OR 2.36 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY.

\\FTMS01\Drawings\2021\20214098-000\Surveying\Sketches\20214098-000 11631 Palomino Ln Sketch and Description.dwg (S2) RGD Jul 12, 2021 - 10:25am

JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
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FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
STRAP: 10-45-25-00-00006.0060
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/09/2021	20214098-000	10-45-25	AS SHOWN	2 OF 2

BOUNDARY SURVEY
OF
A PORTION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

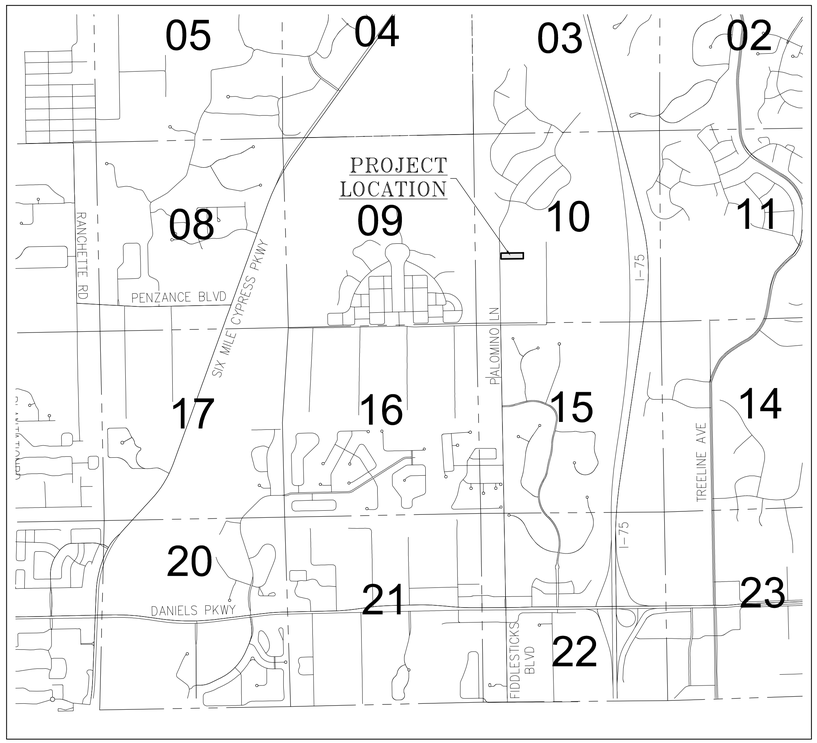
NOTES:

1. DATE OF LAST FIELDWORK: JUNE 16, 2021.
2. COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN ARE BASED ON FLORIDA STATE PLANE, WEST ZONE, WITH THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 10, AS BEARING N89°30'55"E.
4. VERTICAL DATA (ELEVATIONS) SHOWN HEREON ARE IN FEET AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). THE REFERENCE BENCHMARK IS A NATIONAL GEODETIC SURVEY (NGS) BENCHMARK, DESIGNATION F 416, PID AD8319, WITH A PUBLISHED ELEVATION OF +18.69 FEET (NAVD88).
5. SURVEYED PARCEL LIES IN F.E.M.A. FLOOD ZONE AE, HAVING A BASE FOOD ELEVATION OF +19.0 (BASE FLOOD ELEVATIONS DETERMINED) AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S DIGITAL FLOOD INSURANCE RATE MAP (D.F.I.R.M.) COMMUNITY PANEL NUMBER 12071C 0433 G, EFFECTIVE DATE: DECEMBER 7, 2018, INDEX DATED DECEMBER 7, 2018, COMMUNITY NUMBER 125124 (LEE COUNTY UNINCORPORATED AREAS).
6. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED. THIS SURVEY DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.
9. THIS SURVEY DOES NOT DETERMINE PROPERTY OWNERSHIP OR PROPERTY RIGHTS. THIS SURVEY LOCATED THE BOUNDARY IN ACCORDANCE WITH AND IN RELATION TO THE LEGAL DESCRIPTION.
10. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
11. OFFSITE EASEMENTS BENEFITING THE SUBJECT PARCEL ARE SHOWN ONLY WHERE THEY CONNECT TO THE SUBJECT PROPERTY.
12. SURVEY MADE WITH THE REVIEW OF "COMMITMENT FOR TITLE INSURANCE" PREPARED BY WFG NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.: 1894052FL-A, FILE NO.: 20210264KR, EFFECTIVE DATE: MAY 18, 2021 AT 8:00 AM.

SURVEY RELATED ITEMS FROM SCHEDULE II-B OF THE TITLE COMMITMENT:

9. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND ALL OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1258, PAGE 1845, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW. **EASEMENTS THAT WERE CREATED OVER THE TRACTS AT TIME OF RECORDING OF THIS DOCUMENT ARE SHOWN HEREON. THE PRIVATE RIGHTS-OF-WAYS ARE DEDICATED TO OWNERS OF ALL PARCELS THAT WERE A PART OF THE PARENT PARCEL SPECIFIED IN THIS DOCUMENT, AND, PER THE DOCUMENT, ARE SHOWN ON A SURVEY BY AMEY, INC., DATED JANUARY 20, 1978. THE SURVEY BY AMEY IS NOT INCLUDED IN THIS DOCUMENT AND WAS NOT PROVIDED TO THE SURVEYOR. AN EXAMINATION OF HISTORIC DEEDS FOR PARCELS CREATED THAT LIE ADJACENT TO PALOMINO LANE REVEALED RIGHT-OF-WAY RESERVATIONS FOR THE EXISTING PALOMINO LANE AND APPEARS TO SHOW LEGAL ACCESS TO THE PUBLIC WAY AT THE SOUTH LINE OF SECTION 10.**
10. TERMS AND CONDITIONS OF PASEO COMMUNITY DEVELOPMENT DISTRICT FILED OCTOBER 27, 2010, UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 2010000067867, AS AMENDED AND RESTATED UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 2011000259378, AND UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 201100259379, AND UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 2018000274512, AND UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 2018000274513. **DOES NOT AFFECT SUBJECT PARCEL.**
11. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN/LITTORAL RIGHTS IS NOT INSURED. **NONE NOTED.**
12. TITLE TO ANY PORTION OF THE INSURED LAND LYING BELOW THE ORDINARY/MEAN HIGH WATER LINE (MARK) OF ANY NAVIGABLE WATER BODY IS NOT INSURED. **NONE NOTED.**
13. ANY AND ALL RIGHTS OF THE UNITED STATES OF AMERICA OVER ARTIFICIALLY FILLED LANDS IN WHAT WERE FORMERLY NAVIGABLE WATERS, ARISING BY REASON OF THE UNITED STATES OF AMERICA CONTROL OVER NAVIGABLE WATERS IN THE INTEREST OF NAVIGATION AND COMMERCE, AND ANY CONDITIONS CONTAINED IN ANY PERMIT AUTHORIZING THE FILLING IN OF SUCH AREAS. **NONE NOTED.**

VICINITY MAP



(INTENDED DISPLAY SCALE: 1"=2000')

LEGAL DESCRIPTION
(AS RECORDED IN OFFICIAL RECORDS BOOK 3289, PAGE 3777)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

LESS:
THE WESTERLY 30 FEET THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 4170, PAGE 3961.

THIS SURVEY IS ONLY FOR THE BENEFIT OF:

CITY OF FORT MYERS FIRE DEPARTMENT

NO OTHER PERSONOR ENTITY MAY RELY ONTHIS SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

RICHARD G. DANIELS LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Digitally signed by Richard G. Daniels LS7229 State of Florida
Date: 2021.07.28 08:37:37 -04'00'

THIS SURVEY HAS BEEN DIGITALLY SIGNED BY:
MATTHEW M. HOWARD (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912
ON THE DATE ADJACENT TO THE SEAL.

THIS CERTIFICATION IS TO THE DATE OF LAST FIELD WORK AS SHOWN IN NOTE 1 AND NOT THE SIGNATURE DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

CITY OF FORT MYERS
FIRE DEPARTMENT

11631 PALOMINO LANE
TAX STRAP: 10-45-25-00-00006.0060
A PARCEL OF LAND DESCRIBED IN
OFFICIAL RECORDS BOOK 3289, PAGE 3777
LEE COUNTY, FLORIDA
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

FIELD BOOK 2859, PAGES 70-75

REVISIONS

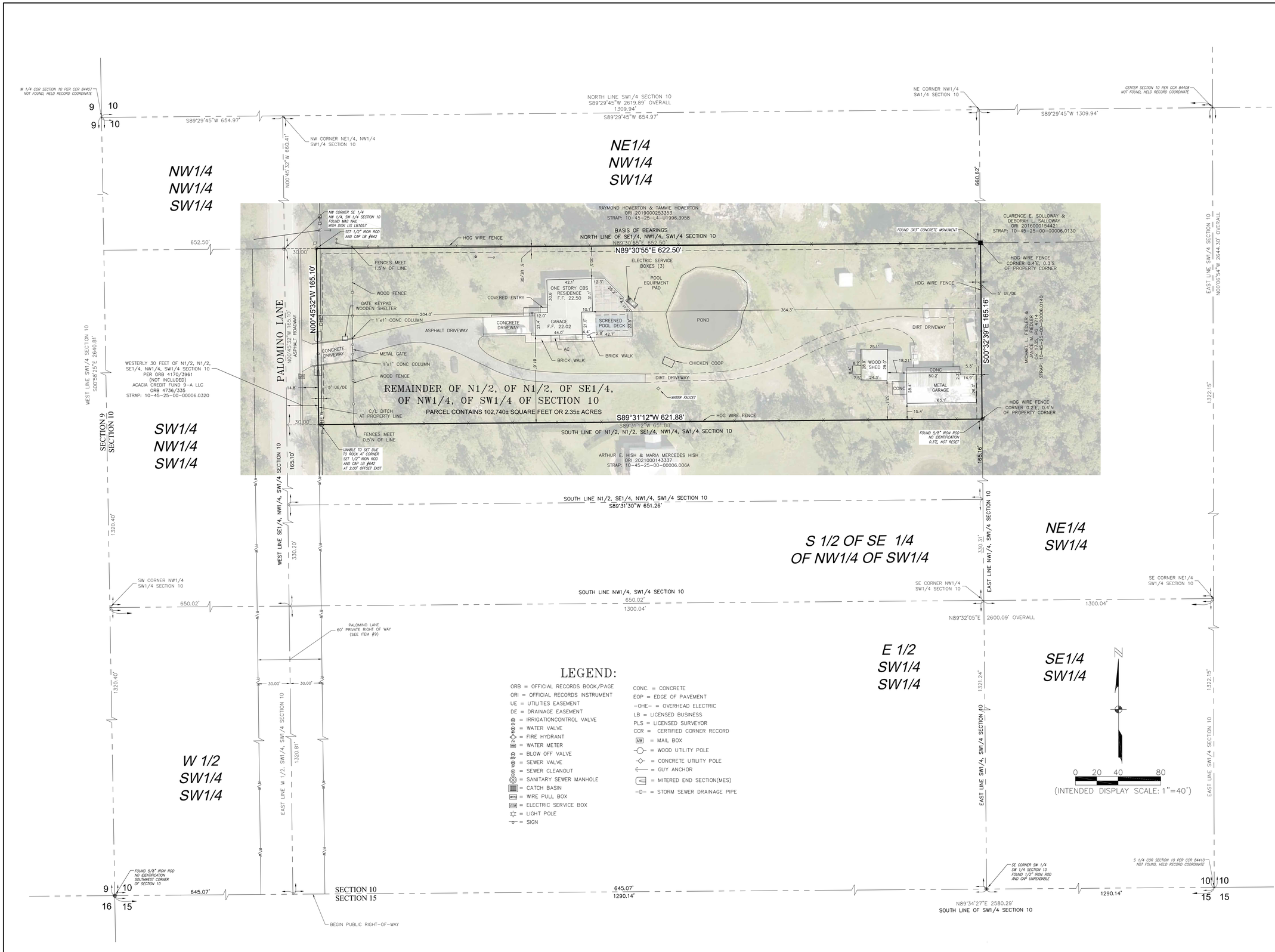
DESCRIPTION	DATE

DATE:	06/13/21
PROJECT NO.	20214098-000
FILE NO.	10-45-24
SCALE:	1"=2000'

COVER SHEET

SHEET NUMBER
1 OF 2

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.



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JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
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E.B. #642 & L.B. #642

CITY OF FORT MYERS
FIRE DEPARTMENT

11631 PALOMINO LANE FEASIBILITY
TAX STRAP: 10-45-25-00-00006.0060
11631 PALOMINO LANE
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

REVISIONS
DESCRIPTION
DATE

DATE:	06/13/21
PROJECT NO.	20214098-000
FILE NO.	10-45-24
SCALE:	1"=40'

DETAIL

SHEET NUMBER
2 OF 2

BOUNDARY SURVEY
OF
A PORTION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

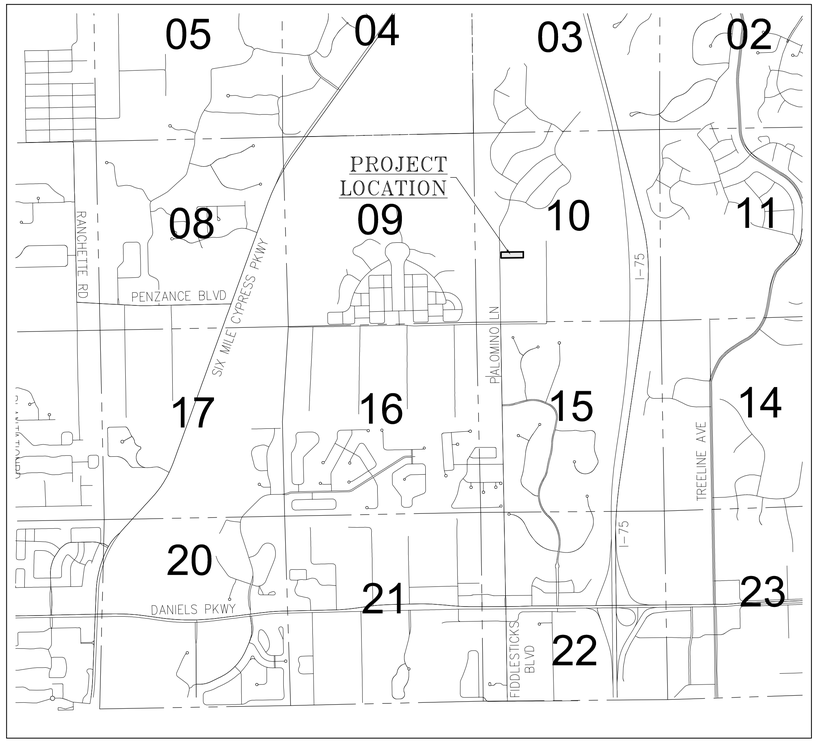
NOTES:

1. DATE OF LAST FIELDWORK: JUNE 16, 2021.
2. COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN ARE BASED ON FLORIDA STATE PLANE, WEST ZONE, WITH THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 10, AS BEARING N89°30'55"E.
4. VERTICAL DATA (ELEVATIONS) SHOWN HEREON ARE IN FEET AND ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). THE REFERENCE BENCHMARK IS A NATIONAL GEODETIC SURVEY (NGS) BENCHMARK, DESIGNATION F 416, PID AD8319, WITH A PUBLISHED ELEVATION OF +18.69 FEET (NAVD88).
5. SURVEYED PARCEL LIES IN F.E.M.A. FLOOD ZONE AE, HAVING A BASE FOOD ELEVATION OF +19.0 (BASE FLOOD ELEVATIONS DETERMINED) AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S DIGITAL FLOOD INSURANCE RATE MAP (D.F.I.R.M.) COMMUNITY PANEL NUMBER 12071C 0433 G, EFFECTIVE DATE: DECEMBER 7, 2018, INDEX DATED DECEMBER 7, 2018, COMMUNITY NUMBER 125124 (LEE COUNTY UNINCORPORATED AREAS).
6. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.
7. THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
8. NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM. THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED. THIS SURVEY DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.
9. THIS SURVEY DOES NOT DETERMINE PROPERTY OWNERSHIP OR PROPERTY RIGHTS. THIS SURVEY LOCATED THE BOUNDARY IN ACCORDANCE WITH AND IN RELATION TO THE LEGAL DESCRIPTION.
10. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
11. OFFSITE EASEMENTS BENEFITING THE SUBJECT PARCEL ARE SHOWN ONLY WHERE THEY CONNECT TO THE SUBJECT PROPERTY.
12. SURVEY MADE WITH THE REVIEW OF "COMMITMENT FOR TITLE INSURANCE" PREPARED BY WFG NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.: 1894052FL-A, FILE NO.: 20210264KR, EFFECTIVE DATE: MAY 18, 2021 AT 8:00 AM.

SURVEY RELATED ITEMS FROM SCHEDULE II-B OF THE TITLE COMMITMENT:

9. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND ALL OTHER MATTERS CONTAINED IN THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1258, PAGE 1845, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW. **EASEMENTS THAT WERE CREATED OVER THE TRACTS AT TIME OF RECORDING OF THIS DOCUMENT ARE SHOWN HEREON. THE PRIVATE RIGHTS-OF-WAYS ARE DEDICATED TO OWNERS OF ALL PARCELS THAT WERE A PART OF THE PARENT PARCEL SPECIFIED IN THIS DOCUMENT, AND, PER THE DOCUMENT, ARE SHOWN ON A SURVEY BY AMEY, INC., DATED JANUARY 20, 1978. THE SURVEY BY AMEY IS NOT INCLUDED IN THIS DOCUMENT AND WAS NOT PROVIDED TO THE SURVEYOR. AN EXAMINATION OF HISTORIC DEEDS FOR PARCELS CREATED THAT LIE ADJACENT TO PALOMINO LANE REVEALED RIGHT-OF-WAY RESERVATIONS FOR THE EXISTING PALOMINO LANE AND APPEARS TO SHOW LEGAL ACCESS TO THE PUBLIC WAY AT THE SOUTH LINE OF SECTION 10.**
10. TERMS AND CONDITIONS OF PASEO COMMUNITY DEVELOPMENT DISTRICT FILED OCTOBER 27, 2010, UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 201000067867, AS AMENDED AND RESTATED UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 201100025937B, AND UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 201100259379, AND UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 2018000274512, AND UNDER OFFICIAL RECORDS INSTRUMENT NUMBER 2018000274513. **DOES NOT AFFECT SUBJECT PARCEL.**
11. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN/LITTORAL RIGHTS IS NOT INSURED. **NONE NOTED.**
12. TITLE TO ANY PORTION OF THE INSURED LAND LYING BELOW THE ORDINARY/MEAN HIGH WATER LINE (MARK) OF ANY NAVIGABLE WATER BODY IS NOT INSURED. **NONE NOTED.**
13. ANY AND ALL RIGHTS OF THE UNITED STATES OF AMERICA OVER ARTIFICIALLY FILLED LANDS IN WHAT WERE FORMERLY NAVIGABLE WATERS, ARISING BY REASON OF THE UNITED STATES OF AMERICA CONTROL OVER NAVIGABLE WATERS IN THE INTEREST OF NAVIGATION AND COMMERCE, AND ANY CONDITIONS CONTAINED IN ANY PERMIT AUTHORIZING THE FILLING IN OF SUCH AREAS. **NONE NOTED.**

VICINITY MAP



0 2000' 4000'
(INTENDED DISPLAY SCALE: 1"=2000')

LEGAL DESCRIPTION
(AS RECORDED IN OFFICIAL RECORDS BOOK 3289, PAGE 3777)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

LESS:
THE WESTERLY 30 FEET THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 4170, PAGE 3961.

THIS SURVEY IS ONLY FOR THE BENEFIT OF:

CITY OF FORT MYERS FIRE DEPARTMENT

NO OTHER PERSONOR ENTITY MAY RELY ONTHIS SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

_____
RICHARD G. DANIELS (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229

DATE
SIGNED: _____
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS CERTIFICATION IS TO THE DATE OF LAST FIELD WORK AS SHOWN IN NOTE 1 AND NOT THE SIGNATURE DATE.

JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

CITY OF FORT MYERS
FIRE DEPARTMENT

11631 PALOMINO LANE
TAX STRAP: 10-45-25-00-00006.0060
A PARCEL OF LAND DESCRIBED IN
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FIELD BOOK 2859, PAGES 70-75

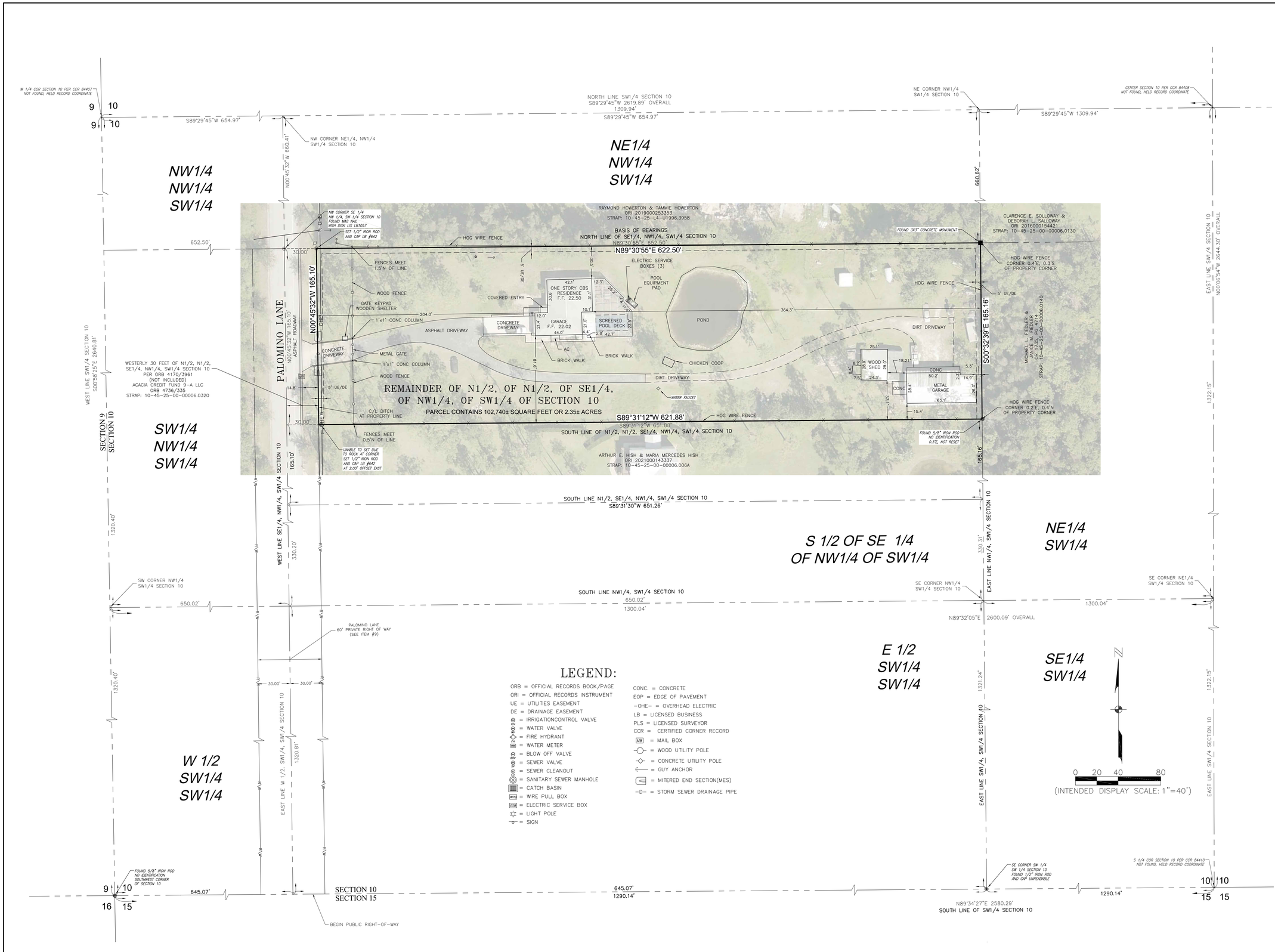
REVISIONS

DESCRIPTION	DATE

DATE:	06/13/21
PROJECT NO.	20214098-000
FILE NO.	10-45-24
SCALE:	1"=2000'

COVER SHEET

SHEET NUMBER
1 OF 2



JOHNSON ENGINEERING
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11631 PALOMINO LANE FEASIBILITY
TAX STRAP: 10-45-25-00-00006.0060
11631 PALOMINO LANE
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

REVISIONS
DESCRIPTION
DATE

DATE:	06/13/21
PROJECT NO.	20214098-000
FILE NO.	10-45-24
SCALE:	1"=40'

DETAIL

SHEET NUMBER
2 OF 2

\\FTMS01\Drawings\2021\20214098-000\Surveying\Surveys\20214098-000 11631 Palomino Ln boundary survey.dwg (V01) RGD Jun 17, 2021 – 3:13pm

First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2060-5464448

Transaction Identification Data for reference only:

Issuing Agent: Duncan & Associates
Issuing Office:
ALTA Universal ID:
Loan ID Number:
Commitment Number:
Issuing Office File Number: 2021.362
Property Address: 11631 PALOMINO LANE, FORT MYERS, FL 33912-1455
Revision Number:

SCHEDULE A

1. Commitment Date: June 28, 2021 @ 8:00 AM
2. Policy to be issued:
   (a) [X] 2006 ALTA® Owner's Policy
   Proposed Insured: City of Fort Myers, a Florida municipal corporation
   Proposed Policy Amount: $635,000.00
   (b) [ ] 2006 ALTA® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: $
   (c) [ ] 2006 ALTA® Loan Policy
   Proposed Insured:
   Proposed Policy Amount: $
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
   Frederick J. Snyder and Patti K. Snyder, husband and wife
5. The Land is described as follows:

   See Exhibit "A" attached hereto and made a part hereof

Duncan & Associates

By: _____
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American	ALTA Commitment for Title Insurance
Schedule BI	ISSUED BY **First American Title Insurance Company** File No: 2060-5464448

Issuing Office File Number: 2021.362

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. Warranty Deed from Frederick J. Snyder and Patti K. Snyder, husband and wife to City of Fort Myers, a Florida municipal corporation conveying the land described under Schedule "A".

5. Record in the Public Records a release or satisfaction of the Mortgage in favor of Wachovia Bank, National Association recorded June 23, 2003, in Official Records Book 3967, Page 142, of the Public Records of LEE County, Florida; together with the following:
   a. Authorization letter to close account signed and executed by seller/borrower and delivered to equity line lender prior to closing.
   b. Indemnity signed and executed by seller/borrower for that Open-End Mortgage recorded in Official Records Book 3967, Page 142, of the Public Records of LEE County, Florida.
   c. Confirm that all outstanding related checks and ATM/VISA CARDS have been sent to the Lender or destroyed prior to conveyance.
   d. Lender confirmation of account cancellation letter along with outstanding balance and payoff amounts with over-night mailing instructions.

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

7. Proof of payment of taxes and assessments for the year 2020, and prior years, plus any penalties and interest.

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Note: The following is for informational purposes only and is given without assurance or guarantee: 2020 taxes show **PAID**. The gross amount is $2,873.42 for Tax Identification No. 10-45-25-00-00006.0060.

The following note is incorporated herein for information purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B-I of the policy):

The following instrument affecting said land is the last conveyancing instrument filed for record within 24 months of the effective date of this commitment:
None

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First American Schedule BII	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** File No: 2060-5464448

Issuing Office File Number: 2021.362

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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

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

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

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

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

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

8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

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First American	ALTA Commitment for Title Insurance
Schedule BII (Cont.)	ISSUED BY **First American Title Insurance Company** File No: 2060-5464448

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

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

9. Reservation of a perpetual non-exclusive ingress, egress and utility easement of the West 30 feet as contained in instrument recorded in Book 4170, Page 3961.

10. Riparian and/or littoral rights are not insured.

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

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First American

Notices – Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

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First American	ISSUED BY **First American Title Insurance Company**
Exhibit A	File No: 2060-5464448

Issuing Office File Number: 2021.362

The land referred to herein below is situated in the County of LEE, State of Florida, and described as follows:

The North 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida; LESS the West 30 feet thereof.

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Help

Real Property Information

New Search

Account	Tax Year	Status
10-45-25-00-00006.0060	2020	PAID
Original Account	Book/Page	
10-45-25-00-00006.0060	3289/3777	

Owner

SNYDER FREDERICK J &
SNYDER PATTI K

Physical Address	Mailing Address
11631 PALOMINO LN FORT MYERS FL 33912	11631 PALOMINO LN FORT MYERS FL 33912 USA

Legal Description

N 1/2 OF N 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 LESS W 30 FT OR 4170/3961

Outstanding Balance as of 7/2/2021 $0.00

Values & Exemptions

District	047
Market Assessed Value	$402,139
Cap Assessed Value	$210,534
Homestead Exemption Value	$50,000
Taxable Value	$160,534
Combined Tax & Assessment Amount	$2,873.42

Ad Valorem Taxes

Taxing Authority	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	4.0506	210,534	50,000	160,534	$650.26
PUBLIC SCHOOL - BY LOCAL BOARD	2.2480	210,534	25,000	185,534	$417.08
PUBLIC SCHOOL - BY STATE LAW	3.8100	210,534	25,000	185,534	$706.88
LEE COUNTY ALL HAZARDS - MSTU	0.0693	210,534	50,000	160,534	$11.13
LEE COUNTY LIBRARY FUND	0.4956	210,534	50,000	160,534	$79.56
LEE COUNTY UNINCORPORATED - MSTU	0.8398	210,534	50,000	160,534	$134.82
SFL WATER MGMT-DISTRICT LEVY	0.1103	210,534	50,000	160,534	$17.71
SFL WATER MGMT-EVERGLADE CONST	0.0380	210,534	50,000	160,534	$6.10
SFL WATER MGMT-OKEECHOBEE LEVY	0.1192	210,534	50,000	160,534	$19.14
LEE COUNTY HYACINTH CONTROL	0.0221	210,534	0	210,534	$4.65
LEE COUNTY MOSQUITO CONTROL	0.2439	210,534	0	210,534	$51.35
SOUTH TRAIL FIRE DISTRICT	2.5000	210,534	0	210,534	$526.34
WEST COAST INLAND NAVIGATION DISTRICT	0.0394	210,534	50,000	160,534	$6.33

Non-Ad Valorem Assessments

Taxing Authority	Rate	Basis	Amount
LEE COUNTY SOLID WASTE ASSESSMENT	1.0000	VARIES	$242.07

Amount Due If Paid In

November 2020	December 2020	January 2021	February 2021	March 2021
$2,758.48	$2,787.22	$2,815.95	$2,844.69	$2,873.42

Additional Options:

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

10.50
315.00

THIS INSTRUMENT PREPARED BY:
Thomas H. Gunderson, Esq.
P.O. Box 280
Fort Myers, FL 33902-0280

INSTR # 6108544
OR BK 04170 Pgs 3961 - 3962; (2pgs)
RECORDED 01/13/2004 03:41:51 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 10.50
DEED DOC 315.00
DEPUTY CLERK L Ambrosio

less out

QUIT CLAIM DEED

THIS INDENTURE, made this 3 day of Nov, 2003, between FREDERICK J. SNYDER and PATTI K. SNYDER, husband and wife, whose address is 11631 Palomino Lane, Fort Myers, Florida 33912, Grantor, and WORTHINGTON HOLDINGS, LLC, a Florida limited liability company, whose address is 9240 Marketplace Road, Suite 2, Fort Myers, Florida 33912, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN and no/100 DOLLARS ($10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said Grantee all the right, title, interest claim and demand, which the said Grantor has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Lee, State of Florida, to wit:

The West thirty feet (30') of the North ½ of the North ½ of the Southeast ¼ of the Northwest ¼ of the Southwest ¼ of Section 10, Township 45 South, Range 25 East, Lee County, Florida ("Property").

Subject to easements, restrictions and reservations of record and taxes for the year 2003 and all subsequent years.

Subject to the reservation of a perpetual non-exclusive ingress, egress and utility easement over the Property.

Parcel Identification No. 10-45-25-00-00006.0060

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Witness
Tom Zul
(Type/Print Name of Witness)

Judy Wahlquist
Witness
JUDY WAHLQUIST
(Type/Print Name of Witness)

Frederick J. Snyder
FREDERICK J. SNYDER

Patti K Snyder
PATTI K. SNYDER

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 3 day of NOVEMBER, 2003, by FREDERICK J. SNYDER and PATTI K. SNYDER, husband and wife, who are personally known to me or who have produced _____ as identification.

My Commission Expires:

JUDITH ANN MOLIQUE
Commission # DD0174397
Expires 1/11/2007
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

Judith Ann Molique
Notary Public
JUDITH ANN MOLIQUE
Print/Type Name of Notary
Commission No. _____

#1157439 v.6

Description: Lee,FL Document - Book.Page 4170.3961 Page: 2 of 2
Order: aa Comment: Page 2 of 2

6-
70

Quit Claim Deed

Made this 8 day of Aug. A.D. 2000
by FREDERICK J. SNYDER

INSTR # 4937611
OR BK 03289 PG 3777
RECORDED 08/09/00 12:47 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 6.00
DOC TAX PD(F.S.201.02) 0.70
DEPUTY CLERK J Miller

hereinafter called the grantor, to
FREDERICK J. SNYDER and
PATTI K. SNYDER, Husband and Wife

whose post office address is:
3332 Avocado Drive
Fort Myers, Florida 33901

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in LEE County, Florida, viz:

The North 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.
This is Vacant Land

Parcel Identification Number: 10-45-25-00-00006.0060

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

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

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

Signed, sealed and delivered in our presence:
(TWO SEPARATE WITNESSES REQUIRED)

Name: Susan Wimmer
Name: Debra L. Petruzelli

Name & Address: FREDERICK J. SNYDER LS

Name & Address: LS

Name: Name & Address: LS

Name: Name & Address: LS

State of FLA.
County of Lee

The foregoing instrument was acknowledged before me this 8 day of Aug., 2000
by
Frederick J. Snyder

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

Print Name:
Notary Public
My Commission Expires:

(Affix Stamp/Seal)

OFFICIAL NOTARY SEAL
DEBRA L. PETRUZELLI
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC 389231
MY COMMISSION EXP. AUG. 20, 2002

PREPARED BY: Debra L. Petruzelli
RECORD & RETURN TO:
CAPE CORAL TITLE INSURANCE AGENCY, INC.
1307 Cape Coral Parkway
Cape Coral, Florida 33904
File No: 24127

QC-1
1/94

INSTR # 5862880
Official Records BK 03967 PG 0142
RECORDED 06/23/2003 09:46:07 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 28.50
MTG DOC 280.00
INTANGIBLE 160.00
DEPUTY CLERK A Janke

11 RECORDING 28.50
ADDT
REC
FEES
MTG
PTC
DOC 280
INT 160
TOTAL

Prepared By:
Amber Fedheffer
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

Return To:
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

OPEN-END MORTGAGE

THIS MORTGAGE is made this day 8th day of May, 2003 between the Mortgagor, FREDERICK J SNYDER,HUSBAND& PATTI K SNYDER AKA PATRICIA SNYDER, WIFE

herein "Borrower"), and the Mortgagee, Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, NC 0630, Charlotte, North Carolina 28288-0630 (herein "Lender").

The Lender has made a loan to Borrower the maximum indebtedness at any one time shall not exceed U.S. $ 80000.00 which loan is an open-end line of credit as evidenced by Borrower's Prime Equity Line of Credit Agreement and Disclosure Statement dated 05/09/01 and extensions, modifications and renewals thereof (herein "Note") which provides for obligatory advances of all or part of the loan proceeds from time to time, subject to provisions in the Note. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on 05/08/41.

THIS MORTGAGE secures a Note that provides for changes in the interest rate, as more particularly described in said Note. In case of a conflict between the Note and this Mortgage governing the terms of the remedies of default or termination of advances, the terms of the Note shall control.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of LEE, State of Florida:

DEED DATE: 08/08/00 RECORDED DATE: 08/09/00 BOOK.INST: 3289 PAGE: 3777
PARCEL/TAX ID: 1045250000006 TWP/BORO:
******SEE ATTACHED LEGAL DESCRIPTION************
****THIS MORTGAGE IS BEING RECREATED TO REFERENCE AN ORIGINAL LINE OF CREDIT DATED 05/09/01****

which has the address of: 11631 PALOMINO LN
FORT MYERS FL 33912
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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

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

1. Obligation to Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates the right to make advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or this Mortgage. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a

SEZ2021-00010 Lee County ePlan Original application dated 07-28-2021

different event occurs or is continuing at a later time.

2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. a) Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section 6.

b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

c) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

d) Except as provided in subsection 4(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within 30 days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.

e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in section 2 or change the amount of the payments. If under section 16 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this section 6, with interest thereon from the date of

Official Records BK 03967 PG 0143

disbursal, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this section 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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

Subject to the provisions of section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Note as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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SEZ2021-00010 Lee County ePlan Original application dated 07-28-2021

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with section 11 within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies by this Mortgage without further notice or demand on Borrower.

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

16. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed and after or without taking such possession shall have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, Lender, or owner of the debt and this Mortgage, or auctioneer, shall execute to the purchaser for and in the name of Borrowers, a good and sufficient deed to the Property sold. Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to said Borrowers or to whomever then appears of record to be the owner of said Property. Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which then would be due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in section 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under section 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under section 16 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in section 16. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

19. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

20. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, this Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Mortgage to be immediately due and payable.

21. Satisfaction. When the balance of all outstanding sums including finance charges and other charges, if any, secured by this Mortgage is zero, Lender shall upon request of Borrower, release this Mortgage. Borrower will pay all recordation costs, if any. Absent a request from Borrower, this Mortgage shall remain in full force and effect for the term set forth above. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

22. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

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23. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered in the presence of:

Wanda Carlson
Witness Signature Wanda Carlson

Lorraine Alvarez
Witness Print Name

J Alvarez
Witness Signature

Witness Print Name

Frederick J Snyder [SEAL]
Borrower: **FREDERICK J SNYDER**
Address: 11631 PALOMINO LN
FT MYERS FL 33912

Patti K Snyder [SEAL]
Borrower: **PATTI K SNYDER**
Address: **11631 PALOMINO LN**
FT MYERS FL 33912

Patricia Snyder [SEAL]
Borrower AKA PATRICIA SNYDER
Address

[SEAL]
Borrower
Address

STATE OF Florida
COUNTY OF Lee

This foregoing instrument was acknowledged before me this May 12, 2003 (date) by

FREDERICK J SNYDER AND PATTI K SNYDER AKA PATRICIA SNYDER
HUSBAND AND WIFE

who is personally known to me or who has produced Fl. Dr. Lic.
(type of identification) as identification.

Wanda Carlson
Notary Public

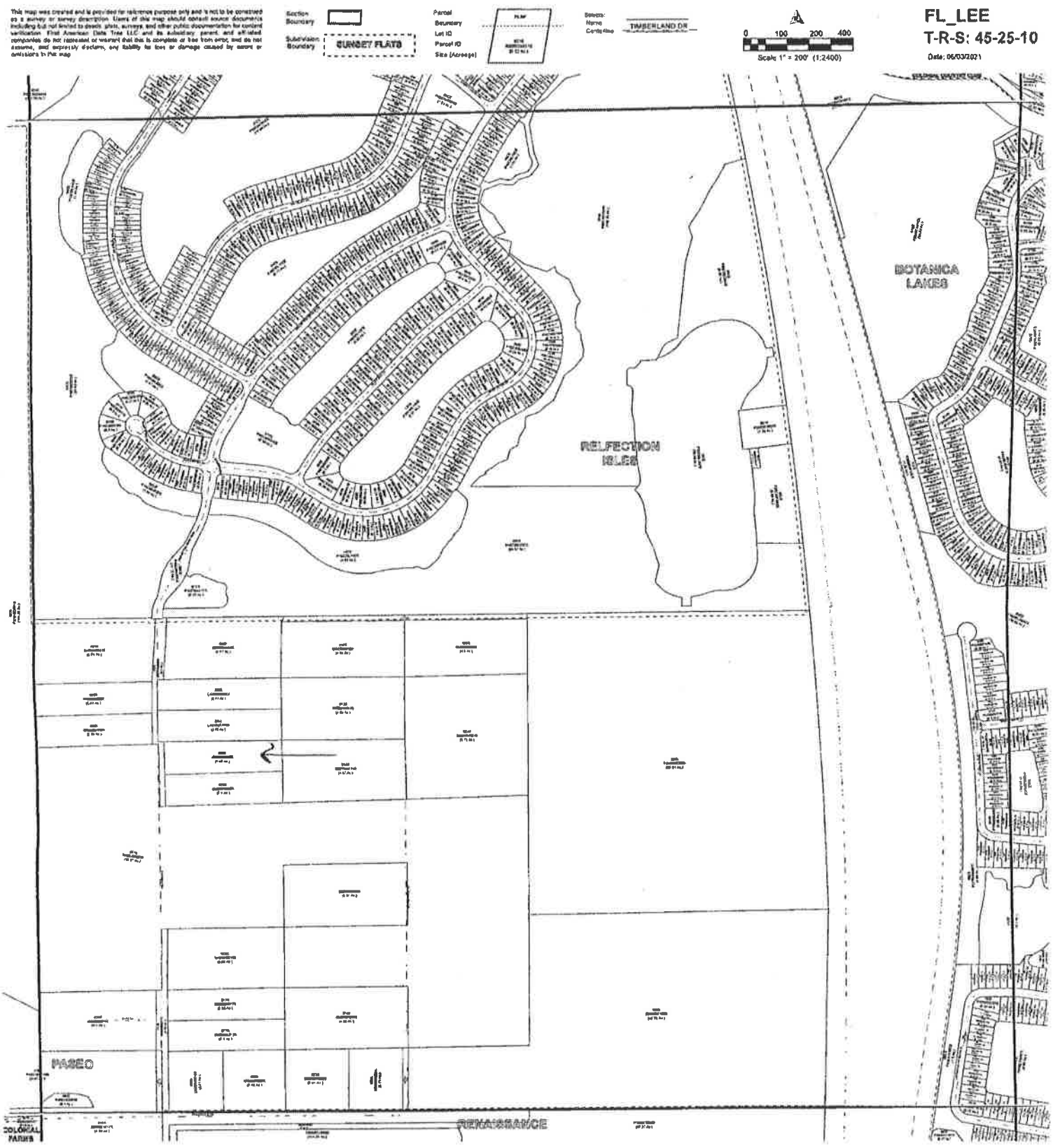
WANDA CARLSON
MY COMMISSION # DD 129569
EXPIRES: June 28, 2006
Bonded Thru Notary Public Underwriters

Legal Description

Reference Number: 0111600880

All that certain property situated in CITY OF FORT MYERS in the county of LEE and state of FLORIDA and being described in a deed dated 08/08/2000 and record ed 08/09/2000 in book 3289 page 3777 among the land records of the county and st ate set forth above and referenced as follows: METES AND BOUNDS Parcel ID Num ber: 1045250000006

Official Records BK 03967 PG 0147



Description: Lee,FL Assessor Map 45.25.10 Page: 1 of 1
Order: aa Comment:

Tip: The Global Search can be used for quick searches, using a case number, address, strap number (no special characters), or license number.

11631 Palomino

Please note: If you are searching for record information, submitting a Code Enforcement complaint or paying fees, you are NOT required to create an account.

Advanced Search

Search Results

Your search for '11631 Palomino' returned the following results

Explore by Category: Records(18) Property Information(1)

Records

All Records

Showing 1-10 of 18 | Download results

Record Number	Address	Record Type	Description	Status	Related Records
SEZ2021-00010	11631 PALOMINO LN, FORT MYERS, FL 33912	Special Exception		Payment Required	0
GEN2021-00203	11631 PALOMINO LN, FORT MYERS, FL 33912	Informal Meeting or Waiver Request		In Review	0
ROF2018-02014	11631 PALOMINO LN, FORT MYERS, 33912	Roof		Closed-Conversion	0
FNC2007-00283	11631 PALOMINO LN, FORT MYERS, 33912	Residential Fence Permit		Closed-Conversion	0
VIO2007-01991	11631 PALOMINO LN, FORT MYERS, 33912	Code Violation		Closed-Conversion	0
VIO2007-01993	11631 PALOMINO LN, FORT MYERS, 33912	Code Violation		Closed-Conversion	0
VIO2007-01471	11631 PALOMINO LN, FORT MYERS, 33912	Code Violation		Closed-Conversion	0
VIO2005-12781	11631 PALOMINO LN, FORT MYERS, 33912	Code Violation		Closed-Conversion	0
RES2004-12710	11631 PALOMINO LN, FORT MYERS, 33912	Residential Accessory Structure (New, Addition or Remodel)		Closed-Conversion	0
POL2004-01308	11631 PALOMINO LN, FORT MYERS, 33912	Residential Pool		Closed-Conversion	0

< Prev 1 2 Next >

Property Information

Search by Address

Showing 1-1 of 1 | Download results

Address	Parcel Number	Owner
11631- PALOMINO LN,FORT MYERS, FL 33912	10452500000060060	SNYDER FREDERICK J & SNYDER PATTI K

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Tip: The Global Search can be used for quick searches, using a case number, address, strap number (no special characters), or license number.

11631 Palomino

Please note: If you are searching for record information, submitting a Code Enforcement complaint or paying fees, you are NOT required to create an account.

Advanced Search

Search Results

Your search for '11631 Palomino' returned the following results.

Explore by Category: Records(18) Property Information(1)

Records

All Records

Showing 11-18 of 18 | Download results

Record Number	Address	Record Type	Description	Status	Related Records
HOL2002-01230	PALOMINO LN 11631,	Home Occupation Approval		Closed-Completed	0
WEL2000-02165	11631 PALOMINO LN, LOT N1/2	Well Permit		Conversion	0
DRV2000-00914	11631 PALOMINO LN, LOT N1/2	Driveway Permit		Closed-Withdrawn	0
CNC2000-02489	11631 PALOMINO LN, LOT N1/2	Concurrency		Closed-Conversion	0
RES2000-06424	11631 PALOMINO LN, LOT N1/2	Residential New Primary Structure		Closed-Conversion	0
VIO070038	PALOMINO LN 11631,	Code Violation		Closed-Conversion	0
VIO069873	PALOMINO LANE 11631, FM,	Code Violation		Closed-Conversion	0
VIO069737	PALOMINO LANE, 11631,	Code Violation		Closed-Conversion	0

< Prev 1 2 Next >

Property Information

Search by Address

Showing 1-1 of 1 | Download results

Address	Parcel Number	Owner
11631- PALOMINO LN,FORT MYERS, FL 33912	10452500000060060	SNYDER FREDERICK J & SNYDER PATTI K

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Tip: The Global Search can be used for quick searches, using a case number, address, strap number (no special characters), or license number.

9908 palmarrosa way

Please note: If you are searching for record information, submitting a Code Enforcement complaint or paying fees, you are NOT required to create an account.

Search Results

Your search for '9908 palmarrosa way' returned the following results.

Explore by Category: Records(1) Property Information(1)

Records

All Records

Showing 1-1 of 1 | Download results

Record Number	Address	Record Type	Description	Status	Related Records
RES2018-11288	9908 PALMARROSA WAY, FORT MYERS, FL 33919	Residential Roofover, Windows, Doors, Shutters		Closed-CC Issued	0

Property Information

Search by Address

Showing 1-1 of 1 | Download results

Address	Parcel Number	Owner
9908- PALMARROSA WAY,FORT MYERS, FL 33919	33452423000000960	SHLYAPNIKOVA ALVINA

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Record RES2018-11288:
Residential Roofover, Windows, Doors, Shutters
Record Status: Closed-CC Issued

Record Info Payments

Work Location

9908 PALMARROSA WAY
FORT MYERS FL 33919

Record Details

IMPORTANT NOTE: For Record Dates (i.e. Received Date, Issued Date, Expiration Date and Finaled Date) or Certificates of Occupancy, Compliance & Use, click Reports at the top of the page, and select the appropriate report name. Certificates of Occupancy, Compliance & Use are only available for records in Closed-CO Issued, Closed-CC Issued, and Closed-Cert of Use Issued, record status.

Applicant:
SISTO ROMANO
200604241514595460
ROMANO SHUTTERS COMPANY
720 NE 25TH AVE
CAPE CORAL, FL, 33909
Alternate Phone:2394589440
Fax:2394589438

Licensed Professional:
SISTO ROMANO
ROMANO SHUTTERS COMPANY
720 NE 25TH AVE
CAPE CORAL, FL, 33909
Alternate Phone:2394589440
Fax:2394589438
Certified General Cntr CGC1510872

View Additional Licensed Professionals>>

Project Description:
TORTUGA PHASES FOUR AND FIVE
ROLLDOWN SHUTTERS W/ MOTORS AND ACCORDIAN SHUTTER

▶ More Details

First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 2060-5464448

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Duncan & Associates

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "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 to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000240782, Doc Type D, Pages 2, Recorded 7/21/2021 at 10:06 AM, Deputy Clerk MNOLAN ERECORD
Rec Fees: $18.50 Deed Doc: $4,445.00

Prepared by and return to:
Corrine Collins
Real Estate Paralegal
Duncan & Associates, P.A.
1601 Jackson Street Suite 101
Fort Myers, FL 33901
239-334-4574
File Number: **2021.362**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 20 day of **July, 2021** between **Frederick J. Snyder and Patti K. Snyder, husband and wife** whose post office address is **1618 SW Santa Barbara Place, Cape Coral, FL 33991**, grantor, and **City of Fort Myers, a Municipal Corporation** whose post office address is **P.O. Drawer 2217, Fort Myers, FL 33902**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lee County**, **Florida** to-wit:

The North 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida.

Parcel Identification Number: 10-45-25-00-00006.0060

Subject to: Covenants, conditions, restrictions, easements, limitations and zoning ordinances of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

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

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: Jon Hosler

Witness Name: Corrine Collins

Witness Name: Jon Hosler

Witness Name: Corrine Collins

Frederick J. Snyder (Seal)

Patti K. Snyder (Seal)

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 20 day of July, 2021 by Frederick J. Snyder and Patti K. Snyder, who [_] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

CORRINE COLLINS
MY COMMISSION # HH 039723
EXPIRES: September 21, 2024
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: _____

My Commission Expires: _____

A. Settlement Statement — Buyer/Seller Settlement Statement

B. Type of Loan

1. FHA	2. FmHA	3. Conv. Unins.	6. File Number	7. Loan Number	8. Mortg. Ins. Case Num.
4. V.A	5. Conv. Ins.		2021 362	ID:	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals

D. NAME OF BUYER: City of Fort Myers, a Municipal Corporation
Address of Buyer: P.O. Drawer 2217, Fort Myers, Florida 33902

E. NAME OF SELLER: Frederick J. Snyder and Patti K. Snyder, husband and wife
Address of Seller: 1618 SW Santa Barbara Place, Cape Coral, Florida 33991 TIN:

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: 11631 Palomino Lane, Fort Myers, Florida 33912

H. SETTLEMENT AGENT: Duncan & Associates, P.A TIN: 59-1551472
Place of Settlement: 1601 Jackson Street, Suite 101, Fort Myers, Florida 33901 Phone: 239-334-4574

I. SETTLEMENT DATE: 7/20/21 DISBURSEMENT DATE: 7/20/21

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		400. Gross amount due to seller:	
101. Contract sales price	635,000.00	401. Contract sales price	635,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	3,848.00	403	
104.		404	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. $242.07 Yr. Solid Waste from 07/20/21 to 09/30/21	46.48	409. $242.07 Yr. Solid Waste from 07/20/21 to 09/30/21	46.48
110		410.	
111		411	
112.		412	
120. Gross amount due from buyer:	638,894.48	420. Gross amount due to seller:	635,046.48
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	14,798.05
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213		513.	
214.		514.	
215.		515.	
216.		516	
217		517	
218		518.	
219.		519	
220. Total paid by/for buyer:	0.00	520. Total reductions in amount due seller:	14,798.05
300. Cash at settlement from/to buyer:		600. Cash at settlement to/from seller:	
301. Gross amount due from buyer (line 120)	638,894.48	601. Gross amount due to seller (line 420)	635,046.48
302. Less amount paid by/for the buyer (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	(14,798.05)
303. Cash (☑ From ☐ To) Buyer:	638,894.48	603. Cash (☑ To ☐ From) Seller:	620,248.43

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR) If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form

Buyer's Initial(s) MKL

Seller's Initial(s) FS. JKS

DoubleTime®

Buyer/Seller Settlement Statement

					Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700 Total Sales/Brokers Com based on price		$635,000.00 @	% =	5,715.00		
701 5,715.00	% to	Sea Winds Realty, Inc ,				
702.	% to					
703. Commission paid at settlement						5,715.00
704.	to					
800 Items payable in connection with loan						
801. Loan origination fee	% to					
802. Loan discount	% to					
803. Appraisal fee	to					
804. Credit report	to					
805 Lender's inspection fee	to					
806. Mortgage insurance application fee	to					
807. Assumption Fee	to					
808.	to					
809.	to					
810.	to					
811	to					
900 Items required by lender to be paid in advance						
901. Interest from	to	@	/day			
902. Mortgage insurance premium for	months to					
903. Hazard insurance premium for	years to					
904 Flood insurance premium for	years to					
905.	years to					
1000 Reserves deposited with lender						
1001. Hazard insurance		months @	per month			
1002. Mortgage insurance		months @	per month			
1003. City property taxes		months @	per month			
1004 County property taxes		months @	per month			
1005. Annual assessments		months @	per month			
1006. Flood insurance		months @	per month			
1007		months @	per month			
1008		months @	per month			
1009. Aggregate accounting adjustment						
1100 Title charges						
1101 Settlement or closing fee	to	Duncan & Associates, P.A			500.00	
1102. Abstract or title search	to	First American Title Insurance Company			75.00	
1103 Title examination	to					
1104. Title insurance binder	to					
1105. Document preparation	to					
1106. Notary fees	to					
1107. Attorney's Fees	to					
(includes above item numbers:				)		
1108 Title Insurance	to	First American Title/Duncan & Associates			3,250.00	
(includes above item numbers:				)		
1109 Lender's coverage (Premium):						
1110. Owner's coverage (Premium):	$635,000.00 ($3,250.00)					
1111. Endorse:						
1112.	to					
1113 Escrow for Satisfaction of Mortgage	to	Duncan & Associates, P.A				3,000.00
1200 Government recording and transfer charges						
1201. Recording fees	Deed	$23.00 Mortgage(s)		Releases	23.00	
1202. City/county tax/stamps	Deed	Mortgage(s)				
1203. State tax/stamps	Deed	$4,445.00 Mortgage(s)				4,445.00
1204.	to					
1205.	to					
1300 Additional settlement charges						
1301. Survey	to					
1302. Pest Inspection	to					
1303 2021 Tax 10-45-25-00-00006.0080	to	Lee County Tax Collector				1,638.05
1304.	to					
1305.	to					
1306.	to					
1307.	to					
1308	to					
1309						
1400 Total settlement charges						
(Enter on lines 103, Section J and 502 Section K)					3,848.00	14,796.05

Buyer's Initial(s): CDA MVL

Seller's Initial(s): F.S. pks

BUYER/SELLER
SETTLEMENT STATEMENT ADDENDUM

File Number: 2021 362

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Buyer(s)

City of Fort Myers, a Municipal Corporation

By: _____
Kevin B. Anderson
Mayor

By: _____
Marty Lawing
City Manager

CITY OF FORT MYERS CORPORATE SEAL FLORIDA

Gwen Carlisle, MMC
City Clerk

Seller(s)

_____
Frederick J. Snyder

_____
Patti K. Snyder

Settlement Agent

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Duncan & Associates, P.A.

By: _____ Date: July 20, 2021

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Customary Recitals

Seller:	Frederick J. Snyder and Patti K. Snyder
Buyer:	City of Fort Myers, a Municipal Corporation
Property:	11631 Palomino Lane, Fort Myers, FL 33912
Closing Agent:	Duncan & Associates, P.A.
Closing Date:	July 20, 2021
File Number:	2021.362

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for any clerical or scriveners errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved by Buyer and Seller and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller and Buyer are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

RECOGNITION OF ROLE OF CLOSING/TITLE AGENT:

1. In regard to transaction described above, Duncan & Associates, P.A. is acting as the Title/Closing Agent. The function of Duncan & Associates, P.A. as the Title/Closing Agent is to prepare the deed and other closing documents, provide title insurance for the subject property through its underwriter and to provide title insurance through its underwriter for any lender. As Title/Closing Agent, we examine title and prepare and record the documents necessary to close the real estate transaction. Duncan & Associates, P.A. does not represent the interest of the Buyer or the Seller in this Transaction. As such, the Buyer and the Seller acknowledge that Duncan & Associates, P.A. did not provide any legal advice to Buyer or Seller with respect to this transaction. Buyer and Seller acknowledge that they have the right to retain legal counsel to advise them concerning this transaction and have either obtained separate legal representation or have decided to proceed with closing the transaction without legal representation.

2. Buyer and Seller have reviewed and signed Settlement Statement for the transaction. The Settlement Statement is accepted and approved by Seller and Buyer and the disbursement of funds as indicated in the Settlement Statement is authorized.

3. Buyer has reviewed the proposed deed and has approved the manner in which title will be held as set forth in the deed.

4. The agreements made herein by Buyer and Seller shall survive the closing and the execution and delivery of the closing documents.

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and

disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

Buyer(s)

Gwen Carlisle, MMC, City Clerk

FORT MYERS CORPORATE SEAL FLORIDA

City of Fort Myers, a Municipal Corporation

By: _____
Kevin B. Anderson, Mayor

By: _____
Marty Lawing, City Manager

Seller(s)

_____
Frederick J. Snyder

_____
Patti K. Snyder

Settlement Agent

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Duncan & Associates, P.A.

By: _____ **Date:** July 20, 2021

Closing Affidavit
(Seller)

Before me, the undersigned authority, personally appeared Frederick J. Snyder and Patti K. Snyder, husband and wife ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **Frederick J. Snyder and Patti K. Snyder, husband and wife** ("Seller"), is/are the owner(s) of and is/are selling the following described property to **City of Fort Myers, a Municipal Corporation** ("Buyer"), to wit:

   The North 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year **2021**, which are not yet due and payable.

3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.

4. There have been no documents recorded in the Public Records of **Lee County**, **Florida** subsequent to , which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **Duncan & Associates, P.A.** in writing, and Seller has no knowledge of any matter affecting title to the Property.

5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.

6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.

7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.

8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.

9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.

10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.

11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.

12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

    a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.

    b. Seller's U.S. Taxpayer Identification Number is on file with closing agent.

    c. Seller's address is: **1618 SW Santa Barbara Place, Cape Coral, FL 33991**.

    d. No other persons or entities have an ownership interest in the above described property.

    Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Duncan & Associates, P.A.** and **First American Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds **Duncan & Associates, P.A.** and **First American Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

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

Frederick J. Snyder

Patti K. Snyder

State of Florida
County of Lee

The foregoing instrument was sworn to and subscribed before me by means of [X] physical presence or [_] online notarization, this 20 day of July, 2021 by Frederick J. Snyder and Patti K. Snyder, who [_] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

CORRINE COLLINS
MY COMMISSION # HH 039723
EXPIRES: September 21, 2024
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: _____

My Commission Expires: _____

Lee County Tax Collector State of Florida

Real Property Tax Proration

July 12, 2021

EXHIBIT NO.: 0

Tax Year: 2021
Current Strap: 10-45-25-00-00006.0060
Original Strap: PR-20-21-00-00000.0030
Parcel No.:
Owner: SNYDER FREDERICK J &
Date of Deposit: 07/20/2021 **(ESTIMATED)**

Escrow No.:
Assessed Value: $213,481
Taxable Value: $163,481
No. of Acres:

Taxes:	$3,098.53
Prorated Taxes:	$1,706.30
Less Discount of 4%:	$68.25
Amount Due:	$1,638.05

Per Diem: $8.15

Deposit made earlier or later than Date of Deposit should be adjusted by this amount.

Note: The per diem calculation includes only those taxes being prorated and does not include Non Ad Valorem Assessments.

Proration of Taxes Based on Millage Rates for 2020

Taxing Authority Code	Name	Tax Roll	Applied	Millage Rate	Taxes	Prorate	No. of Days	Prorated Taxes
044	LEE CO GEN REV	Ad Valorem	Taxable	4.0506	$864.73	Yes	201	$476.19
012	LOCAL SCHOOL	Ad Valorem	Taxable	2.2480	$479.91	Yes	201	$264.27
013	STATE SCHOOL	Ad Valorem	Taxable	3.8100	$813.36	Yes	201	$447.91
101	LEE CO ALL HAZ	Ad Valorem	Taxable	0.0693	$14.79	Yes	201	$8.14
052	LEE CO LIBRARY	Ad Valorem	Taxable	0.4956	$105.80	Yes	201	$58.27
020	LEE CO UNINCORP	Ad Valorem	Taxable	0.8398	$179.28	Yes	201	$98.73
110	SFWMD - DW	Ad Valorem	Taxable	0.1103	$18.03	Yes	201	$9.93
084	SFWMD-ECP	Ad Valorem	Taxable	0.0380	$6.21	Yes	201	$3.42
308	SFWMD - OKEE	Ad Valorem	Taxable	0.1192	$19.49	Yes	201	$10.73
051	LEE CO HYACINTH	Ad Valorem	Assessed	0.0221	$4.72	Yes	201	$2.59
053	LEE CO MOSQUITO	Ad Valorem	Assessed	0.2439	$52.07	Yes	201	$28.68
085	S TRAIL FIRE	Ad Valorem	Assessed	2.5000	$533.70	Yes	201	$293.90
098	W C INLD NAV	Ad Valorem	Taxable	0.0394	$6.44	Yes	201	$3.54
126	CO SLD WST ASMT	Non Ad Valorem	Special	1.0000	$0.00	No	365	$0.00

Help

Real Property Information

New Search

Account	Tax Year	Status
10-45-25-00-00006.0060	2020	PAID

Original Account
10-45-25-00-00006.0060

Book/Page
3289/3777

Owner
SNYDER FREDERICK J &
SNYDER PATTI K

Physical Address
11631 PALOMINO LN
FORT MYERS FL 33912

Mailing Address
11631 PALOMINO LN
FORT MYERS FL 33912
USA

Legal Description
N 1/2 OF N 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 LESS W 30 FT OR 4170/3961

Outstanding Balance as of 7/2/2021 $0.00

Values & Exemptions

District	047
Market Assessed Value	$402,139
Cap Assessed Value	$210,534
Homestead Exemption Value	$50,000
Taxable Value	$160,534
Combined Tax & Assessment Amount	$2,873.42

Ad Valorem Taxes

Taxing Authority	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	4.0506	210,534	50,000	160,534	$650.26
PUBLIC SCHOOL - BY LOCAL BOARD	2.2480	210,534	25,000	185,534	$417.08
PUBLIC SCHOOL - BY STATE LAW	3.8100	210,534	25,000	185,534	$706.88
LEE COUNTY ALL HAZARDS - MSTU	0.0693	210,534	50,000	160,534	$11.13
LEE COUNTY LIBRARY FUND	0.4956	210,534	50,000	160,534	$79.56
LEE COUNTY UNINCORPORATED - MSTU	0.8398	210,534	50,000	160,534	$134.82
SFL WATER MGMT-DISTRICT LEVY	0.1103	210,534	50,000	160,534	$17.71
SFL WATER MGMT-EVERGLADE CONST	0.0380	210,534	50,000	160,534	$6.10
SFL WATER MGMT-OKEECHOBEE LEVY	0.1192	210,534	50,000	160,534	$19.14
LEE COUNTY HYACINTH CONTROL	0.0221	210,534	0	210,534	$4.65
LEE COUNTY MOSQUITO CONTROL	0.2439	210,534	0	210,534	$51.35
SOUTH TRAIL FIRE DISTRICT	2.5000	210,534	0	210,534	$526.34
WEST COAST INLAND NAVIGATION DISTRICT	0.0394	210,534	50,000	160,534	$6.33

Non-Ad Valorem Assessments

Taxing Authority	Rate	Basis	Amount
LEE COUNTY SOLID WASTE ASSESSMENT	1.0000	VARIES	$242.07

Amount Due If Paid In

November 2020	December 2020	January 2021	February 2021	March 2021
$2,758.48	$2,787.22	$2,815.95	$2,844.69	$2,873.42

Additional Options:

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

Tip: The Global Search can be used for quick searches, using a case number, address, strap number (no special characters), or license number.

Please note: If you are searching for record information, submitting a Code Enforcement complaint or paying fees, you are NOT required to create an account.

Search Results

Your search for '11631 Palomino' returned the following results.

Explore by Category: Records(18) Property Information(1)

Records

All Records

Showing 1-10 of 18 | Download results

Record Number	Address	Record Type	Description	Status	Related Records
SEZ2021-00010	11631 PALOMINO LN, FORT MYERS, FL 33912	Special Exception		Payment Required	0
GEN2021-00203	11631 PALOMINO LN, FORT MYERS, FL 33912	Informal Meeting or Waiver Request		In Review	0
ROF2018-02014	11631 PALOMINO LN, FORT MYERS, 33912	Roof		Closed-Conversion	0
FNC2007-00283	11631 PALOMINO LN, FORT MYERS, 33912	Residential Fence Permit		Closed-Conversion	0
VIO2007-01991	11631 PALOMINO LN, FORT MYERS, 33912	Code Violation		Closed-Conversion	0
VIO2007-01993	11631 PALOMINO LN, FORT MYERS, 33912	Code Violation		Closed-Conversion	0
VIO2007-01471	11631 PALOMINO LN, FORT MYERS, 33912	Code Violation		Closed-Conversion	0
VIO2005-12781	11631 PALOMINO LN, FORT MYERS, 33912	Code Violation		Closed-Conversion	0
RES2004-12710	11631 PALOMINO LN, FORT MYERS, 33912	Residential Accessory Structure (New, Addition or Remodel)		Closed-Conversion	0
POL2004-01308	11631 PALOMINO LN, FORT MYERS, 33912	Residential Pool		Closed-Conversion	0

< Prev 1 2 Next >

Property Information

Search by Address

Showing 1-1 of 1 | Download results

Address	Parcel Number	Owner
11631- PALOMINO LN,FORT MYERS, FL 33912	10452500000060060	SNYDER FREDERICK J & SNYDER PATTI K

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Tip: The Global Search can be used for quick searches, using a case number, address, strap number (no special characters), or license number.

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Search Results

Your search for '11631 Palomino' returned the following results.

Explore by Category: Records(18) Property Information(1)

Records

All Records

Showing 11-18 of 18 | Download results

Record Number	Address	Record Type	Description	Status	Related Records
HOL2002-01230	PALOMINO LN 11631,	Home Occupation Approval		Closed-Completed	0
WEL2000-02165	11631 PALOMINO LN, LOT N1/2	Well Permit		Conversion	0
DRV2000-00914	11631 PALOMINO LN, LOT N1/2	Driveway Permit		Closed-Withdrawn	0
CNC2000-02489	11631 PALOMINO LN, LOT N1/2	Concurrency		Closed-Conversion	0
RES2000-06424	11631 PALOMINO LN, LOT N1/2	Residential New Primary Structure		Closed-Conversion	0
VIO070038	PALOMINO LN 11631,	Code Violation		Closed-Conversion	0
VIO069873	PALOMINO LANE 11631, FM,	Code Violation		Closed-Conversion	0
VIO069737	PALOMINO LANE, 11631,	Code Violation		Closed-Conversion	0

< Prev 1 2 Next >

Property Information

Search by Address

Showing 1-1 of 1 | Download results

Address	Parcel Number	Owner
11631- PALOMINO LN,FORT MYERS, FL 33912	10452500000060060	SNYDER FREDERICK J & SNYDER PATTI K

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Please note: If you are searching for record information, submitting a Code Enforcement complaint or paying fees, you are NOT required to create an account.

Record GEN2021-00203:
Informal Meeting or Waiver Request
Record Status: In Review

Record Info Payments

Work Location

11631 PALOMINO LN
FORT MYERS FL 33912

Record Details

Applicant:
Anthony Palermo
City of Fort Myers Community Development
1825 Hendry St
Suite 101
Fort Myers, FL, 33901
Primary Phone:2393217926
apalermo@cityftmyers.com

Project Description:
Mini Fire Station
Utilize existing SFR for a mini fire station to house fire crew(s) and truck

More Details

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Tip: The Global Search can be used for quick searches, using a case number, address, strap number (no special characters), or license number.

Please note: If you are searching for record information, submitting a Code Enforcement complaint or paying fees, you are NOT required to create an account.

Record SEZ2021-00010:
Special Exception
Record Status: Payment Required

Record Info Payments

Work Location

11631 PALOMINO LN
FORT MYERS FL 33912

Record Details

Applicant:
Anthony Palermo
1825 Hendry Street
Fort Myers, FL, 33901

Primary Phone:2393217926
apalermo@cityftmyers.com

Project Description:
City of Fort Myers Fire Station 19
The City of Fort Myers seeks a Special Exception for Fire Station 19 - a mini station/satellite station - located at 11631 Palomino Lane. The property is developed with a single-family home and accessory uses. The single-family home and property would be utilized with some minor improvements to the home with minimal staff and vehicles on site.

More Details

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STRAP	Folio	Owner Name	Site Address
10-45-25-00-00006.0060	10256035	SNYDER FREDERICK J &	11631 PALOMINO LN, FORT MY

Spatial District Query Report

STRAP Number: 10-45-25-00-00006.0060

District Name	District Value		Pct of Parcel in District (if fractional)	Notes
Airport Noise Zone			NOT FOUND	
Airspace Notification			NOT FOUND	
Census Tract	Tract ID	401.19		
Coastal Building Zone			NOT FOUND	
Coastal High Hazard Area			NOT FOUND	
Fire District	Fire District Taxing Authority	South Trail 085		
Evacuation Zone	Zone	D		
Active Evacuation Status			NOT FOUND	
Flood Insurance Zone	Flood Zone Assigned Number	AE-EL19 (NAVD88) 419		1
Flood Insurance Zone - pre 2008	Flood Zone	B		
FIRM Floodway	Floodway	OUTSIDE FLOODWAY		
FIRM Floodway - pre 2008			NOT FOUND	
Flood Insurance Panel	Community Panel Map Number Effective Date Revised Date	125124 0433 12071C0433G 12/7/2018 12:00:00 AM		
Flood Insurance Panel - pre 2008	Community Panel Version Date	125124 0350 B 09/19/1984		
Flowway - 2005			NOT FOUND	
(DNR Flood Zones) Zone A BFE			NOT FOUND	
Zone A - Estimated BFE			NOT FOUND	
DNR Flood Zones - pre 2008			NOT FOUND	
Coastal Barrier Resources System (COBRA)			NOT FOUND	
Coastal Barrier Resources System (COBRA) - Old			NOT FOUND	
Lighting District/MSTBU			NOT FOUND	
Preliminary MSTBU Districts			NOT FOUND	
Taxing Authorities	Authority Name	Green Corridor PACE		
	Authority Name	District #047		
	Authority Name	Lee County Library Fund		
	Authority Name	Lee County Mosquito Control		
	Authority Name	Lee County Unincorporated MSTU		
	Authority Name	South Trail Fire District		
	Authority Name	Solid Waste Area 3		
	Authority Name	Lee County All Hazards Unic		
	Authority Name	School District By Local Board		
	Authority Name	School District By State Law		
	Authority Name	SFL Water Mgmt		

		District Levy		
	Authority Name	West Coast Inland Waterway		
	Authority Name	SFL Water Mgmt Everglades Const		
	Authority Name	SFL Water MGMT Okeechobee Levy		
	Authority Name	Lee County General Revenue		
	Authority Name	Lee County Hyacinth Control		
Planning Community	ID	11		
	Plan Community	Daniels Parkway		
Community Planning Area			NOT FOUND	
Future Land Use Map	Designation	Rural	90.08%	
Sanibel/County Agreement			NOT FOUND	
School Board District	District	2		
	School Board Member	Melisa W. Giovannelli		
School Choice Zone	Choice Zones	South Zone 1		
	Choice Zones	South Zone		
Solid Waste District	District Area	Area 3		
Storm Surge	Category	C		
Subdivisions			NOT FOUND	
Traffic Analysis Zone	TAZ	1411		
Archaeological Sensitivity			NOT FOUND	
Sea Turtle Lighting Zone			NOT FOUND	
Watersheds	Shed ID	Six Mile Cypress		
FLUCCS2004	Land Cover	1110		
	Land Use	1110		
Vegetation Permit Required			NOT FOUND	
Soil	Map Symbol	6	51.3%	
	Soil Name	HALLANDALE FINE SAND		
	Map Symbol	10	48.7%	2
	Soil Name	POMPANO FINE SAND		
Panther Habitat			NOT FOUND	
Eagle Nesting Site Buffer			NOT FOUND	
Commissioner District	District	2		
	Commissioner	Cecil L Pendergrass		
Unincorporated Lee County Zoning	Zoning Designation	AG-2		Zoning Notes
	Zoning Polygon	4445289		
Minimum Use Determination			NOT FOUND	
Development Orders			NOT FOUND	
Road Impact Fee Districts	Name	CENTRAL		
	Tidemark ID	53		
	District	3		
Water Franchise	Franchise Name	Lee County Utilities		
Water Treatment Plant Service Area	Treatment Plant	CSW		
Wastewater Franchise	Franchise Name	Lee County Utilities		
Wastewater Treatment Plant Service Area	Treatment Plant	FMS		
Res. Garbage Collection Day	Hauling Day	F		
Res. Recycling Collection Day	Hauling Day	Th		
Res. Horticulture Collection Day	Hauling Day	Th		
Wind Speed Building Risk Category I	FL Building Code Figure	1609C		
	Design Wind Speed	150 mph		
Wind Speed Building Risk Category II	FL Building Code Figure	1609A		
	Design Wind Speed	160 mph		
Wind Speed Building Risk Category III and IV	FL Building Code Figure	1609B		
	Design Wind Speed	170 mph		

Microwave Radio Relay Path			NOT FOUND
Wellfield Protection Zones			NOT FOUND
Local Jurisdiction	Incorporated Government	Unincorporated Lee County	
Mixed Use Overlay			NOT FOUND

Flood Insurance Rate Map zones assigned by FEMA:
X: Outside the Special Flood Hazard Area (SFHA); flood insurance is not mandatory in this zone, however, lenders, on their own initiative, may require the purchase of flood insurance even if a building is located outside the SFHA. Up to 25% of all NFIP flood losses arise from outside SFHA's (B, C and X zones).
A, AE, VE: In the SFHA; mortgage lenders will likely require flood insurance on property in these zones.

The flood insurance zone "EL" represents the base flood elevation (BFE) measured in feet using the North American Vertical Datum of 1988.
For "A" zones that don't reference a BFE, refer to the "Zone A – Estimated BFE" section which will display the community determined Base Flood Elevation.

If you need a Special Flood Hazard Area (SFHA) determination letter (FIRM letter) from Lee County for a parcel located in unincorporated Lee County, please call Community Development at (239)533-8585 and ask for the Certified Floodplain Manager or email FIRMInfo@leegov.com to request a letter.

Residents of the following incorporated jurisdictions may obtain flood information from that municipality as they independently participate in the NFIP; Bonita Springs (239-949-6262), Cape Coral (239-574-0553), Fort Myers (239-321-7925), Sanibel (239-472-3700), Village of Estero (239-319-2811) and Town of Fort Myers Beach (239-765-0202).

Your municipality will be displayed in the "Local Jurisdiction" report row. For example, if your property is located in unincorporated Lee County, the Districts Query report will display "Unincorporated Lee County" as the Incorporated Government in the Local Jurisdiction row of the report.

[Modify Report Settings]

Note	Details
1	The Flood Zone with the highest corresponding assigned number is the recognized flood zone designation for this property. Residents of unincorporated Lee County may call Community Development at (239)533-8585 and ask for the Certified Floodplain Manager or email FIRMInfo@leegov.com with additional questions. Residents of incorporated areas should call the city in which they reside to verify flood zone status.
2	Contact DEP (239) 344-5600 for wetland determination

Lee County Property Appraiser

Tax Year 2020

Previous Parcel Number | Next Parcel Number | Tangible Accounts | Tax Estimator | Tax Bills | Print

Property Data

STRAP: 10-45-25-00-00006.0060 Folio ID: 10256035

Owner Of Record - Tenants by Entirety [Change Address]

SNYDER FREDERICK J &
SNYDER PATTI K
11631 PALOMINO LN
FORT MYERS FL 33912

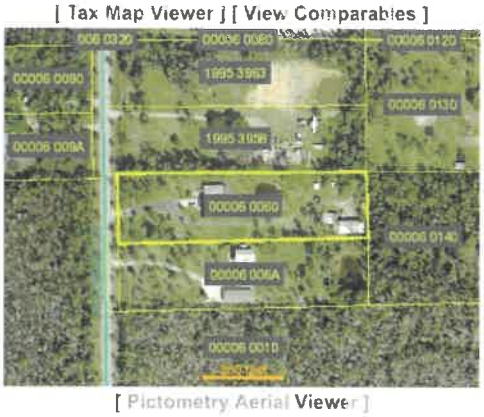
Site Address
Site Address maintained by E911 Program Addressing

11631 PALOMINO LN
FORT MYERS FL 33912

Property Description
Do not use for legal documents!

N 1/2 OF N 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 LESS W 30 FT OR 4170/3961

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Just	386,543

Attributes

Land Units Of Measure	AC
Units	2.39
Total Number of Buildings	1
Total Bedrooms / Bathrooms	3 / 2.0
Total Living Area	1,488
1st Year Building on Tax Roll	2001
Historic Designation	No

Image of Structure



Photo Date April of 2008 View other photos

Last Inspection Date: 04/23/2018

Exemptions

Exemption	Amount
Homestead Exemption	25,000.00
Additional Homestead Exemption	25,000.00

Values (2020 Tax Roll)

Property Values		Attributes	
Just	402,139	Land Units Of Measure	AC
Assessed	402,139	Units	2.39
Portability Applied	0	Total Number of Buildings	1
Cap Assessed	210,534	Total Bedrooms / Bathrooms	3 / 2.0
Taxable	160,534	Total Living Area	1,488
Cap Difference	191,605	1st Year Building on Tax Roll	2001
		Historic Designation	No

Taxing Authorities

SOUTH TRAIL FIRE / 047

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398

LEE CO ALL HAZARDS PROTECTION DIST / 101	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE CO LIBRARY DIST / 052	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE CO UNINCORPORATED MSTU / 020	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE CO HYACINTH CONTROL DIST / 051	Independent District	LEE CO HYACINTH CONTROL DIST 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	LEE CO MOSQUITO CONTROL DIST 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
SOUTH TRAIL FIRE DISTRICT / 085	Independent District	SOUTH TRAIL FIRE DISTRICT 5531 HALIFAX AVE FORT MYERS FL 33912
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	WEST COAST INLAND NAVIGATION DIST 200 MIAMI AVE E VENICE FL 34285-2408
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
SFWMD-DISTRICT-WIDE / 110	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
100.00	08/08/2000	3289/3777	01		V
100.00	10/01/1992	2376/918	01		V
100.00	03/01/1989	2058/2130	01		V

View Recorded Plat at LeeClerk.org

Use the above link to do a search on the Lee County Clerk of Courts website, using **4170** and **3961** for the book and page numbers and **Official Records** for the book type.

Building/Construction Permit Data

Permit Number	Permit Type	Date
ROF2018-02014	Roof	02/09/2018
FNC2007-00283	Fence	08/07/2007
RES2004-12710	Pool & Spa	10/14/2004
POL2004-01308	Pool & Spa	06/30/2004
RES2000-06424	Building New Construction	11/01/2000

IMPORTANT: THIS MAY NOT BE A COMPREHENSIVE OR TIMELY LISTING OF PERMITS ISSUED FOR THIS PROPERTY.

Note: The Lee County Property Appraiser's Office does not issue or maintain any permit information. The Building/Construction permit data displayed here represents only those records this Office may find necessary to conduct Property Appraiser business. Use of this information is with the understanding that in no way is this to be considered a comprehensive listing of permits for this or any other parcel.

The Date field represents the date the property appraiser received information regarding permit activity; it may or not represent the actual date of permit issuance or completion.

Full, accurate, active and valid permit information for parcels can only be obtained from the appropriate permit issuing agency.

Parcel Numbering History

Prior STRAP	Prior Folio ID	Renumber Reason	Renumber Date
10-45-25-00-00006.0000	10256029	Split (From another Parcel)	01/01/1989
10-45-25-00-00006.0310	10485685	Split (From another Parcel)	02/18/2004

Location Information

Township	Range	Section	Block	Lot
45	25E	10		

Municipality	Latitude	Longitude
Lee County Unincorporated - 0	26.5743	-81.80369

Links

View Parcel on Google Maps | View Parcel on GeoView

Solid Waste (Garbage) Roll Data

Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
003 - Service Area 3	R - Residential Category		1	242.07

Collection Days

Garbage	Recycling	Horticulture
Friday	Thursday	Thursday

Flood and Storm Information

Flood Insurance Find my flood zone

Community	Panel	Version	Date	Evacuation Zone
125124	0433	F	8/28/2008	D

Address History

Street Number	Street Name	Unit	City	Zip	Maintenance Date
11631	PALOMINO LN		Fort Myers	33912	12/31/1996 11:11:19 AM

Appraisal Details (2020 Tax Roll)

Land

Land Tracts

Use Code	Use Code Description	Number of Units	Unit of Measure
100	Single Family Residential	2.39	Acres

Land Features

Description	Year Added	Units
IRRIGATION SYSTEM LAWN	2001	1
FENCE - WOOD STOCKADE	2007	160
GATE ELECTRIC	2007	1

Buildings

Building 1 of 1

Building Characteristics

Improvement Type	Model Type	Stories	Living Units
102 - Ranch	1 - single family residential	1.0	1

Bedrooms	Bathrooms	Year Built	Effective Year Built
3	2.0	2001	2003

Building Subareas

Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	1,488
FEP - FINISHED ENCLOSED PORCH	N	310
FGR - FINISHED GARAGE	N	448
FSP - FINISHED SCREEN PORCH	N	40
PS1 - 1 STORY SCREEN ENCL	N	846
PS1 - 1 STORY SCREEN ENCL	N	768
UOP - UNFINISHED OPEN PORCH	N	275

Building Features

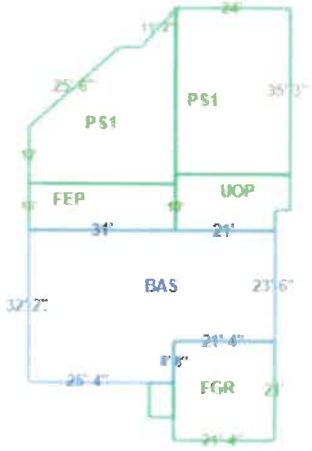
Description	Year Added	Units
UTILITY - UNFINISHED	2001	624
A/C-POOL HEATERS	2004	1
POOL - RESIDENTIAL	2004	420
PATIO - BRICK AND TILE	2004	426
GARAGE - METAL	2005	1,400
SHED - POLE	2005	384
PATIO - BRICK AND TILE	2014	768

Building Front Photo



Photo Date: April of 2008

Building Footprint



Appraisal Details (Current Working Values)

Land

Land Tracts

Use Code	Use Code Description	Number of Units	Unit of Measure

100	Single Family Residential	2.39	Acres

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Building 1 of 1

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Building Features

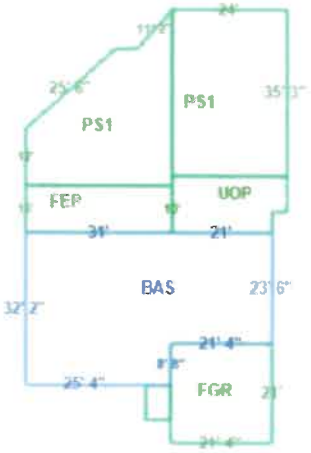
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A/C-POOL HEATERS	2004	1
POOL - RESIDENTIAL	2004	420
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SHED - POLE	2005	384
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Building Front Photo



Photo Date: April of 2008

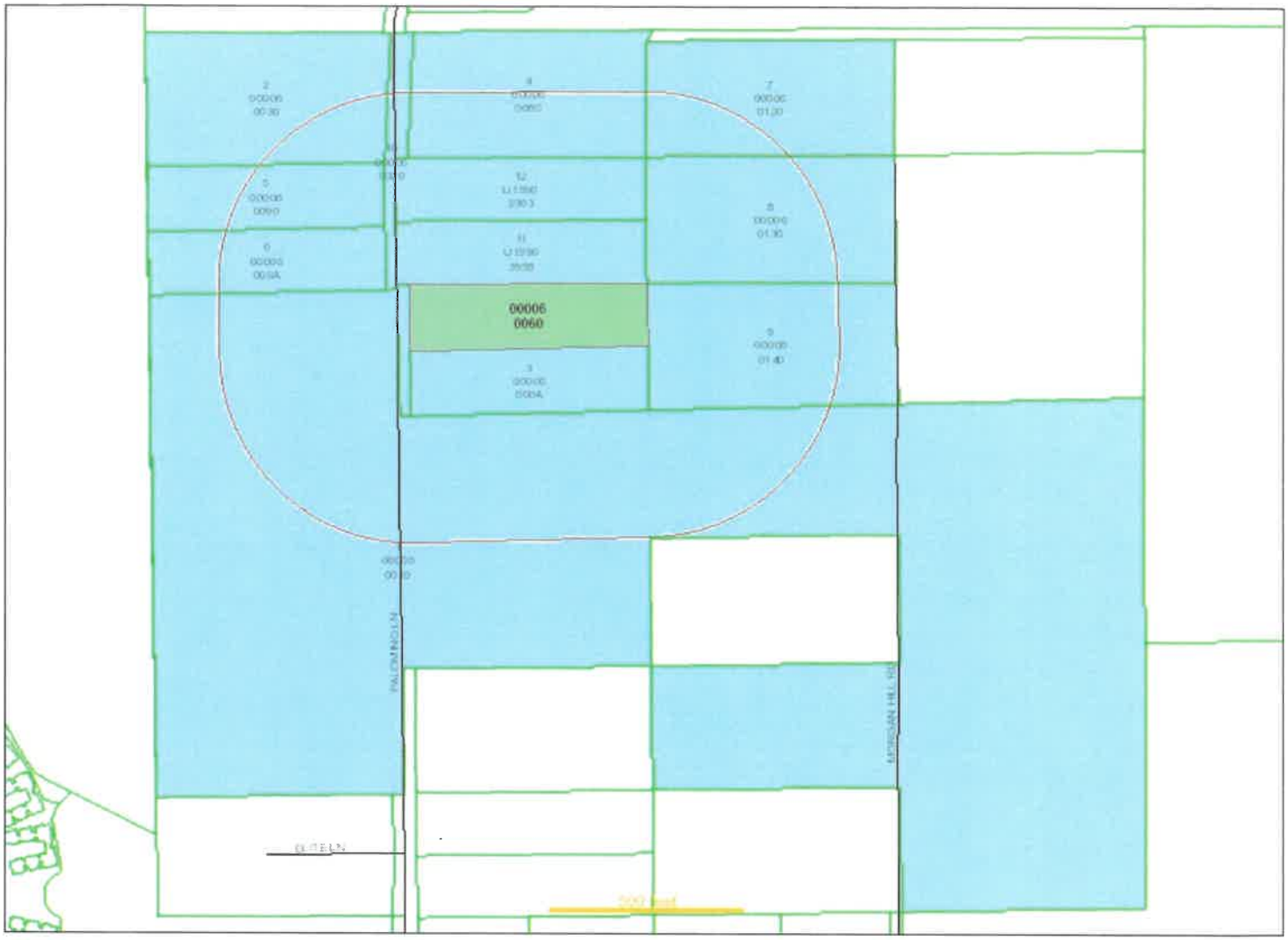
Building Footprint



Previous Parcel Number
Next Parcel Number
New Query Search

TRIM (proposed tax) Notices are available for the following tax years
[2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020]

Results Home



Date of Report: May 27, 2021
Buffer Distance: 500 feet Rerun
Parcels Affected: 12
Subject Parcel: **10-45-25-00-00006.0060**

Click here to download the map image, mailing labels (Avery 5161) and CSV formatted information.

To change, add or remove subject parcels please change the parcel selection in GeoView

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
SOUTH FLA WATER MGMT DIST LAND MANAGEMENT PO BOX 24680 WEST PALM BEACH FL 33416	**10-45-25-00-00006.0010** 11780 PALOMINO LN FORT MYERS FL 33912	SW1/4 OF NW1/4 + NW1/4 OF SW1/4 + S1/2 OF SE1/4 OF NW1/4 + N1/2 OF NE1/4 OF SW1/4 + S1/2 OF NW1/4 OF SE1/4 + S1/2 OF SW1/4 OF NE1/4 + NE1/4 OF SE1/4 + S1/2 OF SE1/4 OF NE1/4	1
HENDON BARRY C 6880 DANIELS PKWY FORT MYERS FL 33912	**10-45-25-00-00006.0030** 11530 PALOMINO LN FORT MYERS FL 33912	N 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4 AKA TRACT 8 + N 5 FT DESC IN OR 3951/181 LESS E 30 FT DESC OR 4170/3947	2
ARTHUR E HISH TRUST + 2015 IMPERIAL GOLD COURSE BLVD NAPLES FL 34110	**10-45-25-00-00006.006A** 11661 PALOMINO LN FORT MYERS FL 33912	S 1/2 OF N 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 LESS W 30 FT OR 4170/3959	3
SCHOL CARLOS 11531 PALOMINO LN FORT MYERS FL 33912	**10-45-25-00-00006.0080** 11531 PALOMINO LN FORT MYERS FL 33912	N 1/2 OF NE 1/4 OF NW 1/4 OF SW 1/4 AKA TR 9 BRAMBLEWOOD + N 5 FT	4

SEZ2021-00010 Lee County ePlan Original application dated 07-28-2021

		DESC OR 3951/183 LESS W 30 FT DESC OR 4170/3951	
VIDRINE PAMELA J L/E 11580 PALOMINO LN FORT MYERS FL 33912	**10-45-25-00-00006.0090** 11580 PALOMINO LN FORT MYERS FL 33912	N 1/2 OF S 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4 LESS E 30 FT DESC OR 4170/3953	5
VIDRINE JAMES V 11600 PALOMINO LN FORT MYERS FL 33912	**10-45-25-00-00006.009A** 11600 PALOMINO LN FORT MYERS FL 33912	S 1/2 OF S 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4LESS E 30 FT DESC OR 4170/3957	6
KONKUS MICHAEL T & MEGAN E 11530 MORGAN HILL RD FORT MYERS FL 33912	**10-45-25-00-00006.0120** 11530 MORGAN HILL RD FORT MYERS FL 33912	N 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4 LESS NLY 5 FT	7
SOLLOWAY CLARENCE E & 13121 UNIVERSITY DR FORT MYERS FL 33907	**10-45-25-00-00006.0130** 11580 MORGAN HILL RD FORT MYERS FL 33912	S 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4	8
FIEDLER MICHAEL L + JANICE M 11780 MORGAN HILL RD FORT MYERS FL 33912	**10-45-25-00-00006.0140** 11660 MORGAN HILL RD FORT MYERS FL 33912	N 1/2 OF SW 1/4 OF NE 1/4 OF SW 1/4	9
ACACIA CREDIT FUND 9-A LLC 201 EAST WASHINGTON ST #1760 PHOENIX AZ 85004	**10-45-25-00-00006.0320** RIGHT OF WAY FORT MYERS FL	PAR LOC NW 1/4 OF THE SW 1/4 DESC IN OR 4170 PGS 3941 + 3943 +3945+ 3947+3949+3951+3953+3955 + 3957 + 3959 +3961+4337/3656	10
HOWERTON RAYMOND E JR & 11581 PALOMINO LN FORT MYERS FL 33912	**10-45-25-L4-U1996.3958** 11581 PALOMINO LN FORT MYERS FL 33912	S1/2 OF S 1/2 OF NE 1/4 OF NW 1/4 OF SW 1/4 AKA TR 10 BRAMBLEWOOD LESS W 30 FT OR 4170/3943	11
HOWERTON TYLER J 11551 PALOMINO LN FORT MYERS FL 33912	**10-45-25-L4-U1996.3963** 11551 PALOMINO LN FORT MYERS FL 33912	N 1/2 OF S 1/2 OF NE 1/4 OF NW 1/4 OF SW 1/4 AKA TR 10 BRAMBLEWOOD LESS W 30 FT OR 4170/3943	12

FORT MYERS FIRE DEPARTMENT

2033 Jackson Street
Fort Myers, FL 33901
Phone: 239-321-7311 Fax: 239-334-1625

Office of the Fire Chief

City of Palms

May 4, 2021

Frederick J. Snyder and Patti K. Snyder
11631 Palomino Lane
Fort Myers, FL 33912

Re: **Letter of Intent: Purchase of 11631 Palomino Lane, Fort Myers, FL 33912.**

Dear Mr. and Mrs. Snyder:

This letter stands as a **Letter of Intent** from the **City of Fort Myers** (Buyer), a Florida municipal corporation, to **Frederick J. Snyder and Patti K. Snyder** (Seller), to purchase your improved real property located at **11631 Palomino Lane, Fort Myers, FL 33912** (Property), for **Six Hundred Fifty Thousand and 00/100 U.S. Dollars ($650,000.00),** contingent upon a due diligence period of **sixty (60) days**, which would allow the Buyer to obtain an appraisal of valuation, a home inspection, a title search, a Phase I Environmental Site Assessment, and a Phase II Environmental Site Assessment, if necessary. Should a concern arise from the due diligence period, Buyer would reserve the right to renegotiate the purchase price, accordingly.

Upon acceptance by the Seller of the Letter of Intent, the Buyer will prepare a Purchase and Sale Agreement incorporating the terms and conditions of this Letter of Intent, and containing the usual agreements, representations, warranties, indemnifications, and other provisions commonly found in such agreements, which will be presented to the Seller for review prior to the expiration of the due diligence period. The Seller and Buyer shall act in good faith and use their best efforts to negotiate and enter into the Purchase and Sale Agreement based upon this Letter of Intent.

Buyer and Seller acknowledge and agree that this Letter of Intent shall be superseded by the Purchase and Sale Agreement. If the Purchase and Sale Agreement is not fully executed, this Letter of Intent shall expire, be of no further force and effect, and neither Buyer nor Seller shall have any further rights or duties hereunder.

On May 3, 2021, the City Council of the City of Fort Myers gave provisional approval to contract with Seller, should this Letter of Intent be accepted. However, any acquisition of real property by the City of Fort Myers would require approval by the City Council at a scheduled public hearing, in accordance with City Code 2-39.

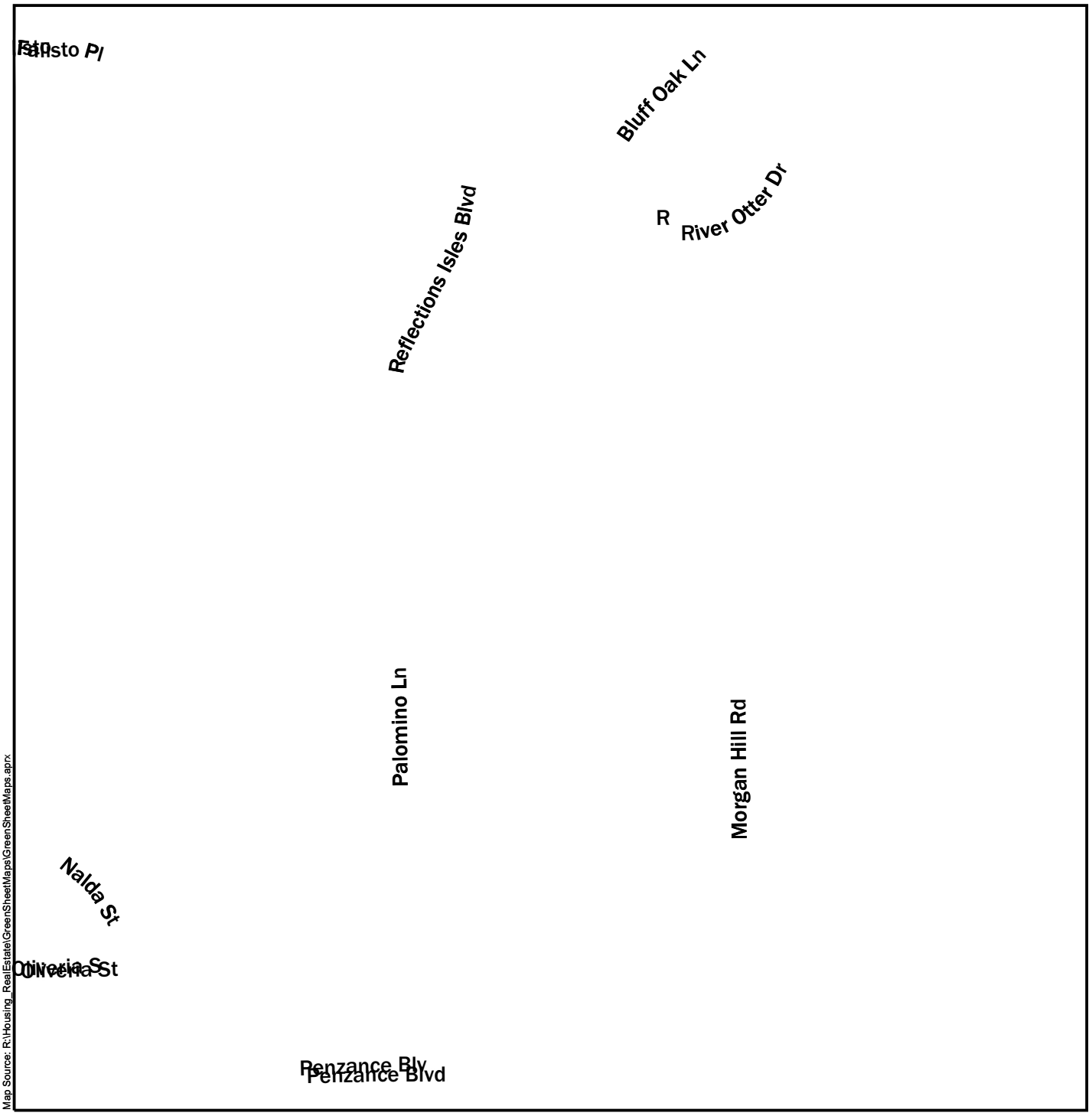
This offer shall be automatically terminated as of **June 30, 2021.**

Respectfully,

Tracy McMillion
Fire Chief
City of Fort Myers Fire Department

City of Fort Myers

Location Map: 11631 Palomino Lane, Fort Myers, FL 33912



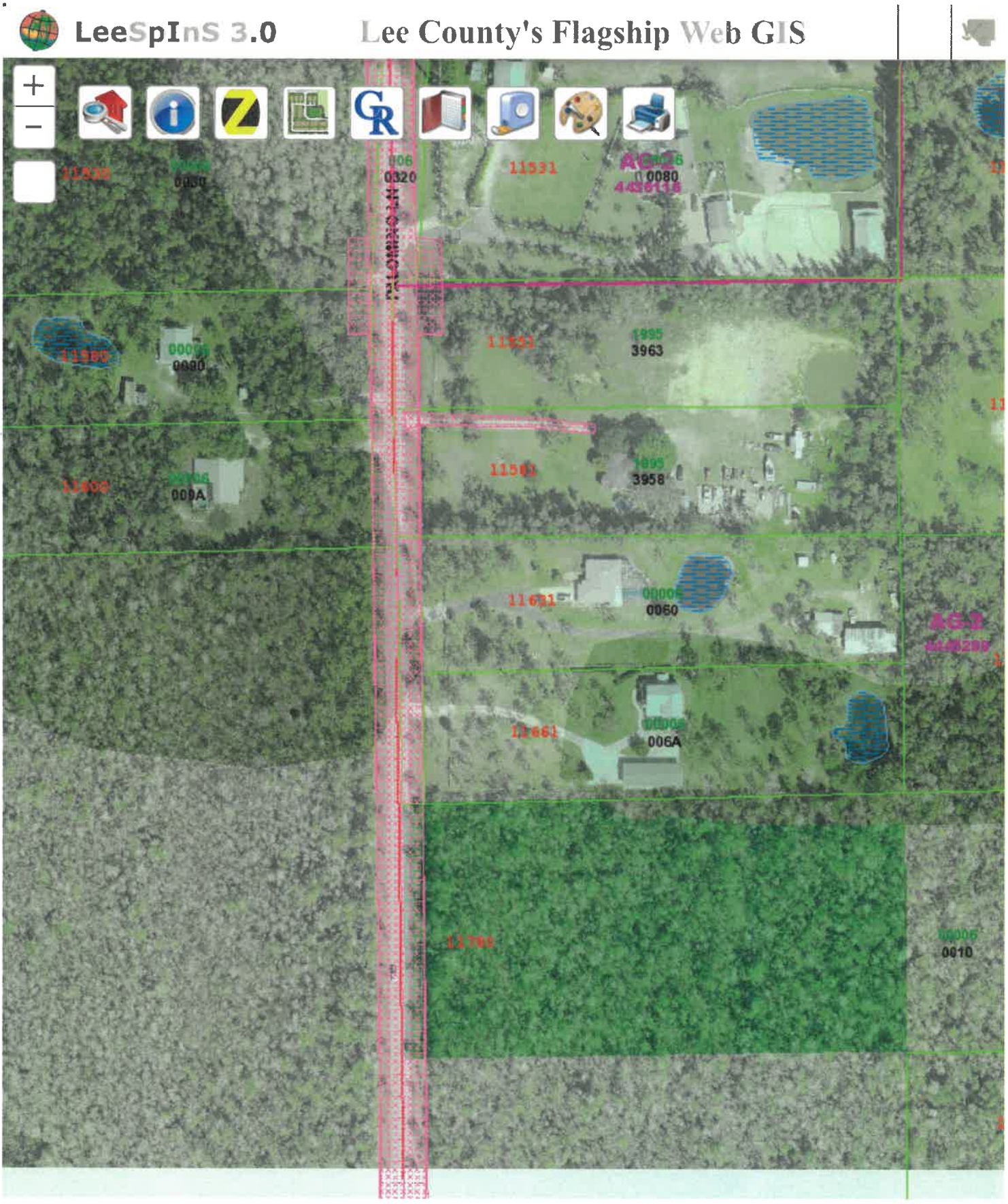
City Boundary
Item Location
Parcel Lines

N
W E
S

0 260 520 1,040
Feet

Date: 5/4/2021

Map for reference only and is not a survey. The City of Fort Myers makes no claims or guarantees about the accuracy of the information contained on this map, and expressly disclaims liability for errors and omissions. Source: City of Fort Myers - GIS


LeeSpInS 3.0
Lee County's Flagship Web GIS
11532
0050
0320
11531
AG-2
0080
11530
0090
11531
1995
3963
11501
1995
3958
009A
11631
0060
AG-2
11661
006A
11701
0010
200ft
-81.803 26.574 Degrees

File No.: 21050611

APPRAISAL OF REAL PROPERTY



Date of Valuation:

05/20/2021

Located At:

11631 Palomino Ln
Lengthy Legal, see Addendum
Fort Myers, FL 33912

For:

City of Fort Myers Fire Department
2033 Jackson Street, Fort Myers, FL 33901

Table of Contents:

Letter of Transmittal 1
GP Residential 2
GP Residential 3
Additional Comparables 4-6 4
GP Residential 5
GP Residential Certifications Addendum 6
Legal Description 8
Location Map 9
Flood Map 10
Aerial Map 11
Building Sketch 12
Subject Photos 13
Photograph Addendum 14
Photograph Addendum 15
Photograph Addendum 16
Photograph Addendum 17
Photograph Addendum 18
Comparable Photos 1-3 19
Comparable Photos 4-6 20
Qualifications 21

Maxwell, Hendry & Simmons, LLC
1619 Jackson Street
Fort Myers, FL 33901
(239) 337-0555
http://www.mhsappraisal.com

06/03/2021

City of Fort Myers Fire Department
Chief James Hayden, Deputy Chief of Administration
2033 Jackson Street
Fort Myers, FL 33901

Re: Property: 11631 Palomino Ln
Fort Myers, FL 33912
Borrower: N/A
File No.: 21050611

Opinion of Value: $ 620,000
Effective Date: 05/20/2021

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Alexander J. Caldwell
License or Certification #: Cert Res RD8217
State: FL Expires: 11/30/2022
info@mhsappraisal.com

Maxwell, Hendry & Simmons, LLC

RESIDENTIAL APPRAISAL REPORT

File No.: 21050611

SUBJECT

Property Address: 11631 Palomino Ln | City: Fort Myers | State: FL | Zip Code: 33912
County: Lee | Legal Description: Lengthy Legal, see Addendum
Assessor's Parcel #: 10-45-25-00-00006.0060
Tax Year: 2020 | R.E. Taxes: $ 2,873.42 | Special Assessments: $ 0 | Borrower (if applicable): N/A
Current Owner of Record: Frederick J. & Patti K. Snyder | Occupant: [X] Owner [ ] Tenant [ ] Vacant | [ ] Manufactured Housing
Project Type: [ ] PUD [ ] Condominium [ ] Cooperative [ ] Other (describe) | HOA: $ [ ] per year [ ] per month
Market Area Name: South Fort Myers | Map Reference: 10-45-25 | Census Tract: 0401.19

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: [X] Market Value (as defined), or [ ] other type of value (describe)
This report reflects the following value (if not Current, see comments): [X] Current (the Inspection Date is the Effective Date) [ ] Retrospective [ ] Prospective
Approaches developed for this appraisal: [X] Sales Comparison Approach [X] Cost Approach [ ] Income Approach (See Reconciliation Comments and Scope of Work)
Property Rights Appraised: [X] Fee Simple [ ] Leasehold [ ] Leased Fee [ ] Other (describe)
Intended Use: The intended use of the assignment is for decision-making guidance for a potential acquisition of the property.

Intended User(s) (by name or type): City of Fort Myers Fire Department
Client: City of Fort Myers Fire Department | Address: 2033 Jackson Street, Fort Myers, FL 33901
Appraiser: Alexander J. Caldwell | Address: 1619 Jackson Street, Fort Myers, FL 33901

MARKET AREA DESCRIPTION

Location:	[ ] Urban	[X] Suburban	[ ] Rural	**Predominant Occupancy**	**One-Unit Housing**			**Present Land Use**		**Change in Land Use**	
Built up:	[X] Over 75%	[ ] 25-75%	[ ] Under 25%		PRICE $(000)		AGE (yrs)	One-Unit	45 %	[X] Not Likely	
Growth rate:	[ ] Rapid	[X] Stable	[ ] Slow	[X] Owner				2-4 Unit	5 %	[ ] Likely *	[ ] In Process *
Property values:	[X] Increasing	[ ] Stable	[ ] Declining	[ ] Tenant	200	Low	0	Multi-Unit	5 %	* To:	
Demand/supply:	[X] Shortage	[ ] In Balance	[ ] Over Supply	[X] Vacant (0-5%)	1,750	High	60	Comm'l	25 %		
Marketing time:	[X] Under 3 Mos.	[ ] 3-6 Mos.	[ ] Over 6 Mos.	[ ] Vacant (>5%)	400	Pred	20	Vacant	20 %		

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The neighborhood boundaries are Colonial Boulevard to the north, I-75 to the east, Alico Road to the south, and US-41 to the west. The subject's neighborhood is composed primarily of average to very good quality, single family homes, of varying design and appeal. The subject has access to all supporting facilities including schools, banks, shopping, and emergency services via Daniels Parkway, Six Mile Cypress Parkway, and Metro Parkway. Financing trends are toward conventional mortgages and cash sales. From 2017 to early 2020, growth slowed in the market as supply began to come from new construction. However, in April of 2020, prices began to increase again as additional demand came into the market as a byproduct of the COVID-19 pandemic. This demand depleted inventory in most markets and historic low interest rates also fueled price growth. Prices are currently increasing at a 12% annual rate. Exposure time was also 0-3 months.

SITE DESCRIPTION

Dimensions: 176' x 620' x 164' x 624', per GIS | Site Area: 2.39 ac
Zoning Classification: AG-2 | Description: Agricultural
Zoning Compliance: [X] Legal [ ] Legal nonconforming (grandfathered) [ ] Illegal [ ] No zoning
Are CC&Rs applicable? [ ] Yes [X] No [ ] Unknown | Have the documents been reviewed? [ ] Yes [ ] No | Ground Rent (if applicable) $ /
Highest & Best Use as improved: [X] Present use, or [ ] Other use (explain)

Actual Use as of Effective Date: Single Family Residential | Use as appraised in this report: Single Family Residential
Summary of Highest & Best Use: The site is subject to AG-2 zoning. This zoning allows for single family residential dwellings. The subject sites physical aspects do not impose apparent major limitations on development. The financial feasibility of development is evidenced by several similar uses in the market area. Single-family development is considered the highest and best use as vacant, based on the legally permissible, physically possible, and financially feasible uses of the site.

Utilities	Public	Other	Provider/Description
Electricity	[X]	[ ]	
Gas	[ ]	[ ]	None
Water	[ ]	[X]	Well (Typical)
Sanitary Sewer	[ ]	[X]	Septic(Typical)
Storm Sewer	[ ]	[ ]	

Off-site Improvements	Type	Public	Private
Street	Asphalt	[X]	[ ]
Curb/Gutter	Concrete	[X]	[ ]
Sidewalk	None	[ ]	[ ]
Street Lights	Arched	[X]	[ ]
Alley	None	[ ]	[ ]

Topography	Generally Level
Size	Typical
Shape	Rectangular (see aerial)
Drainage	Appears Adequate
View	Residential

Other site elements: [X] Inside Lot [ ] Corner Lot [ ] Cul de Sac [ ] Underground Utilities [ ] Other (describe)
FEMA Spec'l Flood Hazard Area [X] Yes [ ] No | FEMA Flood Zone AE | FEMA Map # 12071C0433G | FEMA Map Date 12/07/2018
Site Comments: No survey was provided, therefore adverse easements, encroachments, or environmental could not be determined. This appraisal assumes there are no adverse easements, encroachments or environmental conditions associated with the subject property. The subject site features mature landscaping, wood fence with gate, a pond, a barn, shed, large workshop, and concrete driveway/walkways.

DESCRIPTION OF THE IMPROVEMENTS

General Description		**Exterior Description**		**Foundation**		**Basement** [X] None		**Heating**	FWA
# of Units	1 [ ] Acc.Unit	Foundation	Concrete	Slab	Concrete	Area Sq. Ft.		Type	Central System
# of Stories	1	Exterior Walls	Stucco	Crawl Space	None	% Finished		Fuel	Electricity
Type [X] Det. [ ] Att. [ ]		Roof Surface	Shingle	Basement	None	Ceiling			
Design (Style)	Contemporary	Gutters & Dwnspts.	Aluminum	Sump Pump	[ ] None	Walls		**Cooling**	Central
[X] Existing [ ] Proposed [ ] Und.Cons.		Window Type	Aluminum	Dampness	[ ] None	Floor		Central	X
Actual Age (Yrs.)	20	Storm/Screens	Vinyl Mesh	Settlement	None Noted	Outside Entry		Other	
Effective Age (Yrs.)	17			Infestation	None Noted				

Interior Description		**Appliances**		**Attic** [ ] None		**Amenities**		**Car Storage** [ ] None	
Floors	Tile/LaminateWood	Refrigerator	[X]	Stairs	[ ]	Fireplace(s) #	0	Garage # of cars	(4 Tot.)
Walls	Drywall	Range/Oven	[X]	Drop Stair	[ ]	Patio	Screened	Attach.	2
Trim/Finish	Wood/Painted	Disposal	[X]	Scuttle	[X]	Deck		Detach.	
Bath Floor	Tile	Dishwasher	[X]	Doorway	[ ]	Porch	Covered	Blt.-In	
Bath Wainscot	Tile	Fan/Hood	[X]	Floor	[ ]	Fence	Wood	Carport	
Doors	Wood	Microwave	[X]	Heated	[ ]	Pool	Screened	Driveway	2
		Washer/Dryer	[X]	Finished	[ ]	Other	Entry	Surface	Concrete

Woodstove(s) # 0

Finished area **above** grade contains: 7 Rooms | 3 Bedrooms | 2 Bath(s) | 1,798 Square Feet of Gross Living Area Above Grade
Additional features: The subject features tile/laminate flooring, vaulted ceilings, raised-panel cabinetry, stainless steel appliances, plant shelves, a covered porch, and a screened paver patio with pool/spa.
Describe the condition of the property (including physical, functional and external obsolescence): The subject is an average quality house in overall average condition for its age and neighborhood. The water heater was replaced in 2019. The roof was replaced in 2018. The air conditioner and appliances have also been updated. Each of the positive and negative condition-related factors have been considered within the assignment of an effective age.

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RESIDENTIAL APPRAISAL REPORT

File No.: 21050611

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Local Multiple Listing Service (MLS), Public Records

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: There are no prior transfers to analyze.
Date: N/A	The subject is currently listed for $649,900 as of 04/03/2021 per ML#221025240.
Price:	
Source(s):	
2nd Prior Subject Sale/Transfer	
Date: N/A	
Price:	
Source(s):	

SALES COMPARISON APPROACH

SALES COMPARISON APPROACH TO VALUE (if developed) ☐ The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	11631 Palomino Ln Fort Myers, FL 33912	11525 Ranchette Rd Fort Myers, FL 33966		11661 Palomino Ln Fort Myers, FL 33912		6900 Briarcliff Rd Fort Myers, FL 33912	
Proximity to Subject		2.28 miles W		0.03 miles S		4.54 miles SW	
Sale Price	$		$ 575,000		$ 749,900		$ 460,000
Sale Price/GLA	$ /sq.ft.	$ 280.08 /sq.ft.		$ 248.48 /sq.ft.		$ 277.95 /sq.ft.	
Data Source(s)	Inspection/MLS	ML# 221010839		ML#221019592		ML#221004741	
Verification Source(s)	Public Record	IN#2021000168419		IN#2021000143337		IN#2021000092648	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Sales or Financing Concessions	N/A	Conventional None Known		Cash None Known		Conventional None Known	
Date of Sale/Time	N/A	05/18/2021		04/30/2021	+7,500	03/10/2021	+9,200
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	South Fort Myers	South Fort Myers		South Fort Myers		Briarcliff	
Site	2.39 ac	2.0 ac	+19,500	2.39 ac		1.25 ac	+57,000
View	Residential	Residential		Residential		Residential	
Design (Style)	Contemporary	Contemporary		Contemporary		Contemporary	
Quality of Construction	Average	Average		Good	-75,500	Average	
Age	20 Years	26 Years		42 Years		41 Years	
Condition	Effective Age: 17	Effective Age: 16	-5,000	Effective Age: 17		Effective Age: 20	+15,000
Above Grade Room Count (Total / Bdrms / Baths)	7 / 3 / 2	7 / 3 / 2		9 / 4 / 2		7 / 3 / 2	
Gross Living Area	1,798 sq.ft.	2,053 sq.ft.	-15,300	3,018 sq.ft.	-73,200	1,655 sq.ft.	+8,580
Basement & Finished Rooms Below Grade	N/A	N/A		N/A		N/A	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central/Central	Central/Central		Central/Central		Central/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	2 Car Garage	3 Car Garage	-10,000	Open Parking	+20,000	2 Car Garage	
Porch/Patio/Deck	Porch/Patio	Porch/Patio		3Prch/Ptio/Deck	-21,000	Porch/2Patio	-5,000
Pool/Spa	Pool	Pool/Spa	-5,000	None	+25,000	Pool	
Additional Features	Fnc/Shd/Brn/Wkshp	Fence/Shed/Scrns	+50,000	Fence/LrgWorkshop	-5,000	Fence/Shed	+55,000
Net Adjustment (Total)		☒ + ☐ -	$ 34,200	☐ + ☒ -	$ -122,200	☒ + ☐ -	$ 139,780
Adjusted Sale Price of Comparables		Net 5.9 % Gross 18.2 %	$ 609,200	Net 16.3 % Gross 30.3 %	$ 627,700	Net 30.4 % Gross 32.6 %	$ 599,780

Summary of Sales Comparison Approach: The comparable sales utilized have been provided as the best available indicators of current market value. All sales are similar uses located in the same neighborhood. All quantitative adjustments are based on paired sales (GLA, etc.) and/or depreciated cost (additional items). Surplus land adjustments adjustments have been applied based upon paired sales analysis and review of land sales in the market area. Market condition adjustments have been applied at a 1% monthly appreciation. Condition adjustments have been applied based on effective ages, not actual ages, due to varying degrees of condition and updating exist. This adjustment is applied at a rate of $5,000 per effective year difference. The effective age adjustment has been calculated by the depreciation using the age/life method. Adjustments for location, quality, bathroom count, gross living area, and amenities were warranted. Comparable 6 is the most similar active listing in the subject development.

Sales data indicate a value range of $535,380 to $642,600 with the subject commanding a value within this range. Comparables 4 and 5 represent the high and low ends of the closed sale value range. Excluding these sales as outliers, sales data indicate a range of $599,780 to $627,700 with the subject commanding a value within the higher end of this narrowed range due to improving market conditions.

Indicated Value by Sales Comparison Approach $ 620,000

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ADDITIONAL COMPARABLE SALES

File No.: 21050611

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	11631 Palomino Ln Fort Myers, FL 33912	6601 Broken Arrow Rd Fort Myers, FL 33912		12350 Musket Ln Fort Myers, FL 33912		13711 Hickory Run Ln Fort Myers, FL 33912	
Proximity to Subject		5.23 miles SW		0.84 miles SW		2.42 miles SW	
Sale Price	$		$ 658,000		$ 575,000		$ 699,900
Sale Price/GLA	$ /sq.ft.	$ 390.97 /sq.ft.		$ 337.24 /sq.ft.		$ 246.36 /sq.ft.	
Data Source(s)	Inspection/MLS	ML#220069219		ML#220050184		ML#221035942	
Verification Source(s)	Public Record	IN#2021000122249		IN#2020000256019		Public Record	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.	DESCRIPTION	+(-) $ Adjust.
Sales or Financing Concessions	N/A	Cash None Known		Conventional None Known		N/A	
Date of Sale/Time	N/A	03/05/2021	+13,200	10/16/2020	+40,300	**ACTIVE LISTING**	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	South Fort Myers	Briarcliff		South Fort Myers		Hickory Run	-25,000
Site	2.39 ac	2.5 ac	-5,500	5.0 ac	-130,500	1.06 ac	+66,500
View	Residential	Residential		Pastoral		Residential	
Design (Style)	Contemporary	Contemporary		Contemporary		Contemporary	
Quality of Construction	Average	Average		Average		Good	-71,000
Age	20 Years	35 Years		20 Years		23 Years	
Condition	Effective Age: 17	Effective Age: 15	-10,000	Effective Age: 15	-10,000	Effective Age: 17	
Above Grade Room Count	Total 7 / Bdrms 3 / Baths 2	Total 7 / Bdrms 3 / Baths 2		Total 7 / Bdrms 3 / Baths 2		Total 7 / Bdrms 3 / Baths 2/1	-3,000
Gross Living Area	1,798 sq.ft.	1,683 sq.ft.	+6,900	1,705 sq.ft.	+5,580	2,841 sq.ft.	-62,580
Basement & Finished Rooms Below Grade	N/A	N/A		N/A		N/A	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central/Central	Central/Central		Central/Central		Central/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	2 Car Garage	2 Car Garage		2 Car Garage		3 Car Garage	-10,000
Porch/Patio/Deck	Porch/Patio	Porch/2Patio	-5,000	Porch	+5,000	3Porches	-11,000
Pool/Spa	Pool	Pool/Spa	-5,000	None	+25,000	None	+25,000
Additional Features	Fnc/Shd/Brn/Wkshp	Workshop/GstApt	-10,000	Workshop/Pole	+25,000	None	+65,000
Net Adjustment (Total)		☐ + ☒ -	$ -15,400	☐ + ☒ -	$ -39,620	☐ + ☒ -	$ -26,080
Adjusted Sale Price of Comparables		Net 2.3 % Gross 8.4 %	$ 642,600	Net 6.9 % Gross 42.0 %	$ 535,380	Net 3.7 % Gross 48.4 %	$ 673,820

Summary of Sales Comparison Approach See Page 2.

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RESIDENTIAL APPRAISAL REPORT

File No.: 21050611

COST APPROACH

COST APPROACH TO VALUE (if developed) ☐ The Cost Approach was not developed for this appraisal.

Provide adequate information for replication of the following cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): The site value data has been developed through review of recent vacant land sales/listings in the market area. This data is retained within the appraisal work file.

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW

Source of cost data: Marshall & Swift Residential Cost Manual

Quality rating from cost service: Average Effective date of cost data: Current

Comments on Cost Approach (gross living area calculations, depreciation, etc.):

The Cost Approach has been completed with the aid of Marshall & Swift Cost Tables and discussions with local builders/contractors. Building area calculations are based on Lee County Property Appraiser records, model/construction floor plans, and/or on-site measurements. Depreciation has been calculated using the age/life method. Site improvements include the "as is" value of the grading/fill, utility systems, landscaping, fence/gate, patio/pool, barn/shed/workshop, and walkways/driveway.

Estimated Remaining Economic Life (if required): 43 Years

OPINION OF SITE VALUE			=$	250,000
DWELLING	1,798 Sq.Ft. @ $	135.00	=$	242,730
	Sq.Ft. @ $		=$	
	Sq.Ft. @ $		=$	
	Sq.Ft. @ $		=$	
	Sq.Ft. @ $		=$	
Porch,Appliances,Entry			=$	40,000
Garage/Carport	448 Sq.Ft. @ $	50.00	=$	22,400
Total Estimate of Cost-New			=$	305,130
Less Physical / Functional / External Depreciation	86,443		=$(	86,443)
Depreciated Cost of Improvements			=$	218,687
"As-is" Value of Site Improvements			=$	145,000
			=$	
			=$	
INDICATED VALUE BY COST APPROACH			**=$**	613,687

INCOME APPROACH

INCOME APPROACH TO VALUE (if developed) ☒ The Income Approach was not developed for this appraisal.

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ **Indicated Value by Income Approach**

Summary of Income Approach (including support for market rent and GRM):

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 620,000 **Cost Approach (if developed) $** 613,687 **Income Approach (if developed) $** N/A

Final Reconciliation Primary emphasis is placed on the Sales Comparison Approach as it best represents the interactions of buyers and sellers in the subject's marketplace. The Cost Approach represents the depreciated cost to construct the improvement combined with the opinion of site value. This approach is given no weight due to the age of the improvements. The Income Approach is not a credible approach to value for the subject property and was, therefore, not developed.

This appraisal is made ☒ "as is", ☐ subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, ☐ subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 620,000 **, as of:** 05/20/2021 **, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.**

ATTACHMENTS

A true and complete copy of this report contains 21 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

☒ Scope of Work	☒ Limiting Cond./Certifications	☐ Narrative Addendum	☒ Photograph Addenda	☒ Sketch Addendum
☒ Map Addenda	☒ Additional Sales	☒ Cost Addendum	☒ Flood Addendum	☐ Manuf. House Addendum
☐ Hypothetical Conditions	☐ Extraordinary Assumptions	☐	☐	☐

SIGNATURES

Client Contact: Chief James Hayden, Deputy Chief of Administration Client Name: City of Fort Myers Fire Department

E-Mail: jhayden@cityftmyers.com Address: 2033 Jackson Street, Fort Myers, FL 33901

APPRAISER

Appraiser Name: Alexander J. Caldwell

Company: Maxwell, Hendry & Simmons, LLC

Phone: (239) 337-0555 Fax: (239) 337-3747

E-Mail: info@mhsappraisal.com

Date of Report (Signature): 06/03/2021

License or Certification #: Cert Res RD8217 State: FL

Designation:

Expiration Date of License or Certification: 11/30/2022

Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection: 05/20/2021

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date of Report (Signature):

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None

Date of Inspection:

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Assumptions, Limiting Conditions & Scope of Work

File No.: 21050611

Property Address:	11631 Palomino Ln	City:	Fort Myers	State: FL	Zip Code: 33912
Client:	City of Fort Myers Fire Department	Address:	2033 Jackson Street, Fort Myers, FL 33901		
Appraiser:	Alexander J. Caldwell	Address:	1619 Jackson Street, Fort Myers, FL 33901		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Scope of Work
-1. A complete inspection of the subject property.
-2. Obtain measurements for the property under appraisal.
-3. Analyze the site pertaining to the subject property.
-4. Obtain available comparable sales and listings data to compare with the subject.
-5. Analyze the data that has been collected and apply the results appropriately to the valuation of the subject property.
-6. Using the data collected and the analyses performed to complete the appropriate approaches to value.
-7. Explain the reasons why any approaches to value were not completed.
-8. Analyze each of the approaches to value that have been completed to arrive at a value for each valuation analysis.
-9. Reconcile the approaches to value to arrive at a final estimate of value.
-10. Relay the data collected and analyzed to the client in summary format throughout the final appraisal report.

Extraordinary Assumptions

None.

Hypothetical Conditions

None.

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Certifications

File No.: 21050611

Property Address: 11631 Palomino Ln City: Fort Myers State: FL Zip Code: 33912

Client: City of Fort Myers Fire Department Address: 2033 Jackson Street, Fort Myers, FL 33901

Appraiser: Alexander J. Caldwell Address: 1619 Jackson Street, Fort Myers, FL 33901

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*** This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.**

SIGNATURES

Client Contact: Chief James Hayden, Deputy Chief of Administration Client Name: City of Fort Myers Fire Department

E-Mail: jhayden@cityftmyers.com Address: 2033 Jackson Street, Fort Myers, FL 33901

APPRAISER



Appraiser Name: Alexander J. Caldwell
Company: Maxwell, Hendry & Simmons, LLC
Phone: (239) 337-0555 Fax: (239) 337-3747
E-Mail: info@mhsappraisal.com
Date Report Signed: 06/03/2021
License or Certification #: Cert Res RD8217 State: FL
Designation:
Expiration Date of License or Certification: 11/30/2022
Inspection of Subject: ☒ Interior & Exterior ☐ Exterior Only ☐ None
Date of Inspection: 05/20/2021

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:
Company:
Phone: Fax:
E-Mail:
Date Report Signed:
License or Certification #: State:
Designation:
Expiration Date of License or Certification:
Inspection of Subject: ☐ Interior & Exterior ☐ Exterior Only ☐ None
Date of Inspection:

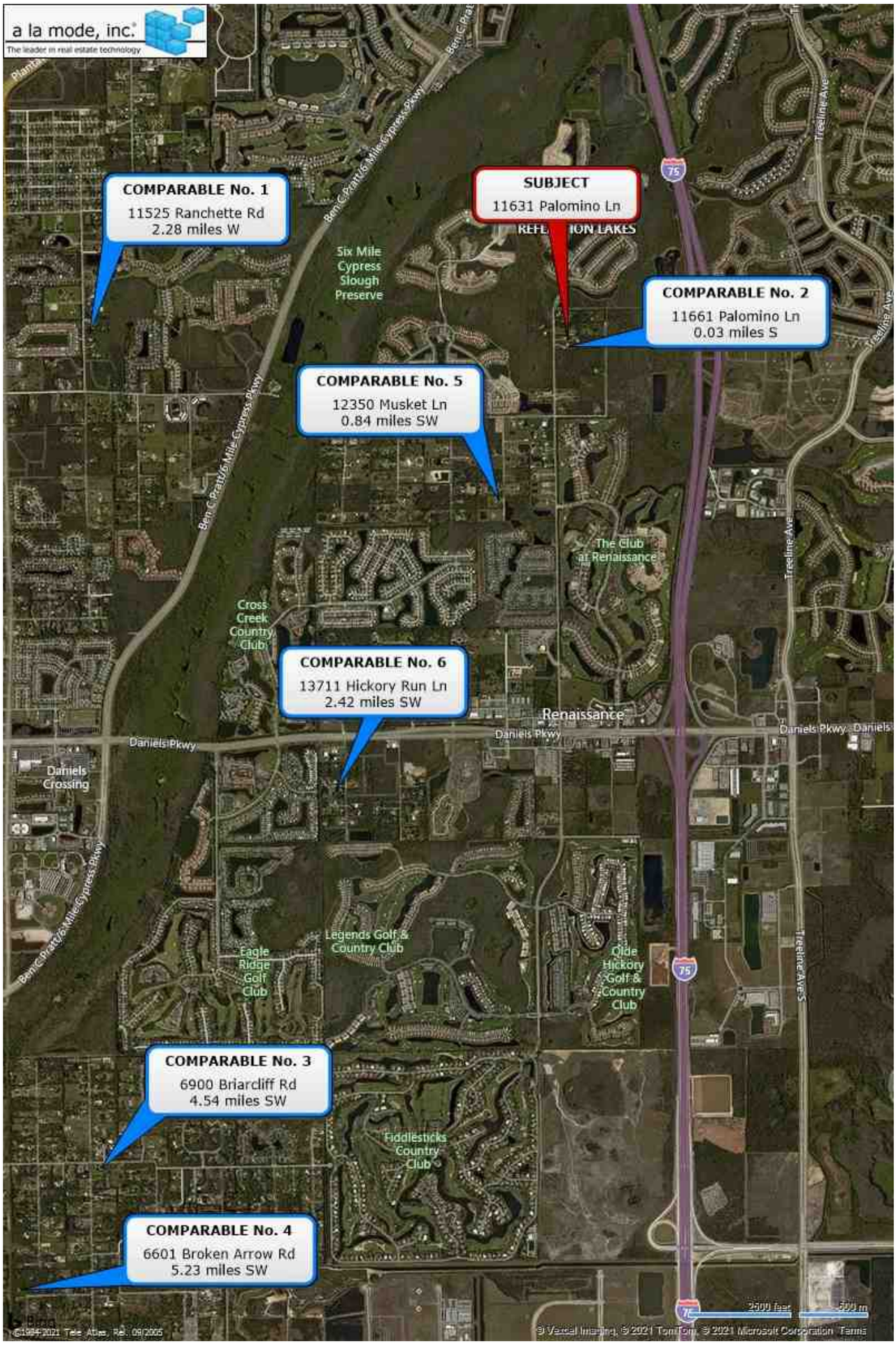
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Legal Description

The North 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida.

Location Map

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						



Flood Map

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						



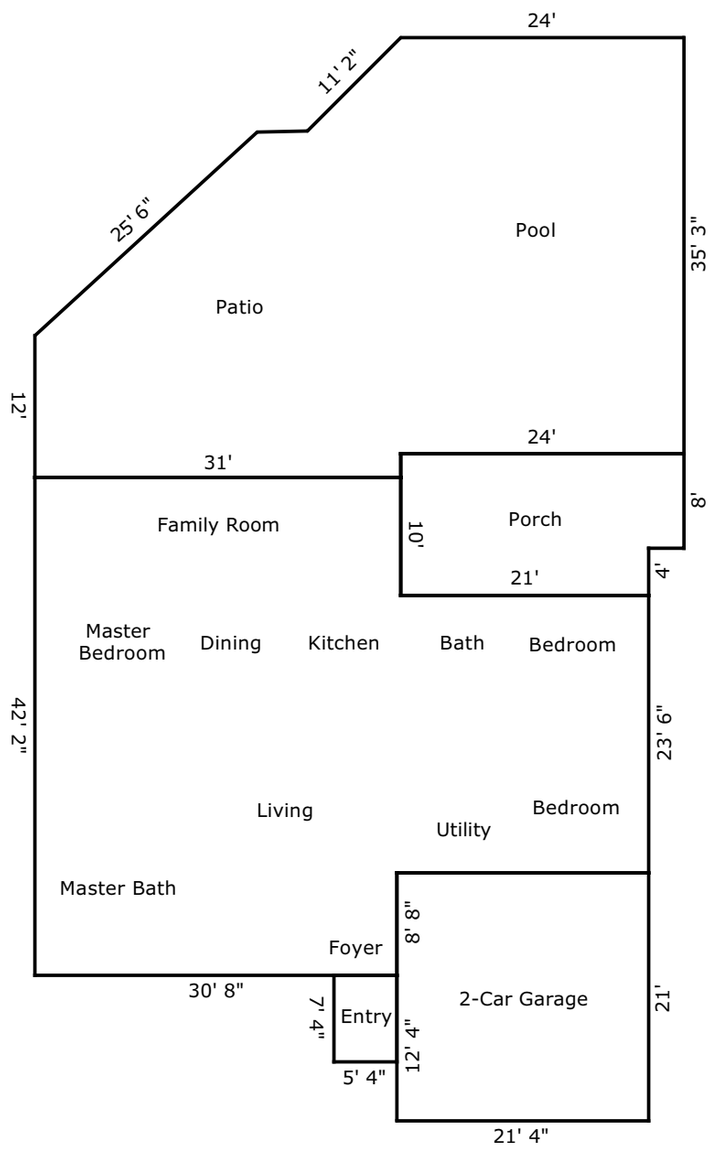
Aerial Map

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						



Building Sketch

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details		
First Floor	1797.78 Sq ft	23.5 × 21	=	493.5
		31 × 33.5	=	1038.5
		8.67 × 30.67	=	265.78
Total Living Area (Rounded):	**1798 Sq ft**			
Non-living Area				
Open Porch	276 Sq ft	12 × 21	=	252
		3 × 8	=	24
Paver Patio	1622.49 Sq ft	35.25 × 24	=	846
		31 × 12	=	372
		12.17 × 17.25	=	209.88
		0.5 × 18.83 × 17.25	=	162.44
		7.92 × 0.08	=	0.66
		0.5 × 4.25 × 0.08	=	0.18
		0.5 × 7.92 × 7.92	=	31.34
Open Porch	39.11 Sq ft	7.33 × 5.33	=	39.11
2 Car Attached	448 Sq ft	21 × 21.33	=	448

Subject Photo Page

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						



Subject Front

11631 Palomino Ln

Sales Price	
G.L.A.	1,798
Tot. Rooms	7
Tot. Bedrms.	3
Tot. Bathrms.	2
Location	South Fort Myers
View	Residential
Site	2.39 ac
Quality	Average
Age	20 Years



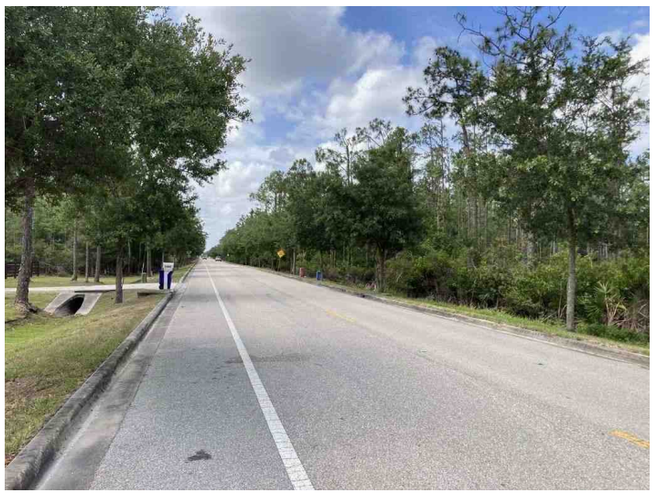
Subject Rear



Subject Street

Photograph Addendum

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						

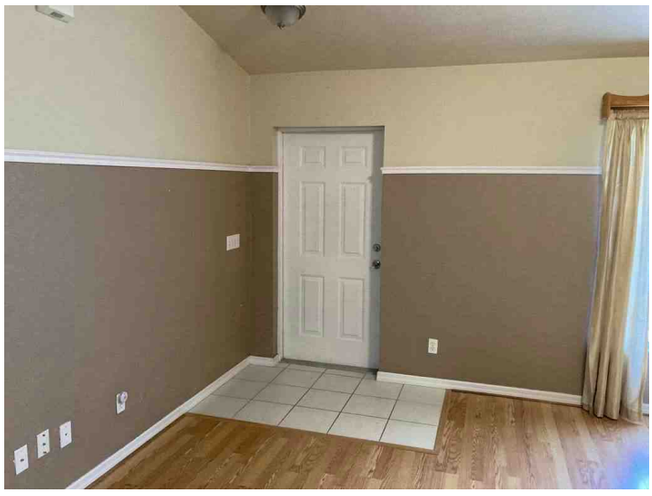










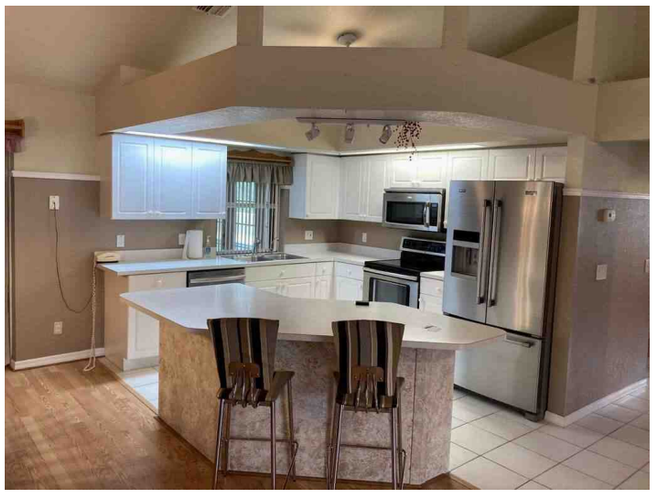


Photograph Addendum

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						









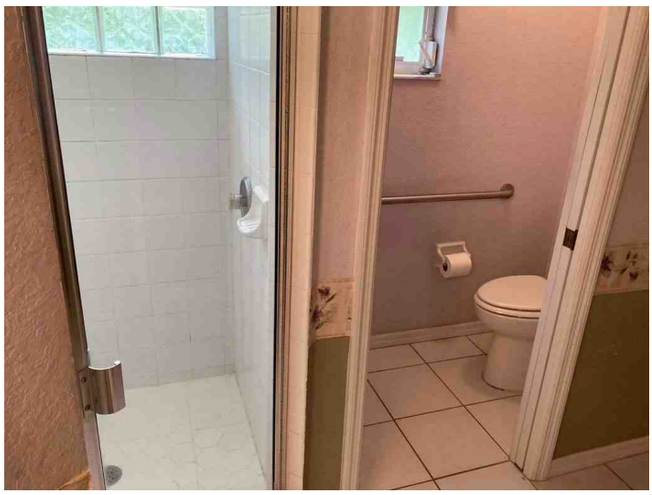




Photograph Addendum

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						







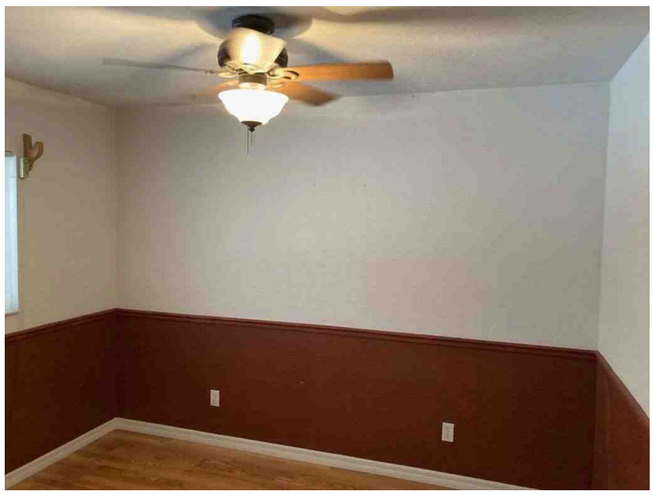






Photograph Addendum

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						













Photograph Addendum

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						













Comparable Photo Page

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						



Comparable 1

11525 Ranchette Rd

Prox. to Subject	2.28 miles W
Sale Price	575,000
Gross Living Area	2,053
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2
Location	South Fort Myers
View	Residential
Site	2.0 ac
Quality	Average
Age	26 Years



Comparable 2

11661 Palomino Ln

Prox. to Subject	0.03 miles S
Sale Price	749,900
Gross Living Area	3,018
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	2
Location	South Fort Myers
View	Residential
Site	2.39 ac
Quality	Good
Age	42 Years



Comparable 3

6900 Briarcliff Rd

Prox. to Subject	4.54 miles SW
Sale Price	460,000
Gross Living Area	1,655
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2
Location	Briarcliff
View	Residential
Site	1.25 ac
Quality	Average
Age	41 Years

Comparable Photo Page

Borrower	N/A						
Property Address	11631 Palomino Ln						
City	Fort Myers	County	Lee	State	FL	Zip Code	33912
Lender/Client	City of Fort Myers Fire Department						



Comparable 4

6601 Broken Arrow Rd

Prox. to Subject	5.23 miles SW
Sales Price	658,000
Gross Living Area	1,683
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2
Location	Briarcliff
View	Residential
Site	2.5 ac
Quality	Average
Age	35 Years



Comparable 5

12350 Musket Ln

Prox. to Subject	0.84 miles SW
Sales Price	575,000
Gross Living Area	1,705
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2
Location	South Fort Myers
View	Pastoral
Site	5.0 ac
Quality	Average
Age	20 Years



Comparable 6

13711 Hickory Run Ln

Prox. to Subject	2.42 miles SW
Sales Price	699,900
Gross Living Area	2,841
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2/1
Location	Hickory Run
View	Residential
Site	1.06 ac
Quality	Good
Age	23 Years

Qualifications

QUALIFICATIONS: ALEXANDER J. CALDWELL

Educational Background and Training

Bachelor of Arts in Biblical Studies, 2007, Harding University, Searcy, Arkansas

Basic Appraisal Principles, Steve Williamson's Real Estate Education Specialists, 2015, Orlando, Florida.

Basic Appraisal Procedures, Steve Williamson's Real Estate Education Specialists, 2015, Orlando, Florida.

Residential Report Writing, Law, and Rules, Steve Williamson's Real Estate Education Specialists, 2014, Orlando, Florida.

National USPAP, Steve Williamson's Real Estate Education Specialists, 2014, Orlando, Florida.

National Appraising for the Supervisor & Trainee, IFREC Real Estate Schools, 2015, Orlando, Florida.

Experience

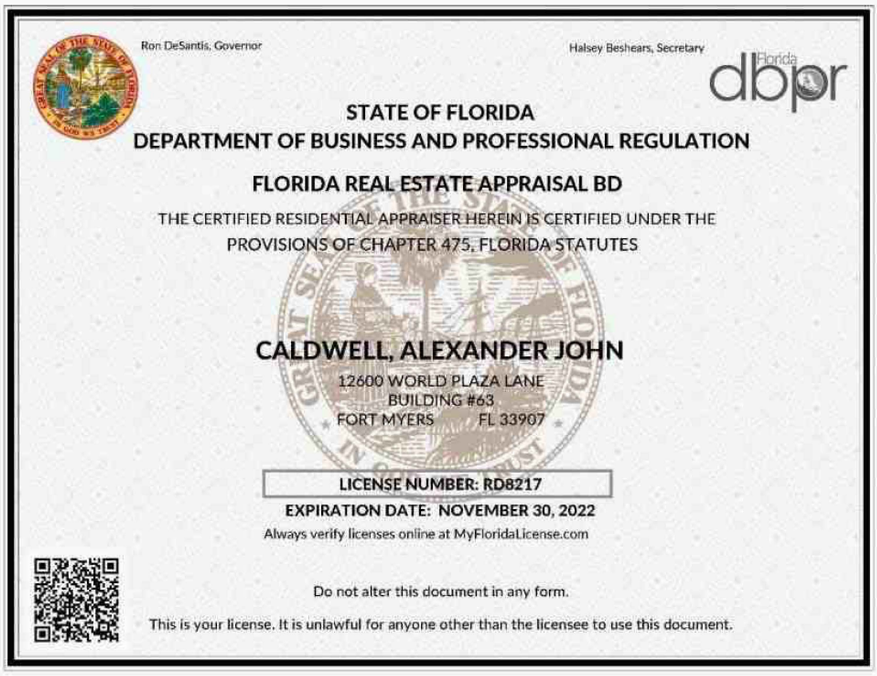
Maxwell & Hendry Valuation Services, Inc., Fort Myers, Florida - Residential Division: Intern (2005)
Maxwell, Hendry & Simmons, LLC, Fort Myers, Florida - Associate (2015 - Present)

Professional Qualifications

State-Certified Residential Real Estate Appraiser, RD8217
HUD FHA approved appraiser

Re-certification

As of the date of this report, I, Alexander J. Caldwell, have completed the requirements under the continuing education program for the State of Florida.


Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CALDWELL, ALEXANDER JOHN
12600 WORLD PLAZA LANE
BUILDING #63
FORT MYERS FL 33907

LICENSE NUMBER: RD8217
EXPIRATION DATE: NOVEMBER 30, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

SEZ2021-00010 Lee County ePlan Original application dated 07-28-2021

PALOMINO LANE FIRE STATION

TRIP GENERATION ANALYSIS

JULY 2021

Prepared for:

City of Fort Myers Fire Department
2033 Jackson Street
Fort Myers, FL 33901

Prepared by:

JOHNSON ENGINEERING
2122 Johnson Street
Fort Myers, Florida 33901
(239) 334-0046
EB 642

20214098-000

TABLE OF CONTENTS

1.0 INTRODUCTION 1
2.0 SITE ACCESS 1
3.0 TRIP GENERATION 1
4.0 CONCLUSIONS 1

APPENDICES

Appendix A ITE Trip Generation

TABLES

Table 3-1 ITE Trip Generation Summary

SEZ2021-00010 Lee County ePlan Original application dated 07-28-2021

1.0 INTRODUCTION

The purpose of this Trip Generation Analysis is to assess the potential transportation impacts associated with the addition of a fire station off of Palomino Lane in Fort Myers, FL. The fire station is proposed to utilize the existing single-family building on the project site. No new buildings are proposed. The existing single-family building is 1,488-sqft. This report documents the estimation of traffic volumes associated with this project.

2.0 SITE ACCESS

The project site is located on Palomino Lane, a two-lane undivided minor collector with a posted speed limit of 35-mph. The site is served by one existing driveway.

3.0 TRIP GENERATION

The Institute of Transportation Engineers (ITE) Land Use Code 575 Fire and Rescue Station was used to generate the estimated trips for the project site. The P.M. peak hour trip generations for the project were estimated using trip generation rates from the ITE *Trip Generation (Tenth Edition)*. The ITE trip generation estimates are summarized in **Table 3-1** and included in **Appendix A**.

Table 3-1: ITE Trip Generation Summary

Proposed Building	Land Use Code	Land Use	ITE Rate[1]	Square Feet	P.M. Peak Hour		
					In	Out	Total
Fire Station	575	Fire and Rescue Station	PM: 0.48	1,488	0	1	1
				Total Net New Trips	0	1	1

Footnote:
(1) ITE Trip Generation (Tenth Edition)

4.0 CONCLUSIONS

The following conclusions are based on the analyses in this traffic study:

1. The project may generate up to an additional net new 1 P.M. peak hour trips when using the existing building space.

APPENDIX A

ITE TRIP GENERATION

Fire and Rescue Station
(575)

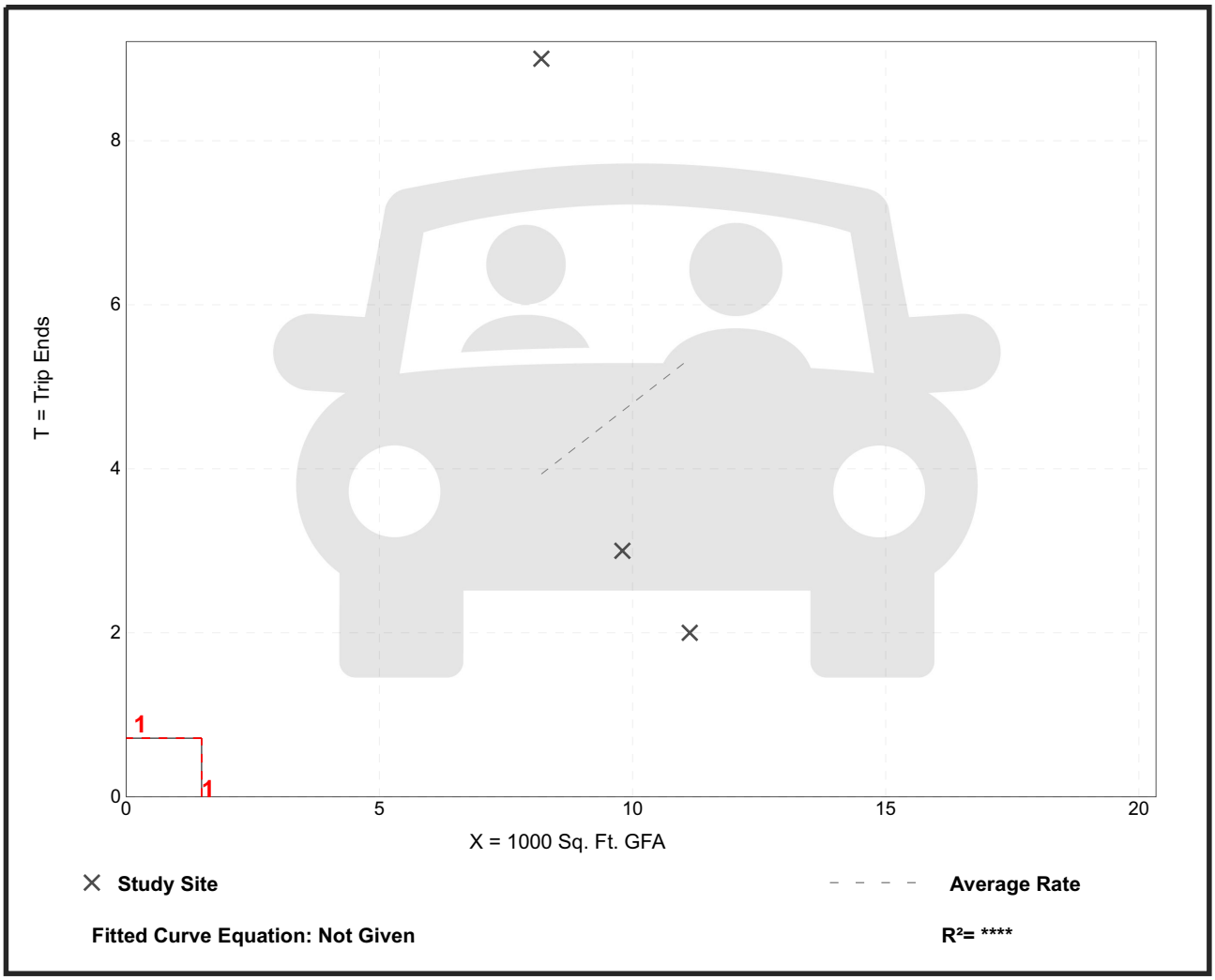
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 3
Avg. 1000 Sq. Ft. GFA: 10
Directional Distribution: 29% entering, 71% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.48	0.18 - 1.10	0.48

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 10th Edition ● Institute of Transportation Engineers

SEZ2021-00010 Lee County Plan Original application dated 07-28-2021

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2022

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

			FOR INSURANCE COMPANY USE
A1. Building Owner's Name Frederick J. & Patti K. Snyder			Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 11631 Palomino Lane			Company NAIC Number:
City Fort Myers	State Florida	ZIP Code 33912	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
STRAP: 10-45-25-00-00006.0060

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) Residential

A5. Latitude/Longitude: Lat. 26.574385 Long. -81.804019 Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 1A

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s) N/A sq ft

b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade N/A

c) Total net area of flood openings in A8.b N/A sq in

d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:

a) Square footage of attached garage 400.00 sq ft

b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade 0

c) Total net area of flood openings in A9.b N/A sq in

d) Engineered flood openings? ☐ Yes ☒ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
Lee County 125124	Lee	Florida

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth)
12071C0433	G	12-07-2018	12-07-2018	AE	19.0

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other/Source:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: ☐ CBRS ☐ OPA

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 11631 Palomino Lane			Policy Number:
City Fort Myers	State Florida	ZIP Code 33912	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: NGS BM F-416 Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

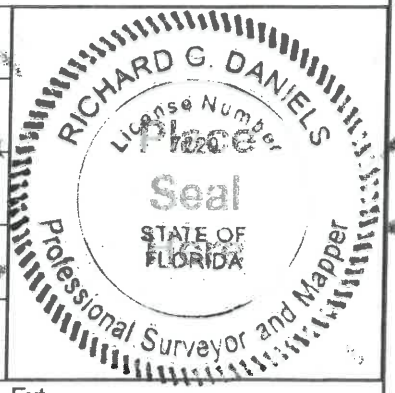
		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	22.5	☒ feet	☐ meters
b) Top of the next higher floor	N/A	☐ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	N/A	☐ feet	☐ meters
d) Attached garage (top of slab)	22.0	☒ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	18.7	☒ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	20.9	☒ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	21.5	☒ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	N/A	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☒ Check here if attachments.

Certifier's Name RICHARD G. DANIELS	License Number 7229	
Title PROFESSIONAL SURVEYOR AND MAPPER		
Company Name JOHNSON ENGINEERING, INC.		
Address 2122 JOHNSON STREET		
City FORT MYERS	State Florida	ZIP Code 33901
Signature	Date 06-16-2021	Telephone (239) 461-2465 Ext.



Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

A9(a)-NO ACCESS TO INTERIOR OF GARAGE. AREA ESTIMATED FROM EXTERIOR DIMENSIONS.
C2(d)-NO ACCESS TO INTERIOR OF GARAGE. ELEVATION MEASURED AT CENTER OF MAIN DOOR THRESHOLD.
C2(e)-POOL EQUIPMENT ON CONCRETET PAD AT NE CORNER OF POOL DECK.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 11631 Palomino Lane			Policy Number:
City Fort Myers	State Florida	ZIP Code 33912	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name			
Address	City	State	ZIP Code
Signature	Date	Telephone	

Comments

☐ Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 11631 Palomino Lane			Policy Number:
City Fort Myers	State Florida	ZIP Code 33912	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____

Local Official's Name	Title
Community Name	**Telephone**
Signature	**Date**

Comments (including type of equipment and location, per C2(e), if applicable)

☐ Check here if attachments.

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 11631 Palomino Lane			Policy Number:
City Fort Myers	State Florida	ZIP Code 33912	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

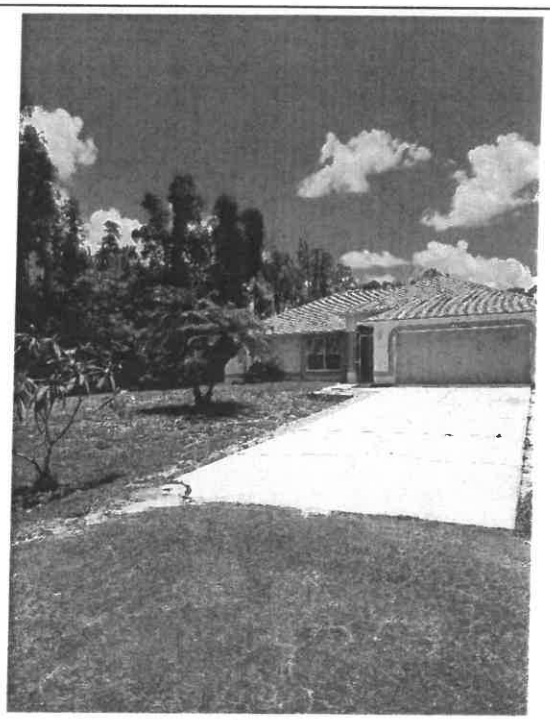


Photo One

Photo One Caption WEST SIDE (FRONT) Clear Photo One

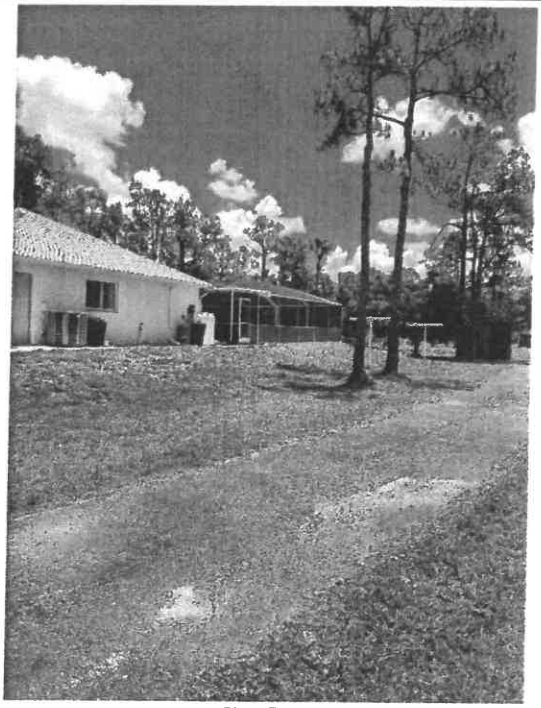


Photo Two

Photo Two Caption SOUTH SIDE Clear Photo Two

SEZ2021-00010 Lee County ePlan Originally Uploaded on 04/07/2021

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 11631 Palomino Lane			Policy Number:
City Fort Myers	State Florida	ZIP Code 33912	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

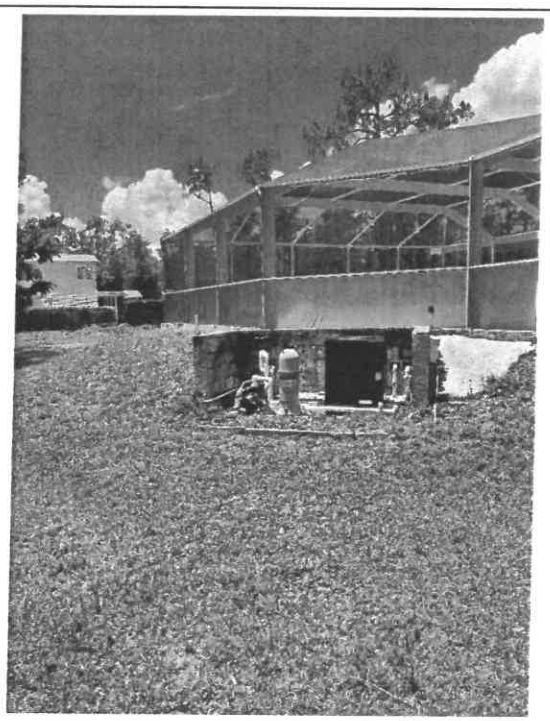


Photo Three

Photo Three Caption EAST SIDE (REAR)

Clear Photo Three



Photo Four

Photo Four Caption NORTH SIDE

Clear Photo Four

A. Settlement Statement

Buyer/Seller
Settlement Statement

B. Type of Loan

◯ 1. FHA ◯ 2. FmHA ◯ 3. Conv. Unins. ◯ 4. V.A ◯ 5. Conv. Ins.	6. File Number 2021 362	7. Loan Number ID:	8. Mortg. Ins. Case Num.

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals

D. NAME OF BUYER: City of Fort Myers, a Municipal Corporation
Address of Buyer: P.O. Drawer 2217, Fort Myers, Florida 33902

E. NAME OF SELLER: Frederick J. Snyder and Patti K. Snyder, husband and wife
Address of Seller: 1618 SW Santa Barbara Place, Cape Coral, Florida 33991 TIN:

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: 11631 Palomino Lane, Fort Myers, Florida 33912

H. SETTLEMENT AGENT: Duncan & Associates, P.A TIN: 59-1551472
Place of Settlement: 1601 Jackson Street, Suite 101, Fort Myers, Florida 33901 Phone: 239-334-4574

I. SETTLEMENT DATE: 7/20/21 DISBURSEMENT DATE: 7/20/21

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		**400. Gross amount due to seller:**	
101. Contract sales price	635,000.00	401. Contract sales price	635,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	3,848.00	403	
104.		404	
105.		405.	
Adjustments for items paid by seller in advance:		**Adjustments for items paid by seller in advance:**	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. $242.07 Yr. Solid Waste from 07/20/21 to 09/30/21	46.48	409. $242.07 Yr. Solid Waste from 07/20/21 to 09/30/21	46.48
110		410.	
111		411	
112.		412	
120. Gross amount due from buyer:	638,894.48	**420. Gross amount due to seller:**	635,046.48
200. Amounts paid or in behalf of buyer:		**500. Reductions in amount due to seller:**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	14,798.05
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509	
Adjustments for items unpaid by seller:		**Adjustments for items unpaid by seller:**	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213		513.	
214.		514.	
215.		515.	
216.		516	
217		517	
218		518.	
219.		519	
220. Total paid by/for buyer:	0.00	**520. Total reductions in amount due seller:**	14,798.05
300. Cash at settlement from/to buyer:		**600. Cash at settlement to/from seller:**	
301. Gross amount due from buyer (line 120)	638,894.48	601. Gross amount due to seller (line 420)	635,046.48
302. Less amount paid by/for the buyer (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	(14,798.05)
303. Cash (☑ From ☐ To) Buyer:	638,894.48	603. Cash (☑ To ☐ From) Seller:	620,248.43

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR) If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form

Buyer's Initial(s) MKL

Seller's Initial(s)

Buyer/Seller Settlement Statement

L. Settlement charges				Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700 Total Sales/Brokers Com based on price		$635,000.00 @	% = 5,715.00				
701 5,715.00	% to	Sea Winds Realty, Inc.,					
702.	% to						
703. Commission paid at settlement							5,715.00
704.	to						
800. Items payable in connection with loan				Buyer POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805 Lender's Inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811	to						
900. Items required by lender to be paid in advance:				Buyer POC	Seller POC		
901. Interest from	to	@	/day				
902. Mortgage Insurance premium for	months to						
903. Hazard Insurance premium for	years to						
904 Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Buyer POC	Seller POC		
1001. Hazard Insurance		months @	per month				
1002. Mortgage insurance		months @	per month				
1003. City property taxes		months @	per month				
1004 County property taxes		months @	per month				
1005. Annual assessments		months @	per month				
1006. Flood insurance		months @	per month				
1007		months @	per month				
1008		months @	per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Buyer POC	Seller POC		
1101 Settlement or closing fee	to	Duncan & Associates, P.A				500.00	
1102. Abstract or title search	to	First American Title Insurance Company				75 00	
1103 Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to						
(includes above Item numbers:						)	
1108 Title Insurance	to	First American Title/Duncan & Associates				3,250.00	
(includes above Item numbers:						)	
1109 Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	$635,000.00 ($3,250.00)						
1111. Endorse:							
1112	to						
1113 Escrow for Satisfaction of Mortgage	to	Duncan & Associates, P.A					3,000.00
1200. Government recording and transfer charges:							
1201. Recording fees	Deed	$23.00	Mortgage(s)	Releases		23.00	
1202. City/county tax/stamps	Deed		Mortgage(s)				
1203. State tax/stamps	Deed	$4,445.00	Mortgage(s)				4,445 00
1204.		to					
1205.		to					
1300. Additional settlement charges:				Buyer POC	Seller POC		
1301. Survey	to						
1302. Pest Inspection	to						
1303 2021 Tax 10-45-25-00-00006 0060	to	Lee County Tax Collector					1,638.05
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308	to						
1309							
1400. Total settlement charges							
(Enter on lines 103, Section J and 502, Section K)						3,848.00	14,798.05

Buyer's Initial(s): CDA MVL

Seller's Initial(s):

BUYER/SELLER
SETTLEMENT STATEMENT ADDENDUM

File Number: 2021 362

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Buyer(s)

City of Fort Myers, a Municipal Corporation

By: _____
Kevin B. Anderson
Mayor

By: _____
Marty Lawing
City Manager

CITY OF FORT MYERS CORPORATE SEAL FLORIDA

Gwen Carlisle
Gwen Carlisle, MMC
City Clerk

Seller(s)

Frederick J. Snyder

Patti K. Snyder

Settlement Agent

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Duncan & Associates, P.A.

By: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Customary Recitals

Seller:	Frederick J. Snyder and Patti K. Snyder
Buyer:	City of Fort Myers, a Municipal Corporation
Property:	11631 Palomino Lane, Fort Myers, FL 33912
Closing Agent:	Duncan & Associates, P.A.
Closing Date:	July 20, 2021
File Number:	2021.362

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for any clerical or scriveners errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved by Buyer and Seller and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller and Buyer are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

RECOGNITION OF ROLE OF CLOSING/TITLE AGENT:

1. In regard to transaction described above, Duncan & Associates, P.A. is acting as the Title/Closing Agent. The function of Duncan & Associates, P.A. as the Title/Closing Agent is to prepare the deed and other closing documents, provide title insurance for the subject property through its underwriter and to provide title insurance through its underwriter for any lender. As Title/Closing Agent, we examine title and prepare and record the documents necessary to close the real estate transaction. Duncan & Associates, P.A. does not represent the interest of the Buyer or the Seller in this Transaction. As such, the Buyer and the Seller acknowledge that Duncan & Associates, P.A. did not provide any legal advice to Buyer or Seller with respect to this transaction. Buyer and Seller acknowledge that they have the right to retain legal counsel to advise them concerning this transaction and have either obtained separate legal representation or have decided to proceed with closing the transaction without legal representation.

2. Buyer and Seller have reviewed and signed Settlement Statement for the transaction. The Settlement Statement is accepted and approved by Seller and Buyer and the disbursement of funds as indicated in the Settlement Statement is authorized.

3. Buyer has reviewed the proposed deed and has approved the manner in which title will be held as set forth in the deed.

4. The agreements made herein by Buyer and Seller shall survive the closing and the execution and delivery of the closing documents.

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and

disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

Buyer(s)

Gwen Carlisle, MMC, City Clerk

CITY OF FORT MYERS CORPORATE SEAL FLORIDA

City of Fort Myers, a Municipal Corporation

By: _____
Kevin B. Anderson, Mayor

By: _____
Marty Lawing, City Manager

Seller(s)

_____
Frederick J. Snyder

_____
Patti K. Snyder

Settlement Agent

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Duncan & Associates, P.A.

By: _____ **Date:** _____

Residential REALTOR Report



General Information ML# 221025240

List Price:	$649,900		
MLS#:	221025240	**Status:**	Active (04/03/21)
Address:	11631 PALOMINO LN FORT MYERS, FL 33912		
GEO Area:	FM08 - Fort Myers Ar		
County:	Lee	**Property Class:**	Residential
Status Type:	Resale Property	**Subdivision:**	ACREAGE
List Price/Sqft:	$436.76	**Development:**	ACREAGE
Property ID:	10-45-25-00-00006.0060	**DOM:**	20
Furnished:	Unfurnished	**CDOM:**	20
Approx. Living Area:	1488 - Property Appraiser Office	**Bedrooms:**	3 Bed
Approx. Total Area:	4175 - Property Appraiser Office	**Baths:**	2 (2 0)
Building Design:	Single Family	**Year Built:**	2001
Virtual Tour URL:			
Listing Broker:	Sea Winds Realty Of Sw Fl Inc		

Detailed Property Information ML# 221025240

Property Information: Fantastic Ranchette with central location. Off Daniels Road you can't beat the convenience. Nearly 3 acres located in the county. Very comfortable Hansen Built 3 bedroom, 2 bath home. AG zoning allows for animals if you like. Huge pool with paver deck overlooks beautiful private pond. 30 x 60 garage for the car guy or man cave. Easy to show! See confidential remarks.

Ownership:	Single Family	**Pets:**	No Approval Needed
Lot Size:	2.39 (acres) / 104,108 (sqft) - Property Appraiser Of	**Pets - Max. Weight:**	
Cable:	Yes	**Pets - Max. Number:**	
		Pets - Breed Limits	
		Pets - Other Limits:	
Guest House L.A.:		**Approx. Lot Size:**	150x700x150x700 - Property Appraiser Office
Guest House Desc:		**Gulf Access Type:**	
Elementary School:		**Windows:**	Other
Middle School:		**Exterior Finish:**	Stucco
High School:		**Community Type:**	No Subdivision
Flooring:	Laminate, Tile	**Golf Type:**	
Cooling:	Central Electric	**Floor Plan Type:**	Great Room
Kitchen:		**Heating:**	Central Electric
View:	Pond	**Gas YN:**	No
Private Pool:	Yes/Concrete, Heated Electric, Salt Water System	**Gas Description:**	
Private Spa:	Yes/Above Ground		
Amenities:	None		
Bedroom:			
Dining:	Breakfast Bar, Dining - Family		
Equipment:	Dishwasher, Microwave, Range, Refrigerator/Freezer, Refrigerator/Icemaker		
Exterior Features:	Barn Stall, Extra Building, Pond		
Interior Features:	Built-In Cabinets, Cathedral Ceiling, Window Coverings		
Master Bath:	Dual Sinks		
Additional Rooms:	Florida Room, Great Room		
Parking:			
Road:			
Restrictions:	None		
Security:			
Storm Protection:	None		

Unit/Bldg.Information ML# 221025240

Building #:		**Units in Complex:**	1	**Builder Product:**	No
Total Floors in Property:	1	**Building Style:**	1 Story/Ranch		
Total Building Floors:		**Construction**	Concrete Block		
Unit Floor:		**Roof:**	Shingle		
Units in Building:	1	**Elevator:**	None		
Garage:	Attached	**Carport:**			
# Garage Spaces:	2	**# Carport Spaces:**	0		

Lot Information ML# 221025240

Waterfront:	No	**Waterfront Descrip.:**	None
Gulf Access:	No	**Boat/Dock Info:**	None
Canal Width:	None	**Water:**	Well
Rear Exposure:	E	**Sewer:**	Septic
Sec/Town/Rng:	10/45/25	**Irrigation:**	None
Legal Unit:	0	**Lot Description:**	Horses Ok, See Remarks
Subdivision #:	00	**Lot:**	6
Zoning:	AG-2	**Block/Bldg:**	6
Legal Desc:	N 1/2 OF N 1/2 OF SE 1/4 OF NW 1/4 OF SW 1/4 LESS W 30 FT OR 4170/3961		

Room Information ML# 221025240

Room Type	Room Dimensions	Room Type	Room Dimensions	Room Type	Room Dimensions	Room Type	Room Dimensions

Financial/Transaction Information ML# 221025240

Total Tax Bill:	$2,873
Tax Year:	2020
Tax Desc:	City And County
Tax District Type:	Municipal Service Tax Unit
Terms:	Buyer Finance/Cash
Possession:	At Closing
Approval:	None
Management:	None
Maintenance:	None
Special Info:	
Num of Leases/Yr:	
Min. Days Of Lease:	
Subject to FIRPTA:	No
Subject To Lease YN:	No
Lease Description:	
Lease Expiration Date:	

HOA Description:
Association Mngmt Phone:

Recurring Fees:

HOA Fee:	$0
Master HOA Fee:	$0
Condo Fee:	$0
Spec Assessment:	$0
Other Fee:	$0
Land Lease:	$0
Annual Food & Beverage Minimum:	$0
Mandatory Club Fee:	$0
Rec. Lease Fee:	$0
Total Annual Recurring Fees:	$0

One Time Fees

Mandatory Club Fee:	$0
Land Lease:	$0
Rec. Lease Fee:	$0
Other Fee:	$0
Spec Assessment:	$0
Transfer Fee:	$0
Application Fee:	$0
Total One Time Fees:	$0

Office Information ML# 221025240

Office Code:	CSEWI	**Agent ID:**	C256529
Office Name:	Sea Winds Realty Of Sw Fl Inc	**Agent Name:**	Donald Heisler
Office Address:	808 S.E. 46th Lane Cape Coral FL, 33904	**Agent Phone:**	(239) 770-2014
		Agent Fax:	(239) 542-0775
Office Ph:	(239) 542-2010	**Agent Email:**	seawindsfl@aol.com
Office Fax:	(239) 542-0775		
Board:	Florida Gulf Coast		

Settlement Agent Information

Name:	First International Title Inc.	**Phone:**	239-673-9420
Address:	3046 Del Prado Blvd., Cape Coral, Fl. 33904	**Email:**	Kay.Leigh@firstintitle.com

Listing Information ML# 221025240

Owner Name:	Frederick J & Patti K Snyder		
Bonus Amount:		**Appointment Req.:**	No
Bonus Amount Description:		**Appointment Phone:**	2396739420
Auction:	No		
Foreclosed (REO):	No	**Variable Rate Comm.:**	No
Potential Short Sale:	No	**Target Marketing:**	
Short Sale Comp:		**Listing on Internet:**	Yes
Buyer Agent Comp:	3%	**Address on Internet:**	Yes
Trans Broker Comp:	3%	**Blogging:**	Yes
Non-Rep Comp:	3%	**AVM:**	Yes
Joint Agency:			
Listing Date:	04/03/21	**Contract Closing Date:**	
Date Expiration:			
Source Of Measurements:	Property Appraiser Office		
Internet Sites:	Broker Reciprocity, Homes.com, ListHub, NaplesArea.com, Realtor.com		
Showing Inst.:	Key Box - Supra iBox, Vacant		
Listing Type:	Exclusive Right to Sell with Exclusions		
Is there a sign on the property with Seller contact information:		Yes	
Contact Seller for showing:	No		
Listing Broker available on contract presentation and negotiations:		Yes	
Listing Broker will perform post contract services:		Yes	
Limited Service Listing:	No		

Confidential Information ML# 221025240

Property is Vacant. Supra Lockbox on front door show anytime. Call Don Heisler, 239-542-2010 for further info on out buildings.

Driving Directions ML# 221025240

Daniels Road east to North on Palomino Lane, house is on the right.

Video and/or audio surveillance with recording capability may be in use on these premises. Conversations should not be considered private.

The source of the foregoing property information is a database compilation of an organization that is a member of the Southwest Florida Multiple Listing Service. Each Southwest Florida Multiple Listing Service member organization owns the copyright rights in its respective proprietary database compilation, and reserves all such rights. Copyright © 2019. The foregoing information including, but not limited to, any information about the size or area of lots, structures, or living space, such as room dimensions, square footage calculations, or acreage is believed to be accurate, but is not warranted or guaranteed. This information should be independently verified before any person enters into a transaction based upon it.

Search Criteria

Status is 'Active'
Street Number is '11631'
Selected 1 of 1 result.

SEZ2021-00010 Lee County ePlan Original application dated 07-28-2021

6-
.70

Quit Claim Deed

Made this 8 day of Aug A.D. 2000
by **FREDERICK J. SNYDER**

INSTR # 4937611
OR BK 03289 PG 3777
RECORDED 08/09/00 12:47 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 6.00
DOC TAX PD(F.S.201.02) 0.70
DEPUTY CLERK J Miller

hereinafter called the grantor, to
FREDERICK J. SNYDER and
PATTI K. SNYDER, Husband and Wife

whose post office address is:
3332 Avocado Drive
Fort Myers, Florida 33901

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of $ **10.00** and other valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in **LEE** County, Florida, viz:

The North 1/2 of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.
This is Vacant Land

Parcel Identification Number: 10-45-25-00-00006.0060

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

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

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

Signed, sealed and delivered in our presence:
(TWO SEPARATE WITNESSES REQUIRED)

Name: Susan Wimmer
Name: Debra L. Petruzelli

Name & Address: FREDERICK J. SNYDER LS
Name & Address: LS
Name: Name & Address: LS
Name: Name & Address: LS

State of FLA.
County of Lee

The foregoing instrument was acknowledged before me this 8 day of Aug, 2000,
by
Frederick J. Snyder

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

Print Name:
Notary Public
My Commission Expires:

(Affix Stamp/Seal)

OFFICIAL NOTARY SEAL
DEBRA L. PETRUZELLI
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC 389231
MY COMMISSION EXP. AUG. 20, 2002

PREPARED BY: Debra L. Petruzelli
RECORD & RETURN TO:
CAPE CORAL TITLE INSURANCE AGENCY, INC.
1307 Cape Coral Parkway
Cape Coral, Florida 33904
File No: 24127

QC-1
1/94

FORT MYERS FIRE DEPARTMENT

2033 Jackson Street
Fort Myers, FL 33901
Phone: 239-321-7311 Fax: 239-334-1625

Deputy Fire Chief of Administration

To: Tony Palermo

From: James L Hayden

Date: June 10, 2021

Subject: Fire Station 19 Attributes

A mini station, also referred to as a satellite station, is one which is occupied like a primary, or mother station. Key differences are the ability to occupy during special disasters, manmade or natural, the overall size and daily occupation is typically smaller and less hardened and secure. During a major event, the fire department would vacate this type of station and retreat to the closest primary station.

Station 19 will house 3-4 fire personnel, one primary apparatus that will be Advanced Life Support equipped with modified fire suppression capabilities commensurate with the risk coverage. The coverage will be 24 hours, 7 days from three rotating shifts.

Fort Myers Fire Department

2033 Jackson Street
Fort Myers, FL 33901
Phone: 239-321-7311 **Fax: 239-334-1625**

Tracy McMillion, Fire Chief

To: Marty K. Lawing, City Manager

From: Tracy McMillion, Fire Chief

Date: July 21, 2021

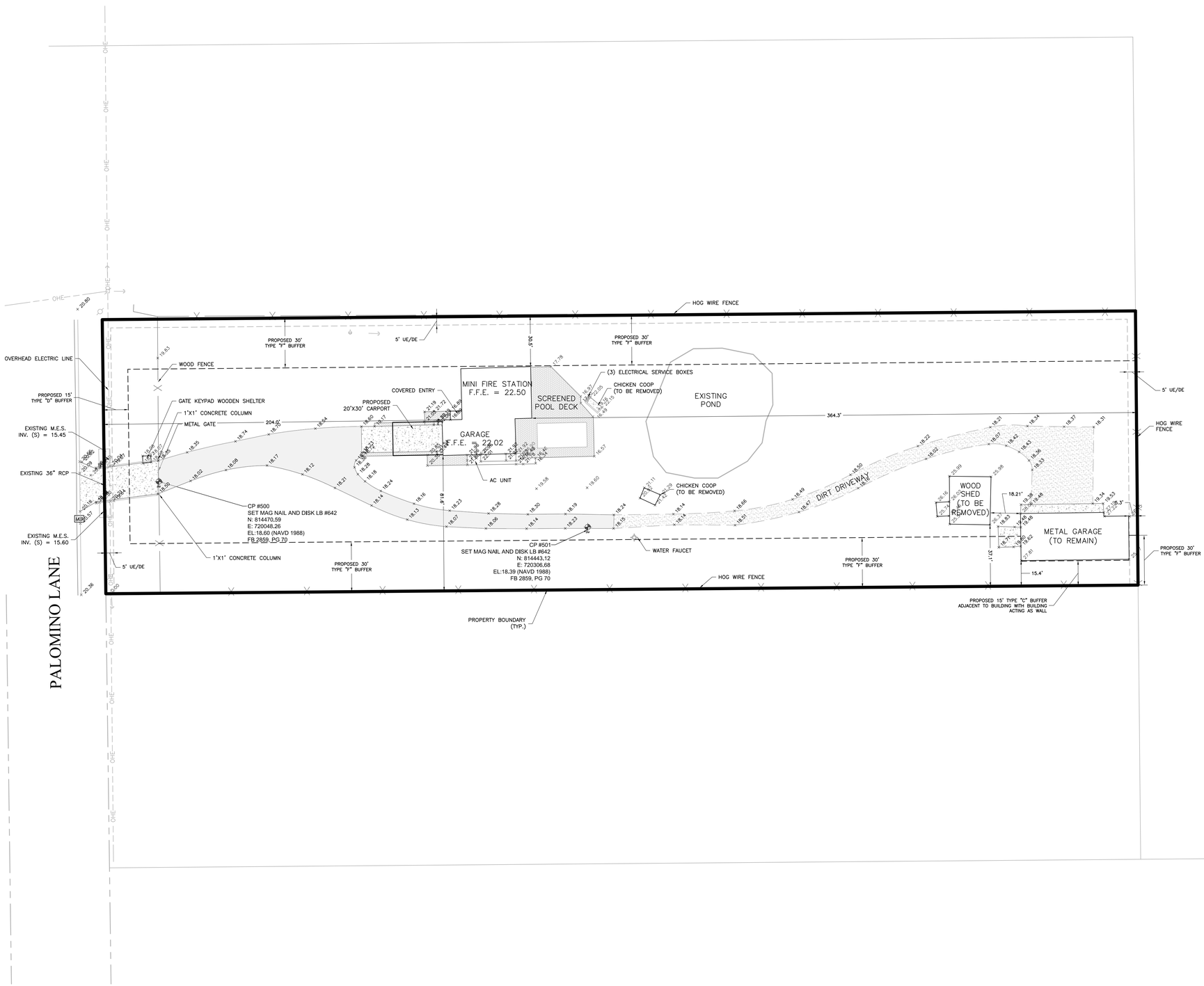
Subject: Station 19, 11631 Palomino Lane Purchase

I am pleased to inform you that 11631 Palomino Lane was purchased yesterday, July 20, 2021. This property will become a public safety "Micro-station" (Station 19) designed to provide enhanced fire and police services for the Paseo-Reflection Isle Enclave. Over the next few months, we will transition to convert this home into a micro public safety center, Station 19.

I would like to thank City staff for their dedication and commitment in executing an accelerated process in acquiring this property. This property was identified as an optimal location shortly after the April 19, 2021, City Council meeting in which the South Trail Fire District Interlocal Agreement for Fire and EMS services was terminated (STFD to provide services until October 20, 2022). Permission to move forward with the process of purchase was granted as a walk-on item in the May 3, 2021, City Council meeting. City Staff was able to execute this purchase in less than 90 days.

I would also like to thank City Leadership for their support and vision in this project to provide enhanced emergency service to City of Fort Myers residents.

If additional information is needed, please do not hesitate in contacting me.



LEGEND

- EXISTING CONCRETE
- EXISTING ASPHALT PAVEMENT
- EXISTING BRICK WALKWAY

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

CITY OF FORT MYERS FIRE DEPARTMENT

CITY OF FORT MYERS LEE COUNTY, FLORIDA

REVISIONS

DESCRIPTION	DATE

DATE:	JULY 2021
PROJECT NO.	20214098-000
FILE NO.	10-45-25
SCALE:	1"=30'

SITE PLAN

SHEET NUMBER

C01