The City of Fort Myers
Community Development Department
Tony Palermo, AICP, Assistant Director
1825 Hendry Street
Fort Myers, FL 33901
● Phone: 239-321-7926 ● Email: apalermo@cityftmyers.com

November 10, 2021

Mr. Patrick Doty, AICP
Principal Planner
Lee County Community Development Department
1500 Monroe Street
Fort Myers, FL 33901
Email: pdoty@leegov.com

RE: SEZ2021-00010 Fire Station 19 – City of Fort Myers

Dear Patrick:

Thank you for your sufficiency comments from August 27, 2021. On behalf of the applicant's team here is our response to each comment are related attachments/exhibits for your consideration:

Zoning

1. The attached narrative has been revised to address zoning comments, including proposed conditions of approval.

Environmental

1. Existing native vegetation remaining along the north, south, and west property lines will comply with the buffer requirements per LDC Sec. 10-416(d) and invasive exotics will be removed. The proposed site plan has been revised to reflect this as well. The attached narrative has also been revised, including proposed conditions of approval. The applicant will request administrative deviations or relief if necessary.

2. The height of the accessory structure being used to meet the eight-foot wall requirement on the SE property line is **+/- 20 feet.** The proposed site plan and narrative has been revised to reflect this as well.

Development Services

1. We acknowledge the proposed plan is being reviewed as a commercial development. Off street parking will be provided per LDC Sec. 34-2011. The applicant will request administrative deviations or relief if necessary. Also see the updated site plan and proposed conditions of approval.

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2. At time of local development order approval, the proposed development and lot will be designed with a distinct entrance that complies with LDC Sec. 34-2013. The applicant will request administrative deviations or relief if necessary. Also see the updated site plan and proposed conditions of approval.

3. Parking on grass or other unimproved surfaces such as grass or dirt will be prohibited. The development will comply with LDC Sec. 34-2017(b)(1). The updated site plan correctly shows a paved driveway at the entrance with a small portion of gravel driveway accessing the rear of the property. The applicant will request administrative deviations or relief if necessary. Also see the updated site plan and proposed conditions of approval.

4. Required ADA parking shall be provided as determined necessary during the development order permitting process. Of note, the proposed use will not be open to the general public and will be utilized by City staff/employees only. The applicant will request administrative deviations or relief if necessary. Also see the updated site plan and proposed conditions of approval.

5. No outdoor lighting fixtures are proposed. Also see the updated site plan and proposed conditions of approval.

6. No outdoor lighting for parking, ingress and egress, or driveways is proposed. The applicant will request administrative deviations or relief if necessary. Also see the updated site plan and proposed conditions of approval.

7. No improvements are proposed which would alter the current stormwater management of this property therefore no stormwater management improvements will be proposed for this project. As such, the proposed development will not be required to comply with LDC Sec. 10-321(a) pertaining to stormwater management.

   The applicant will request administrative deviations or relief if necessary. Also see the updated site plan and proposed conditions of approval.

8. See response 7 above.

9. Access will be provided on a privately maintained road, Palomino Drive. The applicant will request administrative deviations or relief to LDC 10-296 if necessary. Also see the updated site plan and proposed conditions of approval.

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10. The site plan shows a gated entrance which will remain closed to the public. The applicant will request administrative deviations or relief if necessary. Final access and design of the entrance, including use of an entrance gate, will be determined at time of local development order approval.

Legal

1. A new boundary survey, sketch, and legal are included in this submittal.

2. A title certification is included in this submittal.

Should you have any further questions or if you would like to discuss this matter further, please do not hesitate to call me.

Sincerely,

T O N Y P A L E R M O , A I C P

Tony Palermo, AICP
Assistant Director, Community Development Department
City of Fort Myers

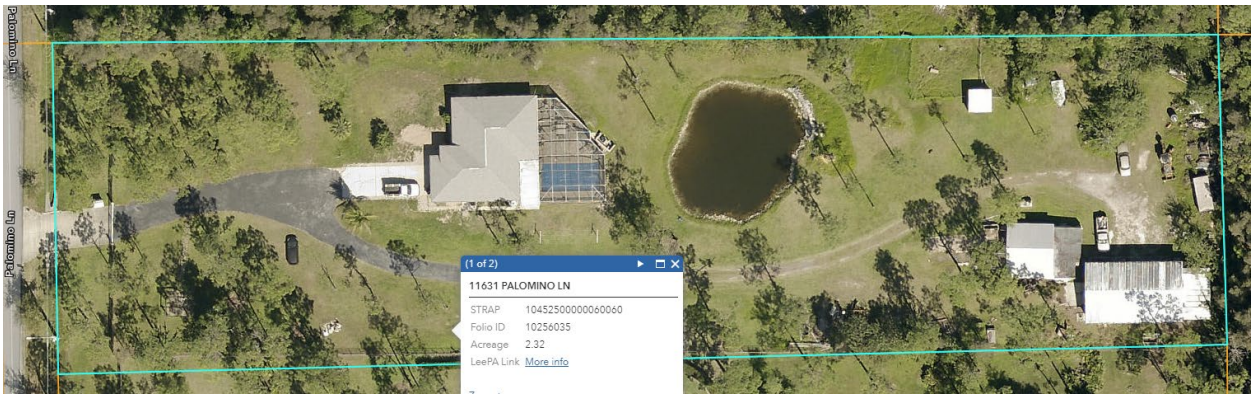
CITY OF FORT MYERS

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 a maximum of three fire personnel and one fire suppression vehicle. The vehicle would be a mini-pumper and not a full-sized heavy fire truck *(See attached 2-page color flyer).* 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 exterior 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.



The request will not be injurious to the neighborhood. The intent of a mini station is to blend in as much as possible with the existing surrounding residential neighborhood and retain the current appearance of a single-family use as much as possible. Minimal improvements or changes to the external appearance of the property are proposed, with the exception of required buffers and minor site improvements needed to meet LDC requirements for the new use.

To minimize any possible auditory or light impacts sirens, flashing lights and back up alarms typically associated with fire and law enforcement vehicles will NOT be needed or permitted on site upon entering or exiting the property. Use of sirens, flashing lights and back up alarms will only be needed or utilized after the vehicles leave the site and immediate neighborhood.

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, and a gate keypad. There are trees and vegetation on site, a pond, a metal garage, workshop, concrete residential driveway and small portion of gravel driveway in the rear of the property. 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. A 20-foot high 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 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 prior structures on site including 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 20-foot high metal garage in lieu of a wall.**
- **Removal of invasive exotics from the site;**

SURROUNDING USES, ZONING, FUTURE LAND USE

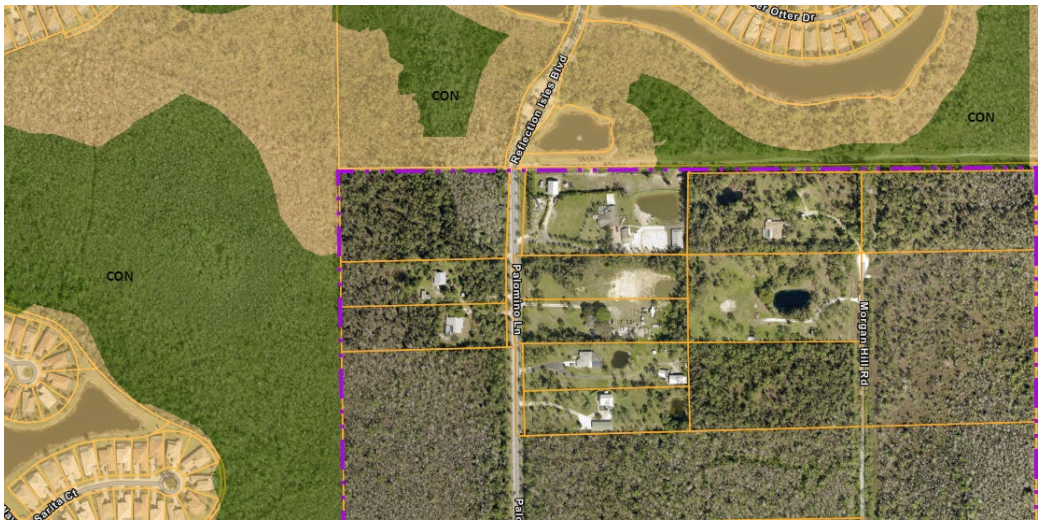
The property is within the context of large lot ranchette homes, natural preserves, and nearby two residential communities within the City boundaries.

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 have been eliminated, the landscaping will be 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 will not negatively impact the 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 privately maintained 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 prior 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 OF FORT MYERS

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."**

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 or vehicles is permitted. Parking of work and employee vehicles is permitted.**

5. **Fire trucks are generally limited to one mini-pumper vehicle parked under the proposed car port as shown on the Site Plan by Johnson Engineering "City of Fort Myers Fire Department." On limited occasions more than one Fire vehicle may be temporarily present on the site.**

6. **No sirens, flashing lights, or back up alarms are permitted on site for Fire vehicles entering or exiting the property.**

7. **Invasive exotics must be removed from the site.**

8. **No outdoor lighting fixtures are proposed on site.**

9. **Final site design including access, entrance gate, parking, and stormwater management will be determined at time of local development order approval.**

DUNCAN &
ASSOCIATES, P.A.

FOXWORTHY PROFESSIONAL BUILDING
1601 JACKSON STREET, SUITE 101
POST OFFICE BOX 249
FORT MYERS, FLORIDA 33902-0249

GORDON R. DUNCAN
ASHLEY D. SEGAL

TELEPHONE (239) 334-4574
FAX (239) 334-3378
EMAIL: info@duncanassociatesfl.com

October 7, 2021

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

Re: Title Opinion Letter for City of Fort Myers – 11631 Palomino Lane

Dear Chairperson:

The undersigned is counsel for the City of Fort Myers, Florida ("Applicant") for the purpose of furnishing the following opinion, consistent with the provision of Florida Statutes, Section 177.041(2) for land as described in Exhibit 1 submitted with the application package of which this letter is a part. The opinions below apply through 11:00 p.m. as of September 29, 2021.

The undersigned states:

1. **ATTORNEY:** That he is an attorney duly licensed by the Supreme Court of the State of Florida, License #258563 and that he is in good standing with the Florida Supreme Court and The Florida Bar as of the date of this letter opinion.

2. **TITLE:** The record title to the subject land legally described in Exhibit 1 is in the name of the City of Fort Myers, a municipal corporation pursuant to that certain warranty deed from Frederick J. Snyder and Patti K Snyder recorded July 30, 2021 as Instrument #2021000255010 in the Public Records of Lee County, Florida. The undersigned has searched Lee County records through the date set forth in the first paragraph of this letter and is of the opinion that no subsequent conveyance of the land described in Exhibit 1 is of record.

3. **MORTGAGE(S):** Mortgage(s) not satisfied or released of record nor otherwise terminated by law and encumbering the land described on the subject plat consist only of the following mortgages and none other:

   None.

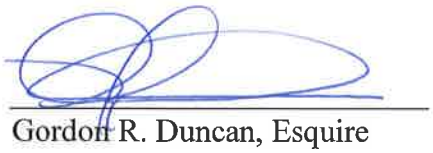
4. **EASEMENTS/ENCUMBRANCES:** The land described in Exhibit 1 is encumbered or benefitted by the following easements and agreements:

   a. Restrictions set forth in the instrument recorded on March 14, 1978 in OR Book 1258, Page 1845, Public Records of Lee County, Florida

5. **LEGAL DESCRIPTION:** The legal description, by metes and bounds, of the subject land is as shown on the attached Exhibit 1 and made a part hereof as if fully rewritten in this letter.

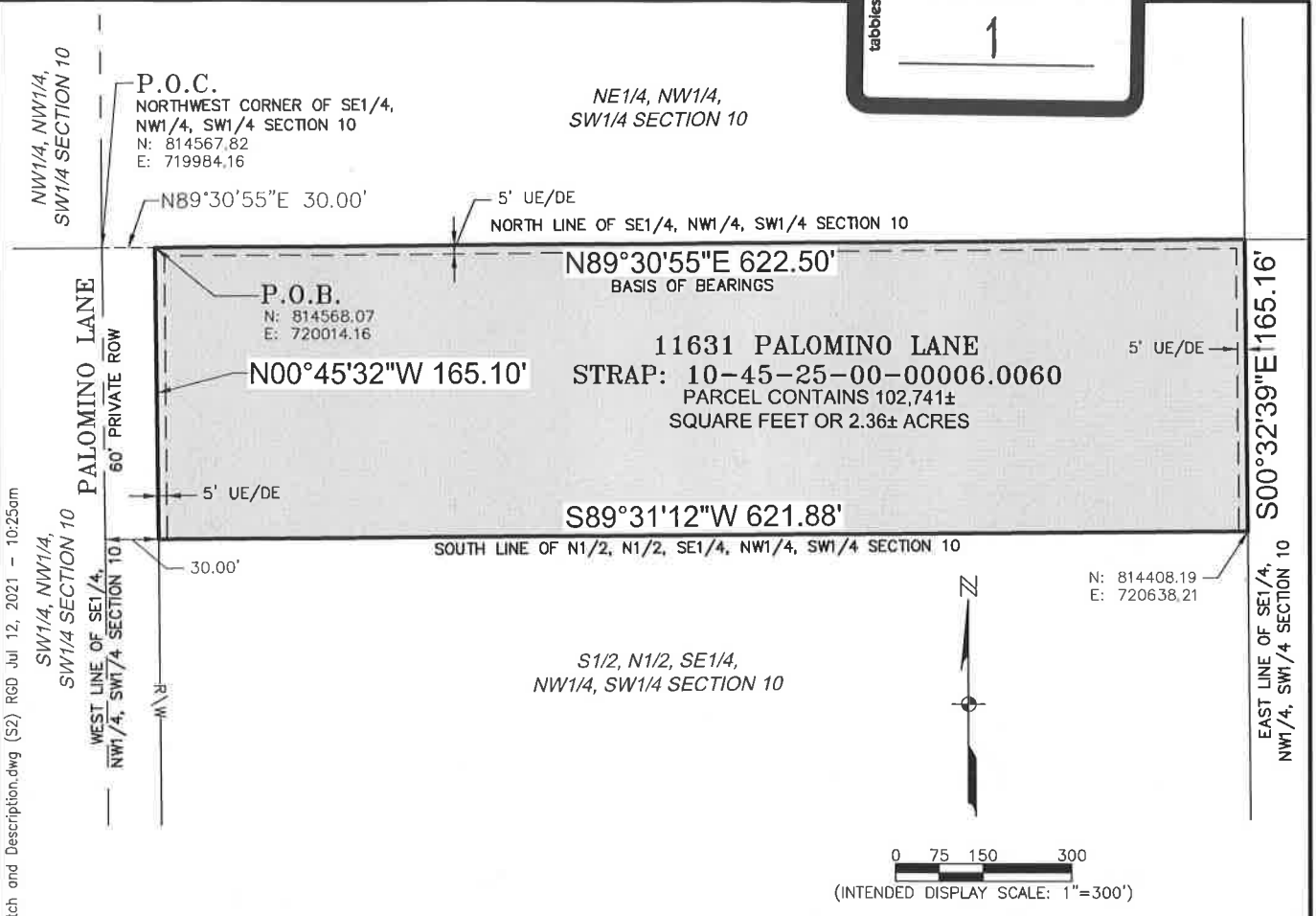
Respectfully,

Duncan & Associates, P.A.

By: 

Gordon R. Duncan, Esquire

EXHIBIT 1



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
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	2 OF 2

DUNCAN&
ASSOCIATES, P.A.

FOXWORTHY PROFESSIONAL BUILDING
1601 JACKSON STREET, SUITE 101
POST OFFICE BOX 249
FORT MYERS, FLORIDA 33902-0249

GORDON R. DUNCAN
ASHLEY D. SEGAL

TELEPHONE (239) 334-4574
FAX (239) 334-3378
EMAIL: info@duncanassociatesfl.com

September 26, 2021

Kate Borton
Real Property Specialist
City of Fort Myers
PO Drawer 2217
Fort Myers, Florida 33902

RE: SNYDER sale to CITY OF FORT MYERS
11631 Palomino Lane
Lee County, Florida
2021.362

Dear Kate Borton:

I am pleased to enclose the following documents which I believe completes your purchase of the above referenced property:

1. First American Title Insurance Company Owner's Policy Number 5011412-0888124e.
2. Original recorded Corrective Warranty Deed.
3. Original recorded Warranty Deed.

I would suggest that you retain these documents in a safe keeping place for future reference.

It was my pleasure to assist with the closing of this transaction. Please do not hesitate to contact me should you have any questions or need any assistance in the future.

Sincerely,

Corrine Collins
Real Estate Paralegal
/cc/enclosures

First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011412-0888124e**

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

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

For Reference:

File #: 2021.362

Issued By:

Duncan & Associates, P.A.
1601 Jackson Street, Suite 101
Fort Myers, FL 33901

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Policy #: 5011412-0888124e

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

(i) The term "Insured" also includes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

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

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

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

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

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

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

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

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

(i) the Amount of Insurance; or

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

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

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

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

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

9. **LIMITATION OF LIABILITY**
   (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
   (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
   (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
10. **REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**
   All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.
11. **LIABILITY NONCUMULATIVE**
   The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.
12. **PAYMENT OF LOSS**
   When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.
13. **RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**
   (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
   If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
   (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.
14. **ARBITRATION**
   Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
   The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
   A copy of the Rules may be obtained from the Company upon request.
15. **LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**
   (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
   (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
   (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
   (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
16. **SEVERABILITY**
   In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
17. **CHOICE OF LAW; FORUM**
   (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
   Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
   (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
18. **NOTICES, WHERE SENT**
   Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	POLICY NUMBER **5011412-0888124e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: 2021.362

Address Reference: 11631 PALOMINO LANE, FORT MYERS, FL 33912-1455

Amount of Insurance: $635,000.00

Premium: $3,250.00

Date of Policy: July 21, 2021 at 10:06 AM

1. Name of Insured: City of Fort Myers, a Florida municipal corporation
2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is vested in: City of Fort Myers, a Florida municipal corporation
4. The Land referred to in this policy is described as follows:

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

Duncan & Associates

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Exhibit A	5011412-0888124e

File No.: 2021.362

The land referred to herein below is situated in the County of LEE, State of FL, 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.

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule B	POLICY NUMBER **5011412-0888124e**

File No.: 2021.362

EXCEPTIONS FROM COVERAGE

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

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

2. 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.

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

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

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

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

7. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.

NOTE: Exception(s) numbered 1, 3, 4 and 5 above are hereby deleted.

8. 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.

11. 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.

SEZ2021-00010 Lee County ePlan Additional info dated 11-10-2021
Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000255010, Doc Type D, Pages 2, Recorded 8/3/2021 at 9:14 AM, Deputy Clerk TKING ERECORD
Rec Fees: $18.50 Deed Doc: $0.70

ORIGINAL

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]

Corrective and Confirmatory Deed given to correct the legal description in that certain Warranty Deed recorded July 21, 2021 as Instrument Number 2021000240782, Public Records of Lee County, Florida.

Warranty Deed

This Warranty Deed made this 30th 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; LESS the West 30 feet thereof.

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.

Recorded Electronically
ID 2021000255010
County Lee
Date 8-3-21 Time 9:14 AM

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]

Corrective and Confirmatory Deed given to correct the legal description in that certain Warranty Deed recorded July 21, 2021 as Instrument Number 2021000240782, Public Records of Lee County, Florida.

Warranty Deed

This Warranty Deed made this 30th 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; LESS the West 30 feet thereof.

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.

Signed, sealed and delivered in our presence:

Witness Name: Becky Wheeler

Witness Name: Lisa LaLonde

Witness Name: Becky Wheeler

Witness Name: Lisa LaLonde

This is an acknowledgement clause: no oath or affirmation was administered to the signer.

(Seal)
Frederick J. Snyder

This is an acknowledgement clause: no oath or affirmation was administered to the signer.

(Seal)
Patti K. Snyder

State of Ohio
County of Williams

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 30th 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] REBECCA SUE WHEELER
Notary Public, State of Ohio
My Commission Expires November 5, 2023

Notary Public

Printed Name: Rebecca Sue Wheeler

My Commission Expires: 11/05/2023

SEZ2021-00010 Lee County ePlan Additional info dated 11-10-2021
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

ORIGINAL

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.

Recorded Electronically
ID 2021080240782
County Lee
Date 7-21-21 Time 10:06

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.

Signed, sealed and delivered in our presence:

Witness Name: Don Heisler

Witness Name: Corrine Collins

Frederick J. Snyder (Seal)

Witness Name: Don Heisler

Witness Name: Corrine Collins

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: _____

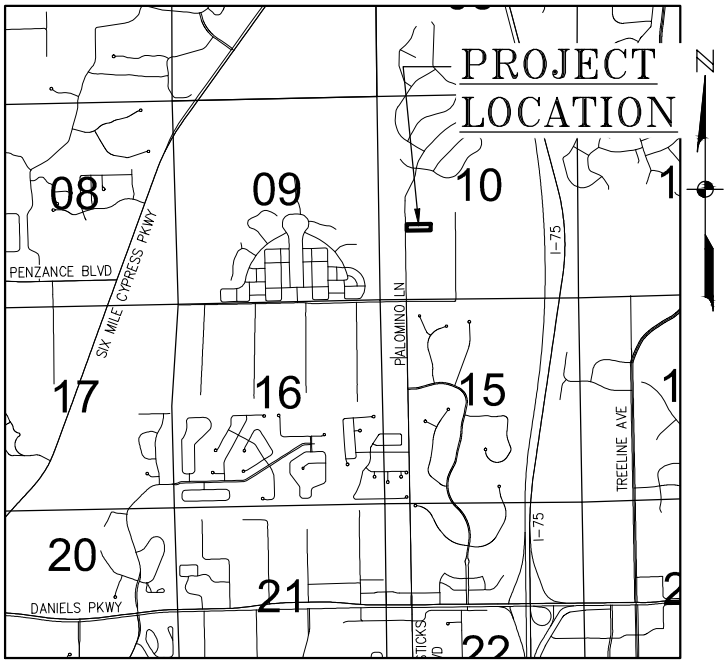
My Commission Expires: _____

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

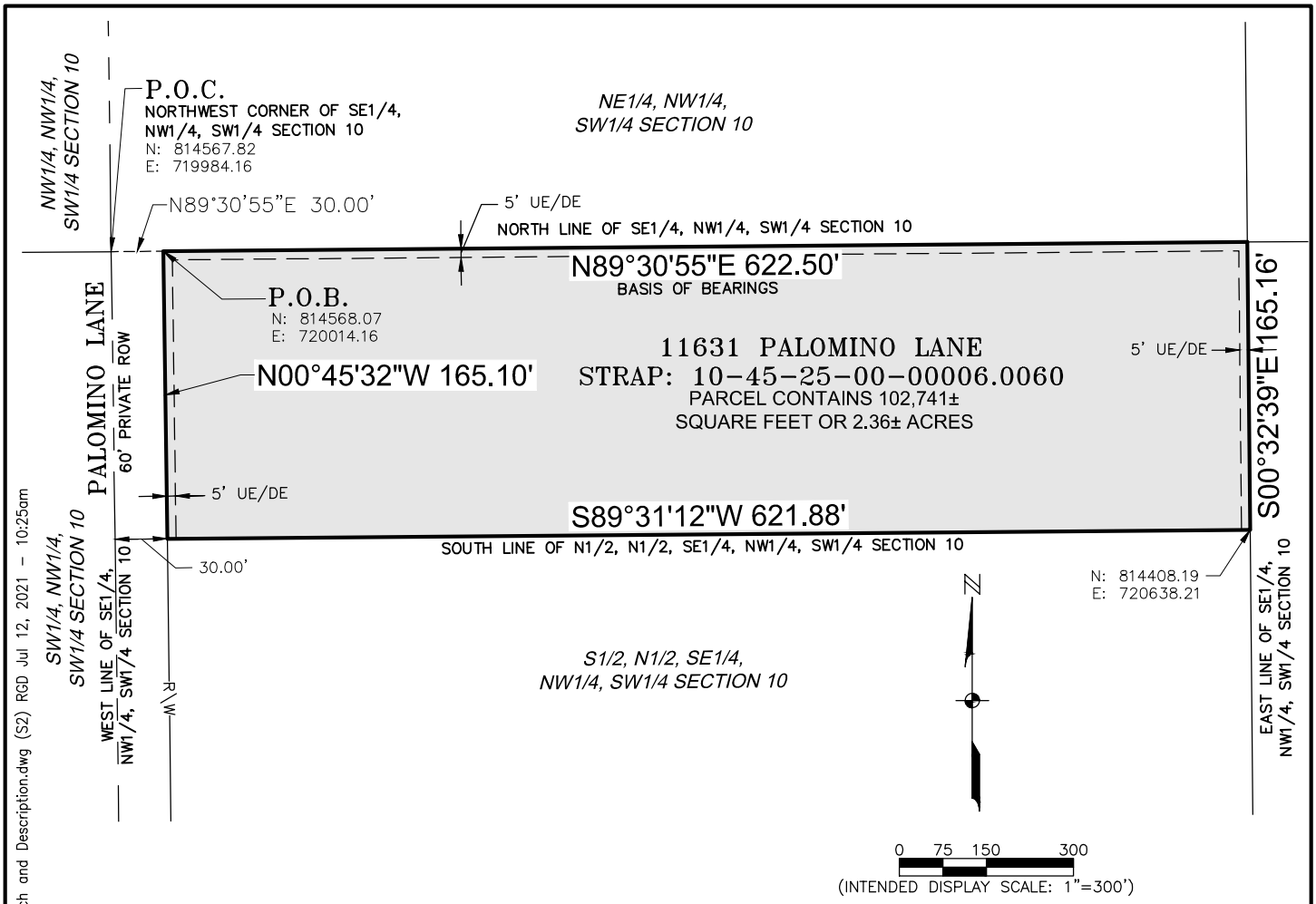
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

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

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

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



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
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	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

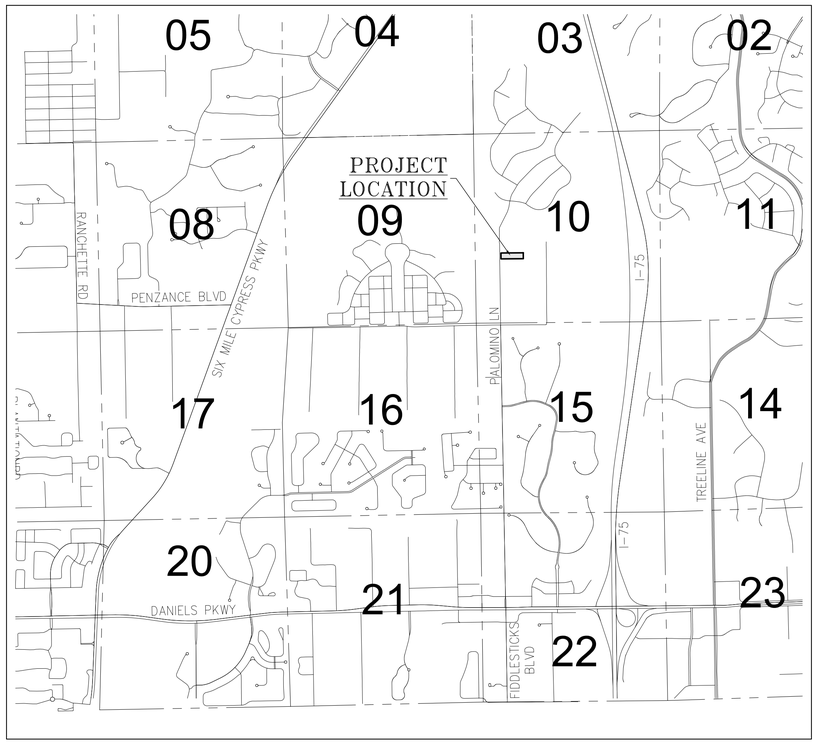
NOTES:

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 "TITLE OPINION LETTER" PREPARED BY DUNCAN AND ASSOCIATES, P.A., EFFECTIVE DATE: SEPTEMBER 29, 2021 AT 11:00 P.M.

EASEMENT/ENCUMBRANCES LISTED IN THE TITLE OPINION LETTER:

a. RESTRICTIONS SET FORTH IN THE INSTRUMENT RECORDED MARCH 14, 1978 IN OR BOOK 1258, PAGE 1845, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THIS DOCUMENT CREATED EASEMENTS AND RIGHT-OF-WAYS. 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.

VICINITY MAP



0 2000' 4000'

(INTENDED DISPLAY SCALE: 1"=2000')

N

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.

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 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 License No. LS7229 Professional Surveyor and Mapper

Digitally signed by Richard G. Daniels LS7229 State of Florida
Date: 2021.10.11 14:51:28 -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

DATE	DESCRIPTION
10/11/2021	REVISE PER TITLE OPINION LETTER

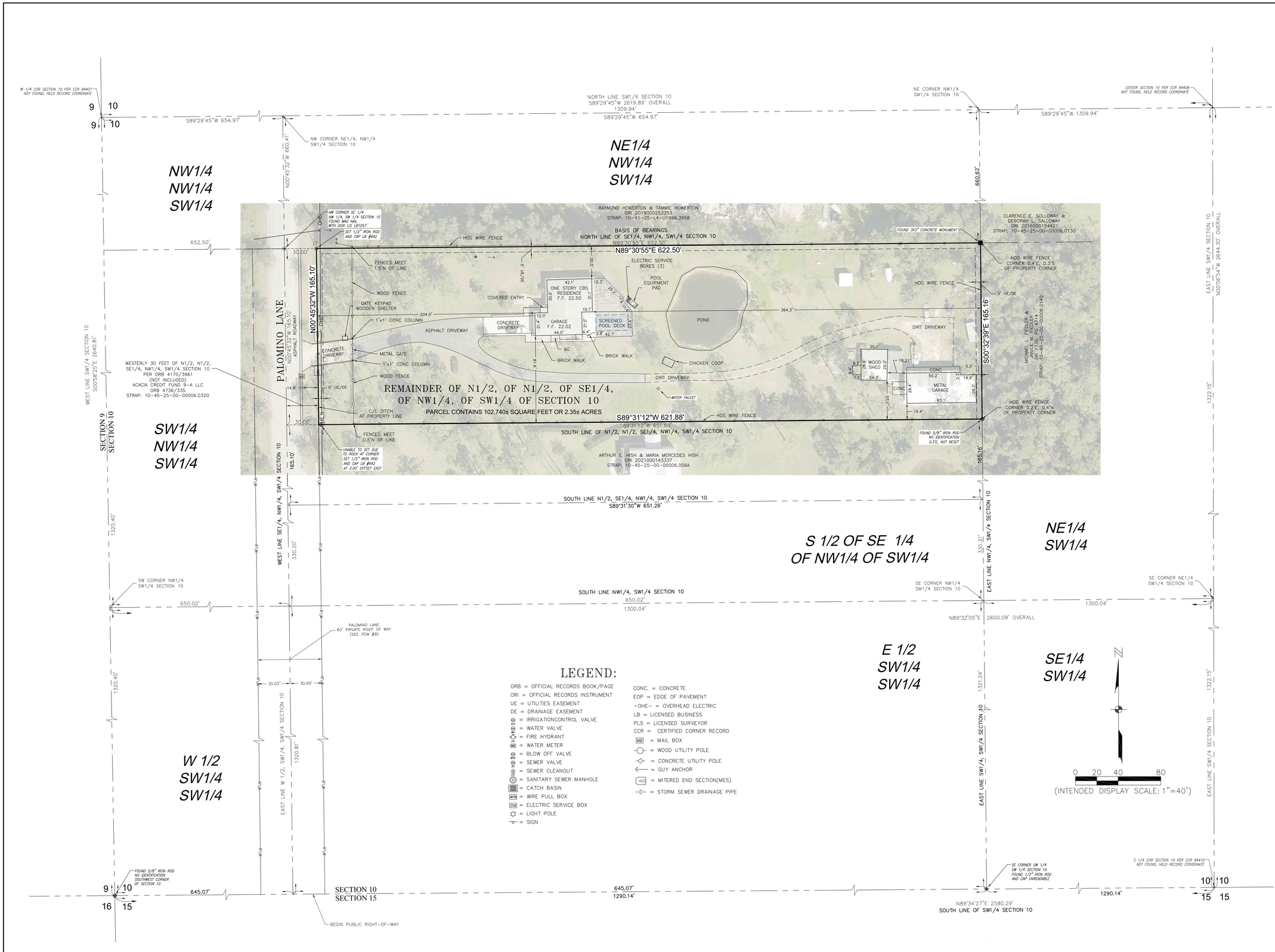
DATE:	06/13/21
PROJECT NO.	20214098-000
FILE NO.	10-45-24
SCALE:	1"=2000'

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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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

LEGAL DESCRIPTION

FOR FIRE STATION 19 CITY OF FORT MYERS

11631 PALOMINO LANE, FORT MYERS, FL

EXHIBIT "A"

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.

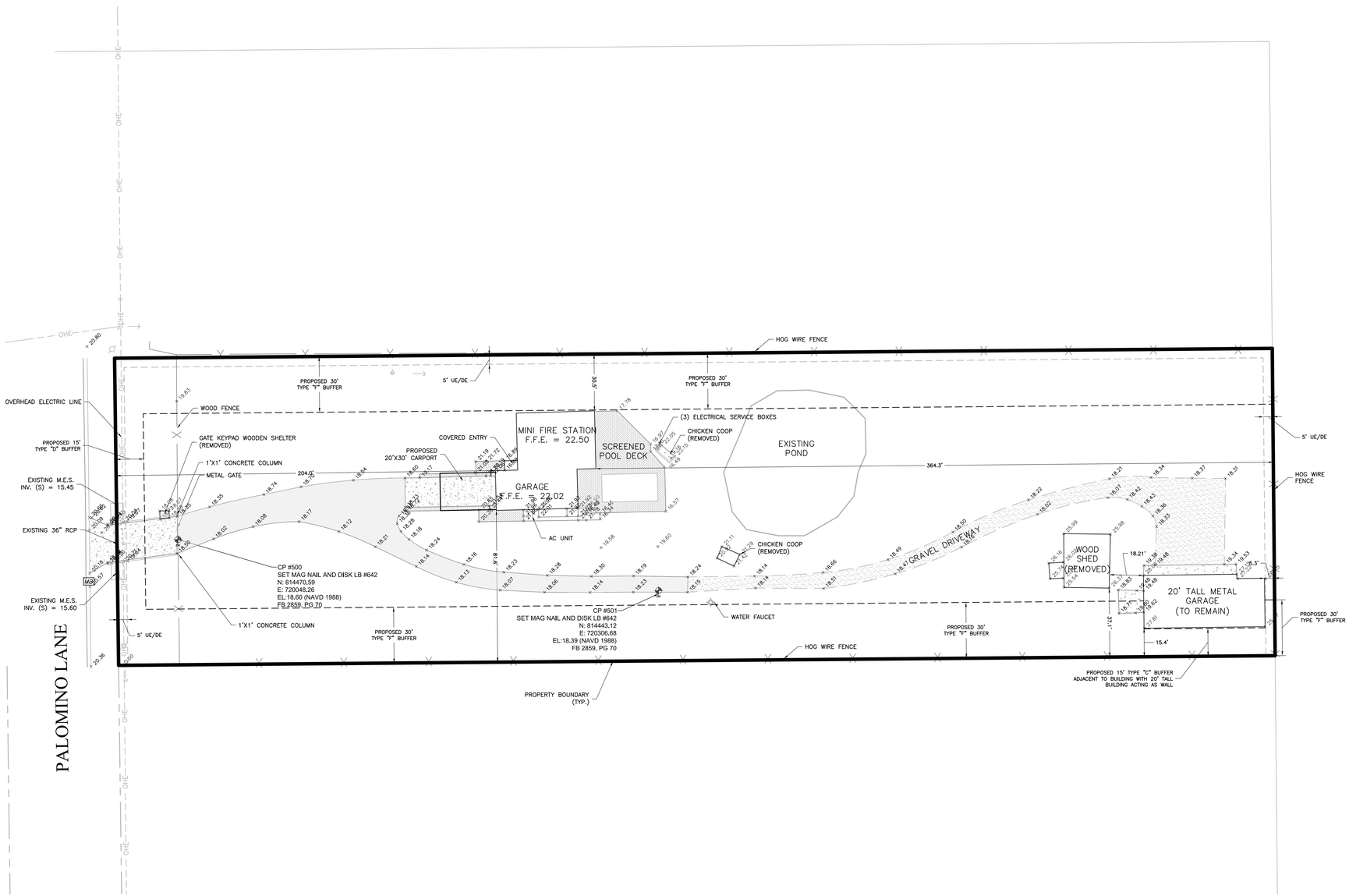
LESS: THE WESTERLY 30 FEET THEREOF AS RECORDED IN OFFICIAL RECORDS BOOK 4170, PAGE 3961.

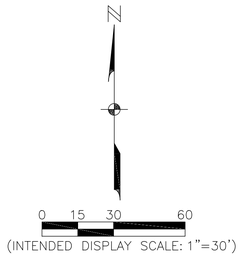
A PARCEL OF LAND LYING THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.

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





LEGEND
EXISTING CONCRETE
EXISTING ASPHALT PAVEMENT
EXISTING BRICK WALKWAY

GENERAL NOTES:

- ALL EXOTIC VEGETATION SHALL BE REMOVED FROM THE BUFFER AREAS.
- ALL EXISTING NATIVE VEGETATION REMAINING ALONG NORTH, SOUTH AND WEST PROPERTY LINES SHALL COMPLY WITH BUFFER REQUIREMENTS PER LEE COUNTY LDC SEC. 10-416 (D).
- REQUIRED ADA PARKING SHALL BE PROVIDED AS DETERMINED NECESSARY DURING DEVELOPMENT ORDER PERMITTING.
- NO OUTDOOR LIGHTING FIXTURES ARE PROPOSED FOR THIS PROJECT.

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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

SEZ2021-00010 Lee County ePlan
Additional info dated 11-10-2021

FOUTS BROS



FIRST OUT UTILITY RESCUE





FIRST CHOICE OF FIRST RESPONDERS
Introducing the Fouts FOUR

The first of its kind in the industry – designed specifically to be the best First Out Utility Rescue. The Fouts FOUR features a lightweight aluminum body which allows you to carry multiple rescue tools and more equipment. This feature-packed response vehicle can help your team respond to the wide variety of emergency calls required by today's Fire, Rescue and EMS professionals.

VERSATILE

The Fouts FOUR, with its multipurpose call capacity, can operate in a wide range of conditions from high density tight traffic areas to rural brush fires. Features include 1,500 GPM pump and 300 US Gallon capacity. F550 Ford chassis 4x4 crew cab.

AFFORDABLE

We've packed a lot of value in this apparatus and made it affordable, even for departments with tight budgets and limited resources. You'll use the Fouts FOUR across a wide range of first responder services including EMS calls, traffic emergencies, fire and rescue.

ECONOMICAL

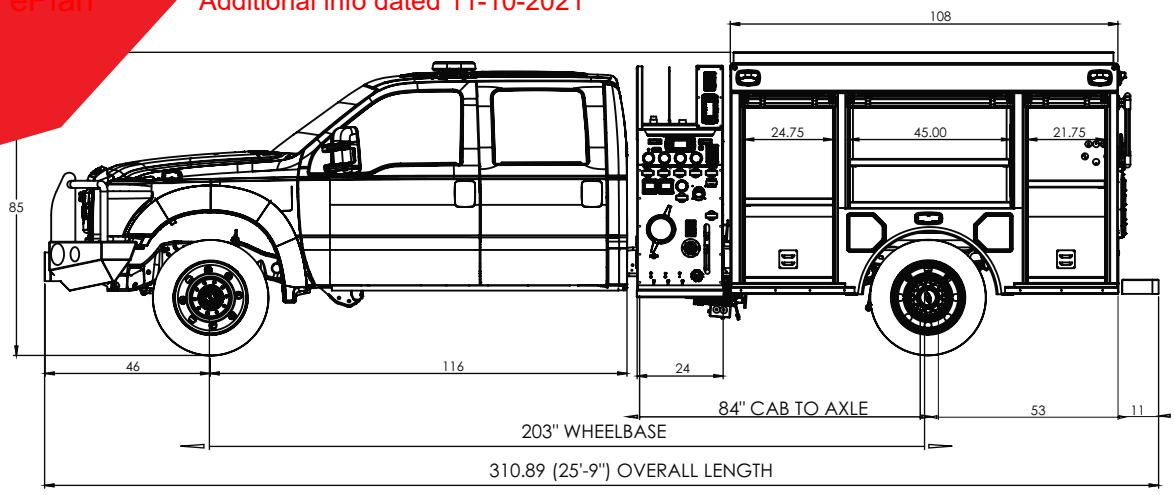
The Fouts FOUR can help you control maintenance costs. Dispatch this multipurpose unit on calls that don't require your big rigs, reducing maintenance and wear-and-tear on large apparatus. This truck can also operate with a smaller crew and still be able to perform multiple tasks.

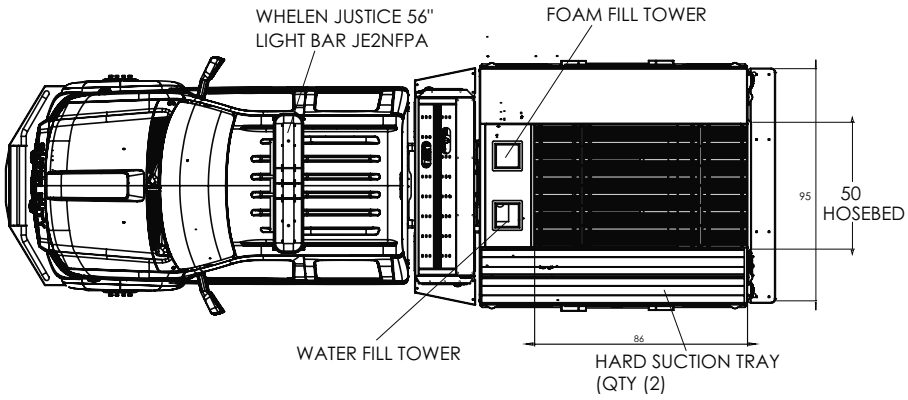
call us: 866-447-7522 www.FOUTSFIRE.com

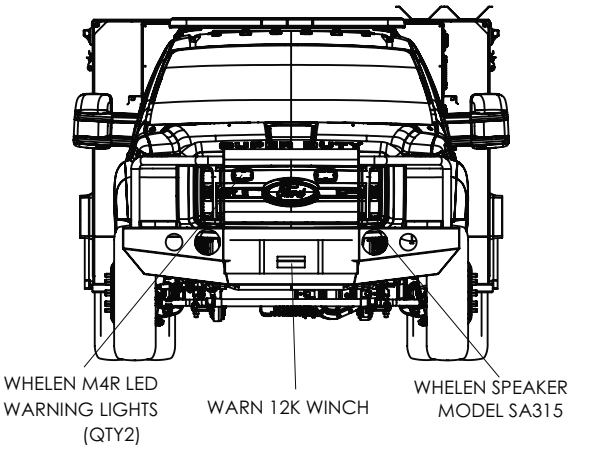
SEZ2021-00010 Lee County ePlan

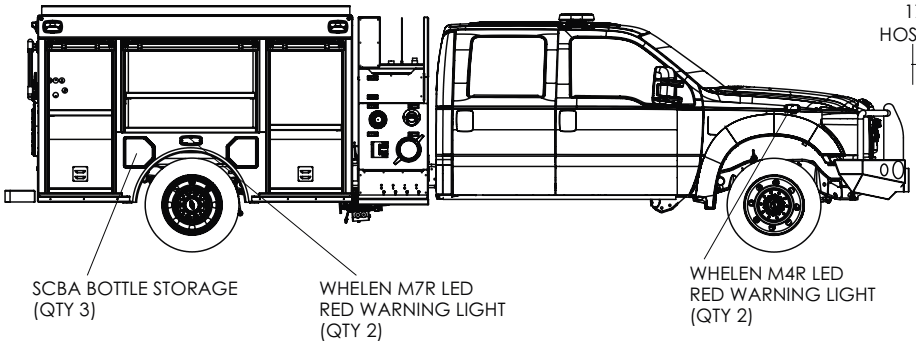
Additional info dated 11-10-2021

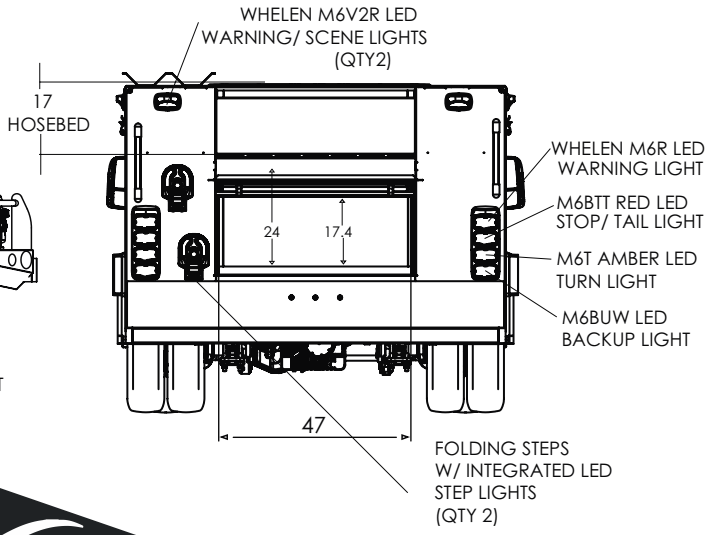
FOUTS BROS











FOUTS FOUR
FIRST OUT UTILITY RESCUE

- 9 foot Aluminum Body
- Ford F-550 Crew Cab 4x4
- 285/15 Gallon Tank
- Hale DSD 1500 GPM Pump with SAM System upgrade available
- Rear Booster Reel with 100 ft of 1 inch hose
- Whelen Lighting Package

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