



APPLICATION FOR CONVENTIONAL REZONING PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: Crystal Drive Rezone

Request: ☒ Rezoning from: AG-2 & IL To: IL
☐ Variance included? ☒ **NO** ☐ **YES**¹ for: _____
☐ Special Exception included? ☒ **NO** ☐ **YES**¹ for: _____
☐ Bonus Density included? ☒ **NO** ☐ **YES**² for: _____ Bonus Units

¹ If **YES**, submit applicable application and fee

² If **YES**, submit additional fee required by LDC 2-147(A)(3)

PART 1 APPLICANT/AGENT INFORMATION

A. Name of Applicant: CRYSTAL PARK LLC
Address: 590 W. 84TH Street
City, State, Zip: Hialeah, 33014
Phone Number: c/o 239-770-2527/239-939-5490 **E-mail:** c/o shewitt@bankseng.com

B. Relationship of Applicant to owner (check one) and provide [Affidavit of Authorization](#) form:
☒ Applicant is the sole owner of the property. [34-201(a)(1)a.1.]
☒ Applicant has been authorized by the owner(s) to represent them for this action. [34-202(a)(3)]
☐ Application is County initiated. Attach BOCC authorization.

C. Authorized Agent: (If different than applicant) Name of the person who is to receive all County-initiated correspondence regarding this application. [34-202(a)(4)]

1. Company Name: Banks Engineering
Contact Person: Stacy Ellis Hewitt, AICP
Address: 10511 Six Mile Cypress Parkway
City, State, Zip: Fort Myers, FL 33966
Phone Number: 239-770-2557/239-939-5490 **Email:** Shewitt@bankseng.com

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

PART 2 PROPERTY OWNERSHIP

A. Property owner(s): If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-202(a)(2)]

Name: CRYSTAL RR PARTNER I LLC & CRYSTAL RR PARTNER II LLC
Address: 7310 SW 41 St
City, State, Zip: Miami, FL 33155
Phone Number: c/o 239-770-2527/239-939-5490 **Email:** c/o shewitt@bankseng.com

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

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

- ☒ Not Applicable
- ☐ Captiva Planning Community (Captiva Island). [33-1612(a)&(b); Lee Plan Policy 13.1.7]
- ☐ North (Upper) Captiva Community Plan area. [33-1711; Lee Plan Policy 25.1.1]
- ☐ Boca Grande Planning Community. [Lee Plan Policy 22.1.5]
- ☐ Caloosahatchee Shores Community Plan area. [33-1482(a)&(b); Lee Plan Policy 21.6.3]
- ☐ Page Park Community Plan area. [33-1203(a) & (b); Lee Plan Policy 27.11.2]
- ☐ Palm Beach Boulevard Community Plan area. [Lee Plan Policy 23.5.2]
- ☐ Buckingham Planning Community. [Lee Plan Policy 17.7.2]
- ☐ Pine Island Planning Community. [33-1004(a) & (b); Lee Plan Policy 14.7.1]
- ☐ Lehigh Acres Planning Community. [33-1401(a)&(b); Lee Plan Policy 32.12.2]
- ☐ North Fort Myers Planning Community. [33-1532(a)&(b)]
- ☐ North Olga Community Plan area. [33-1663(a)&(b)]

- J. Waivers from Application Submission Requirements:** Attach waivers, if any, approved by the Director of Zoning. [34-201(c)]

PART 4 ACTION REQUESTED

- A. Reason(s) for Request:** Provide a statement explaining the nature of the request and how the property qualifies for the rezoning and, if applicable, bonus density. This statement should explain how the request meets the applicable findings/review criteria set forth in LDC section 34-145(d)(4) and, if applicable, LDC Section 2-146(b). This statement may be utilized by the Board of County Commissioners, Hearing Examiner and staff in establishing a factual basis for the granting or denial of the rezoning. [34-202(b)(3)]

PART 5 ADDITIONAL REQUIREMENTS

- A. Potable Water:** Will the project be connected to potable water and central sewer as part of any development of the property?
- ☒ **YES** (Provide letter from the appropriate utility to which the connection(s) are proposed confirming availability of service.) [34-202(a)(10)]
 - ☐ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) [34-202(a)(10)]
- B. Existing Agricultural Use:** If the property owner intends to continue an existing agricultural use on the property subsequent to the zoning approval, an Existing Agricultural Use Affidavit must be provided. Entitle as "Existing Agricultural Uses at Time of Zoning Application. [34-202(a)(12)]
- C. Flood Hazard:**
- ☐ Not applicable
 - ☐ The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.
 - ☐ The minimum elevation required for the first habitable floor is _____ NAVD (MSL)
- D. Excavations/Blasting:**
- ☐ No blasting will be used in the excavation of lakes or other site elements.
 - ☐ If blasting is proposed, provide Information Regarding Proposed Blasting (including soil borings, a map indicating the location of the proposed blasting, and other required information).
- E. Mobile Home Park: [34-202(b)(4)]**
- ☐ Not Applicable
 - ☐ Request includes rezoning of a Mobile Home Park. Provide facts related to the relocation of dislocated owners that meets the requirements of F.S. § 723.083 (1995).

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

- ☐ Not Applicable
☐ Property is located within _____ Airport Noise Zone: **[34-1104]**
☐ Property is located within Airport Runway Protection Zone. Indicate which Zone below. **[34-1105]**
☐ Property is located within Airport Residential and Educational Protection Zone: **[34-1106]**
☒ Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1107]**
☐ A Tall Structures Permit is required. **[34-1108]**

PART 6 SUBMITTAL REQUIREMENT CHECKLIST	
<i>Two copies required for submittal Clearly label your attachments as noted in bold below</i>	
☒	Completed application for Public Hearing [34-202(a)(1)]
☐	Filing Fee - [34-201(d)]
☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)]
☒	Affidavit of Authorization (notarized) Form [34-202(a)(3)]
☐	Additional Agents [34-202(a)(4)]
☐	Multiple Owners List (if applicable) [34-202(a)(2)]
☒	Disclosure of Interest Form (multiple owners) [34-202(a)(2)]
☒	Legal description (must submit one) [34-202(a)(5)]
☒	Legal description (metes and bounds) and sealed sketch of legal description
	OR
☐	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
☒	Boundary Survey (not required if platted lot) [34-202(a)(6)]
☐	Property Owners list (if applicable) [34-202(a)(8)]
☐	Property Owners map (if applicable) [34-202(a)(8)]
☒	Confirmation of Ownership/Title Certification [34-202(a)(7)]
☐	STRAP Numbers (if additional sheet is required) [34-203(a)(5)]
☒	List of Surrounding Property Owners [34-202(a)(9)]
☒	Map of Surrounding Property Owners [34-202(a)(9)]
☒	Mailing labels [34-202(a)(9)]
☐	List of Zoning Resolutions and Approvals
☐	Summary of Public Informational Session (if applicable)
☐	Waivers from Application Submission Requirements [34-201(c)]
☒	Reason(s) for Request [34-202(b)(3)]
☒	Potable Water & Sanitary Sewer. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(a)(10)]
☐	Agricultural Use Affidavit (if applicable) [34-202(a)(12)]
☐	Information Regarding Proposed Blasting (if applicable)
☐	Mobile Home Dislocated Owners Information (if applicable) [34-202(b)(4)]
☐	Tall Structures Permit (if applicable) [34-1108]

AFFIDAVIT OF AUTHORIZATION

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

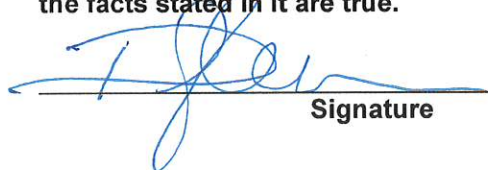
I, Pedro L. Dedesma (name), as Manager (owner/title) of Crystal Park LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

***Notes:**

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

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


Signature

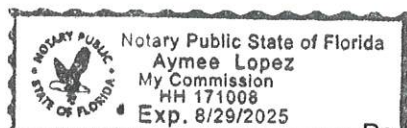
10/21/22
Date

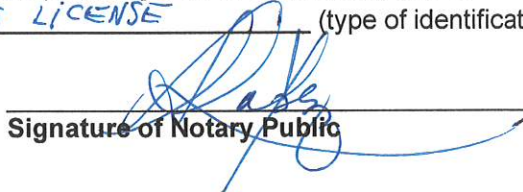
*****NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS*****
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21st day of October, 2022, by PEDRO L. DEDESMA (name of person providing oath or affirmation), who is personally known to me or who has produced DRIVER'S LICENSE (type of identification) as identification.

STAMP/SEAL




Signature of Notary Public

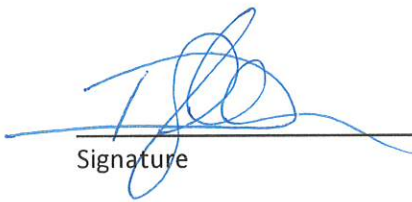
LETTER OF AUTHORIZATION

The undersigned hereby acknowledges to be the Owner of the real property described below and further authorizes Crystal Park, LLC and Banks Engineering to act as agent in order to apply for all necessary permits for development of the subject property.

Property Address: Access Undetermined
FORT MYERS FL 33907

STRAP Number: 13-45-24-00-00007.0000

BY: Crystal RR Partner I, LLC


Signature

Pedro L. Dedesma
Print Name

10/21/22
Date

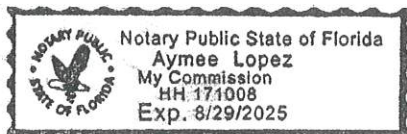
Manager
Title

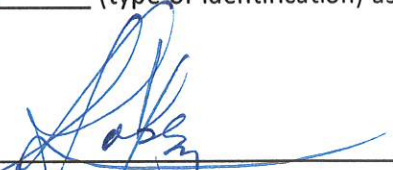
ATTEST/NOTARY

State of FLORIDA
County of MIAMI-DADE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21ST day of OCT., 20 22, by PEDRO L. DEDESMA (name of person providing oath or affirmation), who is personally known to me or who has produced DRIVER'S LICENSE (type of identification) as identification.

(SEAL)




Signature of notary public

Aymee Lopez
Printed name of notary public

LETTER OF AUTHORIZATION

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Property Address: Access Undetermined
FORT MYERS FL 33907

STRAP Number: 13-45-24-00-00007.0000

BY: Crystal RR Partner II, LLC


Signature

10/21/22
Date

Pedro L. Dedesma
Print Name

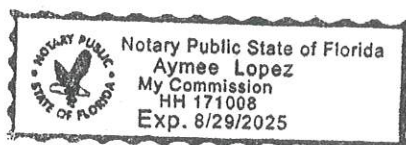
Manager
Title

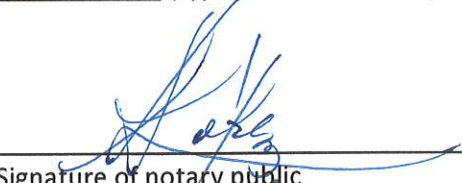
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(SEAL)




Signature of notary public
Aymee Lopez
Printed name of notary public

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared Pedro L. Dedesma, as Manager of Crystal Park LLC who, being first duly sworn and deposed says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 13-45-24-00-00007.0000 and is the subject of an Application for zoning action (hereinafter the "Property").

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

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

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

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

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

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

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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



 Property Owner

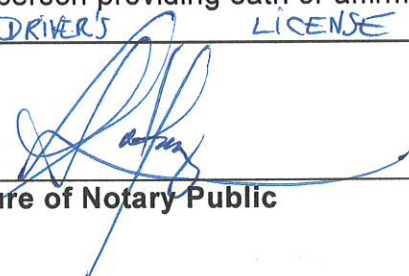
Pedro L. Dedesma, as Manager of Crystal Park LLC
 Print Name

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 ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

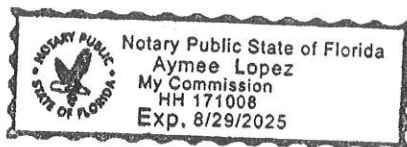
STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on OCT. 21, 2022 (date) by PEDRO L. DEDESMA (name of person providing oath or affirmation), who is personally known to me or who has produced DRIVERS LICENSE (type of identification) as identification.

STAMP/SEAL



 Signature of Notary Public



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BEFORE ME this day appeared Pedro L. Dedesma, as Manager of Crystal RR Partner I LLC who, being first duly sworn and deposed says:

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_____	_____

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Property Owner

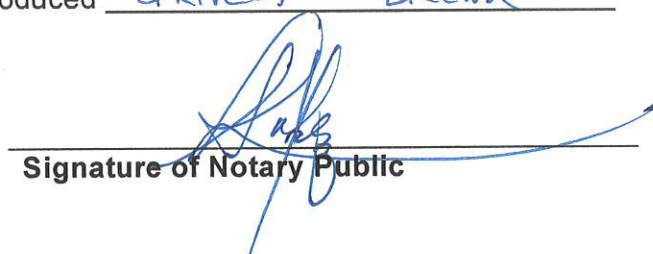
Pedro L. Dedesma, as Manager of Crystal RR Partner I
LLC
Print Name

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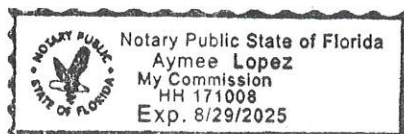
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on 10/21/22 (date) by PEDRO L. DEDESMAS (name of person providing oath or affirmation), who is personally known to me or who has produced DRIVER'S LICENSE (type of identification) as identification.

STAMP/SEAL



Signature of Notary Public



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BEFORE ME this day appeared Pedro L. Dedesma, as Manager of Crystal RR Partner II LLC who, being first duly sworn and deposed says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 13-45-24-00-00007.0000 and is the subject of an Application for zoning action (hereinafter the "Property").

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_____	_____
_____	_____
_____	_____
_____	_____

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 Property Owner

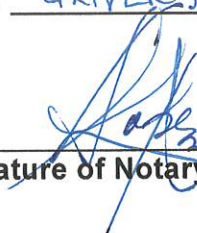
Pedro L. Dedesma, as Manager of Crystal RR Partner II
LLC
 Print Name

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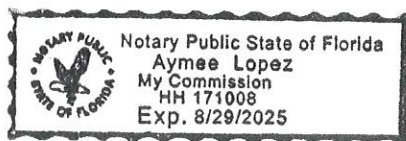
STATE OF FLORIDA
 COUNTY OF LEE

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STAMP/SEAL



 Signature of Notary Public





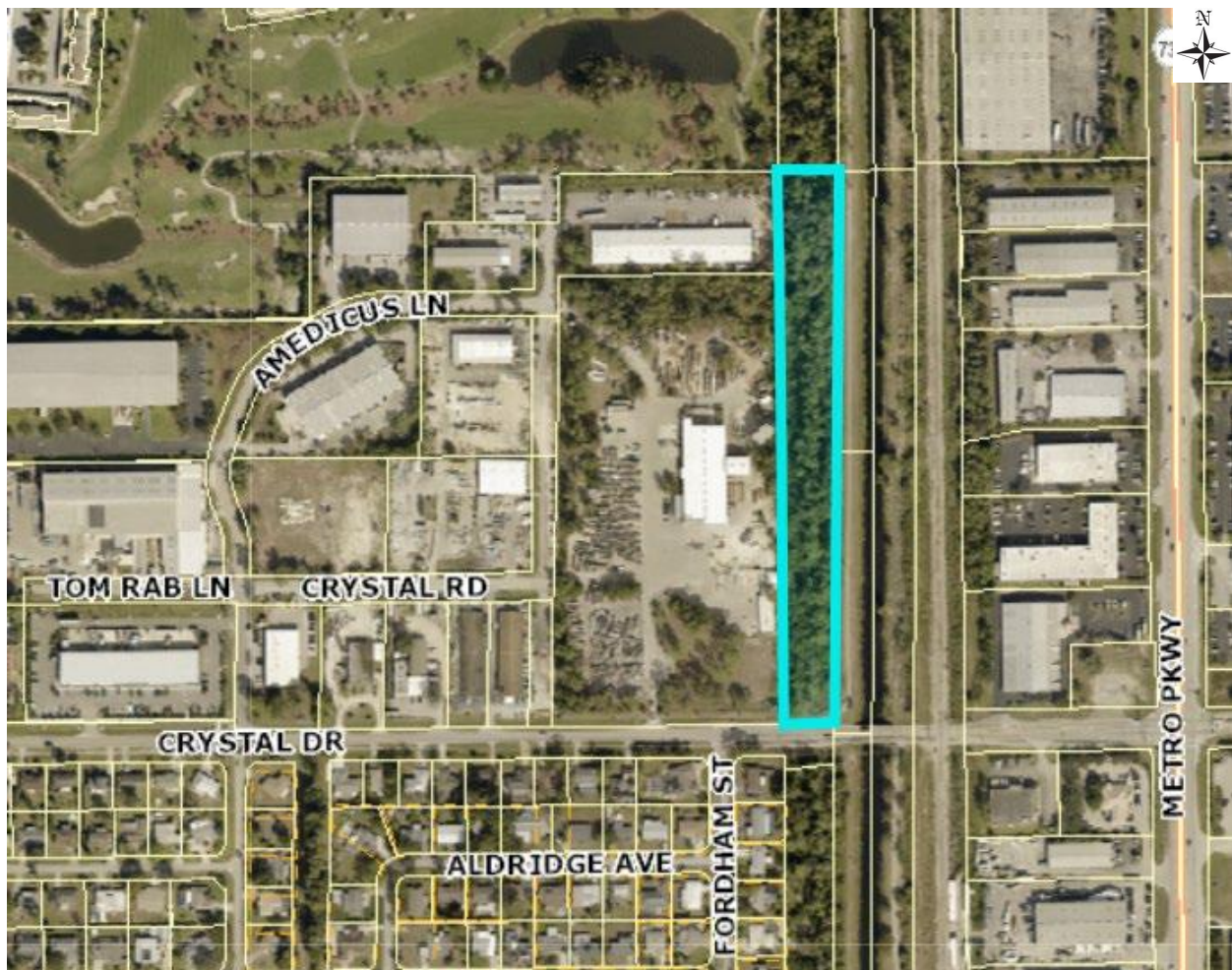
Professional Engineers, Planners & Land Surveyors

Crystal Drive Rezone

Narrative of Request

Introduction

The applicant, Crystal Park, LLC, is requesting approval of a conventional rezoning of approximately 3.84 acres located on the north side of Crystal Drive, approximately 750 feet west of Metro Parkway, from Light Industrial (IL) and Agricultural District (AG-2) to Light Industrial District (IL). The property is within the Central Urban Future Land Use Category within the South Fort Myers Planning District. The property is currently undeveloped as shown in the below aerial.

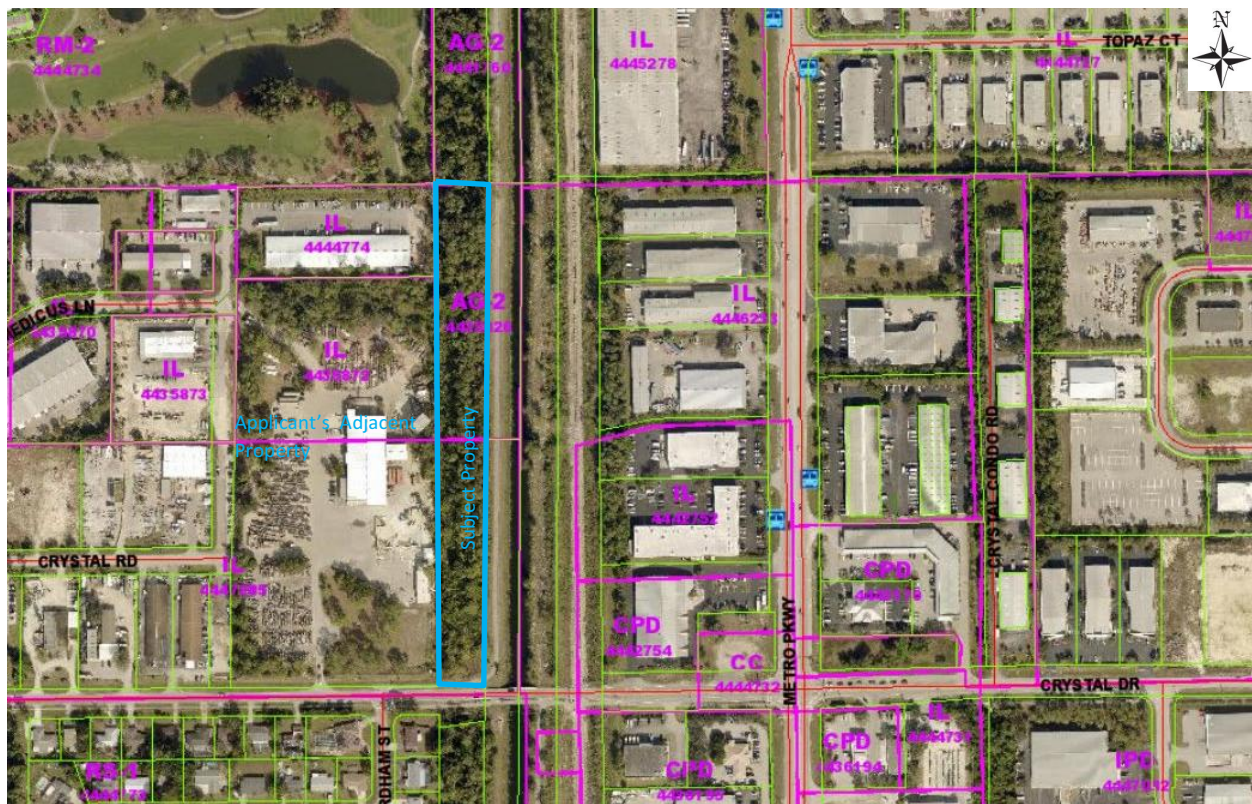


Background

The subject property has split zoning as shown in the below zoning overlay with the north 2.04± acres zoned AG-2 and the south 1.8± acres already zoned IL (converted from IU industrial to IL industrial in 1978). The Lee County Property Appraiser's Office describes the property as former SAL Railroad right-of-way.

The applicant owns the 12.5± acres abutting the west of the subject property that is also zoned IL. This property is developed with 29,768± square feet of industrial uses within 2 buildings, one built in 1964 and the other in 2001 under development order case number DOS2000-00116. The southern portion was converted from IU industrial to IL industrial in 1978 and the northern portion was rezoned from AG to IL in 1982 pursuant to Resolution No. ZAB-82-396.

The subject 3.84± acres separate the existing business from the adjacent Lee County lands and railroad right-of-way to the east. Approval of the request will provide one consistent zoning category for the applicant's property and expand the allowable uses on the northern 2.04± acres while remaining consistent and compatible with surrounding uses.



Land Development Code Analysis

The property qualifies for the rezoning and the request meets the applicable required findings/review criteria set forth in Land Development Code section 34-145(d)(4)a.1. as follows:

(a) **Complies with the Lee Plan**

The proposed rezoning to IL is consistent with the Lee Plan. The southern half of the property has always been zoned industrial and deemed consistent with the Lee Plan.

The subject property is located in the Central Urban future land use category. The Comprehensive Plan describes the Central Urban future land use designation as follows:

POLICY 1.1.3: The Central Urban future land use category can best be characterized as the “urban core” of the County. These areas are already the most heavily settled and have, or will have, the greatest range and highest levels of public services. Residential, commercial, public and quasi-public, and limited light industrial land uses will continue to predominate in the Central Urban future land use category. Future development in this category is encouraged to be mixed use, as described in Objective 11.1, where appropriate. The standard density range is from four dwelling units per acre (4 du/ acre) to ten dwelling units per acre (10 du/acre), with a maximum total density of fifteen dwelling units per acre (15 du/acre). The maximum total density may be increased to twenty dwelling units per acre (20 du/acre) utilizing Greater Pine Island Transfer of Development Units.

The Central Urban areas are appropriate for intense zoning categories as demonstrated by the existing IL zoning on and surrounding the site. The southern 1.8± acres of the subject property is already zoned IL as are several other parcels in the vicinity. The parcel adjacent to the west is zoned IL, as is the property adjacent to the south ½ of the east property line. Approval of the rezoning will provide one consistent zoning category for the site and will provide employment opportunities by expanding the development potential of the applicant’s property adjacent to existing industrial lands along Crystal Drive. The allowable uses in the IL zoning district are consistent with this Policy. The proposed rezoning to IL is consistent with Policy 1.1.3.

OBJECTIVE 2.1: DEVELOPMENT LOCATION. Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, prevent development patterns where large tracts of land are by-passed in favor of development more distant from services and existing communities.

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.

The southern ±1.8 acres of the property are already zoned IL. The proposed rezoning is located within a designated Future Urban Area and promotes contiguous and compact growth patterns by providing one consistent zoning category. Approval of the request will

expand the development potential for the applicant's property. The rezoning is consistent with Objective 2.1 and Policy 2.1.1.

OBJECTIVE 2.2: DEVELOPMENT TIMING. Direct new growth to those portions of the Future Urban Areas where adequate public facilities exist or are assured and where compact and contiguous development patterns can be created. Development orders and permits (as defined in F.S. 163.3164(7)) will be granted only when consistent with the provisions of Sections 163.3202(2)(g) and 163.3180, F.S. and the concurrency requirements in the Land Development Code.

POLICY 2.2.1: Rezoning 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 southern 1.8± acres of the site are already zoned IL and the proposed rezoning will continue to promote growth in a Future Urban Area where adequate public facilities exist and where compact and contiguous development patterns can be created. The site has frontage on Crystal Drive (county-maintained major collector roadway). Lee County Utilities (LCU) has existing potable water and sanitary sewer service available to the property with adequate capacity to service the site as demonstrated in the submitted letter of availability. South Trail Fire Department Station 61 and Lee County EMS Medic 1 are located at 2100 Crystal Drive, located approximately 1 mile from the site. Lee County Sheriff's Office is located at 14750 6 Mile Cypress Pkwy, approximately 3.5 miles from the site. The rezoning is consistent with Objective 2.2 and Policy 2.2.1

STANDARD 4.1.1: WATER.

1. Any new residential development that exceeds 2.5 dwelling units per gross acre, and any new single commercial or industrial development in excess of 30,000 square feet of gross leasable (floor) area per parcel, must connect to a public water system (or a "community" water system as that is defined by Chapter 62-550, F.A.C.).

2. If the proposed development lies within the boundaries of a water utility's certificated or franchised service area, or Lee County Utilities' future potable water service area (see Map 6), then the development must be connected to that utility.

3. The developer must provide proof that the prior commitments of the water utility, plus the projected need of the developer, do not exceed the supply and facility capacity of the utility.

The subject property is located within the Lee County Utilities service area and existing facilities are available for connection. The submitted Letter of Availability demonstrates that there is sufficient capacity to serve development of the property. The applicant will be required to provide water service in accordance with the Lee County LDC at the time of local development order. The request is consistent with Standard 4.1.1.

STANDARD 4.1.2: SEWER.

1. Any new residential development that exceeds 2.5 dwelling units per gross acre, and any new single commercial or industrial development that generates more than 5,000 gallons of sewage per day, must connect to a sanitary sewer system.

2. If the proposed development exceeds the thresholds listed above and lies within the boundaries of a sewer utility's certificated or franchised service area, or Lee County Utilities' future sanitary sewer service area (see Map 7), and that utility has sufficient capacity to provide minimum service to the development, then the development must connect to that sewer utility if there is existing infrastructure adequate to accept the effluents of the development within 1/4 mile from any part of the development.

3. If there is not sufficient capacity nor adequate infrastructure within 1/4 mile of the development, the developer must provide proof in the form of a clearly stated rejection of service.

The subject property is located within the Lee County Utilities service area and existing facilities are available for connection. The submitted Letter of Availability demonstrates that there is sufficient capacity to serve development of the property. The applicant will be required to provide sanitary sewer service in accordance with the Lee County LDC at the time of local development order. The request is consistent with Standard 4.1.2.

The existing IL zoning on the southern 1.8± acres is consistent with Goal 7 and its attendant Objectives and Policies and approval of the rezoning of the remainder of the property to IL will remain consistent.

GOAL 7: INDUSTRIAL LAND USES. *To promote opportunities for well-planned industrial development at suitable locations within the County.*

OBJECTIVE 7.1: *All development approvals for industrial land uses must be consistent with the following policies, the general standards under Goal 4, and other provisions of this plan.*

POLICY 7.1.1: *In addition to the standards required herein, the following factors apply to industrial rezoning and development order applications:*

1. *The development must comply with local, state, and federal air, water, and noise pollution standards.*
2. *When located next to residential areas, industry must not generate noise levels incompatible with the residential development.*
3. *Bulk storage or production of toxic, explosive, or hazardous materials will not be permitted near residential areas.*
4. *Contamination of ground or surface water will not be permitted.*
5. *Applications for industrial development will be reviewed and evaluated as to:*
 - a. *air emissions (rezoning and development orders);*
 - b. *impact and effect on environmental and natural resources (rezoning and development orders);*
 - c. *effect on neighbors and surrounding land use (rezoning);*
 - d. *impacts on water quality and water needs (rezoning and development orders);*
 - e. *drainage system (development orders);*
 - f. *employment characteristics (rezoning);*
 - g. *fire and safety (rezoning and development orders);*
 - h. *noise and odor (rezoning and development orders);*
 - i. *buffering and screening, except properties within the Industrial Development future land use category adjacent to lands redesignated to the Urban Community future land use category by Ordinance 16-17 will retain their development potential and land development regulations (including buffers and setbacks) consistent with the requirements previous to the redesignation, as though the redesignated lands are non-residential in use (planned development rezoning and development orders);*
 - j. *impacts on transportation facilities and access points (rezoning and development orders);*
 - k. *access to rail, major thoroughfares, air, and, if applicable, water (rezoning and development orders);*
 - l. *utility needs (rezoning and development orders); and*
 - m. *sewage collection and treatment (rezoning and development orders)*

Given IL zoning on properties surrounding the site and on the site's south 1.8± acres, there is no question that the subject property is in an area identified as a suitable location for IL zoning. No variances are included with this rezoning request. Development of the property will be required to demonstrate compliance with the LDC and other applicable County regulations at the time of local development order approval. The rezoning will allow development of the property, increasing potential employment opportunities. The rezoning is located in close proximity to rail and on a major collector roadway. Lee County Utilities (LCU) has existing potable water and sanitary sewer service available to the

property with adequate capacity to service the site as demonstrated in the submitted letter of availability. The requested rezoning is consistent with Policy 7.1.1.

POLICY 7.1.2: Industrial developments requiring rezoning and meeting DCI thresholds must be developed as planned developments...

The proposed rezoning is only 3.84± acres and even if combined with the applicant's adjacent 12.5± acres, does not meet the thresholds for a development of county impact. A conventional rezoning application is consistent with Policy 7.1.2.

POLICY 7.1.3: Industrial land uses must be located in areas appropriate to their special needs and constraints, including, but not limited to, considerations of: topography; choice and flexibility in site selection; access by truck, air, deep water, and rail; commuter access from home-to-work trips; and utilities; greenbelt and other amenities; air and water quality considerations; proximity to supportive and related land uses; and compatibility with neighboring uses.

Given the site's southern 1.8± acres have always been zoned industrial and given the industrial zoning and uses on the surrounding properties, the area is appropriate for IL zoning and will remain compatible with neighboring uses. The request is consistent with Policy 7.1.3.

POLICY 7.1.4: The timing and location of industrial development will be permitted only with the availability and adequacy of existing or planned services and facilities.

The site is located in a Future Urban area where adequate services and facilities exist. The site has frontage on Crystal Drive (county-maintained major collector roadway). Lee County Utilities (LCU) has existing potable water and sanitary sewer service available to the property with adequate capacity to service the site as demonstrated in the submitted letter of availability. South Trail Fire Department Station 61 and Lee County EMS Medic 1 are located at 2100 Crystal Drive, located approximately 1 mile from the site. Lee County Sheriff's Office is located at 14750 6 Mile Cypress Pkwy, approximately 3.5 miles from the site. The rezoning is consistent with Policy 7.1.4.

POLICY 7.1.6: Land development regulations will require that industrial uses be adequately buffered and screened from adjacent existing or proposed residential areas so as to prevent visual blight and noise pollution.

Development of the property will be required to meet setbacks, open space, buffering and site lighting requirements contained in the LDC at the time of local development order approval. There are also supplement development regulations for specific uses that would need to be followed if proposed on the property. Hideaway Country Club is adjacent to the northwest but the nearest residential building is 740± feet from the subject property and separated by the golf course. There are existing single-family homes to the south across Crystal Drive, a county-maintained major collector roadway, but the southern 640±' of the subject property is and has always been zoned industrial. The rezoning is consistent with Policy 7.1.6.

POLICY 7.1.7: Industrial development will not be permitted if it allows industrial traffic to travel through predominantly residential areas.

The north side of Crystal Drive has always been industrial in this area. The south side of Crystal Drive east of the railroad right-of-way is commercial and industrial. Although there are single-family homes south of Crystal Drive, the area is not predominantly residential and industrial traffic already exists. The request is consistent with Policy 7.1.7.

POLICY 7.1.8: All County actions relating to industrial land uses must be consistent with the goals, objectives, and policies of the Economic Element.

The requested rezoning is consistent with the goals, objectives, and policies of the Economic Element. Objective 158.4 and Policy 158.4.1 below demonstrate encouraging retention and expansion of existing companies. The requested rezoning will bring the applicant's property into one consistent zoning category which will enable development of the site. The requested rezoning is consistent with Policy 7.1.8, Objective 158.4 and Policy 158.4.1.

OBJECTIVE 158.4: Lee County, in coordination with the Horizon Council and other appropriate entities, will maintain programs which are designed to encourage the retention and expansion of the County's existing economic base.

POLICY 158.4.1: Lee County, in coordination with the Horizon Council and other appropriate entities, will continue programs which assist existing companies in expansion efforts and new companies that desire to relocate to the County.

b) Meets this Code and other applicable County regulations or qualifies for deviations;

The southern 1.8± acres of the property are already zoned Light Industrial (IL). No variances are included with this rezoning request. Development of the property will be required to demonstrate compliance with the LDC and other applicable County regulations at the time of local development order approval.

c) Is compatible with existing and planned uses in the surrounding area:

The southern 1.8± acres of the site and several of the surrounding properties are already zoned Light Industrial (IL), demonstrating appropriateness for industrial development of the property. This southern portion could be developed today. The proposed rezoning will have no impact on the compatibility with existing and planned uses in the surrounding area.

Adjacent to the north is an Agricultural (AG-2) zoned vacant strip of land within the Central Urban future land use category, owned by Hideaway Country Club adjacent to the northwest that is zoned Multi-Family (RM-2) and developed with the golf course. The nearest residential building is 740± feet from the subject property and separated by the golf course. Adjacent to the east is lands within the Public Facilities future land use category, zoned AG-2 and IL, developed with the John Yarbrough Linear Park, then lands within the Industrial Development future land use category, zoned IL and developed with the Seminole Gulf Railway, then lands zoned IL developed with industrial uses and lands zoned Commercial Planned Development (CPD) developed with commercial uses. Adjacent to the south is Crystal Drive, a county-maintained major collector roadway, then property zoned RS-1 with another vacant strip identified as former SAL railroad ROW then single family homes to the southwest. It should be noted that the southern 640± feet of the subject property across from these home has always been zoned industrial. The applicant owns the approximately 12.5 acre parcel adjacent to the west that is zoned Light Industrial (IL) and developed with approximately 29,768 square feet of industrial uses within 2 buildings, one built in 1964 and the other in 2001 under development order case number DOS2000-00116. The southern portion of this site was converted from IU industrial to IL industrial in 1978 and the northern portion was rezoned from AG to IL in 1982 pursuant to Resolution No. ZAB-82-396.

Development of the property will be required to meet setbacks, open space, buffering and site lighting requirements contained in the LDC at the time of local development order approval. There are also supplement development regulations for specific uses that would need to be followed if proposed on the property. Approval of the rezoning will remain consistent and compatible with existing and planned uses surrounding the property.

d) Will provide access sufficient to support the proposed development intensity:

The site has frontage on Crystal Drive (county-maintained, 2-lane major collector roadway). Approval of the rezoning will provide one consistent zoning category for the applicant's property. A traffic impact statement will be required at the time of development

order approval to demonstrate that development of the property will not adversely affect the Level of Service of the surrounding road network.

e) The expected impacts on transportation facilities will be addressed by existing County regulations and conditions of approval;

Although no impacts are expected on transportation facilities as a result of the requested rezoning since a portion of the site is already zoned for industrial development, any impacts on transportation facilities will be adequately addressed by existing County regulations and will be addressed with the required traffic impact statement during local development order review.

f) Will not adversely affect environmentally critical or sensitive areas and natural resources; and

The rezoning of the subject property will not adversely affect environmentally critical or sensitive areas and natural resources. The southern 1.8± acres have always been zoned industrial and could be developed today. Development of the property will be required to meet the LDC requirements regarding environmental impacts, open space, buffering and landscaping requirements at the time of local development order approval.

g) Will be served by urban services, defined in the Lee Plan, if located in a Future Urban area category.

The property is located within the Central Urban future land use category which is a Future Urban area. The applicant's existing development to the west is adequately served by existing urban services and the rezoning will have no impact on these existing services. Lee County Utilities (LCU) has existing potable water and sanitary sewer service available to the property with adequate capacity to service the site as demonstrated in the submitted letter of availability. South Trail Fire Department Station 61 and Lee County EMS Medic 1 are located at 2100 Crystal Drive, located approximately 1 mile from the site. Lee County Sheriff's Office is located at 14750 6 Mile Cypress Pkwy, approximately 3.5 miles from the site.

In conclusion, the proposed rezoning from AG-2 and IL to IL is in compliance with the Lee County Comprehensive Plan, the Land Development Code and other applicable codes and regulations; is compatible with existing or planned uses in the surrounding area; provides sufficient access to support the proposed development; the expected impact on transportation facilities will be addressed by existing County regulations; will not adversely affect environmentally critical or sensitive areas and natural resources; and will be served by urban services. Approval of the rezoning will provide one zoning category for the applicant's property and provide employment opportunities by expanding the potential for additional development in an existing industrial area along the Crystal Drive corridor while

remaining consistent and compatible with the surrounding uses. For these reasons, the applicant respectfully submits that the rezoning request should be approved.

**BOARD OF COUNTY COMMISSIONERS**

Kevin Ruane
District One

September 1, 2022

Via E-Mail

Cecil L Pendergrass
District Two

Raymond Sandelli
District Three

Brian Hamman
District Four

Michael Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wm Wesch
County Attorney

Donna Marie Collins
*County Chief
Hearing Examiner*

Natalie Figley
Banks Engineering
10511 Six Mile Cypress Parkway
Fort Myers, FL 33966

**RE: Potable Water and Wastewater Availability
Crystal Drive Rezone, Railroad right-of way
STRAP # 13-45-24-00-00007.0000**

Dear Ms. Figley:

The subject property is located within Lee County Utilities Future Service Area as depicted on Maps 4A and 4B of the Lee County Comprehensive Land Use Plan. Potable water and sanitary sewer lines are in operation adjacent to the property mentioned above. However, in order to provide service to the subject parcels, developer funded system enhancements such as line extensions will be required.

Your firm has indicated that this project will consist of 1 industrial unit with an estimated flow demand of approximately 450 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

Availability of potable water and sanitary sewer service is contingent upon final acceptance of the infrastructure to be constructed by the developer. Upon completion and final acceptance of this project, potable water service will be provided through our Corkscrew Water Treatment Plant.

Sanitary sewer service will be provided by the City of Ft Myers South Water Reclamation Facility. The Lee County Utilities' Design Manual requires the project engineer to perform hydraulic computations to determine what impact this project will have on our existing system.

There are no reuse mains in the vicinity of this parcel.

Prior to beginning design work on this project, please meet with LCU Staff to determine the best point of connection and discuss requirements for construction.

This letter should not be construed as a commitment to serve, but only as to the availability of service. Lee County Utilities will commit to serve only upon receipt of all appropriate connection fees, a signed request for service and/or an executed service agreement, and the approval of all State and local regulatory agencies.

Crystal Drive Rezone - Letter.Docx

September 1, 2022

Page 2

Further, this letter of availability of potable water and sanitary sewer service is to be utilized for Zoning only. Individual letters of availability will be required for the purpose of obtaining building permits.

Sincerely,

LEE COUNTY UTILITIES



Mary McCormic
Technician Senior
239-533-8532
UTILITIES ENGINEERING



Fidelity National Title
of Florida Inc.

14680 S. Tamiami Trail, Suite 4
Fort Myers, FL 33912
Phone: (239)466-3212 / Fax: (239)790-5720

Crystal RR Partner I LLC, a Florida Limited Liability
Company and Crystal RR Partner II LLC, a Florida
Limited Liability Company
7310 SW 41 Street
Miami, FL 33155

Date: February 5, 2020
Order No.: FTPA19-80825
Property: (Former Railroad Right-of-Way)
Fort Myers, FL 33907

Dear Crystal RR Partner I LLC, a Florida Limited Liability Company and Crystal RR Partner II LLC, a Florida
Limited Liability Company,

Enclosed please find your original recorded deed along with our Owner's Policy of Title insurance in reference to
the purchase of the above mentioned property. Be sure to retain these documents in a safe place.

In the future, if you choose to refinance or sell the property, please call us. We maintain a completely documented
file of each transaction, therefore, we can handle your new transaction in a timely manner.

If this property is intended to be your homestead, please remember to file for Homestead Exemption at your local
Property Appraiser office prior to March 1 for the exemption to take effect for that year.

It was a pleasure having the opportunity to assist you with your real estate transaction. On behalf of Fidelity
National Title of Florida, Inc., we appreciate your patronage and hope to continue serving your title insurance
needs.

Sincerely,

Veronica Daniels
Escrow Closer
Veronica.Daniels@fnf.com

Enclosure(s)

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Policy Number:

FTPA19-80825

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, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

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

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

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ALTA Owner's Policy (with Florida Modifications) (06/17/2006)



FIDELITY NATIONAL TITLE INSURANCE COMPANY**OWNER'S POLICY NO. FTPA19-80825**

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.

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

Fidelity National Title of Florida, Inc.
14680 S. Tamiami Trail, Suite 4
Fort Myers, FL 33912

Countersigned By:



Authorized Officer or Agent



Fidelity National Title Insurance Company

By:



President

Attest:



Secretary

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ALTA Owner's Policy (with Florida Modifications) (06/17/2006)



EXCLUSIONS FROM COVERAGE

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

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

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**OWNER'S POLICY NO. FTPA19-80825****SCHEDULE A**

Name and Address of Title Insurance Company: Fidelity National Title of Florida, Inc.
14680 S. Tamiami Trail, Suite 4
Fort Myers, FL 33912

Address Reference: (Former Railroad Right-of-Way), Fort Myers, FL 33907

Date of Policy	Amount of Insurance	Premium
January 17, 2020 at 09:15 AM Or the date of recording of the insured deed, whichever is later	\$139,000.00	\$770.00

1. Name of Insured:

Crystal RR Partner I LLC, a Florida Limited Liability Company and Crystal RR Partner II LLC, a Florida Limited Liability Company

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

Fee Simple

3. Title is vested in:

Crystal RR Partner I LLC, a Florida Limited Liability Company and Crystal RR Partner II LLC, a Florida Limited Liability Company

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

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

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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ALTA Owner's Policy (with Florida Modifications) (06/17/2006)



EXHIBIT "A"

Legal Description

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE1/4) OF SECTION 13; THENCE S89°12'59" W, ALONG THE NORTH LINE OF SAID QUARTER SECTION FOR 84.00 FEET TO A POINT ON THE WEST LINE OF FORMER I.D.D. TEN MILE CANAL (NOW KNOWN AS TEN MILE LINEAR PARK), AND THE POINT OF BEGINNING; THENCE S00°29'37"W, ALONG SAID WEST LINE, ALSO BEING THE EAST LINE OF THE FORMER S.A.L. RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 108, PAGE 320, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA FOR 1271.13 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CRYSTAL DRIVE (100 FEET WIDE); THENCE S89°21'30" W, ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 120.48 FEET TO THE WEST LINE OF AFORESAID FORMER S.A.L. RAILROAD RIGHT OF WAY; THENCE N00°31'01" W, ALONG SAID WEST RIGHT-OF-WAY LINE FOR 1270.53 FEET TO THE AFORESAID NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 13; THENCE N89°12'59"E, ALONG SAID NORTH LINE FOR 142.90 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE ASSUMED ON THE CENTERLINE OF CRYSTAL DRIVE AS BEARING N89°21'30"E, PER FORT MYERS VILLAS UNIT NO. 2-B, AS RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**OWNER'S POLICY NO. FTPA19-80825****SCHEDULE B
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. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
2. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
3. For 2019 Tax Year Parcel/ID # 13-45-24-00-00007.0000 (Folio: 10197220), gross tax amount is \$26.30, exemption type is N/A, and payment status is Paid.
4. Mandatory Garbage Collection as created by Lee County Ordinance No. 86-14 recorded November 30, 1990 in Official Records Book 2189, Page 3281 and amended by Ordinance No. 86-38 recorded in Official Records Book 2189, Page 3334.
5. Survey prepared by Omni Surveys, Inc., dated 01/07/20, indicates NO ENCROACHMENT ON THIS SURVEY VACENT LAND
6. NOTE: All recording references in this form shall refer to the public records of Lee County, Florida, unless otherwise noted.
7. NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

END OF SCHEDULE B

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ALTA Owner's Policy (with Florida Modifications) (06/17/2006)



FIDELITY NATIONAL TITLE INSURANCE COMPANY**OWNER'S POLICY NO. FTPA19-80825****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.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**OWNER'S POLICY NO. FTPA19-80825**

(continued)

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 from 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.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**OWNER'S POLICY NO. FTPA19-80825**

(continued)

- (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 Ten percent (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 thirty (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 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.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY**OWNER'S POLICY NO. FTPA19-80825**

(continued)

- (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.
- (b) 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.
- (c) 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:

Fidelity National Title Insurance Company
PO Box 45023
Jacksonville, FL 32204
Attn: Claims Department

END OF CONDITIONS

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Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF
A PARCEL OF LAND LYING IN
SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

(PER INSTRUMENT NUMBER 2020000015296)

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE1/4) OF SECTION 13; THENCE S 89°12'59" W, ALONG THE NORTH LINE OF SAID QUARTER SECTION FOR 84.00 FEET TO A POINT ON THE WEST LINE OF FORMER I.D.D. TEN MILE CANAL (NOW KNOWN AS TEN MILE LINEAR PARK), AND THE **POINT OF BEGINNING**; THENCE S 00°29'37" W, ALONG SAID WEST LINE, ALSO BEING THE EAST LINE OF THE FORMER S.A.L. RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED BOOK 108, PAGE 320 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA FOR 1271.13 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CRYSTAL DRIVE (100 FEET WIDE); THENCE S 89°21'30" W, ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 120.48 FEET TO THE WEST LINE OF AFORESAID FORMER S.A.L. RAILROAD RIGHT OF WAY; THENCE N 00°31'01" W, ALONG SAID WEST RIGHT-OF-WAY LINE FOR 1270.53 FEET TO THE AFORESAID NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 13; THENCE N 89°12'59" E, ALONG SAID NORTH LINE FOR 142.90 FEET TO THE **POINT OF BEGINNING**.

BEARINGS ARE ASSUMED ON THE CENTERLINE OF CRYSTAL DRIVE AS BEARING N 89°21'30" E, PER FORT MYERS VILLAS UNIT NO. 2-B, AS RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SAID PARCEL CONTAINS: 3.84 ACRES, MORE OR LESS.

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION PREPARED: 09-06-2022.

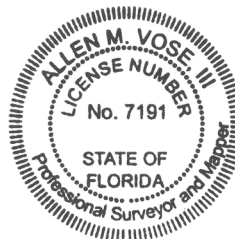
Digitally signed by Allen M Vose III

Date: 2022.09.06 12:00:58 -04'00'

ALLEN M. VOSE III, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NO. 7191

DATE SIGNED 09-06-2022

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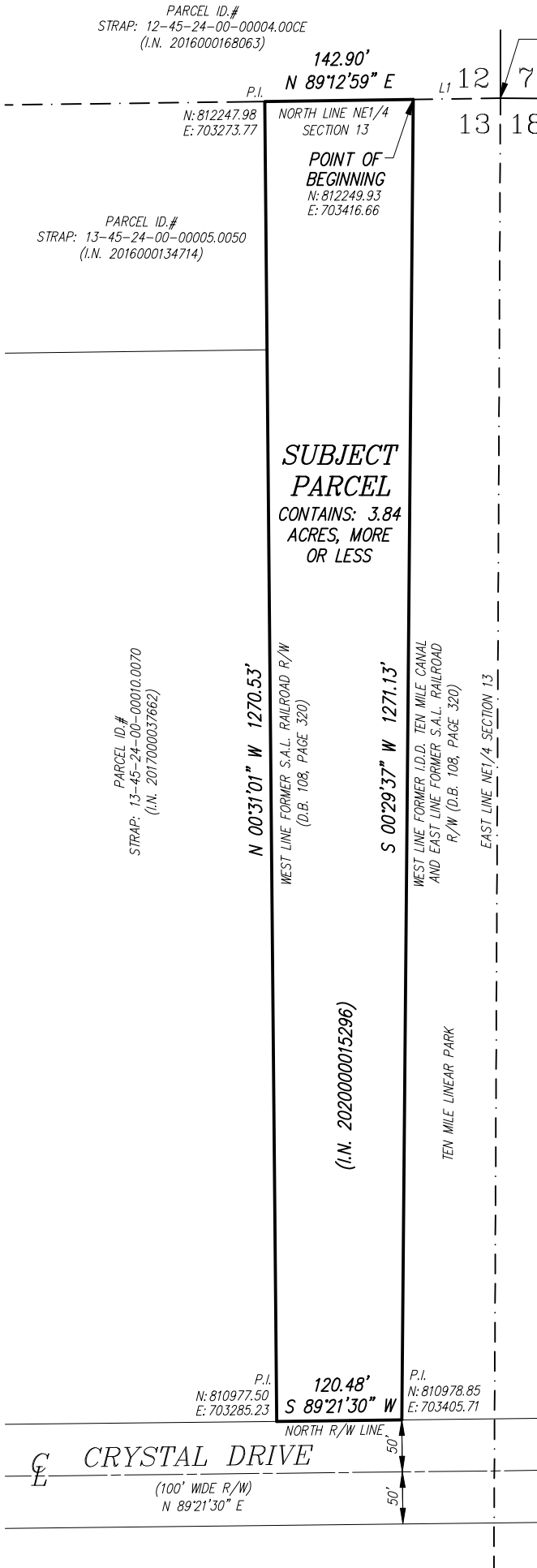
SHEET 1 OF 2

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Engineering License No. EB 6469 • Surveying License No. LB 6690

SKETCH OF DESCRIPTION

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTION 13, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA
(PER INSTRUMENT NUMBER 2020000015296)



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°12'59" W	84.00'

NOTES:

BEARINGS ARE ASSUMED ON THE CENTERLINE OF CRYSTAL DRIVE AS BEARING N 89°21'30" E, PER FORT MYERS VILLAS UNIT NO. 2-B, AS RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

COORDINATES SHOWN HEREON ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" FLORIDA WEST ZONE NAD 83/2011 (CORS). THE SCALE FACTOR IS 0.99994666.

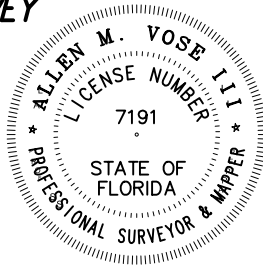
LEGEND:

C INDICATES CENTERLINE
D.B. INDICATES DEED BOOK
R/W INDICATES RIGHT-OF-WAY
I.N. INDICATES INSTRUMENT NUMBER
ID.# INDICATES IDENTIFICATION NUMBER
I.D.D. INDICATES IONA DRAINAGE DISTRICT
P.I. INDICATES POINT OF INTERSECTION
L1 INDICATES LINE DATA: SEE LINE TABLE
P.S.M. INDICATES PROFESSIONAL SURVEYOR AND MAPPER
N: 812249.93 INDICATES THE "STATE PLANE COORDINATE SYSTEM"
E: 703416.66 FLORIDA WEST ZONE NAD 83/2011 (CORS)
CORS INDICATES CONTINUOUSLY OPERATING REFERENCE STATION

SEE SHEET 1 OF 2 FOR COMPLETE
METES AND BOUNDS LEGAL DESCRIPTION
THIS SKETCH OF DESCRIPTION
IS NOT A BOUNDARY SURVEY

Digitally signed by Allen M Vose III
Date: 2022.09.06 12:01:14 -04'00'

ALLEN M. VOSE III, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NO. 7191
- DATE SIGNED: 09-06-2022
- THIS SKETCH OF DESCRIPTION IS NOT VALID
WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER.



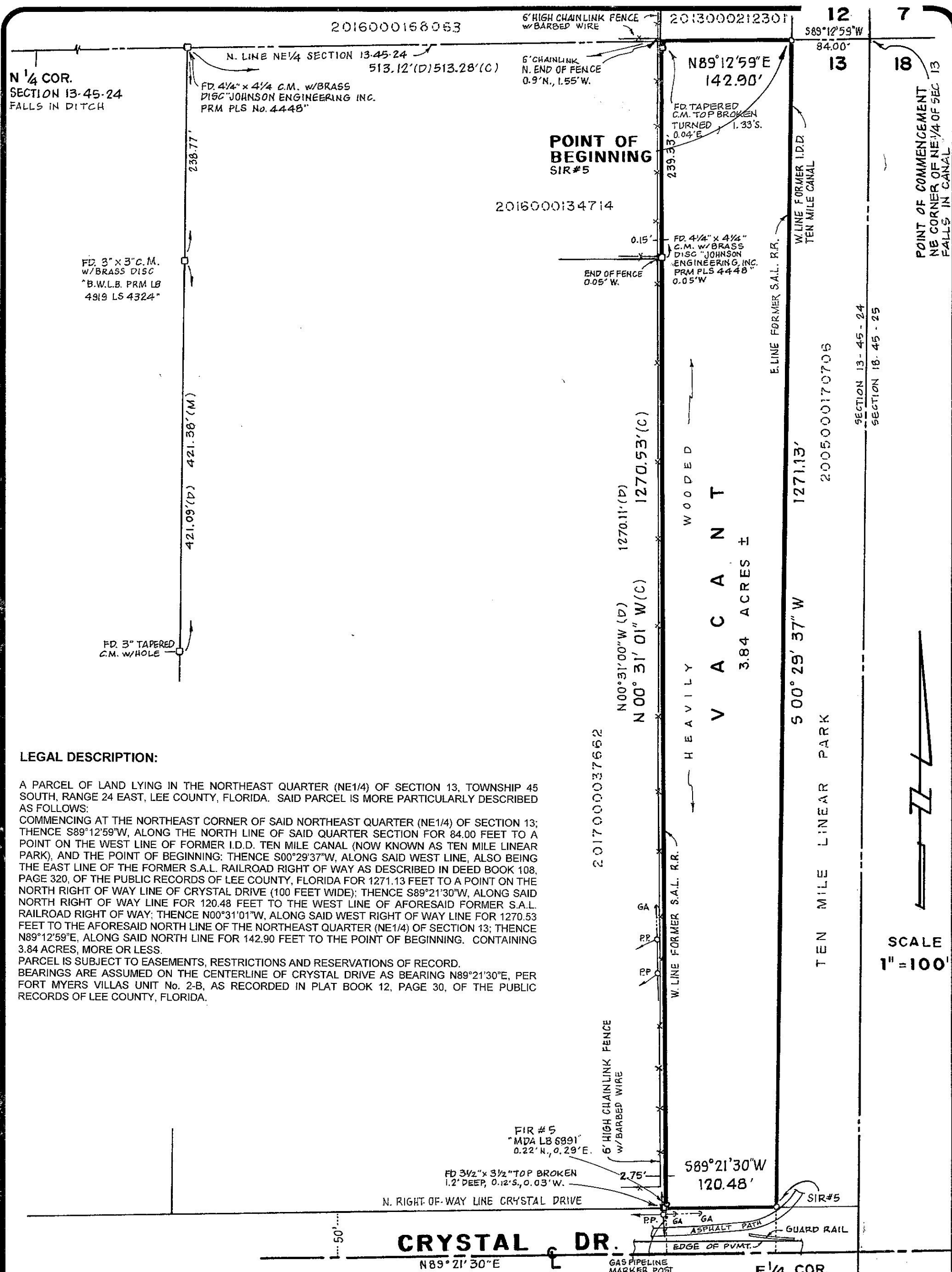
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FORT MYERS, FLORIDA 33966
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FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

SKETCH OF DESCRIPTION
PORTION OF NE1/4 SECTION 13-45-24
LEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
09-06-2022	8850	STRAP SKT	AMV	AMV	1" = 150'	2	2	13-45-24



1-8-20	1219018	FILE	BOUNDARY SURVEY
DATE	ORDER	FIELD BOOK	REVISIONS

P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
SIR = SET #5 IRON ROD
W/CAP OMNI SURVEYS
SIR#4 = SET #4 IRON ROD
W/CAP OMNI SURVEYS
C.M. = CONCRETE MONUMENT
FIR = FOUND IRON ROD
N&() = NAIL & (T=TIN, D=DISK)
FD. = FOUND
(R) = RECORD
(M) = MEASURED
(C) = CALCULATED
(D) = DEED
DE = DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT
WM = WATER METER
WV = WATER VALVE
FH = FIRE HYDRANT
MH = MANHOLE (SS=SAN, STS=STORM)
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
ME = MITERED END
CB = CATCH BASIN
()P = POLE (L=LIGHT, P=POWER)
GA = GUY ANCHOR

LOCATED IN FLOOD ZONE: "X"
PER F.I.R.M. DATED: 8-28-08 12071C0428 F

CERTIFICATE

I hereby certify that the above sketch correctly represents a land survey made by me or under my direct supervision and meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Ch 5J-17.050-5J-17.052, FL Administrative Code, Pursuant to Section 472.027, Florida Statutes. I further certify that it is only for the lands herein described and is valid only with the raised embossed surveyor's seal of the undersigned, it is not a certification of Title, Zoning or freedom of encumbrances.

VALID
ONLY
WITH
EMBOSSSED
SEAL



OMNI SURVEYS, INC.

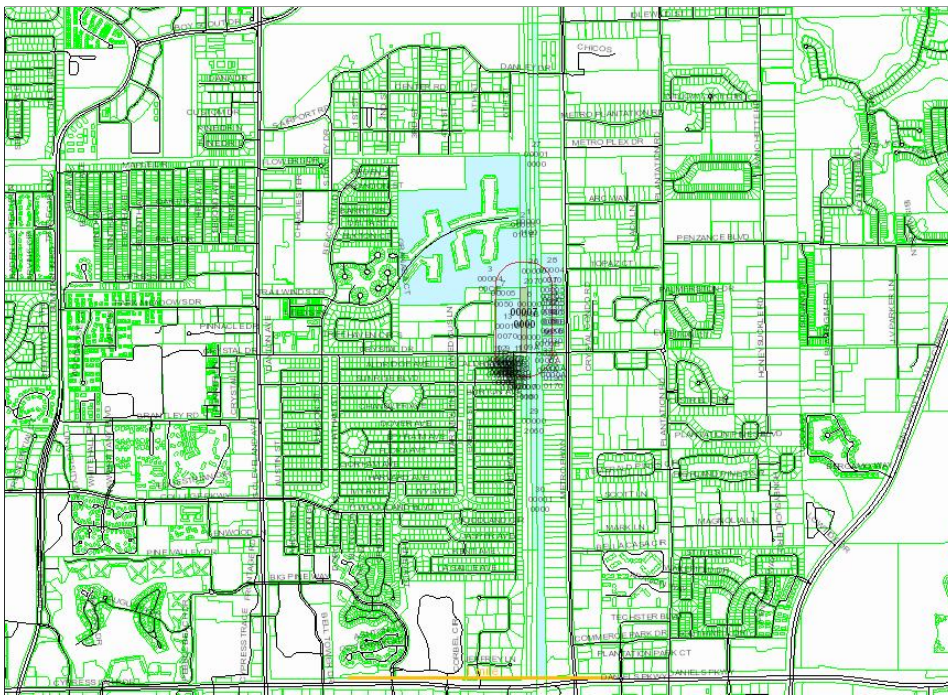
LB 6584

TEL (239) 939-3666

FAX (239) 939-7181

4568 TILTON COURT FORT MYERS, FL 33907

Scott E. Marhenke, PSM
Florida Registration No. 4920



Date of Report:

October 24, 2022

Buffer Distance:

500

feet

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

Parcels Affected:

40

Subject Parcel:

13-45-24-00-00007.0000

To change, add or remove subject parcels please change the parcel selection in [GeoView](#)

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	12-45-24-00-00000.1100 RIGHT OF WAY FORT MYERS FL	PORT OF TEN MILE LINEAR PARK LOC IN SE 1/4 OF SECT DESC AS PARCEL 110	1
HIDEAWAY COUNTRY CLUB PROPERTY 5670 TRAILWINDS DR FORT MYERS FL 33907	12-45-24-00-00003.01CE EASEMENT FORT MYERS FL 33907	A STRIP OF LAND ON E SIDE OF SE1/4 W OF CANAL OR 990 /290 LYING S OF DANLEY RD LES R/W OR 2662/2180	2
HIDEAWAY COUNTRY CLUB PROPERTY 5670 TRAILWINDS DR FORT MYERS FL 33907	12-45-24-00-00004.00CE 5670 TRAILWINDS DR FORT MYERS FL 33907	HIDEWAY GOLF COURSE CLUBHOUSE MAINTENANCE SEC 12/13 COMMON ELEMENT	3
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	13-45-24-00-00000.1080 RIGHT OF WAY FORT MYERS FL	PORT OF TEN MILE LINEAR PARK LOC IN SE 1/4 OF SECT DESC AS PARCEL 108	4
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	13-45-24-00-00000.109A RIGHT OF WAY FORT MYERS FL	PORT OF TEN MILE LINEAR PARK LOC IN SE 1/4 OF SECT DESC OR 4813/3816 PAR 109A	5
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	13-45-24-00-00000.109B RIGHT OF WAY FORT MYERS FL	PORT OF TEN MILE LINEAR PARK LOC IN SE 1/4 OF SECT	6
CRYSTAL PRIME INC STANLEY P WHITCOMB JR STE 204E 1647 SUN CITY CENTER PLZ SUN CITY CENTER FL 33573	13-45-24-00-00005.0050 12011 AMEDICUS LN FORT MYERS FL 33907	PARL IN N 1/2 OF N 1/2 OF NE 1/4 DESC 2102-3233 LESS PART OF PARCEL 5.0000 + LESS OR 3139 PG 3958	7
ZEMEL FAMILY VENTURES LLC BEDERSON LLP - K WINSLOW 100 PASSAIC AVE STE 310 FAIRFIELD NJ 07004	13-45-24-00-00007.0010 EASEMENT FORT MYERS FL 33907	STRIP LAND FORMER SAL RR R/W ACROSS NE 1/4 LES R/W OR 1858/2043 LYING S OF CRYSTAL DR	8
ARMBRUSTER HOWARD E 8501 FORDHAM ST FORT MYERS FL 33907	13-45-24-00-00010.002A 8501 FORDHAM ST FORT MYERS FL 33907	PARL IN NE 1/4 OF SE 1/4 AS DESC OR 1322 PG 0808	9
MERCADO MELISSA 2438 CRYSTAL DR FORT MYERS FL 33907	13-45-24-00-00010.002B 2438 CRYSTAL DR FORT MYERS FL 33907	PARL IN NE 1/4 OF SE 1/4 AS DESC OR 0533 PG 0135	10
FAYHEE LORI C TR 8500 FORDHAM ST FORT MYERS FL 33907	13-45-24-00-00010.002C 8500 FORDHAM ST FORT MYERS FL 33907	PAR IN NE1/4 OF SE1/4 DESC OR 1184/725 AKA LT 1 BLK 30 FM VILLAS UT 2 UR	11
CLARK SHARALYN R 2442 CRYSTAL DR FORT MYERS FL 33907	13-45-24-00-00010.002F 2442 CRYSTAL DR FORT MYERS FL 33907	LT 9 BLK25UT 2-B UNPLATTED DESC IN OR 1649 PG 1070	12
CRYSTAL PARK LLC 590 W 84TH ST HIALEAH FL 33014	13-45-24-00-00010.0070 2451 CRYSTAL DR FORT MYERS FL 33907	PARL IN NE 1/4 OF NE 1/4 SEC 13 TWP 45 R 24 DESC IN OR #S 1295 PG 0984 + 1165 PG 650 + 341 PG 48	13
GAMMIE LAUREL L 2461 ALDRIDGE AVE FORT MYERS FL 33907	13-45-24-05-00025.0120 2461 ALDRIDGE AVE FORT MYERS FL 33907	FT.MYERS VILLAS UNIT 2B BLK.25 PB 12 PG 30 LOT 12	14
ACQUISTO PAUL A & SUSAN 2455 ALDRIDGE AVE FORT MYERS FL 33907	13-45-24-05-00025.0130 2455 ALDRIDGE AVE FORT MYERS FL 33907	FT.MYERS VILLAS UNIT 2B BLK.25 PB 12 PG 30 LOT 13	15
RUIZ GUILLERMO RUBEN	13-45-24-05-00025.0140	FT.MYERS VILLAS UNIT 2B	16

2449 ALDRIDGE AVE FORT MYERS FL 33907	2449 ALDRIDGE AVE FORT MYERS FL 33907	BLK.25 PB 12 PG 30 LOT 14	
REYES JOSE RAMOS & 2443 ALDRIDGE AVE FORT MYERS FL 33907	13-45-24-05-00025.0150 2443 ALDRIDGE AVE FORT MYERS FL 33907	FT.MYERS VILLAS UNIT 2B BLK.25 PB 12 PG 30 LOT 15 + E 1/2 OF LOT 16	17
KOLMONEN GARY & KAREN 2448 ALDRIDGE AVE FORT MYERS FL 33907	13-45-24-05-00026.0070 2448 ALDRIDGE AVE FORT MYERS FL 33907	FT MYERS VILLAS UNIT 2B BLK 26 PB 12 PG 30 LOT 7	18
HAGER FREDERICK M 2454 ALDRIDGE AVE FORT MYERS FL 33907	13-45-24-05-00026.0080 2454 ALDRIDGE AVE FORT MYERS FL 33907	FT.MYERS VILLAS UNIT 2B BLK.26 PB 12 PG 30 LOT 8	19
DENEGRI MARK P & 8525 FORDHAM ST FORT MYERS FL 33907	13-45-24-05-00026.0090 8525 FORDHAM ST FORT MYERS FL 33907	FT MYERS VILLAS UNIT 2B BLK 26 PB 12 PG 30 LOT 9	20
RESICAP FLORIDA OWNER III LLC 3630 PEACHTREE RD NE #1500 ATLANTA GA 30326	13-45-24-05-00026.0100 8531 FORDHAM ST FORT MYERS FL 33907	FT.MYERS VILLAS UNIT 2B BLK.26 PB 12 PG 30 LOT 10	21
LAWRENCE KARRIE ROCHELL 8512 FORDHAM ST FORT MYERS FL 33907	13-45-24-05-00030.0020 8512 FORDHAM ST FORT MYERS FL 33907	FT.MYERS VILLAS UNIT 2B BLK.30 PB 12 PG 30 LOT 2	22
BONSANGUE LAURA 8518 FORDHAM ST FORT MYERS FL 33907	13-45-24-05-00030.0030 8518 FORDHAM ST FORT MYERS FL 33907	FT MYERS VILLAS UNIT 2B BLK 30 PB 12 PG 30 LOT 3	23
DOUGLAS CAROL S 8524 FORDHAM ST FORT MYERS FL 33907	13-45-24-05-00030.0040 8524 FORDHAM ST FORT MYERS FL 33907	FT.MYERS VILLAS UNIT 2B BLK.30 PB 12 PG 30 LOT 4	24
EAGAN ROBERT J 8530 FORDHAM ST FORT MYERS FL 33907	13-45-24-05-00030.0050 8530 FORDHAM ST FORT MYERS FL 33907	FT.MYERS VILLAS UNIT 2B BLK 30 PB 12 PG 30 LOT 5	25
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	07-45-25-00-00000.2070 RIGHT OF WAY FORT MYERS FL	POR OF TEN MILE LINEAR PARK LOC IN W 1/2 OF SECT	26
SEMINOLE GULF RAILWAY L P 4110 CENTER POINTE DR STE 207 FORT MYERS FL 33916	07-45-25-00-00001.0000 RAILROAD R/W FORT MYERS FL 33966	STRIP OF LAND THRU SEC. 7 45 25 FOR RR.R/W.	27
MB5 REAL ESTATE LLC TOM MATTER 40528 US HIGHWAY 19 N TARPON SPRINGS FL 34689	07-45-25-00-00004.0070 11920 METRO PKWY FORT MYERS FL 33966	SW 1/4 OF SW 1/4 OF SW 1/4 LYING W OF CANAL RD DESC IN OR 1557 PG 1478	28
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	18-45-25-00-00000.2060 2495 CRYSTAL DR FORT MYERS FL 33907	PART OF TEN MILE LINEAR PARK LOC IN W 1/2 OF SECT	29
SEMINOLE GULF RAILWAY L P 4110 CENTER POINTE DR STE 207 FORT MYERS FL 33916	18-45-25-00-00001.0000 RAILROAD R/W FORT MYERS FL 33966	STRIP OF LAND THRU SEC.18 45 25 FOR RR.R/W.	30
23 METRO WEST INC 1533 DELGADO AVE CORAL GABLES FL 33146	18-45-25-00-00005.0040 12014 METRO PKWY FORT MYERS FL 33966	FROM NW COR E 644.45 FT TO POB THEN S 155.39 FT TH W 442.05FT TH N 161.47 FT TH E 445.45 FT TO POB	31
SNOW MASS PROPERTY LLC 12090 METRO PKWY FORT MYERS FL 33966	18-45-25-00-00005.0050 12090 METRO PKWY FORT MYERS FL 33966	PARL IN W 1/2 OF W 1/2 W OF CANAL RD DESC IN OR 1714 PG 3843	32
BRUMBACH MAUREEN TR 9051 GULF SHORE DRIVE NAPLES FL 34108	18-45-25-00-00005.0230 12020 METRO PKWY FORT MYERS FL 33966	FR NW COR E 644.45 FT TH S 155 FT TO POB THEN S 113 FT W 442 FT N 113 FT E 443 FT TO POB	33
12034 METRO PARKWAY LLC 12034 METRO PKWY FORT MYERS FL 33966	18-45-25-00-00005.0240 12034 METRO PKWY FORT MYERS FL 33966	FR NW COR E 644.45 FT TH S 268.37 FT TO POB THEN S 125 FT TH W 440.62 FT TH N 125 FT TH E 442.05 FT TO POB	34
LAND BARON XIV LLC 2601 DELMAR PL FORT LAUDERDALE FL 33301	18-45-25-05-0000A.0170 12330 METRO PKWY FORT MYERS FL 33966	METRO 88 S/D BLK A PB 39 PG 20 LOTS 17 + 18	35
JO POL INVESTMENTS 12290 METRO PKWY FORT MYERS FL 33966	18-45-25-05-0000A.0190 12290 METRO PKWY FORT MYERS FL 33966	METRO 88 S/D BLK A PB 39 PG 20 LOT 19	36
GUAK NOH G & Hwasoon 1909 SE 21 TERR CAPE CORAL FL 33990	18-45-25-05-0000A.020A 2500 CRYSTAL DR FORT MYERS FL 33966	METRO 88 S/D BLK A PB 39 PG 20 W POR LOTS 20 + 21	37
12180 METRO CORNER LLC 20 E TIMONIUM RD STE 209 TIMONIUM MD 21093	18-45-25-05-0000B.0020 12180 METRO PKWY FORT MYERS FL 33966	METRO 88 S/D BLK B PB 39 PG 20 LOTS 1 + 2	38
STONEBURNER DAVID + CPSWFL STE 500 5220 SUMMERLIN COMMONS BLVD FORT MYERS FL 33907	18-45-25-05-0000B.0030 12140 METRO PKWY FORT MYERS FL 33966	METRO 88 S/D BLK B PB 39 PG 20 LOTS 3 + 4	39
RFJ HOLDINGS LLC 12120 METRO PKWY FORT MYERS FL 33966	18-45-25-05-0000B.0050 12120 METRO PKWY FORT MYERS FL 33966	METRO 88 S/D BLK B PB 39 PG 20 LOT 5	40

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

HIDEAWAY COUNTRY CLUB PROPERTY
5670 TRAILWINDS DR
FORT MYERS FL 33907

HIDEAWAY COUNTRY CLUB PROPERTY
5670 TRAILWINDS DR
FORT MYERS FL 33907

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

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PO BOX 398
FORT MYERS FL 33902

CRYSTAL PRIME INC
STANLEY P WHITCOMB JR
STE 204E
1647 SUN CITY CENTER PLZ
SUN CITY CENTER FL 33573

ZEMEL FAMILY VENTURES LLC
BEDERSON LLP - K WINSLOW
100 PASSAIC AVE STE 310
FAIRFIELD NJ 07004

ARMBRUSTER HOWARD E
8501 FORDHAM ST
FORT MYERS FL 33907

MERCADO MELISSA
2438 CRYSTAL DR
FORT MYERS FL 33907

FAYHEE LORI C TR
8500 FORDHAM ST
FORT MYERS FL 33907

CLARK SHARALYN R
2442 CRYSTAL DR
FORT MYERS FL 33907

CRYSTAL PARK LLC
590 W 84TH ST
HIALEAH FL 33014

GAMMIE LAUREL L
2461 ALDRIDGE AVE
FORT MYERS FL 33907

ACQUISTO PAUL A & SUSAN
2455 ALDRIDGE AVE
FORT MYERS FL 33907

RUIZ GUILLERMO RUBEN
2449 ALDRIDGE AVE
FORT MYERS FL 33907

REYES JOSE RAMOS &
2443 ALDRIDGE AVE
FORT MYERS FL 33907

KOLMONEN GARY & KAREN
2448 ALDRIDGE AVE
FORT MYERS FL 33907

HAGER FREDERICK M
2454 ALDRIDGE AVE
FORT MYERS FL 33907

DENEGRI MARK P &
8525 FORDHAM ST
FORT MYERS FL 33907

RESICAP FLORIDA OWNER III LLC
3630 PEACHTREE RD NE #1500
ATLANTA GA 30326

LAWRENCE KARRIE ROCHELL
8512 FORDHAM ST
FORT MYERS FL 33907

BONSANGUE LAURA
8518 FORDHAM ST
FORT MYERS FL 33907

DOUGLAS CAROL S
8524 FORDHAM ST
FORT MYERS FL 33907

EAGAN ROBERT J
8530 FORDHAM ST
FORT MYERS FL 33907

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

SEMINOLE GULF RAILWAY L P
4110 CENTER POINTE DR STE 207
FORT MYERS FL 33916

MB5 REAL ESTATE LLC
TOM MATTER
40528 US HIGHWAY 19 N
TARPON SPRINGS FL 34689

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

SEMINOLE GULF RAILWAY L P
4110 CENTER POINTE DR STE 207
FORT MYERS FL 33916

23 METRO WEST INC
1533 DELGADO AVE
CORAL GABLES FL 33146

SNOW MASS PROPERTY LLC
12090 METRO PKWY
FORT MYERS FL 33966

BRUMBACH MAUREEN TR
9051 GULF SHORE DRIVE
NAPLES FL 34108

12034 METRO PARKWAY LLC
12034 METRO PKWY
FORT MYERS FL 33966

LAND BARON XIV LLC
2601 DELMAR PL
FORT LAUDERDALE FL 33301

JO POL INVESTMENTS
12290 METRO PKWY
FORT MYERS FL 33966

GUAK NOH G & HWASOON
1909 SE 21 TERR
CAPE CORAL FL 33990

12180 METRO CORNER LLC
20 E TIMONIUM RD STE 209
TIMONIUM MD 21093

STONEBURNER DAVID +
CPSWFL
STE 500
5220 SUMMERLIN COMMONS BLVD
FORT MYERS FL 33907

RFJ HOLDINGS LLC
12120 METRO PKWY
FORT MYERS FL 33966