



January 3, 2024

Mr. Chahram Badamtchian
Lee County Government
1500 Monroe Street
Ft. Myers, FL 33901

**RE: Bayshore 31 RPD
DCI2022-00037**

Dear: Mr. Badamtchian:

Enclosed please find responses to Staff's comments below in bold. The following items are resubmitted in response to Staff's comments dated 12/12/2023:

1. Public Informational Meeting Notes;
2. North Fort Myers Fire District No Objection Letter;
3. Public Safety No Objection Letter;
4. Updated boundary survey;
5. Updated Opinion of Title

ZONING SECTION REVIEW by Chahram Badamtchian:

1. Please provide Public Informational Meeting Notes.

RESPONSE: Please see the attached Neighborhood Information Meeting Summary.

DEVELOPMENT SERVICES REVIEW by Allyson Hall:

1. Deviation (1) requests a deviation from LDC Sec. 10-296 to eliminate the requirement that a dead-end street be closed at one end by a circular turnaround, to allow an alternative turnaround. Please provide a letter of no objection from the Sheriff's office, Lee County EMS and the North Fort Myers Fire District approving the alternative turnaround. Staff acknowledges receipt of the letter of no objection from the Sheriff's office which is sufficient, however, the letters provided from the Lee County EMS and the North Fort Myers District do not acknowledge the alternative turnaround. Please submit revised letters including this information.

RESPONSE: Please see the updated Letters of No Objection provided with this submittal from the North Fort Myers Fire District and Lee County EMS acknowledging the alternative turnaround.

2. INFORMATIONAL COMMENT: At time of Development Order letter of no objection from Florida Power & Light will be required for the proposed improvements within the existing power line easement.

RESPONSE: Acknowledged.

LEGAL DESCRIPTION REVIEW by Richard R Burris:

1. Sec.34-202(a). Submittal requirements for applications requiring public hearing.

RESPONSE: Acknowledged.

2. (6) Please provide a boundary survey in accordance with the requirements of the Lee County LDC §34-202(a)(6).
 - The survey must be tied to the state plane coordinate system for the Florida West Zone (the most current adjustment is required) with the two coordinates one coordinate being the point of beginning (POB) and the other an opposing corner.

RESPONSE: Please see the updated boundary survey provided with this submittal.

3. (6)(7) boundary survey or title certification
The boundary survey references a title opinion by Doug Marek dated November 13, 2023, which has not been submitted.

Please submit the referenced document or update the boundary survey to reference the title opinion on file.

RESPONSE: Please see the updated boundary survey provided with this submittal.

Thank you in advance for your consideration of the above information. If you require further information, please do not hesitate to contact me at (941) 706-6132 or tsacharski@rviplanning.com.

Sincerely,

RVi Planning + Landscape Architecture



Tom Sacharski, AICP
Planning Project Manager

Enclosures

cc: Chris King, Black Spider Land Company, LLC
Carl Barraco, Jr. & Jamie Wilson, Barraco & Associates
Ted Treesh, TR Transportation
Barrett Stejskal, Bear Paws Environmental Consulting



**Bayshore 31 RPD Rezone
Neighborhood Meeting**

**Monday, November 27, 2023, 5:30 p.m.
2000 North Recreation Park Way
North Fort Myers, FL 33917**

Black Spider Land Company, LLC and their consultant team hosted a pre-application Neighborhood Meeting at the North Fort Myers Recreation Center located at 2000 North Recreation Park Way at 5:30 p.m., on Monday, November 27, 2023. The meeting was held for the Residential Planned Development Rezone application. The meeting was noticed to property owners listed on Exhibit "A", attached, and the meeting noticed was published in the News-Press on November 13, 2023. The Affidavit of Publication is attached as Exhibit "B".

The list of participants is attached as Exhibit "C" and demonstrates approximately 16 in-person attendees were present at the meeting excluding the 6 members of the consultant team.

Tom Sacharski welcomed attendees, introduced the project, and, presented a PowerPoint presentation attached as Exhibit "D". After the presentation, the Applicant opened the floor for attendees to ask questions and make comments.

The Applicant explained the proposed Rezone Application seeks to rezone the property from RSF-1 and AG-2 to RPD to establish a Residential Planned Development on the ±34.8-acre site. A maximum of 180 clustered multifamily "build-to-rent" units are proposed with associated infrastructure and amenity space. It was noted the maximum building height is 35 feet to address compatibility with the Daughtreys Creek neighborhood. The Future Land Use designation of Suburban allows up to 6 dwelling units per acre; 197 dwelling units on the subject property.

Comments raised from attendees included:

- The primary concern expressed was regarding traffic, congestion, school bus pick-up/drop-off, bicycle/pedestrian safety along Bayshore Road. The Applicant noted they would investigate existing traffic conditions in further detail and plan for school pick-up/drop-off.
- There was a question regarding whether an addition protected species survey will be conducted as community members have seen increased wildlife relocating due to the increased development in the area. The Applicant responded that an additional protected species survey will be required at the time of local construction permitting (Development Order)
- Concern was expressed as to whether any improvements would be made to Bayshore Road to mitigate traffic and accidents (i.e. a turn lane for the development. The Applicant noted further investigation of planned improvements would be completed.

- Residents of the Daughtreys Creek community expressed concern over impacts the proposed development could have on stormwater drainage for their community as this community experienced flooding during Hurricane Ian. An explanation was given of the stormwater management system and additional permits required to ensure adjacent properties do not receive more stormwater than in current conditions.;
- A question was asked regarding the proposed buffers and how the proposed development would impact views from their homes. The Applicant explained the shrubs and trees required in the perimeter buffers.
- Two members of the North Fort Myers Planning Panel were in attendance and inquired as to whether or not the proposed development would be presented to the Panel. The Applicant committed to attending and presenting the project at a North Fort Myers Planning Panel meeting
- A community member asked if the rezoning could be approved for the proposed single-story multifamily and then be constructed as a three-story garden-style development. The Applicant confirmed if the master concept plan or development standards changed substantially, a public hearing change to the zoning would be required by the County.
- A question was asked to the developer as to whether they would be constructing and managing the property or if they property would be sold post development. The developer confirmed their intent for developing the property as well as the long-term management of the property.
- Community members asked about the developer's current portfolio of build-to-rent communities, they typical income and demographics of their renters, and the long-term management and upkeep of their properties. The Applicant provided an additional presentation on their communities, including demographics and income levels.
- There was a question regarding the timeframe for the rezone and construction. It was noted construction would not commence until 2025.
- There was a question regarding the proposed project's impact on surrounding property values. It was noted the single-family scale of the units and quality design would not detract from property values.

Following the discussion and public comment, the Applicant thanked the attendees and provided contact information. The meeting was concluded at approximately 6:45 p.m.

Exhibit A

FAITH ASSEMBLY OF GOD OF
7101 BAYSHORE RD
NORTH FORT MYERS FL 33917

FL LEE 7300 BAYSHORE LLC
LUND CAPITAL GROUP
5150 TAMiami TRL N STE 301
NAPLES FL 34103

FAITH ASSEMBLY OF GOD OF NORTH
7101 BAYSHORE RD
NORTH FORT MYERS FL 33917

STATE OF FL DOT
PO BOX 1249
BARTOW FL 33831

FL LEE 7300 BAYSHORE LLC
LUND CAPITAL GROUP
5150 TAMiami TRL N STE 301
NAPLES FL 34103

FL LEE 7300 BAYSHORE LLC
LUND CAPITAL GROUP
5150 TAMiami TRL N STE 301
NAPLES FL 34103

CJS REAL ESTATE HOLDING LLC
16900 USEPPA OAK LN N
NORTH FORT MYERS FL 33917

PRI-CAR I LLP
PO BOX 2148
FORT MYERS FL 33902

FAITH ASSEMBLY OF GOD OF NORTH
7101 BAYSHORE RD
NORTH FORT MYERS FL 33917

WHITBECK JAMES T
7630 SAMVILLE RD
NORTH FORT MYERS FL 33917

HENNESSY RYAN & HYNES SARA
16861 LLOYD RD
NORTH FORT MYERS FL 33917

TRASSI ISRAEL JOSE JR &
7590 SAMVILLE RD
NORTH FORT MYERS FL 33917

HARTWIG BRIAN
7588 SAMVILLE RD
NORTH FORT MYERS FL 33917

TOLLEY WILLIAM JR
PO BOX 3762
FORT MYERS FL 33918

JOHNSON JONATHAN D
15880 S PEBBLE LN
FORT MYERS FL 33912

SWANSON TRENTON JACOB +
16880 HARTWIG LN
FORT MYERS FL 33917

TOLLEY WILLIAM JR
PO BOX 3762
NORTH FORT MYERS FL 33918

TYNDALL SHELLEY
PO BOX 3124
NORTH FORT MYERS FL 33918

WISE JOSEPH L & WANDA L/E
7305 SEAN LN
NORTH FORT MYERS FL 33917

GRISSE LYNNDA
7309 SEAN LN
NORTH FORT MYERS FL 33917

Exhibit A

MEZZATESTA FRANK & JULIE
7311 SEAN LN
NORTH FORT MYERS FL 33917

WRIGHT KENNETH P &
7315 SEAN LN
NORTH FORT MYERS FL 33917

POULSOM ROBERT JR
7317 SEAN LN
NORTH FORT MYERS FL 33917

COGSWELL PATRICIA L &
7319 SEAN LN
NORTH FORT MYERS FL 33917

MCHARRY ROBERT TR
7325 SEAN LN
NORTH FORT MYERS FL 33917

WHITEHOUSE MICHAEL D &
7331 SEAN LN
NORTH FORT MYERS FL 33917

DAVIS LARRY & WENDY
7341 SEAN LN
NORTH FORT MYERS FL 33917

CALKINS CHARLES A
7401 SEAN LN
NORTH FORT MYERS FL 33917

PULTE JOSEPH A & MONICA L
7486 DANA LIN CIR
NORTH FORT MYERS FL 33917

MORREALE RACHEL L &
7484 DANA LIN CIR
NORTH FORT MYERS FL 33917

WASKO JEFFREY LYNN II
7480 DANA LIN CIR
NORTH FORT MYERS FL 33917

COGGINS GREGORY J &
7474 DANA LIN CIR
NORTH FORT MYERS FL 33917

CONDON BEVERLY C
7470 DANA LIN CIR
NORTH FORT MYERS FL 33917

JOHNSON ASHLI &
7468 DANA LIN CIR
NORTH FORT MYERS FL 33917

NELSON JOHN LOGAN
7464 DANA LIN CIR
NORTH FORT MYERS FL 33917

BEECROFT AMIJO
7460 DANA LIN CIR
NORTH FORT MYERS FL 33917

GAGE CHARLES
7408 DANA LIN CIR
NORTH FORT MYERS FL 33917

BONSTEDT STEVEN M + ANA L
7402 DANA LIN CIR
NORTH FORT MYERS FL 33917

BATHURST SHELDON J &
7294 PELAS CIR
NORTH FORT MYERS FL 33917

MENKE SUSANNE R
7202 PELAS CIR
NORTH FORT MYERS FL 33917

Exhibit A

SEBUL RICHARD JOSEPH JR
7302 SEAN LN
NORTH FORT MYERS FL 33917

GUEMES ANA L
7306 SEAN LN
NORTH FORT MYERS FL 33917

WATSON DONALD A & JANICE
7310 SEAN LN
NORTH FORT MYERS FL 33917

MCQUEARY JILL L
7314 SEAN LN
NORTH FORT MYERS FL 33917

GILKESON RONALD & TAMARA
7320 SEAN LN
NORTH FORT MYERS FL 33917

BAUGHMAN GARY P & LISA J
7326 SEAN LN
NORTH FORT MYERS FL 33917

CAVANAUGH MICHAEL L &
7332 SEAN LN
NORTH FORT MYERS FL 33917

ALBRITTON BEVERLY L/E
7293 PELAS CIR
NORTH FORT MYERS FL 33917

SEXTON STEVEN JEFFREY &
7481 DANA LIN CIR
NORTH FORT MYERS FL 33917

MURPHY GERALD E & KAREN L
7475 DANA LIN CIR
NORTH FORT MYERS FL 33917

WEEKS WILLIAM &
7469 DANA LIN CIR
NORTH FORT MYERS FL 33917

BERENT GERALD J & PAMELA R TR
7467 DANA LIN CIR
NORTH FORT MYERS FL 33917

SWARTZ BRIAN E & WENDY S
7463 DANA LIN CIR
NORTH FORT MYERS FL 33917

FENNELL HAROLD & KATHLEEN
7459 DANA LIN CIR
NORTH FORT MYERS FL 33917

MORAN SHERI M
7433 DANA LIN CIR
NORTH FORT MYERS FL 33917

LEMMERMAN WILLARD M &
7425 DANA-LIN CIR
NORTH FORT MYERS FL 33917

SERTIC TAMMIE
7421 DANA LIN CIR
NORTH FORT MYERS FL 33917

SHORIAK KENNETH P & HEIDI A
7415 DANA LIN CIR
NORTH FORT MYERS FL 33917

COLLELI DANIEL J & AMY L
7409 DANA LIN CIR
NORTH FORT MYERS FL 33917

MUELLER TAMMY B
7601 TANIA LN
NORTH FORT MYERS FL 33917

Exhibit A

MULLOY EDWARD & LINDA
7605 TANIA LN
NORTH FORT MYERS FL 33917

ENGLER ROY W & BE H TR
7611 TANIA LN
NORTH FORT MYERS FL 33917

SPADER CARL W JR TR
7613 TANIA LN
NORTH FORT MYERS FL 33917

ESTIGOY NORMAN
18969 MYRON ST
LIVONIA MI 48152

CAMERON JEREMY S & TRACY C
7721 DENI DR
NORTH FORT MYERS FL 33917

FINN MIKE & DENISE K
7731 DENI DR
NORTH FORT MYERS FL 33917

RUSS SAMUEL S & TRACY M
7741 DENI DR
NORTH FORT MYERS FL 33917

MILLER JOSEPH & SARAH
7751 DENI DR
NORTH FORT MYERS FL 33917

PETRO LISA A
2633 SE 20TH PL
CAPE CORAL FL 33904

KREBS CHARLES +
7574 TANIA LN
NORTH FORT MYERS FL 33917

MENDOZA MONCENY
7602 TANIA LN
NORTH FORT MYERS FL 33917

NIENABER THOMAS & ELAINE
7604 TANIA LN
NORTH FORT MYERS FL 33917

THOMPSON WILLIAM B &
7608 TANIA LN
NORTH FORT MYERS FL 33917

SOZIO RICHARD & PATRICIA
7700 DENI DR
NORTH FORT MYERS FL 33917

KARLSEN KEVIN A & SHERRIE
16591 MARC ALLEN DR
NORTH FORT MYERS FL 33917

MILLIKEN RHONDA +
16581 MARC ALLEN DR
NORTH FORT MYERS FL 33917

CICCARELLI KATHRYN
16571 MARC ALLEN DR
NORTH FORT MYERS FL 33917

STEED DANE E & BEVERLY
7456 DANA-LIN CIR
NORTH FORT MYERS FL 33917

BALDINGER MARCUS
7452 DANA LIN CIR
NORTH FORT MYERS FL 33917

TOLMEN CODY H & TIFFANY R
7448 DANA LIN CIR
NORTH FORT MYERS FL 33917

Exhibit A

GULDE JOSEPH F III &
7444 RENE DR
NORTH FORT MYERS FL 33917

LEPORATTI ANTHONY A
16611 WILLIAMS RD
NORTH FORT MYERS FL 33917

MONTIEL ANTONIA M & ISAIAS
16481 WILLIAMS RD
NORTH FORT MYERS FL 33917

STRAY KATZ INVESTMENTS INC
19710 N RIVER RD
ALVA FL 33920

THANK YOU for your submission!

Your notice has been submitted for publication. Below is a confirmation of your order. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
LSAR0032592
Order Status:
Submitted
Classification:
Public Notices
Package:
General Package
Final Cost:
147.34
Payment Type:
American Express
User ID:
L0042052
External User ID:
1125689

ACCOUNT INFORMATION

Alexis Crespo
28100 Bonita Grande DR ATTN: ALEXIS CRESPO
Bonita Springs, FL 34135-6219
239-405-7777
jmedina@rviplanning.com
RVI Planning, Inc
Contract ID:

PAYMENT DETAILS

American Express*****2400

TRANSACTION REPORT

Date
November 6, 2023 8:19:11 AM EST
Amount:
147.34

ADDITIONAL OPTIONS**PREVIEW FOR AD NUMBER LSAR00325920****NOTICE OF PUBLIC INFORMATION MEETING**

DATE: Monday, November 27, 2023
TIME: 5:30 PM

ADDRESS: 2000 North Recreation Park Way, North Fort Myers, FL 33917

Black Spider Land Company, LLC, the owner of $\pm$ 34.8-acres of real property located at 7150 & 7200 Bayshore Road, is holding a Neighborhood Information Meeting after making initial application for a Planned Residential Development Rezone. The property is located east of Bayshore Road, .25 miles north-east of the Bayshore/Samville Road intersection. The Planned Development Rezone proposes to rezone the property from RS-1 and AG-2 to Residential Planned Development (RPD) to allow for a maximum of 180 dwelling units with a maximum building height of 35 feet. The RPD rezone application proposes a residential project consisting of build-to-rent multifamily detached dwelling types with associated amenities and infrastructure.

The purpose of the meeting is to educate community members and nearby landowners about the proposed development and to address any questions.

For questions please contact:
RVI Planning. c/o Tom Sacharski, AICP
8725 Pendery Place, Suite 101,
Bradenton, FL 34201
(941) 706-6132 OR tsacharski@RVIPlanning.com
Publication Dates
L00000000

<< Click here to print a printer friendly version >>

Exhibit B

1 Affidavit

SCHEDULE FOR AD NUMBER LSAR00325920

November 13, 2023
Fort Myers News-Press

[Privacy Policy](#)

[Terms of Service](#)

[Contact Us](#)

i-Publish® AdPortal: v2.6

©2022 iPublish Media Solutions, LLC

Exhibit C

BAYSHORE 31 RESIDENTIAL PLANNED DEVELOPMENT

COMMUNITY MEETING NOVEMBER 27, 2023 – 5:30 p.m.

Name	Address	E-Mail Address (PLEASE PRINT CLEARLY)
Bill & Barb Walker	N.F.T. Myers Fl.	
Debra Coveea	7981 Dani Dr. NFM	Babdebdan@msn.com
Charles Krebs	2524 Tanna Ln	CKrebs@bawman.com
Steve Sexton	7481 Dan:lin Circle NFM	Bxob@comcast.net
DANE STEED	7456 DANA LIN CIR N. F. M.	dane.steed@yahoo.com
Dave Thirion	7468 DANA LIN Circle N.F.M	davethirion@gmail.com
Karen Orlando	7991 Dani Dr NFM	Koretired@yahoo.com

Exhibit C

BAYSHORE 31

RESIDENTIAL PLANNED DEVELOPMENT

COMMUNITY MEETING
NOVEMBER 27, 2023 – 5:30 p.m.

Name	Address	E-Mail Address (PLEASE PRINT CLEARLY)
Jessica WASKO	7480 Dana Lin Cir N. Ft. Myers, FL 33917	styleiconjess@gmail.com
Ann And Doug GACCI	7216 Pelas Cir N. Ft Myers, FL	
Amido Beecroft	7460 Dana Lin Cir NFM 33917	ALBEECROFT@YAHOO.COM
Logan Nelson	7464 Dana Lin Cir NFM 33917	Logan Nelson 1@gmail.com
Greg Coggino	7424 Dana Lin Cir NFM 33917	
Amos Cogswell	7319 SEAN LN	
Rob Roulson	7317 SEAN LN	

Exhibit C

BAYSHORE 31 RESIDENTIAL PLANNED DEVELOPMENT

COMMUNITY MEETING
NOVEMBER 27, 2023 – 5:30 p.m.

Name	Address	E-Mail Address (PLEASE PRINT CLEARLY)
Steve Bonnett	7422 Dano Line Cir	SteveBonnett57@gmail.com
Ron Glickson	7320 Seaview Ln	RonGlickson



BAYSHORE 31

RESIDENTIAL PLANNED DEVELOPMENT

Neighborhood Informational Meeting
November 27, 2023

- ❖ Chris King – Land America, LLC
- ❖ William Hulton - NexMetro
- ❖ Tom Sacharski, AICP – RVi Planning & Landscape Architecture
- ❖ Carl Barraco – Barraco & Associates
- ❖ Ted Treesh – TR Transportation Consultants

PROJECT TEAM

Bayshore 31 RPD

LOCATION MAP



- ❖ +/- 34.8 acres
- ❖ Zoned RS-1 & AG-2
- ❖ Future Land Use Suburban & Wetlands
- ❖ Located within North Fort Myers Planning Community

LUXURY LEASED HOMES - REDEFINED

- ❖ 1-, 2-, & 3-bedroom cottage-style rental homes with private outdoor living space
- ❖ 1- story maximum building height to complement surrounding single-family communities
- ❖ Higher end housing compared to typical apartment housing
- ❖ Designed for those seeking luxury. Our community offers an array of upscale amenities and finishes both inside and outside the home.



Exhibit D

LUXURY LEASED HOMES – REDEFINED



LUXURY LEASED HOMES – REDEFINED



CONCEPT PLAN



NATURAL WATERWAY BUFFER DETAIL



Exhibit D

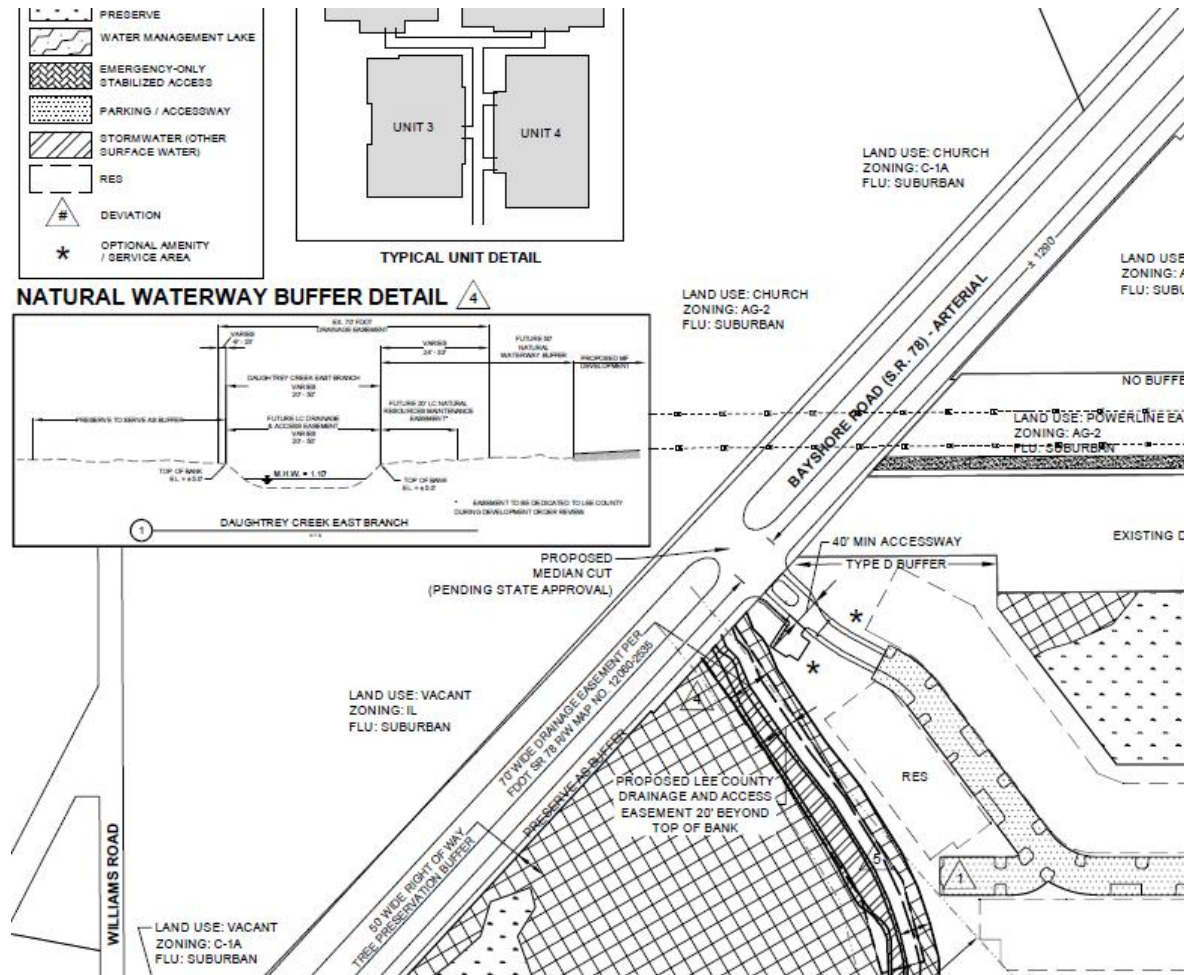
ENVIRONMENTAL

- ❖ No protected species found onsite
- ❖ Wetlands:
 - ❖ 6.49 acres existing
 - ❖ 4.38 acres preserved
- ❖ 1.30 acres of surface water
- ❖ 50' natural waterway buffer provided to Daughtrey Creek



Exhibit D

TRANSPORTATION



- Access from Bayshore Road – four-lane divided arterial roadway.
- Current Level of Service (LOS) “C” – proposed development LOS to remain at “C”
- Entrance to be “left-in/right-in/right-out” onto Bayshore Road
- Turn lanes to be addressed through FDOT permitting

NEXT STEPS

- ✓ RPD Application Submittal to Lee County
- ✓ Neighborhood Informational Meeting
- Staff Review
- Hearing Examiner (HEX) Public Hearing
- Board of County Commissioners (BoCC) Public Hearing and final decision



THANK YOU!

TSACHARSKI@RVIPLANNING.COM

Scan for our
informational website





Board of County Commissioners

Kevin Ruane
District One

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

December 27, 2023

Tom Sacharski
RVI Planning + Landscape Architecture
8725 Pendery Place, Suite 101
Bradenton, FL 34201

Re: Review of Deviation from LDC – Bayshore 31

Mr. Sacharski,

I am in receipt of your letter requesting a review of a deviation in the Land Development Code for the development known as Bayshore 31. This development is located on two parcels bearing addresses of 7150 and 7200 Bayshore Road. The Department previously approved deviations on May 31, 2023.

The deviation requested is within Section 10-296, regarding circular turnarounds on dead-end streets.

I have reviewed the Master Concept Plan for the project. The new dead-ends are less than 150 feet and do not significantly impair public safety access.

The Department of Public Safety consents to this deviation.

Should the plans change, a new analysis of this deviation would be required.

Sincerely,

A handwritten signature in blue ink, appearing to read "Benjamin Abes", with a stylized flourish at the end.

Benjamin Abes
Director, Public Safety

**Board of
Commissioners**

Leroy Nottingham
Chairman

Danny Ballard
Vice-Chairman

Robert Hoke
Sec. - Treasurer

Tom Mere

Mike Gatewood



P.O. Box 3507 * 2900 Trail Dairy Circle
N. Ft. Myers, FL 33918-3507
(239) 997-8654 (239) 995-3757 fax

Administration

David Rice
Fire Chief

John Meredith
Asst. Fire Chief

Rick Jones
Fire Marshal

Monique Brooks
Office Manager

January 3, 2024

Tom Sacharski
RVi Planning + Landscape Architecture
8725 Pendery Place, Suite 101
Bradenton, FL 34201

Re: Bayshore 31

Mr. Sacharski,.

The North Fort Myers Fire Department has "No Objection" to the proposed access layout or alternative turnarounds for the above referenced project. If you have any additional questions, please contact our office @ 239-731-1931.

Respectfully,

Rick Jones
Fire Marshal

OPINION OF TITLE

With the understanding that this Opinion of Title is furnished to the Lee County Board of County Commissioners, and it is hereby certified that I have examined the public records covering the period from the beginning to the 9th day of August 2023 at the hour of 11:00 p.m. inclusive, of the following described property.

Legal Description:

ALL OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2913 LYING EAST OF STATE ROAD 78 (BAYSHORE ROAD) AND ALL LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2915, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; LESS THAT PORTION OF LAND DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3852, PAGE 2525, OF SAID PUBLIC RECORDS; SAID LANDS LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 29; THENCE N 00°14'26" W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), FOR 1012.23 FEET; THENCE N 89°59'37" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2913, FOR 440.41 FEET TO THE EASTERLY BOUNDARY OF SAID ORDER OF TAKING, SAID EASTERLY BOUNDARY ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 78 (BAYSHORE ROAD), AND THE **POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: 1) N 42°40'02" E, FOR 587.21 FEET; 2) S 47°19'58" E, FOR 5.00 FEET; 3) N 42°40'02" E, FOR 332.86 FEET; 4) N 89°35'54" E, FOR 313.06 FEET; 5) S 00°24'13" E, FOR 58.18 FEET; 6) N 89°35'54" E, FOR 771.92 FEET TO THE MOST EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3852, PAGE 2525, OF SAID PUBLIC RECORDS; 7) N 00°24'08" W, ALONG SAID MOST EASTERLY LINE, FOR 182.19 FEET TO THE SOUTH LINE OF THE NORTH 160.00 FEET OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2915, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF A 160.00 FOOT WIDE POWERLINE UTILITY EASEMENT DESCRIBED IN DEED BOOK 234, PAGE 45, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINES, S 89°41'37" W, FOR 974.39 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 78 (BAYSHORE ROAD) PER ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3852, PAGE 2525; THENCE N 42°40'02" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 218.68 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2915, SAID LINE ALSO BEING THE NORTH LINE OF SAID POWERLINE UTILITY EASEMENT; THENCE ALONG SAID NORTH LINES, N 89°41'37" E, FOR 1310.98 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4); THENCE S 00°24'06" E, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4), FOR 967.12 FEET; THENCE S 89°59'37" W, ALONG THE SOUTH LINE OF SAID LANDS, FOR 2202.90 FEET TO THE **POINT OF BEGINNING**.

BEARINGS ARE BASED ON THE EAST LINE OF BAYSHORE ROAD AS BEING N 42°40'02" E.

I am of the opinion that on the last-mentioned date, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

Black Spider Land Company, LLC.

Mortgages of Records:

None

Title to the property is subject to the following easements:

Right-Of-Way Easement Agreement to Florida Power and Light Company recorded in Deed Book 234, Page 45, Assignment and Bill of Sale recorded in O.R. Book 1713, Page 4617, Subordination of Utility Interests recorded in O.R. Book 3698, Page 2317, Assignment and Assumption of Contracts and Easements Agreement recorded in Instrument Number 2014000264955, and amendment recorded in Instrument Number 2015000019121, Public Records of Lee County, Florida.

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the public records of Lee County, Florida, affecting the above-described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 13th day of November 2023.



Doug Marek

Florida Bar No. 035180

(American Land Title Association - Owner's Policy Adopted 6/17/2006)(With Florida Modifications)

OWNER'S POLICY OF TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

COVERED RISKS

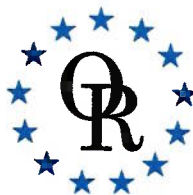
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained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

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

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

(Covered Risks continued)

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



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

By *C. Monroe* President

Attest *David Wald* Secretary

SERIAL
OF6-9125925

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-9125925

Date of Policy:
June 20, 2023 @ 3:06 p.m.

Agent's File Reference:
1564-047

Amount of Insurance: \$1,950,000.00

Premium: \$7,450.00

Address Reference: 7150 & 7200 Bayshore Drive, North Fort Myers, FL 33917

1. Name of Insured: Black Spider Land Company, LLC, a Florida limited liability company
2. The estate or interest in the Land that is insured by this policy is: fee simple as shown by instrument recorded as Instrument No. 2023000214905, of the public records of Lee County, Florida.
3. Title is vested in: Black Spider Land Company, LLC, a Florida limited liability company
4. The Land referred to in this policy is described as follows:

See Exhibit A attached hereto

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Agent No.: 3467501

Issuing Agent:

Doug Marek, P.A.
101 Pineapple Grove Way, 2nd Floor
Delray Beach, FL 33444
561 454-1610



Agent's Signature
Doug Marek
President

Old Republic National Title Insurance Company

OWNER'S POLICY

Schedule B

Policy No.:
OF6-9125925

Agent's File Reference:
1564-047

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. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
2. ~~Rights or claims of parties in possession not recorded in the Public Records.~~
3. ~~Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.~~
4. ~~Easements, or claims of easements, not recorded in the Public Records.~~
5. ~~Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.~~
6. ~~Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.~~
7. Right Of-Way Easement Agreement to Florida Power and Light Company recorded in Deed Book 234, Page 45, assignment and Bill of Sale recorded in O.R. Book 1713, Page 4617, Subordination of Utility Interests recorded in O.R. Book 3698, Page 2317, Assignment and Assumption of Contracts and Easements Agreement recorded in Instrument Number 2014000264955, and amendment recorded in Instrument Number 2015000019121, Public Records of Lee County, Florida.
8. The subject land lies within the boundaries for mandatory garbage collection; Lee County Ordinance 11-03, as amended by Lee County Ordinance 11-27, providing for mandatory solid waste collection and the imposition of special assessments for said collection services.
9. Unrecorded Agricultural Lease with Tom Morgan, executed the 1st day of January 2002.
10. Encroachment of gravel drive along the eastern boundary of the property and possible grave site midway along north boundary of the property, all as shown on that certain ALTA/NSPS Land Title Survey by AIM Engineering & Surveying, Inc., Project No. 21-1256 dated October 6, 2021.

EXHIBIT A

Legal Description

Parcel 1:

Beginning 1012 feet North of the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of Section 29, Township 43 South, Range 25 East; Lee County, Florida, thence North 531 feet; thence East 2640 feet; thence South 531 feet; thence West 2640 feet to the Point of Beginning; LESS Road right-of-way, LESS lands as described in O.R. Book 177, at Page 459, and LESS AND EXCEPT that portion of land described in the Order of Taking recorded in O.R. Book 3852, Page 2525, Public Records of Lee County, Florida.

Parcel 2:

The parcel hereon described is situated in the N.W. $\frac{1}{4}$ of Section 29, Township 43 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 29, being in the center of Old Bayshore Road; thence South (brg. assumed) along the North-South $\frac{1}{4}$ Section line, distance 660.20 feet to the North Right-of-Way of Florida Power and Light Transmission Line Easement (being 160 feet North and South) and the Point of Beginning; thence continue South along said Section line, distance 436.80 feet; thence West parallel to the North Line of said Section 29, distance 1798.35 feet to the East Right-of-Way of State Road 78; thence N. $43^{\circ}05'07''$ E along said Right-of-Way, distance 598.08 feet to the intersection with said North Florida Power and Light easement; thence East along said easement, distance 1389.81 feet to the Point of Beginning, LESS Road Right-of-Way along the Eastern boundary thereof, and LESS AND EXCEPT that portion of land described in the Order of Taking recorded in O.R. Book 3852, Page 2525, Public Records of Lee County, Florida.

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.

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

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

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

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

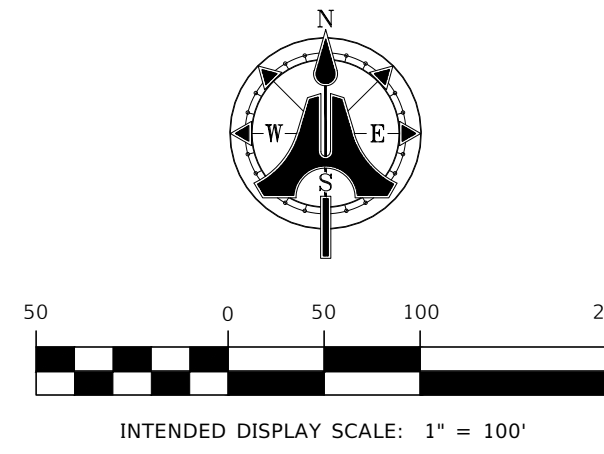
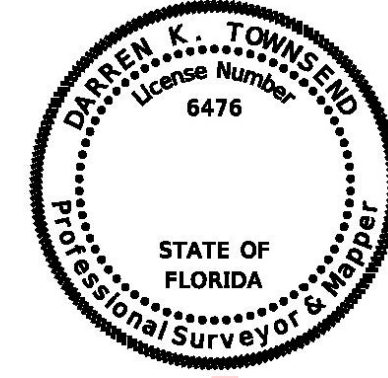
15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

BOUNDARY SURVEY

7150 AND 7200 BAYSHORE ROAD
SECTION 29, TOWNSHIP 43 SOUTH, RANGE 25 EAST
NORTH FORT MYERS, FLORIDA

Digitally
signed by
Darren
Townsend
Date:
2023.12.21
12:50:56
-05'00'



LEGEND:

- ARV = AIR RELEASE VALVE
- BM = BENCHMARK
- brg = BEARING
- (C) = CALCULATED
- CB = CATCH BASIN OR CHORD BEARING
- CBS = CONCRETE BLOCK STRUCTURE
- CD = CHORD DISTANCE
- CLF = CHAIN LINK FENCE
- CM = CONCRETE MONUMENT
- CMP = CORRUGATED METAL PIPE
- CO = CLEAN OUT
- CONC = CONCRETE
- COR = CORNER
- CR = COUNTY ROAD
- (D) = DEED DIMENSION
- E = EAST OR EASTING
- EOP = EDGE OF ASPHALT PAVEMENT
- ENG = ENGINEERING
- EL = ELEVATION
- FOOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- ID = IDENTIFICATION
- INC = INCORPORATED
- INST = INSTRUMENT
- INV = INVERT
- (F) = FIELD
- FCM = FOUND CONCRETE MONUMENT
- FF = FINISHED FLOOR
- FIR = FOUND IRON ROD
- FIRC = FOUND IRON ROD AND CAP
- FND = FOUND NAIL AND DISK
- FKPD = FOUND PARKER-KALON NAIL & DISK
- GPS = GLOBAL POSITIONING SYSTEM
- L = LENGTH
- LB = LICENSED BUSINESS
- M/H = MANHOLE
- MES = MITERED END SECTION
- N = NORTH OR NORTHING
- NAVD 88 = NORTH AMERICAN VERTICAL DATUM OF 1988
- NGS = NATIONAL GEODETIC SURVEY
- NGVD 29 = NATIONAL GEODETIC VERTICAL DATUM OF 1929
- NO. = NUMBER
- O.R. = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- (P) = PLATTED DIMENSION
- PG = PAGE
- PLS = PROFESSIONAL SURVEYOR & MAPPER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PUE = PUBLIC UTILITY EASEMENT
- PP = PLASTIC PIPE
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- PVC = POLY-VINYL CHLORIDE
- R = RADIUS
- R/W = RIGHT OF WAY
- RC/P = REINFORCED CONCRETE PIPE
- RTK = REAL-TIME KINEMATIC
- SEC = SECTION
- SIRC = SET 5/8" IRON ROD W/ CAP "AIM ENG LB 3114"
- SMAGD = SET MAG-NAIL & DISK
- SRVC = SERVICE
- SR = STATE ROAD
- TOB = TOP OF BANK
- TOS = TOE OF SLOPE
- W/ = WITH
- +/- = MORE OR LESS
- Δ = DELTA
- = OVERHEAD UTILITY LINE
- ⊕ = AIR RELEASE VALVE
- ⊗ = FIBER OPTIC CABLE MARKER
- ⊙ = FIRE HYDRANT
- ⊖ = GUY ANCHOR
- ⊕ = UTILITY POLE
- ⊗ = SEWER MANHOLE
- ⊙ = DRAINAGE MANHOLE
- ⊖ = WATER VALVE
- ⊕ = WELL
- ⊗ = COMMUNICATIONS RISER
- = TOP OF SLOPE
- CONC = CONCRETE
- ASPH = ASPHALT DRIVE
- POND = POND OR DRAINAGE DITCH
- CLF = CHAIN LINK FENCE
- BARB = BARBED WIRE FENCE
- UTL = UTILITY EASEMENT

NOTES:

- THE SUBJECT PARCEL IS LOCATED AT 7150 & 7200 BAYSHORE ROAD, NORTH FORT MYERS, FL.
- COORDINATES & BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983. THE EAST RIGHT OF WAY LINE OF BAYSHORE ROAD IS THE BASIS OF BEARINGS, WHICH BEARS N 42°40'02" E.
- ALL PHYSICAL FEATURES SHOWN HEREON WERE LOCATED IN THE FIELD, UNLESS OTHERWISE NOTED, BY THE SURVEY FIELD CREW AS RECORDED IN FIELD BOOK(S): 1710, PAGES 30-32, 59, 66, 1748, PAGE 55; 1890, PG. 54. THE LAST DAY OF FIELD WORK WAS AUGUST 18, 2023.
- UNDERGROUND UTILITIES OR IMPROVEMENTS, IF ANY, WERE LOCATED OTHER THAN SHOWN HEREON.
- UNDERGROUND ENCROACHMENTS INCLUDING FOUNDATIONS (IF ANY) WERE NOT LOCATED.
- NO WETLAND AREAS OR JURISDICTIONAL WETLANDS (IF ANY) WERE LOCATED FOR THIS SURVEY.
- NO SEARCH FOR VISIBLE EVIDENCE OF EXISTING OR FORMER AREAS OF FACILITIES WHICH MAY HAVE INVOLVED USE OR STORAGE OF HAZARDOUS OR TOXIC SUBSTANCES WAS MADE.
- SUBJECT PROPERTY: 34.80 ACRES (SURVEYED), MORE OR LESS.
- SUBJECT PROPERTY LIES IN FLOOD ZONES "AE" & "X, SHADED" PER FLOOD INSURANCE RATE MAP NUMBER 12071002795, FLOOD REVISION: NOVEMBER 17, 2022.
- NO BUILDINGS OBSERVED.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF TITLE OPINION BY DOUG MAREK, FL BAR NO. 035180, DATED NOVEMBER 13, 2023, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, OWNER'S POLICY, POLICY NUMBER: 0F6-9125925, AGENT'S FILE REFERENCE: 1564-047, HAVING A COMMITMENT DATE OF JUNE 20, 2023 @ 3:06 P.M. PLEASE REFER TO SUMMARY OF SCHEDULE B EXCEPTIONS ON THIS SHEET.
- ALL RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF LEE COUNTY, FL.
- ALL MEASUREMENTS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.

SCHEDULE B EXCEPTIONS:

- THE FOLLOWING COMMENTS PERTAIN TO ITEMS 1 THROUGH 10, SCHEDULE B OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY OWNER'S POLICY (SEE NOTE 11):
- NOT A MATTER OF SURVEY. NO DETERMINATION OF ITS AFFECT ON THE SURVEYED PROPERTY WAS MADE BY THIS FIRM. THIS ITEM WAS NOT MAPPED.
 - REMOVED BY TITLE COMPANY
 - REMOVED BY TITLE COMPANY
 - REMOVED BY TITLE COMPANY
 - REMOVED BY TITLE COMPANY
 - REMOVED BY TITLE COMPANY
 - THIS ITEM AFFECTS THE SURVEYED PROPERTY AND WAS MAPPED.
 - NOT A MATTER OF SURVEY. NO DETERMINATION OF ITS AFFECT ON THE SURVEYED PROPERTY WAS MADE BY THIS FIRM. THIS ITEM WAS NOT MAPPED.
 - NOT A MATTER OF SURVEY. NO DETERMINATION OF ITS AFFECT ON THE SURVEYED PROPERTY WAS MADE BY THIS FIRM. THIS ITEM WAS NOT MAPPED.
 - NOT A MATTER OF SURVEY. NO DETERMINATION OF ITS AFFECT ON THE SURVEYED PROPERTY WAS MADE BY THIS FIRM. THIS ITEM WAS NOT MAPPED.
 - THIS ITEM AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON. AS OF THE DATE OF THIS SURVEY MAP, THE GRAVEL DRIVE ENCROACHING THE EASTERN BOUNDARY HAS BEEN REPLACED BY AN ASPHALT SURFACE AND ENTRY GATE / FENCING.

DESCRIPTION OF LANDS SURVEYED:(PER OWNER'S POLICY - NOTE 11)

- Parcel 1:**
Beginning 1012 feet North of the Southwest corner of the Northwest quarter (NW 1/4) of Section 29, Township 43 South, Range 25 East, Lee County, Florida, thence North 531 feet; thence East 2640 feet to the Point of Beginning; LESS lands as described in O.R. Book 177, at Page 459, and LESS AND EXCEPT that portion of land described in the Order of Taking recorded in O.R. Book 3852, Page 2525, Public Records of Lee County, Florida.
- Parcel 2:**
The parcel hereon described is situated in the N.W. 1/4 of Section 29, Township 43 South, Range 25 East, Lee County, Florida, more particularly described as follows:
Commencing at the North 1/4 corner of said Section 29, being in the center of Old Bayshore Road; thence South (brg. assumed) along the North-South 1/4 Section line, distance 660.20 feet to the North Right-of-Way of Florida Power and Light Transmission Line Easement (being 160 feet North and South) and the Point of Beginning; thence continue South along said Section line, distance 436.80 feet; thence West parallel to the North Line of said Section 29, distance 1738.35 feet to the East Right-of-Way of State Road 78; thence N. 43° 05' 05" E along said Right-of-Way, distance 588.08 feet to the intersection with said North Florida Power and Light easement; thence East along said easement, distance 1389.81 feet to the Point of Beginning, LESS Road Right-of-Way along the Eastern boundary thereof, and LESS AND EXCEPT that portion of land described in the Order of Taking recorded in O.R. Book 3852, Page 2525, Public Records of Lee County, Florida.

SAID PARCELS ALSO DESCRIBED AS:

ALL OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2913 LYING EAST OF STATE ROAD 78 (BAYSHORE ROAD) AND ALL LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2915, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; LESS THAT PORTION OF LAND DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3852, PAGE 2525, OF SAID PUBLIC RECORDS; SAID LANDS LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 29; THENCE N 00°14'26" W, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), FOR 1012.23 FEET; THENCE N 89°59'37" E, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2915, FOR 440.41 FEET TO THE EASTERLY BOUNDARY OF SAID ORDER OF TAKING, SAID EASTERLY BOUNDARY ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 78 (BAYSHORE ROAD), AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: 1) N 42°40'02" E, FOR 587.21 FEET; 2) S 47°19'58" E, FOR 5.00 FEET; 3) N 42°40'02" E, FOR 332.86 FEET; 4) N 89°35'54" E, FOR 313.06 FEET; 5) S 00°24'13" E, FOR 58.18 FEET; 6) N 89°35'54" E, FOR 771.92 FEET TO THE MOST EASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3852, PAGE 2525, OF SAID PUBLIC RECORDS; 7) N 00°24'08" W, ALONG SAID MOST EASTERLY LINE, FOR 182.19 FEET TO THE SOUTH LINE OF THE NORTH 160.00 FEET OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2915, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF A 160.00 FOOT WIDE POWERLINE UTILITY EASEMENT DESCRIBED IN DEED BOOK 234, PAGE 45, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINES, S 89°41'37" W, FOR 974.39 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 78 (BAYSHORE ROAD) PER ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3852, PAGE 2525; THENCE N 42°40'02" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR 218.68 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2905, PAGE 2915, SAID LINE ALSO BEING THE NORTH LINE OF SAID POWERLINE UTILITY EASEMENT; THENCE ALONG SAID NORTH LINES, N 89°41'37" E, FOR 1310.98 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4); THENCE S 00°24'06" E, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4), FOR 967.12 FEET; THENCE S 89°59'37" W, ALONG THE SOUTH LINE OF SAID LANDS, FOR 2202.90 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 34.80 ACRES, MORE OR LESS. BEARINGS ARE BASED ON THE EAST LINE OF BAYSHORE ROAD AS BEING N 42°40'02" E.

ANY REVISIONS, ALTERATIONS, OR AMENDMENTS TO THIS SURVEY MAP MUST BE WRITTEN AND SIGNED BY THE SURVEYOR. NO ORAL CHANGES ARE PERMITTED.		REVISIONS:	
DATE:	BY:	NO.	DESCRIPTION
08/23	DT	1	TITLE DOCS, EASTERN ENCROACHMENTS, FLOOD ZONES
11/23	DT	2	AS-SURVEYED LEGAL DESCRIPTION
11/23	DT	3	TITLE OPINION REFERENCED
12/23	DT	4	TITLE PLANE COORDINATES
12/23	DT	5	FIELD BOOK
12/23	DT	6	1710/1748/1890 30-32-59-66/55/54
12/23	DT	7	
PROJECT NAME: BAYSHORE		PREPARED BY: AIM ENGINEERING & SURVEYING, INC.	
DARREN K. TOWNSEND PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE NO. 6476 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		DATE: 10-06-2021	
CIVIL * SANITARY * TRANSPORTATION * DEVELOPMENT * PROJECT MANAGEMENT		TOLL FREE 800-226-4569 PHONE 239-332-4569 www.aimengr.com	
CERTIFICATE OF AUTHORIZATION No. 3114		DATE: 10-05-2021	
DRAWN: JMS		DATE: 10-05-2021	
CLIENT: LAND AMERICA, LLC		DATE: 10-05-2021	
PROJECT NO.: 21-1256 PH307		FILE NAME: 21-1256 PH307 BND	
COUNTY: LEE		TOWNSHIP: 29	
RANGE: 25 E		SECTION: 29	
SHEET: 1		OF 1	