LAW OFFICE OF
Mattaniah S. Jahn, P.A.

935 Main Street, Suite C4
Safety Harbor, FL 34695
Telephone: (727) 773-2221
Facsimile: (727) 773-2616

SENT VIA WEBCONNECT UPLOAD

January 21, 2024

Dirk Danley Jr, AICP
Senior Planner
Lee County Department of Community Development
1500 Monroe Street, Fort Myers, FL 33901

RE: VB BTS II, LLC – US-FL-7108 Myerlee
STRAP 27-45-24-22-00000.00CE
PUD Amendment

Dear Mr. Danley:

On behalf of my client, VB BTS II, LLC (Vertical Bridge), find the included PUD Amendment and Final Plan Approval application to amend the Myerlee PUD - DCI2006-00037(84-3-28-DCI) with deviation requests for tower design and setback requirements and concurrent Final Plan Approval to allow a 149' AGL monopole style communications tower on STRAP 27-45-24-22-00000.00CE along with supporting documentation:

- Filing Fee Check
  - $5,000 PUD Amendment fee (Sent Separately)
- PUD Amendment and Final Plan Approval Application
- Agent of Record Affidavits:
  - Myerlee Golfside East Condominium Association, Inc. to Mattaniah S. Jahn
  - VB BTS II, LLC to Mattaniah S. Jahn
- Property Card
- Property Appraiser Aerial
- Declaration of Condominium
- Copy of 2023 Tax Bill
- Email Confirming HOA Approval
- Ground Lease & Memorandum of Lease
- Colocation Affidavit
- Legal Descriptions on 8.5 x 11 (graphically depicted on Boundary Survey)
- Title Report - Certificate
- Photo Simulations
- FAA Determination of No Hazard
- RF Justification Package

- T-Mobile FCC Licenses for Lee County
- Email to Lee County Mosquito Control District
- Lee County Port Authority Application Cover Letter
- Join Responsibility Affidavit
- Lee County Public Safety – No Objection
- Lee County Sheriff's Dept. – No Objection
- Fall Zone letter – 1 Electronic signed and sealed PDF
- NEPA Report and Addendum
- Collier County 911 Call Statistics for 2021
- Boundary Survey
- Site Plan Sets with Boundary & Landscaping - 1 Electronically signed and sealed PDF

Summary of Request

Vertical Bridge respectfully requests a PUD Amendment Approval upon STRAP 27-45-24-22-00000.00CE, to allow the use of Wireless Communication Facilities, with deviations from tower height and setback requirements, to allow a 149' AGL monopole style communication tower (monopole) and a 60.0' X 64.7' X 69.3' X 30.0' fenced equipment compound. The site is situated on the southwest corner of Myerlee Country Club Boulevard and Edgewater Circle. This request is being made on behalf of the property owner, Myerlee Golfside East Condominium Association, Inc., with the approval of the Homeowner's Association.

Applicable Land Development Code

DIVISION 11. WIRELESS COMMUNICATION FACILITIES

Sec. 34-1441. Purpose and intent.

...

Sec. 34-1442. Definitions.

...

Sec. 34-1443. Applicability and exemptions.

...

Sec. 34-1444. Permissible wireless facility locations.

...

Sec. 34-1445. Development review process.

(a) *Pre-application conference.*

(1) Prior to submitting an application for a wireless communication facility, the applicant may file a request for a pre-application conference with the Director. The purpose of the pre-application conference is to acquaint the participants with the applicable requirements of this chapter and with preliminary concerns of the Department.

Noted.

(b) *Zoning.*
(1) *Administrative review.* Where provided by this division, new antenna-supporting structures may be administratively approved in accordance with Section 34-174.
(2) *Special exception.*
a. Where, pursuant to Table 34-1447, a special exception is required, the application must be reviewed pursuant to the provisions of section 34-145(c) and this division.
b. *Appeal.* The Director or any aggrieved party may appeal decisions of the Hearing Examiner to the Board of County Commissioners following the procedures set forth in section 34-83(b), Zoning Actions. The Board of County Commissioners will treat the decision of the Hearing Examiner as a recommendation and not as a final decision. Appeals must be filed with the Director within 30 calendar days after the decision has been rendered.

(c) *Building permits and development orders.* Building permits and development orders are required for all wireless communication facilities in accordance with this chapter and Chapters 6 and 10.

Noted.

Sec. 34-1446. Application submittal requirements.

(a) *Minimum required information for all wireless communication facilities applications.* Every application for wireless communication facilities must include the following information. However, upon written request, on a form prepared by the County, the Director may modify the submittal requirements contained in this section where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request for a waiver or modification must be submitted to the Director prior to submitting the application. A copy of the request and the Director's written response must accompany the application and will become a part of the permanent file. The Director's decision is discretionary and may not be appealed.

(1) Documentation of authority and acceptance of responsibility for compliance with these regulations, executed by the property owner, the applicant, and the provider who will be placing antennas on the proposed or existing wireless communications facility.

Please see the enclosed Agent of Record Affidavits and Joint Responsibility Affidavit.

(2) The name, address, and telephone contact information for the owner of all proposed or existing antenna-supporting structures and wireless communication facilities; and an affidavit that such information will be updated annually or upon a change of ownership after the application is approved.

Vertical Bridge's contact information is provided on the enclosed Agent of Record Affidavit. Vertical Bridge will update their contact information with the County annually, in the event the contact information changes.

(3) A license (and for broadcast structures, a construction permit) issued by the FCC to transmit radio signals in Lee County.

Please see the enclosed FCC Licenses for T-Mobile

(4) New antenna-supporting structures must demonstrate there are no existing suitable structures available or higher priority zoning districts in the geographic search area. As part of that demonstration, the application must include a graphical representation of the geographic search area.

There are no existing communication towers in the area capable of meeting T-Mobile's RF objectives. T-Mobile's search ring consists of an area that includes a variety of residential districts, AG-2, CT, CS-1, CF, CC, CG, CPD, CFPD, C-1A, and MPUD zoning. The Monopole is proposed to be located within Myerlee PUD zoning, which allows the Monopole to be sited so that it has some of the largest residential separations possible in the area given the prevailing development pattern. Please see the enclosed RF Package.

(5) A statement confirming the overall height of the facility and all other facilities on the subject property, in terms of grade and sea-level.

Please see the enclosed FAA Determination of No Hazard Notice.

(6) A letter or letters:

a. Demonstrating consent from the Executive Director of the Lee County Port Authority if the wireless communications facilities is to be located within the County airspace notification limits of section 34-1107;
b. Confirming review and recommendation from the Lee County Mosquito Control District, the Lee County Sheriff's Department and the Director of Public Safety or their respective designee, for any wireless communication facility exceeding 35 feet;
c. Evidence of compliance with applicable Federal Aviation Administration requirements under 14 C.F.R. § 77, as amended, and evidence of proper Federal Communications Commission licensure, or other evidence of Federal Communications Commission authorized spectrum use.

These letters are not required for collocated and surface-mounted antennas.

Please see the enclosed Sheriff Concurrency Letter, as well as submittals to Public Safety, Port Authority, and Mosquito Control as well as the FAA Determination of No Hazard to Air Navigation.

(7) A survey of the subject property completed by a registered land surveyor which shows all existing conditions. This requirement does not apply to roof-mounted and surface-mounted antennas.

Please see the enclosed Survey.

(8) Photo-simulated post-construction renderings of the proposed wireless communications facility, equipment enclosures, and ancillary appurtenances as they would look after construction from areas where the proposed wireless communication facility will be visible according to the balloon test and sight lines. This requirement does not apply to collocations.

Please see the enclosed Photo Simulations.

(9) Shared use plan or copy of an executed shared use plan for the existing facility. (This is not required for a broadcast facility until such time as a request is made to collocate personal wireless service equipment.)

Please see the enclosed Collocation Affidavit confirming that the Monopole will be designed to support 3 sets of antennas and will be made available to co-locators at market rates. Please see the enclosed collocation affidavit as well as Sheet C-1.3.

(10) For new antenna support structures, to allow a determination that there are no existing structures on which the provider's proposed antennas could be located, a list and map identifying all existing wireless communications facilities to which the proposed facility will be a handoff candidate, including latitude, longitude, and power levels of each.

Please see pages 4 – 6 of the enclosed RF Package.

(11) Floor plans, elevations, and cross sections at a scale no smaller than ¼″ = 1′ (1:48) of any proposed accessory structure.

Please see the enclosed Site Plan Set.

(12) To scale elevation drawings, indicating the roof, facades, doors, and other exterior appearance and materials of the proposed wireless communication facility (signed and sealed by a professional engineer).

Please see the enclosed Site Plan Set.

(b) *Additional required information for wireless communication facilities requiring a public hearing.* In addition to the submittals required by sections 34-202 and 34-203, and the requirements of subsection (a) above, the following information must be provided:

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(1) *Lease required.* If the property owner is not a provider, the application must include a copy of an executed lease agreement or memorandum of lease between the applicant or property owner and a provider. Where no lease agreement has been executed, the applicant must include an affidavit signed by a provider attesting to the provider's intent to make application for development order approval to place antennas on the wireless communications facility if the zoning application is approved.

Please see the enclosed Memorandum of Lease Agreement.

(2) For antenna supporting structures, the graphic results of the balloon test conducted by the applicant pursuant to the requirements set forth in section 34-1446(d).

Vertical Bridge will comply.

(c) *Additional information for wireless communication facilities required at time of application for a development order or building permit.* In addition to the submittals required by subsection (a) above, the following information must be provided along with the application for a development order or building permit:

(1) A certificate of insurance as required by section 34-1450.

(2) Proof the wireless communications facility has been designed to withstand sustained winds in accordance with the Florida Building Code.

(3) Proof the antenna-supporting structure has been designed so that, in the event of structural failure, it will collapse within the boundaries of the leased area of the lot on which it is located.

(4) A stamped or sealed structural analysis of the wireless communication facility prepared by a professional engineer indicating the proposed and future loading capacity of the facility and specifying the design structural failure modes of the proposed facility; OR, where the wireless communication facility is to be mounted on an existing building or structure, a stamped or sealed structural analysis prepared by a professional engineer showing the ability of the building or structure to carry the load of the wireless communication facility.

(5) A landscape plan prepared by and bearing the seal of a landscape architect, including a narrative and calculations to ensure that the proposed landscaping will be in compliance with this Land Development Code. This requirement does not apply to roof-mounted or surface-mounted antennas.

(6) *Surety for removal.* A financial surety or other form of financial guarantee, payable to the County, to ensure timely removal of the facility in the event of abandonment, non-use or cessation of use. The surety must conform with the following requirements:

a. *Approval required.* The surety must be posted prior to issuance of a building permit or development order to guarantee the removal of the antenna-supporting structure. The amount of the surety must be acceptable to the Director. Additionally, before any surety instrument is accepted by the Director as in compliance with this section, the surety instrument must be reviewed and approved by the County Attorney's Office. Once

approved and funded, the surety instrument must be filed with the clerk of the Board of County Commissioners.

b. *Types of surety.*
   1. *Cash performance bond.*
   2. *Other types of security.* The Board may accept letters of credit or escrow account agreements or other forms of security provided the reasons for not obtaining the bond are stated and the County Attorney approves the document.

c. *Certified cost estimate required.* The amount of the surety will be based upon a professional engineer's certified cost estimate of the cost of removing the antenna-supporting structure from the site and properly disposing of the dismantled antenna-supporting structure.

d. *Initial amount of surety.* The required surety must be posted with the Board and made payable to the County in an amount equal to 110 percent of the full cost of removal of the wireless communication facility as set forth in the professional engineer's certified cost estimate.

e. *Annual increase required.* The amount of the surety must be kept in full force and effect and must be increased by ten percent compounded for each year the antenna-supporting structure remains on the site.

f. *Surety to remain in effect.* The approved surety must remain funded until the wireless communication facility is removed from the site and properly disposed of.

g. *County's use of surety funds.* The County may use the posted surety funds to remove or secure a wireless communication facility upon a determination of abandonment, non-use or cessation of use as set forth in section 34-1451. In the event the posted amount of surety funds is insufficient to cover the full cost of removal, the County may file a lien on the site property for the amount of unpaid costs, including legal fees.

h. *Exemption from surety requirement.* The Director may, with approval from the County Attorney's Office, exempt a municipality or governmental entity from the surety requirement,

Noted.

(d) *Balloon test.* Within 35 calendar days after an Application for an antenna-supporting structure has been deemed complete, the applicant must conduct a balloon test in accordance with the following regulations:

(1) Seven to 14 calendar days in advance of the first test date, the applicant must advertise, in a newspaper of general circulation in the County the dates (including a second date, in case of poor visibility on the initial date), times, and location of this balloon test. A copy of the ad and proof of publication must be provided to the Director as part of the application.

(2) At least 14 calendar days in advance of this balloon test, the applicant must inform the Director, in writing, of the dates and times of the test.

(3) The balloon must be flown for at least eight consecutive hours between 7:00 am and 7:00 pm on the dates chosen.

(4) The applicant must provide photographs of the balloon taken from each sight line. The photographs must identify the sight lines and distances from the proposed antenna-supporting structure.

Please see the enclosed Photo simulations. A Ballon Test will be performed once the application is deemed complete.

Sec. 34-1447. Development regulations.

The development regulations set forth herein apply to all wireless communications facilities as indicated.

(a) *Collocations.*

(b) Where permissible—Antenna-supporting structures.

TABLE 34-1447. PERMISSIBLE
ANTENNA-SUPPORTING
STRUCTURE HEIGHTS, LOCATIONS
AND APPLICABLE REVIEW PROCESS

Zoning Classification	Maximum Overall Height Allowed by the Administrative Approval Process	Overall Height Requiring Approval by Special Exception
Agricultural[5]	75 feet[1]	75.1—149 feet
Residential[2, 4]	**35 feet**	**35.1—75 feet**
PRFPD[3]	35 feet	Not Allowed
All other zoning districts[5]	*90 feet*	*90.1—149 feet*

(***Emphasis*** provided)

Notes:

[2] Includes single-family, two-family, multiple-family, and mobile home residential zoning districts, recreational vehicle park districts, and residential, mobile home, recreational vehicle, residential planned developments, and mixed use planned developments, and planned unit developments.

[4] A variance is required, in addition to the special exception, for an antenna supporting structure which exceeds 75-foot height limit.

Vertical Bridge respectfully proposes to construct a 149' AGL monopole style communications tower in order to meet T-Mobile's RF objectives. As such, Vertical Bridge respectfully requests a PUD deviation 34-1447(b) of 74' to allow a 149' tall structure in lieu of the 75' height cap.

(c) *District impacts minimized.*

(1) *Generally.* Antenna-supporting structures must be located in a manner that is consistent with the County's interest in land use compatibility, within and between zoning districts, as set forth in this chapter's zoning district regulations, section 34-611, et seq.

The Monopole and its compound will be setback as follows:

Monopole:

	Required:	Provided:	Relief Requested:
North:	**149'**	**1,210'**	**N/A**
East:	**149'**	**683'**	**N/A**
South:	**149'**	**117'**	**32'**
West:	**149'**	**28'**	**125'**

Compound:

	Required:	Provided:
North:	**20'**	**1,188'**
East:	**20'**	**111'**
South:	**15'**	**70'**
West:	**15'**	**15'**

The Monopole and its compound will meet or exceed the LDC required district standards, with the exception of reductions of 32' to the south and 121' to the west. Therefore, Vertical Bridge respectfully requests the following two deviations:

One deviation from 34-1447(c)(1) in the amount of 32', allowing a southern tower setback of 117' in lieu of 149' and one deviation from 34-1447(c)(1) in the amount of 125', allowing a western tower setback of 28' in lieu of 149'. Both deviation requests are technical in nature as the neighboring parcel to the South and West is a golf course. Therefore, the sound planning objective of providing 100% tower height separation from the nearest residential properties in those directions is met several times over as the nearest residential structures to the South and West are located 789' and 858' away, respectively. Please see Sheets C-1.0 and C-1.1

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(2) *Siting priorities.* In order to justify the construction of an antenna-supporting structure, the applicant must demonstrate that higher ranking alternatives in the following hierarchy, beginning with a., do not constitute reasonable, compatible or feasible alternatives. Such demonstration must include a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Collocated or combined antennas.
b. Surface-mounted antennas.
c. Roof-mounted antennas.
d. Antenna supporting structures.

There are no existing towers or tall structures in the area that T-Mobile could collocate upon and meet its RF objectives. Please see the enclosed RF Package and Sheet C-1.0.

(3) *Proliferation minimized.*

a. *Generally.* No antenna-supporting structure will be permitted unless the applicant demonstrates that the proposed antenna cannot be accommodated on an existing building, structure or antenna supporting structure.

There are no existing towers or tall structures in the area that T-Mobile could collocate upon and meet its RF objectives. Please see the enclosed RF Package and Sheet C-1.0.

b. *Additional documentation.* Additional documentation may also be submitted to demonstrate compliance with this section:
1. That no existing buildings or structures within the geographic search area meets the applicant's radio frequency engineering requirements;
2. That no building or structure within the geographic search area has sufficient structural strength to support the applicant's radio frequency engineering requirements; or
3. That there are other radio frequency engineering factors that render surface-mounted, roof-mounted or collocated wireless communication facilities unfeasible.

Please see the enclosed RF Package.

(4) *Zoning district priorities.* In order to justify locating a proposed antenna-supporting structure within a zoning district lower in the hierarchy below, the applicant must adequately demonstrate that siting alternatives within higher ranked districts, beginning with a., are not reasonable or feasible. This demonstration must include the submission of a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Industrial;
b. Commercial;
c. Marine-oriented;
d. Community Facilities (CF) and Airport Operations Planned Development (AOPD);
e. Agricultural;
f. Recreational vehicle;

g. ***Residential (including mobile home);***
h. Private recreational facilities planned development (PRFPD);
i. Environmentally critical (EC).

(***Emphasis*** provided)

There are no existing communication towers in the area capable of meeting T-Mobile's RF objectives. T-Mobile's search ring consists of an area that includes a variety of residential districts, AG-2, CT, CS-1, CF, CC, CG, CPD, CFPD, C-1A, and MPUD zoning. While some higher priority districts exist within the search ring, siting the Monopole within Myerlee PUD zoning, allows the Monopole to be sited so that it will have some of the largest residential separations possible in the area given the prevailing development pattern. Please see Sheet C-1.0 as well as the enclosed RF Package.

(d) *Visual impacts minimized.*

(1) *Generally.* Antennas must be configured in a manner that is consistent with the character of the surrounding community and must be of a color that blends with the structure to which it is attached, so that adverse visual impacts on adjacent properties are minimized. Antenna concealment screening should also be used when possible.

The Monopole will be on condominium common lands, near the clubhouse building, abutting land for the Myerlee Golf Course. The buildings of the condominium itself help function as intervening buffers between the Monopole and most off-site residential uses to the North and East. Further, the Myerlee Golf Course's open space provides separation buffering several times the distance required under the LDC (5.75 times tower height to the West and 5.3 times tower height to the South, respectively). Further, mature trees are scattered throughout the area, which help break up the area's viewsheds and buffer the Monopole from off-site residential uses. Finally, the Monopole will be a dull gray and completely dark at night. Please see the enclosed Site Plan Set, and Photo Simulations, and FAA Determination of No Hazard to Air Navigation.

(2) *Monopole design required.* Unless approved as either a roof-mounted or surface-mounted facility, all antenna support structures must be a monopole, with all transmission cable/wiring concealed inside.

Vertical Bridge is proposing to construct a monopole style communication tower. Please see Sheet C-1.3.

(3) *Antenna type priorities.* In order to justify the use of an antenna-type lower in the hierarchy below, the applicant must adequately demonstrate that higher ranked alternatives in the following hierarchy, beginning with a., are not reasonable or feasible. This demonstration must include the submission of a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Flush-mounted;
b. Panel;

c. Whip;
d. Dish.

T-Mobile's deployment will consist of panel antennas to meet its RF objectives. Please see the enclosed RF package.

(4) *Camouflage, screening, taping, and placement.*

a. *Color.* Antenna-supporting structures and ancillary appurtenances, including transmission lines, must maintain a galvanized gray finish or other contextual or compatible color as determined by the County, except as otherwise required by the FAA or FCC.

The Monopole will be galvanized gray and taped per the LDC. Please see Sheet C-1.3.

b. *Fencing.* The developer of a wireless communication facility must install a fence or wall not less than eight feet and not more than ten feet in height from finished grade to enclose the base of the antenna-supporting structure and equipment enclosures associated with any wireless communication facility. Access to the antenna-supporting structure must be controlled by a locked gate. The fence must be constructed in accordance with section 34-1742. Not more than three strands of barbed wire, spaced six inches apart, may be allowed above the fence.

Vertical Bridge will comply. Please see Sheets C-1.2 and C-2.0.

c. *Landscaping.*
1. A landscaped buffer of at least ten feet in width must be planted along the entire exterior perimeter of the fence or wall required by subsection b. above. Where the proposed antenna-supporting structure will be located adjacent to a residential or public recreational use, or a lot within a residential zoning district, the landscaped buffer must be at least 15 feet in width.
2. A buffer required by this section must contain sabal palms planted ten feet on center, and a double hedge row of native shrubs. Section 10-420 planting standards must be met. The hedge must be maintained at a minimum height equivalent to the fence height. Except where the proposed antenna-supporting structure will be located adjacent to a residential lot, public recreational use, or right-of-way, the landscaped buffer must include six feet in height native canopy trees planted ten feet on center, instead of the sabal palms required above.
3. Where these regulations would require existing facilities to meet current landscape requirements, the Director may reduce or eliminate such requirements if the Director determines that the requirements would be unreasonable, infeasible or otherwise inequitable under the circumstances. The Director's decision is discretionary and may not be appealed. Applicants may apply for a variance from the landscaping requirements herein.

The Monopole's compound will have the code required 10' landscape buffer on the North, South, and West sides. Vertical Bridge respectfully requests to place the landscape buffer

plantings that would normally be on the East side of the compound immediately to the Southwest. This moves the buffer plantings from a side of the compound that is internal to the parent parcel and places them in an area where they can help buffer the compound from external views. Please see Sheets C-1.0, C-1.1, C-1.2, and L-1.

d. *Other facilities.*
1. …

e. *Taping.* The developer of a wireless communication facility must install taping around the antenna-supporting structure in conformance with the following:
1. The tape must be six-inch 3M Diamond Grade^{tm} VIP Reflective Sheeting, series 3990.
2. The taping must start at 20 feet above surface.
3. The taping must be at ten-foot intervals.
4. The tape must be wrapped around the support pole and overlap by one inch for a good seal.

Vertical Bridge will comply. Please see Sheet C-1.3.

(e) *General property development regulations.*

(1) *Setbacks.*

a. *New facilities.* All new antenna-supporting structures must meet the setback requirements for the zoning district in which they are proposed or a distance equal to their overall height from all lot lines of the fee property on which they are proposed, which ever is greater; unless a greater distance is required as a condition of the approval. A monopole with internal antennas must be setback a distance equal to one-half of its overall height from all lot lines of the fee property on which it is proposed, unless a greater distance is required as a condition of the approval or a variance is granted.

The Monopole and its compound will be setback as follows:

Monopole:

	Required:	Provided:	Relief Requested:
North:	**149'**	**1,210'**	**N/A**
East:	**149'**	**683'**	**N/A**
South:	**149'**	**117'**	**32'**
West:	**149'**	**28'**	**125'**

Compound:

	Required:	Provided:
North:	**20'**	**1,188'**
East:	**20'**	**111'**
South:	**15'**	**70'**
West:	**15'**	**15'**

The Monopole and its compound will meet or exceed the LDC required district standards, with the exception of reductions of 32' to the south and 121' to the west. Therefore, Vertical Bridge respectfully requests the following two deviations

One deviation from 34-1447(c)(1) in the amount of 32', allowing a southern tower setback of 117' in lieu of 149' and one deviation from 34-1447(c)(1) in the amount of 125', allowing a western tower setback of 28' in lieu of 149'. Both deviation requests are technical in nature as the neighboring parcel to the South and West is a golf course. Therefore, the sound planning objective of providing 100% tower height separation from the nearest residential properties in those directions is met several times over as the nearest residential structures to the South and West are located 789' and 858' away, respectively. Please see Sheets C-1.0 and C-1.1

b. *Replacement facilities.* No replacement facility within the approved compound area may be placed closer to a lot line than the wireless communication facility it is replacing.

N/A.

c. Ancillary appurtenances, and equipment enclosures must meet the minimum setback requirements for the zoning district in which they are proposed, as well as those set forth in section 34-2191, et seq.

The Monopole's compound will have the following setbacks:

	Required:	Provided:
North:	**20'**	**1,188'**
East:	**20'**	**111'**
South:	**15'**	**70'**
West:	**15'**	**15'**

Therefore, the Monopole's compound will meet all required setbacks for this PUD. Please see Sheet C-1.1.

(2) *Height.*

a. All antenna-supporting structures must comply with the requirements of section 34-1008.

…

e. In all other cases, the overall height of an antenna-supporting structure approved in accordance with section 34-1445 may not exceed 149 feet, except as provided below:
   1. FCC approved AM broadcast antenna-supporting structures may not exceed 250 feet in overall height.
   2. All other FCC approved broadcast antenna-supporting structures may not exceed 500 feet.

The Monopole will be 149' AGL, therefore, it will comply with this section of the LDC. Please see Sheet C-1.3.

f. In no event may the provisions set forth in section 34-2174 apply to wireless communication facilities.

Noted.

g. The overall height of ground-mounted equipment or equipment enclosure may not exceed 12 feet.

Vertical Bridge will comply.

h. Private aircraft and helicopter landing facilities. In addition to the provisions of section 34-1001, et seq., antenna-supporting structures proposed within a designated notification height boundary of a private aircraft or helicopter landing facility, as specified on the Airspace Notification Map, will be limited to the height specified by that boundary, according to the proposed facility's distance from the runway or landing facility.

Noted.

(f) *Construction.*

(1) *Type of construction.* Broadcast facilities may utilize lattice or guyed antenna-supporting structures. All other wireless facilities are limited to monopole antenna-supporting structures.

Vertical Bridge is proposing to construct a monopole style communication tower. Please see Sheet C-1.3.

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(2) *Accommodation of future collocations.*

a. Antenna-supporting structures should be designed to accommodate future collocations.
b. The applicant must submit a shared use plan that commits the owner of the proposed antenna-supporting structure to accommodating future collocations where reasonable and feasible in light of the criteria set forth in this section.

The Monopole will be designed to support up to 3 sets of antennas. Vertical Bridge will make the unused collocations available at market rates. Please see Sheet C-1.3 as well as the enclosed Collocation Affidavit.

(3) *Lighting.*

a. Except for security lighting and site lighting, other types of lights, signals or illumination will only be permitted on an antenna-supporting structure or ancillary appurtenances where lighting is required by the FAA, FCC, the County, or the Lee County Mosquito Control District.

The Monopole will not be lighted. Please see Sheet C-1.3 as well as the enclosed FAA Determination of No Hazard to Air Navigation.

b. *Security lighting.* Security lighting and site lighting may be placed in association with an approved equipment enclosure. Site lighting must remain unlit except when authorized personnel are present at the facility. Security lighting and site lighting must be shielded to prevent light trespass.

Noted.

c. *Required lighting.*
   1. All antenna-supporting structures 150 feet or greater in height above ground level must be artificially lighted and maintained pursuant to the technical requirements of the Federal Aviation Administration's current Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, as amended, or other appropriate aviation authority. Unless pre-empted by FAA or FCC regulations, all lighting must be approved in conjunction with the development order for the facility.
   2. If the height of a structure under construction equals or exceeds the height at which permanent obstruction lights are required by the FAA, FCC or the Division of Development Services, temporary high or medium intensity flashing lights must be installed at that level in accordance with Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, as amended.

N/A.

(4) *Notice of commencement of construction.*

a. Forty-eight hours before commencing construction of an antenna-supporting structure, and within 48 hours after the antenna-supporting structure construction reaches its maximum height, the Lee County Port Authority, Sheriff's office, Emergency Medical

Services, the local fire district and the Lee County Mosquito Control District must be notified by the entity constructing the antenna-supporting structure. Notice must include the location of the antenna-supporting structure tied to the state plane coordinate system for the Florida West Zone (North American Datum of 1983/1990 Adjustment).

Noted.

b. The tall structures permit application will not be issued if the proposed construction or alteration is found to violate the provisions of this Article VI, division 10, subdivision iii (section 34-1001, et seq.) or any other applicable federal or state rules or regulations. No tall structures permit will be issued if all Federal Aviation Administration and County Port Authority comments are not addressed to the satisfaction of the County Port Authority. The applicant will be forwarded a written notice if the tall structures permit is denied, from the County Port Authority. This written notice must specify the reason for objections and suggestions for compliance under this subdivision and all other applicable federal or state rules and regulations.

Please see the enclosed Lee County Port Authority Tall Structures Permit Request.

(5) *Floor area.* Floor area will be calculated based on the total impervious surface associated with an equipment enclosure. Floor area may not exceed 400 square feet per antenna array without approval by special exception.

The compound equipment will consist of equipment cabinets and generators. No shelters are currently proposed. Please see Sheet C-1.3.

(g) *Signage.*

(1) Signs on antenna-supporting structures, ancillary appurtenances, equipment enclosures, or on any fence or wall are prohibited unless permitted in accordance with this subsection.

(2) If high voltage is necessary for the operation of proposed wireless communications facilities, "High Voltage-Danger" and "No Trespass" warning signs not greater than one square foot in area must be permanently attached to the fence or wall at intervals of not less than 40 feet and upon the access gate, or as otherwise required by the FAA or FCC.

(3) A sign not greater than one square foot in area must be attached to the access gate that includes the following information:

a. Federal registration number, if applicable;
b. Name of property owner, facility owner, providers, and contact person; and
c. An emergency contact number for the contact person.

Please see Sheets C-2.2 and N1, Signage Note.

Secs. 34-1448, 34-1449. Reserved.

Sec. 34-1450. Fees and insurance.

(a) Antenna-supporting structures and wireless communications facilities must be insured by the owner against damage to persons and against damage to property. Owner must provide a Certificate of Insurance to the Director annually.

Vertical Bridge will comply.

(b) Fees for antenna-supporting structures and wireless communications facilities permitting and renewal, monitoring of emissions and inspection of structures, and other fees will be established by the Board.

Noted.

Sec. 34-1451. Discontinued use.

(a) *Notice of discontinued use.* The owner of an antenna-supporting structure 750 feet or greater in height, the use of which has been discontinued for a period of one year, on an annual basis must provide the Director with an affidavit of an intention to continue the use, including a description of the owner's efforts to keep the facility in use. If the affidavit is not provided the Director may make a preliminary determination of discontinued use. For any other antenna-supporting structure, the use of which is discontinued for a period of 180 days, the Director may make a preliminary determination of discontinued use. In making such a determination, the Director may request documentation and affidavits from the property owner regarding the structure's usage, including evidence that use of the structure is imminent. The failure of a property owner to provide updated contact information on the owner of the antenna-supporting structure for two consecutive years will be presumptive evidence of discontinued use. If the Director determines that the use of an antenna-supporting structure or antenna has been discontinued, the Director will provide the property owner with a written notice of discontinued use by certified mail.

(b) *Declaration of discontinued use.* If the property owner fails to respond to the notice of discontinued use or to adequately demonstrate that the use of the antenna or antenna-supporting structure is not discontinued within 90 days, such failure will be evidence of discontinued use. Based on the foregoing, or on any other relevant evidence provided to the Director, the Director may make a final determination of discontinued use, whereupon a declaration of discontinued use will be issued to the property owner by certified mail.

(c) *Removal of facility.* Within 120 days of a declaration of discontinued use, the property owner must either: (1) reactivate the use of the antenna or antenna-supporting structure as a wireless communications facility or transfer ownership of the antennas or antenna-supporting structure to another owner who will make use of the facility; or (2) dismantle and remove the facility. If transfer of ownership occurs, the new owner must supply the Director with an affidavit attesting that the antennas or antenna-supporting structure will be in use within 120 days of the transfer in accordance with (1), above. If the facility remains discontinued upon the expiration of 120 days, the County may enter upon the property and remove the facility, with

all costs to be borne by the property owner. The County may use the funds posted in the surety for this purpose.

Please see Sheet GN1, Discontinued Use Note.

Sec. 34-1452. Nonconforming antenna-supporting structures.

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Sec. 34-1453. Variance criteria.

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Secs. 34-1454—34-1490. Reserved.

Subdivision IV. Planned Unit Development District

Sec. 34-1031. Applicability.

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Sec. 34-1039. Amendments to built Planned Unit Developments.

Any part or all of a PUD Planned Unit Development which is built may be the subject of an application for a variance, special exception or other approval covered by this chapter wherein the subject property is the only part of the original PUD for which the approval is sought. If the subject property meets the threshold for a Development of County Impact, it must be reviewed in accordance with the provisions in this chapter which apply to Developments of County Impact. If the subject property is not a Development of County Impact, it will be reviewed in accordance with the provisions in this chapter which apply to conventional zoning districts. In either case, the applicant must be the owner of the property and the consent of the owners of the remainder of the original PUD is unnecessary. However, these owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property.

For the purposes of this section, the term "built" means that the roads, utilities, buffering, open space, surface water management features and structures, common space, common amenities, common landscaping, gatehouses, entrance signs, entrance ways and other similar items identified as part of the final approved Master Concept Plan have been constructed and acknowledged by the County as complete. In the case of PUDs, which include residential structures, the term "built" does not mean that all residential structures have been constructed on individual platted lots.

Vertical Bridge respectfully proposes to amend the Myerlee PUD - DCI2006-00037(84-3-28-DCI) with three deviation requests for height design and setback requirements, to allow a 149' AGL monopole style communication tower upon STRAP 27-45-24-22-00000.00CE. The Monopole is proposed to solve a significant gap in T-Mobile's service in the area in around the Myerlee Golf Course.

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DIVISION 4. HEARING EXAMINER

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Sec. 34-145. Functions and authority.

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(3) *Findings/review criteria.* Before granting a variance, the Hearing Examiner must find the following review criteria are satisfied:

a. The property has inherent exceptional conditions that cause the application of the regulation to create a hardship (as defined in Section 34-2) on the property owner.

The shape of the parcel combined with the overall development pattern of the area, when accounting for property availability, creates exceptional conditions. These conditions will effectuate a hardship upon T-Mobile, the ultimate user of the land, as they will not be able to solve a significant in their service to this area of Lee County. Please see Sheets C-1.0 and C-1.1 as well as the enclosed RF package.

b. The exceptional conditions are not the result of actions of the property owner taken subsequent to the adoption of the ordinance.

The exceptional conditions are not the result of actions of the property owner. Rather, they result from a combination of the physical propagation characteristics of T-Mobile's RF signal in the area combined with the overall platting and development patterns of the service gap area.

c. The variance granted is the minimum variance that will relieve the unreasonable burden caused by the application of the regulation to the property.

The height of the Monopole is driven by the RF need. 149' AGL is the minimum height necessary to solve T-Mobile's gap in service. Further, the siting of the Monopole is constrained by the RF propagation characteristics. Given the platting and development patterns in the area, the height and setback deviations are the minimum necessary to both solve T-Mobile's gap in service while meeting the sound planning objective of providing 100% tower height separation from residential units that are not associated with the project.

d. The granting of the variance will not be injurious to the neighborhood or detrimental to the public welfare.

The contrary is true. The deviations are only requested so as to both solve the gap in T-Mobile's wireless service to the public while siting the Monopole so that it provides the LDC required residential separation to houses that are not associated with the project. The

Monopole will further both the neighborhood and public welfare through providing reliable wireless coverage that can process the increased traffic demands in the area. In neighboring Collier County, 84.14% of all 911 calls in 2021 came from wireless numbers. This shows that reliable wireless service is no longer a luxury, it is a necessity.

e. The variance is consistent with the Lee Plan.

The Tower Code is the implementation of the Lee Plan relative to communication towers in Lee County. The Vertical Bridge is only requesting the deviations from the height cap and the lot line setback requirements so as to solve a significant gap in T-Mobile's coverage while meeting the spirit of the Lee plan and the Tower Code by providing 100% separation to the off-site residential uses to the East on the other side of Edgewater Court. Please see Sheets C-1.0, C-1.1, and C-1.3 as well as the enclosed RF Package and Photo Simulations.

(4) *Special findings.* The Hearing Examiner must also make special findings in variances for the following:

a. *Wireless communication facilities.*

1. Denial would have the effect of prohibiting the provision of personal wireless services;

Denial of the deviations would prevent T-Mobile from solving a significant gap in its service to the area. Please see the Enclosed RF Package.

2. Denial would unreasonably discriminate among providers of functionally equivalent personal wireless services;

Vertical Bridge respectfully submits that a failure to approve the structure would be unreasonable discrimination as T-Mobile is attempting to resolve a known and present service gap in the area, which prevents T-Mobile's users from obtaining reliable coverage. Please see the enclosed RF Package.

3. The variance is necessary to ensure adequate public safety and emergency management communications;

As discussed above, T-Mobile is attempting to resolve a known and present service gap in reliable service in the area. As also discussed above, wireless connections to the 911 service are prolific, with 84.14% of all 911 calls in neighboring Collier County originating from wireless numbers. Therefore, Vertical Bridge respectfully submits that the Monopole is necessary to ensure adequate public safety and emergency management communications. Please see the enclosed RF Package and 911 Call Statistics.

4. The variance is the minimum necessary in order for the applicant to provide broadcast services pursuant to an FCC-issued license or construction permit (existence of an FCC license requiring a broadcast antenna at a given height will constitute a presumption that this requirement has been met);

The height of the Monopole is driven by the RF need. 149' AGL is the minimum height necessary to solve T-Mobile's gap in service. Further, the siting of the Monopole is constrained by the RF propagation characteristics in T-Mobile's network. Given the platting and development patterns in the area, the height and setback deviations are the minimum necessary to both solve T-Mobile's gap in service while meeting the sound planning objective of providing 100% tower height separation from residential units that are not associated with the project.

5. Denial would have the effect of prohibiting the provision of amateur radio services; or

Denial of the deviations would prevent T-Mobile from solving a significant gap in its service to the area. Please see the Enclosed RF Package.

6. The variance will obviate the need for additional antenna-supporting structures in the geographic search area.

As stated above, the Monopole is the minimum height necessary to meet T-Mobile's RF objectives. Further, the Monopole will minimize the need for other carriers to deploy multiple towers in the area as it will be designed to collocate up to 3 service providers and those collocations will be made available at market rates. Please see Sheet C-1.3 as well as the enclosed Collocation Affidavit and RF Package.

b. ...

...

e. The Hearing Examiner has the final decision-making authority on the following matters:

1. Board-initiated applications to rezone County-owned property to the Environmentally Critical (EC) District.
2. Applications for conventional rezoning.
3. Applications for amendments to planned developments when the request is limited to:
   i. Amendments to the master concept plan, schedule of uses, or property development regulations that do not affect the maximum density or intensity permitted in the planned development;
   ii. Requests for consumption on premises;

iii. Requests for wireless telecommunication facilities;

iv. Requests for an increase in the maximum number of fuel pumps in conjunction with a convenience food and beverage store provided that the use is already approved in the planned development;

v. Changes to conditions and deviations; or

vi. Requests to establish or increase density within the Mixed Use Overlay; and (**emphasis** provided)

Vertical Bridge respectfully proposes to amend the Myerlee PUD - DCI2006-00037(84-3-28-DCI) with three deviation requests for tower design and setback requirements, to allow a 149' AGL monopole style communication tower upon STRAP 27-45-24-22-00000.00CE. The Monopole is proposed to solve a significant gap in T-Mobile's service in the area in around the Myerlee Golf Course.

...

(4) *Findings/review criteria.*

a. *Approval.* Before approval or recommending approval for:

1. *Rezonings generally.* The Hearing Examiner must find the request:

a) Complies with the Lee Plan;

The Tower Code is the implementation of the Lee Plan relative to communication towers. The Monopole meets or exceeds all of the requirements of the applicable Land Development Code with the exception of the deviation requests for height and setbacks from the golf course parcel the South and West. Given the platting and development patterns in the area, the setback deviations are the minimum necessary to both solve T-Mobile's gap in service while meeting the sound planning objective of providing 100% tower height separation from residential units that are not associated with the project. Therefore, Vertical Bridge respectfully submits that the Monopole is consistent with the Lee Plan. Please see Sheets C-1.0, C-1.1, and C-1.3 as well as the enclosed RF Package and Photo Simulations.

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

With the exception of the height and golf course deviations, the Monopole meets or exceeds all applicable regulations under the LDC. The height deviation is requested so as to solve a significant gap in T-Mobile's wireless service to the area. Conversely, the golf course setback deviations will allow the Monopole to be sited in a way that meets or exceeds the LDC required residential separation to off-site residential uses. Please see Sheets C-1.0 and C-1.3 as well as the enclosed RF Package.

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

As discussed above, the Monopole will meet all requirements of the applicable LDC with the exception of the height and golf course setback deviations. The Monopole will exceed the required separations to off-site residential uses and will take advantage both open space and of mature vegetation to assist in buffering. Therefore, Vertical Bridge respectfully submits that the Monopole will be compatible with the area that it is situated within. Please see Sheets C-1.0, C-1.1, and C-1.3 as well as the enclosed RF Package and Photo Simulations.

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

The Monopole will generate one trip per carrier per month, typically in a pickup truck sized vehicle. Therefore, the Monopole's driveway from Edgewater will provide sufficient access to the project. Please see Sheet C-1.1

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

The Monopole will generate one trip per carrier per month, typically in a pickup truck sized vehicle. Therefore, the Monopole will not impact the County's transportation facilities. Please see Sheet C-1.1

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

N/A. The Monopole will be located on a developed parcel and will not impact environmentally critical and sensitive areas or natural resources. Please see the enclosed NEPA and SHPO Support Research Reports.

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

N/A. The Monopole will only require power and telco connections.

2. *Planned development rezonings.* The Hearing Examiner must also find:

a) The proposed use or mix of uses is appropriate at the proposed location.

Vertical Bridge respectfully submits that the Monopole will be an appropriate addition to the existing mix of uses as it will allow T-Mobile to provide reliable wireless service to the uses in the area. Please see the enclosed RF Package.

b) The recommended conditions provide sufficient safeguards to the public interest and are reasonably related to the impacts on the public's interest expected from the proposed development.

Vertical Bridge respectfully submits the Monopole balances the public's interests by solving a significant gap in T-Mobile's service to the public in this area while siting the Monopole so that it will meet or exceed the LDC's required residential separation to off-site residential uses. Please see Sheet C-1.0 as well as the enclosed RF Package and Photo Simulations.

c) If the application includes deviations pursuant to Section 34-373(a)(9), that each requested deviation:

1) Enhances the achievement of the objectives of the planned development; and

As discussed above the height and golf course setback deviations will allow the Monopole to be sited in such a way so that it will exceed the required separations to off-site residential uses and will take advantage both open space and of mature vegetation to assist in buffering. Conversely, the deviations will accomplish the sound planning objective of providing reliable wireless service to the public in the area.

2) Protects the public health, safety and welfare.

The Monopole will further the public welfare through providing reliable wireless coverage that can process the increased traffic demands in the area. In neighboring Collier County, 84.14% of all 911 calls in 2021 came from wireless numbers. This shows that reliable wireless service is no longer a luxury, it is a necessity. Please see the enclosed RF package and 911 Call Statistics.

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Sec. 34-146. Final decision; judicial review.

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Secs. 34-147—34-170. Reserved.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,

Mattaniah S. Jahn, Esq.
MSJ/cjlb
enclosures

LAW OFFICE OF
Mattaniah S. Jahn, P.A.

935 Main Street, Suite C4
Safety Harbor, FL 34695
Telephone: (727) 773-2221
Facsimile: (727) 773-2616

SENT VIA WEBCONNECT UPLOAD

February 20, 2024

Dirk Danley Jr, AICP
Senior Planner
Lee County Department of Community Development
1500 Monroe Street, Fort Myers, FL 33901

RE: VB BTS II, LLC – US-FL-7108 Myerlee
STRAP 27-45-24-22-00000.00CE
PUD Amendment – DCI2024-00010

Dear Mr. Danley:

On behalf of my client, VB BTS II, LLC (Vertical Bridge), find the included PUD Amendment and Final Plan Approval application to amend the Myerlee PUD - DCI2006-00037(84-3-28-DCI) with deviation requests for tower design and setback requirements and concurrent Final Plan Approval to allow a 149' AGL monopole style communications tower on STRAP 27-45-24-22-00000.00CE along with supporting documentation:

New Documents:

- Application for Planned Development Public Hearing Unincorporated Areas Only
- Disclosure of Interest
- List of Surrounding Propery Owners
- Map of Surrounding Property Owners
- Mailing Labels
- Zoning Resolutions List

Previously Submitted Documents:

- Agent of Record Affidavits:
  - Myerlee Golfside East Condominium Association, Inc. to Mattaniah S. Jahn
  - VB BTS II, LLC to Mattaniah S. Jahn
- Property Card
- Property Appraiser Aerial
- Declaration of Condominium
- Copy of 2023 Tax Bill
- Email Confirming HOA Approval
- Ground Lease & Memorandum of Lease
- Colocation Affidavit

- Legal Descriptions on 8.5 x 11 (graphically depicted on Boundary Survey)
- Title Report - Certificate
- Photo Simulations
- FAA Determination of No Hazard
- RF Justification Package
- T-Mobile FCC Licenses for Lee County
- Email to Lee County Mosquito Control District
- Lee County Port Authority Application Cover Letter
- Join Responsibility Affidavit
- Lee County Public Safety – No Objection
- Lee County Sheriff's Dept. – No Objection
- Fall Zone letter – 1 Electronic signed and sealed PDF
- NEPA Report and Addendum
- Collier County 911 Call Statistics for 2021
- Boundary Survey
- Site Plan Sets with Boundary & Landscaping - 1 Electronically signed and sealed PDF

Summary of Request

Vertical Bridge respectfully requests a PUD Amendment Approval upon STRAP 27-45-24-22-00000.00CE, to allow the use of Wireless Communication Facilities, with deviations from tower height and setback requirements, to allow a 149' AGL monopole style communication tower (monopole) and a 60.0' X 64.7' X 69.3' X 30.0' fenced equipment compound. The site is situated on the southwest corner of Myerlee Country Club Boulevard and Edgewater Circle. This request is being made on behalf of the property owner, Myerlee Golfside East Condominium Association, Inc., with the approval of the Homeowner's Association.

Applicable Land Development Code

DIVISION 11. WIRELESS COMMUNICATION FACILITIES

Sec. 34-1441. Purpose and intent.

…

Sec. 34-1442. Definitions.

…

Sec. 34-1443. Applicability and exemptions.

…

Sec. 34-1444. Permissible wireless facility locations.

…

Sec. 34-1445. Development review process.

(a) *Pre-application conference.*

(1) Prior to submitting an application for a wireless communication facility, the applicant may file a request for a pre-application conference with the Director. The purpose of the pre-application conference is to acquaint the participants with the applicable requirements of this chapter and with preliminary concerns of the Department.

Noted.

(b) *Zoning.*

(1) *Administrative review.* Where provided by this division, new antenna-supporting structures may be administratively approved in accordance with Section 34-174.

(2) *Special exception.*

a. Where, pursuant to Table 34-1447, a special exception is required, the application must be reviewed pursuant to the provisions of section 34-145(c) and this division.

b. *Appeal.* The Director or any aggrieved party may appeal decisions of the Hearing Examiner to the Board of County Commissioners following the procedures set forth in section 34-83(b), Zoning Actions. The Board of County Commissioners will treat the decision of the Hearing Examiner as a recommendation and not as a final decision. Appeals must be filed with the Director within 30 calendar days after the decision has been rendered.

(c) *Building permits and development orders.* Building permits and development orders are required for all wireless communication facilities in accordance with this chapter and Chapters 6 and 10.

Noted.

Sec. 34-1446. Application submittal requirements.

(a) *Minimum required information for all wireless communication facilities applications.* Every application for wireless communication facilities must include the following information. However, upon written request, on a form prepared by the County, the Director may modify the submittal requirements contained in this section where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request for a waiver or modification must be submitted to the Director prior to submitting the application. A copy of the request and the Director's written response must accompany the application and will become a part of the permanent file. The Director's decision is discretionary and may not be appealed.

(1) Documentation of authority and acceptance of responsibility for compliance with these regulations, executed by the property owner, the applicant, and the provider who will be placing antennas on the proposed or existing wireless communications facility.

Please see the enclosed Agent of Record Affidavits and Joint Responsibility Affidavit.

(2) The name, address, and telephone contact information for the owner of all proposed or existing antenna-supporting structures and wireless communication facilities; and an affidavit that such information will be updated annually or upon a change of ownership after the application is approved.

Vertical Bridge's contact information is provided on the enclosed Agent of Record Affidavit. Vertical Bridge will update their contact information with the County annually, in the event the contact information changes.

(3) A license (and for broadcast structures, a construction permit) issued by the FCC to transmit radio signals in Lee County.

Please see the enclosed FCC Licenses for T-Mobile

(4) New antenna-supporting structures must demonstrate there are no existing suitable structures available or higher priority zoning districts in the geographic search area. As part of that demonstration, the application must include a graphical representation of the geographic search area.

There are no existing communication towers in the area capable of meeting T-Mobile's RF objectives. T-Mobile's search ring consists of an area that includes a variety of residential districts, AG-2, CT, CS-1, CF, CC, CG, CPD, CFPD, C-1A, and MPUD zoning. The Monopole is proposed to be located within Myerlee PUD zoning, which allows the Monopole to be sited so that it has some of the largest residential separations possible in the area given the prevailing development pattern. Please see the enclosed RF Package.

(5) A statement confirming the overall height of the facility and all other facilities on the subject property, in terms of grade and sea-level.

Please see the enclosed FAA Determination of No Hazard Notice.

(6) A letter or letters:

a. Demonstrating consent from the Executive Director of the Lee County Port Authority if the wireless communications facilities is to be located within the County airspace notification limits of section 34-1107;
b. Confirming review and recommendation from the Lee County Mosquito Control District, the Lee County Sheriff's Department and the Director of Public Safety or their respective designee, for any wireless communication facility exceeding 35 feet;
c. Evidence of compliance with applicable Federal Aviation Administration requirements under 14 C.F.R. § 77, as amended, and evidence of proper Federal Communications Commission licensure, or other evidence of Federal Communications Commission authorized spectrum use.

These letters are not required for collocated and surface-mounted antennas.

Please see the enclosed Sheriff Concurrency Letter, as well as submittals to Public Safety, Port Authority, and Mosquito Control as well as the FAA Determination of No Hazard to Air Navigation.

(7) A survey of the subject property completed by a registered land surveyor which shows all existing conditions. This requirement does not apply to roof-mounted and surface-mounted antennas.

Please see the enclosed Survey.

(8) Photo-simulated post-construction renderings of the proposed wireless communications facility, equipment enclosures, and ancillary appurtenances as they would look after construction from areas where the proposed wireless communication facility will be visible according to the balloon test and sight lines. This requirement does not apply to collocations.

Please see the enclosed Photo Simulations.

(9) Shared use plan or copy of an executed shared use plan for the existing facility. (This is not required for a broadcast facility until such time as a request is made to collocate personal wireless service equipment.)

Please see the enclosed Collocation Affidavit confirming that the Monopole will be designed to support 3 sets of antennas and will be made available to co-locators at market rates. Please see the enclosed collocation affidavit as well as Sheet C-1.3.

(10) For new antenna support structures, to allow a determination that there are no existing structures on which the provider's proposed antennas could be located, a list and map identifying all existing wireless communications facilities to which the proposed facility will be a handoff candidate, including latitude, longitude, and power levels of each.

Please see pages 4 – 6 of the enclosed RF Package.

(11) Floor plans, elevations, and cross sections at a scale no smaller than ¼″ = 1′ (1:48) of any proposed accessory structure.

Please see the enclosed Site Plan Set.

(12) To scale elevation drawings, indicating the roof, facades, doors, and other exterior appearance and materials of the proposed wireless communication facility (signed and sealed by a professional engineer).

Please see the enclosed Site Plan Set.

(b) *Additional required information for wireless communication facilities requiring a public hearing.* In addition to the submittals required by sections 34-202 and 34-203, and the requirements of subsection (a) above, the following information must be provided:

(1) *Lease required.* If the property owner is not a provider, the application must include a copy of an executed lease agreement or memorandum of lease between the applicant or property owner and a provider. Where no lease agreement has been executed, the applicant must include an affidavit signed by a provider attesting to the provider's intent to make application for development order approval to place antennas on the wireless communications facility if the zoning application is approved.

Please see the enclosed Memorandum of Lease Agreement.

(2) For antenna supporting structures, the graphic results of the balloon test conducted by the applicant pursuant to the requirements set forth in section 34-1446(d).

Vertical Bridge will comply.

(c) *Additional information for wireless communication facilities required at time of application for a development order or building permit.* In addition to the submittals required by subsection (a) above, the following information must be provided along with the application for a development order or building permit:

(1) A certificate of insurance as required by section 34-1450.

(2) Proof the wireless communications facility has been designed to withstand sustained winds in accordance with the Florida Building Code.

(3) Proof the antenna-supporting structure has been designed so that, in the event of structural failure, it will collapse within the boundaries of the leased area of the lot on which it is located.

(4) A stamped or sealed structural analysis of the wireless communication facility prepared by a professional engineer indicating the proposed and future loading capacity of the facility and specifying the design structural failure modes of the proposed facility; OR, where the wireless communication facility is to be mounted on an existing building or structure, a stamped or sealed structural analysis prepared by a professional engineer showing the ability of the building or structure to carry the load of the wireless communication facility.

(5) A landscape plan prepared by and bearing the seal of a landscape architect, including a narrative and calculations to ensure that the proposed landscaping will be in compliance with this Land Development Code. This requirement does not apply to roof-mounted or surface-mounted antennas.

(6) *Surety for removal.* A financial surety or other form of financial guarantee, payable to the County, to ensure timely removal of the facility in the event of abandonment, non-use or cessation of use. The surety must conform with the following requirements:

a. *Approval required.* The surety must be posted prior to issuance of a building permit or development order to guarantee the removal of the antenna-supporting structure. The amount of the surety must be acceptable to the Director. Additionally, before any surety instrument is accepted by the Director as in compliance with this section, the surety instrument must be reviewed and approved by the County Attorney's Office. Once approved and funded, the surety instrument must be filed with the clerk of the Board of County Commissioners.
b. *Types of surety.*
    1. *Cash performance bond.*
    2. *Other types of security.* The Board may accept letters of credit or escrow account agreements or other forms of security provided the reasons for not obtaining the bond are stated and the County Attorney approves the document.
c. *Certified cost estimate required.* The amount of the surety will be based upon a professional engineer's certified cost estimate of the cost of removing the antenna-supporting structure from the site and properly disposing of the dismantled antenna-supporting structure.
d. *Initial amount of surety.* The required surety must be posted with the Board and made payable to the County in an amount equal to 110 percent of the full cost of removal of the wireless communication facility as set forth in the professional engineer's certified cost estimate.
e. *Annual increase required.* The amount of the surety must be kept in full force and effect and must be increased by ten percent compounded for each year the antenna-supporting structure remains on the site.
f. *Surety to remain in effect.* The approved surety must remain funded until the wireless communication facility is removed from the site and properly disposed of.
g. *County's use of surety funds.* The County may use the posted surety funds to remove or secure a wireless communication facility upon a determination of abandonment, non-use or cessation of use as set forth in section 34-1451. In the event the posted amount of surety funds is insufficient to cover the full cost of removal, the County may file a lien on the site property for the amount of unpaid costs, including legal fees.
h. *Exemption from surety requirement.* The Director may, with approval from the County Attorney's Office, exempt a municipality or governmental entity from the surety requirement,

Noted.

[Continued on Next Page]

(d) *Balloon test.* Within 35 calendar days after an Application for an antenna-supporting structure has been deemed complete, the applicant must conduct a balloon test in accordance with the following regulations:

(1) Seven to 14 calendar days in advance of the first test date, the applicant must advertise, in a newspaper of general circulation in the County the dates (including a second date, in case of poor visibility on the initial date), times, and location of this balloon test. A copy of the ad and proof of publication must be provided to the Director as part of the application.

(2) At least 14 calendar days in advance of this balloon test, the applicant must inform the Director, in writing, of the dates and times of the test.

(3) The balloon must be flown for at least eight consecutive hours between 7:00 am and 7:00 pm on the dates chosen.

(4) The applicant must provide photographs of the balloon taken from each sight line. The photographs must identify the sight lines and distances from the proposed antenna-supporting structure.

Please see the enclosed Photo simulations. A Ballon Test will be performed once the application is deemed complete.

Sec. 34-1447. Development regulations.

The development regulations set forth herein apply to all wireless communications facilities as indicated.

(a) *Collocations.*

(b) Where permissible—Antenna-supporting structures.

[Continued on Next Page]

TABLE 34-1447. PERMISSIBLE
ANTENNA-SUPPORTING
STRUCTURE HEIGHTS, LOCATIONS
AND APPLICABLE REVIEW PROCESS

Zoning Classification	Maximum Overall Height Allowed by the Administrative Approval Process	Overall Height Requiring Approval by Special Exception
Agricultural[5]	75 feet[1]	75.1—149 feet
Residential[2, 4]	**35 feet**	**35.1—75 feet**
PRFPD[3]	35 feet	Not Allowed
All other zoning districts[5]	*90 feet*	*90.1—149 feet*

(***Emphasis*** provided)

Notes:

[2] Includes single-family, two-family, multiple-family, and mobile home residential zoning districts, recreational vehicle park districts, and residential, mobile home, recreational vehicle, residential planned developments, and mixed use planned developments, and planned unit developments.

[4] A variance is required, in addition to the special exception, for an antenna supporting structure which exceeds 75-foot height limit.

Vertical Bridge respectfully proposes to construct a 149' AGL monopole style communications tower in order to meet T-Mobile's RF objectives. As such, Vertical Bridge respectfully requests a PUD deviation 34-1447(b) of 74' to allow a 149' tall structure in lieu of the 75' height cap.

[Continued on Next Page]

(c) *District impacts minimized.*

(1) *Generally.* Antenna-supporting structures must be located in a manner that is consistent with the County's interest in land use compatibility, within and between zoning districts, as set forth in this chapter's zoning district regulations, section 34-611, et seq.

The Monopole and its compound will be setback as follows:

Monopole:

	Required:	Provided:	Relief Requested:
North:	**149'**	**1,210'**	**N/A**
East:	**149'**	**683'**	**N/A**
South:	**149'**	**117'**	**32'**
West:	**149'**	**28'**	**125'**

Compound:

	Required:	Provided:
North:	**20'**	**1,188'**
East:	**20'**	**111'**
South:	**15'**	**70'**
West:	**15'**	**15'**

The Monopole and its compound will meet or exceed the LDC required district standards, with the exception of reductions of 32' to the south and 121' to the west. Therefore, Vertical Bridge respectfully requests the following two deviations:

One deviation from 34-1447(c)(1) in the amount of 32', allowing a southern tower setback of 117' in lieu of 149' and one deviation from 34-1447(c)(1) in the amount of 125', allowing a western tower setback of 28' in lieu of 149'. Both deviation requests are technical in nature as the neighboring parcel to the South and West is a golf course. Therefore, the sound planning objective of providing 100% tower height separation from the nearest residential properties in those directions is met several times over as the nearest residential structures to the South and West are located 789' and 858' away, respectively. Please see Sheets C-1.0 and C-1.1

[Continued on Next Page]

(2) *Siting priorities.* In order to justify the construction of an antenna-supporting structure, the applicant must demonstrate that higher ranking alternatives in the following hierarchy, beginning with a., do not constitute reasonable, compatible or feasible alternatives. Such demonstration must include a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Collocated or combined antennas.
b. Surface-mounted antennas.
c. Roof-mounted antennas.
d. Antenna supporting structures.

There are no existing towers or tall structures in the area that T-Mobile could collocate upon and meet its RF objectives. Please see the enclosed RF Package and Sheet C-1.0.

(3) *Proliferation minimized.*

a. *Generally.* No antenna-supporting structure will be permitted unless the applicant demonstrates that the proposed antenna cannot be accommodated on an existing building, structure or antenna supporting structure.

There are no existing towers or tall structures in the area that T-Mobile could collocate upon and meet its RF objectives. Please see the enclosed RF Package and Sheet C-1.0.

b. *Additional documentation.* Additional documentation may also be submitted to demonstrate compliance with this section:
   1. That no existing buildings or structures within the geographic search area meets the applicant's radio frequency engineering requirements;
   2. That no building or structure within the geographic search area has sufficient structural strength to support the applicant's radio frequency engineering requirements; or
   3. That there are other radio frequency engineering factors that render surface-mounted, roof-mounted or collocated wireless communication facilities unfeasible.

Please see the enclosed RF Package.

[Continued on Next Page]

(4) *Zoning district priorities.* In order to justify locating a proposed antenna-supporting structure within a zoning district lower in the hierarchy below, the applicant must adequately demonstrate that siting alternatives within higher ranked districts, beginning with a., are not reasonable or feasible. This demonstration must include the submission of a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Industrial;
b. Commercial;
c. Marine-oriented;
d. Community Facilities (CF) and Airport Operations Planned Development (AOPD);
e. Agricultural;
f. Recreational vehicle;
g. ***Residential (including mobile home);***
h. Private recreational facilities planned development (PRFPD);
i. Environmentally critical (EC).

(***Emphasis*** provided)

There are no existing communication towers in the area capable of meeting T-Mobile's RF objectives. T-Mobile's search ring consists of an area that includes a variety of residential districts, AG-2, CT, CS-1, CF, CC, CG, CPD, CFPD, C-1A, and MPUD zoning. While some higher priority districts exist within the search ring, siting the Monopole within Myerlee PUD zoning, allows the Monopole to be sited so that it will have some of the largest residential separations possible in the area given the prevailing development pattern. Please see Sheet C-1.0 as well as the enclosed RF Package.

(d) *Visual impacts minimized.*

(1) *Generally.* Antennas must be configured in a manner that is consistent with the character of the surrounding community and must be of a color that blends with the structure to which it is attached, so that adverse visual impacts on adjacent properties are minimized. Antenna concealment screening should also be used when possible.

The Monopole will be on condominium common lands, near the clubhouse building, abutting land for the Myerlee Golf Course. The buildings of the condominium itself help function as intervening buffers between the Monopole and most off-site residential uses to the North and East. Further, the Myerlee Golf Course's open space provides separation buffering several times the distance required under the LDC (5.75 times tower height to the West and 5.3 times tower height to the South, respectively). Further, mature trees are scattered throughout the area, which help break up the area's viewsheds and buffer the Monopole from off-site residential uses. Finally, the Monopole will be a dull gray and completely dark at night. Please see the enclosed Site Plan Set, and Photo Simulations, and FAA Determination of No Hazard to Air Navigation.

(2) *Monopole design required.* Unless approved as either a roof-mounted or surface-mounted facility, all antenna support structures must be a monopole, with all transmission cable/wiring concealed inside.

Vertical Bridge is proposing to construct a monopole style communication tower. Please see Sheet C-1.3.

(3) *Antenna type priorities.* In order to justify the use of an antenna-type lower in the hierarchy below, the applicant must adequately demonstrate that higher ranked alternatives in the following hierarchy, beginning with a., are not reasonable or feasible. This demonstration must include the submission of a statement of position, qualifications, and experience by a qualified radio frequency engineer.

a. Flush-mounted;
b. Panel;
c. Whip;
d. Dish.

T-Mobile's deployment will consist of panel antennas to meet its RF objectives. Please see the enclosed RF package.

(4) *Camouflage, screening, taping, and placement.*

a. *Color.* Antenna-supporting structures and ancillary appurtenances, including transmission lines, must maintain a galvanized gray finish or other contextual or compatible color as determined by the County, except as otherwise required by the FAA or FCC.

The Monopole will be galvanized gray and taped per the LDC. Please see Sheet C-1.3.

b. *Fencing.* The developer of a wireless communication facility must install a fence or wall not less than eight feet and not more than ten feet in height from finished grade to enclose the base of the antenna-supporting structure and equipment enclosures associated with any wireless communication facility. Access to the antenna-supporting structure must be controlled by a locked gate. The fence must be constructed in accordance with section 34-1742. Not more than three strands of barbed wire, spaced six inches apart, may be allowed above the fence.

Vertical Bridge will comply. Please see Sheets C-1.2 and C-2.0.

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c. *Landscaping.*

1. A landscaped buffer of at least ten feet in width must be planted along the entire exterior perimeter of the fence or wall required by subsection b. above. Where the proposed antenna-supporting structure will be located adjacent to a residential or public recreational use, or a lot within a residential zoning district, the landscaped buffer must be at least 15 feet in width.
2. A buffer required by this section must contain sabal palms planted ten feet on center, and a double hedge row of native shrubs. Section 10-420 planting standards must be met. The hedge must be maintained at a minimum height equivalent to the fence height. Except where the proposed antenna-supporting structure will be located adjacent to a residential lot, public recreational use, or right-of-way, the landscaped buffer must include six feet in height native canopy trees planted ten feet on center, instead of the sabal palms required above.
3. Where these regulations would require existing facilities to meet current landscape requirements, the Director may reduce or eliminate such requirements if the Director determines that the requirements would be unreasonable, infeasible or otherwise inequitable under the circumstances. The Director's decision is discretionary and may not be appealed. Applicants may apply for a variance from the landscaping requirements herein.

The Monopole's compound will have the code required 10' landscape buffer on the North, South, and West sides. Vertical Bridge respectfully requests to place the landscape buffer plantings that would normally be on the East side of the compound immediately to the Southwest. This moves the buffer plantings from a side of the compound that is internal to the parent parcel and places them in an area where they can help buffer the compound from external views. Please see Sheets C-1.0, C-1.1, C-1.2, and L-1.

d. *Other facilities.*

1. …

e. *Taping.* The developer of a wireless communication facility must install taping around the antenna-supporting structure in conformance with the following:

1. The tape must be six-inch 3M Diamond Grade^{tm} VIP Reflective Sheeting, series 3990.
2. The taping must start at 20 feet above surface.
3. The taping must be at ten-foot intervals.
4. The tape must be wrapped around the support pole and overlap by one inch for a good seal.

Vertical Bridge will comply. Please see Sheet C-1.3.

[Continued on Next Page]

(e) *General property development regulations.*

(1) *Setbacks.*

a. *New facilities.* All new antenna-supporting structures must meet the setback requirements for the zoning district in which they are proposed or a distance equal to their overall height from all lot lines of the fee property on which they are proposed, which ever is greater; unless a greater distance is required as a condition of the approval. A monopole with internal antennas must be setback a distance equal to one-half of its overall height from all lot lines of the fee property on which it is proposed, unless a greater distance is required as a condition of the approval or a variance is granted.

The Monopole and its compound will be setback as follows:

Monopole:

	Required:	Provided:	Relief Requested:
North:	**149'**	**1,210'**	**N/A**
East:	**149'**	**683'**	**N/A**
South:	**149'**	**117'**	**32'**
West:	**149'**	**28'**	**125'**

Compound:

	Required:	Provided:
North:	**20'**	**1,188'**
East:	**20'**	**111'**
South:	**15'**	**70'**
West:	**15'**	**15'**

The Monopole and its compound will meet or exceed the LDC required district standards, with the exception of reductions of 32' to the south and 121' to the west. Therefore, Vertical Bridge respectfully requests the following two deviations

One deviation from 34-1447(c)(1) in the amount of 32', allowing a southern tower setback of 117' in lieu of 149' and one deviation from 34-1447(c)(1) in the amount of 125', allowing a western tower setback of 28' in lieu of 149'. Both deviation requests are technical in nature as the neighboring parcel to the South and West is a golf course. Therefore, the sound planning objective of providing 100% tower height separation from the nearest residential properties in those directions is met several times over as the nearest residential structures to the South and West are located 789' and 858' away, respectively. Please see Sheets C-1.0 and C-1.1

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b. *Replacement facilities.* No replacement facility within the approved compound area may be placed closer to a lot line than the wireless communication facility it is replacing.

N/A.

c. Ancillary appurtenances, and equipment enclosures must meet the minimum setback requirements for the zoning district in which they are proposed, as well as those set forth in section 34-2191, et seq.

The Monopole's compound will have the following setbacks:

	Required:	Provided:
North:	**20'**	**1,188'**
East:	**20'**	**111'**
South:	**15'**	**70'**
West:	**15'**	**15'**

Therefore, the Monopole's compound will meet all required setbacks for this PUD. Please see Sheet C-1.1.

(2) *Height.*

a. All antenna-supporting structures must comply with the requirements of section 34-1008.

e. In all other cases, the overall height of an antenna-supporting structure approved in accordance with section 34-1445 may not exceed 149 feet, except as provided below:
1. FCC approved AM broadcast antenna-supporting structures may not exceed 250 feet in overall height.
2. All other FCC approved broadcast antenna-supporting structures may not exceed 500 feet.

The Monopole will be 149' AGL, therefore, it will comply with this section of the LDC. Please see Sheet C-1.3.

f. In no event may the provisions set forth in section 34-2174 apply to wireless communication facilities.

Noted.

g. The overall height of ground-mounted equipment or equipment enclosure may not exceed 12 feet.

Vertical Bridge will comply.

h. Private aircraft and helicopter landing facilities. In addition to the provisions of section 34-1001, et seq., antenna-supporting structures proposed within a designated notification height boundary of a private aircraft or helicopter landing facility, as specified on the Airspace Notification Map, will be limited to the height specified by that boundary, according to the proposed facility's distance from the runway or landing facility.

Noted.

(f) *Construction.*

(1) *Type of construction.* Broadcast facilities may utilize lattice or guyed antenna-supporting structures. All other wireless facilities are limited to monopole antenna-supporting structures.

Vertical Bridge is proposing to construct a monopole style communication tower. Please see Sheet C-1.3.

(2) *Accommodation of future collocations.*

a. Antenna-supporting structures should be designed to accommodate future collocations.
b. The applicant must submit a shared use plan that commits the owner of the proposed antenna-supporting structure to accommodating future collocations where reasonable and feasible in light of the criteria set forth in this section.

The Monopole will be designed to support up to 3 sets of antennas. Vertical Bridge will make the unused collocations available at market rates. Please see Sheet C-1.3 as well as the enclosed Collocation Affidavit.

(3) *Lighting.*

a. Except for security lighting and site lighting, other types of lights, signals or illumination will only be permitted on an antenna-supporting structure or ancillary appurtenances where lighting is required by the FAA, FCC, the County, or the Lee County Mosquito Control District.

The Monopole will not be lighted. Please see Sheet C-1.3 as well as the enclosed FAA Determination of No Hazard to Air Navigation.

b. *Security lighting.* Security lighting and site lighting may be placed in association with an approved equipment enclosure. Site lighting must remain unlit except when authorized personnel are present at the facility. Security lighting and site lighting must be shielded to prevent light trespass.

Noted.

c. *Required lighting.*

1. All antenna-supporting structures 150 feet or greater in height above ground level must be artificially lighted and maintained pursuant to the technical requirements of the Federal Aviation Administration's current Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, as amended, or other appropriate aviation authority. Unless pre-empted by FAA or FCC regulations, all lighting must be approved in conjunction with the development order for the facility.
2. If the height of a structure under construction equals or exceeds the height at which permanent obstruction lights are required by the FAA, FCC or the Division of Development Services, temporary high or medium intensity flashing lights must be installed at that level in accordance with Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, as amended.

N/A.

(4) *Notice of commencement of construction.*

a. Forty-eight hours before commencing construction of an antenna-supporting structure, and within 48 hours after the antenna-supporting structure construction reaches its maximum height, the Lee County Port Authority, Sheriff's office, Emergency Medical Services, the local fire district and the Lee County Mosquito Control District must be notified by the entity constructing the antenna-supporting structure. Notice must include the location of the antenna-supporting structure tied to the state plane coordinate system for the Florida West Zone (North American Datum of 1983/1990 Adjustment).

Noted.

b. The tall structures permit application will not be issued if the proposed construction or alteration is found to violate the provisions of this Article VI, division 10, subdivision iii (section 34-1001, et seq.) or any other applicable federal or state rules or regulations. No tall structures permit will be issued if all Federal Aviation Administration and County Port Authority comments are not addressed to the satisfaction of the County Port Authority. The applicant will be forwarded a written notice if the tall structures permit is denied, from the County Port Authority. This written notice must specify the reason for objections and suggestions for compliance under this subdivision and all other applicable federal or state rules and regulations.

Please see the enclosed Lee County Port Authority Tall Structures Permit Request.

(5) *Floor area.* Floor area will be calculated based on the total impervious surface associated with an equipment enclosure. Floor area may not exceed 400 square feet per antenna array without approval by special exception.

The compound equipment will consist of equipment cabinets and generators. No shelters are currently proposed. Please see Sheet C-1.3.

(g) *Signage.*

(1) Signs on antenna-supporting structures, ancillary appurtenances, equipment enclosures, or on any fence or wall are prohibited unless permitted in accordance with this subsection.

(2) If high voltage is necessary for the operation of proposed wireless communications facilities, "High Voltage-Danger" and "No Trespass" warning signs not greater than one square foot in area must be permanently attached to the fence or wall at intervals of not less than 40 feet and upon the access gate, or as otherwise required by the FAA or FCC.

(3) A sign not greater than one square foot in area must be attached to the access gate that includes the following information:

a. Federal registration number, if applicable;
b. Name of property owner, facility owner, providers, and contact person; and
c. An emergency contact number for the contact person.

Please see Sheets C-2.2 and N1, Signage Note.

Secs. 34-1448, 34-1449. Reserved.

Sec. 34-1450. Fees and insurance.

(a) Antenna-supporting structures and wireless communications facilities must be insured by the owner against damage to persons and against damage to property. Owner must provide a Certificate of Insurance to the Director annually.

Vertical Bridge will comply.

(b) Fees for antenna-supporting structures and wireless communications facilities permitting and renewal, monitoring of emissions and inspection of structures, and other fees will be established by the Board.

Noted.

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Sec. 34-1451. Discontinued use.

(a) *Notice of discontinued use.* The owner of an antenna-supporting structure 750 feet or greater in height, the use of which has been discontinued for a period of one year, on an annual basis must provide the Director with an affidavit of an intention to continue the use, including a description of the owner's efforts to keep the facility in use. If the affidavit is not provided the Director may make a preliminary determination of discontinued use. For any other antenna-supporting structure, the use of which is discontinued for a period of 180 days, the Director may make a preliminary determination of discontinued use. In making such a determination, the Director may request documentation and affidavits from the property owner regarding the structure's usage, including evidence that use of the structure is imminent. The failure of a property owner to provide updated contact information on the owner of the antenna-supporting structure for two consecutive years will be presumptive evidence of discontinued use. If the Director determines that the use of an antenna-supporting structure or antenna has been discontinued, the Director will provide the property owner with a written notice of discontinued use by certified mail.

(b) *Declaration of discontinued use.* If the property owner fails to respond to the notice of discontinued use or to adequately demonstrate that the use of the antenna or antenna-supporting structure is not discontinued within 90 days, such failure will be evidence of discontinued use. Based on the foregoing, or on any other relevant evidence provided to the Director, the Director may make a final determination of discontinued use, whereupon a declaration of discontinued use will be issued to the property owner by certified mail.

(c) *Removal of facility.* Within 120 days of a declaration of discontinued use, the property owner must either: (1) reactivate the use of the antenna or antenna-supporting structure as a wireless communications facility or transfer ownership of the antennas or antenna-supporting structure to another owner who will make use of the facility; or (2) dismantle and remove the facility. If transfer of ownership occurs, the new owner must supply the Director with an affidavit attesting that the antennas or antenna-supporting structure will be in use within 120 days of the transfer in accordance with (1), above. If the facility remains discontinued upon the expiration of 120 days, the County may enter upon the property and remove the facility, with all costs to be borne by the property owner. The County may use the funds posted in the surety for this purpose.

Please see Sheet GN1, Discontinued Use Note.

Sec. 34-1452. Nonconforming antenna-supporting structures.

…

Sec. 34-1453. Variance criteria.

…

Secs. 34-1454—34-1490. Reserved.

Subdivision IV. Planned Unit Development District

Sec. 34-1031. Applicability.

…

Sec. 34-1039. Amendments to built Planned Unit Developments.

Any part or all of a PUD Planned Unit Development which is built may be the subject of an application for a variance, special exception or other approval covered by this chapter wherein the subject property is the only part of the original PUD for which the approval is sought. If the subject property meets the threshold for a Development of County Impact, it must be reviewed in accordance with the provisions in this chapter which apply to Developments of County Impact. If the subject property is not a Development of County Impact, it will be reviewed in accordance with the provisions in this chapter which apply to conventional zoning districts. In either case, the applicant must be the owner of the property and the consent of the owners of the remainder of the original PUD is unnecessary. However, these owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property.

For the purposes of this section, the term "built" means that the roads, utilities, buffering, open space, surface water management features and structures, common space, common amenities, common landscaping, gatehouses, entrance signs, entrance ways and other similar items identified as part of the final approved Master Concept Plan have been constructed and acknowledged by the County as complete. In the case of PUDs, which include residential structures, the term "built" does not mean that all residential structures have been constructed on individual platted lots.

Vertical Bridge respectfully proposes to amend the Myerlee PUD - DCI2006-00037(84-3-28-DCI) with three deviation requests for height design and setback requirements, to allow a 149' AGL monopole style communication tower upon STRAP 27-45-24-22-00000.00CE. The Monopole is proposed to solve a significant gap in T-Mobile's service in the area in around the Myerlee Golf Course.

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DIVISION 4. HEARING EXAMINER

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Sec. 34-145. Functions and authority.

...

(3) *Findings/review criteria.* Before granting a variance, the Hearing Examiner must find the following review criteria are satisfied:

a. The property has inherent exceptional conditions that cause the application of the regulation to create a hardship (as defined in Section 34-2) on the property owner.

The shape of the parcel combined with the overall development pattern of the area, when accounting for property availability, creates exceptional conditions. These conditions will effectuate a hardship upon T-Mobile, the ultimate user of the land, as they will not be able to solve a significant in their service to this area of Lee County. Please see Sheets C-1.0 and C-1.1 as well as the enclosed RF package.

b. The exceptional conditions are not the result of actions of the property owner taken subsequent to the adoption of the ordinance.

The exceptional conditions are not the result of actions of the property owner. Rather, they result from a combination of the physical propagation characteristics of T-Mobile's RF signal in the area combined with the overall platting and development patterns of the service gap area.

c. The variance granted is the minimum variance that will relieve the unreasonable burden caused by the application of the regulation to the property.

The height of the Monopole is driven by the RF need. 149' AGL is the minimum height necessary to solve T-Mobile's gap in service. Further, the siting of the Monopole is constrained by the RF propagation characteristics. Given the platting and development patterns in the area, the height and setback deviations are the minimum necessary to both solve T-Mobile's gap in service while meeting the sound planning objective of providing 100% tower height separation from residential units that are not associated with the project.

d. The granting of the variance will not be injurious to the neighborhood or detrimental to the public welfare.

The contrary is true. The deviations are only requested so as to both solve the gap in T-Mobile's wireless service to the public while siting the Monopole so that it provides the LDC required residential separation to houses that are not associated with the project. The Monopole will further both the neighborhood and public welfare through providing reliable wireless coverage that can process the increased traffic demands in the area. In neighboring Collier County, 84.14% of all 911 calls in 2021 came from wireless numbers. This shows that reliable wireless service is no longer a luxury, it is a necessity.

e. The variance is consistent with the Lee Plan.

The Tower Code is the implementation of the Lee Plan relative to communication towers in Lee County. The Vertical Bridge is only requesting the deviations from the height cap and the lot line setback requirements so as to solve a significant gap in T-Mobile's coverage while meeting the spirit of the Lee plan and the Tower Code by providing 100% separation to the off-site residential uses to the East on the other side of Edgewater Court. Please see Sheets C-1.0, C-1.1, and C-1.3 as well as the enclosed RF Package and Photo Simulations.

(4) *Special findings.* The Hearing Examiner must also make special findings in variances for the following:

a. *Wireless communication facilities.*

1. Denial would have the effect of prohibiting the provision of personal wireless services;

Denial of the deviations would prevent T-Mobile from solving a significant gap in its service to the area. Please see the Enclosed RF Package.

2. Denial would unreasonably discriminate among providers of functionally equivalent personal wireless services;

Vertical Bridge respectfully submits that a failure to approve the structure would be unreasonable discrimination as T-Mobile is attempting to resolve a known and present service gap in the area, which prevents T-Mobile's users from obtaining reliable coverage. Please see the enclosed RF Package.

3. The variance is necessary to ensure adequate public safety and emergency management communications;

As discussed above, T-Mobile is attempting to resolve a known and present service gap in reliable service in the area. As also discussed above, wireless connections to the 911 service are prolific, with 84.14% of all 911 calls in neighboring Collier County originating from wireless numbers. Therefore, Vertical Bridge respectfully submits that the Monopole is necessary to ensure adequate public safety and emergency management communications. Please see the enclosed RF Package and 911 Call Statistics.

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4. The variance is the minimum necessary in order for the applicant to provide broadcast services pursuant to an FCC-issued license or construction permit (existence of an FCC license requiring a broadcast antenna at a given height will constitute a presumption that this requirement has been met);

The height of the Monopole is driven by the RF need. 149' AGL is the minimum height necessary to solve T-Mobile's gap in service. Further, the siting of the Monopole is constrained by the RF propagation characteristics in T-Mobile's network. Given the platting and development patterns in the area, the height and setback deviations are the minimum necessary to both solve T-Mobile's gap in service while meeting the sound planning objective of providing 100% tower height separation from residential units that are not associated with the project.

5. Denial would have the effect of prohibiting the provision of amateur radio services; or

Denial of the deviations would prevent T-Mobile from solving a significant gap in its service to the area. Please see the Enclosed RF Package.

6. The variance will obviate the need for additional antenna-supporting structures in the geographic search area.

As stated above, the Monopole is the minimum height necessary to meet T-Mobile's RF objectives. Further, the Monopole will minimize the need for other carriers to deploy multiple towers in the area as it will be designed to collocate up to 3 service providers and those collocations will be made available at market rates. Please see Sheet C-1.3 as well as the enclosed Collocation Affidavit and RF Package.

b. ...

…

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e. The Hearing Examiner has the final decision-making authority on the following matters:

1. Board-initiated applications to rezone County-owned property to the Environmentally Critical (EC) District.
2. Applications for conventional rezoning.
3. Applications for amendments to planned developments when the request is limited to:

i. Amendments to the master concept plan, schedule of uses, or property development regulations that do not affect the maximum density or intensity permitted in the planned development;

ii. Requests for consumption on premises;

iii. Requests for wireless telecommunication facilities;

iv. Requests for an increase in the maximum number of fuel pumps in conjunction with a convenience food and beverage store provided that the use is already approved in the planned development;

v. Changes to conditions and deviations; or

vi. Requests to establish or increase density within the Mixed Use Overlay; and (**emphasis** provided)

Vertical Bridge respectfully proposes to amend the Myerlee PUD - DCI2006-00037(84-3-28-DCI) with three deviation requests for tower design and setback requirements, to allow a 149' AGL monopole style communication tower upon STRAP 27-45-24-22-00000.00CE. The Monopole is proposed to solve a significant gap in T-Mobile's service in the area in around the Myerlee Golf Course.

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(4) *Findings/review criteria.*

a. *Approval.* Before approval or recommending approval for:

1. *Rezonings generally.* The Hearing Examiner must find the request:

a) Complies with the Lee Plan;

The Tower Code is the implementation of the Lee Plan relative to communication towers. The Monopole meets or exceeds all of the requirements of the applicable Land Development Code with the exception of the deviation requests for height and setbacks from the golf course parcel the South and West. Given the platting and development patterns in the area, the setback deviations are the minimum necessary to both solve T-Mobile's gap in service while meeting the sound planning objective of providing 100% tower height separation from residential units that are not associated with the project. Therefore, Vertical Bridge respectfully submits that the Monopole is consistent with the Lee Plan. Please see Sheets C-1.0, C-1.1, and C-1.3 as well as the enclosed RF Package and Photo Simulations.

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

With the exception of the height and golf course deviations, the Monopole meets or exceeds all applicable regulations under the LDC. The height deviation is requested so as to solve a significant gap in T-Mobile's wireless service to the area. Conversely, the golf course setback deviations will allow the Monopole to be sited in a way that meets or exceeds the LDC required residential separation to off-site residential uses. Please see Sheets C-1.0 and C-1.3 as well as the enclosed RF Package.

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

As discussed above, the Monopole will meet all requirements of the applicable LDC with the exception of the height and golf course setback deviations. The Monopole will exceed the required separations to off-site residential uses and will take advantage both open space and of mature vegetation to assist in buffering. Therefore, Vertical Bridge respectfully submits that the Monopole will be compatible with the area that it is situated within. Please see Sheets C-1.0, C-1.1, and C-1.3 as well as the enclosed RF Package and Photo Simulations.

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

The Monopole will generate one trip per carrier per month, typically in a pickup truck sized vehicle. Therefore, the Monopole's driveway from Edgewater will provide sufficient access to the project. Please see Sheet C-1.1

[Continued on Next Page]

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

The Monopole will generate one trip per carrier per month, typically in a pickup truck sized vehicle. Therefore, the Monopole will not impact the County's transportation facilities. Please see Sheet C-1.1

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

N/A. The Monopole will be located on a developed parcel and will not impact environmentally critical and sensitive areas or natural resources. Please see the enclosed NEPA and SHPO Support Research Reports.

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

N/A. The Monopole will only require power and telco connections.

2. *Planned development rezonings.* The Hearing Examiner must also find:
   a) The proposed use or mix of uses is appropriate at the proposed location.

Vertical Bridge respectfully submits that the Monopole will be an appropriate addition to the existing mix of uses as it will allow T-Mobile to provide reliable wireless service to the uses in the area. Please see the enclosed RF Package.

b) The recommended conditions provide sufficient safeguards to the public interest and are reasonably related to the impacts on the public's interest expected from the proposed development.

Vertical Bridge respectfully submits the Monopole balances the public's interests by solving a significant gap in T-Mobile's service to the public in this area while siting the Monopole so that it will meet or exceed the LDC's required residential separation to off-site residential uses. Please see Sheet C-1.0 as well as the enclosed RF Package and Photo Simulations.

[Continued on Next Page]

c) If the application includes deviations pursuant to Section 34-373(a)(9), that each requested deviation:

1) Enhances the achievement of the objectives of the planned development; and

As discussed above the height and golf course setback deviations will allow the Monopole to be sited in such a way so that it will exceed the required separations to off-site residential uses and will take advantage both open space and of mature vegetation to assist in buffering. Conversely, the deviations will accomplish the sound planning objective of providing reliable wireless service to the public in the area.

2) Protects the public health, safety and welfare.

The Monopole will further the public welfare through providing reliable wireless coverage that can process the increased traffic demands in the area. In neighboring Collier County, 84.14% of all 911 calls in 2021 came from wireless numbers. This shows that reliable wireless service is no longer a luxury, it is a necessity. Please see the enclosed RF package and 911 Call Statistics.

…

Sec. 34-146. Final decision; judicial review.

…

Secs. 34-147—34-170. Reserved.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,

Mattaniah S. Jahn, Esq.
MSJ/cjlb
enclosures

APPLICATION TO AMEND A PLANNED DEVELOPMENT OR PUD and/or APPLICATION FOR FINAL PLAN APPROVAL IN UNINCORPORATED AREAS ONLY

[LDC Section 34-380 or 34-1037]

Project Name: US-FL-7108 Myerlee

Current Zoning: PUD

☒ Amendment to a PD or PUD to allow: One 149' AGL Communication Tower and Support Facility

☐ Final Plan Approval for: _____

1. **Name of Applicant:** VB BTS II, LLC c/o Mattaniah S. Jahn, P.A.
   Address: 935 Main Street, C4
   City, State, Zip: Safety Harbor, FL 34695
   Phone Number: 727.773.2221
   E-mail Address: mjahn@thelawmpowered.com; cleblanc@thelawmpowered.com

2. **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. **[34-203(a)(3)]**

3. **Authorized Agent: (If different than applicant) Name of the person who is to receive all County-initiated correspondence regarding this application. [34-203(a)(4)]]**
   a. **Company Name:** Mattaniah S. Jahn, P.A.
   Contact Person: Mattaniah S. Jahn
   Address: 935 Main Street, C4
   City, State, Zip: Safety Harbor, FL 34695
   Phone Number: 727.773.2221 Email: mjahn@thelawmpowered.com; cleblanc@thelawmpowered. com
   b. **Additional Agent(s):** Provide the names of other agents that the County may contact concerning this application. **[34-203(a)(4)]**

4. **Property owner(s): If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-203(a)(2)]**
   Name: Myerlee Golfside East Condominium Association, Inc. c/o Mattaniah S. Jahn, P.A.
   Address: 935 Main Street, C4
   City, State, Zip: Safety Harbor, FL 34695
   Phone Number: 727.773.2221 E-mail: _____

5. **Disclosure of Interest [34-203(a)(2)]:**
   ☐ Attach Disclosure of Interest Form.

6. **STRAP Number(s) [34-205(a)(5)]:**
   27-45-24-22-00000.00CE

7. **Street Address of Property:** 1428 Edgewater Circle, Fort Myers, FL 33919

8. **Legal Description (must submit one):**
   - ☒ Legal description (metes and bounds) and sealed sketch of the legal description. **[34-204(a)(5)]**
   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.) **[34-204(a)(5)**

9. **Lee Plan (Future Land Use) Designation:** Urban Community

10. **Original Project Name**: _____

11. **Original Rezoning Resolution Number:** DCI2006-00037 (84-3-28-DCI)

12. **Subsequent Zoning Action Resolution/Case Numbers** (if any): Please list all previous zoning and administrative actions (approvals and denials) on this project subsequent to original rezoning. Include Resolution Numbers and Case Numbers (provide added sheets, if necessary).

13. **Development Order Numbers** (if any): List all local development orders approved on this project. Please indicate the status of each development order (provide added sheets, if necessary).

14. **Written Narrative:** Provide a written narrative statement explaining exactly what is proposed. **[34-373(a)(5)]**

15. **Deviations:** If any relief is requested from the provisions of the Lee County Land Development Code (LDC), provide a **written explanation** of the specific relief requested (a schedule of deviations). Explain what conditions currently exist which warrant this request for relief from the regulations (a written justification for each of the requested deviations). Include specific references to any section (number{s} and name{s}) of the LDC from which relief is sought including why the requested relief is necessary and how it will affect the project. All deviation requests must be specifically keyed to the location on the Master Concept Plan or Final Plan. **[34-373(a)(9)]**

16. **Planning Community or Community Plan Area*:** South Fort Myers
*If in Caloosahatchee Shores **[33-1482]**, Captiva **[33-1612]**, Estero **[33-64]**, Lehigh Acres **[33-1401]**, North Fort Myers **[33-1532]**, North (Upper) Captiva **[33-1711]**, or Page Park **[33-1203]**, attach meeting summary from informational meeting.

17. **Approved Master Concept Plan (MCP):** Provide an APPROVED MCP and DETAILED DRAWINGS of any DEVIATIONS OR CHANGES BEING PROPOSED at a size of 24"x36". **[34-373(a)(6)]**

18. **Proposed Final Plan (for Final Plan Approval applications only):** Provide a copy of the proposed Final Plan consistent with the approved Master Concept Plan and the approved Zoning Resolution at a size of 24"x36". This proposed Final Plan must show any DEVIATION(s) keyed on the plan to identify the location of the specific deviation. **[34-373(a)(6)]**

SUBMITTAL REQUIREMENT CHECKLIST ***Clearly label your attachments as noted in bold below.***	
☐	Completed application [34-203(a)(1)]
☐	Filing Fee [34-201(d)]
☐	**Affidavit of Authorization** Form [34-203(a)(3)]
☐	**Additional Agents** [34-203(a)(4)]
☐	**Multiple Owners** List (if applicable) [34-203(a)(2)]
☐	**Disclosure of Interest** Form [34-203(a)(2)]
☐	**Legal description (must submit one)** [34-203(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.)
☐	**Previous Zoning Actions** (if applicable)
☐	**DO Numbers** (if applicable)
☐	**Narrative of Request** [34-373(a)(5)]
☐	**Schedule of Deviations** (if applicable) [34-373(a)(9)]
☐	**Meeting Summary** (if applicable)
☐	**MCP** and detailed drawings of any proposed deviations (if applicable) (24"x36") [34-373(a)(6)]
☐	**Proposed Final Plan** including deviations keyed to the plan (24"x36") [34-373(a)(6)]

Note: All information submitted with the application becomes a part of the public record and will be a permanent part of the file. Department staff will review this application for compliance with requirements of the Lee County Land Development Code. The applicant will be notified of any deficiencies.

Acceptance of an application for an administrative amendment in no way guarantees its approval. If the Director determines that the requested amendment is beyond the scope of Land Development Code Section 34-380 or 34-1036 and that a public hearing is necessary, then all fees paid toward the administrative application may be applied toward an application for public hearing.

The Director's decision on an administrative amendment is final and can not be appealed. In the event the Director denies the request, the applicant's only recourse is to apply for a public hearing. No fees paid for the administrative application will be refunded or applied towards the public hearing.

If it is determined that inaccurate or misleading information was provided to the county or the decision does not comply with the Land Development Code when rendered, then, at any time, the Director may issue a modified decision that complies with the Code or revoke the decision. If the approval is revoked, the applicant may acquire the necessary approvals by filing an application for public hearing in accordance with Chapter 34.

Lee County Community Development

APPLICATION FOR PLANNED DEVELOPMENT PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: US-FL-7108 Myerlee

Request: Rezone from: _____ To: _____

Type: ☐ Major PD ☐ Minor PD ☐ DRI w/Rezoning ☐ PRFPD
☐ Major PD Amendment ☒ Minor PD Amendment

Bonus Density included? ☒ NO ☐ YES[1] for: _____ Bonus Units

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

Summary of Project:

Vertical Bridge respectfully requests a PUD Amendment Approval upon STRAP 27-45-24-22-00000.00CE, to allow the use of Wireless Communication Facilities, with deviations from tower height and setback requirements, to allow a 149' AGL monopole style communication tower (monopole) and a 60.0' X 64.7' X 69.3' X 30.0' fenced equipment compound. The site is situated on the southwest corner of Myerlee Country Club Boulevard and Edgewater Circle. This request is being made on behalf of the property owner, Myerlee Golfside East Condominium Association, Inc., with the approval of the Homeowner's Association.

PART 1
APPLICANT/AGENT INFORMATION

A. Name of Applicant: VB BTS II, LLC c/o Mattaniah S. Jahn, P.A.
Address: 935 Main Street, C4
City, State, Zip: Safety Harbor, FL 34695
Phone Number: 727.773.2221
E-mail Address: mjahn@thelawmpowered.com; cleblanc@thelawmpowered.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: Mattaniah S. Jahn, P.A.
Contact Person: Mattaniah S. Jahn
Address: 935 Main Street, C4
City, State, Zip: Safety Harbor, FL 34695
Phone Number: 727.773.2221 Email: mjahn@thelawmpowered.com
cleblanc@thelawmpowered.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: Myerlee Golfside East Condominium Association, Inc. c/o Mattaniah S. Jahn, P.A.
Address: 935 Main Street, C4
City, State, Zip: Safety Harbor, FL 34695
Phone Number: 727.773.2221 Email: mjahn@thelawmpowered.com
cleblanc@thelawmpowered.com

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

☒ Attach Disclosure of Interest Form.

C. Multiple parcels:

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

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

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

PART 3
PROPERTY INFORMATION

A. STRAP Number(s): [Attach extra sheets if additional space is needed.] **[34-203(a)(5)]**
27-45-24-22-00000.00CE

B. Street Address of Property: 1428 Edgewater Circle, Fort Myers, FL 33919

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

☒ Legal description (metes and bounds) (8½"x11") and sealed sketch of the legal description.
OR
☐ Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
AND

Boundary Survey [34-202(a)(6):

☒ A Boundary survey, tied to the state plane coordinate system.
OR
☐ Not required if the property is located within a subdivision platted per F.S. Chapter 177.

D. Surrounding property owners (within 500 feet of the perimeter of the subject parcel or portion thereof that is subject of the request)**:**

1. ☒ List of surrounding property owners. **[34-202(a)(9)]**
2. ☒ Map of surrounding property owners. **[34-202(a)(9)]**
3. ☒ One set of mailing labels. **[34-202(a)(9)]**

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

E. Current Zoning of Property: PUD

☒ Provide a list of all Zoning Resolutions and Zoning Approvals applicable to the subject property.

F. Use(s) of Property:

1. Current uses of property are: Condo Common Areas
2. Intended uses of property are: Condo Common Areas and Communications Tower

G. Future Land Use Classification (Lee Plan):

Urban Community		Acres		% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions:

1. Width (average if irregular parcel): _____ Feet *Please see Survey.
2. Depth (average if irregular parcel): _____ Feet
3. Total area: _____ Acres or square feet
4. Frontage on road or street: _____ Feet on _____ Street
   2nd Frontage on road or street: _____ Feet on _____ Street

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

- [X] Not Applicable
- [ ] Captiva Planning Community (Captiva Island). **[33-1612(a)&(b); Lee Plan Policy 13.1.7]**
- [ ] North (Upper) Captiva Community Plan area. **[33-1711]**
- [ ] 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)]**

Please see enclosed Project Narrative.

PART 4
TYPES OF LAND AREA ON PROPERTY

A.	**Gross Acres (total area within described parcel)**			0.06	**Acres**
1.	Submerged land subject to tidal influence			_____ Acres	
2.	**a.** Preserved freshwater wetlands	_____	Acres		
	b. Impacted wetlands	_____	Acres		
	c. Preserved saltwater wetlands	_____	Acres		
	d. Total wetlands (A.2.a. plus A.2.b. plus A.2.c.)			_____ Acres	
3.	R-O-W providing access to non-residential uses			_____ Acres	
4.	Non-residential use areas (1) (2)			0.06 Acres	
B.	**Total area not eligible as gross residential acreage** (Items A.1. + A.3. + A.4.).			_____	**Acres**
C.	**Gross residential acres. (A minus B)** (3)			N/A	**Acres**

D. Gross residential acres (by Land Use Category)

1.	**a.** Intensive Development – upland	_____	Acres
	b. Intensive Development – preserved freshwater wetlands	_____	Acres
	c. Intensive Development – impacted wetlands	_____	Acres
2.	**a.** Central Urban – upland	_____	Acres
	b. Central Urban – preserved freshwater wetlands	_____	Acres
	c. Central Urban – impacted wetlands	_____	Acres
3.	**a.** Urban Community or Suburban – upland	_____	Acres
	b. Urban Community or Suburban – preserved freshwater wetlands	_____	Acres
	c. Urban Community or Suburban – impacted wetlands	_____	Acres

4.	**a.**	Suburban – upland	_____	Acres
	b.	Suburban – preserved freshwater wetlands	_____	Acres
	c.	Suburban – impacted wetlands	_____	Acres
5.	**a.**	Outlying Suburban – upland	_____	Acres
	b.	Outlying Suburban – preserved freshwater wetlands	_____	Acres
	c.	Outlying Suburban – impacted wetlands	_____	Acres
6.	**a.**	Sub-Outlying Suburban – upland	_____	Acres
	b.	Sub-Outlying Suburban – preserved freshwater wetlands	_____	Acres
	c.	Sub-Outlying Suburban – impacted wetlands	_____	Acres
7.	**a.**	Rural, Outer Island, Rural Community Preserve – upland	_____	Acres
	b.	Rural, Outer Island, Rural Community Preserve – wetlands	_____	Acres
8.	**a.**	Open Lands – upland	_____	Acres
	b.	Open Lands – wetlands	_____	Acres
9.	**a.**	Resource – upland	_____	Acres
	b.	Resource – wetlands	_____	Acres
10.	**a.**	Wetlands	_____	Acres
11.	**a.**	New Community – upland	_____	Acres
	b.	New Community – wetlands	_____	Acres
12.	**a.**	University Community – upland	_____	Acres
	b.	University Community – wetlands	_____	Acres
13.	**a.**	Coastal Rural – upland	_____	Acres
	b.	Coastal Rural – wetlands	_____	Acres
		TOTAL (should equal "C" above)	_____	**Acres**

Notes:
(1) Lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses must not be included except within the Mixed Use Overlay {see Note (2) below}.
(2) Within the Mixed Use Overlay, lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses may be included in density calculations {see Lee Plan Objective 4.3}.
(3) Lands to be used for residential uses including land within the development proposed to be used for streets & street rights of way, utility rights-of-way, public & private parks, recreation & open space, schools, community centers, & facilities such as police, fire & emergency services, sewage & water, drainage, and existing man-made waterbodies.

PART 5
RESIDENTIAL DEVELOPMENT - PRELIMINARY DENSITY CALCULATIONS

i. Complete only if living units are proposed in a Future Land Use Category.
ii. If more than one classification, calculations for each classification must be submitted. Attach extra sheets as necessary.
iii. If wetlands are located on the property, density calculations are considered preliminary pending a wetlands jurisdictional determination.

A. Future Land Use Category: _____

		Lee Plan Table 1(a) Max. standard density		Units
1.	**Standard Units**			
	a. Total upland acres (from Part 4, D.)	_____ x _____	equals	_____
	b. Total preserved freshwater wetlands acres (from Part 4, D.)	_____ x _____	equals	_____
	c. Total impacted wetlands acres (from Part 4, D.)	_____ x _____	equals	_____
	d. Total Allowed Standard Units (1)			_____
2.	**Bonus Units [2-143]**			
	a. Site-built Affordable Housing			_____
	b. Transferrable Dwelling Units			_____
	c. Sub-total			_____
3.	**Total Permitted Units** (1)			_____

Note:
(1) Subject to revision if wetlands jurisdictional determination indicates a different acreage of wetlands.

PART 6
COMMERCIAL, INDUSTRIAL, MINING, ASSISTED LIVING FACILITIES, HOTELS & MOTELS
PRELIMINARY INTENSITY CALCUATIONS

		Height	Total Floor Area (Square Feet)
A.	**Commercial**		
1.	Medical		
2.	General Office		
3.	Retail		
4.	Other: Communications Tower	149'	2,841
5.	**TOTAL FLOOR AREA**		

		Height	Total Floor Area (Square Feet)
B.	**Industrial**		
1.	Under Roof		
2.	Not Under Roof		
3.	**TOTAL FLOOR AREA**		

		Depth	Total Acres
C.	**Mining**		
1.	Area to be excavated		

		Height	Total Beds/Units
D.	**Assisted Living Facilities**		
1.	Dependent Living Units		
2.	Independent Living Units		
3.	**TOTAL BEDS/UNITS**		

		Height	Total Rental Units
E.	**Hotels/Motels (Room Size)**		
1.	< 425 sq. ft.		
2.	426-725 sq. ft.		
3.	725 < sq. ft.		
4.	**TOTAL UNITS**		

PART 7
ACTION REQUESTED

A. **Request Statement:** Provide a single narrative explaining the nature of the request and how the property qualifies for the rezoning to a planned development. This narrative should include how the proposed development complies with the Lee Plan, the Land Development Code, and the applicable findings/review criteria set forth in LDC section 34-145(d)(4). This narrative 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. **[34-373(a)(5)]**

B. **Traffic Impact Statement.** A traffic impact statement in a format and to the degree of detail required by the County and in conformance with the adopted Lee County Administrative Code. TIS is not required for an existing development. **[34-373(a)(7)]**

C. **Master Concept Plan:**

1. **Master Concept Plan, Non-PRFPD:** A graphic illustration (Master Concept Plan) of the proposed development, showing and identifying the information required by LCLDC Section 34-373(a)(6)a. Copies of the Master Concept Plan must be provided in two sizes, 24”x36” and 11”x17”, and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. In addition to the Master Concept Plan, an open space design plan delineating the indigenous preserves and/or native tree preservation areas as required by LDC Section 10-415(b) must be submitted. **[34-373(a)(6)]**
2. **Schedule of Uses:** A schedule of uses keyed to the Master Concept Plan as well as a summary for the entire property including the information required by LCLDC Section 34-373(a)(8)]. **[34-373(a)(8)]**

3. **Schedule of Deviations and Written Justification:** A schedule of deviations and a written justification for each deviation requested as part of the Master Concept Plan accompanied by documentation including sample detail drawings illustrating how each deviation would enhance the achievement of the objectives of the planned development and will not cause a detriment to public interests. The location of each requested deviation must be located/shown on the Master Concept Plan. **[34-373(a)(9)]**

D. Bonus Density: [34-202(a)(11)]

☒ Not Applicable

☐ Bonus Density will be used. Provide the number of Bonus Density units being requested and a narrative of how the request meets the requirements of LDC Section 2-146.

PART 8
ENVIRONMENTAL REQUIREMENTS

A. Topography: Describe the range of surface elevations of the property. Attach a county topographic map (if available) or a USGS quadrangle map showing the subject property. **[34-373(a)(4)b.iv.]**

Please see enclosed Boundary & Topography Survey.

B. Sensitive Lands: Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the LEE Plan Section XII), flowways, creek beds, sand dunes, other unique land forms [see LEE Plan Policy 77.1.1 (2)] or listed species occupied habitat [see LCLDC Section 10-473(f)].

Please see the enclosed NEPA Report.

C. Preservation/Conservation of Natural Features: Describe how the lands listed in PART 6.B. above will be protected by the completed project:

N/A - entire parcel is developed.

D. Shoreline Stabilization: If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:

N/A

E. Soils Map: Attach maps drawn at the same scale as the Master Concept Plan marked or overprinted to show the soils classified in accordance with the USDA/SCS System. **[34-373(a)(4)b.i.]**

F. FLUCCS Map: A Florida Land Use, Cover and Classification System (FLUCCS) map, at the same scale as the Master Concept Plan, prepared by an environmental consultant. The FLUCCS map must clearly delineate any Federal and State jurisdictional wetlands and other surface waters, including the total acreage of Federal and State wetlands. **[34-373(a)(4)c.]**

G. Rare & Unique Upland Habitat Map: Maps drawn at the same scale as the Master Concept Plan marked or overprinted to show significant areas of rare and unique upland habitat as defined in the LEE Plan Section XII. **[34-373(a)(4)b.iii.]**

H. Existing and Historic Flow-Ways Map: Map(s) drawn at the same scale as the master concept plan marked or overprinted to show existing and historic flow-ways. **[34-373(a)(4)b.v.]**

PART 9
SANITARY SEWER & POTABLE WATER FACILITIES

A. Special Effluent: If the discharge of any special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:

N/A - Communications Tower.

B. Private On-Site Facilities: If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including:

1. Method and degree of treatment:

2. Quality of the effluent:

3. Expected life of the facility:

4. Who will operate and maintain the internal collection and treatment facilities:

5. Receiving bodies or other means of effluent disposal:

C. **Spray Irrigation:** If spray irrigation will be used, specify:
1. The location and approximate area of the spray fields:

2. Current water table conditions:

3. Proposed rate of application:

4. Back-up system capacity:

PART 10
ADDITIONAL REQUIREMENTS

A. **Major Planned Developments:**
1. **Surface Water Management Plan.** A written description of the surface water management plan as required by LCLDC Section 34-373(b)(1). **[34-373(b)(1)]**
2. **Phasing Program.** If the development is to be constructed in phases or if the Traffic Impact Statement utilized phasing, then a description of the phasing program must be submitted. **[34-373(b)(3)]**
3. **Protected Species Survey.** A protected species survey is required for large developments (as defined in LCLDC Section 10-1) as specified in LCLDC Section 10-473. **[34-373(b)(2)]**

B. **Amendments to Built Planned Developments:** The consent of the owners of the remainder of the original planned development is not required, but these owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property. Attach proof of notice to other property. **[34-373(c)]**

C. **Development of Regional Impact:** Binding letter of interpretation from DCA or a complete and sufficient ADA. (See also Application for Public Hearing for DRI Form.) **[34-373(d)(9)]**

D. **Private Recreational Facility Planned Developments (PRFPDs):**
1. **Master Concept Plan, PRFPD.** Master Concept Plan showing and identifying information required by LDC Section 34-941(g)(1). Copies of the Master Concept Plan must be provided in two sizes, 24”x36” and 11”x17”, and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. **[34-941(g)(1)]**
2. **Conceptual Surface Water Management Plan.** A Conceptual Surface Water Management Plan must be submitted. The plan must be viable and take into consideration any natural flowway corridors, cypress heads, natural lakes, and the restoration of impacted natural flowway corridors. **[34-941(d)(3)b.i.1)]**
3. **Well Drawdown Information.** If within an area identified as an anticipated drawdown area for existing or future well development, demonstration of compliance with LCLDC Section 34-941(d)(3)d.i & ii. must be provided. **[34-941(d)(3)d.]**
4. **Preliminary Indigenous Restoration Plan.** A Preliminary Indigenous Restoration Plan must be provided if on-site indigenous restoration is being used to meet the indigenous native plant community preservation requirement. **[34-941(e)(5)f.iii.]**

5. **Environmental Assessment.** An Environmental Assessment must be provided which includes, at a minimum, an analysis of the environment, historical and natural resources. **[34-941(g)(2)]**

6. **Demonstration of Compatibility.** Written statements concerning how the applicant will assure the compatibility of the proposed development with nearby land uses (by addressing such things as noise, odor, lighting and visual impacts), and the adequate provision of drainage, fire and safety, transportation, sewage disposal and solid waste disposal must be provided. **[34-941(g)(4)]**

E. Potable Water & Central Sewer. Will the project be connected to potable water and central sewer as part of any development of the property?

☐ **YES** (Provide a 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)]** Communications Tower, power & telco only.

F. 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)]**

G. 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)

H. 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).

I. Hazardous Materials Emergency Plan for Port Facilities: [12-110(a)(16)]

☒ Not Applicable

☐ Provide a Hazardous materials emergency plan.

J. Mobile Home Park: [34-174(h)]

☒ 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).

K. 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]** Please see enclosed Tall Structures Permit.

PART 5 SUBMITTAL REQUIREMENT CHECKLIST		
Clearly label your attachments as noted in bold below		
Copies Required		**SUBMITTAL ITEMS**
3	☒	Completed application for Public Hearing [34-202(a)(1)]
1	☒	Filing Fee - [34-201(d)]
1	☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)]
3	☒	**Affidavit of Authorization** (notarized) Form [34-202(a)(3)]
3	☐	**Additional Agents** [34-202(a)(4)]
3	☐	**Multiple Owners List** (if applicable) [34-202(a)(2)]
3	☒	**Disclosure of Interest** Form (multiple owners) [34-202(a)(2)]
3	☒	**Legal description (must submit)** [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.)
3	☒	**Boundary Survey** – not required if platted lot (2 originals required) [34-202(a)(6)]
3	☐	**Property Owners list** (if applicable) [34-202(a)(8)]
3	☐	**Property Owners map** (if applicable) [34-202(a)(8)]
3	☒	Confirmation of **Ownership/Title Certification** [34-202(a)(7)] **/See Condominium Declaration and Sunbiz Detail By Entity Page**
3	☐	**STRAP Numbers** (if additional sheet is required) [34-202(a)(5)] **27-45-24-22-00000.00CE**
1	☒	**List of Surrounding Property Owners** [34-202(a)(9)]
1	☒	**Map of Surrounding Property Owners** [34-202(a)(9)]
1	☒	**Mailing labels** [34-202(a)(9)]
3	☒	List of **Zoning Resolutions** and Approvals
3	☐	Summary of **Public Informational Session** (if applicable)
3	☐	**Waivers** from Application Submission Requirements (if applicable) [34-201(c)]
3	☐	Preliminary **Density** Calculations (if applicable)
3	☒	**Request Statement** [34-373(a)(5)]
3	☐	Traffic Impact Statement (**TIS**) (not required for existing development) [34-373(a)(7)]
3	☒	Master Concept Plan (**MCP**), **Non-PRFPD** [34-373(a)(6)]
3	☐	**Schedule of Uses** [34-373(a)(8)]
3	☒	Schedule of **Deviations and** Written **Justification** [34-373(a)(9)] **See Request Statement.**
3	☒	**Topography** (if available) [34-373(a)(4)b.iv.]
3	☒	**Soils Map** [34-373(a)(4)b.9.]
3	☐	**FLUCCS Map** [34-373(a)(4)c.]
3	☐	Rare & Unique **Upland Habitat Map** [34-373(a)(4)b.iii.]
3	☐	Existing and Historic **Flow-Ways Map** [34-373(a)(4)b.v.]
3	☐	**Surface Water Management Plan** (if applicable) [34-373(b)(1)]
3	☐	**Phasing Program** (if applicable) [34-373(b)(3)]
3	☐	**Protected Species Survey** (if applicable) [34-373(b)(2)]
3	☐	**Proof of Notice** (if applicable) [34-373(c)]

3	☐	**Binding Letter** from DCA (if applicable) [34-373(d)(9)]
3	☐	Master Concept Plan (**MCP**), **PRFPD** (if applicable) [34-941(g)(1)]
3	☐	**Conceptual Surface Water Management Plan** (if applicable) [34-941(d)(3)b.i.1)]
3	☐	**Well Drawdown** Information (if applicable) [34-941(d)(3)d.]
3	☐	Preliminary Indigenous **Restoration Plan** (if applicable) [34-941(e)(5)f.iii.]
3	☐	**Environmental Assessment** (if applicable) [34-941(g)(2)]
3	☐	Demonstration of **Compatibility** (if applicable) [34-941(g)(4)]
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)]
3	☐	Existing **Agricultural Use Affidavit** (if applicable) [34-202(a)(12)]
3	☐	Information Regarding **Proposed Blasting** (if applicable).
3	☐	Hazardous Materials **Emergency Plan** (if applicable)
3	☐	Mobile Home Park **Dislocated Owners** Information (if applicable) [34-202(b)(4)]
3	☒	**Tall Structures Permit** (if applicable) [34-1108]

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared Mattaniah S. Jahn, 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 1428 Edgewater Circle, Fort Myers, FL 33919 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

Mattaniah S. Jahn for Myerlee Golfside East Condominium Association, Inc.
Print Name

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

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, on 2-16-2024 (date) by Mattaniah S. Jahn (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

SHERIDAN MURPHY
Notary Public-State of Florida
Commission # HH 408847
My Commission Expires
June 11, 2027

Signature of Notary Public

AGENT OF RECORD LETTER

I, Magdelana Hagar, as CAM of Myerlee Golfside East Condominium Association, Inc., a condominium, (Myerlee Golfside) have the authority to execute this document. Myerlee Golfside owns the property located in Lee County, Florida; identified by STRAP # 27-45-24-22-00000.00CE / Folio # 10462933; and hereby designate and appoint the Law Office of Mattaniah S. Jahn, P.A. and/or Mattaniah S. Jahn, Esquire, 935 Main Street., Suite C4, Safety Harbor, Florida 34695, Phone 727-773-2221, Facsimile 727-773-2616, Email mjahn@thelawmpowered.com; aabunada@thelawmpowered.com, as my Agent of Record for the purpose of any and all permitting, zoning, and/or land use applications, hearings, or processes in association with the development of a communication facility on the aforementioned property.

My Agent of Record is hereby vested with authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with any of the aforementioned processes. My Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity. My Agent of Record has the authority to execute documents relating to any of the above described processes on my behalf.

M Hagar
Signature

M. Hagar
Printed Name

CAM Manager
Title

12.4.23
Date

STATE OF Florida
COUNTY OF lee

The foregoing instrument was acknowledged before me this 4 day of December 2023, by M. Hagar who is personally known to me or who has produced _____ as identification.

Kristi A Valentine
Notary Public

(SEAL) KRISTI ANNE VALENTINE MY COMMISSION # HH 298408 EXPIRES: December 8, 2026

Kristi A Valentine
Printed Name of Notary

AGENT OF RECORD LETTER

I, John Stevens, as VP of Development of VB BTS II, LLC ("Vertical Bridge") have the authority to execute this document. Vertical Bridge leases the property located in Lee County, Florida; identified by STRAP # 27-45-24-22-00000.00CE / Folio # 10462933; and hereby designate and appoint Mattaniah S. Jahn, P.A. and/or Mattaniah S. Jahn, Esquire, 935 Main Street., Suite C4, Safety Harbor, Florida 34695, Phone 727-773-2221, Facsimile 727-773-2616, Email mjahn@thelawmpowered.com; aabunada@thelawmpowered.com, as my Agent of Record for the purpose of any and all permitting, zoning, and/or land use applications, hearings, or processes in association with the development of a communication facility on the aforementioned property.

My Agent of Record is hereby vested with authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with any of the aforementioned processes. My Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity. My Agent of Record has the authority to execute documents relating to any of the above described processes on my behalf.

Upon the securing of all necessary/required permits for VB BTS II, LLC, this authorization is recalled and revoked, thus concluding my permission.

Signature

John Stevens
Printed Name

VP of Development
Title

11/30/2023
Date

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of November, 2023 by John Stevens who is personally known to me or who has produced _____ as identification.

(SEAL)

ESTHER NELSON
Notary Public - State of Florida
Commission # HH 464044
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

Esther Nelson
Notary Public

Esther Nelson
Printed Name of Notary

ESTHER NELSON
Notary Public - State of Florida
Commission # HH 464044
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

Property Data

STRAP: 27-45-24-22-00000.00CE Folio ID: 10462933

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Owner Of Record - Sole Owner [Change Address]

MYERLEE GOLFSIDE EAST CONDO
1386 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

Site Address

Site Address maintained by E911 Program Addressing

1428 EDGEWATER CIR
FORT MYERS FL 33919

Property Description

Do not use for legal documents!

MYERLEE GOLFSIDE EAST CONDO
COMMON AREA
DESC OR 1982 PG 433
+ OR 1019 PG 1141

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Just	0

Attributes

Land Units Of Measure	
Units	0.00
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Image of Structure



Property Value History

Tax Year	Just	Land	Market Assessed	Capped Assessed	Exemptions	Taxable
2001	0	0	0	0	0	0
2002	0	0	0	0	0	0
2003	0	0	0	0	0	0
2004	0	0	0	0	0	0
2005	0	0	0	0	0	0
2006	0	0	0	0	0	0
2007	0	0	0	0	0	0
2008	0	0	0	0	0	0
2009	0	0	0	0	0	0
2010	0	0	0	0	0	0
2011	0	0	0	0	0	0
2012	0	0	0	0	0	0

2013	0	0	0	0	0	0
2014	0	0	0	0	0	0
2015	0	0	0	0	0	0
2016	0	0	0	0	0	0
2017	0	0	0	0	0	0
2018	0	0	0	0	0	0
2019	0	0	0	0	0	0
2020	0	0	0	0	0	0
2021	0	0	0	0	0	0
2022	0	0	0	0	0	0

The **Just** value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to *Fair Market Value* we produce and is dated as of January 1st of the tax year in question (F.A.C. 12D-1.002).

The **Land** value is the portion of the total parcel assessment attributed to the land.

The **Market Assessed** value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the *Highest and Best Use* standard or the *Present Use* standard (*F.S. 193.011*) . For *Agriculturally Classified* parcels (or parts thereof), only agricultural uses are considered in the assessment (F.S. 193.461 (6) (a)). The difference between the *Highest and Best Use/Present Use* and the *Agricultural Use* is often referred to as the *Agricultural Exemption*.
(i.e. Market Assessed = Just - Agricultural Exemption)

The **Capped Assessed** value is the *Market Assessment* after any *Save Our Homes* or *10% Assessment Limitation* cap is applied. This assessment cap is applied to all properties and limits year-to-year assessment increases to either the *Consumer Price Index* or 3%, whichever is lower for Homestead properties OR 10% for non-Homestead properties.

The **Exemptions** value is the total amount of all exemptions on the parcel.

The **Taxable** value is the *Capped Assessment* after exemptions (*Homestead, etc.*) are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes.
(i.e. Taxable = Capped Assessed - Exemptions)

Exemptions / Classified Use

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No existing exemptions found for this property.

Values (2022 Trim)

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Property Values		Attributes	
Just	0	Land Units Of Measure	
Assessed	0	Units	0.00
Portability Applied	0	Total Number of Buildings	0
Cap Assessed	0	Total Bedrooms / Bathrooms	0
Taxable	0	1st Year Building on Tax Roll	N/A
Cap Difference	0	Historic Designation	No

Taxing Authorities

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IONA MCGREGOR FIRE / 068

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE CO ALL HAZARDS PROTECTION DIST / 101	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE CO UNINCORPORATED MSTU / 020	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
LEE COUNTY LIBRARY DIST / 052	Dependent District	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
IONA MCGREGOR FIRE DISTRICT / 050	Independent District	IONA MCGREGOR FIRE DISTRICT 6061 S POINTE BLVD FORT MYERS FL 33919
LEE CO HYACINTH CONTROL DIST / 051	Independent District	LEE CO HYACINTH CONTROL DIS 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
LEE CO MOSQUITO CONTROL DIST / 053	Independent District	LEE CO MOSQUITO CONTROL DIS 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	WEST COAST INLAND NAVIGATIO DIST 200 MIAMI AVE E VENICE FL 34285-2408
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
SFWMD-DISTRICT-WIDE / 110	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406

SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions

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Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
0.00	03/22/2021	2021000111886	77	There are 1 additional parcel(s) with this document (may have been split after the transaction date)... 27-45-24-22-00000.000A	I
0.00	02/17/2017	2017000049083	11	There are 1 additional parcel(s) with this document (may have been split after the transaction date)... 27-45-24-22-00000.000A	I
100.00	03/01/1988	1982/433	01		I
100.00	02/01/1974	1019/1141	01		I

View Recorded Plat at LeeClerk.org

Use the above link to view recorded plat information on the Lee County Clerk of Courts website.

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

Building/Construction Permit Data

Generated on 9/7/2022 5:33 PM

Permit Number	Permit Type	Date
ROF2018-05455	Roof	04/25/2018
ROF2018-05456	Roof	04/25/2018
ROF2018-04713	Roof	04/09/2018
ROF2018-04540	Roof	04/04/2018
ROF2018-04541	Roof	04/04/2018
ROF2018-03820	Roof	03/19/2018
ROF2018-03821	Roof	03/19/2018
ROF2018-03825	Roof	03/19/2018
ROF2018-03826	Roof	03/19/2018
ROF2018-03827	Roof	03/19/2018
COM2005-03738	Roof / Sheds	01/31/2006
FNC2004-01740	Fence	12/14/2004

ROF2004-00342	Roof	01/29/2004

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

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

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

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

Location Information

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Township	Range	Section	Block	Lot
45	24E	27	00000	00CE

Municipality	Latitude	Longitude
Lee County Unincorporated - 0	26.53596	-81.90258

Links

View Parcel on Google Maps

View Recorded Plat at LeeClerk.org
Use the above link to view recorded plat information on the Lee County Clerk of Courts website.

View Parcel on GeoView

Solid Waste (Garbage) Roll Data

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Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
002 - Service Area 2	-		0	0.00

Collection Days

Garbage	Recycling	Horticulture
Friday	Tuesday	Friday

Flood and Storm Information

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Flood Insurance Find my flood zone

Community	Panel	Version	Date	Evacuation Zone
125124	0417	F	8/28/2008	A

Address History

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Street Number	Street Name	Unit	City	Zip	Maintenance Date
	MYERLEE GOLFSIDE EAST C/E		FORT MYERS	33919	4/7/2021 2:56:50 PM
	MYERLEE GOLFSIDE EAST C/E		FORT MYERS		6/18/2012 12:47:32 PM
	COMMON ELEMENT		FORT MYERS		5/16/2012 10:02:29 AM
	COMMON ELEMENT		FORT MYERS	33919	5/30/2007 9:27:07 AM

	COMMON ELEMENT	Fort Myers	33919	4/14/2003 4:25:58 PM
0	HDR: MYERLEE GLFSD	Fort Myers	33919	5/16/2001 2:28:55 PM

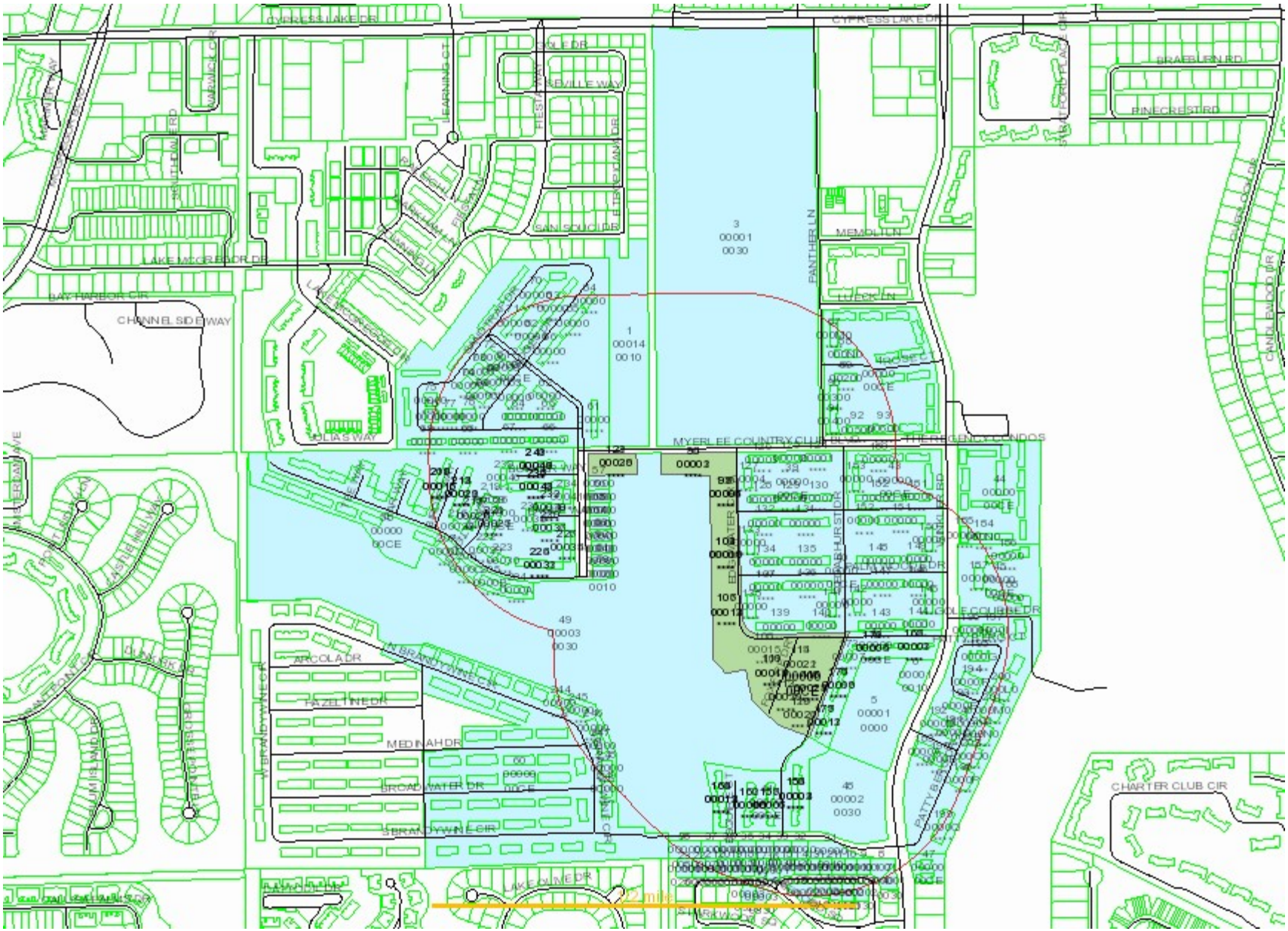
Appraisal Details (2022 Trim)

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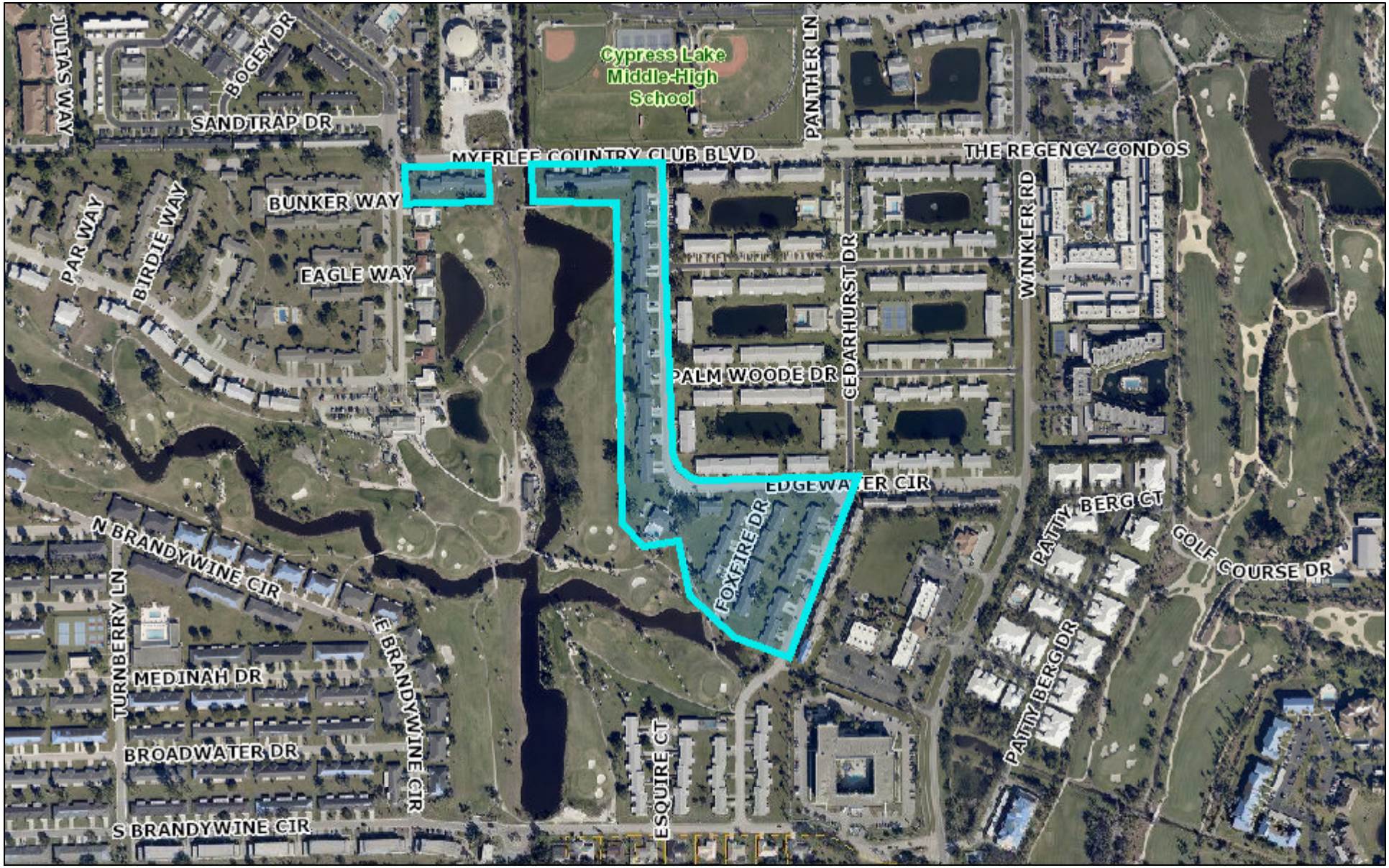
Appraisal Details (Current Working Values)

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CYPRESS LAKE DR
LAKE MCGREGOR DR
BAY HARBOR CIR
CHANNEL SIDE WAY
SOLIAS WAY
MYERLEE COUNTRY CLUB BLVD
THE REGENCY CONDOS
PANTHER LN
MEMBLTN
TUDOR LN
BRABURN RD
PINECREST RD
CANDLEWOOD DR
GOLF DR
SAN SOUCI DR
LEARNING CT
PRESTWICK CIR
WARWICK CIR
ARCOLA DR
HAZELINE DR
MEDINAH DR
BROADWATER DR
BRANDYWINE CIR
LAKE OLMEY DR
CHARTER CLUB CIR
GOLF COURSE DR
0.2 miles

GeoView Map



January 21, 2024 Air Photos: 2023 Hi-Res (3 inch)

1:6,000

0 275 550 1,100 ft

0 80 160 320 m

HospitalLocations
Library Locations

School Locations
School Locations
CCC_Parks

County Boundary

Major Roads Medium
I - 75

US 41
Other Highways
Other Roads

Parcels Near

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

LEE COUNTY DISTRICT SCHOOL BOA
2855 COLONIAL BLVD
FORT MYERS FL 33966

SONIC REAL ESTATE INVESTMENT
11350 NW 70TH ST
MIAMI FL 33178

HILL CHRISTINA L
CHRISTINA L JOHNSON
1509 CHARMONT PL
FORT MYERS FL 33919

HOME PARTNERS GA 2015 LLC
120 S RIVER SIDE PLAZA #2000
CHICAGO IL 60606

FORTIER ROBERT W + NORMA L
PO BOX 968
CALAIS ME 04619

LANDFRIED LOUISE G
1469 CHARMONT PL
FORT MYERS FL 33919

WAUGH THOMAS D & LILLIAN E
1457 CHARMONT PL
FORT MYERS FL 33919

PRIMICH LINDA M TR
900 SAN CARLOS DR
FORT MYERS BEACH FL 33931

WILLIAMSON MARCUS HARLEY
1431 N LARKWOOD SQ
FORT MYERS FL 33919

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MYERLEE GARDENS CONDO ASSOC
ALLIANT PROPERTY MANAGEMENT
13831 VECTOR AVE
FORT MYERS FL 33907

CYPRESS LAKES MANOR ASSN S
8771 ROSE CT
FORT MYERS FL 33919

SANIBEL CAPTIVA COMMUNITY BANK
7500 COLLEGE PKWY
FORT MYERS FL 33907

BRODD CHRISTIAN A +
1501 CHARMONT PL
FORT MYERS FL 33919

CLARK JAMES C & JOYCE D L/E
1489 CHARMONT PL
FORT MYERS FL 33919

BOYLE BRENDAN PATRICK
1477 CHARMONT PL
FORT MYERS FL 33919

BLEDSOE JULIE
1463 CHARMONT PL
FORT MYERS FL 33919

KLEINHENZ THOMAS R +
1451 CHARMONT PL
FORT MYERS FL 33919

BERGMANN TERRI JOANNE TR
1439 N LARKWOOD SQ
FORT MYERS FL 33919

BLAKE MEGAN JO
1425 N LARKWOOD SQ
FORT MYERS FL 33919

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WENRICK STEPHANIE
1419 N LARKWOOD SQ
FORT MYERS FL 33919

NEWBURG MATTHEW B &
1411 N LARKWOOD SQ
FORT MYERS FL 33919

MOGUEL MARIO TR
1405 N LARKWOOD SQ
FORT MYERS FL 33919

ALOIA LAUREN J TR
8261 GLENFINNAN CIR
FORT MYERS FL 33912

BARR RAYMOND +
1480 CHARMONT PL
FORT MYERS FL 33919

HERMANCE ROBERT A & ANNIE D
1488 CHARMONT PL
FORT MYERS FL 33919

GILLAN BRADLEY
1496 CHARMONT PL
FORT MYERS FL 33919

KIMBROUGH KENDRA
1463 N LARKWOOD SQ
FORT MYERS FL 33919

BUTLER AMY J +
310 E ADAMS ST
HOMER MI 49245

MARTINEZ RAUL OMAR &
1448 N LARKWOOD SQ
FORT MYERS FL 33919

BISSETT PATRICK & ELEONORA
1448 S BRANDYWINE CIR
FORT MYERS FL 33919

SCHULTE EVELYN M TR
1444 S BRANDYWINE CIR
FORT MYERS FL 33919

HOWE WENDELL & DOTTIE
1440 S BRANDYWINE CIR
FORT MYERS FL 33919

DUVALL DAVID M & KATHIE
1436 BRANDYWINE CIR
FORT MYERS FL 33919

OBERDORF ALICE
1432 S BRANDYWINE CIR
FORT MYERS FL 33919

CRAY SCOTT D & BETTY L
1428 S BRANDYWINE CIR
FORT MYERS FL 33919

VAN NOSTRAND GARY &
1424 S BRANDYWINE CIR
FORT MYERS FL 33919

J T ENTERPRISES LLC
1772 LAFAYETTE LN
MOUND MN 55364

MYERLEE PARK WEST CONDO ASSN
6916 CEDARHURST DR
FORT MYERS FL 33919

MYERLEE PARK HOMES CONDO
1528 SADDLE WOODE DR
FORT MYERS FL 33919

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MYERLEE ESQUIRE COURTS CONDO
7073 ESQUIRE CT
FORT MYERS FL 33919

MYERLEE SQUARE CONDO ASSN
8270 COLLEGE PKWY STE 104
FORT MYERS FL 33919

MYERLEE PARK NORTH CONDO
6916 CEDARHURST DR
FORT MYERS FL 33919

REGENCY CONDO ASSN
6777 WINKLER RD
FORT MYERS FL 33919

CYPRESS CONDO ASSN PHASE I+II
HAYDEN + ASSOCS
8359 BEACON BLVD STE 313
FORT MYERS FL 33907

CYPRESS LAKE COUNTRY CLUB
8690 PATTY BERG CT
FORT MYERS FL 33919

SAND TRAP VILLAS CONDO
7207 WINKLER ROAD
FORT MYERS FL 33919

CPF LIVING COMMUNITIES II - FO
2 N TAMIAMI TR STE 200
SARASOTA FL 34236

MYERLEE COUNTRY CLUB INC
1380 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

COUTO AIDA K
6967 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

SHANE PAUL E
6961 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

SAMMONS KARA ANN
6953 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

CARROLL THOMAS &
6947 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

SHIELDS HERBERT J
14691 CLINTON RD
DOYLESTOWN OH 44230

BUNCH TROY LEE TR
6933 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

FOGARTY WILLIAM & ROSA M
6927 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

HAUBER NANCY A +
2529 CROSS COUNTRY DR
PORT ORANGE FL 32128

MYERLEE COUNTRY CLUB ESTATES
1288 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MYERLEE CIRCLE CONDO
6945 DOGLEG WY
FORT MYERS FL 33919

BRANDYWINE CONDO PH I
ASSOCIATION
1230 N BRANDYWINE CIR
FORT MYERS FL 33919

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PHYLLIS KURLAS TRUST
6899 MYERLEE GARDENS AVE
FORT MYERS FL 33919

MACGIFFERT ROBERT M SR &
461 JOSLEN BLVD
HUDSON NY 12534

KELLY TIMOTHY R TR
6895 MYERLEE GARDENS AVE
FORT MYERS FL 33919

GESHELIN IRA L
6893 MYERLEE GARDENS AVE
FORT MYERS FL 33919

RUSS DAVID A & DIANE M TR
8160 CHATSWORTH CT
FORT MYERS FL 33919

PATTEN BEVERLY SUE TR
6889 MYERLEE GARDENS AVE
FORT MYERS FL 33919

BAILLARGEON VERN D
859 HATCHEE VISTA LN
FORT MYERS FL 33919

COSTO JOSE E
1352 MYERLEE GARDENS AVE
FORT MYERS FL 33919

DAVIS PATTI D
1350 MYERLEE GARDENS AVE
FORT MYERS FL 33919

GOULD DAN R
27 NORTH ST
WOODSTOCK IL 60098

ALAN R GOULD TRUST +
1346 MYERLEE GARDENS AVE
FORT MYERS FL 33919

SWEISFORD MELISSA A
1344 MYERLEE GARDENS AVE
FORT MYERS FL 33919

WATTS DEBORAH M
6861 BOGEY DR
FORT MYERS FL 33919

YOUNG THELMA L
6863 BOGEY DR
FORT MYERS FL 33919

COLE LOUIS & BARBARA
169 THIRD 1402 RT 9 S
CAPE MAY COURT HOUSE NJ 08210

VIOLETTE LEO & JUDITH
6867 BOGEY DR
FORT MYERS FL 33919

MAHADY MARTIN J L/E
6869 BOGEY DR
FORT MYERS FL 33919

HELD JAMES R & GAIL A L/E
718 CEDAR BLUFFS WAY #32
SLINGER WI 53086

LOMANO DAWANA TR
13839 LILY PAD CIR
FORT MYERS FL 33907

CAMPEN PAMELA L/E
1335 SANDTRAP DR
FORT MYERS FL 33919

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FREITAS JEFFREY & NICOLE
1511 BASS LN
FORT MYERS FL 33919

SCHULTZ RICHARD ALAN & OLGA
1339 SANDTRAP DR
FORT MYERS FL 33919

ZYCH MARY G +
1345 SEMINOLE DR
HOLLAND MI 49424

QUILL JOHN T + DEBORAH S
7311 BUNKER HILL CREST
INDIANAPOLIS IN 46259

HIGH CONSTANCE M TR
1349 SANDTRAP DR # 25
FORT MYERS FL 33919

HENRY J FITZGIBBON TRUST
1351 SANDTRAP DR UNIT 26
FORT MYERS FL 33919

SCHENKEL JAMES B &
90 HIGH ST
FAIRPORT NY 14450

GRESHAM JOHN & MARY JANE
1355 SANDTRAP DR
FORT MYERS FL 33919

SCHNEIDER JANET A TR
9099 RED CANYON DR
FORT MYERS FL 33908

PLUTA JOANNE +
73 SHORT RD
HARDWICK MA 01082

BELLOMO MICHAEL W &
1358 SANDTRAP DR
FORT MYERS FL 33919

SNYDER BETTE M TR
1356 SANDTRAP DR
FORT MYERS FL 33919

HENSON RICKEY RAY
1006 ROBERTS
LAFAYETTE IN 47904

EMILY G DEMELLO TRUST
1352 SANDTRAP DR
FORT MYERS FL 33919

WINGATE MARK A & ROBYNN
371 TIPTON LN
BLOUNTVILLE TN 37617

DAHLEN GARY L & CHRISTINE L
N58W21498 MCLAUGHLIN DR
MENOMONEE FALLS WI 53051

TOLLEFSON DOUGLAS W
1342 SANDTRAP DR
FORT MYERS FL 33919

SNYDER LINDA
1340 SANDTRAP DR
FORT MYERS FL 33919

SOLOMON CHARLES R &
1338 SANDTRAP DR
FORT MYERS FL 33919

DEMAREE BRENDA L
1336 SANDTRAP DR
FORT MYERS FL 33919

KRYSTOSEK JAMES M & CAROL K
1334 SANDTRAP DR
FORT MYERS FL 33919

LORENZ DAVID & RHONDA
1332 SANDTRAP DR
FORT MYERS FL 33919

SCHINDLER RICHARD N SR &
1326 SANDTRAP DR
FORT MYERS FL 33919

VETOR TOMMY A & RANA L
1324 SANDTRAP DR
FORT MYERS FL 33919

RAASAKKA MARK A & MARY ANN
1322 SANDTRAP DR
FORT MYERS FL 33919

ROELLE STEVEN J & SUSAN L
410 PARKINGTON DR
MUSCATINE IA 52761

BLAKE SUSAN M
1318 SANDTRAP DR
FORT MYERS FL 33919

THOMPSON TAMARA S
1316 SANDTRAP DR
FORT MYERS FL 33919

BOBB KATHRYN W
1310 SANDTRAP DR
FORT MYERS FL 33919

COLLINGTON CHARLES W &
236 LANDAU WAY
BEAR DE 19701

SIDWELL HARRY A & LUCIA
1306 SANDTRAP DR
FORT MYERS FL 33919

STAUBACH JOSEPH +
1304 SANDTRAP DR
FORT MYERS FL 33919

TAYLOR SHARON K
1302 SANDTRAP DR
FORT MYERS FL 33919

WOZNIAK MARY
1300 SANDTRAP DR
FORT MYERS FL 33919

KLUKIEWICZ KATHRYN M
607 MILL PL
MONTGOMERY NY 12549

MANDRACCHIA PAUL & JEANNIE
6813 SANDTRAP DR
FORT MYERS FL 33919

GOLDSMITH LEON JR & KERRI
14039 IMAGE LAKE CT
FORT MYERS FL 33907

COLLINS JULIA B
6817 SANDTRAP DR UNIT 118
FORT MYERS FL 33919

LAJOIE DARIUS S &
11 HUNTING RIDGE DR
SIMSBURY CT 06070

BEVERLY GILBERT
124 RANSFORD AVE
ROCHESTER NY 14622

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MOORE DENNIS D +
152 W HARVEST LN
CRAWFORDSVILLE IN 47933

KLAUS CAROL A
6825 SANDTRAP DR
FORT MYERS FL 33919

KIMBLE MARY E TR
6833 SANDTRAP DR
FORT MYERS FL 33919

FREITAS JEFFREY J &
1511 BASS CIR
FORT MYERS FL 33919

MENARD ALLEN LEE &
6837 SANDTRAP DR
FORT MYERS FL 33919

CHRISTIAN ROBERT & JULIANNA
5361 N 700 EAST
CHURUBUSCO IN 46723

HARRIS KATHLEEN T
6841 SANDTRAP DR
FORT MYERS FL 33919

SHARPE JEAN E TR
6843 SANDTRAP DR
FORT MYERS FL 33919

CHARTER SUSAN
6845 SANDTRAP DR
FORT MYERS FL 33919

SPALTY CHARLES JOHN +
6847 SANDTRAP DR
FORT MYERS FL 33919

NEWMAN RICHARD L
6861 SANDTRAP DR
FORT MYERS FL 33919

JANVIER CHARLES S
6865 SANDTRAP DR
FORT MYERS FL 33919

PREBOR LAYNE D & ISABEL C
6867 SANDTRAP DR
FORT MYERS FL 33919

GODDARD JULIE
6863 SANDTRAP DR
FORT MYERS FL 33919

GATES FRANCINE T
6871 SANDTRAP DR
FORT MYERS FL 33919

CALLIARI BRADLEY C & SUSAN
867 CENTRAL CHRISTIAN RD
DU BOIS PA 15801

KORDARIS JEAN TORGERSON
6877 SANDTRAP DR
FORT MYERS FL 33919

GLORIOSO RICKY L &
5744 W SCHOOL ST
CHICAGO IL 60634

MEZGER JOHN W JR & DARLA
6881 SANDTRAP DR
FORT MYERS FL 33919

JOHNSONTON CYNTHIA L
6885 SANDTRAP DR
FORT MYERS FL 33919

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WILSON RICK & ANA NATALIA
6887 SANDTRAP DR
FORT MYERS FL 33919

BEHRENS GARY E
6883 SANDTRAP DR
FORT MYERS FL 33919

KOENIG KAY
2427 SIMPSON LN
SHELBYVILLE IN 46176

KEENE JEFFREY A & REBECCA A
6895 SANDTRAP DR
FORT MYERS FL 33919

CICCANTI MARK A & LINDA R
6897 SANDTRAP DR
FORT MYERS FL 33919

LICHTENBERG MARIAN P
6893 SANDTRAP DR
FORT MYERS FL 33919

VONDRA MARTIN
1305 SANDTRAP DR
FORT MYERS FL 33919

UNVERZAGT HANNELORE
1303 SANDTRAP DR
FORT MYERS FL 33919

SUN ALBERT I
1307 SANDTRAP DR
FORT MYERS FL 33919

HILL JOSEPH A & DIANE
808 CHRISTOPHER DR
EVANSVILLE IN 47711

MOSCOE EUNICE C +
1311 SANDTRAP DR
FORT MYERS FL 33919

OLSBERG KEVIN +
107 W SPRING DR
TWIN LAKES WI 53181

KINCAID THOMAS H TR
8136 WATERMARK CT
WEST CHESTER OH 45069

CARBER EUGENE R & GAIL J
2627 DUGGLEBY ST
DAVENPORT IA 52803

PECK ROY E JR & DONNA
1319 SANDTRAP DR
FORT MYERS FL 33919

HAMILTON ANNE LOUISE TR
1323 SANDTRAP DR
FORT MYERS FL 33919

SCHLADAND CHARLES B JR &
221 BARTHOLOMEW BLVD
JEFFERSONVILLE IN 47130

FLORENCE THOMAS J & MARY JO
1321 SANDTRAP DR
FORT MYERS FL 33919

LICARI WILLIAM A & TRISHA A
1985 GLENDALE DR
WABASH IN 46992

DIAZ MILAGROS
6882 BOGEY DR
FORT MYERS FL 33919

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KUBALL LARRY & MARY
1729 DERFLA DR
SAINT JOSEPH MI 49085

MIKE DEVOOGHT REAL ESTATE LLC
PO BOX 3877
PAGOSA SPRINGS CO 81147

WHITE MICHAEL Z & TRACY M TR
7429 PEPPER CREEK
WEST BLOOMFIELD MI 48322

HALLEY PETER WALTER &
10209 KITTREDGE PKWY NE
OTSEGO MN 55301

HOPKINS GARY MANCHESTER
6874 BOGEY DR
FORT MYERS FL 33919

CARNES RICHARD A & MARY SUE
1895 N SHORE DR
MEARS MI 49436

HAYDEN ANN M +
6866 BOGEY DR
FORT MYERS FL 33919

BENEDETTO KURT & EVA
17744 GALERY DR
FARMINGTON MN 55024

SCHREIBER PATRICIA A
6864 BOGEY DR
FORT MYERS FL 33919

KING VICKIE C
6868 BOGEY DR
FORT MYERS FL 33919

MARY RITA TRUST
6846 BOGEY DR
FORT MYERS FL 33919

HOGLUND JOHN +
6844 BOGEY DR
FORT MYERS FL 33919

FLORES BEATRIZ
205-56 BRIAN CRESCENT
BAYSIDE NY 11360

WILSON JOHN T & GAIL A
9439 LINCOLNWOOD DR
EVANSTON IL 60203

GRZYBOWSKI JOHN & KAREN
6838 BOGEY DR
FORT MYERS FL 33919

CARLSON THOMAS L + BARBARA J
6836 BOGEY DR
FORT MYERS FL 33919

LIPARI TERESA
6834 BOGEY DR
FORT MYERS FL 33919

WEIR JAMES P JR &
135 VAN SCHAICK AVE
COHOES NY 12047

HUELSEMANN LORENE
6826 BOGEY DR
FORT MYERS FL 33919

HUBBELL GREGG A & JOAN C TR
6824 BOGEY DR UNIT 180
FORT MYERS FL 33919

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RICKARD JOAN C TR
6822 BOGEY DR
FORT MYERS FL 33919

SCAMIHORN KAREN L
533 GIPPER WAY EAST
AVON IN 46123

WEBB JOHN K + LINDA K
6818 BOGEY DR
FORT MYERS FL 33919

FREED JOHN E
6816 BOGEY DR
FORT MYERS FL 33919

MACENAS NICHOLAS J &
6814 BOGEY DR
FORT MYERS FL 33919

ZABORSKI JOAN & KENNETH
106 COOLSPRING DR
CRANSTON RI 02920

BRENNAN JAMES ANTHONY &
6801 BOGEY DR
FORT MYERS FL 33919

HULL BRUCE D TR
6803 BOGEY DR
FORT MYERS FL 33919

BILLINGS RUTH A
3713 AMICK WAY
LEXINGTON KY 40509

MCCOOL MICHAEL & BERNADINE
1707 TIDEWATER AVE
RIO GRANDE NJ 08242

KNAEBLE JOSEPH C & JOLENE M
6811 BOGEY DR
FORT MYERS FL 33919

MELKA JEANNE L TR
6813 BOGEY DR
FORT MYERS FL 33919

NEWELL EDWARD F JR + SHARON TR
1 RIDGEFIELD DR
GORHAM ME 04038

MUCCI DENNIS R & CATERINA +
3430 SANDY SHORE DR
METAMORA MI 48455

SCHULTZE HELEN CHARLENE
6819 BOGEY DR
FORT MYERS FL 33919

GILLASPIE JAMES A &
10474 W 140TH ST S
PRAIRIE CITY IA 50228

REYES GRACIELA L/E
6823 BOGEY DR
FORT MYERS FL 33919

PERRY JULIA ANN +
6825 BOGEY DR
FORT MYERS FL 33919

DERAGON MADELEINE I L/E
6833 BOGEY DR
FORT MYERS FL 33919

KACSANEK ANDREW JOSEPH III
8920 TOWNSHIP 85
MILLERSBURG OH 44654

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GACKSTETTER GREGORY P &
6837 BOGEY DR
FORT MYERS FL 33919

NORD ROSEMARY G TR
6839 BOGEY DR
FORT MYERS FL 33919

NORD CHRISTOPHER A &
6841 BOGEY DR # 207
FORT MYERS FL 33919

TARVIN MARILYN J +
6841 BOGEY DRVE
FORT MYERS FL 33919

FLINN MIKE R
33 SIMCOE PL
HALIFAX NS B3M 1H2
CANADA

ROSE RAYMOND C TR
56 RUSTIC DR
WEYMOUTH MA 02190

CULL DON J +
127 WALFORD RD E
SUDBURY ON P3E 2G8
CANADA

BOWSER REX JAY
6741 PANTHER LN #2
FORT MYERS FL 33919

MURRIE BONNIE J
6741 PANTHER LN M-3
FORT MYERS FL 33919

GARRY TIMOTHY P TR
980 SE 13TH AVE
FOREST LAKE MN 55025

ARTHUR ROBERT L & CATHY L L/E
9 CRESTVIEW DR
MARSHALLTOWN IA 50158

SHERLOCK WILLIAM A +
7719 W US HIGHWAY 150
EDWARDS IL 61528

THOMPSON SANDRA L
8790 ROSE CT # 1
FORT MYERS FL 33919

BYERS MICHAEL W L/E
8790 ROSE CT #2
FORT MYERS FL 33919

FRANCESE DENISE & ENRICO L/E
8790 ROSE CT #3
FORT MYERS FL 33919

TUTOR ELMON LEE TR
8790 ROSE CT #4
FORT MYERS FL 33919

BRUNO FRANCIS A & J GAIL
8790 ROSE CT #5
FORT MYERS FL 33919

LEES RANDALL & MARGARET
8790 ROSE CT #6
FORT MYERS FL 33919

RUTTEN LEE & NANCY
8791 ROSE CT #S1
FORT MYERS FL 33919

TRAUDT RICHARD
8791 ROSE CT # S2
FORT MYERS FL 33919

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WASSERLAUF MICHELE &
8791 ROSE CT #3
FORT MYERS FL 33919

GOOD LARRY D & SANDRA M
8383 NW 44TH TERR
OCALA FL 34482

FINLEY MICHELE &
8791 ROSE CT #5
FORT MYERS FL 33919

CORREA SERGIO & CLEUSA
8791 ROSE CT #6
FORT MYERS FL 33919

WEILER THOMAS G & JANET L
6761 PANTHER LN #1
FORT MYERS FL 33919

FARROW DONNA J
6761 PANTHER LN #2
FORT MYERS FL 33919

HUTCHINS KATHRYN A TR
1161 MAPLEWOOD DR
JENISON MI 49428

SMITH JANICE L
6761 PANTHER LN # 4
FORT MYERS FL 33919

PALMER DANA R TR
3224 144TH AVE
HAM LAKE MN 55304

RENZELLA MICHAEL +
450 ESTER ST
SUDBURY ON P3E 5C4
CANADA

NEELY CONNIE SUE TR
6771 PANTHER LN UNIT U1
FORT MYERS FL 33919

LUMLEY ALGIE G TR
PO BOX 645
O FALLON MO 63366

HAZEN FREDERICK & JOY
3063 AUTUMN HILL TR #3
NEW ALBANY IN 47150

LOADHOLTZ JOYCE W TR
6771 PANTHER LN #4
FORT MYERS FL 33919

HOCHGESANG-NOFFSINGER EMMA
706 SKYLAND DRIVE
CORNELIA GA 30531

CROWELL DAN & LISA
4615 BERINGER DR
LAFAYETTE IN 47909

KEISLING EDWARD J &
1505 MYERLEE COUNTRY CLUB BLVD UNIT V1
FORT MYERS FL 33919

OCONNELL LUCILLE +
1505 MYERLEE COUNTRY CLUB BLVD #2
FORT MYERS FL 33919

MANSUKHANI INDER L/E
1505 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MILLER ELLEN ANN TR
1505 MYERLEE COUNTRY CLUB BLVD #4
FORT MYERS FL 33919

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GERNAT GAIL A
222 HOLMES RD
PITTSFIELD MA 01201

CLINE GARY L
APT V6
1505 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

STOKES GAIL
1515 MYERLEE COUNTRY CLUB BLVD #1
FORT MYERS FL 33919

SPEER CAROL J
7119 E HANNA AVE
INDIANAPOLIS IN 46239

ZUPPINGER PETER J &
1515 MYERLEE COUNTRY CLUB BLVD #3
FORT MYERS FL 33919

KELLEY MARY M &
6809 MILWAUKEE ST #302
MADISON WI 53718

PIRLOT CRAIG E & KAREN A
3918 LINDA VISTA VE NE
RIO RANCHO NM 87124

SAVIDGE TODD & CHRISTINE
511 GARDENER ST
MUSKEGON MI 49442

ALLEN AARON JOSEPH &
1650 COLUMBIA RD UNIT 2
BOSTON MA 02127

MARQUARDT MEGAN +
17517 GILLICAN OVERLOOK RD
DAVIDSON NC 28036

SECOR STEFANIE W
HENRY DOSCH
2421 EDNA CT
EAST MEADOW NY 11554

WARREN JERRY WIN &
1412 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

FAGAN DENNIS P TR
1424 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MCALPINE KINGSLEY J
1420 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

SCHENKEL JERRY L
6914 EDGEWATER CIR
FORT MYERS FL 33919

MILLER STEPHEN C &
6910 EDGEWATER CIR
FORT MYERS FL 33919

MACPHERSON DOUGLAS &
6922 EDGEWATER CIR
FORT MYERS FL 33919

HILL KAY
6918 EDGEWATER CIR
FORT MYERS FL 33919

HELEN J TURNEY TRUST
146 NORTH LAMBERT RD
GLEN ELLYN IL 60137

GUGLIOTTI SALVATORE
6926 EDGEWATER CIR
FORT MYERS FL 33919

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ZEBIG FRANCES V TR
FANCES ZEBIG
2619 FORUM BLVD APT 350
FORT MYERS FL 33905

GUTHRIE STEPHEN MICHAEL &
6946 EDGEWATER CIR
FORT MYERS FL 33919

RADLEY PAULA S
6952 EDGEWATER CIR
FORT MYERS FL 33919

MAIER OTTO & LINDA
6958 EDGEWATER CIR
FORT MYERS FL 33919

WILLIS CARL E & VIRGINIA J
6966 EDGEWATER CIR
FORT MYERS FL 33919

COLLINS DEBORAH S TR
6976 EDGEWATER CIR
FORT MYERS FL 33919

KALL MICHAEL P
6984 EDGEWATER CIRCLE
FORT MYERS FL 33919

FODOR ROBERT A TR
6992 EDGEWATER CIR
FORT MYERS FL 33919

ROBERTSON LUANN COWAN TR
2325 GOLFSIDE DR
LEBANON IN 46052

WOJKIEWICZ JOSEPH F JR TR
7012 FOXFIRE DR
FORT MYERS FL 33919

BAIRD WILLIAM & RENEE
6932 EDGEWATER CIR
FORT MYERS FL 33919

REEVE GORDON J D &
183 BIG HORN TRL
OKANAGAN FALLS BC V0H 1R3
CANADA

BENHAM RICHARD M & LINDA S
6950 EDGEWATER CIR
FORT MYERS FL 33919

BEGLEY JOSEPH & JANET K
24216 MILLCREEK LANE
PLAINFIELD IL 60586

OTTMANN DONNA +
6962 EDGEWATER CIR
FORT MYERS FL 33919

HOLROYD ROBERT & LINDA
6972 EDGEWATER CIR
FORT MYERS FL 33919

HILL CHRISTOPHER E
6980 EDGEWATER CIR
FORT MYERS FL 33919

COOPER FREDA E +
6988 EDGEWATER CIR
FORT MYERS FL 33919

DORMAN KAREN +
1444 EDGEWATER CIR
FORT MYERS FL 33919

COLEMAN LEGACY TRUST
PO BOX 303
BONDVILLE VT 05340

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FRANZ BARBARA C
7018 FOXFIRE DR
FORT MYERS FL 33919

KRAHL WILLIAM F &
7026 FOXFIRE DR
FORT MYERS FL 33919

BEAULIEU MARK NELSON &
7029 FOXFIRE DR
FORT MYERS FL 33919

HIGHTOWER MALCOLM L &
7021 FOXFIRE DR
FORT MYERS FL 33919

SIDES JAMES R
2945 ESTERO BLVD # 74
FORT MYERS BEACH FL 33931

ATHERTON ROBERT W &
7007 FOXFIRE DR #22A
FORT MYERS FL 33919

SHEPARD BARBARA
7012 CEDARHURST DR
FORT MYERS FL 33919

MAHER PAMELA C
7018 CEDARHURST DR
FORT MYERS FL 33919

LAW BRIAN D & SANTA MARIA
121 AMBER LANE
HUNTINGTOWN MD 20639

DEMITH GEORGIA M TR
7036 CEDARHURST DR
FORT MYERS FL 33919

GRIFFIN NORMAN C & MARY C
851 CHARLES ST
WILLOWICK OH 44095

GISH STEVEN & DEBORAH
7022 FOXFIRE DR
FORT MYERS FL 33919

HAUGHT CHERYL F
7033 FOXFIRE DR
FORT MYERS FL 33919

WALTON PATRICIA N TR
7025 FOXFIRE DR
FORT MYERS FL 33919

MACNAUGHTON PETER &
7017 FOXFIRE DR
FORT MYERS FL 33919

DEKEYPER PATRICIA TR
7011 FOXFIRE DR
FORT MYERS FL 33919

ENGELKE JOAN M L/E
7008 CEDARHURST DR
FORT MYERS FL 33919

MIILLER TRACY TR
28200 S HWY 125 UNIT 21
AFTON OK 74331

PATTERSON JASON O &
7022 CEDARHURST DR
FORT MYERS FL 33919

MARTIN DOROTHY H L/E
7032 CEDARHURST DR
FORT MYERS FL 33919

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EVANS JANE E
7044 CEDARHURST DR
FORT MYERS FL 33919

FOSTER KEN M & SARA JANE L/E
1386 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

PATEL MOEZ
1394 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

VASSOLO JORENE M
17719 PENNSYLVANIA CT
ORLAND PARK IL 60467

HIGBEE HARRIET E
1478 MYERLEE COUNTRY CLUB BLVD #1A
FORT MYERS FL 33919

HALSDORFF STEPHEN &
62 RIDGE TRL
DOUGLAS MA 01516

COX MEILING MAGGIE &
989 BAL ISLE DR
FORT MYERS FL 33919

BJORKMAN KAREN L +
1474 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

RAPPOLD GEORGE C &
98 MISTY LN
EAST AMHERST NY 14051

RAMSAY JANE
APT A
1466 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

YELLEN RICHARD
7040 CEDARHURST DR
FORT MYERS FL 33919

ROGERS ANN M
1382 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

RICHARDS BENITA GAIL
1390 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

HARPER RICHARD +
12478 ST ARMANDS CIR
CARMEL IN 46033

GOITIANDIA VALERIE
918 CLINTON AVE
SOUTH PLAINFIELD NJ 07080

FAWKES MARY ANNE
320 OLD LAKESHORE RD #10
GILFORD NH 03249

DIPASQUALE DELPHINE M &
4931 BAYVIEW RD
HAMBURG NY 14075

BALLARO FRANK
321 MACARTHUR DR
BUFFALO NY 14221

THIMLAR BERNICE +
8070 N CR 1050 W
ROYAL CENTER IN 46978

BRUNSON JOSEPH GERARD
2038 ALABAMA ST
INDIANAPOLIS IN 46202

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REED WILBURN P
1466 MYERLEE COUNTRY CLUB BLVD #2C
FORT MYERS FL 33919

CHAMPAGNE THOMAS J &
4838 BLACK BEAR DR
TRAVERSE CITY MI 49685

BUNTING MICHAEL H
1462 MYERLEE COUNTRY CLUB BLVD #2E
FORT MYERS FL 33919

DALLAS DANTE V & JOANNE B TR
1462 MYERLEE COUNTRY CLUB BLVD #2F
FORT MYERS FL 33919

JAMES APRIL LYNN
1462 MYERLEE COUNTRY CLUB BLVD #2G
FORT MYERS FL 33919

CEFARATTI VINCENT M +
846 CHARLES ST
WILLOWICK OH 44095

GILBERT PIERSON R & MARTHA
72 S W PAINE ST
HANOVER IN 47243

KRAUSE MARY ANN
1454 MYERLEE COUNTRY CLUB BLVD #3B
FORT MYERS FL 33919

HSIAO YOKE K
1454 MYERLEE COUNTRY CLUB BLVD #3C
FORT MYERS FL 33919

SAN ROBERT
1454 MYERLEE COUNTRY CLUB BLVD #3D
FORT MYERS FL 33919

DOS SANTOS MARIZA CARVALHO +
15562 PASCOLO LN
FORT MYERS FL 33908

CRANMER DALE F
2663 HAMPTON RD
MISHAWAKA IN 46544

BLACKFORD KATHLEEN
APT G
1450 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

VICARI PETER F &
1450 MYERLEE COUNTRY CLUB BLVD #3H
FORT MYERS FL 33919

DINDA JOSEPH &
1450 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

KUHAR JEANNETH MARISELA
121 N MAIN ST
PORT CHESTER NY 10573

SMITH WILLIAM J JR
6915 EDGEWATER CIR
FORT MYERS FL 33919

MEYER DEXTER
6915 EDGEWATER CIR #4B
FORT MYERS FL 33919

DUNKIN RAE H TR
6915 EDGEWATER CIR #4C
FORT MYERS FL 33919

COX MEILING MAGGIE +
989 BEL ISLE DR
FORT MYERS FL 33919

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OLSON DAVID D &
6919 EDGEWATER CIR #4E
FORT MYERS FL 33919

KISELAUSKAS CRISTINA E
6919 EDGEWATER CIR APT 4G
FORT MYERS FL 33919

GARAY DAVID J
1449 SADDLE WOODE DR #5A
FORT MYERS FL 33919

ASHCRAFT KAREN
1449 SADDLE WOODE DR #5C
FORT MYERS FL 33919

BOETTCHER DAVID WILLIAM &
3531 MACK RD
FAIRFIELD OH 45014

DALLAS DANTE V & JOANNE B TR
1462 MYERLEE COUNTRY CLUB BLVD #2F
FORT MYERS FL 33919

SCOTT LINDA KAY
1445 SADDLE WOODE DR
FORT MYERS FL 33919

ENTIN JEFFREY S
1461 SADDLE WOODE DR #6A
FORT MYERS FL 33919

FANIA PAUL L JR & VALERIE V
27 HONEYMAN DR
FLEMINGTON NJ 08822

PASCHOAL ROZANI
1465 SADDLE WOODE DR #6E
FORT MYERS FL 33919

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LARRIMORE FRANZISKA M
6919 EDGEWATER CIR APT F
FORT MYERS FL 33919

VARGAS EDWIN R
6919 EDGEWATER CIR #4H
FORT MYERS FL 33919

XIAO-ROMANOW YUN
1449 SADDLE WOODE DR #5B
FORT MYERS FL 33919

PIERRE SAMUEL & MICHELE
1449 SADDLE WOODE DR #5D
FORT MYERS FL 33919

DUFFANY STEVEN P SR &
19204 US 11
WATERTOWN NY 13601

BRUSH ROMAN F
1453 SADDLE WOODE DR #5H
FORT MYERS FL 33919

RICE PATRICIA
1457 SADDLE WOODE DR
FORT MYERS FL 33919

BUSFIELD JOHN W & ELAINE M
1461 SADDLE WOODE DR APT 6B
FORT MYERS FL 33919

FRYE THOMAS
1461 SADDLE WOODE DR #6D
FORT MYERS FL 33919

EYSAMAN DEBRA A & JOSEPH M
8942 RT 242
LITTLE VALLEY NY 14755

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FANO INGRED
1465 SADDLE WOODE DR #6G
FORT MYERS FL 33919

PIECHOWSKI ARTHUR W &
1465 SADDLE WOODE DR #6H
FORT MYERS FL 33919

HARE JOHN E & MICHELLE M
1473 SADDLE WOODE DR #7A
FORT MYERS FL 33919

MENGLE GARY J & BOBBIE A
1617 LOCUST ST
NORRISTOWN PA 19401

CELMO MARY
1473 SADDLE WOODE DR APT 7C
FORT MYERS FL 33919

TREBESCH ERNEST F &
2166 LANGSTON LN NE
SAINT MICHAEL MN 55376

WOODY BETTY J
7225 FAIRFAX DR BLDG A
TAMARAC FL 33321

PICARDI FRANK & CYNTHIA A
1477 SADDLE WOODE DR #7F
FORT MYERS FL 33919

VELAZQUEZ-TURRUELLES MARITZA
1477 SADDLE WOODE DR #7G
FORT MYERS FL 33919

ESCOBAR MARIA CRISTINA +
1477 SADDLE WOODE DR #7H
FORT MYERS FL 33919

HEIFNER PATRICIA B +
1469 SADDLE WOODE DR UNIT 7THL
FORT MYERS FL 33919

DAVIS TERRY & ROSA
11 COLONY WAY
GAS CITY IN 46933

DERUSH DANE P TR
1482 SADDLE WOODE DR
FORT MYERS FL 33919

STAPIN PATRICIA M
1478 SADDLE WOODE DR
FORT MYERS FL 33919

BARTLETT LINDA C
1474 SADDLE WOODE DR
FORT MYERS FL 33919

POWELL LISA B
1470 SADDLE WOODE DR
FORT MYERS FL 33919

SCHOONMAKER HOWARD II &
1466 SADDLE WOODE DR
FORT MYERS FL 33919

KLINE MARILYN K
1462 SADDLE WOODE DR
FORT MYERS FL 33919

WATSON WILLIAM J & MARTHA F
8963 BAILEY WAY
FISHERS IN 46037

SCHOONMAKER BARBARA +
1454 SADDLE WOODE DR
FORT MYERS FL 33919

GREEN SHARON K +
14072 GROSSE POINTE LN
FORT MYERS FL 33919

MANNEBACH CATHERINE R
6951 EDGEWATER CIR
FORT MYERS FL 33919

HILDRETH JUDITH L
6953 EDGEWATER CIR
FORT MYERS FL 33919

COSTO ANDRES E L/E
6955 EDGEWATER CIR
FORT MYERS FL 33919

SOLBERG HENRY T & TERRY
25 ROBINCREST RD
HAWTHORN WOODS IL 60047

PIERSON CHARLES A
1453 PALM WOODE DR
FORT MYERS FL 33919

RABINOWITZ SAM JEFFREY TR
984 CROPWELL RD
CHERRY HILL NJ 08003

ALTHOUSE THEODORE D
1461 PALM WOODE DR
FORT MYERS FL 33919

KONTINOS BELLA E
PO BOX 126
BANNER ELK NC 28604

KELLEY BARBARA J
1429 BURESH AVE
IOWA CITY IA 52245

ANDERSON BILL & SONJIA
SUMMER COVE CIR N W
MADISON AL 35757

GANIM KENNETH R & SHIRLEY A
1477 PALM WOODE DR
FORT MYERS FL 33919

PAUL E BIRK JR TRUST +
1630 FOREST DR
GLENVIEW IL 60025

MILLER MARC & CYNTHIA TR
1482 PALM WOODE DR
FORT MYERS FL 33919

WRIGHT PEGGE J TR
1584 RAVINE DR
GREEN BAY WI 54313

VAUGHN ROBERT S & CAROL A
1474 PALM WOODE DR
FORT MYERS FL 33919

BLANCHARD NANCY C TR
1470 PALM WOODE DR
FORT MYERS FL 33919

RICHARDS DONALD B
1466 PALM WOODE DR
FORT MYERS FL 33919

ABRAMS PHOEBE ISABELLE TR
1462 PALM WOODE DR
FORT MYERS FL 33919

MINISH FAMILY INVESTMENTS LLC
27438 465TH AVE
LENNOX SD 57039

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MORGAN MURIEL H
1454 PALM WOODE DR
FORT MYERS FL 33919

WILSON JOHN & PAMELA TR
1450 PALM WOODE DR
FORT MYERS FL 33919

KLOTZ WILLIAM C & REBECCA L TR
1903 BUCKSKIN DR
FORT WAYNE IN 46804

GRADY RICHARD C & ELLA N
6985 EDGEWATER CIR
FORT MYERS FL 33919

RESIGNOLO THOMAS SCOTT TR
PO BOX 9188
BRECKENRIDGE CO 80424

SCHENKEL STEVEN W & RITA M
1449 EDGEWATER CIR
FORT MYERS FL 33919

ALAN KIM JOHNSON TRUST +
1401 BRISTOL DR
IOWA CITY IA 52245

FALVEY KENNETH A L/E +
1457 EDGEWATER CIR
FORT MYERS FL 33919

ADAMS NANCY C TR
1461 EDGEWATER CIR
FORT MYERS FL 33919

FILLINGER HERMAN ADOLPH JR
1465 EDGEWATER CIR
FORT MYERS FL 33919

LAWSON ROBERT L & LINDA L
1469 EDGEWATER CIR
FORT MYERS FL 33919

WIERENGA ROY A TR
1473 EDGEWATER CIR
FORT MYERS FL 33919

WHEELER DAVID B &
1477 EDGEWATER CIR
FORT MYERS FL 33919

WIMBUSH ROBERT E &
1481 EDGEWATER CIR UNIT 42
FORT MYERS FL 33919

RUHSAM JOHN P & CHRISTINA
6986 CEDARHURST DR
FORT MYERS FL 33919

RICHARDSON ROY EUGENE
6984 CEDARHURST DR
FORT MYERS FL 33919

HILL MICHAEL DAIN TR
6982 CEDARHURST DR
FORT MYERS FL 33919

TRUDGEON RAYMOND J TR
6983 CEDARHURST DR
FORT MYERS FL 33919

HOSCHNER JUDITH & ROBERT
6985 CEDARHURST DR
FORT MYERS FL 33919

KERR THOMAS J & NADENE F
6987 CEDARHURST DR
FORT MYERS FL 33919

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TRAIL DONALD & BRENDA
1501 EDGEWATER CIR
FORT MYERS FL 33919

CRAWFORD CLIFFORD
1513 EDGEWATER CIR
FORT MYERS FL 33919

KLOTZ BARBARA C & JAMES R
11663 N OGDEN POINT RD
SYRACUSE IN 46567

BYRUM RICHARD
1525 EDGEWATER CIR
FORT MYERS FL 33919

OBRIEN TIMOTHY J
123 MARLIN AVE
FOLSOM PA 19033

THOMAS STEVEN & SANDRA
6982 WINKLER RD
FORT MYERS FL 33919

OUELLETTE MARTIN +
1524 PALM WOODE DR
FORT MYERS FL 33919

CULLEN M GLENN & KRISTA V TR
18 GREEN HOUSE LN
BRADFORD NH 03221

BOERBOOM RONALD & MARIAN
2595 LAKE ST E
OSAKIS MN 56360

SAWICKI CATHERINE & LEONARD
1502 PALM WOODE DR
FORT MYERS FL 33919

NYQUIST ELAINE M TR
171 C TIMBER RIDGE
BARRINGTON IL 60010

KELLY MEGGAN TR
5 PINE ST
BROOKHAVEN NY 11719

KRUEGER CAROL J TR
1519 EDGEWATER CIR
FORT MYERS FL 33919

BISSETT PATRICIA M TR
1527 EDGEWATER CIR
FORT MYERS FL 33919

GUTH CHARLES H & ROSEMARY +
202 MORRIS DR
SALISBURY MD 21804

RODNEY RONALD F & SANTA T
1528 PALM WOODE DR
FORT MYERS FL 33919

HUSSAIN SYED MUMTAZ &
8598 BANTAN BAY BLVD
FORT MYERS FL 33908

OWEN WILLIAM TURNER JR &
6574 LYNN CIR
LEEDS AL 35094

WEIR STEVEN L & MARY E
1506 PALM WOODE DR
FORT MYERS FL 33919

SMITH KENNETH C +
120 ENDICOTT ST N
LACONIA NH 03246

BOCK ELIZABETH L/E
1507 PALM WOODE DR
FORT MYERS FL 33919

OAKES DENNIS C & PATRICIA K
1515 PALM WOODE DR
FORT MYERS FL 33919

ILARDI PETER A & ROSEMARIE
1519 PALM WOODE DR
FORT MYERS FL 33919

KELLY ROBERT L & JANET L TR
1525 PALM WOODE DR
FORT MYERS FL 33919

WRIGHT RONALD &
6954 WINKLER RD
FORT MYERS FL 33919

ROSSI JOSEPH E SR & LINDA
6950 WINKLER RD
FORT MYERS FL 33919

PETERSON BRYAN & KAREN M
1526 SADDLE WOODE DR
FORT MYERS FL 33919

DEANGELO JANICE L +
1520 SADDLE WOODE DR
FORT MYERS FL 33919

EDWARDS RUTH TR
1514 SADDLE WOODE DR
FORT MYERS FL 33919

WHITE DOUGLAS M
420 AFTON DR
MIDDLETOWN DE 19709

NEAL SANDRA E
16180 BAYSIDE POINTE E #1602
FORT MYERS FL 33908

GROENE MARGARET
1517 PALM WOODE DR
FORT MYERS FL 33919

ALBRIGHT JOHN DAVID &
750 SQUIRE LN
PITTSBORO IN 46167

ARSENAULT DAVID JOSEPH
1527 PALM WOODE DR
FORT MYERS FL 33919

DICKENSHEETS DONALD JAMES
6952 WINKLER RD
FORT MYERS FL 33919

DOHERTY JAMES & SYLVIA
1528 SADDLE WOODE DR
FORT MYERS FL 33919

PANSERA MARIA TR
1524 SADDLE WOODE DR
FORT MYERS FL 33919

ROMANOW GERALD C & YUN XIAO
1516 SADDLE WOODE DR
FORT MYERS FL 33919

IUDICIANI JAMES SR
119 W WOOD ST
LOWELLVILLE OH 44436

LOVE GARY L & KATHLEEN M
6269 LANGTON CIRCLE
WESTERVILLE OH 43082

PageBreak PageBreak

DARDINSKI JOYCE M TR
7075 CEDARHURST DR
FORT MYERS FL 33919

MCHUGH LINDA L/E
7077 CEDARHURST DR APT 2A
FORT MYERS FL 33919

COLLAZO RUTH E
7079 CEDARHURST DR
FORT MYERS FL 33919

GREENBLATT GLENN & COLLEEN
7081 CEDARHURST DR
FORT MYERS FL 33919

MEIERS GORDON DALE
7083 CEDARHURST DR
FORT MYERS FL 33919

LIPTAK JULIUS G JR &
7085 CEDARHURST DR
FORT MYERS FL 33919

PUGH JANET L TR
2764 S PINE MEADOW PATH
SUTTONS BAY MI 49682

FOWLER CAROLYN
2410 NE 57TH TER
GLADSTONE MO 64118

SHUBA WILLIAM D
7086 CEDARHURST DR
FORT MYERS FL 33919

LAACK MINDY REE
7084 CEDARHURST DR
FORT MYERS FL 33919

AMBROSE PATRICIA ANN TR
7082 CEDARHURST DR
FORT MYERS FL 33919

BAYER JULIE TR
743 96TH LN NE
BLAINE MN 55434

BAUER RANDALL S
297 CANTERWOOD LN
WEXFORD PA 15090

HERRERA LEON JORGE &
7077 ESQUIRE CT
FORT MYERS FL 33919

UBEROY KELLY & CHETAN
7079 ESQUIRE CT
FORT MYERS FL 33919

MORALES ALEXIS & ANA LYDIA
7081 ESQUIRE CT
FORT MYERS FL 33919

ROBERTS PAULETTE S
7083 ESQUIRE CT
FORT MYERS FL 33919

DURAND CARLA
7085 ESQUIRE CT
FORT MYERS FL 33919

KUCZERA PAUL TR
7087 ESQUIRE CT
FORT MYERS FL 33919

LOCKHART SHIRLEY
6317 E 100 S
GREENTOWN IN 46936

LEE MARK & MARY
7086 ESQUIRE CT
FORT MYERS FL 33919

SGARLATA JOHN C & LISA M L/E
25529 FOX POINT LN
MILLVILLE DE 19967

FLEMING NADIA & MICHAEL
7082 ESQUIRE CT
FORT MYERS FL 33919

AILEY-ROBERSON VICKI JO
4811 NE HILLCREST CT
ANKENY IA 50021

KREAGER JOANNE A L/E
7078 ESQUIRE CT UNIT 13B
FORT MYERS FL 33919

POOLER NOEL L & SHARON L
7076 ESQUIRE CT
FORT MYERS FL 33919

UNKNOWN HEIRS OF
7074 ESQUIRE CT
FORT MYERS FL 33919

LEVESQUE LILLIAN L/E
1522 EDGEWATER CIR #1A
FORT MYERS FL 33919

HICKS STEVE
1522 EDGEWATER CIR APT 1B
FORT MYERS FL 33919

SPONDRE IRA
1522 EDGEWATER CIR #1C
FORT MYERS FL 33919

ALEKSICH MAURA B
1522 EDGEWATER CIR # 1D
FORT MYERS FL 33919

HECK KEVIN D TR
15561 CATALPA COVE DR
FORT MYERS FL 33908

TCB PROPERTIES LLC
112 MILLER RD
SPRING MILLS PA 16875

OWENS DERRICK L +
2439 BROAD CREEK DR
STONE MOUNTAIN GA 30087

OXLEY DANA G
1518 EDGEWATER CIR APT 2D
FORT MYERS FL 33919

RBR GROUP LLC
16199 CUTTERS CT
FORT MYERS FL 33908

TCB PROPERTIES LLC
112 MILLER RD
SPRING MILLS PA 16875

ANDREWS MONA
1514 EDGEWATER CIR #3C
FORT MYERS FL 33919

FLORIDA TROPICAL ALLIANCE LLC
OPERATING ACCOUNT 2153
9110 SOUTHMONT CV APT 301
FORT MYERS FL 33908

FLORIDA TROPICAL ALLIANCE LLC
OPERATING ACCOUNT 2153
9110 SOUTHMONT CV APT 301
FORT MYERS FL 33908

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HARDY MYRTLE A
1510 EDGEWATER CIR APT 2
FORT MYERS FL 33919

BRUMM DREW & ELIZABETH
2426 WOODLAND BLVD
FORT MYERS FL 33907

BAKER JAMES R & JOANN C TR
4604 SE 5TH PL #103
CAPE CORAL FL 33904

OSBORN DANIELLE
1506 EDGEWATER CIR # 5D
FORT MYERS FL 33919

HUGHES DOROTHY I TR
2235 SE 27TH ST
CAPE CORAL FL 33904

MATTHEW MADISON G L/E
1502 EDGEWATER CIR #6D
FORT MYERS FL 33919

MORRIS GWENDOLYN M
7007 CEDARHURST DR # 7B
FORT MYERS FL 33919

REIS MONICA +
2427 LAURENTINA LANE
CAPE CORAL FL 33909

DAVI MALLIKA
7015 CEDARHURST DR #8B
FORT MYERS FL 33919

PNG PROPERTIES LLC
48435 BAYSHORE DR
VAN BUREN TWP MI 48111

KAYGA BRYAN
PO BOX 07003
FORT MYERS FL 33919

GILLIAN KAY LLC
1137 SW 41ST TER
CAPE CORAL FL 33914

ELYA RICHARD A &
652 ASTARIAS CIR
FORT MYERS FL 33919

ELYA RICHARD A &
652 ASTARIAS CIR
FORT MYERS FL 33919

AHP EDGEWATER LLC
2122 SECOND ST
FORT MYERS FL 33901

BEHRLE ROBERT +
7007 CEDARHURST DR #7A
FORT MYERS FL 33919

KOLODZIEJ JAMES M
13840 LILY PAD CIR
FORT MYERS FL 33907

MARKOW INVESTMENTS LLC
1511 BASS LN
FORT MYERS FL 33919

MARKOW INVESTMENTS LLC
1511 BASS LN
FORT MYERS FL 33919

PUNKY PROPERTIES LLC
PO BOX 849
ESTERO FL 33929

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MUNZERT TAMBRA LYNN +
3547 NW 21ST TER
CAPE CORAL FL 33993

ELYA 401(K) PLAN
652 ASTARIAS CIR
FORT MYERS FL 33919

HOCKENBERRY JENNIFER DANIELLE
7023 CEDARHURST DR #10B
FORT MYERS FL 33919

CASTELLANO JOSEPHINE
7023 CEDARHURST UNIT 10D
FORT MYERS FL 33919

JORN MARLENA LILLIAN
3305 SW 15TH AVE
CAPE CORAL FL 33914

SCHULTZ KAYLEN A
19303 BRUSHWOOD LN
TINLEY PARK IL 60487

TOP INVESTMENTS LLC
13650 FIDDLESTICKS
BLVD 202-181
FORT MYERS FL 33912

LAWDIS KATINA
11 GROVE ST
LEXINGTON MA 02420

CERNIGLIA PAUL ROBERT
7039 CEDARHURST DR #13B
FORT MYERS FL 33919

CERNIGLIA MARGARET ANN +
7039 CEDARHURST DR #13D
FORT MYERS FL 33919

BARNHART ROBERT L TR
4560 MELBOURNE ST
PUNTA GORDA FL 33980

UNKNOWN HEIRS OF
7023 CEDARHURST DR APT 1
FORT MYERS FL 33919

FLORIDA TROPICAL ALLIANCE LLC
OPERATING ACCOUNT 2153
9110 SOUTHMONT CV APT 301
FORT MYERS FL 33908

ALEXANDER HARRISON PEDEN TRUST
1313 GASPARILLA DR
FORT MYERS FL 33901

BAKER JAMES R & JOANN C TR
4604 SE 5TH PL #103
CAPE CORAL FL 33904

SELLERS JESSE J
7035 CEDARHURST DR #12A
FORT MYERS FL 33919

RAYFORD PROPERTIES INC
14414 BLUE BAY CIR
FORT MYERS FL 33913

RUBY CAROL D
7039 CEDARHURST DR UNIT 13A
FORT MYERS FL 33919

CROW BEN G
7039 CEDARHURST DR #13C
FORT MYERS FL 33919

ANDERSON VERONICA JEAN L/E
1502 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

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FREY WAYNE H
1506 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

CARTER ROBERT P
1508 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

GORNIAK GARY T
1514 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

KOLESAR GEORGE R TR
4030 CASCADE DR
YOUNGSTOWN OH 44511

DOHERTY MARGARET +
1077 JOSEPH CHADDERDON RD
ACRA NY 12405

WILLIAMS ROBERT L &
1527 SADDLE WOODE DR
FORT MYERS FL 33919

MCCARTHY JOHN THOMAS +
1525 SADDLE WOODE DR
FORT MYERS FL 33919

HARMON WILLIAM R & MARY L
1523 SADDLE WOODE DR
FORT MYERS FL 33919

HOGG JAMES W
1519 SADDLE WOODE DR
FORT MYERS FL 33919

FRANK ADOLFO & ANGELINE TR
1517 SADDLE WOODE DR
FORT MYERS FL 33919

FRIEDMAN MARIA M TR
PO BOX 07302
FORT MYERS FL 33919

SCHULZ HELEN L/E
1393 NE RIVER RD
LAKE MILTON OH 44429

YODER LORNA K
1507 SADDLE WOODE DR
FORT MYERS FL 33919

TOYE EDWARD J & MARY P
1501 SADDLE WOODE DR
FORT MYERS FL 33919

NYGAARD DALE & LINDA K
2142 HIGHLAND PKWY
SAINT PAUL MN 55116

MCNICHOLAS JAMES M & ANNE M TR
6915 CEDARHURST DR
FORT MYERS FL 33919

WILSON JULIA E L/E
5645 CLINGAN ROAD UNIT #11B
STRUTHERS OH 44471

NESBITT GERALD & MAUREEN TR
10401 S KENTON
OAK LAWN IL 60453

WINTER PATRICK J &
65 MULLEN RD
ENFIELD CT 06082

THOMASSON CODIE ALLEN +
827 PRAIRIE DR
MILLIKEN CO 80543

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FRALLER GLENN
6777 WINKLER RD APT N178
FORT MYERS FL 33919

BITTI CARLO TR
6777 WINKLER RD APT N275
FORT MYERS FL 33919

DI FIORE ROBERT JR
PO BOX 697
ARMONK NY 10504

SITAR SANDRA A + ANDREW A JR
203 BEACHVIEW AVE
SYRACUSE NY 13209

MARSALA OLIVIA +
6777 WINKLER RD #278
FORT MYERS FL 33919

GLENN SHARON DIANE
6777 WINKLER RD #179
FORT MYERS FL 33919

SKAJA AUDREY M +
6777 WINKLER RD 0-180
FORT MYERS FL 33919

CHICK REBECCA
315 PLAYA DEL SUR UNIT L
LA JOLLA CA 92037

TAYLOR NANCY J
6777 WINKLER RD APT O-182
FORT MYERS FL 33919

BISHOP LESLIE A TR
32 MILLER AVE
PORT JEFFERSON STATION NY 11776

CHICK REBECCA L +
315 PLAYA DEL SUR
LA JOLLA CA 92037

LAROCHELLE ROBERT J SR TR
66 THREE PONDS DR
BRENTWOOD NH 03833

STAMPER MICHAEL
458 COY DR
DAYTON OH 45434

MILLIES JOANN J &
W 240 S 10050 CASTLE RD
BIG BEND WI 53103

HUTCHINS RALPH E JR &
15761 WAITE ISLAND DR
FORT MYERS FL 33908

EUBANK REGINALD KENT +
PO BOX 196
BEE SPRING KY 42207

NAUS SCOTT W & LOUISE E
7005 HILLSDALE DR
BLOOMSBURG PA 17815

LIBRERA RITA K
6979 WINKLER RD #115
FORT MYERS FL 33919

MILLONZI FRANK C TR
N54W35692 HILL RD
OCONOMOWOC WI 53066

SMOLAK DEBRA
191 OAKGROVE CT
ELMA NY 14059

RILEY LAURIE KAY
6979 WINKLER RD #118
FORT MYERS FL 33919

GILLESPIE JAMES & EILEEN
128 W WISCONSIN AVE UNIT 401
OCONOMOWOC WI 53066

UNKNOWN HEIRS OF
6979 WINKLER RD #122
FORT MYERS FL 33919

SUDZINSKI KENNETH D &
2112 HARRISON AVE
CHEBOYGAN MI 49721

UNKNOWN HEIRS OF
6979 WINKLER RD #124
FORT MYERS FL 33919

JEWELL BARBARA L/E
6979 WINKLER RD # 125
FORT MYERS FL 33919

MORAN HAL & SUSAN
6979 WINKLER RD #126
FORT MYERS FL 33919

OPHEIM SUE
6979 WINKLER RD #127
FORT MYERS FL 33919

SIVILLO RICKEY A & CHERYL L
6979 WINKLER RD #128
FORT MYERS FL 33919

DICIANNI RONALD & RADMILLA
6979 WINKLER RD #131
FORT MYERS FL 33919

SMITH DONALD E + CAROLYN C
1 SHIPYARD LANE #105
COLLINGWOOD ON L9Y 0W2
CANADA

JOHNSON CHARLES V
6979 WINKLER RD #133
FORT MYERS FL 33919

JOLA BETH L & RODNEY T
6979 WINKLER RD # 134
FORT MYERS FL 33919

ONG MARGARET
6979 WINKLER RD #135
FORT MYERS FL 33919

HACKNEY MURIEL S
6979 WINKLER RD #136
FORT MYERS FL 33919

MCQUEENEY JERALD JR
114 CLIFFORD ST
SOUTH PORTLAND ME 04106

SCHULTHESS DONNA L TR
6979 WINKLER RD #138
FORT MYERS FL 33919

CRAIG W + JANE C SMITH TRUST
6979 WINKLER RD #211
FORT MYERS FL 33919

FALK GEORGE & MARY
N25W26386 FOXCROFT DR
PEWAUKEE WI 53072

CHITWOOD KATHLEEN +
6979 WINKLER RD #213
FORT MYERS FL 33919

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HAWKINS SHERRY W L/E
6979 WINKLER RD #214
FORT MYERS FL 33919

FEWSTER THOMAS G JR
6979 WINKLER RD #221
FORT MYERS FL 33919

HOOPES A JOY TR
6979-222 WINKLER RD
FORT MYERS FL 33919

625 ASSET MANAGEMENT LLC
6979 WINKLER RD #223
FORT MYERS FL 33919

NOVACK SANDRA JEAN
6979 WINKLER RD #224
FORT MYERS FL 33919

LARRY-PATRICIA CORNELL TRUST
2221 KYLE DR
COLUMBIA MO 65203

FOLEY GERALD & NANCY
284 COUNTY ROAD 1150N
WYOMING IL 61491

GROOMS GETAWAY LLC
1502 EVALIE DR
FAIRFIELD OH 45014

LUCHSINGER GAYLE E &
6979 WINKLER RD #234
FORT MYERS FL 33919

FIORE JOSEPH DONALD +
6979 WINKLER RD #311
FORT MYERS FL 33919

WOODRING JAMES H & JUNE M TR
6979 WINKLER RD #312
FORT MYERS FL 33919

MERLINE ROBERT M
20212 CHALON ST
SAINT CLAIR SHORES MI 48080

FALK GEORGE E & MARY I
N25W26386 FOXCROFT DR
PEWAUKEE WI 53072

GOMEZ MORALES SANDRA
6979 WINKLER RD APT 315
FORT MYERS FL 33919

VENTIMIGLIA DAVID TR
6979 WINKLER RD #316
FORT MYERS FL 33919

JORDAN DAVID +
3520 CYPRESS MARSH DR
NORTH FORT MYERS FL 33903

ETZEL WILLIAM J +
6979 WINKLER RD #318
FORT MYERS FL 33919

MANDALA DINO J & ROSANNE
6979 WINKLER RD #321
FORT MYERS FL 33919

GOESSLING DAVID E
6979 WINKLER RD #322
FORT MYERS FL 33919

IMES RONALD L & HELEN V
6979 WINKLER RD #323
FORT MYERS FL 33919

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SIMAK FRANK J TR
6979 WINKLER RD APT 324
FORT MYERS FL 33919

C KENNETH SMITH TRUST +
6979 WINKLER RD APT 325
FORT MYERS FL 33919

FALK GEORGE E JR & MARY
N25W26386 FOXCROFT DR
PEWAUKEE WI 53072

BENYAK DONALIE
6979 WINKLER RD #327
FORT MYERS FL 33919

SHREINER MARGARET J TR
6979 WINKLER RD #328
FORT MYERS FL 33919

CHURCHILL TAMI LEE
6979 WINKLER RD #331
FORT MYERS FL 33919

NORRIS DARIAN MAY &
6979 WINKLER RD #332
FORT MYERS FL 33919

SENKOW SYLVIA J & ANTHONY W L/
12686 IMLAY CITY RD
EMMETT MI 48022

WOODS DAVID A & CONSTANCE M
3760 LORRAINE DR
PETOSKEY MI 49770

LEE GARY D & SUSAN M
6979 WINKLER RD #335
FORT MYERS FL 33919

PERGANDE GEORGE
3540 LIBRARY DR UNIT 206
CUDAHY WI 53110

HUDAK KATHIANN +
6979 WINKLER RD #337
FORT MYERS FL 33919

JAEGER DAVID M & DONNA M
6979 WINKLER RD #338
FORT MYERS FL 33919

MCDOUGAL ROBERT A TR
8671 FRANCHI BLVD
FORT MYERS FL 33919

SINGLETON ANNAMARIA D
8673 FRANCHI BLVD
FORT MYERS FL 33919

CLERK BRYCE T
8675 FRANCHI BLVD
FORT MYERS FL 33919

TILDEN LISA M +
8677 FRANCHI BLVD
FORT MYERS FL 33919

MUELBL BRENDA M TR
8663 FRANCHI BLVD
FORT MYERS FL 33919

RENNA SARA J L/E
8665 FRANCHI BLVD
FORT MYERS FL 33919

ILG REYNOLD A & LINDA G
PO BOX 18
MIRROR LAKE NH 03853

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FELLER DAVID P TR
1702
12701 MASTIQUE BEACH BLVD
FORT MYERS FL 33908

BLANTON WILLIAM H TR
8676 FRANCHI BLVD
FORT MYERS FL 33919

BEAL MARTHA J L/E
8674 FRANCHI BLVD
FORT MYERS FL 33919

TREEM STEPHEN D &
8672 FRANCHI BLVD
FORT MYERS FL 33919

CAMPBELL ROBERT C
8670 FRANCHI BLVD
FORT MYERS FL 33919

JUENKER JOHN E
8698 PATTY BERG CT
FORT MYERS FL 33919

HEADD DAVID & DEBORAH
8696 PATTY BERG CT
FORT MYERS FL 33919

NEAL RAYMOND E III TR
8694 PATTY BERG CT
FORT MYERS FL 33919

WAIT HUGH D TR
8692 PATTY BERG CT
FORT MYERS FL 33919

CICERO DONALD +
8691 PATTY BERG CT
FORT MYERS FL 33919

LOCKMAN EILEEN M TR
8693 PATTY BERG CT
FORT MYERS FL 33919

KADERBEK LINDA M
8695 PATTY BERG CT
FORT MYERS FL 33919

SWEENEY DIANE B
8697 PATTY BERG CT
FORT MYERS FL 33919

KINNEY NANCY A
8663 PATTY BERG CT
FORT MYERS FL 33919

UNKNOWN HEIRS OF
TAMARA GREIDER
8665 PATTY BERG CT
FORT MYERS FL 33919

HUTNIK STEPHEN J TR
8505 OAKSHADE CIR #101
FORT MYERS FL 33919

DICK DONALD J L/E
8669 PATTY BERG CT
FORT MYERS FL 33919

BECKER ROBERT C
8674 PATTY BERG CT
FORT MYERS FL 33919

GEISSEN CORNELIUS M &
8672 PATTY BERG CT
FORT MYERS FL 33919

WALLACE VIRGINIA ANN TR
8670 PATTY BERG CT
FORT MYERS FL 33919

COCCIA JOHN & TAMMY
8668 PATTY BERG CT
FORT MYERS FL 33919

AZZARO AMEDEO +
8664 PATTY BERG CT
FORT MYERS FL 33919

TILDEN ROBERT B & LISA M
8662 PATTY BERG CT
FORT MYERS FL 33919

PULS JAMES M TR
8660 PATTY BERG CT
FORT MYERS FL 33919

PICA MICHAEL
8658 PATTY BERG CT
FORT MYERS FL 33919

HOGERHEIDE LOIS +
14321 PATTY BERG DR
FORT MYERS FL 33919

ROSE TERRY TR
14323 PATTY BERG DR
FORT MYERS FL 33919

GILES JUDITH A TR
PO BOX 1627
PORTSMOUTH NH 03802

ANN HELEN PETTERSSON POWER TRU
14327 PATTY BERG DR
FORT MYERS FL 33919

AGEL GLORIA & JOHN
14401 PATTY BERG DR #101
FORT MYERS FL 33919

MILLER CAROL L TR
14401 PATTY BERG DR #102
FORT MYERS FL 33919

SWEETWOOD PAUL C &
65 MALLARD RD
MIDDLETOWN NJ 07748

JOHNSON WILLERSON & SHERRIE
14401 PATTY BERG DR #104
FORT MYERS FL 33919

REGAN WILLIAM & MARGARET
14401 PATTY BERG DR #105
FORT MYERS FL 33919

HANEY SHERRY
14401 PATTY BERG DR #106
FORT MYERS FL 33919

VOZZA CHRISTOPHER J TR
1050 PARKWAY TRL
BLOOMFIELD HILLS MI 48302

FLAHERTY PAUL F JR
111 ROCKLAND ST
NATICK MA 01760

TREICHEL JOSEPH B
14401 PATTY BERG DR APT 203
FORT MYERS FL 33919

PERREAULT JASON & BRANDI
14401 PATTY BERG DR #204
FORT MYERS FL 33919

NORDSTROM EDWARD R TR
14401 PATTY BERG DR #205
FORT MYERS FL 33919

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KACEWICZ LINDA A TR
14401 PATTY BERG DR #206
FORT MYERS FL 33919

GINSBURY JOHN TR
14401 PATTY BERG DR #301
FORT MYERS FL 33919

JACKSON JOHN A & JOANN
14401 PATTY BERG DR #302
FORT MYERS FL 33919

FLAHERTY PAUL TR
186 FOUNTAIN ST
FRAMINGHAM MA 01702

JOHN S KACEWICZ TRUST +
14401 PATTY BERG DR #304
FORT MYERS FL 33919

ROZIER MARGUERITE
14401 PATTY BERG DR #305
FORT MYERS FL 33919

HOVLAND JOHN
SKOGGATA 42 EU
MOSS N-1530
NORWAY

JOHNSON CAROLE A
14221 PATTY BERG DR
FORT MYERS FL 33919

JOHN + CINDY PRESSPRICH TRUST
14223 PATTY BERG DR
FORT MYERS FL 33919

HAWTHORNE ALAN R & JUDITH F
14225 PATTY BERG DR
FORT MYERS FL 33919

MOLLICA JOSEPH P
1376 CASTLETON RD N
COLUMBUS OH 43220

BROOKS VINCENT K
14231 PATTY BERG DR
FORT MYERS FL 33919

LEE ERIC CLAYTON &
14233 PATTY BERG DR
FORT MYERS FL 33919

NELSON GRANT & CHERYL
455 NORFOLK ST S
SIMCOE ON N3Y 2W8
CANADA

UNKNOWN HEIRS OF
14237 PATTY BERG DR
FORT MYERS FL 33919

OPLADEN JANICE MARIE L/E
14301 PATTY BERG DR
FORT MYERS FL 33919

BAILEY JUNE E TR
14303 PATTY BERG DR
FORT MYERS FL 33919

MARKS MARY ELLEN
14305 PATTY BERG DR
FORT MYERS FL 33919

ZAK MARGARET M TR
14307 PATTY BERG DR
FORT MYERS FL 33919

HEFFERNAN JOSEPH F TR
14311 PATTY BERG DR
FORT MYERS FL 33919

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AGEL FREDERICK G
14315 PATTY BERG DR
FORT MYERS FL 33919

BECKMAN CRAIG TR
1101 BRISTOL WAY
BIRMINGHAM AL 35242

BRAGAN SARAH E +
8206 LYSIDE DR
MELBOURNE FL 32940

FLATH ROBERT E +
APT 5
1356 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

LARIN SARAH TR
1344 MYERLEE COUNTRY CLUB BLVD #1
FORT MYERS FL 33919

MULLER BARBARA ANN TR
APT 3
1344 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MUDGE NANCY A
5
1344 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

BLANCH SUSAN
1330 MYERLEE COUNTRY CLUB BLVD #1
FORT MYERS FL 33919

BOUDREAUX DOROTHY I +
APT 3
1330 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

HANOVER KENNETH
5
1330 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

SULLIVAN BARBARA
14317 PATTY BERG DR
FORT MYERS FL 33919

MARTIN STEPHEN D TR
1356 MYERLEE COUNTRY CLUB BLVD #2
FORT MYERS FL 33919

MOREAU VALERIE
1356 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

SHAER SANDRA
1356 MYERLEE COUNTRY CLUB BLVD #6
FORT MYERS FL 33919

JEWELL EDWARD
1344 MYERLEE COUNTRY CLUB BLVD 2
FORT MYERS FL 33919

MESKONY DONNA M TR
1344 MYERLEE COUNTRY CLUB BLVD #4
FORT MYERS FL 33919

STERN JOE A
27075 123RD AVE N
ROGERS MN 55374

THOMPSON JOHN E & CORINE A TR
1330 MYERLEE COUNTRY CLUB BLVD #2
FORT MYERS FL 33919

KEITH LOGAN & GENEVA L/E
APT 4
1330 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

SIEG SCOTT R & LORI K
2655 300TH ST
MADISON MN 56256

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ADAMS WILLIAM L JR
4595 KIRBY AVE NE
CANTON OH 44705

CIANO CONNIE +
2325 ROCKEFELLER RD
WICKLIFFE OH 44092

GALLO PAUL J
1318 MYERLEE COUNTRY CLUB BLVD #3
FORT MYERS FL 33919

GENTILE MARYANN V +
1318 MYERLEE COUNTRY CLUB BLVD #4
FORT MYERS FL 33919

PALUS IVONE I & MARK A TR
9457 VAN BUREN CT
CROWN POINT IN 46307

RAUBOLT KIM T
1318 MYERLEE COUNTRY CLUB BLVD #6
FORT MYERS FL 33919

KREBS THOMAS F & JULIE A
6932 BIRDIE WAY #15A
FORT MYERS FL 33919

LYONS RICHARD
6928 BIRDIE WAY
FORT MYERS FL 33919

OAKE PROPERTIES LTD
11801 SPIRAL PASS
CINCINNATI OH 45249

FORE OTTO JR TR
6920 BIRDIE WAY APT 16B
FORT MYERS FL 33919

DEMICCO GERALDINE +
6916 BIRDIE WAY
FORT MYERS FL 33919

FENTNER LINDA M
6912 BIRDIE WAY
FORT MYERS FL 33919

PICKENS JAMES B & SUZANNE
6910 BIRDIE WAY
FORT MYERS FL 33919

COPELAND SUSAN K TR
6906 BIRDIE WAY
FORT MYERS FL 33919

LESSICK CAROL A +
175 W HIGH ST
MOUNT GILEAD OH 43338

SMITH WILLIAM F &
6911 BIRDIE WAY
FORT MYERS FL 33919

JACKSON JAMES A
6913 BIRDIE WAY
FORT MYERS FL 33919

FREESE JOHN LINCOLN
6917 BIRDIE WAY
FORT MYERS FL 33919

FLUGGER CHARLES F & LYDIA E
6921 BIRDIE WAY
FORT MYERS FL 33919

SECORA KENNETH W +
6925 BIRDIE WAY
FORT MYERS FL 33919

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LISA M KAISER TRUST +
6929 BIRDIE WAY
FORT MYERS FL 33919

JOHNSON JOHN J TR
6933 BIRDIE WAY
FORT MYERS FL 33919

WORKMAN MICHAEL REID +
42419 CASCADE DR
PUNTA GORDA FL 33982

ROSENTHAL RICHARD M
1317 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

BREWER DONALD E JR TR
171 S BRIDGE ST
SOMERVILLE NJ 08876

SALVAGIN PAUL & DOROTHY
6936 DOG LEG WAY
FORT MYERS FL 33919

STEPHANS OREN L +
6932 DOG LEG WAY
FORT MYERS FL 33919

PATRUYO MARIA & JOHN
6928 DOG LEG WAY
FORT MYERS FL 33919

COLITRE LEIGH STANLEY &
12540 MATTESON AVE
LOS ANGELES CA 90066

LOWRY TERRY MICHAEL +
6927 DOG LEG WAY
FORT MYERS FL 33919

FREY MELANIE
6929 DOG LEG WAY
FORT MYERS FL 33919

ASHLEY PATRICIA & PETER
1246 MEDINAH DR
FORT MYERS FL 33919

KELSEY SHARELLE J
6937 DOG LEG WAY
FORT MYERS FL 33919

LEVINTHAL STEPHEN R &
204 LOUVAINE DR
BUFFALO NY 14223

HANSON KIM & MARK
1329 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

LUEBKE KIMBERLY A BURCHETT +
1333 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

THOMSON ROBERT R & TAMI J
1337 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

HYDE CAROL
1341 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MCGUIRE ANNE +
203 CHANDLERS WARF
PORTLAND ME 04101

GALLIGAN PATRICK F &
1359 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

PREVOIR CHARLES E & PEARL B TR
1363 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

LIGHTELL EILEEN M
1367 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

ANDERSON LEE T
1371 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

CALLAN KEVIN
1375 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

TISDALE ROSEMARY B
6958 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MEINDL DONDALD L/E
6954 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

THOMPSON DOREEN A
6950 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MUENCH JERROLD & LISA +
6946 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

FERRIS DAVID W
1374 EAGLE WAY
FORT MYERS FL 33919

WILLIAMS LARRY L & ESTHER
15078 80B AVE
SURREY BC V3S 7B7
CANADA

WYNBERG LARRY E &
1366 EAGLE WAY
FORT MYERS FL 33919

DUDDLESTON LINDA K L/E
1362 EAGLE WAY
FORT MYERS FL 33919

COLA CARL R & BARBARA G TR
1360 EAGLE WAY
FORT MYERS FL 33919

WOLF ROBERT H & SUSAN F
1361 EAGLE WAY
FORT MYERS FL 33919

PARKER CHRISTINE M TR
36 WINSLOW DR
SCHENECTADY NY 12309

BELL WALTER TR
1367 EAGLE WAY
FORT MYERS FL 33919

DEKONING NATALIE
11608 GROVE HILL LN
KNOXVILLE TN 37932

BAILEY NOREEN & WAYNE
1375 EAGLE WAY
FORT MYERS FL 33919

KAIM GAIL LOUISE
6928 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MANN SHARON
6924 MYERLEE COUNTRY CLUB BLVD
FORT MYERS FL 33919

MCCOMB ROBERT L JR &
1374 BUNKER WAY
FORT MYERS FL 33919

SCHNEIDER TERESA J TR
532 NUNDA TRAIL
CRYSTAL LAKE IL 60012

BERGMAN PAMELA S
1366 BUNKER WAY
FORT MYERS FL 33919

ROBERTS LISA
1362 BUNKER WAY
FORT MYERS FL 33919

MCMANUS RONALD G & THELMA P
180 REAGAN CIR
FRANKLIN IN 46131

STEELE RICHARD & DIANA
10144 CHAPMANS COVE
FORT WAYNE IN 46835

CASH MELANIE
1350 BUNKER WAY
FORT MYERS FL 33919

CASTEEL LINDA +
1348 BUNKER WAY
FORT MYERS FL 33919

HOFFMAN PHILIP J TR
2803 OUTLOOK DR
SILVER LAKE OH 44224

CRAWFORD EDWARD L &
1347 BUNKER WAY
FORT MYERS FL 33919

NERENBERG LEE
1349 BUNKER WAY
FORT MYERS FL 33919

DUNHAM LUAN C +
1351 BUNKER WAY
FORT MYERS FL 33919

FORT MICHAEL R & IRENE T
15040 BALMORAL LOOP
FORT MYERS FL 33919

CAHALAN THOMAS J TR
1359 BUNKER WAY
FORT MYERS FL 33919

BARBAROTTA LINDA A
220 SE 31ST ST
CAPE CORAL FL 33904

BARNES DORIS L
1367 BUNKER WY
FORT MYERS FL 33919

CHANDLEY BEVERLY
1375 BUNKER WAY
FORT MYERS FL 33919

CHANDLEY BEVERLY
1375 BUNKER WAY
FORT MYERS FL 33919

BROWN BETTY J
1369 N BRANDYWINE CIR
FORT MYERS FL 33919

GOESSLING SHANNON L +
1373 N BRANDYWINE CIR
FORT MYERS FL 33919

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MILLER RONALD S & CLETA M
1381 N BRANDYWINE CIR
FORT MYERS FL 33919

GLADYS A FIELDS TRUST
1385 N BRANDYWINE CIR
FORT MYERS FL 33919

NIEWIADOMSKI EUGENE F &
7031 E BRANDYWINE CIR
FORT MYERS FL 33919

STAFFORD WILLIAM C &
7035 E BRANDYWINE CR
FORT MYERS FL 33919

HENKEL GEORGE B &
7043 E BRANDYWINE CIR
FORT MYERS FL 33919

ZIMMERMAN ARLENE TR
9046 N CRAWFORD AVE
SKOKIE IL 60076

ROBERTS THOMAS R
5114 KLEINDALE DR
HOUSTON TX 77066

MATTSON JANICE MARIE TR
7059 E BRANDYWINE CIR
FORT MYERS FL 33919

SCHWEIGERT DAVID D TR
8043 N OKETO AVE
NILES IL 60714

TANNER DAVID M & CHERYL L
7071 E BRANDYWINE CIR
FORT MYERS FL 33919

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

195 co

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

2436694

MYERLEE GOLFSIDE EAST CONDOMINIUM

FORT MYERS, FLORIDA

SUBSTANTIAL REWORDING OF DECLARATION - SEE ORIGINAL DECLARATION FOR ORIGINAL TEXT

THIS INSTRUMENT PREPARED BY:
RICHARD D. DeBOEST
ATTORNEY AT LAW
P. O. BOX 1480
FORT MYERS, FLORIDA 33902

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

REC'D 1982 PG 0433
OFF

1. RECITAL - This Condominium was created by a Declaration recorded on February 7, 1974, recorded in Official Records Book 1019, Page 1141, Lee County, Florida Public Records, as amended. The original Association was created pursuant to former F.S. 711 and was not a corporation. Submission of the land to the condominium form of ownership and the easement to purchasers to roadways by that document remains effective, as does Exhibit "B", the condominium plot plan and survey recorded in O.R. Book 1019 at Pages 1170 through 1179, Lee County, Florida Public Records which are incorporated herein by reference, except the unit boundaries noted on Page 1172, which are changed herein.

2. PLAN OF DEVELOPMENT - The Condominium consists of 60 units restricted to residential purposes.

3. NAME - ASSOCIATION - The name of the Condominium Association is The Myerlee Golfside East Condominium Association, Inc. This Association is incorporated as a nonprofit Florida corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows, unless the context otherwise requires:

4.1. ASSESSMENT - The share of the funds required for the payment of common expenses which from time to time is assessed against a unit owner.

4.2. ASSOCIATION - The Corporation responsible for the operation of the Condominium.

4.3. ASSOCIATION PROPERTY - All property, real or personal, owned by the Association.

4.4. BOARD OF DIRECTORS - The Board of Directors responsible for administration of the Association.

4.5. CHARGE OR SPECIAL CHARGE - An obligation of a unit owner to pay or reimburse money to the Association which cannot be secured as an

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P.A.
ATTORNEYS AT LAW
2118 FIRST STREET
P. O. BOX 1480
FORT MYERS, FLORIDA
33902

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assessment pursuant to F.S. 718.116, but which is secured by a common law lien on the units and its appurtenances pursuant to this Declaration.

4.6. COMMON ELEMENTS - The portions of the property submitted to condominium ownership and not included in the units as defined in Florida Statute 718.108, including:

4.7. The land.

4.8. All parts of the improvements which are not included within the units.

4.9. Easements.

4.10. Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, water and sewer.

4.11. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium.

4.12. COMMON SURPLUS - The excess of all receipts of the Association over the common expenses.

4.13. CONDOMINIUM DOCUMENTS - This Declaration and its attached exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the Declaration.

4.14. CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements which is appurtenant to the unit.

4.15. CONDOMINIUM PROPERTY - The lands and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.16. LIMITED COMMON ELEMENTS - Those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.17. OPERATION - The administration and management of the condominium property.

4.18. PERSON - An individual, corporation, trustee or other legal entity capable of holding title to real property.

4.19. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular; the singular, the plural; and the use of any gender shall be deemed to include all genders.

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4.20. UNIT - A part of the condominium property which is subject to exclusive ownership.

4.21. UNIT NUMBER - The letter, number or combination thereof which is designated upon the Condominium Plats and which is used as the identification of a unit.

4.22. UNIT OWNER - The owner of a condominium parcel.

4.23. VOTING INTEREST - means the voting rights distributed to the Association members pursuant to F.S. 718.104(4)(i).

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1. REAL PROPERTY - Each unit and all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Condominium property, subject only to the provisions of the Condominium Documents and applicable laws.

5.2. BOUNDARIES - Each unit shall be bounded as to both horizontal and perimetrical boundaries as below defined, whether they exist now or are created by construction, settlement or movement of the buildings, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

5.3. HORIZONTAL BOUNDARIES - The upper and lower boundaries of the units shall be:

5.4. UPPER BOUNDARY - The underside of the finished undecorated ceilings of the unit, extended to meet the perimetrical boundaries.

5.5. LOWER BOUNDARY - The upperside of the finished undecorated surface of the floor slabs of the unit, extended to meet the perimetrical boundaries.

5.6. PERIMETRICAL BOUNDARIES - The perimetrical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common areas.

5.7. EXCLUSIVE USE - Each unit owner shall have the exclusive use of such owner's unit.

5.8. OWNERSHIP - The ownership of each unit shall carry with it, as appropriate, and whether or not separately described, all of the right,

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title and interest of a unit owner in the Condominium property which shall include, but not be limited to:

5.9. COMMON ELEMENTS - An undivided share of the common elements.

5.10. LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

Screened porch, screened entry, or other facility (enclosed, screened, fenced or open). Those items set forth in Section 6.7 exterior to a unit are to be maintained by a unit owner.

5.11. ASSOCIATION MEMBERSHIP and an undivided share in the common surplus of the Association.

5.12. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

5.13. EASEMENTS - The following non-exclusive easements from the owners and the Association to (as applicable) each unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services, are hereby granted and created:

5.14. INGRESS AND EGRESS - Easements over the common areas for ingress and egress to units and public ways.

5.15. MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

5.16. UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

5.17. PUBLIC SERVICES - Access to the property and to the units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

6. MAINTENANCE RESPONSIBILITY

6.1. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

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6.2. BY THE ASSOCIATION - The Association shall maintain, repair and replace at the Association's expense:

6.3. Such portions of the unit as contribute to the support of the building including, but not limited to, the perimeter walls, decorative shutters, columns, roof, floors and driveways. Also, wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas.

6.4. All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association. Provided, however, that extra costs incurred by the Association in its maintenance of the common elements necessitated by the temporary removal and replacement of approved unit owner additions or alterations shall be that of the unit owner and such cost shall be secured as a charge. The Association shall not be liable for and need not replace or repair non-approved unit owner additions or alterations.

6.5. BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

6.6. To maintain, repair and replace at his expense, all portions of the unit and its limited common elements except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes windows and window panes, awnings, hurricane shutters, doors, door jambs and thresholds, garage door, screens and associated frames, hardware, appliances, fixtures, switches, fan motors, compressors, wiring, piping and ductwork serving only the particular unit, and any additions and alterations made to the unit, whether located inside or outside the unit.

6.7. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or do any work which would jeopardize the safety or soundness of a building or impair any easements. Any additions to the exterior portions of the buildings or the grounds surrounding the same which may be desired by an owner to protect his property or improve his use and enjoyment thereof such as, but not limited to, plantings, awnings, hurricane shutters, or enclosures for porches must first be approved by a two-thirds (2/3) vote of the Board of Directors in writing prior to installation.

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6.8. Provided that if the maintenance and repair and replacement of a unit, the common elements, limited common elements, or other units shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event the work shall be done by the Association at the expense of the unit owner, and the cost shall be secured as a charge.

7. COMMON ELEMENTS

7.1. COMMON ELEMENTS - The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit "B".

7.2. No action for partition of the common elements shall lie.

7.3. The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.

7.4. Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

8. FISCAL MANAGEMENT - The fiscal management of the Condominium including budget, fiscal year, assessments, and collection of assessments shall be as set forth in the By-Laws (Exhibit A).

9. ASSOCIATION - The administration of the Condominium by the Board of Directors and its powers and duties shall be as set forth in the By-Laws.

10. INSURANCE - In order to adequately protect the Association, the Association property and the Condominium property required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. DUTY AND AUTHORITY TO OBTAIN - The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. Adequate is defined to mean 100% of the replacement cost of the insured improvements exclusive of foundations. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear.

10.2. BASIC INSURANCE - The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the buildings and the common elements as well as all Association property, in an amount

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determined annually by the Board of Directors, such insurance to afford the following protection:

10.3. PROPERTY - Loss or damage by fire, extend coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.4. FLOOD - Up to $250,000 per building or the maximum available through the National Flood Insurance Program.

10.5. LIABILITY - Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the unit owner as a group to a unit owner.

10.6. AUTOMOBILE - Automobile liability for bodily injury and property damage for all owner and/or non-owner motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

10.7. COMPENSATION - The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

10.8. STATUTORY DISHONESTY BOND - Minimum of $10,000 or as required by law per Director, Officer, or employee having access to Association funds.

10.9. OPTIONAL COVERAGE - The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners.

10.10. DESCRIPTION OF COVERAGE - A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by unit owners upon request.

10.11. WAIVER OF SUBROGATION - If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

10.12. INSURANCE PROCEEDS - All insurance policies purchased solely by the Association shall be for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to

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receive such proceeds as are paid and hold and disburse the same in trust for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

10.13. COMMON ELEMENTS - Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

10.14. UNITS - Proceeds on account of units shall be held in the following undivided shares:

10.15. PARTIAL DESTRUCTION, WHEN THE BUILDINGS ARE TO BE RESTORED- For owners of all units, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

10.16. TOTAL DESTRUCTION OF THE BUILDINGS ARE TO BE RESTORED - For owners of all units, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

10.17. MORTGAGEE - If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against units except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

The foregoing notwithstanding, insurance proceeds on account of an NFIP flood insurance policy covering only one unit, purchased by either the Association or various unit owners, shall be used only for the purpose of repairing or replacing the unit to which the respective policy applies and that unit's appurtenant share of the common elements, and no other unit owner or unit may benefit from said proceeds. If the Condominium is not to be restored or rebuilt, the proceeds shall accrue to the benefit of the respective unit owner and his mortgagees, if any.

10.18. DISTRIBUTION OF PROCEEDS - Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

10.19. COST OF RECONSTRUCTION OR REPAIR - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any

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proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.20. FAILURE TO RECONSTRUCT OR REPAIR - If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

10.21. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium property.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY - If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1. DAMAGE TO UNITS - Where loss or damage occurs within a single unit or units, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to the owner(s) of the damaged units in shares proportional to the amount of damage in each unit covered by the Association policy. The owners of damaged units shall be responsible for reconstruction and repair.

11.2. DAMAGE TO COMMON ELEMENTS - LESS THAN "VERY SUBSTANTIAL"- Where loss or damage occurs to the common elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore or rebuild the damage caused by the loss if such repair or reconstruction can legally be done under then existing law and regulations, and the following procedures shall apply:

11.3. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for the repair and reconstruction of the premises.

11.4. If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the

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deficiency, and if other funds such as reserves are not available, levy a special assessment against all unit owners in proportion to their shares in the common expenses. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for repair and restoration of the property.

11.5. "VERY SUBSTANTIAL" DAMAGE - As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.6. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

11.7. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

11.8. If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored or repaired unless two-thirds (2/3) of the voting interests of the Association shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of unit, in which case the Condominium shall be terminated.

11.9. If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless two-thirds (2/3) of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such repairs and restoration. The special assessment shall be added to the proceeds available for repair and restoration of the property.

11.10. If any dispute shall arise as to whether "very substantial" damage has occurred, the Board of Directors shall obtain appropriate

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professional opinions which opinions shall, if concurring, be binding upon all unit owners.

11.11. APPLICATION OF INSURANCE PROCEEDS - It shall be presumed that the first monies disbursed for repair and restoration shall be from the insurance proceeds; if there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be credited to the unit owners, except as otherwise provided in Section 10.17.

11.12. EQUITABLE RELIEF - In the event of substantial damage to the condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within four (4) months following the damage or destruction and is completed within a reasonable time thereafter.

11.13. PLANS AND SPECIFICATIONS - Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of two-thirds (2/3) of the voting interests of the Association.

12. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached as Exhibit "C" and the following provisions:

12.1. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

12.2. REGULATIONS - Reasonable regulations concerning the use of the Condominium property including the units may be made and amended from time to time by a majority vote of the directors of the Association. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No regulation may be contrary to law or discriminate against any group or class of owners. No new or amended regulation may be enforced prior

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to distribution to the owners. Changes in Regulations shall not be construed as amendments to this Declaration and need not be recorded in the Public Records.

12.3. USE OF THE UNITS is restricted to single family residential purposes only. Children under the age of 18 years are not permitted as permanent residents and, as guests, may not occupy a unit for more than 60 days in any calendar year.

12.4. EXCLUSIVE USE OF COMMON ELEMENT FACILITIES - The Board of Directors may, in its discretion, lease the clubhouse and/or pool to unit owners for private parties or gatherings and charge such owners for such exclusive use pursuant to F.S. 718.111(4).

12.5. NUISANCES - No nuisances shall be allowed upon the condominium property, nor any use or practice which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. Only original purchasers may retain their current pets. All replacement pets and subsequent purchasers' pets must be house pets confined to the interior of the unit. The pet may not be over 20 pounds when fully grown. All pets must have the prior approval of the Board.

12.6. VEHICLE PARKING - Only passenger type vehicles may park on streets, driveways or in any area designated for parking within the condominium area or on streets bordering the area. Pickup trucks, vans, boats, busses, recreational vehicles, house trailers, campers or vehicles converted to such use may be parked for periods of not more than 48 hours. However, trucks of any size or type may be parked in the area only for the purpose of loading or unloading or, in the case of service vehicles, when the owners or drivers are actually performing work, services or repairs on behalf of owners or the Association.

13. LEASE, CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and protect the value of the units, the lease, conveyance, disposal and financing of the units by any owner shall be subject to the following provisions in the discretion of the Board.

13.1. NO OWNER may lease, sell, give or dispose of a unit or any interest therein in any manner without the written approval of the Association except to another unit owner, except that a unit may be devised to a spouse or natural or adopted child or deeded to an inter-vivos trust in which the owner-

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settlor is both the trustee and primary beneficiary. Only entire units may be leased. All leases must contain the agreement of the lessee(s) to abide by all the covenants of the condominium documents and must provide that a violation of the documents is a breach of the lease and grounds for termination and that the lessee agrees that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at both the trial and appellate levels. That if such costs and fees are not paid by the lessee(s), that the Unit Owners agrees to pay them. Each Unit Owner by acceptance of the deed to a unit and by the terms of this Declaration appoints the Association as owner's agent to bring actions in owner's name and at owner's expense including damages, termination and eviction. The rules and regulations must be provided by the unit owner to the lessee(s) to read. The minimum leasing period is ninety-one (91) days.

13.2. NO OWNER MAY MORTGAGE or finance his unit in any manner without the written approval of the association except to an institutional lender regularly engaged in the business of making residential first mortgage loans, provided that a unit owner who sells his unit need no approval to take back a purchase money mortgage.

13.3. THE APPROVAL OF THE ASSOCIATION SHALL be obtained as follows:

13.4. WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to lease, sell, transfer in any fashion or encumber his interest. The notice shall include the name and address of the proposed lessee, acquirer or lender and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a charge not to exceed $50.00 or as permitted by law. The Association may require pursuant to F.S. 718.112(2)(i) as a condition to permitting the rental of a unit that a security deposit in the amount of one month's rent be deposited into an escrow account to be maintained by the Association to protect against damages to the common elements or Association property. Within 15 days after a tenant vacates the premises, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this paragraph shall be

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handled in the same fashion as disputes concerning security deposits under F.S. 83.49.

13.5. IF A SALE, the Association must, within 30 days after receipt of the information required above, either approve the transaction, disapprove for cause, or upon the written demand of the owner, furnish an alternate purchaser it approves or itself elect to purchase, and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a certificate of approval.

13.6. THE SALE SHALL BE CLOSED WITHIN 30 DAYS after an alternate purchaser has been furnished or the Association has elected to purchase.

13.7. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, DEVISE or mortgage to a lender other than those approved transactions listed above, or an assignment of interest, notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made.

13.8. NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given immediately after the owner receives knowledge thereof.

13.9. FAILURE TO COMPLY - with this section concerning proceedings shall render the transaction void.

13.10. JUDICIAL SALES - are exempt from this Section.

13.11. UNAPPROVED TRANSACTIONS - Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14. COMPLIANCE AND DEFAULT - Each unit owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other unit owners to the following relief:

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14.1. LEGAL PROCEEDINGS - Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved unit owner.

14.2. NEGLIGENCE - A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances.

14.3. COSTS AND ATTORNEY FEES - In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

14.4. NO WAIVER OF RIGHTS - The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

15. AMENDMENTS - Amendments to any of the Condominium Documents shall be in accordance with the following:

15.1. An Amendment may be proposed either by the Board of Directors or by 10% of the voting interests, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present), and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.

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15.2. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents, a vote of a majority of the voting interests in the Association shall be the required percentage, or the amendment may be adopted by the Board of Directors.

15.3. REGULAR AMENDMENTS - Amendments may be enacted by a favorable vote of two-thirds (2/3) of the voting interests in the Association.

15.4. Any approval of unit owners, on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting, subject to F.S. 718.112(d)(3).

16. TERMINATION - The Condominium may be terminated in the following manner:

16.1. AGREEMENT - The Condominium may be terminated at any time by approval, in writing, of ninety percent (90%) of the voting interests of the Association.

16.2. VERY SUBSTANTIAL DAMAGE - If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 11.5, and it is not decided as therein provided that it will be reconstructed or repaired, the Condominium form of ownership will thereby terminate without agreement.

16.3. GENERAL PROVISIONS - Upon termination, the former unit owners shall become the owners, as tenants in common, of all Condominium and Association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Lee County, Florida.

16.4. NEW CONDOMINIUM - The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

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16.5. PARTITION; SALE - Following termination, the Condominium and Association property may be partitioned and sold upon the application of any unit owner. If following a termination, the owners of two-thirds (2/3) of the voting interests of the Association determine to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

16.6. LAST BOARD - The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affains of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

16.7. PROVISIONS SURVIVE TERMINATION - The provisions of this Section 16 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

17. RIGHTS OF MORTGAGEES

17.1. Where an approved institutional mortgagee of a first mortgage of record obtains title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisition of title unless it is secured by a claim of lien for such recorded prior to the recordation of the mortgage, such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

17.2. Upon receipt by the Association from any Institutional Mortgagee, Guarantor or Insurer of a copy of the mortgage held by such Institutional Mortgagee, guarantor or Insurer on a Unit, together with written request therefore from such Institutional Mortgagee or an Insurer or Guarantor of such first mortgage specifying the address to which the following items are to be sent, the Association shall timely send to such Institutional Mortgagee, Insurer or Guarantor the following, and for which the Association may charge a reasonable fee:

17.3. A copy of a financial statement of the Association for the immediately preceding fiscal year; and

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17.4. Written notice of the cancellation or termination by the Association of any policies of insurance covering the Association Common Areas or any improvements thereon, or any fidelity bonds of the Association; and

17.5. Written notice of any damage or destruction to the improvements located on the Association Common Areas which affects a material portion of the project or the unit securing its mortgage; and

17.6. Written notice of condemnation or eminent domain proceeding affecting a material portion of the project or the unit securing its mortgage; and

17.7. Written notice of failure by an Owner owning a Unit encumbered by a first mortgage held by such Institutional Mortgagee to pay any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

The failure of the Association to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

18. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of mortgage on real property. During his occupancy, if so ordered by the Court, the owner shall be required to pay a reasonable rental, and the Association shall be entitled to the appointment of a receiver to collect it, and the Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate, currently 18% per annum on unpaid assessments and reasonable attorneys' fees and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

18.1. The Association shall have a non-statutory common law lien upon the condominium parcels to secure payment to the Association by unit owners of all charges, costs and expenses for which they are liable to the Association and which cannot be secured as assessments, regular or special, under 718.116. The lien may be foreclosed in the same fashion as a mortgage on real property, shall bear interest at the highest legal rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

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19. ASSOCIATION MEMBERS - The qualification of members and the manner of their admission shall be as follows:

19.1. ALL OWNERS OF UNITS shall be members of the Association, and no other persons or entities shall be entitled to membership.

19.2. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of the County, a deed or other instrument establishing a change of record title to a unit in the Condominium; the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration and the Bylaws, and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

20. COMMON EXPENSES AND COMMON SURPLUS - This Condominium's percentage of sharing common expenses and the percentage of ownership of common surplus of the Association shall be 100% of the whole.

21. CONDEMNATION:

21.1. DEPOSIT OF AWARDS WITH ASSOCIATION - The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

21.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM - Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

21.3. DISBURSEMENT OF FUNDS - If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if

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any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

21.4. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

21.5. UNITS REDUCED BUT TENANTABLE - If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.6. RESTORATION OF UNIT - The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

21.7. DISTRIBUTION OF SURPLUS - The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

21.8. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

21.9. UNIT MADE TENANTABLE - If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.10. PAYMENT OF AWARD - The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).

21.11. ADDITION TO COMMON ELEMENTS - If possible and practical, the remaining portion of the unit shall become a part of the common elements and

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shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

21.12. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

21.13. ARBITRATION - If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in according with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

21.14. TAKING OF COMMON ELEMENTS - Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

21.15. AMENDMENT OF DECLARATION - The changes in units, in the common elements and in the ownership of the common elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association, nor shall the consent of any unit owner or mortgagee be required for any such amendment.

22. VOTING - Each unit shall have one full indivisible vote in all matters.

23. SEVERABILITY - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause,

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phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and exhibits are made and entered into this 18th day of March, 1988.

WITNESSES:

Loretta L. Hall

Marjorie S. Boss

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

By: John S. Hall (SEAL)
President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of March, 1988, by John S. Hall as President of MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

Marjorie S. Boss
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 25,1990
BONDED THRU GENERAL INS. UND.

(SEAL)

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AMENDED AND RESTATED BY-LAWS

OF

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BY-LAWS - SEE ORIGINAL BY-LAWS FOR ORIGINAL TEXT

1. IDENTITY - These are the By-Laws of Myerlee Golfside East Condominium Association, Inc., a nonprofit Florida Corporation formed for the purpose of administering Myerlee Golfside East Condominium, which is located in Fort Myers, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association".)

1.1. OFFICE - The office of the Association shall be at 1450 Edgewater Circle, Fort Myers, Florida 33919.

1.2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

1.3. SEAL - The seal of the Association shall bear the abbreviated name of the Association, the word "Florida," and the year of establishment.

2. MEMBERS' MEETINGS

2.1. ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, during the third week of January each year, for the purpose of electing Directors and transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEMBER'S MEETINGS shall be held whenever called by the President, Vice President or by a majority of the Board of Directors.

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2.3. NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the annual meeting. An officer of the Association shall execute an affidavit of mailing per F. S. 718.112(2)(d)(2) which shall be retained in the official records of the Association as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting.

2.4. The Board of Directors shall also mail copies of the proposed annual budget of common expenses to the unit owners not less than 14 days prior to the meeting at which the budget will be adopted.

2.5. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided that no such practice may preclude nominations from the floor for the election of Directors per Chapter 718, Florida Statutes.

2.6. Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

2.7. Notice of other special meetings not covered above shall be in writing and delivered or mailed to each member first class, postage prepaid not less than 10 days prior to the meeting.

2.8. All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting.

2.9. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting

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at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decision as may by F.S. 718 or the documents require a larger percentage in which case the percentage required in the Documents or F.S. 718 shall govern.

2.10. EACH UNIT SHALL have one indivisible vote. Any unit owned by more than one person or by an artificial entity shall cast its vote through a natural person designated in writing in a voting certificate signed by all of the owners of the unit or in the case of an artificial entity by an officer. The voting certificate must be filed with the Secretary prior to the meeting for which the vote will be exercised or it shall not be counted. The certificate shall be valid until revoked. The holder of the voting certificate may vote in person or by proxy.

2.11. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof and must be filed with the Secretary before or at the meeting. Limited proxies may be used which direct the proxyholder how to vote on issues. Proxies shall provide for the substitution of a nominee. Only members may hold proxies, and no member may hold more than five (5) proxies.

2.12. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.13. THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS and, as far as applicable at all other members' meetings, may be:

(a) Election of a Chairman of the meeting, unless the President or Vice President of the Association is present when he (or she) shall preside.

(b) Calling of the roll and certifying of proxies.

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(c) Proof of Notice of meeting or waiver of notice.

(d) Reading and disposal of any unapproved minutes.

(e) Reports of Directors.

(f) Reports of Committees.

(g) Unfinished business.

(h) Election of Directors.

(i) New business.

(j) Adjournment.

3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS. The affairs of the Corporation shall be governed by a Board composed of seven (7) persons. Directors shall be members of the Association. All officers of a corporate owner shall be deemed to be eligible for Board membership. Directors need not be permanent residents of Lee County. Directors shall be elected by the Voting Interests at the annual meeting. Members of the Board shall be elected annually for one (1) year terms.

3.2. The term of each Director's Service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is removed in the manner provided in the Condominium Act and Condominium Bureau Rules by the voting interests.

3.3. Except as to vacancies provided by removal of Directors by voting interests, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors.

3.4. The Board of Directors, in order to permit the orderly transaction of business of the Condominium during the summer months and at other times when a majority of the Board cannot participate, may appoint an

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executive committee of at least two Directors which shall have the same authority as a majority of the full Board as to specifically identified routine operational decisions.

3.5. THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.6. REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least two days prior to the day named for such meeting.

3.7. SPECIAL MEETINGS OF THE DIRECTORS may be called by the President and must be called by the Secretary at the written request of three Directors. Not less than three day's notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

3.8. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9. MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto) and notice of meetings shall be posted conspicuously on the condominium property 48 hours in advance for the attention of unit owners, except in an emergency. Meetings at which an assessment is to be considered shall contain a statement of such and its nature.

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3.10. A QUORUM AT DIRECTORS' MEETINGS shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.11. THE PRESIDING OFFICER at Directors' meetings shall be the President if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.12. DIRECTORS SHALL SERVE WITHOUT PAY unless the voting interests annually authorize Director's fees, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, the Corporate Charter, the Declaration of Condominium and these By-laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO MAKE AND COLLECT REGULAR AND SPECIAL ASSESSMENTS AGAINST members to defray the costs of the Condominium.

4.2. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

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4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

4.4. TO MAKE AND AMEND RULES AND REGULATIONS concerning the use of the common property and the units.

4.5. THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

4.6. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

4.7. TO ENFORCE by legal means the provisions of applicable laws and the condominium documents.

4.8. TO CONTRACT FOR MANAGEMENT of the Condominium.

4.9. TO CARRY INSURANCE for the protection of the unit owners and the Association.

4.10. TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Condominium and not billed to owners of individual units.

4.11. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the project.

4.13. TO IMPOSE FINES not to exceed $50.00 or as permitted by F.S. 718 from time to time, against the unit owners for violations of the condominium documents, including the Rules and Regulations by owners or their

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tenants, guests or lessees. Each event of violation shall be a separate violation.

4.14. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

4.15. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

4.16. TO IMPOSE CHARGES for the late payment of assessments in the amount of 5% of the assessment or $10.00, whichever is greater. Such late charge is not a fine and is not subject to the procedures of this Article 4.

4.17. TO APPOINT COMMITTEES including nominating, executive, and architectural control. All committees and members shall serve at the pleasure of the Board.

4.18. To operate a voluntary rental program of units in the Condominium for the unit owners and to charge and collect fees for this service, subject to applicable laws.

5. OFFICERS

5.1. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice President, a Secretary and a Treasurer, all of whom shall be

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elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. No person may hold two offices except those of Secretary and Treasurer.

5.2. THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. THE VICE PRESIDENT shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

5.5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

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5.6. THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

5.7. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

5.8. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and reduced to writing within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, shall be available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1. BUDGET - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including

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insurance, management fees, if any, and which shall accrue a reserve per F.S. 718.112 which may be later waived by the owners. It will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expense previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year.

7.2. A copy of the proposed annual budget shall be mailed to the unit owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

7.3. ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable for from one to three months in advance and shall become due on the first day of each such period. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated operating expenses, the reserves, unless waived, and for all of the unpaid operating expense previously incurred.

7.4. EMERGENCY ASSESSMENT - Assessments for the expenses of emergencies which cannot be paid from the operating account shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

7.5. ASSESSMENT ROLL - The assessments for common expenses according to the budget shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative or the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made.

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7.6. LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Except as otherwise provided by law, a first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be liable for unpaid assessments of prior owners. Such liability may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

7.7. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon:

7.8. THE UNIT and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded first mortgage on the unit, except to the extent otherwise provided by law.

7.9. COLLECTION -- INTEREST: APPLICATION OF PAYMENTS Assessments paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before seven days shall bear interest at the highest lawful rate (now 18%) per annum from the date due until paid provided, however, that the Board may elect to waive interest in hardship cases. All payments upon account shall be first applied to interest, costs, late charges, and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.10. COLLECTION -- SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law, by

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foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees at all trial and appellate levels. Per F.S. 718.116, the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed.

7.11. ACCOUNTS - All sums collected from assessments shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made.

7.12. THE DEPOSITORY of the Association shall be such member firm of the New York Stock Exchange, bank or banks or state or federal savings and loan associations in Florida as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person as are authorized by the Directors.

7.13. A REPORT of the accounts of the Association shall be made annually including, but not limited to, a complete financial report of actual receipts and expenditures for the previous 12 months. It shall comply with F.S. 718.111(13) and with F.A.C. 7D-23.004. If it applies, the Association may waive the level of the financial reporting requirements of F.A.C. 7D-23.004 (compiled, reviewed or audited) on an annual basis by the vote of a majority of the voting interests present and voting at a meeting of the Association at which a quorum was achieved. The waiver must have been made within sixty (60) days after the end of the fiscal year to which the waiver applies. A copy of

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the report shall be furnished to each member within 30 days after its completion and delivery to the Directors or at the annual meeting.

7.14. FIDELITY BONDS shall be required by the Board of Directors from all persons who control or disburse Association funds. The amount of such bonds shall be determined by the Directors and shall be not less than required by law. The premiums on such bonds shall be paid by the Association, except premium on bonds for management personnel whose bonding expense is a provision of a contract between the management and the condominium association.

8. PARLIAMENTARY RULES - A parliamentary procedure uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Charter or By-Laws of the Association or with the laws of the State of Florida.

9. AMENDMENTS - Amendments to the By-Laws shall be adopted in the following manner:

9.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A RESOLUTION adopting a proposed amendment must receive approval of a majority of the Directors and two-thirds (2/3) of the voting interests of the Association.

9.3. INITIATION - An amendment may be proposed by either a majority of the Directors or by 10% of the membership of the Association.

9.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

9.5. THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

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9.6. PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

10. Disputes between the Board and unit owners should be arbitrated in voluntary binding arbitration proceedings per the Condominium Act.

The foregoing were adopted as the By-Laws on this 9th day of March, 19 88.

PRESIDENT John S Hall

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OFF REC 1982 PG 0478

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 25, 1988, as shown by the records of this office.

The document number of this corporation is N25589.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 29th day of March, 1988.

Jim Smith
Secretary of State

CH2E022 (6-87)

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OFF REC 1982 PG 0471

FILED
1983 MAR 25 AM 9 33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

ARTICLE I

The name of this corporation is Myerlee Golfside East Condominium Association, Inc.

ARTICLE II

The purpose for which this corporation is organized is to act as the governing association of Myerlee Golfside East Condominium, located at Fort Myers, Florida.

ARTICLE III

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Condominium unit in the Condominium shall be by virtue of such ownership a member of this corporation.

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

The name and residence of the Incorporator is as follows:

Richard D. DeBoest
2118 First Street
Fort Myers, Florida 33901

The rights and interests of the incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

ARTICLE VI

The affairs of the corporation are to be managed by a Board of seven Directors as provided for in the By-Laws.

ARTICLE VII

The names of the Officers who are to serve until the first election under the Articles of Incorporation are:

President - John S. Holl

Vice-President - Arthur W. Crossley

Secretary - Loretta L. Holl

Treasurer - Loretta L. Holl

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P.A.
ATTORNEYS AT LAW
2118 FIRST STREET
P. O. BOX 1480
FORT MYERS, FLORIDA
33902

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ARTICLE VIII

The number of persons constituting the first Board of Directors shall be seven, and their names and addresses are as follows:

John S. Holl
6946 Edgewater Circle
Fort Myers, FL 33919

Arthur W. Crossley
7012 Foxfire Drive
Fort Myers, FL 33919

Loretta L. Holl
6946 Edgewater Circle
Fort Myers, FL 33919

Charles Archer
7021 Foxfire Drive
Fort Myers, FL 33919

Paul Harbison
7017 Foxfire Drive
Fort Myers, FL 33919

Leo A. Nesius
6980 Edgewater Circle
Fort Myers, FL 33919

Fred L. Newcombe
6950 Edgewater Circle
Fort Myers, FL 33919

ARTICLE IX

The By-Laws of the corporation are to be made, altered or rescinded by a two-thirds vote of the voting interests.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

> An Amendment may be proposed by either the Board of Directors or by Ten Percent (10%) of the voting interests and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment.

The Amendment must be approved by a vote of two-thirds of the voting interests of the corporation.

ARTICLE XI

Each unit in the Condominium shall have one full indivisible vote.

ARTICLE XII

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

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ARTICLE XIII

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLE XIV

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance or care of Association property or through the rebate of the excess membership dues, fees or assessments.

ARTICLE XV

The name and place of the residence of the resident agent for service of process shall be John S. Holl, whose address is: 6946 Edgewater Circle, Fort Myers, Florida 33919.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 14th day of MARCH, 1987.

(SEAL)
RICHARD D. DeBOEST

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgements in the State and County aforesaid, personally appeared RICHARD D. DeBOEST, known to me and known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

WITNESS my hand and seal this 14th day of March, 1987.

NOTARY PUBLIC

My Commission Expires: (SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 25,1990
BONDED THRU GENERAL INS. U.D.

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

John S Hall

Registered Agent

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ORB REC'D 1982 PG 0475

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM AND BY-LAWS (AMENDED AND RESTATED)

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION

WE HEREBY CERTIFY THAT the attached amended and restated Declaration of Myerlee Golfside East Condominium of 1450 Edgewater Circle, Fort Myers, Florida, which Declaration is recorded at O.R. 1019, Pg. 1141 et seq. of the Public Records of Lee County, Florida, and the amended and restated by-laws of Myerlee Golfside East Condominium Association were duly adopted by the Association membership at the special meeting held 9 March 88.

IN WITNESS WHEREOF, we have affixed our hands this 14th day of March, 1988, at 1450 Edgewater Circle, Lee County, Florida.

Jack Holl, President By: John S Holl
President

Lori Holl, Sec'y. Attest: Loretta L. Holl
Secretary

STATE OF FLORIDA

COUNTY OF LEE

On this 14th day of March, 1988, personally appeared Jack Holl, and Lori Holl, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

John R. Lyon
Notary Public

My commission expires:

Notary Public
State of Florida at Large
My Commission Expires Dec. 29, 1991

Prepared by:
Myerlee Golfside East
Condominium Association
1450 Edgewater Circle
Ft. Myers, FL 33907

RECORDED & RECORD VERIFIED
Charlie Green
CLERK CIRCUIT COURT
LEE COUNTY, FLA.

APR 11 4 44 PM '88

Lee County Tax Collector
Noelle Branning

Search > Account Summary

Real Estate Account #27-45-24-22-00000.00CE

Owner:
MYERLEE GOLFSIDE EAST CONDO

Situs:
1428 EDGEWATER CIR
FORT MYERS 33919

Parcel details
GIS
Property Appraiser

Get bills by email

Amount Due

Your account has **no balance due** at this time.

Account History

BILL	AMOUNT DUE
2023 Annual Bill	$0.00 Print (PDF)
2022 Annual Bill	$0.00 Print (PDF)
2021 Annual Bill	$0.00 Print (PDF)
2020 Annual Bill	$0.00 Print (PDF)
2019 Annual Bill	$0.00 Print (PDF)
2018 Annual Bill	$0.00 Print (PDF)
2017 Annual Bill	$0.00 Print (PDF)
2016 Annual Bill	$0.00 Print (PDF)
2015 Annual Bill	$0.00 Print (PDF)
2014 Annual Bill	$0.00 Print (PDF)
Total Amount Due	**$0.00**

BILL	AMOUNT DUE
2013 Annual Bill ⓘ	$0.00 Print (PDF)
2012 Annual Bill ⓘ	$0.00 Print (PDF)
Total Amount Due	**$0.00**

E-Check: FREE
PayPal: 2.35% Convenience Fee
Credit Card: 2.35% Convenience Fee, minimum fee of $1.85
Payment will appear as ***PMT*Lee Co Tax Collector** on your statement.
Debit Card: Phone/Online – 2.35% Convenience Fee; In-Person (PIN required) - $1.95 Flat Rate

The Tax Collector's office does not retain any portion of the convenience fee.

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Zoning Resolutions and Zoning Approvals

Resolution # Z-07-001 – Case #DCI2006-00037 (84-3-28-DCI)

Mattaniah Jahn

From: Hutchinson Contractors <hutchinsoncontractors@yahoo.com>
Sent: September 9, 2022 4:34 PM
To: Mattaniah Jahn; Aya Abunada
Subject: Myerlew Cell Tower Proposal

HOA approval email below.

Steven Hutchinson
304-433-7406

-------- Original message --------
From: Kristi Valentine <Kristi@ralresorts.com>
Date: 9/7/22 10:57 AM (GMT-05:00)
To: Steven Hutchinson <hutchinsoncontractors@yahoo.com>
Subject: RE: Cell Tower Proposal

Hi Steve!

Thank you!

The association had their meeting and the cell tower is a go as long as everything the association wanted in the contract is put in there.

Where do we go from here? What is the next step?

Hope you have a wonderful Wednesday,

Kristi A. Valentine

RAL Resort Property Management, Inc.

Condominium and HOA Division

Office: 239/481-9580 Ext. 209

Fax: 239/481-9386

From: Steven Hutchinson <hutchinsoncontractors@yahoo.com>
Sent: Wednesday, September 7, 2022 10:52 AM
To: Kristi Valentine <Kristi@ralresorts.com>
Subject: Re: Cell Tower Proposal

Kristi,

Below are the 3 references. This took a while because we had to contact the land owners to make sure we could give out their contact information.

Gabriel Takata P.A. CAM

Clearview Towers Condominium Association

305-299-6245

2829 Indian Creek Dr. Miami Beach FL, 33140

clearviewtowersmiami@gmail.com

Cassie Houck, CAM

Property Manager at Barefoot Trace Condominiums

Phone: 904-471-3881

cassie.houck@coastalrealtyfl.com

Tracie Miller, CAM

Island Oasis Property Management, Inc.

manager@apollocondo.net

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Myerlee
Site Number: US-FL-7108
Commitment #: VTB-130475-C

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **Myerlee Golfside East Condominium Association**, a non-profit corporation ("**Landlord**"), whose address is 1386 Myerlee Country Club Boulevard, Fort Myers, Florida 33919, and **VB BTS II, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated the 8th day of September, 2023 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;

2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;

3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the

term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or license the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Landlord may not subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

Kyra Gravitt
Name: Kyra Gravitt

Name: Magdalena Hagar

LANDLORD:

Myerlee Golfside East Condominium Association
a Florida non-profit corporation

By: Anna Guthrie
Name: Anna Guthrie
Title: Pres
Date: 8-23-23

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23 day of August, 20 23, by Anna Guthrie as President of Myerlee Golfside East Condominium Association, a Florida non-profit corporation.

Kristi A Valentine
Signature of Notary Public

Kristi A. Valentine
Print, Type, or Stamp Commissioned Name of Notary Public

KRISTI ANNE VALENTINE
MY COMMISSION # HH 298408
EXPIRES: December 8, 2026

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

DocuSign Envelope ID: 41F343CB-DF4A-4819-A734-F262BBE7CC59

(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:

Name: Alex Grunberg

Name: Chris Molloy

TENANT:

VB BTS II, LLC
a Delaware limited liability company

By: Tim Tuck
Name:
Title: Vice President - Lease Administration
Date: 9/8/23
LeasingOps

DS

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of September, 2023, by means of ☑ physical presence or ☐ online notarization by Tim Tuck ~~Alex Rubio~~, the VP Toller Dev Leasing of VB BTS II, LLC, a Delaware limited liability company, on behalf of the company.

Jeanne M Bruning
Signature of Notary Public

Jeanne M Bruning
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

JEANNE M. BRUNING
MY COMMISSION # GG 041900
EXPIRES: April 20, 2024

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property
(may be updated by Tenant upon receipt of final legal description from title)

Situated in the State of Florida, County of Lee, being a part of Section 28 and Section 27, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at the Northwest corner of aforesaid Section 27; thence S 0° 16' 12" E along the West line of aforesaid Section 27 a distance of 50.00 feet; thence N 89° 54' 45" E, a distance of 30.00 feet to a point and the principal place of beginning; thence S 0° 16' 12" E a distance of 140.00 feet; thence N 89° 54' 45" E, a distance of 310.00 feet; thence S 0° 16' 12" E, a distance of 1163.27 feet; thence S 42° 56' 20" E, a distance of 116.03 feet; thence N 79° 09' 09" E, a distance of 127.14 feet; thence S 10° 50' 51" E, a distance of 200.00 feet; thence S 30° 41' 16" E, a distance of 176.78 feet; thence S 68° 19' 34" E, a distance of 200.00 feet; thence N 22° 14; 45" E, a distance of 559.41 feet; thence by curve deflecting to the left a distance of 102.12 feet, said curve having a radius of 52.00 feet and a chord that bears N 34° 00' 44" W, a distance of 86.48 feet; thence S 89° 43' 48" W, a distance of 436.53 feet; thence by a curve deflecting to the right a distance of 212.06 feet, said curve having a radius of 135.00 feet and a chord that bears N 45° 16' 12" W, a distance of 190.92 feet; thence N 0° 16' 12" W, a distance of 1035.10 feet; thence by a curve deflecting to the left a distance of 47.03 feet, said curve having a radius of 30.00 feet and a chord that bears N 45° 10' 44" W, a distance of 42.36 feet; thence S 89° 54' 45" W, a distance of 390.10 feet to the place of beginning.

Also starting at the Northeast corner of Section 28; thence S 0° 16' 12" E along the Easterly line of the aforesaid Section 28, a distance of 50.0 feet to a point on the Southerly right-of-way line of Myerlee Country Club Boulevard; thence S 89° 54' W along the aforesaid right-of-way line a distance of 150.0 feet to a point and the principal place of beginning; thence S 0° 16' 12" E, a distance of 140.0 feet; thence S 89° 54' W, a distance of 300.0 feet to a point on the Easterly right-of-way line of Myerlee Country Club Boulevard; thence N 0° 16' 12" W along the aforesaid right-of-way line, a distance of 114.93 feet; thence by a curve deflecting to the right a distance of 39.34 feet, said curve having a radius of 25.0 feet and a chord that bears N 44° 48' 54" E, a distance of 35.41 feet; thence N 89° 54' E along the Southerly right-of-way line of Myerlee Country Club Boulevard a distance of 274.93 feet to the point of beginning.

Parcel ID No.: 27-45-24-22-00000.00CE

This being a portion of the same property conveyed to L & M Development Corp., a Florida corporation, as to interest in fee simple, from Guy Memoli, individually and as Trustee, joined by his wife Rose Memoli, in a Warranty Deed dated November 1, 1972 and recorded July 23, 1973 in Book 970, Page 546 in Lee County, Florida.

This further being the same property conveyed to Myerlee Golfside East Condominium Association, an association organized pursuant to Chapter 711, Laws of Florida, 1971, as to managment rights, from L & M Development Corp., a Florida corporation in a Declaration of Condominium of Myerlee Golf East Condominium dated June 23, 1974 and recorded June 24, 1974 in Book 1019 Page 1141 in Lee County, Florida.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

LEE COUNTY
INTENT TO ALLOW COLOCATION AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared John Stevens, who being by me first duly sworn, under oath, deposes and states as follows:

1. I am over eighteen (18) years of age and have personal knowledge of the matters contained herein.

2. I am a manager for VB BTS II, LLC ("Vertical Bridge"), and have the authority to sign this affidavit.

3. It is the intent of Vertical Bridge to construct a Wireless Communications Facility on parcel with STRAP # 27-45-24-22-00000.00CE / Folio # 10462933, in Lee County, Florida.

4. The proposed Wireless Communications Facility will be designed to collocate up to 3 sets of antennas on it.

5. It is the intent of Vertical Bridge and its successors to allow colocation of wireless communication antennas at reasonable market rates or to allow a replacement tower to be erected within the lease area provided that the replacement is physically and contractually feasible and that the cost of modifying or replacing the Wireless Communications Facility to accommodate the collocated wireless antennas and equipment is borne by the collocating company.

AFFIANT FURTHER SAYETH NAUGHT

NAME John Stevens
VB BTS II, LLC

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of November, 2023, by John Stevens who is personally known to me or who has produced _____ as identification and who did take an oath.

ESTHER NELSON
Notary Public - State of Florida
Commission # HH 464044
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

(SEAL)

Notary Public
Esther Nelson
Printed Name of Notary

STONECYPHER SURVEYING INC.
1225 NW 16TH AVENUE, GAINESVILLE, FLORIDA 32601 PHONE: 352-379-0948

MYERLEE
SITE NUMBER: US-FL-7108

PARENT PARCEL DESCRIPTION

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 28 AND SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF AFORESAID SECTION 27; THENCE S 0° 16' 12" E ALONG THE WEST LINE OF AFORESAID SECTION 27 A DISTANCE OF 50.00 FEET; THENCE N 89° 54' 45" E, A DISTANCE OF 30.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S 0° 16' 12" E A DISTANCE OF 140.00 FEET; THENCE N 89° 54' 45" E, A DISTANCE OF 310.00 FEET; THENCE S 0° 16' 12" E, A DISTANCE OF 1163.27 FEET; THENCE S 42° 56' 20" E, A DISTANCE OF 116.03 FEET; THENCE N 79° 09' 09" E, A DISTANCE OF 127.14 FEET; THENCE S 10° 50' 51" E, A DISTANCE OF 200.00 FEET; THENCE S 30° 41' 16" E, A DISTANCE OF 176.78 FEET; THENCE S 68° 19' 34" E, A DISTANCE OF 200.00 FEET; THENCE N 22° 14' 45" E, A DISTANCE OF 559.41 FEET; THENCE BY CURVE DEFLECTING TO THE LEFT A DISTANCE OF 102.12 FEET, SAID CURVE HAVING A RADIUS OF 52.00 FEET AND A CHORD THAT BEARS N 34° 00' 44" W, A DISTANCE OF 86.48 FEET; THENCE S 89° 43' 48" W, A DISTANCE OF 436.53 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 212.06 FEET, SAID CURVE HAVING A RADIUS OF 135.00 FEET AND A CHORD THAT BEARS N 45° 16' 12" W, A DISTANCE OF 190.92 FEET; THENCE N 0° 16' 12" W, A DISTANCE OF 1035.10 FEET; THENCE BY A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 47.03 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N 45° 10' 44" W, A DISTANCE OF 42.36 FEET; THENCE S 89° 54' 45" W, A DISTANCE OF 390.10 FEET TO THE PLACE OF BEGINNING.

ALSO STARTING AT THE NORTHEAST CORNER OF SECTION 28; THENCE S 0° 16' 12" E ALONG THE EASTERLY LINE OF THE AFORESAID SECTION 28, A DISTANCE OF 50.0 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE S 89° 54' W ALONG THE AFORESAID RIGHT-OF-WAY LINE A DISTANCE OF 150.0 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S 0° 16' 12" E, A DISTANCE OF 140.0 FEET; THENCE S 89° 54' W, A DISTANCE OF 300.0 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE N 0° 16' 12" W ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 114.93 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 39.34 FEET, SAID CURVE HAVING A RADIUS OF 25.0 FEET AND A CHORD THAT BEARS N 44° 48' 54" E, A DISTANCE OF 35.41 FEET; THENCE N 89° 54' E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 274.93 FEET TO THE POINT OF BEGINNING.

PARCEL ID NO.: 27-45-24-22-00000.00CE

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO L & M DEVELOPMENT CORP., A FLORIDA CORPORATION, AS TO INTEREST IN FEE SIMPLE, FROM GUY MEMOLI, INDIVIDUALLY AND AS TRUSTEE, JOINED BY HIS WIFE ROSE MEMOLI, IN A WARRANTY DEED DATED NOVEMBER 1, 1972 AND RECORDED JULY 23, 1973 IN BOOK 970, PAGE 546 IN LEE COUNTY, FLORIDA.

THIS FURTHER BEING THE SAME PROPERTY CONVEYED TO MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, AN ASSOCIATION ORGANIZED PURSUANT TO CHAPTER 711, LAWS OF FLORIDA, 1971, AS TO MANAGEMENT RIGHTS, FROM L & M DEVELOPMENT CORP., A FLORIDA CORPORATION IN A DECLARATION OF CONDOMINIUM OF MYERLEE GOLF EAST CONDOMINIUM DATED JUNE 23, 1974 AND RECORDED JUNE 24, 1974 IN BOOK 1019 PAGE 1141 IN LEE COUNTY, FLORIDA.

VB BTS II, LLC LEASE AREA DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N00° 16' 12"W FOR 60.00 FEET; THENCE N89° 43' 48"E FOR 64.70 FEET; THENCE S29° 46' 20"W FOR 69.31 FEET; THENCE S89° 43' 48"W FOR 30.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING AND BEING IN LEE COUNTY, FLORIDA, CONTAINING 2,841 SQUARE FEET MORE OR LESS.

VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT DESCRIPTION

A 20-FEET WIDE NON-EXCLUSIVE EASEMENT STRIP OF LAND FOR THE PURPOSES OF ACCESS AND UTILITIES LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET; THENCE N00° 16' 12"W FOR 60.00 FEET; THENCE N89° 43' 48"E FOR 64.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND; THENCE CONTINUE N89° 45' 08"E FOR 6.20 FEET; THENCE N52° 35' 51"E FOR 66.00 FEET, TO A NON-TANGENT POINT ON A CURVE AND AN INTERSECTION WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF EDGEWATER CIRCLE (A COUNTY MAINTAINED 50' RIGHT-OF-WAY); THENCE SOUTHEASTERLY FOR 20.10 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 135.00 FEET, CENTRAL ANGLE OF 8° 31' 46", SUBTENDED BY A CHORD HAVING A LENGTH OF 20.08 FEET AND BEARING S42° 27' 42"E; THENCE S52° 35' 51"W FOR 95.27 FEET; THENCE N60° 13' 40"W FOR 13.13 FEET; THENCE N29° 46' 20"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT DESCRIPTION

A 15-FEET WIDE NON-EXCLUSIVE EASEMENT STRIP OF LAND FOR THE PURPOSES OF UTILITIES LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET; THENCE N00° 16' 12"W FOR 250.00 FEET; THENCE S89° 43' 48"W FOR 15.00 FEET TO THE POINT OF BEGINNING.

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Vertical Bridge File #: (DEV)US-FL-7108 **Tower Title File #**: VTB-130475-C

TOWER TITLE

Tower Title & Closing

18 Imperial Place, Courtyard

Providence, RI 02903

(844) 944-2876

[COMMITMENT BEGINS ON NEXT PAGE]

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: _____ President

ATTEST _____ Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C276B

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

Transaction Identification Data for reference only:
Issuing Agent:**148619.1.27.09**
Issuing Office: **Tower Agency, LLC**
Loan/ID Number: **(DEV)US-FL-7108**
Commitment Number: **VTB-130475-C**
Issuing Office File Number: **VTB-130475-C**
Property Address: **1428 Edgewater Circle, Fort Myers, FL 33919**
Revision Number:

SCHEDULE A

1. Commitment Date: **14th day of April, 2022**

2. Policy to be issued:
   (a) 2006 ALTA® Owner's Policy 2006
   Proposed Insured: **VB BTS, LLC**
   Proposed Policy Amount: **$250,000.00**

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**

4. The Title is, at the Commitment Date, vested in: **Myerlee Golfside East Condominium Association, an association organized pursuant to Chapter 711, Laws of Florida, 1971, as to management rights**

5. The Land is described as follows: **per EXHIBIT A attached**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Jessica N. Kennedy

By:_____
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
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SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

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

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

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

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

Lease from Myerlee Golfside East Condominium Association, an association organized pursuant to Chapter 711, Laws of Florida, 1971 to VB BTS, LLC.

Additionally, all of the following Requirements must be cleared to the satisfaction of the Company:

5. The Company must be furnished proof of payment of all real property taxes and assessments that are due and payable, including but not limited to the following:

Type of Tax: County
For the period: 2021
In the amount of: EXEMPT
Tax parcel ID: 27-45-24-22-00000.00CE
Date Due: N/A
Interest and penalties may accrue.

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6. WITH RESPECT TO Myerlee Golfside East Condominium Association, an association organized pursuant to Chapter 711, Laws of Florida, 1971 (hereinafter referred to as Corporation), THE FOLLOWING MUST BE SUBMITTED:
A) A certified true copy of the articles of incorporation on file with the state in which the Corporation is incorporated and all amendments thereto.

B) A current certificate of good standing for the Corporation issued by the secretary of state in which the company is incorporated.

C) A certified true copy of a resolution of the board of directors authorizing the conveyance of caption premises to be insured hereunder.

D) A certified true copy of an incumbent certificate issued by the Corporation secretary indicating the duly authorized signatory of said Corporation.

E) Evidence all corporation and/or franchise taxes have been paid current.

7. Subject to review of current survey of tower site and easements prior to issuance of policy.

8. Release of adverse restrictions contained in the following declarations

Declaration of Condominium of Myerlee Golfside East Condominium dated January 23, 1974 and recorded January 25, 1974 in (book) 1019 (page) 1141 (instrument) 777946, as identified under 8A, property to be used only for single family residences.

Second Amended and Restated Declaration dated June 1, 2009 and recorded June 9, 2009 in (instrument) 2009000156069, as identified
under 11.6, Alterations and Additions to Common Elements costing more than $10,000 require approval and 12.11, Antennas prohibited on any portion of common elements.

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SCHEDULE B, PART II
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements not shown by the public records.

4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.

5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.

6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.

7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.

8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

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

9. Rights of fee simple owners in and to the subject property.

10. Terms and conditions contained in that Declaration of Condominium dated January 23, 1974 and recorded January 25, 1974 in (book) 1019 (page) 1141 (instrument) 777946 in Lee County, Florida.

Affected by a(n) Amended and Restated Declaration of Condominium dated March 18, 1988 and recorded April 11, 1988 in (book) 1982 (page) 0433 (instrument) 2436694, in Lee County, Florida.

Affected by a(n) Certificate of Amendment dated May 28, 1991 and recorded May 28, 1991 in (book) 2223 (page) 2708 (instrument) 3028872, in Lee County, Florida.

Affected by a(n) Certificate of Amendment dated April 22, 1996 and recorded April 22, 1996 in (book) 2697 (page) 3675 (instrument) 3950156, in Lee County, Florida.

Affected by a(n) Certificate of Amendment dated January 26, 1998 and recorded January 27, 1998 in (book) 2913 (page) 3430 (instrument) 4315857, in Lee County, Florida.

Affected by a(n) Certificate of Amendment dated March 6, 2000 and recorded March 6, 2000in (book) 03227 (page) 2069 (instrument) 4825871, in Lee County, Florida.

Affected by a(n) Certificate of Amendment of Declaration of Condominium dated May 27, 2009 and recorded June 2, 2009 in (instrument) 2009000149401, in Lee County, Florida.

Affected by a(n) Second Amendment and Restated Declaration of Condominium dated June 1, 2009 and recorded June 9, 2009 in (instrument) 2009000156069, in Lee County, Florida.

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Affected by a(n) Certificate of Amendment of Declaration of Condominium dated June 11, 2010 and recorded July 2, 2010 in (instrument) 2010000165898, in Lee County, Florida.

Affected by a(n) Amendment to the By-Laws dated December 16, 2015 and recorded December 21, 2015 in (instrument) 2015000271565, in Lee County, Florida.

Affected by a(n) Amendment to the Declaration of Condominium dated February 17, 2017 and recorded March 8, 2017 in (instrument) 2017000049083, in Lee County, Florida.

Affected by a(n) Amendment to the Declaration of Condominium dated March 22, 2021 and recorded April 8, 2021 in (instrument) 2021000111886, in Lee County, Florida.

11. Grant of Easement between L & M Development Corp., a Florida corporation, and Myerlee Golfside East Condominium Association, a Florida non-profit corporation; and Florida Cities Water Company, a Florida corporation, dated October 14, 1974 and recorded January 27, 1975 in (book) 1071 (page) 1969 (instrument) 840738, in Lee County, Florida.

12. Grant of Easement between L & M Development Corp., a Florida corporation, and Myerlee Golfside East Condominium Association, a Florida non-profit corporation; and Florida Cities Water Company, a Florida corporation, dated October 14, 1974 and recorded June 14, 1976 in (book) 1144 (page) 224, in Lee County, Florida.

13. Terms and conditions of an unrecorded license, as evidenced by a(n) License between Myerlee Park Apartments Condominium Association, the Myerlee Park North Condominium Association and the Myerlee Golfside East Condominium Association and United Telephone Company of Florida, dated January 15, 1982 and recorded January 18, 1982 in (book) 1574 (page) 1783 (instrument) 1509254, in Lee County, Florida.

14. Grant of Easement between Comcast Cablevision of California, LLC; and Myerlee Golfside East Condominium Association, Inc., dated March 25, 2003 and recorded July 24, 2003 in (book) 04004 (page) 1151 (instrument) 5905025, in Lee County, Florida.

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Fidelity National Title Insurance Company

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27C276B

ALTA Commitment for Title Insurance 8-1-16

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

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

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

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements; and
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

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Fidelity National Title Insurance Company

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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EXHIBIT A

Situated in the State of Florida, County of Lee, being a part of Section 28 and Section 27, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at the Northwest corner of aforesaid Section 27; thence S 0° 16' 12" E along the West line of aforesaid Section 27 a distance of 50.00 feet; thence N 89° 54' 45" E, a distance of 30.00 feet to a point and the principal place of beginning; thence S 0° 16' 12" E a distance of 140.00 feet; thence N 89° 54' 45" E, a distance of 310.00 feet; thence S 0° 16' 12" E, a distance of 1163.27 feet; thence S 42° 56' 20" E, a distance of 116.03 feet; thence N 79° 09' 09" E, a distance of 127.14 feet; thence S 10° 50' 51" E, a distance of 200.00 feet; thence S 30° 41' 16" E, a distance of 176.78 feet; thence S 68° 19' 34" E, a distance of 200.00 feet; thence N 22° 14; 45" E, a distance of 559.41 feet; thence by curve deflecting to the left a distance of 102.12 feet, said curve having a radius of 52.00 feet and a chord that bears N 34° 00' 44" W, a distance of 86.48 feet; thence S 89° 43' 48" W, a distance of 436.53 feet; thence by a curve deflecting to the right a distance of 212.06 feet, said curve having a radius of 135.00 feet and a chord that bears N 45° 16' 12" W, a distance of 190.92 feet; thence N 0° 16' 12" W, a distance of 1035.10 feet; thence by a curve deflecting to the left a distance of 47.03 feet, said curve having a radius of 30.00 feet and a chord that bears N 45° 10' 44" W, a distance of 42.36 feet; thence S 89° 54' 45" W, a distance of 390.10 feet to the place of beginning.

Also starting at the Northeast corner of Section 28; thence S 0° 16' 12" E along the Easterly line of the aforesaid Section 28, a distance of 50.0 feet to a point on the Southerly right-of-way line of Myerlee Country Club Boulevard; thence S 89° 54' W along the aforesaid right-of-way line a distance of 150.0 feet to a point and the principal place of beginning; thence S 0° 16' 12" E, a distance of 140.0 feet; thence S 89° 54' W, a distance of 300.0 feet to a point on the Easterly right-of-way line of Myerlee Country Club Boulevard; thence N 0° 16' 12" W along the aforesaid right-of-way line, a distance of 114.93 feet; thence by a curve deflecting to the right a distance of 39.34 feet, said curve having a radius of 25.0 feet and a chord that bears N 44° 48' 54" E, a distance of 35.41 feet; thence N 89° 54' E along the Southerly right-of-way line of Myerlee Country Club Boulevard a distance of 274.93 feet to the point of beginning.

Parcel ID No.: 27-45-24-22-00000.00CE

This further being the same property conveyed to Myerlee Golfside East Condominium Association, an association organized pursuant to Chapter 711, Laws of Florida, 1971, as to managment rights, from L & M Development Corp., a Florida corporation in a Declaration of Condominium of Myerlee Golf East Condominium dated June 23, 1974 and recorded June 24, 1974 in Book 1019 Page 1141 in Lee County, Florida.

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AMERICAN LAND TITLE ASSOCIATION

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B.D.D.

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OR 1019 PG 1141

DECLARATION OF CONDOMINIUM

OF

MYERLEE GOLFSIDE EAST CONDOMINIUM

Fort Myers, Florida

L & M DEVELOPMENT CORP., a Florida corporation, herein called the Owner, to its grantees and assigns and their heirs, successors and assigns hereby makes this Declaration of Condominium:

Wherein the Owner makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, 1971, as amended, herein called the Condominium Act.

A. Name and Address: The name of the condominium is MYERLEE GOLFSIDE EAST CONDOMINIUM and the name of the condominium association herein formed shall be the MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION. The initial business address of the Association will be: c/o L & M Development Corp., 6744 Winkler Road, Fort Myers, Florida. This Association shall exist, without incorporation, as a legal entity pursuant to Chapter 711, Florida Statutes, 1971, as amended.

B. The land: The lands hereby submitted to the condominium form of ownership are:

Situated in the State of Florida, County of Lee, being a part of Section 28 and Section 27, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at the Northwest corner of aforesaid Section 27; thence S 0° 16' 12" E along the West line of aforesaid Section 27 a distance of 50.00 feet; thence N 89° 54' 45" E, a distance of 30.00 feet to a point and the principal place of beginning; thence S 0° 16' 12" E a distance of 140.00 feet; thence N 89° 54' 45" E, a distance of 310.00 feet; thence S 0° 16' 12" E, a distance of 1163.27 feet; thence S 42° 56' 20" E, a distance of 116.03 feet; thence N 79° 09' 09" E, a distance of 127.14 feet; thence S 10° 50' 51" E, a distance of 200.00 feet; thence S 30° 41' 16" E, a distance of 176.78 feet; thence S 68° 19' 34" E, a distance of 200.00 feet; thence N 22° 14' 45" E, a distance of 559.41 feet; thence by curve deflecting to the left a distance of 102.12 feet, said curve having a radius of 52.00 feet and a chord that bears N 34° 00' 44" W, a distance of 86.48 feet; thence S 89° 43' 48" W, a distance of 436.53 feet; thence by a curve deflecting to the right a distance of 212.06 feet, said curve having a radius of 135.00 feet and a chord that bears N 45° 16' 12" W, a distance of 190.92 feet; thence N 0° 16' 12" W, a distance of 1035.10 feet; thence by a curve deflecting to the left a distance of 47.03 feet, said curve having a radius of 30.00 feet and a chord that bears N 45° 10' 44" W, a distance of 42.36 feet; thence S 89° 54' 45" W, a distance of 390.10 feet to the place of beginning.

ADDERLY, ALOIA & DUDLEY
Attorneys & Counselors at Law
1714 CAPE CORAL PKWY.
P.O. BOX 535
CAPE CORAL, FLA. 33904

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Also starting at the Northeast corner of Section 28; thence S 0° 16' 12" E along the easterly line of the aforesaid Section 28, a distance of 50.0 feet to a point on the southerly right-of-way line of Myerlee Country Club Boulevard; thence S 89° 54' W along the aforesaid right-of-way line a distance of 150.0 feet to a point and the principal place of beginning; thence S 0° 16' 12" E, a distance of 140.0 feet; thence S 89° 54' W, a distance of 300.0 feet to a point on the easterly right-of-way line of Myerlee Country Club Boulevard; thence N 0° 16' 12" W along the aforesaid right-of-way line, a distance of 114.93 feet; thence by a curve deflecting to the right a distance of 39.34 feet, said curve having a radius of 25.0 feet and a chord that bears N 44° 48' 54" E, a distance of 35.41 feet; thence N 89° 54' E along the southerly right-of-way line of Myerlee Country Club Boulevard a distance of 274.93 feet to the point of beginning.

C. Plan of Development:

(1) The condominium consists of a total of thirty buildings containing two apartments each for a total of 60 resident units. In addition, there shall be a swimming pool, a recreation building, and a maintenance building, all as shown on Exhibit "B", the Architect's plans. Owner grants an easement of ingress and egress to all subsequent purchasers over the roadways shown as "EDGEWATER CIRCLE", CEDERHURST DRIVE", and MYERLEE COUNTRY CLUB BOULEVARD", as shown on Exhibit "B". Owner reserves the right, however, to dedicate said roadways to public use.

(2) It is contemplated as of the time of preparing this Declaration of Condominium and the By-Laws hereto, that some of the family units are to be paid for by the placing of a mortgage upon them through or by a financing institution both as to original purchases and future resales. Whenever a mortgage has been so placed upon a family unit the "Owner-Developer", as to original sales, and the Association, as to future resales, agree to notify the mortgagee of any default prior to the bringing or instituting of any action upon the breach or cancellation of the contract of sale. The sending of such notice to the mortgagee shall be a condition precedent to the beginning of any such legal action involving a family unit encumbered by a mortgage.

2. DEFINITIONS. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Apartment: A part of the apartment buildings capable of independent use, including one or more rooms or enclosed spaces, as well as screened porches and garages, and which is separately described on the Architect's Plans as a dwelling with a designated letter and a number. The word "Apartment" may also include the appurtenances thereto which are elsewhere described.

B. Apartment Buildings: Means the buildings containing the apartments and located on the land.

C. Apartment Owner: The person or persons owning an apartment in fee simple.

D. Apartment Number: Means the number, letter or combination thereof or other designation which is established of record in

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a condominium deed as an identification of an apartment.

E. Assessments: Means those levies for funds upon apartment owners made necessary to pay indebtednesses resulting from expenses over and above or not contemplated by the annual operating budget, or for the purpose of making capital improvements to the lands or structures within the condominium area not contemplated in the annual operating budget.

F. Association: Means the MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, and its successors through which all of the apartment owners act as a group in accordance with this declaration and the other condominium documents.

G. Common Areas: Means portions of the land and improvements thereon not occupied by the apartment buildings.

H. Common Elements: Includes within its meaning the following items:

(1) The land.

(2) All parts of an apartment building not included within the apartments.

(3) All improvements not included within the apartments.

(4) Easements.

(5) Installations for the furnishing of utility services to more than one apartment, such as electric power, water, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

(6) The personal property and installations in connection therewith required for the furnishing of services to more than one apartment, and the tangible personal property required for the maintenance and operation of the condominium property.

(7) All other portions of the property which are rationally of common use or necessity to the existence, upkeep and safety of the condominium.

I. Common Expenses: Means and includes:

(1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments which are the responsibility of the Association.

(2) Expenses agreed upon as common expenses by the Association, or those declared to be common expenses by provisions of this declaration or other condominium documents.

(3) Any valid charge against the condominium as a whole.

J. Common Surplus: Means the excess of all receipts of the Association over the amount of the common expenses and funds budgeted for improvements, recurring expenses and contingencies for known future expenses.

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K. Condominium Property: Means and includes the land, apartment buildings, and the apartments therein, all improvements and structures upon the land and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith which have been or are intended to be submitted to the provisions of this declaration.

L. Maintenance Charge: Means an apartment owner's pro-rata share of the annual common expenses charged against an apartment owner by the Association. Such charges are normally payable monthly as computed from the annual operating budget.

M. Majority: or "Majority of Apartment Owners" means apartment owners of 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

N. Person: Means an individual, corporation, trustee or other legal entity capable of holding title to real property.

O. Condominium Documents: Means this declaration and its exhibits which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All other condominium documents shall be subject to the provisions of this declaration. The exhibits annexed hereto as constituted and as the same from time to time may be amended, are:

Exhibit "A" The By-Laws of the GOLFSIDE EAST CONDOMINIUM ASSOCIATION.

Exhibit "B" The "Architect's Plans": The site plan and floor plans showing individual apartment plans and showing numbers, elevation and necessary construction details prepared by Frank Memoli, A.I.A. - C.S.I., Registered Architect No. 5462, State of Florida.

Exhibit "C" Purchasers deed form by which "Owner" will use to convey the condominium apartments to initial purchasers and recommended for use in future resales.

Exhibit "D" Survey of Condominium property prepared by Howell F. Davis, Registered Land Surveyor No. 1884, State of Florida.

3. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

A. Real Property - Each apartment, together with the space within it as shown on the "Architect's Plans" and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration.

B. Boundaries - Each apartment shall be bounded as to both horizontal and vertical boundaries as shown on the "Architect's Plans", subject to such encroachments as are contained in the buildings, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said Boundaries are intended to be as follows, and shall be determined in the following manner:

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(1) Vertical Boundaries: The vertical boundaries of the apartment shall be:

(a) Upper boundary: The plane of the under surfaces of the ceiling joists and the chords of the roof trusses which serve as ceiling joists.

(b) Lower boundaries: The plane of the upper surfaces of the concrete floor slabs.

(2) Horizontal Boundaries: The lateral boundaries of the apartment shall be:

(a) Exterior boundaries: The exterior of the outside walls of the apartment building except where there is attached to or in existence as a part of the building a porch serving only the apartment being bounded, in which event the boundaries shall be such as will include all such structures.

(b) Between apartments joined by a common wall: The plane formed by the center line of such wall between the apartments.

C. Exclusive Use - Each apartment owner shall have the exclusive use of his apartment.

D. Appurtenances - The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include but not be limited to:

(1) Common elements: An undivided share of the common elements, such undivided share to be that portion set forth in Exhibit "B", "Architect's Plans", and shown as a percentage ownership of total condominium.

(2) Easements: For the benefit of the apartment.

(3) Association Membership and interests in funds and assets held by the Association.

(4) Provided, however, that such appurtenances shall be subject to the easements for the benefit of other apartments and the Association.

E. Easement to Air Space - The appurtenances shall include an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time, and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Cross Easements - The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association.

(1) Ingress and egress: Easements through the common areas for ingress and egress.

(2) Maintenance, repair and replacement: Easements through the apartments and common elements for maintenance, repair and

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replacement of the apartments and common elements. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

(3) Utilities: Easements through the apartments and other common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common elements provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owner.

G. Maintenance - The responsibility for the maintenance of an apartment shall be as follows:

(1) By the Association: The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of the apartment, except interior wall surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(c) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(2) By the Apartment Owner: The responsibility of the apartment owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the apartment and the water heaters and air conditioning units (including the ducts, pipes, electrical conduits and wiring associated therewith) designed and located to service his particular apartment. All such maintenance will be performed without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment buildings without approval by the Board of Governors.

(c) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

H. Alteration and Improvement

(1) No apartment owner shall make any alterations in the portions of the apartment buildings which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment buildings, or impair any easement, without first obtaining the approval of two-thirds of the Board of Governors of the Association.

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(2) Any additions to the exterior portions of the apartment buildings, or the grounds surrounding the same, desired by an owner to protect his property or improve his use and enjoyment thereof such as plantings, awnings, hurricane shutters, enclosures for porches, must first be approved by a two-thirds vote of the Board of Governors prior to installation. In developing a standard it should be recognized that absolute uniformity of appearance is not necessarily a desirable goal. Individuality should not be discouraged as long as the result is harmonious and not offensive and does not interfere with the rights of adjacent or nearby apartment owners.

I. Common Elements - The ownership and use of the common elements shall be governed by the following provisions:

(1) Shares of Apartment Owners: The shares of apartment owners in the common elements as stated in this declaration may be altered only by amendment of the declaration executed by all of the owners of the shares concerned. No such change shall affect the lien of any prior recorded mortgages.

(2) Appurtenant to Apartments: The shares of an apartment owner in the common elements are appurtenant to the apartment owned by him. None of the appurtenances may be separated from the apartment to which they pertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the apartment whether or not expressly mentioned or described in a conveyance or other instrument describing the apartment.

(3) Covenant Against Partition: In order to preserve the condominium the common elements shall remain undivided and no apartment owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common elements so long as a majority of the apartment buildings in useful condition exist upon the land.

(4) Non-Exclusive Possession: Each apartment owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other apartment owners.

(5) Maintenance and Operation: The maintenance and operation of the common elements shall be the responsibility and the expense of the Association; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith, and he shall be reimbursed for his expense by the Association when approved by its Board of Governors.

(6) Alteration and Improvement: There shall be no major alteration of the apartment buildings and existing improvements, nor further improvement of the lands upon which the buildings are located without prior approval in writing of all of the owners thereof and the Board of Governors of the Association; provided, however, any alteration or improvement of the common elements bearing the approval in writing of not less than 75% of the apartment owners, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

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4. MAINTENANCE CHARGES AND ASSESSMENTS.

A. Maintenance Charges - Each apartment owner shall be liable for his share of maintenance charges as determined by the Board of Governors. Such charges shall be computed and billed monthly following adoption of an annual operating budget. All such charges will be due and payable on the first day of the month to which they apply. All apartment owners will share equally in the common expenses and will pay the same maintenance charges as determined by the Board of Governors irrespective of the size or type of their unit and the purchase price paid therefor.

B. Assessments - Assessments to obtain funds in addition to regular maintenance charges may be made only under the following conditions:

(1) Assessments to obtain funds to defray unusual or unexpected common expenses incurred, for which the annual operating budget and current maintenance charges are unable to provide, shall be charged in accordance with the formula set forth in Paragraph 4.A. above against all apartment owners only upon approval of a majority of the Board of Governors and further approval in writing by two-thirds of the apartment owners. Such a proposal may be initiated by a member of the Board of Governors or by any apartment owner and must be acted upon within 30 days of submission.

(2) Assessments to obtain funds for capital improvements or major alterations to the apartment buildings or existing improvements, or for additional improvements to the common areas may be charged to the apartment owners only upon approval and adoption in the manner provided in Paragraph 3.I.(6) of this Declaration. Any such charges as may be assessed shall be paid by the participating owners in proportion to the percentage of ownership as shown on the drawings in Exhibit "B" to this Declaration.

C. Accounts - All sums collected from maintenance charges and assessments may be mingled in a single fund or account but shall be held in trust for the apartment owners in the respective shares in which they are paid. Such funds shall be transferred to the Association's account as they are needed for payment of expenses incurred. Typical Association accounts for expenses may be:

(1) Common Expenses: To which may be credited collections for maintenance charges for all common expenses.

(2) Alteration and Improvement Expenses: To which may be credited all sums collected by assessments for alterations and improvements in accordance with Paragraph 4.B.(2) above.

(3) Emergency Expenses: To which may be credited all sums collected by assessments for unusual and unexpected common expenses in accordance with Paragraph 4.B.(1) above.

(4) Recurring Expenses and Contingencies for Known Future Expenses: To which may be credited collections from maintenance charges and/or assessments for the purpose of having funds available to pay anticipated future costs for large periodic expenses such as painting of buildings, roof repairs, replacement of common area recreational equipment and similar large expense items. Funds held in such accounts are not to be considered as common surplus.

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D. Annual Budget - The Board of Governors shall prepare an annual budget not later than the 20th of December prior to the calendar year for which said budget shall apply. Based on said budget the monthly maintenance charges to be paid by each apartment owner shall be determined; the first such payment being due and payable on January 1st of the ensuing year. If an annual budget is not timely prepared and adopted by the Board of Governors the monthly maintenance charges then in effect shall continue on a month to month basis until a new budget is adopted. The total budget for annual operating expenses may not exceed a 15% increase over the previous year unless approved in writing by not less than 75% of the apartment owners, in which event the increase shall apply equally to all apartment owners.

E. Liability for Maintenance Charges and Assessments - Each apartment owner shall be liable for all such charges properly levied upon them and coming due while he is the owner of an apartment. His grantees, heirs and assigns shall be jointly and severally liable for all unpaid charges and assessments but without prejudice to recover from the previous owner for the amounts paid.

F. Liens for Maintenance Charges and Assessments - Any unpaid portion of maintenance charges and assessments which are past due shall be secured by a lien upon:

(1) The apartment, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the public records of Lee County, but which claim of lien shall not be recorded until the payment is unpaid for not less than 30 days after it is due.

(2) All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

(3) Collection.

(a) Interest: application of payments - Maintenance charges and assessments and installments thereon paid on or before 30 days after the date when due shall not bear interest, but all sums not paid on or before 30 days after the date when due shall bear interest at the rate of 8% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the payment first due. All interest collected shall be applied to common expenses.

(b) Suit - The Association, may enforce collection of delinquent accounts by suit at law or by foreclosure of liens, or by any other competent proceeding. In either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment together with interest thereon at the rate of 8% per annum and all costs incident to the collection and the proceeding, including reasonable attorney fees. In any foreclosure action the lien of the Association shall be subordinate and inferior to any mortgage liens of record encumbering such apartment. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

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5. ADMINISTRATION. The administration of the condominium, including but not limited to the acts required of the Association by the condominium documents, the maintenance, repair and operation of the common elements, and the maintenance and repair of all portions of apartments required to be maintained by the Association, shall be the responsibility of the Association and shall be governed by the following provisions:

A. The By-Laws of the Association in the form attached as Exhibit "A" until such are amended in the manner provided by the By-Laws.

B. The duties and powers of the Association as set forth in these condominium documents, together with those reasonably implied to effect the purposes of the Association and condominium and those permitted by Chapter 711, Florida Statutes, 1971, as amended. Such powers and duties shall be exercised in the manner provided by these condominium documents.

C. Limitation of liability - Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

D. Trust - All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the apartment owners and for the purposes herein stated.

6. INSURANCE. The insurance which shall be carried upon the property shall be governed by the following provisions:

A. Authority to Purchase - All insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the apartment owners and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the apartments or any of them and if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against apartment owners, the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms thereof, and hereof.

B. Apartment Owners - Each apartment owner may obtain insurance at his own expense, affording coverage upon his personal property, personal liability, owner or mortgagee title insurance, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article A. hereof (if same is available).

C. Coverage:

(1) Casualty: The building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum

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insurable replacement value thereof (exclusive of excavation and foundations, walks, roads and parking areas), as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement.

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to vandalism, malicious mischief, windstorm and water damage.

(2) Public liability and property damage in such amounts and in such forms as shall be required by the Association.

(3) Workmen's Compensation policy to meet the requirements of law.

(4) All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

D. Premiums - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

E. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to The First National Bank of Fort Myers, Fort Myers, Florida, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Association. Such trustee or any other bank acting as such, is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the apartment owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements: Proceeds on account of damage to common elements - that undivided share for each apartment owner and his mortgagee, if any, which is set forth in Exhibit "B".

(2) Apartments: Proceeds on account of apartments shall be held in the following undivided shares:

(a) partial destruction when the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each damaged apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Apartment Owner shall be bound by and the Insurance Trustee may rely upon such certification.

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(b) total destruction of the building or where the building is not to be restored - for all apartment owners, the share of each being that share set forth in Exhibit "B".

(3) Mortgagees: In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear.

F. Distribution of Proceeds - Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, after first paying or making provision for the payment of the expense of the Insurance Trustee, in the following manner:

(1) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(2) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(3) Certificate: In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

7. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE.

A. If any part of the common elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

(1) Partial destruction, which shall be deemed to mean destruction which does not render one-half or more of the apartments untenantable - shall be reconstructed or repaired unless at a meeting of the members of the Association, which shall be called prior to commencement of such reconstruction or repair, this Declaration is terminated.

(2) Total destruction, which shall be deemed to mean destruction which does render one-half or more of the apartments untenantable, shall not be reconstructed or repaired unless at a meeting which shall be called within 90 days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 20 days thereafter, apartment owners who, in the aggregate, own 75% or more of the apartments vote in favor of such reconstruction or repair.

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(3) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications now in existence. The Insurance Trustee may rely upon a certificate by the Association as to whether the damaged property is to be reconstructed or repaired, and such certificate shall be furnished upon a request by the Insurance Trustee.

(4) Encroachments upon or in favor of apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the apartment owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

B. Responsibility - If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(1) Estimate of Costs: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Governors desires.

(2) Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the apartment owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property in sufficient amount to provide funds for the payment of such costs.

(3) Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association - If the amount of the estimated costs of reconstruction and repair exceed the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Proceeds - The proceeds of insurance collected on account of a casualty and those sums deposited with the

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Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in the payment of the cost of reconstruction and repair in the following manner:

(.1) Apartment owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amount and at such times as the apartment owner may direct, or if there is a mortgagee endorsement, then to such payees as the apartment owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the apartment owner to make such reconstruction or repair.

(.2) Association - lesser damage - If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request of the mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(.3) Association - major damage - If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Governors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(.4) Surplus - It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the apartment owners and their mortgagees who are the beneficial owners of the fund.

(.5) When the damage is to both common elements and apartments, the insurance proceeds shall be applied first to the costs of repairing the common elements and the balance to the apartments.

(4) Insurance Adjustments: Each apartment owner shall be deemed to have delegated to the Board of Governors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one apartment, subject to the rights of mortgagees of such apartment owners.

8. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:

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A. Single Family Residences - The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. A relative of the owner or of his lawful spouse, related by blood within the second degree, may be considered as a member of the family of the owner. Children under the age of 12 years are not permitted as permanent residents or as guests for periods in excess of 60 days.

B. Nuisances - No nuisances shall be allowed upon the condominium property, nor any use or practice which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. Only original purchasers may retain their four-legged pets, but no replacements shall be permitted and subsequent purchasers shall not be permitted to have such pets.

C. Vehicle Parking - Only passenger type vehicles may park on streets, driveways or in any area designated for parking within the condominium area or on streets bordering the area. Busses, recreational vehicles, house trailers, campers, or vehicles converted to such use may be parked for periods of not more than 48 hours, however, trucks of any size or type may be parked in the area only for the purpose of loading or unloading or, in the case of service vehicles, when the owners or drivers are actually performing work, services or repairs on behalf of owners or the Association.

D. Lawful Use - No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

E. Leasing - Entire apartments only may be rented with approval of the Association, provided the occupancy is only by the lessee and his family. No rooms may be rented and no transient tenants accommodated. All leases must be in writing and a copy furnished the Board of Governors prior to occupancy by the tenant.

F. Regulations - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Governors of the Association. Copies of such regulations and amendments thereto shall be furnished to all apartment owners and residents of the condominium.

9. CONVEYANCES. In order to assure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner shall be subject to the following provisions so long as any apartment building in useful condition exists upon the land:

A. Sale or Lease - No apartment owner may dispose of an apartment or any interest therein by sale nor by lease (as authorized by Paragraph 8.E.), without approval by the Association, expressed through the Board of Governors. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all persons expected to be the prospective occupants of that apartment. The approval of the Association shall be obtained in the manner hereinafter provided:

(1) Notice to Association: An apartment owner intending to make a bona fide sale or a bona fide lease of any interest therein

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shall give notice to the Association of such intention together with the name and address of the intended purchaser or lessee, a copy of the sales agreement or lease and such other information as the Association may reasonably require, and the terms of the proposed transaction.

(2) Election of Association: Within 15 days after receipt of such notice and the information required the Association must either approve the transaction or, if the notice given by the apartment owner shall so demand, furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, to whom the apartment owner must sell.

(3) Exceptions: The restrictive provisions as to sales and leases under this section shall not apply to family units owned by institutional mortgage lenders such as banks and savings and loan associations.

B. Mortgage - No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

C. Liens -

(1) Protection of Property: All liens against an apartment other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty days from the date the lien attaches by the owner thereof. All taxes and special assessments upon an apartment shall be paid before becoming delinquent.

(2) Notice of Lien: An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(3) Notice of Suit: An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five days after the apartment owner receives knowledge thereof.

(4) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

D. Judicial Sales - No judicial sale of an apartment nor any interest therein shall be valid unless:

(1) Approval of Association: The sale is to a puchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the public records of Lee County, Florida; or

(2) Unauthorized Transactions: Any sale, mortgage or lease which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

E. Exceptions - The foregoing provisions of this section entitled "Conveyances" shall not apply to a conveyance, transfer to or

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purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a conveyance, transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title.

10. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

A. Legal Proceedings - Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

B. Negligence - An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

C. Costs and Attorney Fees: In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

D. No Waiver of Rights - The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

11. AMENDMENT. Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

A. Declaration of Condominium - Amendments to the declaration shall be proposed and adopted in the following manner:

(1) Notice: Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of which a proposed amendment is considered.

(2) Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by the apartment owners meeting as members of the Association. After being proposed and approved by one of such bodies it must be submitted to all owners for approval within 30 days. Apartment owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than 75% of the members of the Association.

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(3) Recording: A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the public records of Lee County, Florida.

B. Association By-Laws - The By-Laws of the Association shall be amended in the manner provided by such documents. Such amendments shall become effective upon their being recorded in the public records of Lee County, Florida.

12. TERMINATION. The condominium shall be terminated, if at all, in the manner provided by Chapter 711, Florida Statutes (1971), entitled "Condominium Act", as amended.

13. COVENANTS RUNNING WITH THE LAND. All provisions of the condominium documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every apartment and the appurtenances thereto; and every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

14. MORTGAGE FORECLOSURE. In the event proceedings are instituted to foreclose any mortgage on any apartment, the Association on behalf of one or more apartment owners, shall have the right to redeem from the mortgage for the amount due thereon or to purchase such apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor.

15. POWERS OF ASSOCIATION. The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers permitted and not prohibited to it by the laws of the State of Florida and of the United States, and which are not in conflict with the terms of the condominium documents.

B. The Association's powers shall include but not be limited by the following:

(1) To make and collect maintenance charges and assessments against members to defray the costs of the condominium.

(2) To use the proceeds of maintenance charges and assessments in the exercise of its powers and duties.

(3) The maintenance, repair, replacement and operation of the condominium property.

(4) The reconstruction of improvements after casualty and the further improvement of the property.

(5) To make and amend regulations respecting the use of the property in the condominium.

(6) To approve or disapprove of proposed purchasers, lessees and mortgagees of apartments.

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(7) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(8) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

(9) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the property.

16. RESIDENT AGENT. The Resident Agent of this Association designated to receive service of process is GUY MEMOLI, c/o L & M Development Corp., 6744 Winkler Drive, Fort Myers, Florida. Should a replacement be designated by the Board of Governors at any time in the future, the name and residence address of the replacement agent must be filed in the office of the Clerk of the Circuit Court in Lee County, Florida.

17. MEMBERS. The qualification of members, the manner of their admission and voting by members shall be as follows:

A. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. Membership in the Association shall be established by the recording in the public records of Lee County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a true or conformed copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartments in the condominium.

D. Voting - There shall be one vote only for each apartment. The manner of voting and those eligible to vote shall be as prescribed by the By-Laws.

18. GOVERNORS.

A. The affairs of the Association shall be managed by a Board of Governors. The number shall be determined by the By-Laws but never less than five nor more than nine.

B. Governors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Governors may be removed and vacancies in the Board of Governors shall be filled in the manner provided by the By-Laws.

C. The names and addresses of the members of the first Board of Governors who shall hold office until their successors are elected and have qualified or until removed are as follows:

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GUY MEMOLI, c/o L & M Development Corp., 6744 Winkler Road, Fort Myers, Florida.
JOSEPH C. ADDERLY,(1714 Cape Coral Parkway,)P.O.Box 535, Cape Coral, Florida.
PHILIP MEMOLI, 7124 Brentwood, Fort Myers, Florida.
ALBERT MEMOLI, 7112 N. Brentwood, Fort Myers, Florida.
ROSE MEMOLI, Apt. S-1, Cypress Lakes Manor South Condominium, 6744 Winkler Road, Fort Myers, Florida.

19. INDEMNIFICATION. Every governor of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a governor of the Association, or any settlement thereof, whether or not he is a governor at the time such expenses are incurred, except in such cases wherein the governor is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Governors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such governor or officer may be entitled.

20. SEVERABILITY. If any provision of this declaration or the exhibits thereto as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this law and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. PROVISIONS PERTAINING TO DEVELOPER. For so long as the developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect:

A. For so long as the developer owns more than six of the total of the designed 60 apartments to be constructed and added to the condominium, the developer shall reserve the right to appoint all of the members of the Board of Governors and such members need not be residents of the condominium.

B. For so long as the developer owns at least two of the total of the designed 60 apartments to be constructed and added to the condominium, but less than seven of the apartments, the developer shall reserve the right to appoint two of the members of the Board of Governors and such members need not be residents of the condominium.

C. The developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made thereon.

D. Proviso - Provided that until the developer has completed and sold all of the apartments, neither the apartment owners, nor the Association or the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and

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common areas as may facilitate such completion and sale including but not limited to maintenance of a model apartment, the showing of the property and the display of signs. The developer may continue to use one of the apartments as a model for six months after all apartments are completed and sold.

22. MANAGEMENT. The condominium, land, buildings, improvements and facilities may at developer's option be managed by the developer, its nominees or assigns. Said management shall continue at the option of the developer. At such time as developer, its nominees or assigns shall assign its rights of management to the Board of Governors, the board will succeed to all of said rights and responsibilities and developer, its nominees or assigns shall be relieved from further liability hereunder. Management shall at all times be reasonable. The responsibilities of management shall be to perform those duties of operation, maintenance, repair, purchase payment, book and record keeping, notice and regulation as may be required by the governors and permitted by this declaration and its exhibits, and using those funds from maintenance charges and assessments as are intended for such purposes.

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered this 23 day of JANUARY, A. D., 1974.

L & M DEVELOPMENT CORP.

Attest: Philip Memoli

Philip Memoli, Secretary

By Guy Memoli

Guy Memoli, President

STATE OF FLORIDA

COUNTY OF LEE

Before me personally appeared GUY MEMOLI and PHILIP MEMOLI, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named L & M DEVELOPMENT CORP., and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 23d day of January, A. D., 1974.

My Commission Expires:
25 October 1974

J. C. Adderley
Notary Public

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CONSENT OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT MYERS, a corporation organized under the laws of the United States of America, called the Mortgagee, the owner and holder of a mortgage upon the following lands in Lee County, Florida:

> A part of Section 28, Township 45 South, Range 24 East: Starting at the Northeast corner of aforesaid Section 28; thence S 89° 54' W along the North line of aforesaid Section 28 a distance of 550.00 feet to a point and the principal place of beginning; thence continuing S 89° 54' W a distance of 1855.26 feet; thence S 0° 08' 25" E a distance of 72.10 feet; thence S 68° 19' 34" E a distance of 1031.08 feet; thence by a curve deflecting to the right a distance of 268.40 feet, said curve having a radius of 580 feet and a chord that bears S 55° 04' 08" E a distance of 226.01 feet; thence by a curve deflecting to the left a distance of 465.19 feet, said curve having a radius of 550 feet and a chord that bears S 66° 02' 26" E a distance of 451.45 feet; thence N 89° 43' 48" E a distance of 270.00 feet; thence N 0° 16' 12" W a distance of 790.52 feet to the place of beginning.

Which mortgage is dated February 9, 1972, and is recorded in O. R. Book 779, Page 178 of the public records of Lee County, Florida, hereby consents to the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of its mortgage shall be upon

> All of the apartments of MYERLEE GOLFSIDE EAST CONDOMINIUM, according to the Declaration of Condominium,

TOGETHER WITH all of the appurtenances to the apartments including but not limited to all of the undivided shares in the common elements, insofar as the above set out legal description is concerned. This consent in no way affects, diminishes or impairs the lien of the said mortgage upon other lands described in said mortgage.

DATED this 24th day of January, 1974.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT MYERS

By W. T. Howard
W. T. Howard, President

Attest: Secretary-Treasurer

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STATE OF FLORIDA

COUNTY OF LEE

Before me personally appeared W. T. HOWARD and THOMAS F. ORTHMAN, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary-Treasurer of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT MYERS, a corporation organized under the laws of the United States of America, and acknowledged to and before me that they executed such instrument as such President and Secretary-Treasurer of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT MYERS, and that the seal affixed to the foregoing instrument is the seal of the said corporation and that it was affixed to said instrument by due and regular authority, and that the said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 24th day of January, 1974.

My Commission Expires:
June 19, 1974

Notary Public

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EXHIBIT "A"

BY-LAWS

of

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION

1. IDENTITY - These are the By-Laws of MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, an Association organized pursuant to Chapter 711, Laws of Florida, 1971, herein called the Condominium Act, for the purpose of administering MYERLEE GOLFSIDE EAST CONDOMINIUM, located at Fort Myers, Florida, upon lands described in the Declaration of Condominium on file in the Lee County public records.

A. Office - The office of the Association shall be c/o L & M DEVELOPMENT CORP., 6744 Winkler Road, Fort Myers, Florida.

B. Fiscal Year - The fiscal year of the Association shall be the calendar year.

C. Seal - The seal of the Association shall bear the name of the Association, the word "Florida", and year of establishment.

2. MEMBERS' MEETINGS -

A. The annual members' meeting shall be held at Fort Myers, Florida, or such other place in Lee County, Florida, as the majority of the Board of Governors shall specify in written notice to the Apartment Owners, at 8:00 P. M. on the third Monday in November of each year for the purpose of electing governors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

B. Special members' meetings shall be held whenever called by a majority of the Board of Governors, and must be called by such officers upon receipt of a written request of a majority of the Apartment Owners.

C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the Chairman, Vice-Chairman or Secretary unless waived in writing. Such notice shall be in writing to each member as his address appears on the books of the Association and shall be mailed or delivered not less than 15 days nor more than 60 days prior to the date of the meeting.

D. A quorum at members' meetings shall consist of persons either in person or represented by proxy, who are entitled to cast a majority of the votes of the entire membership, although less than a quorum may adjourn the meeting to a future time.

E. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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F. Proxies - Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time for the meeting.

G. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

H. Adjourned meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

I. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

(1) Calling of the roll and certifying of proxies.
(2) Proof of notice of meeting or waiver of notice.
(3) Reading and disposal of any unapproved minutes.
(4) Reports of governors.
(5) Reports of committees.
(6) Election of governors.
(7) Unfinished business.
(8) New business.
(9) Adjournment.

3. BOARD OF GOVERNORS

A. Membership - The affairs of the Association shall be managed initially by a board of five governors. This number may be increased or decreased from five to seven or nine upon the vote of two-thirds of the owners. Only owners who are bona fide residents of Lee County, Florida, are eligible for election as a governor, and the loss of this distinction shall automatically operate as his resignation. This provision is subject, however, to the exceptions stated in Paragraph 21. of the Declaration of Condominium.

B. Designation of Governors - shall be in the following manner:

(1) Members of the Board of Governors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board of Governors occurring between annual meetings of members shall be filled by the remaining governors.

C. The term of each governor's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified.

D. The organization meeting of a newly elected Board of Governors shall be held within 10 days following the adjournment of the annual meeting of the owners, at such place as shall be fixed by the governors at the meeting at which they were elected.

E. Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time, by a

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majority of the governors. Notice of regular meetings shall be given to each governor personally or by mail, telephone or telegraphy, at least five days prior to the day designated for such meeting.

F. Special meetings of the governors may be called by the Chairman, and in his absence, by the Vice-Chairman, or by a majority of the Board of Governors, and must be called by the Secretary at the written request of any two of the governors. Not less than ten days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. A quorum at governors' meetings shall consist of a majority of the entire Board of Governors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a governor in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such governor for the purpose of determining a quorum.

H. The presiding officer of governors' meetings shall be the Chairman of the Board of Governors if such an officer has been elected; and if none, then the Vice-Chairman shall preside. In the absence of the presiding officer the governors present shall designate one of their number to preside.

4. POWERS AND DUTIES OF THE BOARD OF GOVERNORS - All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, and these By-Laws shall be exercised exclusively by the Board of Governors, its agents, contractors, or employees subject only to the approval by Apartment Owners when such is specifically required. Such powers and duties of the governors shall include but shall not be limited to the following:

A. To make and collect maintenance charges and assessments against members to defray the costs of the condominium.

B. To use the proceeds of maintenance charges and assessments in the exercise of its powers and duties.

C. The maintenance, repair, replacement and operation of the condominium property.

D. The reconstruction of improvements after casualty and the further improvement of the property.

E. To make and amend regulations respecting the use of the property in the condominium.

F. To approve or disapprove proposed purchasers' mortgagees of apartments in the manner provided by the condominium documents.

G. To enforce by legal means the provisions of the condominium act, the condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

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H. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

I. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

J. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities as to the common areas, common elements and property owned by the Association.

K. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

L. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

M. To prepare the annual budget based upon which the monthly maintenance charges against the Apartment Owners shall be computed.

5. OFFICERS -

A. The executive officers of the Association shall be the Chairman, a Vice-Chairman, a Secretary and a Treasurer, and such other officers and assistants as may from time to time be deemed necessary, all of whom shall be elected annually by the Board of Governors and who may be peremptorily removed by vote of the governors at any meeting. No person may hold more than one office. The Chairman and Vice-Chairman must be governors. The Board of Governors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association. The offices of the Secretary and Treasurer may be combined into one office to be served by one person.

B. The Chairman shall be the chief executive officer of the Association and preside at all Board of Governors' and owners' meetings. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committes from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. The Chairman shall sign all written contracts of the Association.

C. The Vice-Chairman shall in the absence or disability of the Chairman exercise the powers and perform the duties of the Chairman, to include the signing of written contracts of the Association. He shall also generally assist the Chairman and exercise such other powers and perform such other duties as shall be prescribed by the governors.

D. The Secretary shall keep the minutes of all proceedings of the governors and the members. He shall attend to the giving and serving of all notices to the members and governors and other notices required by law. He shall have custody of the seal of the Association and

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affix same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the governors or the Chairman. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall be head of the Finance Committee and serve as the Director of the Budget; and have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation, if any, of all officers and employees of the Association shall be fixed by the governors. This provision shall not preclude the Board of Governors from employing a governor as an employee of the Association or preclude the contracting with a governor for the management of the condominium.

6. FISCAL MANAGEMENT - The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

A. Maintenance and Assessment Roll - Rolls shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each maintenance charge and assessment against the owners, the dates and amounts in which they come due, the amounts paid upon the account and the balance due.

(1) The Board of Governors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balance on hand, if any. Copies of the budget and proposed maintenance charges shall be transmitted to each apartment owner on or before December 20th in the year preceding that for which the budget is proposed.

B. The depository of the Association shall be either a National or State bank in Lee County, Florida, as designated from time to time by the governors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the Treasurer and counter-signed by the Chairman, Vice-Chairman, or such other persons as are authorized by the governors.

C. An audit review of the accounts of the Association shall be made annually by a certified public accountant or a recognized business accounting service located in Lee County, Florida, and a copy of the report shall be furnished to each member not later than March 1st of the year following the year for which the report is made.

D. Fidelity bonds may be required by the Board of Governors from the Treasurer and any other officers and employees of the Association

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deemed necessary by the nature of their duties, and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the governors, but shall be at least the amount of total annual maintenance charges against the members for common expenses. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the By-Laws of the Association or with the Statutes of the State of Florida.

8. AMENDMENTS - Amendments to the By-Laws shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Governors and 75% of the votes of the entire membership of the Association. Governors and members not present at the meetings considering the amendment may express their approval in writing.

C. Initiation - An amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of such bodies it must then be submitted for approval by the other.

D. Effective date - An amendment when adopted shall become effective only after being recorded in the public records of Lee County, Florida, as an amendment to the declaration of condominium.

9. REMOVAL OF GOVERNORS - Any governor may be removed by concurrence of two-thirds of the members of the Association at a special meeting of the members called for that purpose. Votes by proxy or by sealed ballot may be cast at such a meeting for members unable to attend in person. Proxies or sealed ballots must be filed with the Chairman or the Secretary prior to the meeting. Any vacancy so created shall be filled by the members of the Association at the same meeting. Votes to fill such a vacancy or vacancies may be cast at such a meeting in person, by proxy or by sealed ballot for members of the Association unable to attend in person, however, proxies or sealed ballots must be filed with the Chairman or the Secretary prior to the meeting.

10. VOTING RIGHTS AT MEMBERS' MEETINGS - When a quorum is present at any meeting of the members, whether general or special, the holders of the majority of the voting rights present in person, or represented by written proxy or sealed ballot filed with the Chairman or Secretary of the Association prior to the meeting, shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Florida Statutes, or elsewhere in the Declaration of Condominium or these By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question. Unless so otherwise stated, each apartment is entitled to one vote at such meetings.

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CONDOMINIUM PLAT BOOK _____ PAGE _____

EXHIBIT "B"

MYERLEE GOLFSIDE EAST CONDOMINIUM

Fort Myers, Lee County, Florida

Sheet 1 of ____, _____, 1974

Frank Memoli
A.I.A., C.S.I.
Architect No. 5462
State of Florida

DESCRIPTION OF PROPERTY

Situated in the State of Florida, County of Lee, being a part of Section 28 and Section 27, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at the Northwest corner of aforesaid Section 27; thence S 0° 16' 12" E along the West line of aforesaid Section 27 a distance of 50.00 feet; thence N 89° 54' 45" E, a distance of 30.00 feet to a point and the principal place of beginning; thence S 0° 16' 12" E a distance of 140.00 feet; thence N 89° 54' 45" E, a distance of 310.00 feet; thence S 0° 16' 12" E, a distance of 1163.27 feet; thence S 42° 56' 20" E, a distance of 116.03 feet; thence N 79° 09' 09" E, a distance of 127.14 feet; thence S 10° 50' 51" E, a distance of 200.00 feet; thence S 30° 41' 16" E, a distance of 176.78 feet; thence S 68° 19' 34" E, a distance of 200.00 feet; thence N 22° 14' 45" E, a distance of 559.41 feet; thence by curve deflecting to the left a distance of 102.12 feet, said curve having a radius of 52.00 feet and a chord that bears N 34° 00' 44" W, a distance of 86.48 feet; thence S 89° 43' 48" W, a distance of 436.53 feet; thence by a curve deflecting to the right a distance of 212.06 feet, said curve having a radius of 135.00 feet and a chord that bears N 45° 16' 12" W, a distance of 190.92 feet; thence N 0° 16' 12" W, a distance of 1035.10 feet; thence by a curve deflecting to the left a distance of 47.03 feet, said curve having a radius of 30.00 feet and a chord that bears N 45° 10' 44" W, a distance of 42.36 feet; thence S 89° 54' 45" W, a distance of 390.10 feet to the place of beginning.

Also starting at the Northeast corner of Section 28; thence S 0° 16' 12" E along the easterly line of the aforesaid Section 28, a distance of 50.0 feet to a point on the southerly right-of-way line of Myerlee Country Club Boulevard; thence S 89° 54' W along the aforesaid right-of-way line a distance of 150.0 feet to a point and the principal place of beginning; thence S 0° 16' 12" E, a

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distance of 140.0 feet; thence S 89° 54' W, a distance of 300.0 feet to a point on the easterly right-of-way line of Myerlee Country Club Boulevard; thence N 0° 16' 12" W along the aforesaid right-of-way line, a distance of 114.93 feet; thence by a curve deflecting to the right a distance of 39.34 feet, said curve having a radius of 25.0 feet and a chord that bears N 44° 48' 54" E, a distance of 35.41 feet; thence N 89° 54' E along the southerly right-of-way line of Myerlee Country Club Boulevard a distance of 274.93 feet to the point of beginning.

DESCRIPTION OF COMMON ELEMENTS

The land encompassed by the property description.

All parts of the improvements not included in the apartments.

Easements through units for conduits, ducts, plumbing and other facilities for the purpose of furnishing utility services to other apartments other than for hot water and air conditioning systems for the separate apartments.

An easement of support in every portion of an apartment which contributes to the support of the building.

Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

The tangible personal property required for the maintenance and operation of the condominium property.

All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium and such other common elements provided by Statute.

All improvements not included within an apartment building.

CERTIFICATION

These Architect's Plans and Exhibits, together with the wording of the declaration are a correct representation of the improvements described, and the identification, location, dimensions and size of the common elements and of each unit can be determined therefrom.

Dated this 23rd day of January, 1974.

Frank Memoli

FRANK MEMOLI
A.I.A., C.S.I.
Architect No. 5462
State of Florida

STATE OF FLORIDA FRANK MEMOLI NO. 5462 REGISTERED ARCHITECT

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REC 1019 PG 1172

NOTES

These Architect's Plans, insofar as they pertain to structures, are compiled from plans and data prepared by FRANK MEMOLI, the Architect for the project.

Dimensions shown on Sheets 1 through 4 for apartment areas include porches, canopies or other portions of the building serving only the apartment being bounded; the entire apartment wall where it does not adjoin another apartment; and the entire apartment wall where it adjoins another apartment.

The upper boundary of the apartments shall be the plane of the under surfaces of the chords of the roof trusses which serve to support the ceiling. The lower boundary of the apartments shall be the upper surface of the concrete floor slab.

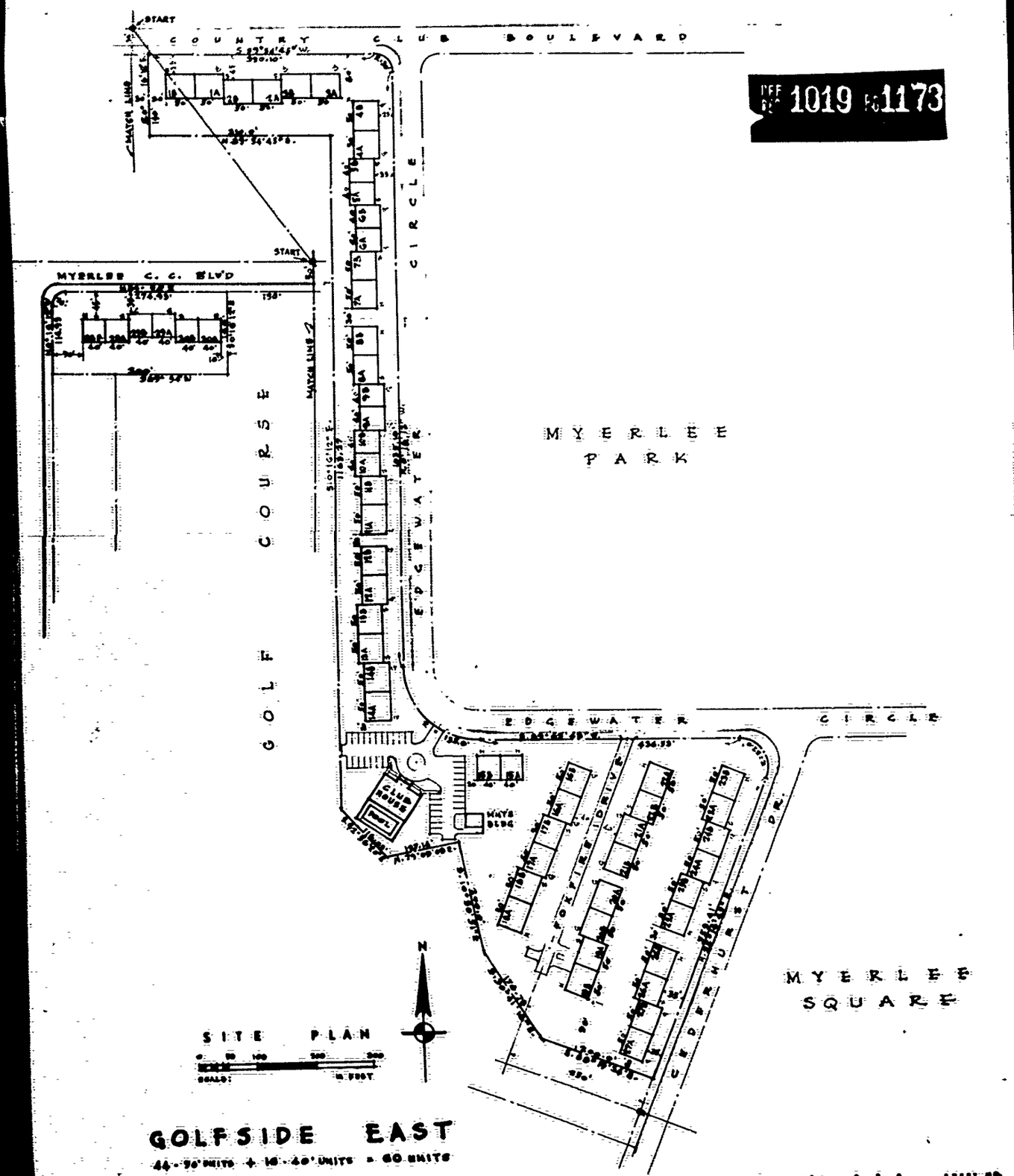
Only apartment areas as set forth above are delineated by these Architect's Plans.

Floor elevations of buildings are determined from Bench Marks found on the land on or adjacent to the property. Floor elevations shall be a minimum of 6.00 feet above mean Sea Level or 0.50 feet above street level, whichever is higher. Street level shall be the high point on the near curb of the street which meets the projected centerline of the building.

The distance from the upper surface of the slabs of each building to the underside of the chords of the roof trusses shall be 8.00 feet, plus or minus 0.08 of a foot.

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REF OR 1019 PG 1173



GOLFSIDE EAST

44 - 30' UNITS + 16 - 40' UNITS = 60 UNITS

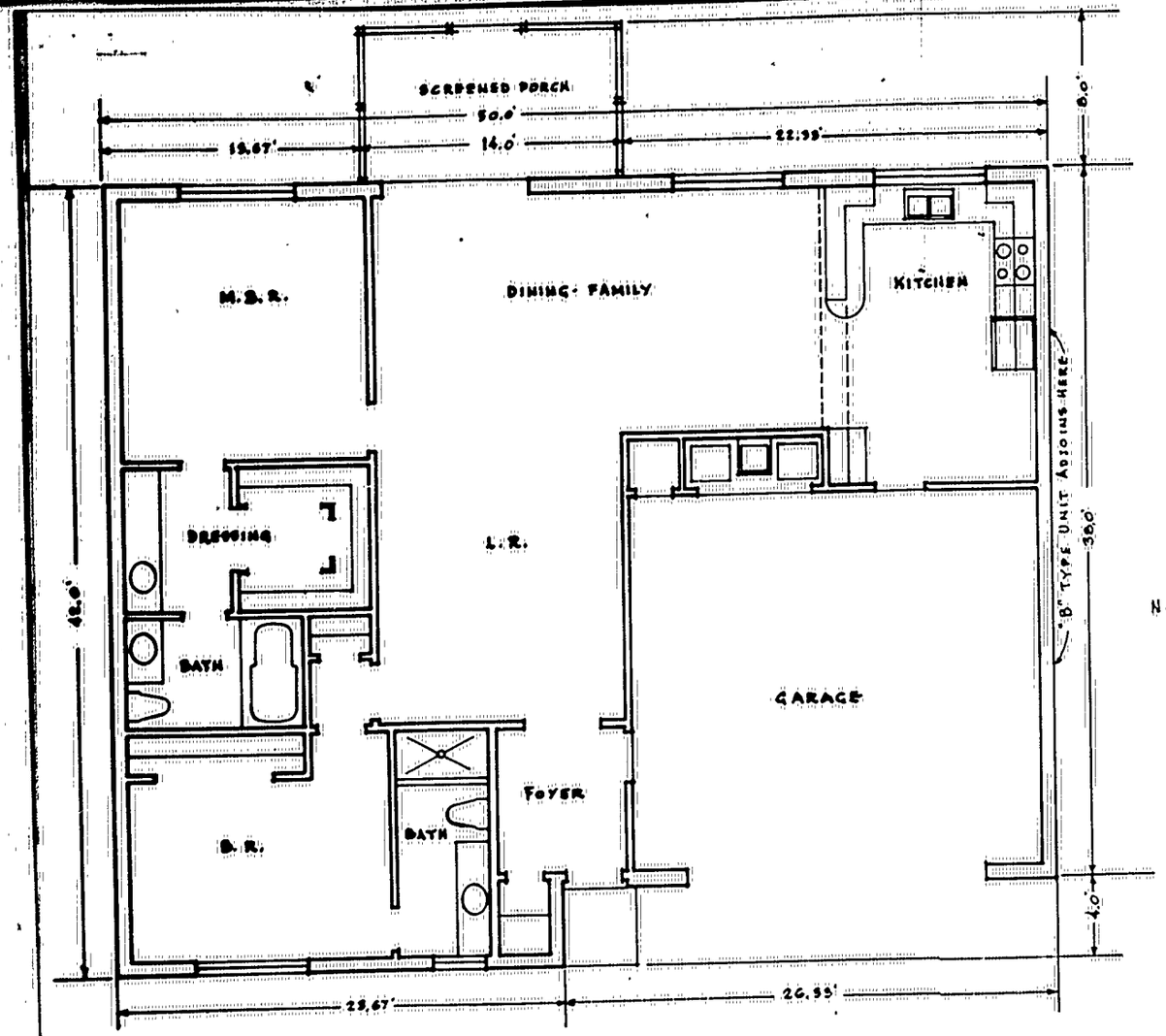
Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

Frank Momoli, A.I.A.
ARCHITECT and PLANNER
Fort Myers, Florida

EXHIBIT B

DCI2024-00010 Lee County ePlan

Original application dated 03-15-2024



"A" TYPE FLOOR PLAN
"B" TYPE: OPPOSITE HAND.

Scale: in feet

0 5 10 20

GOLFSIDE EAST

TYPICAL BUILDING OF 50' WIDE DWELLINGS (ALTERNATE PLAN)

1.7605 % OWNERSHIP
OF TOTAL CONDOMINIUM

NOTE: EACH BUILDING IS MADE UP OF TWO (2) DWELLINGS: AN "A" TYPE UNIT AS SHOWN AND AN ADJOINING "B" TYPE ON THE OPPOSITE HAND.

FILED FEB 7 1979

Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

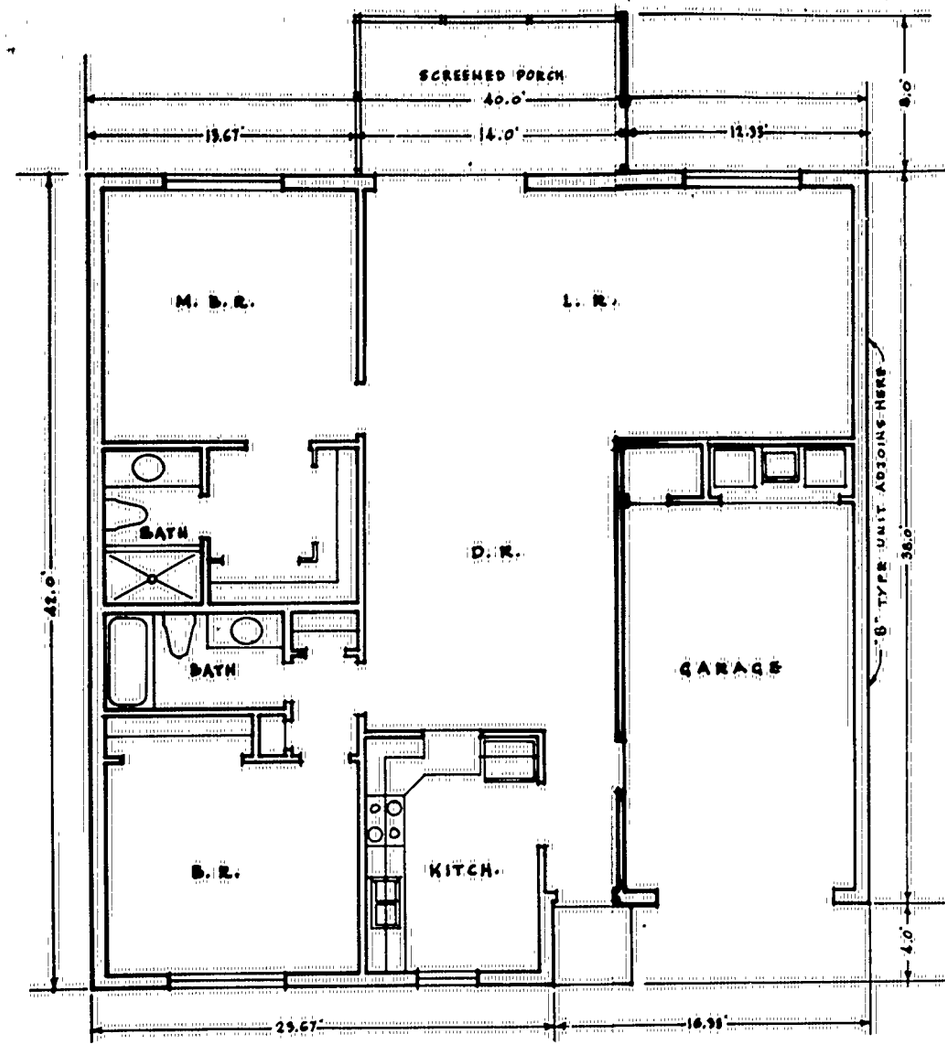
Frank Memoli, A.I.A.
ARCHITECT and PLANNER
FORT MYERS FLORIDA

SHEET NO. 2 OF 4 SHEETS

EXHIBIT B

DCI2024-00010 Lee County ePlan

Original application dated 03-15-2024



"A" TYPE FLOOR PLAN
"B" TYPE: OPPOSITE HAND.

GOLFSIDE EAST

TYPICAL BUILDING OF 40' WIDE DWELLINGS

1.408625% OWNERSHIP
OF TOTAL CONDOMINIUM

NOTE: EACH BUILDING IS MADE UP OF TWO (2) DWELLINGS: AN "A" TYPE UNIT AS SHOWN AND AN ADJOINING "B" TYPE ON THE OPPOSITE HAND.

0 5 10 20
Scale: in feet

Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

Frank Memoli, A.I.A.
ARCHITECT and PLANNER
FORT MYERS FLORIDA

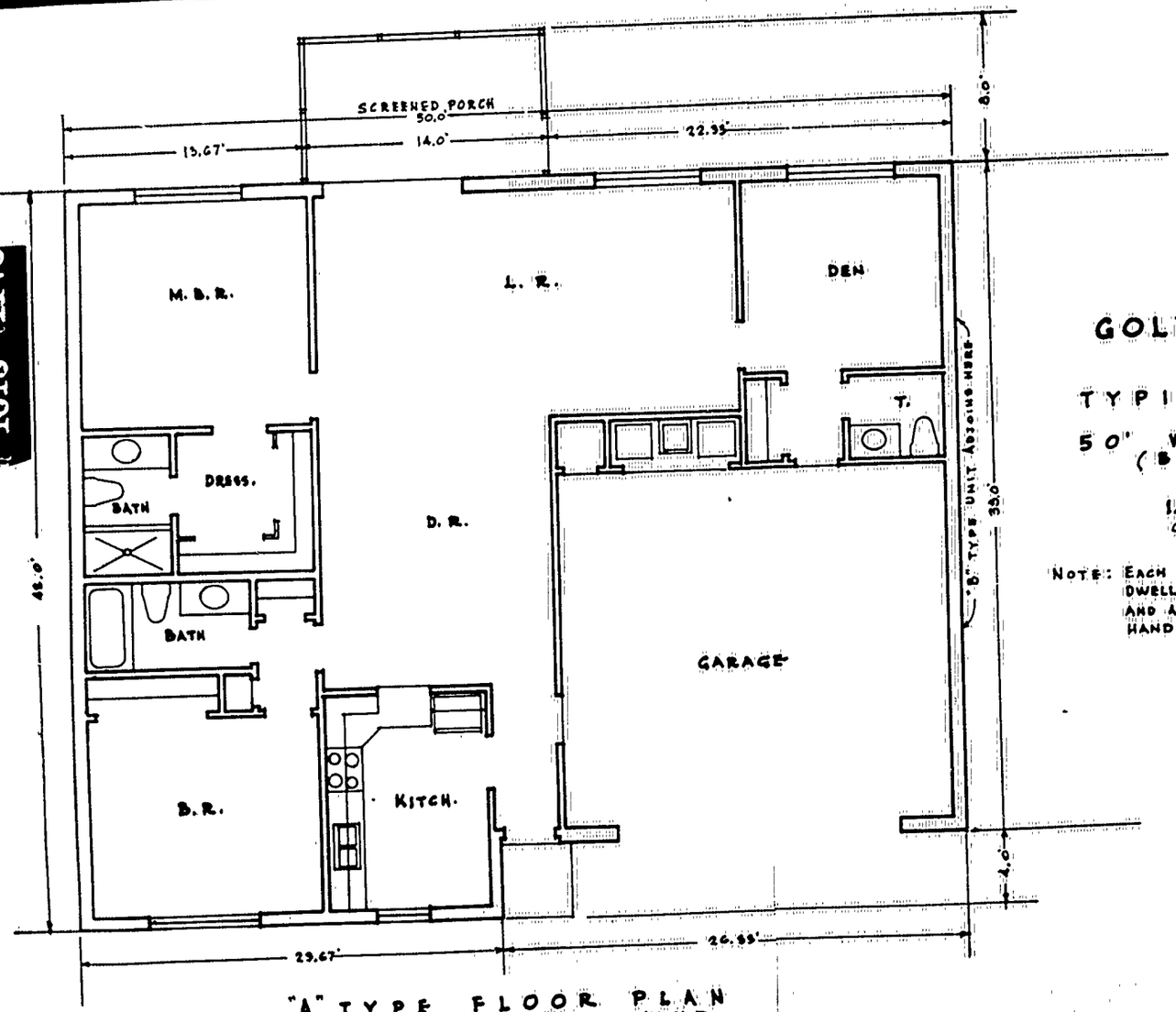
EXHIBIT B

SHEET NO 3 OF 4 SHEETS

OFF REC 1019 PG 1175

DCI2024-00010 Lee County ePlan
Original application dated 03-15-2024

PB 1019 PG 1176



"A" TYPE FLOOR PLAN
"B" TYPE : OPPOSITE HAND.

Scale: in feet
0 5 10 20

GOLFSIDE EAST

TYPICAL BUILDING OF 50' WIDE DWELLINGS (BASIC PLAN)

1.7605 % OWNERSHIP OF TOTAL CONDOMINIUM

NOTE: EACH BUILDING IS MADE UP OF TWO (2) DWELLINGS: AN "A" TYPE UNIT AS SHOWN AND AN ADJOINING "B" TYPE ON THE OPPOSITE HAND.

Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

Frank Memoli, A.I.A.
ARCHITECT and PLANNER
Fort Myers Florida

EXHIBIT B

sheet no. 4 of 5 sheets

DOI2024-00010 Lee County ePlan Original application dated 03-15-2024

EXHIBIT "C"

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, A.D., 1974, BETWEEN L & M DEVELOPMENT CORP., a Florida corporation, party of the first part, and

of the County of and the State of party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Lee and State of Florida, to-wit:

A part of Section 28 and Section 27, Township 45 South, Range 24 East. The part of said lands hereby conveyed being:

Apartment Number _____ of MYERLEE GOLFSIDE EAST CONDOMINIUM, according to Declaration therof dated _____, 1974, recorded in Official Records Book _____ Page _____ Lee County, Florida, public records.

Together with all of the appurtenances thereto, all according to said Declaration of Condominium.

Subject, however, to all of the provisions of said Declaration of Condominium which the party of the second part assumes and agrees to observe and perform, including but not limited to the payment of maintenance charges and assessments for the maintenance of said apartment and condominium.

And the said parties of the first part do hereby fully warrant the title to said lands and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in Cape Coral, Florida, the day and year above written.

L & M DEVELOPMENT CORP.

Attest:

By _____
President

_____
Secretary

(CORPORATE SEAL)

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Original application dated 03-15-2024

CONDO PLAT BOOK 4 PG 72

Sheet 1 of 2

OFF. REC. 1019 PG 1178

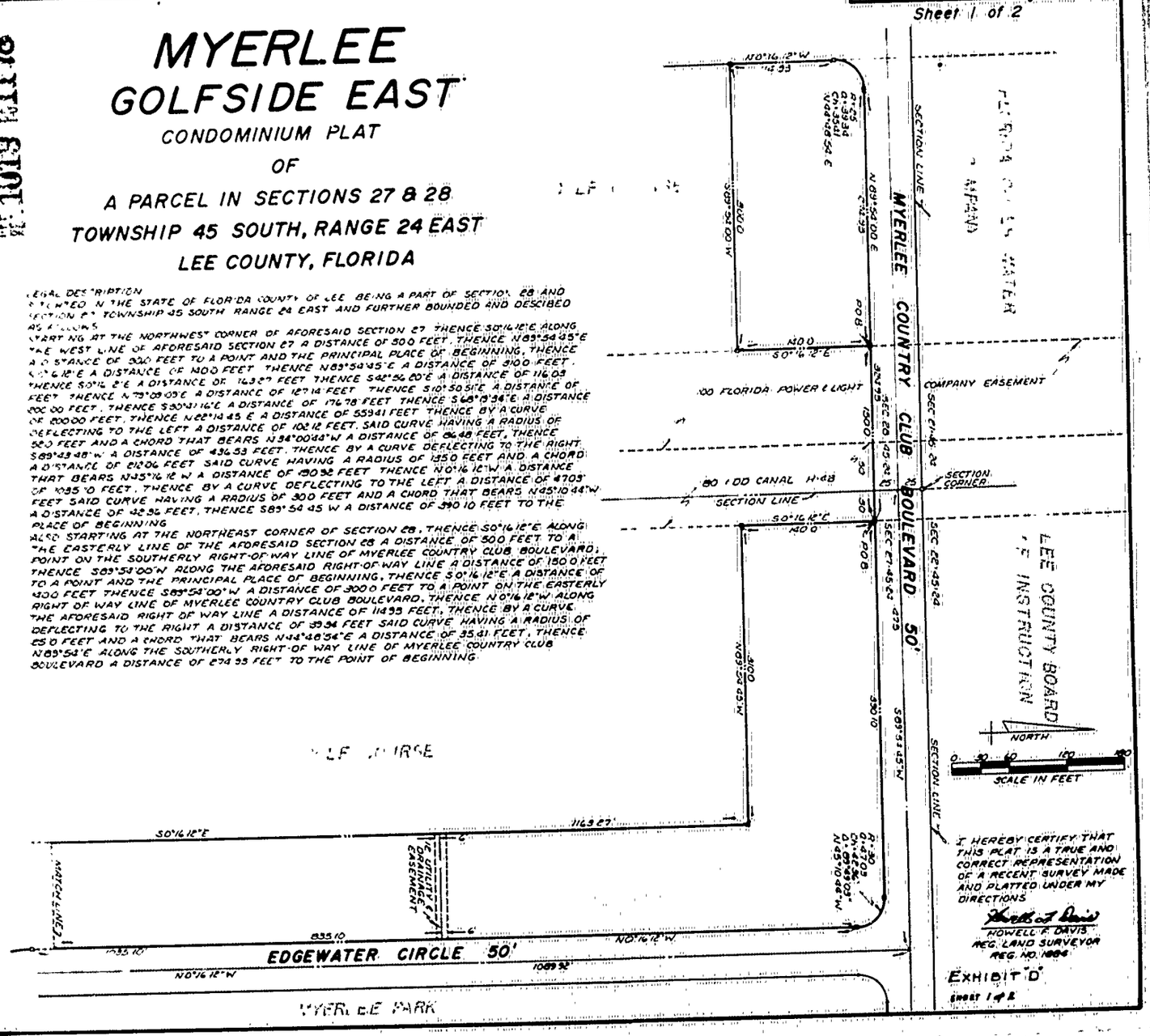
MYERLEE GOLFSIDE EAST

CONDOMINIUM PLAT

OF

A PARCEL IN SECTIONS 27 & 28 TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

LEGAL DESCRIPTION
A PARCEL OF LAND IN THE STATE OF FLORIDA COUNTY OF LEE BEING A PART OF SECTION 28 AND SECTION 27 TOWNSHIP 45 SOUTH RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS
STARTING AT THE NORTHWEST CORNER OF AFORESAID SECTION 27 THENCE S0°16'12"E ALONG THE WEST LINE OF AFORESAID SECTION 27 A DISTANCE OF 500 FEET THENCE N89°54'45"E A DISTANCE OF 300 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING, THENCE S0°16'12"E A DISTANCE OF 400 FEET THENCE N89°54'45"E A DISTANCE OF 3100 FEET THENCE S0°16'12"E A DISTANCE OF 1163.27 FEET THENCE S42°54'00"E A DISTANCE OF 116.03 FEET THENCE N79°09'09"E A DISTANCE OF 127.14 FEET THENCE S10°50'51"E A DISTANCE OF 200.00 FEET, THENCE S30°31'16"E A DISTANCE OF 176.78 FEET THENCE S68°19'36"E A DISTANCE OF 200.00 FEET, THENCE N62°14'45"E A DISTANCE OF 559.41 FEET THENCE BY A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 102.12 FEET, SAID CURVE HAVING A RADIUS OF 500 FEET AND A CHORD THAT BEARS N34°00'48"W A DISTANCE OF 86.48 FEET, THENCE S89°43'48"W A DISTANCE OF 436.53 FEET, THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 212.06 FEET SAID CURVE HAVING A RADIUS OF 1350 FEET AND A CHORD THAT BEARS N35°16'12"W A DISTANCE OF 210.92 FEET THENCE N0°16'12"W A DISTANCE OF 470.3' OF 1035.10 FEET, THENCE BY A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 1035.10 FEET SAID CURVE HAVING A RADIUS OF 300 FEET AND A CHORD THAT BEARS N45°10'44"W A DISTANCE OF 428.96 FEET, THENCE S89°54'45"W A DISTANCE OF 390.10 FEET TO THE PLACE OF BEGINNING
ALSO STARTING AT THE NORTHEAST CORNER OF SECTION 28, THENCE S0°16'12"E ALONG THE EASTERLY LINE OF THE AFORESAID SECTION 28 A DISTANCE OF 500 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE S89°54'00"W ALONG THE AFORESAID RIGHT-OF-WAY LINE A DISTANCE OF 150.0 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING, THENCE S0°16'12"E A DISTANCE OF 400 FEET THENCE S89°54'00"W A DISTANCE OF 300.0 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD, THENCE N0°16'12"W ALONG THE AFORESAID RIGHT OF WAY LINE A DISTANCE OF 1149.5 FEET, THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 39.34 FEET SAID CURVE HAVING A RADIUS OF 25.0 FEET AND A CHORD THAT BEARS N44°48'54"E A DISTANCE OF 35.41 FEET, THENCE N89°54'E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 274.95 FEET TO THE POINT OF BEGINNING



I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTIONS

Howell R. Davis

HOWELL R. DAVIS
REG. LAND SURVEYOR
REG. NO. 1886

EXHIBIT "D"

Sheet 1 of 2

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Original application dated 03-15-2024

CONDO. PLAT BOOK 4 PG 52

Sheet 2 of 2

MYERLEE GOLFSIDE EAST

CONDOMINIUM PLAT

OF

A PARCEL IN SECTIONS 27 & 28

TOWNSHIP 45 SOUTH, RANGE 24 EAST

LEE COUNTY, FLORIDA

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED

FEB 7 3 34 PM '74

CLERK CIRCUIT COURT

DEPUTY CLERK

DEE 1019 PG 1179

EDGEWATER CIRCLE 50'

EDGEWATER CIRCLE 50'

CEDERHURST DRIVE 50'

MYERLEE SQUARE

NORTH

SCALE IN FEET

EXHIBIT "D"

SHEET 2 of 2

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

195 co

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

2436694

MYERLEE GOLFSIDE EAST CONDOMINIUM

FORT MYERS, FLORIDA

SUBSTANTIAL REWORDING OF DECLARATION - SEE ORIGINAL DECLARATION FOR ORIGINAL TEXT

THIS INSTRUMENT PREPARED BY:
RICHARD D. DeBOEST
ATTORNEY AT LAW
P. O. BOX 1480
FORT MYERS, FLORIDA 33902

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

REC'D 1982 PG 0433
OFF

1. RECITAL - This Condominium was created by a Declaration recorded on February 7, 1974, recorded in Official Records Book 1019, Page 1141, Lee County, Florida Public Records, as amended. The original Association was created pursuant to former F.S. 711 and was not a corporation. Submission of the land to the condominium form of ownership and the easement to purchasers to roadways by that document remains effective, as does Exhibit "B", the condominium plot plan and survey recorded in O.R. Book 1019 at Pages 1170 through 1179, Lee County, Florida Public Records which are incorporated herein by reference, except the unit boundaries noted on Page 1172, which are changed herein.

2. PLAN OF DEVELOPMENT - The Condominium consists of 60 units restricted to residential purposes.

3. NAME - ASSOCIATION - The name of the Condominium Association is The Myerlee Golfside East Condominium Association, Inc. This Association is incorporated as a nonprofit Florida corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows, unless the context otherwise requires:

4.1. ASSESSMENT - The share of the funds required for the payment of common expenses which from time to time is assessed against a unit owner.

4.2. ASSOCIATION - The Corporation responsible for the operation of the Condominium.

4.3. ASSOCIATION PROPERTY - All property, real or personal, owned by the Association.

4.4. BOARD OF DIRECTORS - The Board of Directors responsible for administration of the Association.

4.5. CHARGE OR SPECIAL CHARGE - An obligation of a unit owner to pay or reimburse money to the Association which cannot be secured as an

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P.A.
ATTORNEYS AT LAW
2118 FIRST STREET
P. O. BOX 1480
FORT MYERS, FLORIDA
33902

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assessment pursuant to F.S. 718.116, but which is secured by a common law lien on the units and its appurtenances pursuant to this Declaration.

4.6. COMMON ELEMENTS - The portions of the property submitted to condominium ownership and not included in the units as defined in Florida Statute 718.108, including:

4.7. The land.

4.8. All parts of the improvements which are not included within the units.

4.9. Easements.

4.10. Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, water and sewer.

4.11. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the Condominium.

4.12. COMMON SURPLUS - The excess of all receipts of the Association over the common expenses.

4.13. CONDOMINIUM DOCUMENTS - This Declaration and its attached exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the Declaration.

4.14. CONDOMINIUM PARCEL - A unit together with the undivided share in the common elements which is appurtenant to the unit.

4.15. CONDOMINIUM PROPERTY - The lands and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.16. LIMITED COMMON ELEMENTS - Those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.17. OPERATION - The administration and management of the condominium property.

4.18. PERSON - An individual, corporation, trustee or other legal entity capable of holding title to real property.

4.19. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular; the singular, the plural; and the use of any gender shall be deemed to include all genders.

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4.20. UNIT - A part of the condominium property which is subject to exclusive ownership.

4.21. UNIT NUMBER - The letter, number or combination thereof which is designated upon the Condominium Plats and which is used as the identification of a unit.

4.22. UNIT OWNER - The owner of a condominium parcel.

4.23. VOTING INTEREST - means the voting rights distributed to the Association members pursuant to F.S. 718.104(4)(i).

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

5.1. REAL PROPERTY - Each unit and all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Condominium property, subject only to the provisions of the Condominium Documents and applicable laws.

5.2. BOUNDARIES - Each unit shall be bounded as to both horizontal and perimetrical boundaries as below defined, whether they exist now or are created by construction, settlement or movement of the buildings, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

5.3. HORIZONTAL BOUNDARIES - The upper and lower boundaries of the units shall be:

5.4. UPPER BOUNDARY - The underside of the finished undecorated ceilings of the unit, extended to meet the perimetrical boundaries.

5.5. LOWER BOUNDARY - The upperside of the finished undecorated surface of the floor slabs of the unit, extended to meet the perimetrical boundaries.

5.6. PERIMETRICAL BOUNDARIES - The perimetrical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common areas.

5.7. EXCLUSIVE USE - Each unit owner shall have the exclusive use of such owner's unit.

5.8. OWNERSHIP - The ownership of each unit shall carry with it, as appropriate, and whether or not separately described, all of the right,

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title and interest of a unit owner in the Condominium property which shall include, but not be limited to:

5.9. COMMON ELEMENTS - An undivided share of the common elements.

5.10. LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

Screened porch, screened entry, or other facility (enclosed, screened, fenced or open). Those items set forth in Section 6.7 exterior to a unit are to be maintained by a unit owner.

5.11. ASSOCIATION MEMBERSHIP and an undivided share in the common surplus of the Association.

5.12. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

5.13. EASEMENTS - The following non-exclusive easements from the owners and the Association to (as applicable) each unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services, are hereby granted and created:

5.14. INGRESS AND EGRESS - Easements over the common areas for ingress and egress to units and public ways.

5.15. MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

5.16. UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

5.17. PUBLIC SERVICES - Access to the property and to the units for emergency, regulatory, law enforcement and other public services in the lawful performance of their duties.

6. MAINTENANCE RESPONSIBILITY

6.1. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

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6.2. BY THE ASSOCIATION - The Association shall maintain, repair and replace at the Association's expense:

6.3. Such portions of the unit as contribute to the support of the building including, but not limited to, the perimeter walls, decorative shutters, columns, roof, floors and driveways. Also, wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas.

6.4. All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association. Provided, however, that extra costs incurred by the Association in its maintenance of the common elements necessitated by the temporary removal and replacement of approved unit owner additions or alterations shall be that of the unit owner and such cost shall be secured as a charge. The Association shall not be liable for and need not replace or repair non-approved unit owner additions or alterations.

6.5. BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

6.6. To maintain, repair and replace at his expense, all portions of the unit and its limited common elements except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes windows and window panes, awnings, hurricane shutters, doors, door jambs and thresholds, garage door, screens and associated frames, hardware, appliances, fixtures, switches, fan motors, compressors, wiring, piping and ductwork serving only the particular unit, and any additions and alterations made to the unit, whether located inside or outside the unit.

6.7. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or do any work which would jeopardize the safety or soundness of a building or impair any easements. Any additions to the exterior portions of the buildings or the grounds surrounding the same which may be desired by an owner to protect his property or improve his use and enjoyment thereof such as, but not limited to, plantings, awnings, hurricane shutters, or enclosures for porches must first be approved by a two-thirds (2/3) vote of the Board of Directors in writing prior to installation.

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6.8. Provided that if the maintenance and repair and replacement of a unit, the common elements, limited common elements, or other units shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event the work shall be done by the Association at the expense of the unit owner, and the cost shall be secured as a charge.

7. COMMON ELEMENTS

7.1. COMMON ELEMENTS - The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit "B".

7.2. No action for partition of the common elements shall lie.

7.3. The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.

7.4. Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

8. FISCAL MANAGEMENT - The fiscal management of the Condominium including budget, fiscal year, assessments, and collection of assessments shall be as set forth in the By-Laws (Exhibit A).

9. ASSOCIATION - The administration of the Condominium by the Board of Directors and its powers and duties shall be as set forth in the By-Laws.

10. INSURANCE - In order to adequately protect the Association, the Association property and the Condominium property required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. DUTY AND AUTHORITY TO OBTAIN - The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. Adequate is defined to mean 100% of the replacement cost of the insured improvements exclusive of foundations. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear.

10.2. BASIC INSURANCE - The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the buildings and the common elements as well as all Association property, in an amount

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determined annually by the Board of Directors, such insurance to afford the following protection:

10.3. PROPERTY - Loss or damage by fire, extend coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.4. FLOOD - Up to $250,000 per building or the maximum available through the National Flood Insurance Program.

10.5. LIABILITY - Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the unit owner as a group to a unit owner.

10.6. AUTOMOBILE - Automobile liability for bodily injury and property damage for all owner and/or non-owner motor vehicles in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

10.7. COMPENSATION - The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

10.8. STATUTORY DISHONESTY BOND - Minimum of $10,000 or as required by law per Director, Officer, or employee having access to Association funds.

10.9. OPTIONAL COVERAGE - The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners.

10.10. DESCRIPTION OF COVERAGE - A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by unit owners upon request.

10.11. WAIVER OF SUBROGATION - If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

10.12. INSURANCE PROCEEDS - All insurance policies purchased solely by the Association shall be for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to

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receive such proceeds as are paid and hold and disburse the same in trust for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

10.13. COMMON ELEMENTS - Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.

10.14. UNITS - Proceeds on account of units shall be held in the following undivided shares:

10.15. PARTIAL DESTRUCTION, WHEN THE BUILDINGS ARE TO BE RESTORED- For owners of all units, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

10.16. TOTAL DESTRUCTION OF THE BUILDINGS ARE TO BE RESTORED - For owners of all units, each owner's share being in proportion to his share in the common elements appurtenant to his unit.

10.17. MORTGAGEE - If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against units except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

The foregoing notwithstanding, insurance proceeds on account of an NFIP flood insurance policy covering only one unit, purchased by either the Association or various unit owners, shall be used only for the purpose of repairing or replacing the unit to which the respective policy applies and that unit's appurtenant share of the common elements, and no other unit owner or unit may benefit from said proceeds. If the Condominium is not to be restored or rebuilt, the proceeds shall accrue to the benefit of the respective unit owner and his mortgagees, if any.

10.18. DISTRIBUTION OF PROCEEDS - Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

10.19. COST OF RECONSTRUCTION OR REPAIR - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any

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proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.20. FAILURE TO RECONSTRUCT OR REPAIR - If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

10.21. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium property.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY - If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

11.1. DAMAGE TO UNITS - Where loss or damage occurs within a single unit or units, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to the owner(s) of the damaged units in shares proportional to the amount of damage in each unit covered by the Association policy. The owners of damaged units shall be responsible for reconstruction and repair.

11.2. DAMAGE TO COMMON ELEMENTS - LESS THAN "VERY SUBSTANTIAL"- Where loss or damage occurs to the common elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore or rebuild the damage caused by the loss if such repair or reconstruction can legally be done under then existing law and regulations, and the following procedures shall apply:

11.3. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for the repair and reconstruction of the premises.

11.4. If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the

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deficiency, and if other funds such as reserves are not available, levy a special assessment against all unit owners in proportion to their shares in the common expenses. Such special assessments need not be approved by the unit owners. The special assessments shall be added to the proceeds available for repair and restoration of the property.

11.5. "VERY SUBSTANTIAL" DAMAGE - As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.6. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

11.7. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

11.8. If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored or repaired unless two-thirds (2/3) of the voting interests of the Association shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of unit, in which case the Condominium shall be terminated.

11.9. If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless two-thirds (2/3) of the voting interests of the Association vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such repairs and restoration. The special assessment shall be added to the proceeds available for repair and restoration of the property.

11.10. If any dispute shall arise as to whether "very substantial" damage has occurred, the Board of Directors shall obtain appropriate

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professional opinions which opinions shall, if concurring, be binding upon all unit owners.

11.11. APPLICATION OF INSURANCE PROCEEDS - It shall be presumed that the first monies disbursed for repair and restoration shall be from the insurance proceeds; if there is a balance in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be credited to the unit owners, except as otherwise provided in Section 10.17.

11.12. EQUITABLE RELIEF - In the event of substantial damage to the condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within four (4) months following the damage or destruction and is completed within a reasonable time thereafter.

11.13. PLANS AND SPECIFICATIONS - Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of two-thirds (2/3) of the voting interests of the Association.

12. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the Rules and Regulations attached as Exhibit "C" and the following provisions:

12.1. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

12.2. REGULATIONS - Reasonable regulations concerning the use of the Condominium property including the units may be made and amended from time to time by a majority vote of the directors of the Association. Copies of the regulations and amendments shall be furnished by the Association to all unit owners. No regulation may be contrary to law or discriminate against any group or class of owners. No new or amended regulation may be enforced prior

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to distribution to the owners. Changes in Regulations shall not be construed as amendments to this Declaration and need not be recorded in the Public Records.

12.3. USE OF THE UNITS is restricted to single family residential purposes only. Children under the age of 18 years are not permitted as permanent residents and, as guests, may not occupy a unit for more than 60 days in any calendar year.

12.4. EXCLUSIVE USE OF COMMON ELEMENT FACILITIES - The Board of Directors may, in its discretion, lease the clubhouse and/or pool to unit owners for private parties or gatherings and charge such owners for such exclusive use pursuant to F.S. 718.111(4).

12.5. NUISANCES - No nuisances shall be allowed upon the condominium property, nor any use or practice which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. Only original purchasers may retain their current pets. All replacement pets and subsequent purchasers' pets must be house pets confined to the interior of the unit. The pet may not be over 20 pounds when fully grown. All pets must have the prior approval of the Board.

12.6. VEHICLE PARKING - Only passenger type vehicles may park on streets, driveways or in any area designated for parking within the condominium area or on streets bordering the area. Pickup trucks, vans, boats, busses, recreational vehicles, house trailers, campers or vehicles converted to such use may be parked for periods of not more than 48 hours. However, trucks of any size or type may be parked in the area only for the purpose of loading or unloading or, in the case of service vehicles, when the owners or drivers are actually performing work, services or repairs on behalf of owners or the Association.

13. LEASE, CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and protect the value of the units, the lease, conveyance, disposal and financing of the units by any owner shall be subject to the following provisions in the discretion of the Board.

13.1. NO OWNER may lease, sell, give or dispose of a unit or any interest therein in any manner without the written approval of the Association except to another unit owner, except that a unit may be devised to a spouse or natural or adopted child or deeded to an inter-vivos trust in which the owner-

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settlor is both the trustee and primary beneficiary. Only entire units may be leased. All leases must contain the agreement of the lessee(s) to abide by all the covenants of the condominium documents and must provide that a violation of the documents is a breach of the lease and grounds for termination and that the lessee agrees that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at both the trial and appellate levels. That if such costs and fees are not paid by the lessee(s), that the Unit Owners agrees to pay them. Each Unit Owner by acceptance of the deed to a unit and by the terms of this Declaration appoints the Association as owner's agent to bring actions in owner's name and at owner's expense including damages, termination and eviction. The rules and regulations must be provided by the unit owner to the lessee(s) to read. The minimum leasing period is ninety-one (91) days.

13.2. NO OWNER MAY MORTGAGE or finance his unit in any manner without the written approval of the association except to an institutional lender regularly engaged in the business of making residential first mortgage loans, provided that a unit owner who sells his unit need no approval to take back a purchase money mortgage.

13.3. THE APPROVAL OF THE ASSOCIATION SHALL be obtained as follows:

13.4. WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to lease, sell, transfer in any fashion or encumber his interest. The notice shall include the name and address of the proposed lessee, acquirer or lender and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a charge not to exceed $50.00 or as permitted by law. The Association may require pursuant to F.S. 718.112(2)(i) as a condition to permitting the rental of a unit that a security deposit in the amount of one month's rent be deposited into an escrow account to be maintained by the Association to protect against damages to the common elements or Association property. Within 15 days after a tenant vacates the premises, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this paragraph shall be

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handled in the same fashion as disputes concerning security deposits under F.S. 83.49.

13.5. IF A SALE, the Association must, within 30 days after receipt of the information required above, either approve the transaction, disapprove for cause, or upon the written demand of the owner, furnish an alternate purchaser it approves or itself elect to purchase, and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a certificate of approval.

13.6. THE SALE SHALL BE CLOSED WITHIN 30 DAYS after an alternate purchaser has been furnished or the Association has elected to purchase.

13.7. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, DEVISE or mortgage to a lender other than those approved transactions listed above, or an assignment of interest, notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made.

13.8. NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given immediately after the owner receives knowledge thereof.

13.9. FAILURE TO COMPLY - with this section concerning proceedings shall render the transaction void.

13.10. JUDICIAL SALES - are exempt from this Section.

13.11. UNAPPROVED TRANSACTIONS - Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14. COMPLIANCE AND DEFAULT - Each unit owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other unit owners to the following relief:

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14.1. LEGAL PROCEEDINGS - Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved unit owner.

14.2. NEGLIGENCE - A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances.

14.3. COSTS AND ATTORNEY FEES - In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

14.4. NO WAIVER OF RIGHTS - The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

15. AMENDMENTS - Amendments to any of the Condominium Documents shall be in accordance with the following:

15.1. An Amendment may be proposed either by the Board of Directors or by 10% of the voting interests, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present), and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records.

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15.2. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the Condominium Documents, a vote of a majority of the voting interests in the Association shall be the required percentage, or the amendment may be adopted by the Board of Directors.

15.3. REGULAR AMENDMENTS - Amendments may be enacted by a favorable vote of two-thirds (2/3) of the voting interests in the Association.

15.4. Any approval of unit owners, on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting, subject to F.S. 718.112(d)(3).

16. TERMINATION - The Condominium may be terminated in the following manner:

16.1. AGREEMENT - The Condominium may be terminated at any time by approval, in writing, of ninety percent (90%) of the voting interests of the Association.

16.2. VERY SUBSTANTIAL DAMAGE - If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 11.5, and it is not decided as therein provided that it will be reconstructed or repaired, the Condominium form of ownership will thereby terminate without agreement.

16.3. GENERAL PROVISIONS - Upon termination, the former unit owners shall become the owners, as tenants in common, of all Condominium and Association property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee or lienor of a unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination. Termination shall become effective when that certificate is recorded in the Public Records of Lee County, Florida.

16.4. NEW CONDOMINIUM - The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

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16.5. PARTITION; SALE - Following termination, the Condominium and Association property may be partitioned and sold upon the application of any unit owner. If following a termination, the owners of two-thirds (2/3) of the voting interests of the Association determine to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

16.6. LAST BOARD - The members of the last Board of Directors shall continue to have the powers granted in this Declaration for the purpose of winding up the affains of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

16.7. PROVISIONS SURVIVE TERMINATION - The provisions of this Section 16 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

17. RIGHTS OF MORTGAGEES

17.1. Where an approved institutional mortgagee of a first mortgage of record obtains title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisition of title unless it is secured by a claim of lien for such recorded prior to the recordation of the mortgage, such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

17.2. Upon receipt by the Association from any Institutional Mortgagee, Guarantor or Insurer of a copy of the mortgage held by such Institutional Mortgagee, guarantor or Insurer on a Unit, together with written request therefore from such Institutional Mortgagee or an Insurer or Guarantor of such first mortgage specifying the address to which the following items are to be sent, the Association shall timely send to such Institutional Mortgagee, Insurer or Guarantor the following, and for which the Association may charge a reasonable fee:

17.3. A copy of a financial statement of the Association for the immediately preceding fiscal year; and

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17.4. Written notice of the cancellation or termination by the Association of any policies of insurance covering the Association Common Areas or any improvements thereon, or any fidelity bonds of the Association; and

17.5. Written notice of any damage or destruction to the improvements located on the Association Common Areas which affects a material portion of the project or the unit securing its mortgage; and

17.6. Written notice of condemnation or eminent domain proceeding affecting a material portion of the project or the unit securing its mortgage; and

17.7. Written notice of failure by an Owner owning a Unit encumbered by a first mortgage held by such Institutional Mortgagee to pay any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

The failure of the Association to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

18. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of mortgage on real property. During his occupancy, if so ordered by the Court, the owner shall be required to pay a reasonable rental, and the Association shall be entitled to the appointment of a receiver to collect it, and the Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate, currently 18% per annum on unpaid assessments and reasonable attorneys' fees and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

18.1. The Association shall have a non-statutory common law lien upon the condominium parcels to secure payment to the Association by unit owners of all charges, costs and expenses for which they are liable to the Association and which cannot be secured as assessments, regular or special, under 718.116. The lien may be foreclosed in the same fashion as a mortgage on real property, shall bear interest at the highest legal rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

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19. ASSOCIATION MEMBERS - The qualification of members and the manner of their admission shall be as follows:

19.1. ALL OWNERS OF UNITS shall be members of the Association, and no other persons or entities shall be entitled to membership.

19.2. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of the County, a deed or other instrument establishing a change of record title to a unit in the Condominium; the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration and the Bylaws, and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

20. COMMON EXPENSES AND COMMON SURPLUS - This Condominium's percentage of sharing common expenses and the percentage of ownership of common surplus of the Association shall be 100% of the whole.

21. CONDEMNATION:

21.1. DEPOSIT OF AWARDS WITH ASSOCIATION - The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

21.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM - Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

21.3. DISBURSEMENT OF FUNDS - If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if

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any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

21.4. ASSOCIATION AS AGENT - The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

21.5. UNITS REDUCED BUT TENANTABLE - If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.6. RESTORATION OF UNIT - The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.

21.7. DISTRIBUTION OF SURPLUS - The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

21.8. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

21.9. UNIT MADE TENANTABLE - If the taking is of any entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

21.10. PAYMENT OF AWARD - The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagee(s).

21.11. ADDITION TO COMMON ELEMENTS - If possible and practical, the remaining portion of the unit shall become a part of the common elements and

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shall be placed in condition for use by all unit owners in the manner approved by the Board of Directors.

21.12. ADJUSTMENT OF SHARES IN COMMON ELEMENTS - The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

21.13. ARBITRATION - If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in according with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

21.14. TAKING OF COMMON ELEMENTS - Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

21.15. AMENDMENT OF DECLARATION - The changes in units, in the common elements and in the ownership of the common elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association, nor shall the consent of any unit owner or mortgagee be required for any such amendment.

22. VOTING - Each unit shall have one full indivisible vote in all matters.

23. SEVERABILITY - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause,

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phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and exhibits are made and entered into this 18th day of March, 1988.

WITNESSES:

Loretta L. Hall

Marjorie S. Boss

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

By: John S. Hall (SEAL)
President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18th day of March, 1988, by John S. Hall as President of MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

Marjorie S. Boss
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 25,1990
BONDED THRU GENERAL INS. UND.

(SEAL)

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AMENDED AND RESTATED BY-LAWS

OF

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BY-LAWS - SEE ORIGINAL BY-LAWS FOR ORIGINAL TEXT

1. IDENTITY - These are the By-Laws of Myerlee Golfside East Condominium Association, Inc., a nonprofit Florida Corporation formed for the purpose of administering Myerlee Golfside East Condominium, which is located in Fort Myers, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association".)

1.1. OFFICE - The office of the Association shall be at 1450 Edgewater Circle, Fort Myers, Florida 33919.

1.2. FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

1.3. SEAL - The seal of the Association shall bear the abbreviated name of the Association, the word "Florida," and the year of establishment.

2. MEMBERS' MEETINGS

2.1. ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, during the third week of January each year, for the purpose of electing Directors and transacting any business authorized to be transacted by the members.

2.2. SPECIAL MEMBER'S MEETINGS shall be held whenever called by the President, Vice President or by a majority of the Board of Directors.

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2.3. NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the annual meeting. An officer of the Association shall execute an affidavit of mailing per F. S. 718.112(2)(d)(2) which shall be retained in the official records of the Association as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting.

2.4. The Board of Directors shall also mail copies of the proposed annual budget of common expenses to the unit owners not less than 14 days prior to the meeting at which the budget will be adopted.

2.5. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided that no such practice may preclude nominations from the floor for the election of Directors per Chapter 718, Florida Statutes.

2.6. Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

2.7. Notice of other special meetings not covered above shall be in writing and delivered or mailed to each member first class, postage prepaid not less than 10 days prior to the meeting.

2.8. All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting.

2.9. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting

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at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decision as may by F.S. 718 or the documents require a larger percentage in which case the percentage required in the Documents or F.S. 718 shall govern.

2.10. EACH UNIT SHALL have one indivisible vote. Any unit owned by more than one person or by an artificial entity shall cast its vote through a natural person designated in writing in a voting certificate signed by all of the owners of the unit or in the case of an artificial entity by an officer. The voting certificate must be filed with the Secretary prior to the meeting for which the vote will be exercised or it shall not be counted. The certificate shall be valid until revoked. The holder of the voting certificate may vote in person or by proxy.

2.11. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof and must be filed with the Secretary before or at the meeting. Limited proxies may be used which direct the proxyholder how to vote on issues. Proxies shall provide for the substitution of a nominee. Only members may hold proxies, and no member may hold more than five (5) proxies.

2.12. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.13. THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS and, as far as applicable at all other members' meetings, may be:

(a) Election of a Chairman of the meeting, unless the President or Vice President of the Association is present when he (or she) shall preside.

(b) Calling of the roll and certifying of proxies.

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(c) Proof of Notice of meeting or waiver of notice.

(d) Reading and disposal of any unapproved minutes.

(e) Reports of Directors.

(f) Reports of Committees.

(g) Unfinished business.

(h) Election of Directors.

(i) New business.

(j) Adjournment.

3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS. The affairs of the Corporation shall be governed by a Board composed of seven (7) persons. Directors shall be members of the Association. All officers of a corporate owner shall be deemed to be eligible for Board membership. Directors need not be permanent residents of Lee County. Directors shall be elected by the Voting Interests at the annual meeting. Members of the Board shall be elected annually for one (1) year terms.

3.2. The term of each Director's Service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is removed in the manner provided in the Condominium Act and Condominium Bureau Rules by the voting interests.

3.3. Except as to vacancies provided by removal of Directors by voting interests, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors.

3.4. The Board of Directors, in order to permit the orderly transaction of business of the Condominium during the summer months and at other times when a majority of the Board cannot participate, may appoint an

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executive committee of at least two Directors which shall have the same authority as a majority of the full Board as to specifically identified routine operational decisions.

3.5. THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.6. REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least two days prior to the day named for such meeting.

3.7. SPECIAL MEETINGS OF THE DIRECTORS may be called by the President and must be called by the Secretary at the written request of three Directors. Not less than three day's notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

3.8. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9. MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto) and notice of meetings shall be posted conspicuously on the condominium property 48 hours in advance for the attention of unit owners, except in an emergency. Meetings at which an assessment is to be considered shall contain a statement of such and its nature.

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3.10. A QUORUM AT DIRECTORS' MEETINGS shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.11. THE PRESIDING OFFICER at Directors' meetings shall be the President if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.12. DIRECTORS SHALL SERVE WITHOUT PAY unless the voting interests annually authorize Director's fees, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, the Corporate Charter, the Declaration of Condominium and these By-laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO MAKE AND COLLECT REGULAR AND SPECIAL ASSESSMENTS AGAINST members to defray the costs of the Condominium.

4.2. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

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4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

4.4. TO MAKE AND AMEND RULES AND REGULATIONS concerning the use of the common property and the units.

4.5. THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

4.6. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

4.7. TO ENFORCE by legal means the provisions of applicable laws and the condominium documents.

4.8. TO CONTRACT FOR MANAGEMENT of the Condominium.

4.9. TO CARRY INSURANCE for the protection of the unit owners and the Association.

4.10. TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Condominium and not billed to owners of individual units.

4.11. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the project.

4.13. TO IMPOSE FINES not to exceed $50.00 or as permitted by F.S. 718 from time to time, against the unit owners for violations of the condominium documents, including the Rules and Regulations by owners or their

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tenants, guests or lessees. Each event of violation shall be a separate violation.

4.14. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the association.

4.15. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

4.16. TO IMPOSE CHARGES for the late payment of assessments in the amount of 5% of the assessment or $10.00, whichever is greater. Such late charge is not a fine and is not subject to the procedures of this Article 4.

4.17. TO APPOINT COMMITTEES including nominating, executive, and architectural control. All committees and members shall serve at the pleasure of the Board.

4.18. To operate a voluntary rental program of units in the Condominium for the unit owners and to charge and collect fees for this service, subject to applicable laws.

5. OFFICERS

5.1. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice President, a Secretary and a Treasurer, all of whom shall be

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elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. No person may hold two offices except those of Secretary and Treasurer.

5.2. THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. THE VICE PRESIDENT shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

5.5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

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5.6. THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association.

5.7. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

5.8. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and reduced to writing within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, shall be available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1. BUDGET - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including

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insurance, management fees, if any, and which shall accrue a reserve per F.S. 718.112 which may be later waived by the owners. It will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expense previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year.

7.2. A copy of the proposed annual budget shall be mailed to the unit owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

7.3. ASSESSMENTS - The shares of the unit owners of the common expenses may be made payable for from one to three months in advance and shall become due on the first day of each such period. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated operating expenses, the reserves, unless waived, and for all of the unpaid operating expense previously incurred.

7.4. EMERGENCY ASSESSMENT - Assessments for the expenses of emergencies which cannot be paid from the operating account shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

7.5. ASSESSMENT ROLL - The assessments for common expenses according to the budget shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative or the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made.

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7.6. LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Except as otherwise provided by law, a first mortgagee who acquires title by foreclosure or deed in lieu of foreclosure shall not be liable for unpaid assessments of prior owners. Such liability may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

7.7. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon:

7.8. THE UNIT and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded first mortgage on the unit, except to the extent otherwise provided by law.

7.9. COLLECTION -- INTEREST: APPLICATION OF PAYMENTS Assessments paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before seven days shall bear interest at the highest lawful rate (now 18%) per annum from the date due until paid provided, however, that the Board may elect to waive interest in hardship cases. All payments upon account shall be first applied to interest, costs, late charges, and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

7.10. COLLECTION -- SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law, by

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foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees at all trial and appellate levels. Per F.S. 718.116, the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed.

7.11. ACCOUNTS - All sums collected from assessments shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made.

7.12. THE DEPOSITORY of the Association shall be such member firm of the New York Stock Exchange, bank or banks or state or federal savings and loan associations in Florida as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person as are authorized by the Directors.

7.13. A REPORT of the accounts of the Association shall be made annually including, but not limited to, a complete financial report of actual receipts and expenditures for the previous 12 months. It shall comply with F.S. 718.111(13) and with F.A.C. 7D-23.004. If it applies, the Association may waive the level of the financial reporting requirements of F.A.C. 7D-23.004 (compiled, reviewed or audited) on an annual basis by the vote of a majority of the voting interests present and voting at a meeting of the Association at which a quorum was achieved. The waiver must have been made within sixty (60) days after the end of the fiscal year to which the waiver applies. A copy of

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the report shall be furnished to each member within 30 days after its completion and delivery to the Directors or at the annual meeting.

7.14. FIDELITY BONDS shall be required by the Board of Directors from all persons who control or disburse Association funds. The amount of such bonds shall be determined by the Directors and shall be not less than required by law. The premiums on such bonds shall be paid by the Association, except premium on bonds for management personnel whose bonding expense is a provision of a contract between the management and the condominium association.

8. PARLIAMENTARY RULES - A parliamentary procedure uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Charter or By-Laws of the Association or with the laws of the State of Florida.

9. AMENDMENTS - Amendments to the By-Laws shall be adopted in the following manner:

9.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A RESOLUTION adopting a proposed amendment must receive approval of a majority of the Directors and two-thirds (2/3) of the voting interests of the Association.

9.3. INITIATION - An amendment may be proposed by either a majority of the Directors or by 10% of the membership of the Association.

9.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

9.5. THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

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9.6. PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

10. Disputes between the Board and unit owners should be arbitrated in voluntary binding arbitration proceedings per the Condominium Act.

The foregoing were adopted as the By-Laws on this 9th day of March, 19 88.

PRESIDENT John S Hall

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF REC 1982 PG 0478

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 25, 1988, as shown by the records of this office.

The document number of this corporation is N25589.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 29th day of March, 1988.

Jim Smith
Secretary of State

CH2E022 (6-87)

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OFF REC 1982 PG 0471

FILED
1983 MAR 25 AM 9 33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

(A NONPROFIT FLORIDA CORPORATION)

ARTICLE I

The name of this corporation is Myerlee Golfside East Condominium Association, Inc.

ARTICLE II

The purpose for which this corporation is organized is to act as the governing association of Myerlee Golfside East Condominium, located at Fort Myers, Florida.

ARTICLE III

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Condominium unit in the Condominium shall be by virtue of such ownership a member of this corporation.

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

The name and residence of the Incorporator is as follows:

Richard D. DeBoest
2118 First Street
Fort Myers, Florida 33901

The rights and interests of the incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

ARTICLE VI

The affairs of the corporation are to be managed by a Board of seven Directors as provided for in the By-Laws.

ARTICLE VII

The names of the Officers who are to serve until the first election under the Articles of Incorporation are:

President - John S. Holl

Vice-President - Arthur W. Crossley

Secretary - Loretta L. Holl

Treasurer - Loretta L. Holl

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P.A.
ATTORNEYS AT LAW
2118 FIRST STREET
P. O. BOX 1480
FORT MYERS, FLORIDA
33902

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ARTICLE VIII

The number of persons constituting the first Board of Directors shall be seven, and their names and addresses are as follows:

John S. Holl
6946 Edgewater Circle
Fort Myers, FL 33919

Arthur W. Crossley
7012 Foxfire Drive
Fort Myers, FL 33919

Loretta L. Holl
6946 Edgewater Circle
Fort Myers, FL 33919

Charles Archer
7021 Foxfire Drive
Fort Myers, FL 33919

Paul Harbison
7017 Foxfire Drive
Fort Myers, FL 33919

Leo A. Nesius
6980 Edgewater Circle
Fort Myers, FL 33919

Fred L. Newcombe
6950 Edgewater Circle
Fort Myers, FL 33919

ARTICLE IX

The By-Laws of the corporation are to be made, altered or rescinded by a two-thirds vote of the voting interests.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

> An Amendment may be proposed by either the Board of Directors or by Ten Percent (10%) of the voting interests and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment.

The Amendment must be approved by a vote of two-thirds of the voting interests of the corporation.

ARTICLE XI

Each unit in the Condominium shall have one full indivisible vote.

ARTICLE XII

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

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ARTICLE XIII

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLE XIV

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance or care of Association property or through the rebate of the excess membership dues, fees or assessments.

ARTICLE XV

The name and place of the residence of the resident agent for service of process shall be John S. Holl, whose address is: 6946 Edgewater Circle, Fort Myers, Florida 33919.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 14th day of MARCH, 1987.

(SEAL)
RICHARD D. DeBOEST

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgements in the State and County aforesaid, personally appeared RICHARD D. DeBOEST, known to me and known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

WITNESS my hand and seal this 14th day of March, 1987.

NOTARY PUBLIC

My Commission Expires: (SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 25,1990
BONDED THRU GENERAL INS. U.D.

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

John S Hall

Registered Agent

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ORB REC'D 1982 PG 0475

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM AND BY-LAWS (AMENDED AND RESTATED)

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION

WE HEREBY CERTIFY THAT the attached amended and restated Declaration of Myerlee Golfside East Condominium of 1450 Edgewater Circle, Fort Myers, Florida, which Declaration is recorded at O.R. 1019, Pg. 1141 et seq. of the Public Records of Lee County, Florida, and the amended and restated by-laws of Myerlee Golfside East Condominium Association were duly adopted by the Association membership at the special meeting held 9 March 88.

IN WITNESS WHEREOF, we have affixed our hands this 14th day of March, 1988, at 1450 Edgewater Circle, Lee County, Florida.

Jack Holl, President By: John S Holl
President

Lori Holl, Sec'y. Attest: Loretta L. Holl
Secretary

STATE OF FLORIDA

COUNTY OF LEE

On this 14th day of March, 1988, personally appeared Jack Holl, and Lori Holl, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

John R. Lyon
Notary Public

My commission expires:

Notary Public
State of Florida at Large
My Commission Expires Dec. 29, 1991

Prepared by:
Myerlee Golfside East
Condominium Association
1450 Edgewater Circle
Ft. Myers, FL 33907

RECORDED & RECORD VERIFIED
Charlie Green
CLERK CIRCUIT COURT
LEE COUNTY, FLA.

APR 11 4 44 PM '88

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024
Branch :PWE,User :KDEC Comment: Station Id :D8DA

10.50

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

3028872

WE HEREBY CERTIFY THAT the attached amendment of the Declaration of Myerlee Golfside East Condominium Association of 1450 Edgewater Circle, Fort Myers, Florida, which Declaration is recorded at O.R. 1982, Pg. 0433 et seq. of the Public Records of Lee County, Florida, and the amendment was duly adopted by the Association membership at a special meeting held Monday, May 20, 1991.

IN WITNESS WHEREOF, we have affixed our hands this 28th day of May, 1991, at 1450 Edgewater Circle, Lee County, Florida.

ATTEST:

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

By: John S. Holl
John S. Holl, President

By: Loretta L. Holl
Loretta L. Holl, Secretary.

WITNESS:

Jackie Walker

Kimberly Dorney

STATE OF FLORIDA

COUNTY OF LEE

On this 28th day of May, 1991, personally appeared John S. Holl and Loretta L. Holl, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Jackie B. Walker
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 3, 1991
Bonded Thru Troy Fain - Insurance Inc.

Prepared by:
Myerlee Golfside East
Condominium Association, Inc.
1450 Edgewater Circle
Fort Myers, FL 33919

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: SUSAN [illegible]

OR2223 PG2708

AMENDMENT OF DECLARATION OF CONDOMINIUM

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

12. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordane with the Rules and Regulations attached as Exhibit "C" and the following provisions:

12.5 NUISANCES - No nuisances shall be allowed upon the Condominium property, nor any use or practice which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. Only original purchasers may retain their current pets. All replacement pets and subsequent purchasers' pets must be house pets confined to the interior of the unit. The pet may not be over 20 pounds when fully grown. All pets must have the prior approval of the Board.

AMENDMENT:

12.5 NUISANCES - No nuisances shall be allowed upon the Condominium property, nor any use or practice which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. Only present owners with pets may retain their current pets. Replacement pets and pets owned by subsequent purchasers shall be prohibited.

OR2223 PG2709

CHARLIE GREEN LEE CTY FL
91 MAY 28 AM 11:25

15.00

CERTIFICATE OF AMENDMENT

3950156

DECLARATION OF CONDOMINIUM

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION

OR2697 PG3675

We hereby certify that the attached amendments of the Declaration of Myerlee Golfside East Condominium located at 1450 Edgewater Circle, Fort Myers, Florida, which Declaration is recorded at **O. R. 1982, Pg. 0433 et seq. of the Public Records of Lee County, Florida,** and that these amendments were duly adopted by the Association Membership at the annual meeting held **Monday, January 15, 1996.**

Attested to by:

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

By: Dorrance G. Van Norman
Dorrance G. Van Norman, President

By Donald E. Reed
Donald E. Reed, Secretary/Treasurer

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: C. KELLER, D.C. •

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 22nd day of April, 1996 by Dorrance G. VanNorman and Donald E. Reed who are personally known to me, or who has produced (type of identification)_____ as identification and who did take an oath.

Tammy J. Collins
Notary Public

TAMMY J. COLLINS
MY COMMISSION # CC 484384
EXPIRES: August 17, 1999
Bonded Thru Notary Public Underwriters

Prepared by: Myerlee Golfside East Condominium Association
1450 Edgewater Circle
Fort Myers, FL 33907

REVISIONS MADE JANUARY 15, 1996
Myerlee Golfside East Condominium Association
Amended and Restated By-laws

2.3. NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail, unless waived in writing, at least 60 days prior to the annual meeting. An officer of the Association shall execute an affidavit of mailing per F. S. 718.112(2)(d)(2) which shall be retained in the official records of the Association as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting.

OR2697 PG3676

2.4. The Board of Directors shall also mail copies of the proposed annual budget of common expenses to the unit owners not less than 14 days prior to the meeting at which the budget will be adopted.

2.5. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided that no such practice may preclude nominations from the floor for the election of Directors per Chapter 718, Florida Statutes.

2.6. Notice of a special meeting called by the Board at the written request of 10% of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 14 days' written notice to each unit owner.

2.7. Notice of other special meetings not covered above shall be in writing and delivered or mailed to each member first class, postage prepaid not less than 14 days prior to the meeting.

2.8. All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting.

2.9. A QUORUM at member's meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting .....*continued Page -3-*

CHARLIE GREEN LEE CTY FL
96 APR 22 AM 11:22

Continued from Page 4

executive committee of at least two Directors which shall have the same authority as a majority of the full Board as to specifically identified routine operational decisions.

3.5. THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.6. REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least two days prior to the day named for such meeting.

3.7. SPECIAL MEETINGS OF THE DIRECTORS may be called by the President and must be called by the Secretary at the written request of three Directors. Not less than three day's notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

3.8. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9 MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and every unit owner has the right to speak with respect to all matters which have been designated as agenda items in the notice of the meeting. Each speaker will be limited to three (3) minutes. Notice of meetings shall be posted conspicuously on the condominium property 48 hours in advance for the attention of unit owners, except in an emergency. Meetings at which an assessment is to be considered shall contain a statement of such and its nature.

OR2697 PG3677

10.50

4315857

OR2913 PG3430

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION

We hereby certify that the attached amendments of the Declaration of Myerlee Golfside East Condominium located at 1450 Edgewater Circle, Fort Myers, Florida, which Declaration is recorded at **O. R. 1982, Pg. 0433 et seq. of the Public Records of Lee County, Florida,** and that these amendments were duly adopted by the Association Membership at the annual meeting held **Monday, January 19, 1997.**

Attested to by:

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

By: Donald E. Reed
Donald E. Reed, President

•RECORD VERIFIED - CHARLIE GREEN, CLERK• • BY: C. KELLER, D.C. •

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 26 day of January, 1998

by Donald E. Reed and _____ who are

personally known to me, or who has produced (type of identification) Florida Drivers License

as identification and who did take an oath.

CANDY J. STUKINS
MY COMMISSION # CC 699972
EXPIRES: December 3, 2001
Bonded Thru Notary Public Underwriters

Candy J. Stukins
Notary Public

Prepared by: Myerlee Golfside East Condominium Association
1450 Edgewater Circle
Fort Myers, FL 33919

Mailing Address: 1386 Myerlee CC Blvd.
Fort Myers, FL 33919

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CHARLIE GREEN LEE CTY, FL
98 JAN 27 PM 12:21

AMENDMENT Approved at Annual Membership Meeting Held January 19, 1998

OR2913 PG3431

By-Laws

Page 4

Par. 3.1 - Number, Term, and Qualifications.

The affairs of the Corporation shall be governed by a Board composed of five (5) persons. Directors shall be members of the Association. All officers of a corporate owner shall be deemed to be eligible for the Board membership. Directors need not be permanent residents of Lee County. Directors shall be elected by the Voting Interests at the annual meeting. Members of the Board shall be elected annually for one (1) year terms.

INSTR # 4825871
OR BK 03227 PG 2069
RECORDED 03/06/00 10:44 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK J Miller

10.50

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM
MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION

We hereby certify that the attached amendment of the Declaration of Myerlee Golfside East Condominium located at 1450 Edgewater Circle, Fort Myers, Florida, which Declaration is recorded at **O. R. 1982, Pg. 0433 et seq. of the Public Records of Lee County, Florida,** and that this amendment was duly adopted by a quorum of the Association Membership at a special meeting held **Thursday, March 2, 2000.**

Attested to by:

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

By: Fay L. Sharkey Jr.
Fay L. Sharkey, Jr. - Secretary/Treasurer

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 6th day of March, 2000 by Fay L. Sharkey, Jr. who is personally known to me and who did take an oath.

Ruth M. Reed
Notary Public
Ruth M. Reed
MY COMMISSION # CC565533 EXPIRES
June 23, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Prepared by: Myerlee Golfside East Condominium Association
1450 Edgewater Circle
Fort Myers, FL 33919

Mailing Address: 1386 Myerlee CC Blvd.
Fort Myers, FL 33919

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

to distribution to the owners. Changes in Regulations shall not be construed as amendments to this Declaration and need not be recorded in the Public Records.

12.3 USE OF THE UNITS - **Amended 3-2-2000**

In accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, at least one person fifty-five (55) years of age or older must be the permanent occupant of each unit while any other person occupies said unit. The Board of Directors shall have the authority to establish additional regulations, if necessary, to define "permanent occupancy." It is the intention of this provision that the individuals who customarily reside in the unit as their primary or seasonal residence, whether pursuant to ownership interests or lease, will be the "permanent Occupant." Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older, subject to other occupancy restrictions contained in this Declaration, the By-Laws, or the Rules and Regulations. Guests under the age of eighteen (18) shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year per guest. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exception shall not be permitted in situations where the granting of a hardship exception will result in violating applicable fair housing law standards. Any surviving co-habitant or heir is eligible for membership in the Association and permanent occupancy of a unit provided that he/she has or obtains legal or equitable title to a unit. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any person(s) whose occupancy would violate this provision.

12.4. EXCLUSIVE USE OF COMMON ELEMENT FACILITIES - The Board of Directors may, in its discretion, lease the clubhouse and/or pool to unit owners for private parties or gatherings and charge such owners for such exclusive use pursuant to F.S. 718.111(4).

.12.5. NUISANCES - **Amended 05-20-91**
Only present owners with pets may retain their present pet. Replacement pets and pets owned by subsequent purchasers shall be prohibited.

12.6. VEHICLE PARKING - Only passenger type vehicles may park on streets, driveways or in an area designated for parking within the condominium area or on streets bordering the area. Pickup trucks, vans, boats, buses, recreational vehicles, house trailers, campers or vehicles converted to such use may be parked for periods of not more than 48 hours. However, trucks of any size or type may be parked in the area only for the purpose of loading or unloading or, in the case of service vehicles, when the owners or drivers are actually performing work, services or repairs on behalf of owners or the Association.

13. LEASE, CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and protect the value of the units, the lease, conveyance, disposal and financing of the units by any owner shall be subject to the following provisions in the discretion of the Board.

13.1. NO OWNER may lease, sell, give or dispose of a unit or any interest therein in any manner without the written approval of the Association except to another unit owner, except that a unit may be devised to a spouse or natural or adopted child or deeded to an inter-vivos trust in which the owner - continue on Page 13

DCI2024-00210-Lee County ePlan Original Application dated 03-15-2024
INSTR # 2009000149401, Doc Type DOC, Pages 70, Recorded 06/02/2009 at 09:35 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $596.50 Deputy Clerk PSMITH

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 333-2992

CERTIFICATE OF AMENDMENT OF DECLARATION OF CONDOMINUM OF MYERLEE GOLFSIDE EAST, A CONDOMINIUM

THE UNDERSIGNED being the President and Secretary of MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Second Amended and Restated Declaration of Condominium for Myerlee Golfside East originaly recorded in Official Record Book 1019, at Page 1141, et seq., of the Public Records of Lee County, Florida on February 7, 1974 and thereafter, amended and restated and recorded in O.R. 1982, at Page 0433, et seq., of the Public Records of Lee County, Florida on April 11, 1988, and the amendments to the Articles of Incorporation and Bylaws of Myerlee Golfside East Condominium Association, Inc., were duly approved, adopted and enacted by the affirmative vote of the required percentage of voting interests (members) at a meeting called for that purpose at which a quorum was present held on the 21st day of May, 2009. Dated this 27 day of May, 2009.

WITNESSES:

(Sign) _____

(Print) Teanna Timmons

(Sign) _____

(Print) Lance Reed

Myerlee Golfside East Condominium Association, Inc.

BY: _____
Ruth Reed as President of the Association

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27 day of May, 2009 by Ruth Reed, as President of Myerlee Golfside East Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced FL DL as identification and did (did not) take an oath.

NOTARY PUBLIC:

_____
STATE OF FLORIDA (SEAL)

TEANNA R. TIMMONS
Notary Public, State of Florida
Commission# DD724850
My comm. expires Oct. 14, 2011

DCI2024-00210 Lee County EPlan Original application dated 03-15-2024

WITNESSES:

(Sign) _____

(Print) Teanna Timmons

(Sign) _____

(Print) Lance Ruell

Myerlee Golfside East Condominium Association, Inc.

BY: Linda Benham
Linda Benham as Secretary of the Association

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27 day of May, 2009 by Linda Benham, as Secretary of Myerlee Golfside East Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced FL DL as identification and did (did not) take an oath.

NOTARY PUBLIC: _____

STATE OF FLORIDA (SEAL)
My Commission Expires: October 14, 2011

TEANNA R. TIMMONS
Notary Public, State of Florida
Commission# DD724850
My comm. expires Oct. 14, 2011

DCI2024-00210 Lee County EPlan Original application dated 03-15-2024

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION. FOR PRESENT TEXT SEE EXISTING DECLARATION OF CONDOMINIUM

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

MYERLEE GOLFSIDE EAST CONDOMINIUM

(AN OVER AGE 55 RESTRICTED CONDOMINIUM)

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, the original Declaration of Condominium of Myerlee Golfside East Condominium, (hereinafter the "Condominium") was recorded in Official Record Book 1019, at Page 1141, et seq., of the Public Records of Lee County, Florida on February 7, 1974. Thereafter, an Amended and Restated Declaration of Condominium was recorded in O.R. 1982, at Page 0433, et seq., of the Public Records of Lee County, Florida on April 11, 1988. That Amended and Restated Declaration of Condominium, as it has previously been amended, is hereby further amended and is restated in its entirety.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Declaration of Condominium is made by Myerlee Golfside East Condominium Association, Inc., a Florida Corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a Unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a Unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. NAME AND ADDRESS: The name of this Condominium is Myerlee Golfside East, a Condominium, and its street address is 1450 Edgewater Circle, Fort Myers, Florida.

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land and improvements thereon submitted to the condominium form of ownership by the original Declaration as amended (hereinafter the "Land") legally described in the original Declaration. Those legal descriptions are hereby incorporated by reference and attached hereto as Exhibit “A”.

4. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (The "Condominium Act") in effect as of the date this Declaration is recorded in the public record, unless the context or the law otherwise requires.

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4.1 "Assessments" means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit owner.

4.2 "Association" means Myerlee Golfside East Condominium Association, Inc., a Florida Corporation not for profit, the entity responsible for the operation of this Condominium.

4.3 "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the Unit owners.

4.4 "Board of Directors" or "Board" means the representative body that is responsible for the administration of the Association's affairs, and is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration".

4.5 "Charge" or "Fee" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than assessments for common expenses. Said obligation may arise by oral or written contract, by law or equity, or may be created by the governing documents.

4.6 "Condominium Documents" means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

4.7 "Family" or "Single Family" shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping Unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons who commonly reside together as a single housekeeping Unit.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

4.8 "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

4.9 "Guest" means any person who is not the Unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.10 "Institutional Mortgagee" means the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company,

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insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.11 "Lease" means the grant by a Unit owner of a temporary right of use of the owner's Unit not to exceed 365 days for valuable consideration.

4.12 "Limited Common Elements" means and includes those common elements that are reserved for the use of a certain Unit or Units to the exclusion of other Units.

4.13 "Occupy" when used in connection with a Unit, means the act of staying overnight in a Unit. "Occupant" is a person who occupies a Unit.

4.14 "Owner" or "Unit Owner" has the same meaning as the term "Unit owner" as defined in the Condominium Act, except that for the purpose of interpreting use and occupancy restrictions related to Units, in cases where a primary occupant has been designated for a Unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

4.15 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages.

4.16 "Primary Occupant" means a natural person approved for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity that is not a natural person.

4.17 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium.

4.18 "Voting Interest" means and refers to the arrangement established in the condominium documents by which the owners of each Unit collectively are entitled to one vote in Association matters. There are sixty (60) Units, so the total number of voting interests is sixty (60) votes.

5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as an Exhibit, and herein designated and attached as Exhibit "B", are a survey of the Land and plot plans, which graphically describe the improvements in which Units are located, and which show all the Units including their identification

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numbers, locations and approximate dimensions and the common elements and limited common elements.

5.2 Unit Boundaries. Each Unit shall be bounded as to both horizontal and perimetrical boundaries as below defined, whether they exist now or are created by construction, settlement or movement of the buildings, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(A) Horizontal Boundaries – The upper and lower boundaries of the units will be:

1. Upper Boundary – The underside of the finished undecorated ceilings of the unit, extended to the perimetrical boundaries.

2. Lower Boundary – The upper side of the finished undecorated surface of the floor slabs of the unit, extended to meet the perimetrical boundaries.

(B) Perimetrical Boundaries – The perimetrical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common elements.

In cases not specifically covered in this Section 5.2 or in any case of conflict or ambiguity, the Unit boundaries described above shall control over the graphic depictions of the Unit boundaries set forth in Exhibit "B".

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium contains sixty (60) Units. The owner of each Unit shall also own a one sixtieth ($1/60^{th}$) undivided share in the common elements of the Condominium and the common surplus of the Association.

6.2 Appurtenances to Each Unit. The owner of each Unit shall have certain rights and own a certain interest in the condominium property, including without limitation the following:

(A) An undivided ownership share in the Land and other common elements of the Condominium and the common surplus of the Association, as specifically set forth in Section 6.1 above.

(B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D", respectively.

(C) The exclusive right to use the limited common elements reserved for the Unit, and the right to use the common elements.

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(D) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

(E) Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. A Unit owner is entitled to exclusive use and possession of his Unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the Unit or the common elements may unreasonably interfere with the rights of other Unit owners or other persons having rights to use the condominium property. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use, occupancy, alteration, transfer and appearance of the Units, common elements and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors.

7. COMMON ELEMENTS: EASEMENTS:

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

(A) The Land.

(B) All portions of the building and other improvements outside the Units, including all limited common elements.

(C) Easements through each Unit for conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to other Units or the common elements.

(D) An easement of support in every portion of the Condominium which contributes to the support of a building.

(E) The fixtures and installations required for access and utility services to more than one Unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit owners with respect to such easements.

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(A) Utility and other Easements. The Association has the power, without the joinder of any Unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, and to grant easements or relocate any existing easements in any portion of the common elements or association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(B) Encroachments. If any Unit encroaches upon any of the common elements or upon any other Unit for any reason other than the intentional act of the Unit owner, or if any common element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

(D) Natural Growth and Overhanging Troughs and Gutters. There shall be easements for overhanging natural growth of trees and shrubbery over the Units, Common Elements and Limited Common Elements. There shall be easements for overhanging troughs and gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Units, Common Elements and Limited Common Elements.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain common elements have been reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The limited common elements and the Units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following common elements are hereby designated as limited common elements:

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(A) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located inside or outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the Unit, except as otherwise provided in Section 11.4 below.

(C) Lanais. Any lanai that is attached to and serves exclusively a Unit shall be a limited common element. The Unit owner shall be responsible for day-to-day cleaning and care, and all painting and maintenance of walls. Maintenance and replacement of shutters, screens and sliding glass doors shall be the responsibility of the owner. No lanai may be carpeted, tiled, covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair, replacement and insurance of any such improvement shall be the responsibility of the Unit owner. If any improvement must be removed in order for the Association to perform any of its maintenance, repair or replacement responsibilities the Association shall not be responsible for any damage caused thereto or cost of replacement thereof.

(D) Others. Any part of the common elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit owner, shall be deemed a limited common element appurtenant to that Unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware therefor.

8.2 Exclusive Use; Transfer of Use Rights. The exclusive use of a limited common element is an appurtenance to the Unit or Units to which it is designated or assigned. If the exclusive use of any assignable limited common element was not, for any reasons, assigned to the use of a specific Unit or Units by the Developer, the Association may do so, or may designate another use. The right of exclusive use of each limited common element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; except that the use rights to a particular limited common element may be exchanged between Units by written agreement between the Unit owners desiring such exchange, with the prior approval of the Association.

9. ASSOCIATION: The operation of the Condominium is by Myerlee Golfside East Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 Bylaws. A copy of the Amended and Restated Bylaws is attached as Exhibit "D".

9.3 Delegation of Management. The Association may contract for the management and maintenance of the condominium property or employ a licensed manager or management company to assist

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the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be the record owners of legal title to the Units, as further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Unit owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit owners. The officers and Directors of the Association have a fiduciary relationship to the Unit owners. A Unit owner does not have the authority to act for the Association by reason of being a Unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the Unit owners. The acquisition of additional real property by the Association shall not be deemed a material change in the appurtenances to the Units.

9.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors without the need for authorization by the Unit owners.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the total voting interests in the Condominium.

9.10 Disposition of Property. Any property owned by the Association, whether real, personal or

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mixed, may be mortgaged, leased or otherwise encumbered by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit owners. Any real property owned by the Association may be conveyed by the Board of Directors, but except as provided in Section 9.8 above, only after approval by at least a majority of the total voting interests in the Condominium. The Board of Directors shall have the authority to convey personal property without the need for authorization by the Unit owners.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit owners, based upon information supplied by the Unit owners. A copy of the roster shall be made available to any member upon request.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair condominium or association property, the Association shall not be liable to Unit owners for injury or damage, other than the cost of maintenance and repair of the condominium or association property, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit owners or other persons.

9.13 **DISCLAIMER, WAIVER AND RELEASE OF CLAIMS REGARDING MOLD AND MILDEW.** Mold occurs naturally in almost all indoor environments. Mold spores may also enter the condominium Unit through open doorways, windows or a variety of other sources. The Unit Owner acknowledges that the Condominium is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit, including, but not limited to, wall cavities, windows, and /or on the exterior surfaces of the Unit or any part thereof.

(A) What the Unit Owner Can Do. The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others but they are not meant to be all-inclusive.

1. Before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material as well as many other household goods could already contain mold which can then be spread to other areas of the Unit.

2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

3. Keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening

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the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.

4. Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit including doors to closets.

5. Have major appliances (e.g. furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers (inspected, cleaned and serviced regularly by a qualified professional.

6. Clean and dry refrigerator, air-conditioner and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly.

7. Inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold.

8. Fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately.

9. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in the Unit. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.

10. Do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it.

11. Perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.

12. Regularly maintain the Unit. For examples, regularly caulk the windows, faucets, drains, tub and showers.

(B) <u>DISCLAIMER AND RELEASE OF CLAIMS</u>. THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE PREVENTION OF MOLD AND/OR MILDEW OR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY SPECIAL OR

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CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF INCOME, DIMINUTION OR LOSS OF VALUE OF THE UNIT, ECONOMIC DAMAGES, AND ADVERSE HEALTH EFFECTS RELATING TO, ARISING FROM OR CAUSED BY MOLD AND/OR MILDEW ACCUMULATION REGARDLESS OF THE CAUSE OF SAID MOLD/MILDEW. EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OR ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER, OWNER AND INTEREST HOLDER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

10. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each Unit and Unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each Unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual Unit for any amounts, other than for common expenses, which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments and charges shall be levied and payment enforced as provided in the Bylaws, and as follows:

10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the common elements and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a common expense. If the Association contracts for pest control within Units or cable or master antennae television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense, unless otherwise provided by the Florida Condominium Act.

10.2 Share of Common Expenses. The owner of each Unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.

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10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a condominium parcel is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit of the common elements for any reason whatsoever. No Unit owner may be excused from payment of his share of the common expenses unless all Unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgagees.

10.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. Assessments shall be deemed paid when received by the Association. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. Regardless of any restrictive endorsement on or accompanying a payment, all payments made by or on behalf of a Unit owner shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a Unit becomes past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law, and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

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10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. Except as otherwise provided by Section 718.116 F.S., the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of a Claim of Lien in the Public Records of Lee County, Florida. The Claim of Lien must state the description of the condominium parcel, the name of the record owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments and which may accrue subsequent to the recording of the Claim of Lien and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11 Lien for Charges. There is hereby created a common law and contractual lien to secure payment of any charge for any service which the Association provides for an individual member and which is not otherwise secured by the statutory lien for common expenses. By way of example, but not limitation, a lien for charges exists to secure repayment to the Association when it must remove or reinstall Unit owner installed alterations or perform Unit owner maintenance responsibilities, or address emergency situations on behalf of a Unit owner, such as water extraction from a Unit. The lien for charges shall be of equal priority to a common expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs.

10.12 Certificate as to Assessments. Within 15 days after request by a Unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Unit owner with respect to the condominium have been paid.

11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance,

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repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the Unit owner). The cost is a common expense. The Association's responsibilities include without limitation:

(A) Electrical wiring up to the meter for each Unit.

(B) Water pipes, up to the individual cut-off valve outside the Unit.

(C) All installations, fixtures, wiring, duct work, piping, plumbing, and mechanical and electrical equipment located within one Unit but serving more than one Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the common elements.

(D) All exterior building walls.

(G) Roofs.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and servicing only that Unit. Except as otherwise provided in Section 11.3(D) below, all incidental damage caused to a Unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any modification, installation, alteration or addition made by a Unit owner or his or her predecessor in title.

11.2 Unit Owner Maintenance. Each Unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain limited common elements. The owner's responsibilities include, without limitation:

(A) Maintenance, repair and replacement of screens, windows, window frames, window hardware and window glass.

(B) The main entrance door to the Unit and the garage door serving the Unit.

(C) All other doors within or affording access to the Unit.

(D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.

(E) The circuit breaker panel and all electrical wiring going into the Unit from the panel.

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(F) Appliances, water heaters, smoke alarms and vent fans.

(G) All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.

(H) Carpeting and other floor coverings.

(I) Door and window hardware, locks and weatherstripping.

(J) Shower pans.

(K) The main water supply shut-off valve for the Unit.

(L) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.

(M) All ceiling, perimeter and interior partition drywall forming the boundary of the Unit or within the Unit.

11.3 Other Unit Owners Responsibilities. The Unit owner shall have the following responsibilities:

(A) Lanais. Where a limited common element consists of a lanai area, the Unit owner who has the right to exclusive use of the lanai shall be responsible for the day-to-day cleaning and care and painting of the interior surfaces of the walls, floor and ceiling bounding said area. The owner shall also be responsible for any fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Unit owner shall be responsible for maintenance and repair of lanai screens. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs.

(B) Interior Decorating. Each Unit owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. If any floor covering must be removed in order for the Association to perform any of its maintenance, repair or replacement responsibilities the Association shall not be responsible for any damage caused thereto or cost of replacement thereof.

(C) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

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(D) Modifications and Alterations. If a Unit owner makes any modifications, alterations, installations or additions to his Unit or the common elements, the Unit owner and his successors in title shall be financially responsible for the maintenance, repair and replacement of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the common elements or other Units resulting from same, and any insurance that the owner obtains, in his discretion. Alterations, modifications, installations and additions to the Unit and common elements (including any limited common elements) must be approved by the Board of Directors. The Unit owner and his or her successor in title shall be responsible for the costs of removing and replacing or reinstalling such modifications, installations, alterations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the condominium property. In the event of conflict, the provisions of this paragraph shall control over the general provisions of Section 11.1 above.

(E) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured and that the owner will be financially responsible for any resulting damage to persons or property. The Unit owner also agrees to comply with the requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to common elements and which are attributable to work performed by or for the benefit of the Unit owner. The Board may establish rules regarding contractor access to the condominium property including rules regarding work hours and may require a Unit owner to post a damage/cleaning deposit in advance of commencing any work.

11.4 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his Unit or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval.

11.6 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than $10,000.00 in any fiscal year without prior approval of at least

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a majority of the total voting interests. Alterations or additions costing less than that amount may be made without membership approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property or to comply with any local, state or federal law or regulation also constitutes a material alteration or substantial addition to the common elements, no prior Unit owner approval is required.

11.8 Enforcement of Maintenance. If after reasonable notice the owner of a Unit fails to maintain the Unit or its appurtenant limited common elements as required in this Declaration, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, with or without notice to or consent of the tenant or Unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents or which has a material adverse effect on the appearance of the Condominium. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit owner, together with reasonable attorney's fees and other expenses or collection, if any, which expense shall be secured by a lien against the Unit and may be foreclosed in the same manner as common expenses.

11.9 Negligence: Damage Caused by Condition in Unit or Common Elements. The owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Unit owner has a duty to maintain his Unit, any limited common element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other Units, the common elements association property or property within other Units, the owner of the offending Unit shall be liable for the damage. Neither Association nor any Unit owner shall be liable for any damage to the real or personal property and any improvements or betterments thereof or any injury to any person caused by water intrusion into a Unit from another Unit or the common elements resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source unless the Association or Unit owner is guilty of negligence or willful or wanton misconduct. The Board of Directors shall establish a list of precautionary duties that each unit owner is responsible to perform designed to reduce the incidences of accidents that may cause damage to other units or the Common Elements. Failure by the Unit Owner to perform said duties shall create a rebuttable presumption that the Unit Owner was negligent.

11.10 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing, and replacing the common elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as fire alarms and sprinkler systems as well as the right, but not the duty, to enter under circumstances where the health or safety or residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due

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respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit owner provides the Association with a key. If the Association is not provided with a key to the Unit, the owner shall pay all costs incurred by the Association in gaining entrance to his Unit, and also shall be responsible for any damage done to his Unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his Unit caused by the unavailability of a key.

11.11 High Risk Components; Inspection, Maintenance, Repair & Replacement.

(A) Board Designation of High-Risk Components. The Board may, from time to time, after notice to members and an opportunity for member comment, determine that certain portions of the Members' Units (the "Units") required to be maintained by the Members, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired, or replaced. By way of example but not limitation these portions, objects, or appliances might include dryer vents, water valves and water heaters. Those items determined by the Board to pose such a particular risk are referred to as "High-Risk Components."

(B) Requirements for Care of High-Risk Components. At the same time that it designates a High-Risk Component, or at a later time, the Board may require one or more of the following with regard to the High-Risk Component:

1. That it be inspected at specified intervals by a representative of the Association or by an inspector or inspectors designated by the Board.

2. That it be replaced or repaired at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

3. That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board.

4. That when it is repaired or replaced, the installation includes additional components of installations specified by the Board.

5. That it be replaced or repaired by contractors having particular licenses, training, or professional certification or by contractors approved by the Board.

6. If the replacement or repair is completed by a Member, that it be inspected by a person designated by the Board.

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(C) Member Responsibility for High-Risk Components. The imposition of requirements by the Board under Section (B) above shall not relieve a Member of his or her obligations regarding High-Risk Components, including but not limited to the obligation to perform and pay for maintenance, repairs and replacement.

(D) Board Authority to Enforce Member Obligations. If any Member fails to maintain, repair, or replace a High-Risk Component in accordance with the requirements established by the Board hereunder, the Association may, in addition to any other rights and powers granted to it under the governing documents and state law:

1. Fine the Member or the occupant of the Unit, or both;

2. Enter the Unit for the purpose of inspecting, repairing, maintaining, or replacing the High-Risk Component, as the case may be, and charge the cost to the Member as a common expense attributable to the Unit; and

3. Bring an action against the Member for specific performance of the Member's obligations hereunder.

11.12 Pest Control. The Association may supply pest control within Units with the cost thereof being part of the common expenses.

11.13 Board Approval of Alterations or Construction. In all cases in which the Board must approve construction in or alterations to a Unit or the common elements requested by a Unit owner, the Unit owner shall provide the Board with not less than thirty (30) days written notice of the Unit owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within thirty (30) days of receipt of the notice and all required plans. The Board reserves the right to consult with a licensed Florida architect or professional engineer and to pass such costs on to the Unit owner and to require that any plans and specifications be prepared by a licensed Florida architect or engineer. The Board may extend the time in which it must render its decision by an additional thirty (30) days in the event it determines a licensed Florida architect's or professional engineer's review is necessary.

11.14 Hurricane Shutters. Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. All specifications adopted by the Board shall comply with the applicable building code. Notwithstanding any provision in the Condominium documents to the contrary, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specification adopted by the Board. The Board may, subject to the provisions of Florida Statutes, 718.3026 and the approval of a majority of the voting interests on the Condominium, install hurricane shutters and may maintain, repair and replace such approved hurricane shutters, whether in or within common elements, limited common elements, Units or association property. However, where

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laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed on a Unit, the Board may not also install hurricane shutters on that Unit. The Board may operate shutters installed pursuant to these provisions without permission of the Unit owners only where such operation is necessary to preserve and protect the Condominium property and Association property. The installation, replacement, operation, repair and maintenance of such shutters in accordance with these provisions shall not be deemed a material alteration to the common elements or association property.

12. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions:

12.1 Units. Each Unit shall be occupied by only one family, its servants and guests, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment or as part of a fractional ownership or vacation club program shall be deemed a business or commercial use and is prohibited. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use. Notwithstanding anything to the contrary contained herein or elsewhere, all occupants not approved as part of an existing lease or the conveyance of the Unit to the present owner must be approved as provided in Sections 13 and 14 below regardless of whether or not the new occupant shall be added to the lease or obtain an ownership interest in the Unit.

(A) Over 55 Requirements. In accordance with the Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995, and as provided in parallel state or local ordinances, all as amended from time to time, at least one person fifty-five (55) years of age or older must be the permanent occupant of each unit while any other person occupies said unit. The Board of Directors shall have the authority to establish additional regulations, if necessary, to define "permanent occupancy." It is the intention of this provision that the individuals who customarily reside in the unit as their primary or seasonal residence, whether pursuant to ownership interests or lease, will be the "permanent Occupant." Any additional permanent occupant of the unit, who is under the age of fifty-five (55) and age eighteen (18) or older may occupy and reside in the unit as long as one of the permanent occupants is age fifty-five (55) or older, subject to other occupancy restrictions contained in this Declaration, the By-Laws, or the Rules and Regulations. Guests shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year per guest. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exception

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shall not be permitted in situations where the granting of a hardship exception will result in violating applicable fair housing law standards. Any surviving co-habitant or heir is eligible for membership in the Association and permanent occupancy of a unit provided that he/she has or obtains legal or equitable title to a unit. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the required percentages of occupancy by older persons are maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a unit by any person(s) whose occupancy would violate this provision.

12.2 Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are absent, and are not occupying it, and the Unit has not been leased, the owner may permit his Unit to be occupied by his guests only in accordance with Section 12.1 (A) above and the following:

(A) The grandparents, parents, children and their spouses and children of the Unit owner or of the Unit owner's spouse, if any, may occupy the Unit in the absence of the owner without limitation as to the number of occasions or length of stay.

(B) House guests not included within 12.2(A) are permitted only with the proviso that they not exceed two (2) persons. Such guests may stay only two (2) weeks and the number of occasions for this type of guest occupancy in any Unit shall be limited to two (2) in any calendar year.

(C) All overnight guests who are not accompanied by Unit owners may be required to be registered with the Association office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management. The owner shall submit the names of all houseguests and the length of their stay in writing to the management office in advance.

12.3 Exceptions. Upon prior written application by the Unit owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity.

12.4 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the Unit in the presence of the Unit owner with the exception of any municipal regulations governing occupancy and Section 12.1(A) above.

12.5 Minors. All persons under eighteen (18) years of age shall be supervised by an adult to ensure that they do not become a source of unreasonable annoyance to other residents.

12.6 Pets Prohibited. No pet animals are permitted to be kept in the Units or on the Common Elements whatsoever except as required by law as a reasonable accommodation.

12.7 Parking; Prohibited Vehicles. No motor vehicle shall be parked on the condominium

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property except in such areas intended for that purpose. Trailers, boats, recreational vehicles, motor homes, campers, disabled vehicles, vehicles with missing vehicle body parts, unlicensed and/or unregistered vehicles and commercial vehicles of whatever type, other than service vehicles temporarily present on business, shall not be parked on the condominium property. Commercial vehicle as used herein means any vehicle that displays any signage, tools or equipment which is of a commercial nature or any vehicle, with or without signage, tools or equipment that is primarily designed to be used for commercial purposes regardless whether or not the vehicle is presently used for commercial purposes. The Association is authorized to tow any vehicle violating this Section 12.7, the rules or regulations, a law or any other restriction contained in the governing documents and the cost of towing shall be the obligation of the owner of the vehicle.

12.8 Nuisances. No owner shall use his Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.9 Signs. No person may post or display "For Sale", "For Rent", "Open House", other similar signs or any other signs of whatever type anywhere on the condominium property, except that one (1) such sign may be placed on the inside of the Unit front window and inside the lanai screen when the Unit is being actively marketed for sale or lease.

12.10 Use of Common Elements. Common elements shall not be obstructed, littered, defaced or misused in any manner. Lanais shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.11 Satellite Dishes/Antennas. Satellite dishes and antennas are prohibited on any portion of the common elements. Satellite dishes, including self standing dishes, or antennas may be installed in the unit or on limited common elements in accordance with the Telecommunications Act of 1996 as amended. Permitted satellite dishes may only be attached to a post (but not on the unit exterior) placed in the rear of the Unit, inside the landscape beds behind the bricks.

12.12 Emergency Powers and Use Restrictions; Board Authority. In addition to Board authority granted by law and the governing documents, during and after a time of emergency as defined in the Bylaws, the Board shall have the following power and authority but not the duty or obligation:

(A) To determine after a casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Section 16 below.

(B) To declare any portion of the Condominium Property unavailable for occupation by owners, tenants, or guests after casualty, including during the rebuilding process. Such

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decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, owners, tenants or guests.

(C) To mitigate damage and take action to prevent the spread of fungus, mold, mildew, etc. by tearing out wet drywall and carpet (even if the Unit owner is obligated to insure and/or replace those items). The Association shall secure payment for same as a charge against the Unit.

(D) To remove a Unit owner's personal property from the Unit and to store same at an off-site facility. The Association shall secure payment for same as a charge against the Unit.

(E) To contract on behalf of Unit owners for items for which the owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Association shall secure payment for same as a charge against the Unit.

(F) To, regardless of any other provision of this Declaration or the governing documents, take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

(F) To implement a disaster plan prior to, during or after an impending casualty including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

(G) To allow the temporary installation of electrical generators in a location and subject to conditions determined by the Board, including placement location, length of placement, hours of operation and other perameters.

The foregoing power and authority notwithstanding the Association, and its Directors, Officers, agents and assigns shall not be liable for failing to exercise said power and authority.

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit owner may lease only his entire Unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a Unit that was not approved under the existing lease of the Unit.

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13.1 Procedures.

(A) Notice by the Unit Owner. An owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least 20 days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board shall require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval. The applicant must sign for having received and read copies of the rules and regulations of the Association.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have 10 days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. the Unit owner is delinquent in the payment of assessments at the time the application is considered;

2. the Unit owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

3. the real estate company or rental agent handling the leasing transaction on behalf of the Unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

4. the application on its face indicates that the person seeking approval or the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

5. the prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

6. the prospective lessee or any of the proposed occupants have a history of conduct which evidences disregard for the rights and property of others.

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7. the prospective lessee evidences a strong possibility of financial irresponsibility;

8. the lessee or any of the proposed occupants, during previous occupancy, have evidenced an attitude of disregard for the Association rules;

9. the prospective lessee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;

10. the owner fails to give proper notice of his intention to lease his Unit to the Board of Directors;

11. the prospective lessee or any of the proposed occupants do not meet the criteria established to maintain the Over 55 status of the Condominium.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the Unit owner.

(E) Applications: Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

(F) Committee/Officer Approval. To facilitate approval of leases presented during times when many members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) Unit owners, one of whom must be a Director or to the President, Vice President or Treasurer.

13.2 Term of Lease and Frequency of Leasing. Unit owners may only lease their Unit one (1) time during the period of time that they own the Unit. The minimum lease term is one (1) day and the maximum lease term is 365 days. All days of a lease must be consecutive. No option for the lessee to extend or renew the lease for any additional period shall be permitted. No subleasing or assignment of lease rights by the lessee or Unit owner is allowed.

13.3 Occupancy During Lease Term.

(A) When a Unit has been leased the Unit may be occupied by the lessee and his family, as the term "family" is defined in Section 4.7, above.

(B) Guests may occupy leased Units when the lessee is in residence. The total number of

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house guests in a leased Unit is limited to two (2) persons. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

13.5 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family authorized to occupy the Unit by Section 13.3 above who are already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

13.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit owner whose Unit is leased may not use the recreation or parking facilities during the lease term.

13.7 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.8 Fees and Deposits for the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any security deposits that are authorized by the Condominium Act as amended from time to time which security deposit shall protect against damage to the common elements or association property. Handling of the security deposit and claims against the security deposit shall be in accordance with the Act, as the same may be amended from time to time. A separate fee may charged for each person who is intending to occupy the Unit under the lease except that only a single fee may be charged to a husband and wife and no extra fee may be charged for minor children.

13.9 Unapproved Leases. Any lease of a Unit not approved pursuant to this Section 13 shall be void and unenforceable unless subsequently approved by the Board.

14. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, preventing fractional or vacation club type ownership and facilitating the development of a stable, quiet community and enhancing peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions: NOTE: Any person who was not approved as part of the conveyance to the present Unit Owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an ownership interest in the Unit.

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14.1 Forms of Ownership:

(A) Individual. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Units is permitted. If the co-owners are to be other than husband and wife, the Board shall condition its approval upon the designation by the proposed new owners of one (1) natural person as "primary occupant". The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any subsequent change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12 month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families or in the manner of fractional or vacation club type ownership.

(C) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families or in the manner of fractional or vacation club type ownership. The approval of a trust, or corporation, partnership or other entity as a Unit owner shall be conditioned upon designation by the owner of not more than one (1) natural person to be the "primary occupant". The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any subsequent change in the primary occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any 12 month period.

(D) Designation of Primary Occupant. If any Unit owner fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

(E) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 14.1(B), above.

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14.2 Transfers.

(A) Sale or Gift. No Unit owner may transfer a Unit or any ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Unit owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval shall not be denied to any devise or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(D) To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) Unit owners, or to the President, Vice President or Treasurer, any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

14.3 Procedures.

(A) Notice to Association.

1. Sale or Gift. An owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least five (5) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board shall require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

2. Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may lease or sell the Unit following the procedures in this Section 13 or Section 14 as applicable.

3. Demand. With the notice required in Subsection (A)(1) above, the owner or

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transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below.

4. Failure to Give Notice. If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within 20 days after receipt of the required notice and all information or interview requested, or not later than 60 days after the notice required by paragraph 14.3 (A) 1 or 2 above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

1. With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval or their spouse or any other person which is a proposed occupant has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(d) The person seeking approval, their spouse or any other proposed occupant has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval, their spouse or any other proposed occupant has evidenced an attitude of disregard for association rules by his conduct in this Condominium as a tenant, Unit owner or occupant of a Unit;

(f) The person seeking approval, their spouse or any other proposed occupant has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.

(g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

2. Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner the name of an approved purchaser(which may be the Association) who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the owner and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the purchaser and selling owner, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

3. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or lease of a Unit

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by such mortgagee of the Unit so acquired, but shall apply to the acquisition of title by any other person.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may charged for each person who is intending to be a record title holder or except that only a single fee may be charged to a husband and wife. In addition to the foregoing the Association may require a prospective purchaser to pre-pay up to one (1) year's worth of assessments which shall be held, interest free, by the Association and applied to the owner's assessments as they become due and payable.

15. INSURANCE: In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 By the Unit Owner. Each Unit owner shall carry homeowner's insurance in accordance with and as required by Section 718.111(11) F.S., with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection. Every hazard insurance policy issued or renewed on or after January 1, 2009, to an individual Unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit owner providing such coverage shall be without rights of subrogation against the condominium association that operates the condominium in which such Unit owner's Unit is located. All real or personal property located within the boundaries of the Unit owner's Unit which is excluded from the coverage to be provided by the association as set forth in Section 15.2 below shall be insured by the individual Unit owner including all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries.

15.2 Association Insurance: Duty and Authority to Obtain; Opting out of 718.111(11)(j) F.S. The Unit Owners hereby elect to have the Association "opt out" of the provisions of Section 718.111(11)(j), Florida Statutes, 2008, regarding the allocation of repair and reconstruction expenses, and elect to allocate repair and reconstruction expenses to the individual Unit Owner as provided in this Declaration, in any instance were insurance proceeds, have not been collected, for any reason, including but limited to: the operation of the deductible, policy limits, exclusions; denial or contest by the carrier or failure of carrier. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance to protect the association, the association property, the common elements, and the condominium property required to be insured by the association pursuant to Section 718.111(11) Florida Statutes, and obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall

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be the Association and the Unit owners without naming them, and their mortgagees, as their interests shall appear. Adequate insurance coverage by the Association for "full insurable value," "replacement cost," or the like, may include reasonable deductibles as determined by the board. The Association separately or as a group of associations may self-insure against claims against the association, the association property, and the condominium property required to be insured by an association, upon compliance with Sections 624.460-624.488, Florida Statutes. A copy of each policy of insurance in effect shall be made available for inspection by Unit owners at reasonable times. The Association shall use its best efforts to obtain and maintain the following insurance coverage:

(A) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.

(B) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(C) Workers' Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

(D) Directors, Officers and Committee Members' Liability (Errors and Omissions).

(E) Fidelity Bond/Insurance. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the association. The association shall bear the cost of bonding.

(F) Property/Hazard. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract. Every hazard insurance policy issued or renewed on or after January 1, 2009, to protect the condominium shall provide primary coverage for:

1. All portions of the condominium property located outside the Units;

2. The condominium property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed; and

3. All portions of the condominium property for which the declaration of condominium requires coverage by the association.

4. Anything to the contrary notwithstanding, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "association property," or any other term found in the declaration of condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries. The foregoing is intended to establish the property or casualty insuring responsibilities of the association and those of the individual Unit owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit owner.

15.3 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Unit owners or their authorized representatives upon request.

15.4 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.5 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit owners and their respective mortgages in the following shares:

(A) Common Elements. Proceeds on account of damage to common elements shall be held in as many individual shares as there are Units, the shares of each Unit owner being the same as his share in the common elements.

(B) Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units except that if the Condominium is terminated then the insurance proceeds shall be allocated as provided in the Plan of Termination adopted in accordance with Section 718.117, F.S., which allocation may or may not be the same as the Unit Owner's share in the common elements.

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(C) Mortgagees. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit owners in the following manner:

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being paid jointly to them.

(B) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired but the Condominium is not to be terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them. If the Condominium is terminated the proceeds shall be distributed according to 718.117(17) F.S.

15.7 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

15.8 Deductibles. The Board shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features, as it deems desirable and in its business judgment in the best interest of the Association. The deductible shall be paid by the party who would be liable for the loss or responsible for the repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total as determined by the Board.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY: If any part of the condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds received on account of the loss or damage shall be distributed to the owner(s) of the damaged Unit(s) in shares as provided in Section 15 above. The owner(s) of the damaged Unit(s) shall be

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responsible for reconstruction and repair, including any costs in excess of the insurance proceeds from the Association insurance. The foregoing notwithstanding, if the Board determines in its sole and exclusive discretion that due to the nature or the extent of the damage to the Unit or Units that it is in the best interest of the Association that the reconstruction and repair be made by the Association then the Association shall be entitled to retain the insurance proceeds, contract for the repairs, make the repairs and thereafter distribute the excess unused proceeds, if any, to the owner(s).

16.2 Damage to Units and Common Elements-Less than "Very Substantial". Where loss or damage occurs to the common elements, but the loss is less than "very substantial" as hereinafter defined, unless the Unit Owners vote to terminate the Condominium it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the Unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

16.3 Damage to Units and Common Elements "Very Substantial". As used in the Declaration, the term "very substantial" damage shall mean loss or damage whereby at least fifty percent (50%) of the total Units cannot reasonably be expected to be rendered habitable within one (1) year of the casualty. Should such "very substantial" damage occur then:

(A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions. This authority includes actions to protect life and property, to evacuate or shore-up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

(B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.

(C) A meeting of the members shall be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

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1. If the insurance proceeds, reserves and other association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished without levying a special assessment that exceeds fifty percent (50%) of the total annual budget for the condominium in the year in which the casualty occurred, the Condominium shall be repaired and reconstructed unless the owners otherwise vote to terminate the Condominium.

2. If upon the advice of legal counsel and engineers, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units, or if reconstruction shall constitute economic waste or impossibility as provided in Section 718.117(2), F.S., or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof, and it is reasonably anticipated that the repairs and reconstruction can be accomplished only by levying special assessments exceeding fifty percent (50%) of the total annual budget for the Condominium in the fiscal year in which the casualty occurred, a vote to terminate the Condominium shall be conducted pursuant to 718.117 F.S. If the Unit Owners vote against termination, the Board of Directors shall levy such assessments as are necessary, and shall proceed with the necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and reconstruction.

(D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination by at least two-thirds (2/3rds) of the Directors shall be conclusive, and shall be binding upon all persons.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit owners, except as otherwise provided in Section 15 above.

16.5 Equitable Relief. In the event of damage to the common elements which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable Unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within one (1) year following the damage or destruction, and is completed within twelve (12) months thereafter. In the case of "very substantial" damage the condominium will be rebuilt. The Board shall commence and complete construction as soon as practicable under the circumstances.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance

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with the plans and specifications for the original building, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4ths) of the Units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit owner and his Institutional Mortgagee, if any.

17. CONDEMNATION:

17.1 Deposit of Awards with Association. The taking of all or any part of the condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit owners, the Unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(A) Restoration of Unit. The Unit shall be made habitable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the Unit.

(B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to

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the owner and mortgagees.

(C) Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the common elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(A) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagee(s).

(B) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the common elements and shall be placed in condition for use by some or all Unit owners in a manner approved by the Board of Directors.

(C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of Units. This shall be done by restating the shares of the continuing Units in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit owner and to condition the remaining portion of the Unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against Units that will continue as Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those Units in the common elements after the changes affected by the taking.

(E) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be

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entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

17.7 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the Unit.

17.8 Amendment of Declaration. Any changes in Units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment must be approved only by a majority of all Directors, and the consent of Unit owners or mortgagees is not required for any such amendment.

18. TERMINATION:

18.1 The Condominium may be terminated at any time as provided in and in accordance with 718.117, F.S. If the Plan of Termination will result in less than the full satisfaction of the mortgage liens affecting the condominium parcels then all mortgagees must approve the Plan of Termination.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each Unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit owner against:

(A) The Association;

(B) A Unit owner;

(C) Anyone who occupies or is a tenant or guest in a Unit; or

(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that Unit owners or Directors may waive notice of specific meetings as provided in the Bylaws.

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19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, Unit owner or the Association to comply with the requirements of the Condominium Act, the condominium documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney's fees as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit owners under the law and the condominium documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Consent of the Institutional Mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8. Mortgagee approval shall be obtained as provided in and in accordance with F.S. 718.110(11).

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceeding, or very substantial damage to, or destruction of, any Unit or any part of the common elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

20.3 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee of title shall be liable for the share of common expenses or assessments attributable to the condominium parcel, which came due prior to the mortgagee's acquisition of title, to the fullest extent provided by the Condominium Act, as the same may be amended from time to time. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Unit owners. No acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to Institutional Mortgagees requesting same current copies of the condominium documents and the books, records and financial

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statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

21. AMENDMENT OF DECLARATION: Amendments to this Declaration shall be proposed and adopted in the following manner:

21.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of at least one-fourth (1/4th) of the Units.

21.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

21.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by written consent of two-thirds (2/3) of the total voting interests. The Board of Directors may amend the Condominium Documents to correct scrivener's errors or omissions, and amend and restate the Condominium Documents in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

21.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the

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amendment are recorded in the Public Records of Lee County, Florida.

21.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the Unit, and any Institutional Mortgagee holding a mortgage on the Unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17.

22. MISCELLANEOUS:

22.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not affect the remaining portions.

22.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

22.3 Conflicts. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control. If there is a conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

22.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

22.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

22.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

22.7 Headings. The heading used in the condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

22.8 Reasonable Accommodations. Notwithstanding anything to the contrary contained herein or elsewhere, the Board of Directors shall make such reasonable accommodations in the rules, regulations and restrictions as required by Federal, State or local law, if such accommodations are necessary to afford a handicapped person equal opportunity to enjoy and use the condominium property. Once the reasonable accommodation is no longer required the property shall only be used in conformance with the governing documents.

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22.9 Future Corporate and Property Mergers. Future corporate and property mergers and amendments related thereto shall be approved as follows:

(A) Corporate Mergers. In the event that the Association should desire to merge with any other association said corporate merger and all amendments to the condominium documents necessary to facilitate the merger may be approved by a vote of the Board of Directors of the Association without it being necessary to obtain the approval of the members.

(B) Property Mergers. In the event that any of the Condominiums should desire to merge with one or more other condominiums the property merger and all amendments to the condominium documents required to accomplish the merger shall be approved upon the affirmative vote of 75% of the voting interests in the Association who present and voting, in person or by proxy, at a duly noticed meeting at which a quorum is present. Further, the merger and amendments to the condominium documents must also be approved by the holders of institutional first mortgages of record representing 51% of the votes of Units subject such mortgages. Mortgagee approval shall be obtained as provided in and in accordance with F.S. 718.110(11).

23. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

23.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

23.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, Lee COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

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23.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

23.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

23.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBITS

Exhibit "A" – Description of land submitted to the condominium form of ownership by the original Declaration as amended.
Exhibit "B" - Survey and Plot Plans attached to the original Declaration.
Exhibit "C" - Amended and Restated Articles of Incorporation.
Exhibit "D" - Amended and Restated Bylaws.

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CONDOMINIUM PLAT BOOK _____ PAGE _____

EXHIBIT "B"

MYERLEE GOLFSIDE EAST CONDOMINIUM

Fort Myers, Lee County, Florida

Sheet 1 of ____, _____, 1974

Frank Memoli
A.I.A., C.S.I.
Architect No. 5462
State of Florida

DESCRIPTION OF PROPERTY

Situated in the State of Florida, County of Lee, being a part of Section 28 and Section 27, Township 45 South, Range 24 East, and further bounded and described as follows:

Starting at the Northwest corner of aforesaid Section 27; thence S 0° 16' 12" E along the West line of aforesaid Section 27 a distance of 50.00 feet; thence N 89° 54' 45" E, a distance of 30.00 feet to a point and the principal place of beginning; thence S 0° 16' 12" E a distance of 140.00 feet; thence N 89° 54' 45" E, a distance of 310.00 feet; thence S 0° 16' 12" E, a distance of 1163.27 feet; thence S 42° 56' 20" E, a distance of 116.03 feet; thence N 79° 09' 09" E, a distance of 127.14 feet; thence S 10° 50' 51" E, a distance of 200.00 feet; thence S 30° 41' 16" E, a distance of 176.78 feet; thence S 68° 19' 34" E, a distance of 200.00 feet; thence N 22° 14' 45" E, a distance of 559.41 feet; thence by curve deflecting to the left a distance of 102.12 feet, said curve having a radius of 52.00 feet and a chord that bears N 34° 00' 44" W, a distance of 86.48 feet; thence S 89° 43' 48" W, a distance of 436.53 feet; thence by a curve deflecting to the right a distance of 212.06 feet, said curve having a radius of 135.00 feet and a chord that bears N 45° 16' 12" W, a distance of 190.92 feet; thence N 0° 16' 12" W, a distance of 1035.10 feet; thence by a curve deflecting to the left a distance of 47.03 feet, said curve having a radius of 30.00 feet and a chord that bears N 45° 10' 44" W, a distance of 42.36 feet; thence S 89° 54' 45" W, a distance of 390.10 feet to the place of beginning.

Also starting at the Northeast corner of Section 28; thence S 0° 16' 12" E along the easterly line of the aforesaid Section 28, a distance of 50.0 feet to a point on the southerly right-of-way line of Myerlee Country Club Boulevard; thence S 89° 54' W along the aforesaid right-of-way line a distance of 150.0 feet to a point and the principal place of beginning; thence S 0° 16' 12" E, a

EXHIBIT
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distance of 140.0 feet; thence S 89° 54' W, a distance of 300.0 feet to a point on the easterly right-of-way line of Myerlee Country Club Boulevard; thence N 0° 16' 12" W along the aforesaid right-of-way line, a distance of 114.93 feet; thence by a curve deflecting to the right a distance of 39.34 feet, said curve having a radius of 25.0 feet and a chord that bears N 44° 48' 54" E, a distance of 35.41 feet; thence N 89° 54' E along the southerly right-of-way line of Myerlee Country Club Boulevard a distance of 274.93 feet to the point of beginning.

DESCRIPTION OF COMMON ELEMENTS

The land encompassed by the property description.

All parts of the improvements not included in the apartments.

Easements through units for conduits, ducts, plumbing and other facilities for the purpose of furnishing utility services to other apartments other than for hot water and air conditioning systems for the separate apartments.

An easement of support in every portion of an apartment which contributes to the support of the building.

Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

The tangible personal property required for the maintenance and operation of the condominium property.

All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium and such other common elements provided by Statute.

All improvements not included within an apartment building.

CERTIFICATION

These Architect's Plans and Exhibits, together with the wording of the declaration are a correct representation of the improvements described, and the identification, location, dimensions and size of the common elements and of each unit can be determined therefrom.

Dated this 23rd day of January, 1974.

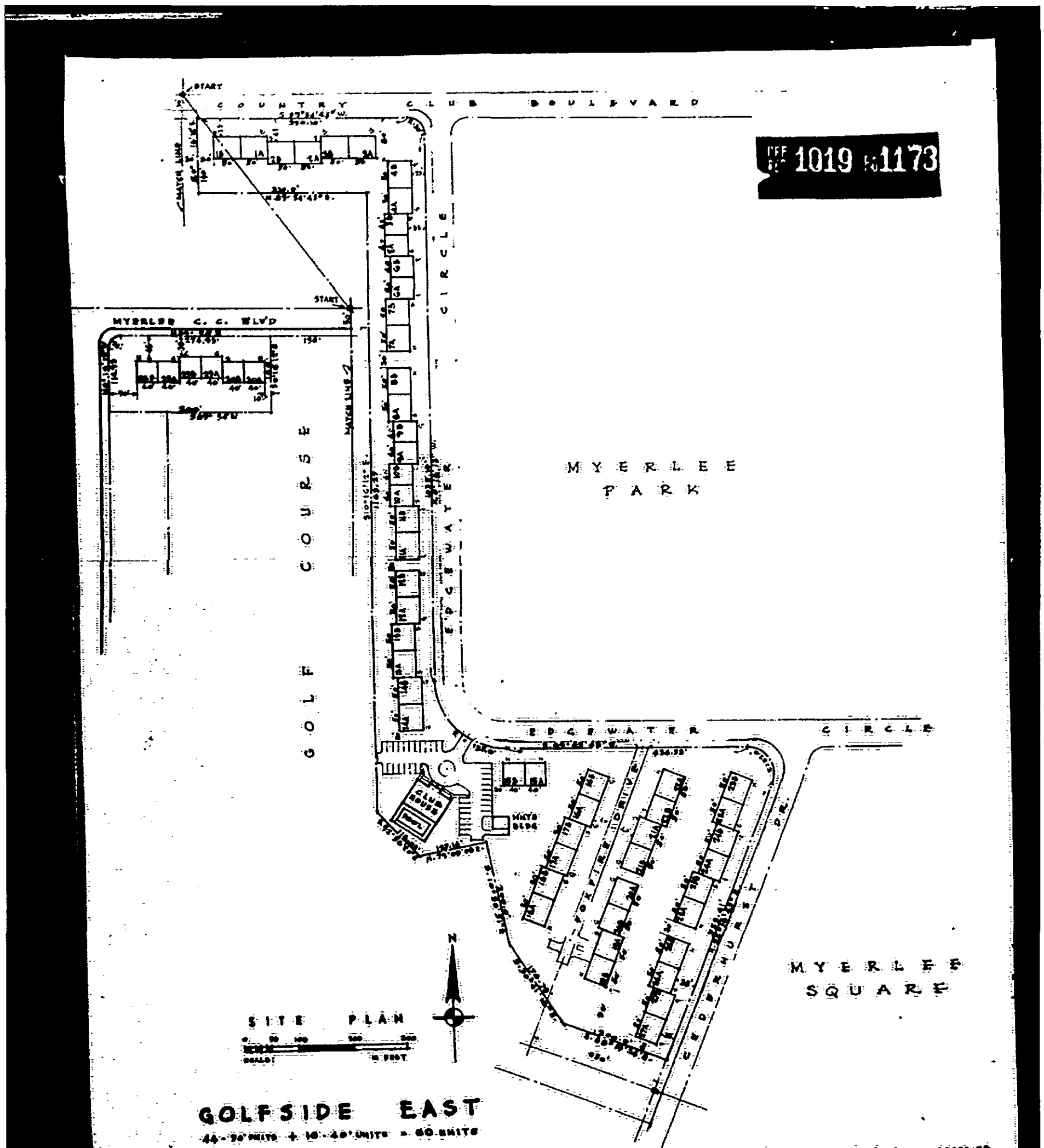
Frank Memoli

FRANK MEMOLI
A.I.A., C.S.I.
Architect No. 5462
State of Florida

STATE OF FLORIDA
FRANK MEMOLI
NO. 5462
REGISTERED ARCHITECT

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DEED BK 1019 PG 1173



GOLFSIDE EAST

44 - 70' UNITS + 16 - 40' UNITS = 60 UNITS

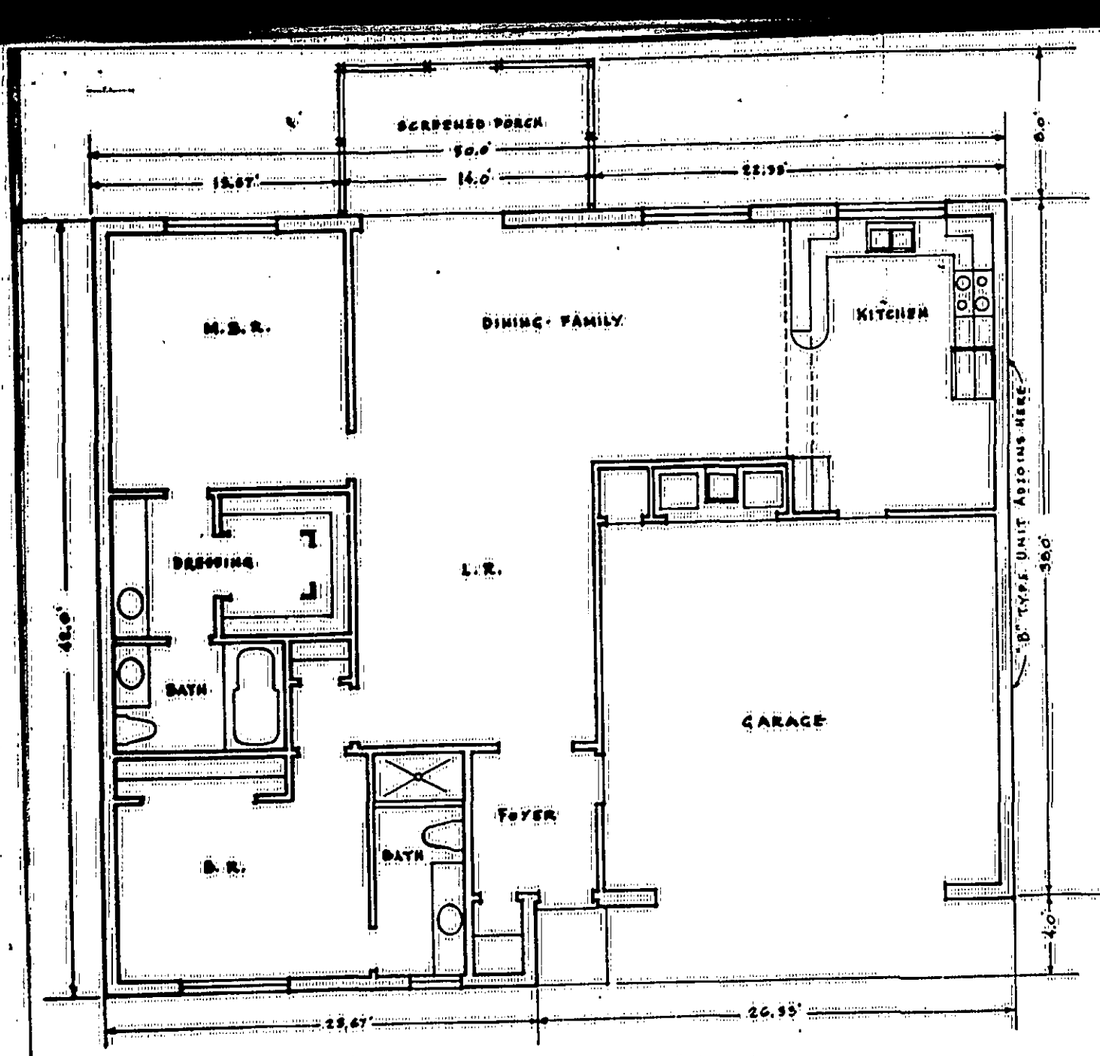
Myerlee 'the planned community' by L. & M. DEVELOPMENT CORP., Fort Myers, Florida

Frank Memoli, A.I.A.
ARCHITECT and PLANNER
Fort Myers, Florida

EXHIBIT B

EXHIBIT
tabbies'
B

INSTR # 2009000149401 Page Number: 50 of 70



"A" TYPE FLOOR PLAN
"B" TYPE : OPPOSITE HAND.

Scale: in feet 0 5 10 20

GOLFSIDE EAST

TYPICAL BUILDING OF 50' WIDE DWELLINGS (ALTERNATE PLAN)

1.7605 % OWNERSHIP OF TOTAL CONDOMINIUM

NOTE: EACH BUILDING IS MADE UP OF TWO (2) DWELLINGS: AN "A" TYPE UNIT AS SHOWN AND AN ADJOINING "B" TYPE ON THE OPPOSITE HAND.

Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

Frank Memoli, A.I.A.
ARCHITECT and PLANNER
Fort Myers Florida

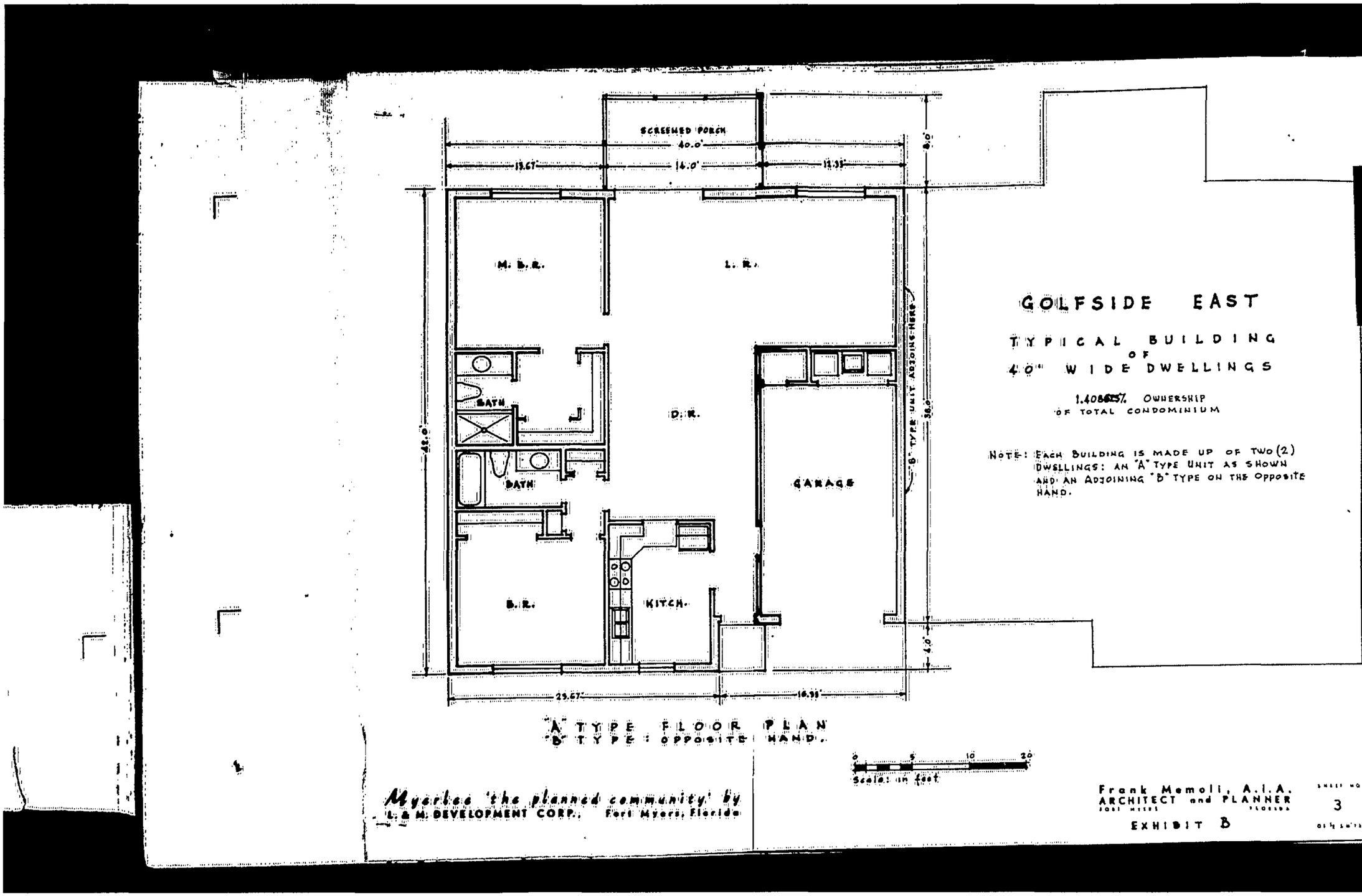
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EXHIBIT B

DATE 10/9/74

DCI2INSTR10# 2009000149401 Page Number: 50 of 70 Printed 03-15-2024

INSTR # 2009010149401 Page Number: 51 of 70
Doc Type: Recorded 03-15-2024



"A" TYPE FLOOR PLAN
"B" TYPE : OPPOSITE HAND.

0 5 10 20
Scale: in feet

GOLFSIDE EAST

TYPICAL BUILDING OF 40' WIDE DWELLINGS

1.408457% OWNERSHIP OF TOTAL CONDOMINIUM

NOTE: EACH BUILDING IS MADE UP OF TWO (2) DWELLINGS: AN "A" TYPE UNIT AS SHOWN AND AN ADJOINING "B" TYPE ON THE OPPOSITE HAND.

Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP. Fort Myers, Florida

Frank Memoli, A.I.A.
ARCHITECT and PLANNER
FORT MYERS FLORIDA

SHEET NO. 3 OF 4 SHTS.

EXHIBIT B

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OR 1019 PG 1176

GOLFSIDE EAST

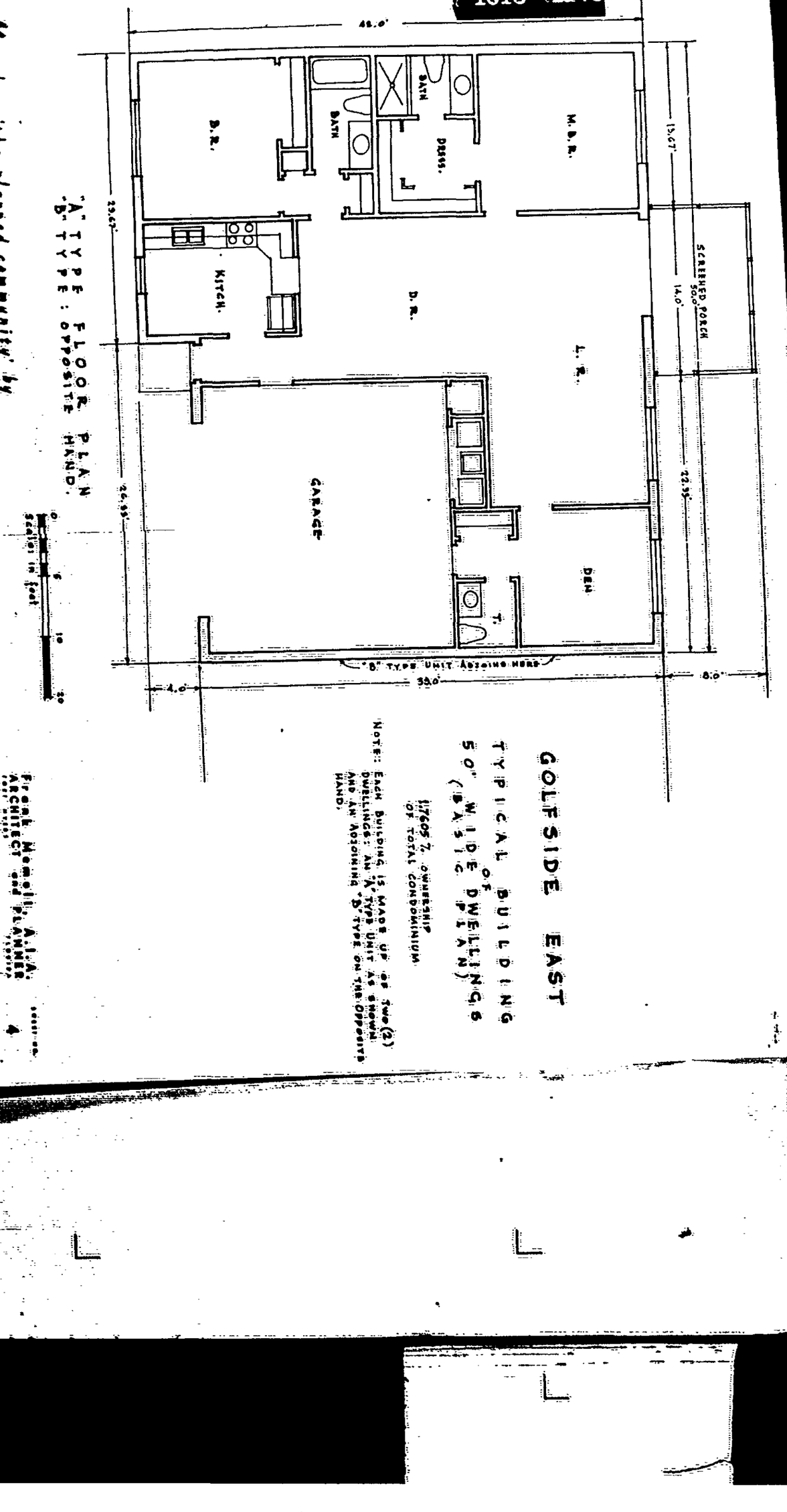
TYPICAL BUILDING OF 50' WIDE DWELLINGS (BASIC PLAN)

1/760S T. OWNERSHIP OF TOTAL CONDOMINIUM

NOTE: EACH BUILDING IS MADE UP OF TWO (2) DWELLINGS: AN "A" TYPE UNIT AS SHOWN AND AN ADJOINING "B" TYPE ON THE OPPOSITE HAND.

"A" TYPE FLOOR PLAN
"B" TYPE: OPPOSITE HAND.

Myerlee 'the planned community' by
L & M DEVELOPMENT CORP., Fort Myers, Florida



Frank Memoli, A.I.A.
ARCHITECT and PLANNER

EXHIBIT B

4

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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation Myerlee Golfside East Condominium Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on March 25, 1988, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.0201(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.0201(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Myerlee Golfside East Condominium Association, Inc., and its address is 1450 Edgewater Circle, Fort Myers, Florida 33919.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Myerlee Golfside East Condominium, located in Lee County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earning of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, the Declaration of Condominium, and the Bylaws ; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the condominium documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

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(B) To protect, maintain, repair, replace and operate the condominium property and association property.

(C) To purchase insurance for the protection of the Association and its members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.

(E) To make, amend and enforce reasonable rules and regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer and appearance of units, common elements and limited common elements, subject to any limits set forth in the Declaration of Condominium.

(F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.

(G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement in the manner provided in the Declaration of Condominium.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of the Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

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(A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

(C) The owners of each unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

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(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Association.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Except as otherwise provided by Florida law, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by written consent two thirds (2/3) of the total voting interests. The Board of Directors may amend these Articles to correct scrivener's errors or omissions, and amend and rest'te the Articles in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Lee County, Florida, with the formalities required by the Condominium Act.

ARTICLE VIII

INDEMNIFICATION.

(A) Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his

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conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article VIII.

(D) Miscellaneous. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

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Draft 4 4/20/09

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

AMENDED AND RESTATED BYLAWS

OF

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

1. GENERAL. These are the Amended and Restated Bylaws of Myerlee Golfside East Condominium Association, Inc.,, hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is at 1450 Edgewater Circle, Fort Myers, Florida 33919.

1.2 Definitions. The definitions set forth in Section 4 of the Declaration of Condominium shall apply to terms used in these Bylaws.

2. MEMBERS.

2.1 Qualifications. The members of the Association shall be the record owners of legal title to the units in Myerlee Golfside East Condominium. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

(A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.

(B) Approval by the Board of Directors as provided for in the Declaration of Condominium.

(C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(D) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Interest. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, his right to vote shall be established by the record

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title to the unit. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is a corporation, partnership, trust or other entity other than a natural person, the vote of that unit shall be cast by any officer, director, partner or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice and Agenda of Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed or electronically transmitted to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association with notice of any change of address. The notice of meeting must be mailed, electronically transmitted or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing, transmission or delivery shall be retained in the Association records as proof

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of mailing. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting.

3.5 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast 1/3 of the votes of the Association.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

(A) Call of the roll or determination of quorum.
(B) Reading or disposal of minutes of last members meeting
(C) Reports of Officers

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(D) Reports of Committees
(E) Unfinished Business
(F) New Business
(G) Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may act as the Parliamentarian or may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Statutes.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the Board of Directors shall be five (5). All Directors shall be elected for one (1) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

4.2 Qualifications. Directors must be members of the Association or a spouse of a member. In the case of a unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a unit is owned by a partnership, any partner is eligible to be a Director. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners is eligible to be elected to the Board of Directors. In addition, any person designated as the "voting representative" under Section 2.2 may serve as a Director.

4.3 Nomination and Elections. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual

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election shall be given to all owners at least sixty (60) days in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 1/2 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate. The Association shall mail or deliver a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, or such other place as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally, by mail, telephone, electronic transmission or telegram at least two (2) days prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meetings (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding unit use will be considered shall conform to the requirements

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set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so. Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be governed by the provisions of Section 4.8 of these Bylaws.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes. Action required or permitted by Florida law or the Condominium Documents to be taken at a Board meeting may be taken without a meeting if all Directors sign written consents describing the action taken. Action taken without a meeting is effective when the last written consent is obtained, unless the written consent specifies a different effective date.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such except as provided for herein. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their

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respective duties. The Secretary and Treasurer may receive reasonable compensation for their services as determined by the Board.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. A committee which advises the Board on the budget, or a committee which has authority to take action on behalf of the Board, shall be subject to the provisions of Section 4.8 of these Bylaws. All other committees shall not be subject to Section 4.8 of these Bylaws.

4.16 Emergency Powers. In the event of an "emergency" as defined in Section 4.16(H) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

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(G) For purposes of this Section only, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

1. a state of emergency declared by local civil or law enforcement authorities;

2. a hurricane warning;

3. a partial or complete evacuation order;

4. federal or state "disaster area" status; or

5. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

6. An "emergency" also exists for purposes of this Section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

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5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books (including software programs such as Quicken etc.) belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in such insured financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed or electronically transmitted to the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and

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deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote at a members' meeting called for that purpose. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law. Operating and reserve funds may be combined in the quarterly and/or monthly assessment paid by unit owners, provided that the operating and reserve funds are segregated within 30 days after receipt (unless combined for investment purposes).

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency reserves" as defined in Rule 61B-22.001(4), Florida Administrative Code, as the same may be amended from time to time. The purpose of these contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Written notice of any Board meeting at which a non-emergency special assessment will be considered, must be mailed or electronically transmitted to all unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

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6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, or the maximum amount required by law. The term "persons who control or disburse Association funds", includes, but is not limited to those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding. The premiums on such insurance or bonds shall be a common expense.

6.8 Financial Statements. Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

6.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

7. RULES AND REGULATIONS: USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements and limited common elements, subject to any limits contained in the Declaration of Condominium.. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced. Rules regarding unit use shall be adopted by the Board of Directors as set forth in Section 4.8 hereof.

8. COMPLIANCE AND DEFAULT: REMEDIES. In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

8.1 Fines. The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines shall be as follows:

(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other unit owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

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(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,

(3) A short and plain statement of the matters asserted by the Association; and,

(B) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The unit owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" in Section 718.1255 Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the units.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests present and voting in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law. Amendments may also be approved by written consent of two-thirds (2/3)

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of the total voting interests. The Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

9.4. Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

10. MISCELLANEOUS.

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration and of the Articles of Incorporation shall prevail over the provisions of these Bylaws.

DCI2024-00210 Lee County ePlan Original Application dated 03-15-2024

INSTR # 2009056069, Doc Type DOC, Pages 2, Recorded 06/09/2009 at 09:35 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk LFAHRNER

Prepared by:
Richard DeBoest, Esquire
CONDO & HOA LAW GROUP, LLC
2030 McGregor Boulevard
Fort Myers, FL 33901
Tel: (239) 333-2992

NOTICE OF MEMBERS' ELECTION TO ALLOCATE RESPONSIBILITY FOR CASUALTY LOSSES ACCORDING TO THE SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR MYERLEE GOLFSIDE EAST CONDOMINIUM

The undersigned, being the President of MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the Association has decided to opt out of the provisions of Section 718.111(11) (j), Florida Statutes, regarding the allocation of repair and reconstruction expenses, and elected to allocate repair and reconstruction expenses in any instance were insurance proceeds have not been collected for any reason, including, but not limited to, the operation of the deductible, policy limits, or exclusions; and/or denial or contest by the carrier or failure of the carrier, in the manner provided in the Second Amended and Restated Declaration of Condominium of Myerlee Golfside East, a Condominium, originally recorded in Official Record Book 1019, Page 1141, *et seq.,* in the Public Records of Lee County, Florida, and all amendments thereto.

The election by the members was duly approved, adopted, and enacted by the affirmative vote of the required percentage of voting interests at a Members' meeting convened for that purpose on May 21st, 2009, at which a quorum was present and for which due notice was given.

Dated this 1ST day of June 2009.

Signed, sealed, and delivered in the presence of:

Witness 1:

Sign: _____
Print: JASON PATTERSON

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

(Seal)

Witness 2:

Sign: _____
Print: HILDEGARD LIETZO

Sign: _____
Print: RUTH REED
Title: President

DCI2024-00210 Lee County EPlan Original application dated 03-15-2024

STATE OF FLORIDA
COUNTY OF LEE

___ THE FOREGOING INSTRUMENT was acknowledged before me this 1 ST day of June, 2009, by RUTH REED, as President of Myerlee Golfside East Condominium Association, Inc., who is (check one):
__✓__ personally known to me OR
_____ produced _____ as identification.

(SEAL/STAMP)

LINDA SUE BENHAM NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires July 17, 2012 No. DD

Signed: Linda Sue Benham
Print: Linda Sue Benham
Notary Public – State of Florida
Serial Number: 1234643
My Commission Expires: 7-17-2012

DCI2024-00210-Lee County ePlan Original Application dated 03-[illegible]2024
INSTR # 2010000165898, Doc Type DOC, Pages 3, Recorded 07/02/2010 at 02:34 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ACENTORINO

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 333-2992

3

CERTIFICATE OF AMENDMENT OF DECLARATION OF CONDOMINIUM OF MYERLEE GOLFSIDE EAST, A CONDOMINIUM

THE UNDERSIGNED being the President and Secretary of MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached amendment to the Second Amended and Restated Declaration of Condominium for Myerlee Golfside East recorded at Instrument No. 2009000149401, et seq., of the Public Records of Lee County, Florida, was duly approved, adopted and enacted by the affirmative vote of the required percentage of voting interests (members) at a meeting called for that purpose at which a quorum was present held on the 27th day of May, 2010. Dated this __ day of June, 2010. The original Declaration was recorded in Official Record Book 1019, at Page 1141, et seq., of the Public Records of Lee County, Florida on February 7, 1974.

WITNESSES:

(Sign) Richard M Benham

(Print) Richard M. Benham

(Sign) Hildegard Lietzo

(Print) Hildegard Lietzo

Myerlee Golfside East Condominium Association, Inc.

BY: Ruth Ln Reed
Ruth Reed as President of the Association

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 11th day of June, 2010 by Ruth Reed, as President of Myerlee Golfside East Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC: Susan L Gibbs
STATE OF FLORIDA (SEAL)

SUSAN K. GIBBS
Notary Public - State of Florida
My Comm. Expires Feb 22, 2014
Commission # DD 964310

DCI2024-00210 Lee County EPlan Original application dated 03-15-2024

WITNESSES:

(Sign) Richard M Benham

(Print) Richard M. Benham

(Sign) Hildegard Lietzo

(Print) Hildegard Lietzo

Myerlee Golfside East Condominium Association, Inc.

BY: Linda Benham

Linda Benham as Secretary of the Association

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 11th day of June, 2010 by Linda Benham, as Secretary of Myerlee Golfside East Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

SUSAN K. GIBBS
Notary Public - State of Florida
My Comm. Expires Feb 22, 2014
Commission # DD 964310

NOTARY PUBLIC: Susan K Gibbs

STATE OF FLORIDA (SEAL)

My Commission Expires:

SUSAN K. GIBBS
Notary Public - State of Florida
My Comm. Expires Feb 22, 2014
Commission # DD 964310

DCI2024-00010 Lee County EPlan Original application dated 03-15-2024

AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

MYERLEE GOLFSIDE EAST CONDOMINIUM

(AN OVER AGE 55 RESTRICTED CONDOMINIUM

NOTE: Language being added is underlined and language being deleted is ~~struck through~~.

13.2 Term of Lease and Frequency of Leasing. Unit owners may only lease their Unit one (1) time during the period of time that they own the Unit. The minimum lease term is sixty-one (61) days and the maximum lease term is 365 days. All days of a lease must be consecutive. No option for the lessee to extend or renew the lease for any additional period shall be permitted. No subleasing or assignment of lease rights by the lessee or Unit owner is allowed.

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INSTR # 2015000271565, Doc Type DOC, Pages 2, Recorded 12/21/2015 at 12:08 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk JMILLER

PREPARED BY AND RETURN TO:
THOMAS G. ECKERTY, P.A.
Attorney at Law
12734 Kenwood Lane, Suite 89
Fort Myers, Florida 33907

Recording: $18.50

AMENDMENT TO THE BY-LAWS
OF
MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

COMES NOW **MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION INC.**, a Florida non-profit corporation, the managing entity of "MYERLEE GOLFSIDE EAST", a condominium, and having met and duly adopted the following amendment to the By-Laws of the corporation at a meeting held on the 10th day of November, 2015, pursuant to Article 9 of said By-Laws, said amendment having been approved by the requisite vote of the owners, the Association amended said By-Laws in the following manner:

1) That Article 4.1 **Number and Terms of Service** is hereby amended as follows:

4.1 Number and Terms of Service. The number of Directors which shall constitute the Board of Directors shall be five (5). All directors shall be elected for ~~one (1)~~ two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.5 below. Terms of the Directors shall be staggered. There shall be three (3) Directors to be elected during the "even" years and two (2) Directors to be elected during the "odd" years. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

FURTHER AFFIANT SAYETH NOT.

IN WITNESS WHEREOF, the managing entity has executed this Amendment to the By-Laws, this 16, day of DECEMBER, 2015.

Witnessed By:

Jane E. Evans
Print Name: JANE E. EVANS

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

By: Patricia A. Walton
Print Name/Title PATRICIA ANN WALTON / PRES.

1

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16 day of December 2015, by Patricia Walton, President of Myerlee Golfside East Condominium Association, Inc., who is personally known to me or produced _____ as identification, and who did/did not take an oath.

NOTARY STAMP OR SEAL

TRACY J. ORAM
MY COMMISSION # FF237916
EXPIRES June 04, 2019
FloridaNotaryService.com
(407) 398-0153

NOTARY PUBLIC
Print Name: _____
My Commission expires: _____
Commission number: _____

DCI2024-00010 Lee County ePlan Original Application dated 03-15-2024

INSTR # 2017000049083, Doc Type RES, Pages 1, Recorded 03/08/2017 at 10:16 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $10.00 Deputy Clerk WMILLER

PREPARED BY AND RETURN TO:
THOMAS G. ECKERTY, P.A.
Attorney at Law
12734 Kenwood Lane, Suite 89
Fort Myers, FL 33907-5638

Recording: $10.00

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

THIS AMENDMENT to the Declaration of Condominium for MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a condominium, as recorded in O. R. Book 1019, at Page 1141, et seq., of the Public Records of Lee County, Florida on February 7, 1974, and thereafter amended and restated, as Instrument Number 2009000149401 in the Public Records of Lee County, Florida on June 2, 2009, is hereby made by a majority of the total votes of the voting members of Association, represented in person or by proxy, at a meeting held on the 24th day of November, 2016, of which a quorum was present, adopted the following amendment, pursuant to Article XI of said Declaration. The amendment to said Declaration is as follows:

1) That Section 12.6 is hereby amended as follows:

~~Pets Prohibited.~~ Pet Restrictions. No pet animals are permitted to be kept in the Units or on the Common Elements ~~whatsoever~~ except for cats, birds, fish tanks under the Rules & Regulations adopted by the Board of Directors and in effect at the time of a pet's introduction into the condominium, except as required by law as a reasonable accommodation.

IN WITNESS WHEREOF, the Association has executed this Amendment to the Declaration, this 17 day of Feb, 2017.

Witnessed By:

Print Name: John R Shaw

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

By: _____

Print Name/Title GORDON J.D. REEVE
PRESIDENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of Feb, 2017, by Gordon Reeve of Myerlee Golfside East Condominium Association, Inc., who is personally known to me or produced _____ as identification, and who did/did not take an oath.

NOTARY STAMP OR SEAL

NOTARY PUBLIC
Print Name: Tracy J Oram
My Commission expires: 6/4/19
Commission number: _____

TRACY J. ORAM
MY COMMISSION # FF237916
EXPIRES June 04, 2019
(407) 398-0153 FloridaNotaryService.com

DCI2024-00010, Lee County ePlan Original application dated 03-15-2024

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000111886, Doc Type , Pages 1, Recorded 4/8/2021 at 12:21 PM, Deputy Clerk MCOSSAIRT
Rec Fees: $10.00

PREPARED BY AND RETURN TO:
THOMAS G. ECKERTY, P.A.
Attorney at Law
12734 Kenwood Lane, Suite 89
Fort Myers, FL 33907-5638

Recording $10.00

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

THIS AMENDMENT to the Declaration of Condominium for MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a condominium, as recorded in O. R. Book 1019, at Page 1141, et seq., of the Public Records of Lee County, Florida on February 7, 1974, and thereafter amended and restated, as Instrument Number 2009000149401 in the Public Records of Lee County, Florida on June 2, 2009, is hereby made by a majority of the total votes of the voting members of Association, represented in person or by proxy, at a meeting held on January 28, 2021, of which a quorum was present, adopted the following amendment, pursuant to Article XI of said Declaration. The amendment to said Declaration is as follows:

1) That Section 12.6 is hereby amended as follows:

~~Pet Restrictions~~. Pets: ~~No pet animals~~ The following pets are permitted to be kept in the Units or on the Common Elements ~~except for~~: cats, dogs (maximum 25 lbs) birds and fish tanks under the Rules & Regulations adopted by the Board of Directors, ~~and in effect at the time of a pet's introduction into the condominium, except~~ and as required by law as a reasonable accommodation.

IN WITNESS WHEREOF, the Association has executed this Amendment to the Declaration, this 22 day of March 2021.

Witnessed By:

Print Name: Magdalena Hagar

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Print Name/Title John R. Shaw / Rep.

STATE OF FLORIDA)
)§
COUNTY OF LEE)

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 22 day of March 2021, by John R. Shaw.

NOTARY STAMP OR SEAL

TRACY J. ORAM
MY COMMISSION # GG 327178
EXPIRES: June 4, 2023
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
Print Name: _____
My Commission expires: _____
My Commission number: _____

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF. REC. 1023 PG 1696

783040

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:
J. C. ADDERLY
of the Law Offices of
ADDERLY, ALOIA & DUDLEY
P. O. Box 535
CAPE CORAL, FLORIDA 33904

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 31st day of October 19 73, **Between** GUY MEMOLI, as Trustee, joined by his wife, ROSE MEMOLI,

of the County of Lee, State of Florida, grantor*, and

L & M DEVELOPMENT CORP., a Florida corporation,

whose post office address is 6744 Winkler Road, Fort Myers, Florida 33901

of the County of Lee, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of

TEN and - 00/100 - - - - - Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

AS DESCRIBED IN SCHEDULE "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the calendar year 1973.

Grantee agrees to assume and pay any and all outstanding indebtedness incurred and still outstanding as evidenced by that certain mortgage dated 6 March 1972, as recorded in O. R. Book 787, page 319 of the public records of Lee County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence:

Philip Memoli
Giovanna P. Lore
Philip Memoli
Giovanna P. Lore

Guy Memoli (Seal)
Guy Memoli, individually and as Trustee
(Seal)
Rose Memoli (Seal)
Rose Memoli
(Seal)

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared GUY MEMOLI, individually and as Trustee, joined by his wife, ROSE MEMOLI,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, 19 73.

Notary Public

(Notary Seal)

My commission expires:
25 October 1976

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

REC. 1023 PG 1697

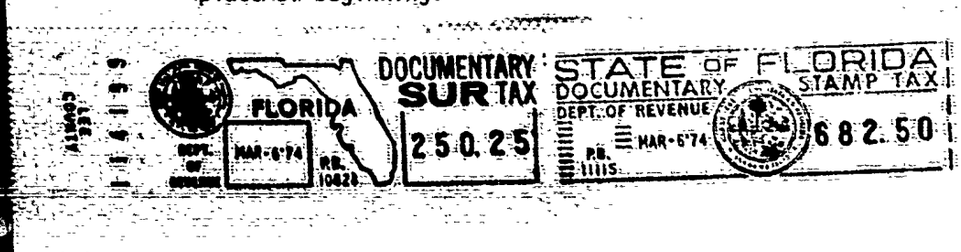
SCHEDULE "A"

A part of Section 27, Township 45 South, Range 24 East described as follows:

Starting at the Northwest corner of aforesaid Section 27, thence N 89° 54' 45" E along the North line of aforesaid Section 27, a distance of 1747.53 feet to a point on the westerly right-of-way line of Winkler Road; thence S 0° 36' 35" W along aforesaid westerly right-of-way line a distance of 1101.55 feet; thence by a curve deflecting to the right along the aforesaid westerly right-of-way line a distance of 377.19 feet; said curve having a radius of 850.00 feet and a chord that bears S 13° 19' 20" W a distance of 374.10 feet; thence S 26° 02' 05" W along aforesaid westerly right-of-way line a distance of 57.16 feet to a point and principal place of beginning; thence continue S 26° 02' 05" W along westerly right-of-way line a distance of 350.87 feet; thence by a curve deflecting to the left along aforesaid westerly right-of-way line a distance of 230.92 feet; said curve having a radius of 950.00 feet, and a chord that bears S 19° 04' 16" W a distance of 230.35 ft.; thence N 68° 19' 34" W a distance of 521.65 feet; thence N 22° 14' 45" E a distance of 580.00 feet; thence S 68° 19' 34" E a distance of 532.08 feet to the principal place of beginning, and;

A part of Sections 27 and 28, Township 45 South, Range 24 East, known as Myerlee Golf Course and otherwise described as follows:

Starting at the northeast corner of aforesaid Section 28; thence S 0° 16' 12" E along the East Line of aforesaid Section 28 a distance of 50.0 feet to a point and the principal place of beginning; thence S 89° 54' 00" W a distance of 150.0 feet; thence S 0° 16' 12" E a distance of 140.0 feet; thence S 89° 54' 00" W a distance of 190.0 feet; thence S 0° 16' 12" E a distance of 659.90 feet; thence S 89° 43' 48" W a distance of 480.0 feet; thence S 0° 16' 12" E a distance of 110.0 feet; thence by a curve deflecting to the right a distance of 608.98 feet, said curve having a radius of 720.0 feet and a chord that bears N 66° 02' 26" W a distance of 590.99 feet; thence by a curve deflecting to the left a distance of 189.73 feet, said curve having a radius of 410.0 feet and a chord that bears N 55° 04' 08" W a distance of 188.04 feet; thence S 21° 40' 26" W a distance of 130.0 feet; thence N 68° 19' 34" W a distance of 205.0 feet; thence N 37° 46' 49" W a distance of 255.79 feet; thence N 68° 19' 34" W a distance of 753.07 feet; thence N 0° 08' 25" W a distance of 175.34 feet to the North line of aforesaid Section 28; thence S 89° 54' 00" W along the North line of aforesaid Section 28 a distance of 50.07 feet to the Northwest corner of the Northeast quarter of aforesaid Section 28; thence S 0° 08' 25" E a distance of 941.57 feet; thence N 89° 51' 35" E a distance of 484.27 feet; thence S 68° 19' 34" E a distance of 400.0 feet; thence S 0° 25' 29" W a distance of 96.56 feet; thence S 68° 19' 34" E a distance of 64.33 feet; thence N 89° 52' 20" E a distance of 242.34 feet; thence S 68° 19' 34" E a distance of 1134.40 feet; thence S 21° 42' 06" E a distance of 359.94 feet; thence S 0° 08' 25" E a distance of 433.77 feet; thence N 88° 59' 45" E a distance of 168.52 feet; thence S 0° 16' 12" E a distance of 150.0 feet; thence N 88° 59' 45" E a distance of 150.0 feet; thence S 89° 30' 45" E a distance of 30.0 feet; thence N 0° 16' 12" W a distance of 125.0 feet; thence S 89° 30' 45" E a distance of 231.66 feet; thence N 0° 29' 15" E a distance of 375.0 feet; thence S 89° 30' 45" E a distance of 350.0 feet; thence N 49° 18' 05" E a distance of 106.30 feet; thence N 0° 29' 15" E a distance of 72.73 feet; thence S 68° 19' 34" E a distance of 117.97 feet; thence N 22° 14' 45" E a distance of 124.0 feet; thence N 68° 19' 34" W a distance of 200.0 feet; thence N 10° 50' 51" W a distance of 366.29 feet; thence S 79° 09' 09" W a distance of 267.14 feet; thence N 0° 16' 12" W a distance of 1263.27 feet; thence S 89° 54' 45" W a distance of 310.0 feet; thence N 0° 16' 12" W a distance of 140.0 feet; thence S 89° 54' 45" W a distance of 30.0 feet to the place of beginning.



DCI2024-00010 Lee County Plan Original application dated 03-15-2024

OFF. REC. 970 PAGE 546

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

738320

This instrument was prepared by:

J. C. ADDERLY
of the Law Offices of
ADDERLY, ALOIA & DUDLEY
P. O. Box 555
CAPE CORAL, FLORIDA 33904

8.00
018.10
748.30
766.40

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 1st day of November 1972, Between

GUY MEMOLI, individually and as Trustee, joined by his wife, ROSE MEMOLI,

of the County of Lee, State of Florida, grantor*, and

L & M DEVELOPMENT CORP., a Florida corporation,

whose post office address is 6744 Winkler Road, Fort Myers, Florida 33901

of the County of Lee, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of

TEN and (OVC) - 00/100 - - - - - Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

NE 1/4 of Section 28, Township 45 South, Range 24 East and so much of the NW 1/4 of Section 27, Township 45 South, Range 24 East that lies West of Winkler Road, all according to a survey plat thereof prepared in January 1971 by Howell F. Davis, Registered Land Surveyor 1884, excepting the following parcels as described on attached sheets numbered one through two, inclusive.

Subject to easements, restrictions and reservations of record and taxes for the calendar year 1972.

DOCUMENTARY SURTAX FLORIDA 740.30 — STATE OF FLORIDA STAMP TAX 18.12 — FLORIDA STAMP TAX 999.99 — FLORIDA STAMP TAX 999.99

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence:

Guy Memoli (Seal)
Guy Memoli, Individually and as Trustee

(Seal)

Rose Memoli (Seal)
Rose Memoli

(Seal)

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared GUY MEMOLI, individually and as Trustee, joined by his wife, ROSE MEMOLI,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November 1972.

My commission expires: 26 October 1976

Notary Public

My Commission Expires Oct. 25, 1976

DCI2024-00010 Lee County ePlan Original application dated 01/15-2024

1. That parcel of land known as MYERLEE CIRCLE CONDOMINIUM as described in the Declaration of Condominium thereof recorded in Official Records Book 856, page 813, public records of Lee County, Florida, and;

2. That parcel of land known as MYERLEE COUNTRY CLUB ESTATES NORTH CONDOMINIUM as described in the Declaration of Condominium thereof recorded in Official Records Book 856, page 853, public records of Lee County, Florida, and;

3. Lots 1, 2, 4 and 6 of MYERLEE SUBDIVISION -- UNIT 2, according to an unrecorded plat thereof as described in an instrument attached to a Deed of Restrictions pertaining to the area of the said MYERLEE SUBDIVISION -- UNIT 2, imposed by the grantor as it appears in Official Records Book 900, pages 884-885, public records of Lee County, Florida, and;

4. A part of Section 27, Township 45 South, Range 24 East described as follows:

Starting at the Northwest corner of aforesaid Section 27, thence N 89° 54' 45" E along the North Line of aforesaid Section 27 a distance of 1747.53 feet to a point on the westerly right-of-way line of Winkler Road; thence S 0° 36' 35" W along aforesaid westerly right-of-way line a distance of 1101.55 feet; thence by a curve deflecting to the right along the aforesaid westerly right-of-way line a distance of 377.19 feet; said curve having a radius of 850.00 feet and a chord that bears S 13° 19' 20" W a distance of 374.10 feet; thence S 26° 02' 05" W along aforesaid westerly right-of-way line a distance of 57.16 feet to a point and principal place of beginning; thence continue S 26° 02' 05" W along westerly right-of-way line a distance of 350.87 feet; thence by a curve deflecting to the left along aforesaid westerly right-of-way line a distance of 230.92 feet; said curve having a radius of 950.00 feet, and a chord that bears S 19° 04' 16" W a distance of 230.35 ft.; thence N 68° 19' 34" W a distance of 521.65 feet; thence N 22° 14' 45" E a distance of 580.00 feet; thence S 68° 19' 34" E a distance of 532.08 feet to the principal place of beginning, and;

5. A part of Sections 27 and 28, Township 45 South, Range 24 East, known as Myerlee Golf Course and otherwise described as follows:

Starting at the Northeast corner of aforesaid Section 28; thence S 0° 16' 12" E along the East line of aforesaid Section 28 a distance of 50.0 feet to a point and the principal place of beginning; thence S 89° 54' 00" W a distance of 150.0 feet; thence S 0° 16' 12" E a distance of 140.0 feet; thence S 89° 54' 00" W a distance of 190.0 feet; thence S 0° 16' 12" E a distance of 659.90 feet; thence S 89° 43' 48" W a distance of 480.0 feet; thence S 0° 16' 12" E a distance of 110.0 feet; thence by a curve deflecting to the right a distance of 608.98 feet, said curve having a radius of 720.0 feet and a chord that bears N 66° 02' 26" W a distance of 590.99 feet; thence by a curve deflecting to the left a distance of 189.73 feet, said curve having a radius of 410.0 feet and a chord that bears N 55° 04' 08" W a distance of 188.04 feet; thence S 21° 40' 26" W a distance of 130.0 feet; thence N 68° 19' 34" W a distance of 205.0 feet; thence N 37° 46' 49" W a distance of 255.79 feet; thence N 68° 19' 34" W a distance of 753.07 feet; thence N 0° 08' 25" W a distance of 175.34 feet to the North line of aforesaid Section 28; thence S 89° 54' 00" W along the North line of aforesaid Section 28 a distance of 50.07 feet to the Northwest corner of the of the Northeast quarter of aforesaid Section 28; thence S 0° 08' 25" E a distance of 941.57 feet; thence N 89° 51' 35" E a distance of 484.27 feet; thence S 68° 19' 34" E a distance of 400.0 feet; thence S 0° 25' 29" W a distance of 96.56 feet; thence S 68° 19' 34" E a distance of 64.33 feet; thence N 89° 52' 20" E a distance of 242.34 feet; thence S 68° 19' 34" E a distance of 1134.40 feet; thence S 21° 42' 06" E a distance of 359.94 feet;

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thence S 0° 08' 25" E a distance of 433.77 feet; thence N 88° 59' 45" E a distance of 168.52 feet; thence S 0° 16' 12" E a distance of 150.0 feet; thence N 88° 59' 45" E a distance of 150.0 feet; thence S 89° 30' 45" E a distance of 30.0 feet; thence N 0° 16' 12" W a distance of 125.0 feet; thence S 89° 30' 45" E a distance of 231.66 feet; thence N 0° 29' 15" E a distance of 375.0 feet; thence S 89° 30' 45" E a distance of 350.0 feet; thence N 49° 18' 05" E a distance of 106.30 feet; thence N 0° 29' 15" E a distance of 72.73 feet; thence S 68° 19' 34" E a distance of 117.97 feet; thence N 22° 14' 45" E a distance of 124.0 feet; thence N 68° 19' 34" W a distance of 200.0 feet; thence N 10° 50' 51" W a distance of 366.29 feet; thence S 79° 09'09" W a distance of 267.14 feet; thence N 0° 16' 12" W a distance of 1263.27 feet; thence S 89° 54' 45" W a distance of 310.0 feet; thence N 0° 16' 12" W a distance of 140.0 feet; thence S 89° 54' 45" W a distance of 30.0 feet to the place of beginning, and;

6. A part of Sections 27 and 28, Township 45 South, Range 24 East, known as Myerlee Country Club Boulevard and otherwise described as follows:

Beginning at the Northwest corner of Section 27; thence N 89° 54' 45" E along the North line of aforesaid Section 27 a distance of 1747.53 feet to the westerly right-of-way line of Winkler Road (100 feet wide); thence S 0° 36' 35" W along the westerly right-of-way line of Winkler Road a distance of 50.0 feet; thence S 89° 54' 45" W a distance of 1746.76 feet to the West line of aforesaid Section 27; thence S 89° 54' W a distance of 450.00 feet; thence S 0° 16' 12" E a distance of 800.22 feet; thence S 89° 43' 48" W a distance of 370.0 feet; thence by a curve deflecting to the right a distance of 515.94 feet, said curve having a radius of 610.00 feet and a chord that bears N 66° 02' 26" W a distance of 500.68 feet; thence by a curve deflecting to the left a distance of 240.64 feet, said curve having a radius of 520.0 feet and a chord that bears N 55° 04' 08" W a distance of 238.50 feet; thence N 68° 19' 34" W a distance of 1114.78 feet; thence N 0° 08' 25" W a distance of 91.77 feet; thence N 89° 54' E a distance of 100.0 feet; thence S 0° 08' 25" E a distance of 67.11 feet; thence S 68° 19' 34" E a distance of 1031.09 feet; thence by a curve deflecting to the right a distance of 268.40 feet, said curve having a radius of 580.0 feet and a chord that bears S 55° 04' 08" E a distance of 266.01 feet; thence by a curve deflecting to the left a distance of 465.19 feet, said curve having a radius of 550.0 feet and a chord that bears S 66° 02' 26" E a distance of 451.43 feet; thence N 89° 43' 48" E a distance of 270.0 feet; thence N 0° 16' 12" W a distance of 790.52 feet to the North line of aforesaid Section 28; thence N 89° 54" E along the North line of aforesaid Section 28 a distance of 550.0 feet to the Northwest corner of aforesaid Section 27 and the point of beginning.

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DECLARATION OF CONDOMINIUM

OF

MYEPLEE CIRCLE CONDOMINIUM

Fort Myers, Florida

L & M DEVELOPMENT CORP., a Florida corporation, herein called the Owner, to its grantees and assigns and their heirs, successors and assigns hereby makes this Declaration of Condominium:

Wherein the Owner makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, 1971, herein called the Condominium Act.

A. Name and Address: The name of the condominium is "YERLEE CIRCLE CONDOMINIUM and the name of the condominium association herein formed shall be "YERLEE CIRCLE CONDOMINIUM". The initial business address of the Association will be: c/o L & M Development Corp., 6744 Winkler Road, Fort Myers, Florida. This Association shall exist, without incorporation, as a legal entity pursuant to Chapter 711, Florida Statutes, 1971.

B. The land: The lands hereby submitted to the condominium form of ownership are:

A part of Section 28, Township 45 South, Range 24 East: Starting at the Northeast corner of aforesaid Section 28; thence S 89° 54' W along the North line of aforesaid Section 28 a distance of 550.00 feet to a point and the principal place of beginning; thence continuing S 89° 54' W a distance of 1855.26 feet; thence S 0° 08' 25" E a distance of 72.10 feet; thence S 63° 10' 34" E a distance of 1031.08 feet; thence by a curve deflecting to the right a distance of 268.40 feet, said curve having a radius of 580 feet and a chord that bears S 55° 04' 08" E a distance of 226.01 feet; thence by a curve deflecting to the left a distance of 405.19 feet, said curve having a radius of 550 feet and a chord that bears S 66° 02' 26" E a distance of 451.45 feet; thence N 89° 43' 43" E a distance of 270.00 feet; thence N 0° 16' 17" W a distance of 700.52 feet to the place of beginning.

C. Plan of Development:

(1) The condominium consists of a total of fifty buildings containing two apartments each for a total of 100 resident units. In addition, there shall be a swimming pool, a recreation building, and a maintenance building, all as shown on Exhibit "B," the Architect's plans. Owner grants an easement of ingress and egress to all subsequent purchasers over the roadway shown as "YERLEE COUNTRY CLUB BOULEVARD," as shown on Exhibit "B." Owner reserves the right, however, to dedicate said roadway to public use at a future date.

(2) It is contemplated as of the time of preparing this Declaration of Condominium and the By-Laws hereto, that some of the family units are to be paid for by the placing of a mortgage upon them through or by a financing institution both as to original purchases and future resales. Whenever a mortgage has been so placed upon a family unit the "Owner-Developer," as to original sales, and the Association, as to future resales, agree to notify the mortgagee of any default prior to the bringing or instituting of any action upon the breach or cancellation of the contract of sale. The sending of such

FREY, ALOIA & DUFFY

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

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notice to the mortgagee shall be a condition precedent to the beginning of any such legal action involving a family unit encumbered by a mortgage.

2. DEFINITIONS. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Apartment: A part of the apartment buildings capable of independent use, including one or more rooms or enclosed spaces, as well as open spaces, and which is separately described on the Architect's Plans as "Apartment" followed by a letter and a number. The word "Apartment" may also include the appurtenances thereto which are elsewhere described.

B. Apartment Buildings: Means the buildings containing the apartments and located on the land.

C. Apartment Owner: The person or persons owning an apartment in fee simple.

D. Apartment Number: Means the number, letter or combination thereof or other designation which is established of record in a condominium deed as an identification of an apartment.

E. Assessment: Means an apartment owner's prorata share of the common expenses which from time to time is assessed against an apartment owner by the Association in the manner herein provided.

F. Association: Means the MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, and its successors through which all of the apartment owners act as a group in accordance with this declaration and the other condominium documents.

G. Common Areas: Means portions of the land not occupied by the apartment buildings, and portions of the apartment buildings which are occupied or used by more than one apartment owner.

H. Common Elements: Includes within its meaning the following items:

(1) The land.

(2) All parts of an apartment building not included within the apartments.

(3) All improvements not included within the apartments.

(4) Easements.

(5) Installations for the furnishing of utility services to more than one apartment, such as electric power, hot and cold water, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

(6) The personal property and installations in connection therewith required for the furnishing of services to more than one apartment, and the tangible personal property required for the maintenance and operation of the condominium property.

(7) All other portions of the property which are rationally of common use or necessity to the existence, upkeep and safety of the condominium.

I. Common Expenses: Means and includes:

(1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments which are the responsibility of the Association.

(2) Expenses agreed upon as common expenses by the Association, or those declared to be common expenses by provisions of this declaration or other condominium documents.

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(3) Any valid charge against the condomin as a whole.

J. Common Surplus: Means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of the common expenses, and those funds budgeted for improvements and recurring major expenses.

K. Condominium Property: Means and includes the land, apartment buildings, and the apartments therein, all improvements and structures upon the land and all easements, rights and appurtenances belonging thereto, and all acticles of personal property intended for use in connection therewith which have been or are intended to be submitted to the provisions of this declaration.

L. Majority: or "Majority of Apartment Owners" means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

M. Person: Means an individual, corporation, trustee or other legal entity capable of holding title to real property.

N. Condominium Documents: Means this declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All other condominium documents shall be subject to the provisions of this declaration. The exhibits annexed hereto as constituted and as the same from time to time may be amended, are:

Exhibit "A" The By-Laws of the MYERLEE CIRCLE CONDOMINIUM ASSOCIATION.

Exhibit "B" The "Architect's Plans:" The site plan and floor plans showing individual apartment plans and showing numbers, elevation and necessary construction details prepared by Frank Memoli, A.I.A. - C.S.I., Registered Architect No. 5462, State of Florida.

Exhibit "C" Purchasers deed form by which "Owner" will use to convey the condominium apartments to initial purchasers and recommended for use in future resales.

Exhibit "D" Survey of Condominium property prepared by Howell F. Davis, Registered Land Surveyor, No. 1884, State of Florida.

3. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

A. Real Property - Each apartment, together with the space within it as shown on the "Architect's Plans" and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration.

B. Boundaries - Each apartment shall be bounded as to both horizontal and vertical boundaries as shown on the "Architect's Plans," subject to such encroachments as are contained in the buildings, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, re-construction or alterations. Said boundaries are intended to be as follows, and shall be determined in the following manner:

(1) Horizontal Boundaries: The upper and lower boundaries of the apartment shall be:

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(a) Upper boundary: The plane of the under surfaces of the ceiling joists and the chords of the roof trusses which serve as ceiling joists.

(b) Lower boundaries: The plane of the upper surfaces of the concrete floor slabs.

(2) Vertical Boundaries - The vertical boundaries of the apartment shall be:

(a) Exterior boundaries - The exterior of the outside walls of the apartment building except where there is attached to or in existence as a part of the building a porch, terrace or other portion of the building serving only the apartment being bounded, in which event the boundaries shall be such as will include all such structures.

(b) Between apartments joined by a common wall - the plane formed by the center line of such wall between the apartments.

(c) Between apartments and other common use areas - The plane formed by the exterior of the apartment wall between the apartment and common use areas.

C. Exclusive Use - Each apartment owner shall have the exclusive use of his apartment.

D. Appurtenances - The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include but not be limited to:

(1) Common elements - an undivided share of the common elements, such undivided share to be that portion set forth in Exhibit "B," "Architect's Plans."

(2) Easements - for the benefit of the apartment.

(3) Association membership and interests in funds and assets held by the Association.

(4) Provided, however, that such appurtenances shall be subject to the easements for the benefit of other apartments and the Association.

E. Easement to air space - The appurtenances shall include an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time, and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Cross easements - The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association.

(1) Ingress and egress - Easements through the common areas for ingress and egress.

(2) Maintenance, repair and replacement - Easements through the apartments and common elements for maintenance, repair and replacement of the apartments and common elements. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

(3) Utilities - Easements through the apartments and other common areas for conduits, ducts, plumbing, wiring and other facilities for

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the furnishing of utility services to other apartments and the common elements provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owner.

G. Maintenance - The responsibility for the maintenance of an apartment shall be as follows:

(1) By the Association - The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of the apartment, except interior wall surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(c) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(2) By the apartment owner - The responsibility of the apartment owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment buildings without approval by the Board of Governors.

(c) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

H. Alteration and improvement - No apartment owner shall make any alterations in the portions of the apartment and apartment buildings which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment buildings, or impair any easement, without first obtaining the approval of the Board of Governors of the Association and three-fourths of the owners of all apartments.

I. Common elements - The ownership and use of the common elements shall be governed by the following provisions:

(1) Shares of apartment owners - The shares of apartment owners in the common elements as stated in this declaration may be altered only by amendment of the declaration executed by all of the owners of the shares concerned. No such change shall affect the lien of any prior recorded mortgages.

(2) Appurtenant to apartments - The shares of an apartment owner in the common elements are appurtenant to the apartment owned by him. None of the appurtenances may be separated from the apartment to which they pertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the apartment whether or not expressly mentioned or described in a conveyance or other instrument describing the apartment.

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(3) Covenant against partition - In order to preserve the condominium the common elements shall remain undivided and no apartment owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common elements so long as the apartment buildings in useful condition exist upon the land.

(4) Non-exclusive possession - Each apartment owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other apartment owners.

(5) Maintenance and operation - The maintenance and operation of the common elements shall be the responsibility and the expense of the Association; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith and he shall be reimbursed for his expense by the Association when approved by its board.

(6) Alteration and improvement - There shall be no alteration of the apartment buildings and existing improvements, nor further improvement of the parcel upon which the buildings are located without prior approval in writing of all of the owners thereof and the Board of Governors of the Association; provided, however, any alteration or improvement of the common elements bearing the approval in writing of not less than 75% of the apartment owners, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

4. ASSESSMENTS - Assessments against the apartment owners shall be made or approved by the Board of Governors of the Association and paid by the apartment owners to the Association in accordance with the following provisions:

A. Share of expense - common expenses and common surplus - Each apartment owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each apartment owner in shares equivalent to those percentages shown on Exhibit "B," "Architect's Plans," subject to provisions of paragraph 3I(1). An apartment owners' share shall pass with the sale or conveyance by the owner as described in 3I(2).

B. Assessments other than common expenses - Any assessments, the authority to levy which is granted to the Association or its Board of Governors by the condominium documents, shall be paid by the apartment owners to the Association in the proportions set forth in the provision of the condominium documents authorizing the assessment.

C. Accounts - All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the apartment owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Typical accounts for such purposes may be:

(1) Common expense account - to which may be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of common elements.

(2) Alteration and improvement account - to which may be credited all sums collected for alteration and improvement assessments.

(3) Emergency account - to which may be credited all sums collected for emergencies.

D. Assessments for recurring expenses - Assessments for recurring expense for such expense accounts shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unneeded fund balances credited to that account. Assessments for recurring expense shall be made for the calendar year annually in advance on December 20th preceding

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the year for which the assessments are made. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. The total of the assessments for recurring expense items shall not be more than 115% of the assessments for this purpose for the prior year unless approved in writing by not less than 75% of the apartment owners. In the event such an annual assessment proves insufficient, it may be amended at any time after approval in writing of not less than 75% of the apartment owners, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the 1st of every month thereafter during the year for which the assessment is made.

E. Assessments for emergencies - Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of 75% of such apartment owners concerned, the assessment shall become effective and it shall be due after 30 days' notice thereof in such manner as the Board of Governors of the Association may require.

F. Assessment roll - The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection at all reasonable times by apartment owners. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes and the amounts paid and unpaid of all assessments.

G. Liability for Assessments - An apartment owner shall be liable for all assessments coming due while he is the owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

H. Lien for assessments - The unpaid portion of an assessment which is due shall be secured by a lien upon:

(1) The apartment, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the public records of Lee County, but which claim of lien shall not be recorded until the payment is unpaid for not less than 30 days after it is due.

(2) All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

(3) Collection.

(a) Interest; application of payments - Assessments and installments thereon paid on or before 30 days after the date when due shall not bear interest, but all sums not paid on or before 30 days after the date when due shall bear interest at the rate of 8% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(b) Suit - The Association, may enforce collection of delinquent assessments accounts by suit at law or by foreclosure of liens securing the assessments, or by any other competent proceeding. In either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment together with interest thereon at the rate of 8% per annum and all costs incident to the collection and the proceeding, including reasonable attorney fees. In any foreclosure action the lien of the Association shall be subordinate and inferior to any mortgage liens of record encumbering such apartment. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

5. ADMINISTRATION - The administration of the condominium, including but not limited to the acts required of the Association by the condominium documents, the maintenance, repair and operation of the common elements, and the

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maintenance and repair of all portions of apartments required to be maintained by the Association, shall be the responsibility of the Association and shall be governed by the following provisions:

A. The By-Laws of the Association in the form attached as Exhibit "A" until such are amended in the manner provided by the By-Laws.

B. The duties and powers of the Association as set forth in these condominium documents, together with those reasonably implied to effect the purposes of the Association and condominium and those permitted by Chapter 711, Florida Statutes, 1971. Such powers and duties shall be exercised in the manner provided by these condominium documents.

C. Limitation of liability - Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

D. Trust - All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the apartment owners and for the purposes herein stated.

6. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. Authority to purchase - All insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the apartment owners and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the apartments or any of them and if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against apartment owners, the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms thereof, and hereof.

B. Apartment owners - Each apartment owner may obtain insurance at his own expense, affording coverage upon his personal property, personal liability, owner or mortgagee title insurance, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article A hereof (if same is available).

C. Coverage:

(1) Casualty - The building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations, walks, roads and parking areas), as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement.

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to vandalism, malicious mischief, windstorm and water damage.

(2) Public Liability and property damage in such amounts and in such forms as shall be required by the Association.

(3) Workmen's Compensation policy to meet the requirements of law.

(4) All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

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D. Premiums - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

E. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to The First National Bank of Fort Myers, Fort Myers, Florida, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Association. Such trustee or any other bank acting as such, is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the apartment owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements - Proceeds on account of damage to common elements - that undivided share for each apartment owner and his mortgagee, if any, which is set forth in Exhibit "B."

(2) Apartments - Proceeds on account of apartments shall be held in the following undivided shares:

(a) partial destruction when the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each damaged apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Apartment Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(b) Total destruction of the building or where the building is not to be restored - for all apartment owners, the share of each being that share set forth in Exhibit "B."

(3) Mortgagees - In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear.

F. Distribution of Proceeds - Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, after first paying or making provision for the payment of the expense of the Insurance Trustee, in the following manner:

(1) Reconstruction or repair - if the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(2) Failure to reconstruct or repair - If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee or an apartment and may be enforced by him.

(3) Certificate - In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

7. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

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A. If any part of the common elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

(1) Partial destruction, which shall be deemed to mean destruction which does not render one-half or more of the apartments untenantable - shall be reconstructed or repaired unless at a meeting of the members of the Association, which shall be called prior to commencement of such reconstruction or repair, this Declaration is terminated.

(2) Total destruction, which shall be deemed to mean destruction which does render one-half or more of the apartments untenantable, shall not be reconstructed or repaired unless at a meeting which shall be called within 90 days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 20 days thereafter, apartment owners who, in the aggregate, own 75% or more of the apartments vote in favor of such reconstruction or repair.

(3) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications now in existence. The Insurance Trustee may rely upon a certificate by the Association as to whether the damaged property is to be reconstructed or repaired, and such certificate shall be furnished upon a request by the Insurance Trustee.

(4) Encroachments upon or in favor of apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the apartment owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

B. Responsibility - If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(1) Estimate of costs - Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Governors desires.

(2) Assessments - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the apartment owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

(3) Construction funds - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association - If the amount of the estimated costs of reconstruction and repair exceed the total of the annual asssessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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(b) Insurance Proceeds - The proceeds of insurance collected on account of a casualty and those sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in the payment of the cost of reconstruction and repair in the following manner:

(.1) Apartment owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amount and at such times as the apartment owner may direct, or if there is a mortgagee endorsement, then to such payees as the apartment owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the apartment owner to make such reconstruction or repair.

(.2) Association - lesser damage - If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request of the mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(.3) Association - major damage - If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Governors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(.4) Surplus - It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the apartment owners and their mortgagees who are the beneficial owners of the fund.

(.5) When the damage is to both common elements and apartments, the insurance proceeds shall be applied first to the costs of repairing the common elements and the balance to the apartments.

(4) Insurance adjustments - Each apartment owner shall be deemed to have delegated to the Board of Governors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one apartment, subject to the rights of mortgagees of such apartment owners.

8. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences - The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. A relative of the owner or of his lawful spouse, related by blood within the second degree, may be considered as a member of the family of the owner. Children under the age of 12 years are not permitted as permanent residents or as guests for periods in excess of 60 days.

B. Nuisances - No nuisances shall be allowed upon the condominium property, nor any use or practice which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. Only original purchasers may retain their four-legged pets but no replacements shall be permitted and subsequent purchasers shall not be permitted to have such pets.

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C. Lawful use - No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

D. Leasing - Entire apartments only may be rented with approval of the Association, provided the occupancy is only by the lessee and his family. No rooms may be rented and no transient tenants accommodated. All leases must be in writing and a copy furnished the Board of Governors prior to occupancy by the tenant.

E. Regulations - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Governors of the Association. Copies of such regulations and amendments thereto shall be furnished to all apartment owners and residents of the condominium.

9. CONVEYANCES - In order to assure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner shall be subject to the following provisions so long as any apartment building in useful condition exists upon the land:

A. Sale or lease - No apartment owner may dispose of an apartment or any interest therein by sale nor by lease (as authorized by paragraph 8B), without approval by the Association, expressed through the Board of Governors. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all persons expected to be the prospective occupants of that apartment. The approval of the Association shall be obtained in the manner hereinafter provided:

(1) Notice to Association - An apartment owner intending to make a bona fide sale or a bona fide lease of any interest therein shall give notice to the Association of such intention together with the name and address of the intended purchaser or lessee, a copy of the sales agreement or lease and such other information as the Association may reasonably require, and the terms of the proposed transaction.

(2) Election of Association - Within 15 days after receipt of such notice and the information required the Association must either approve the transaction or, if the notice given by the apartment owner shall so demand, furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, to whom the apartment owner must sell.

(3) Exceptions - The restrictive provisions as to sales and leases under this section shall not apply to family units owned by institutional mortgage lenders such as banks and savings and loan associations.

B. Mortgage - No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

C. Liens -

(1) Protection of property - All liens against an apartment other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before becoming delinquent.

(2) Notice of lien - An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(3) Notice of suit - An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to

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his apartment, such notice to be given within five days after the apartment owner receives knowledge thereof.

(4) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

D. Judicial Sales - No judicial sale of an apartment nor any interest therein shall be valid unless:

(1) Approval of Association - The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the public records of Lee County, Florida; or

(2) Unauthorized transactions - Any sale, mortgage or lease which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

E. Exceptions - The foregoing provisions of this section entitled "Conveyances" shall not apply to a conveyance, transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a conveyance, transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title.

10. COMPLIANCE AND DEFAULT - Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

A. Legal proceedings - Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

B. Negligence - An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

C. Costs and attorney fees - In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

D. No waiver of rights - The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

11. AMENDMENT - Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

A. Declaration of Condominium - Amendments to the declaration shall be proposed and adopted in the following manner:

(1) Notice - Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of which a proposed amendment is considered.

(2) Resolution - A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by the

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apartment owners meeting as members of the Association. After being proposed and approved by one of such bodies it must be submitted to all owners for approval. Apartment owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than 75% of the members of the Association.

(3) Recording - A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the public records of Lee County, Florida.

B. Association By-Laws - The By-Laws of the Association shall be amended in the manner provided by such documents. Such amendments shall become effective upon their being recorded in the public records of Lee County, Florida.

C. Proviso - Provided, however, that no amendment or any condominium document shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent.

12. TERMINATION - The condominium shall be terminated, if at all, in the manner provided by Chapter 711, Florida Statutes (1971), entitled "Condominium Act," as amended.

13. COVENANTS RUNNING WITH THE LAND - All provisions of the condominium documents shall be construed to be convenants running with the land and with every part thereof and interest therein including but not limited to every apartment and the appurtenances thereto; and every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

14. MORTGAGE FORECLOSURE - In the event proceedings are instituted to foreclose any mortgage on any apartment, the Association on behalf of one or more apartment owners, shall have the right to redeem from the mortgage for the amount due thereon or to purchase such apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor.

15. POWERS OF ASSOCIATION - The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers permitted and not prohibited to it by the laws of the State of Florida and of the United States, and which are not in conflict with the terms of the condominium documents.

B. The Association's powers shall include but not be limited by the following:

(1) To make and collect assessments against members to defray the costs of the condominium.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) The maintenance, repair, replacement and operation of the condominium property.

(4) The reconstruction of improvements after casualty and the further improvement of the property.

(5) To make and amend regulations respecting the use of the property in the condominium.

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(6) To approve or disapprove of proposed purchasers, lessees and mortgagees of apartments.

(7) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(8) To designate and assign specific portions of the common areas as parking spaces for exclusive use by each apartment owner.

(9) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

(10) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the property.

16. RESIDENT AGENT - The Resident Agent of this Association designated to receive service of process is GUY MEMOLI, Apt. S-1, Cypress Lakes Manor South Condominium, 6744 Winkler Drive, Fort Myers, Florida. Should a replacement be designated by the Board of Governors at any time in the future, the name and residence address of the replacement agent must be filed in the office of the Clerk of the Circuit Court in Lee County, Florida.

17. MEMBERS - The qualification of members, the manner of their admission and voting by members shall be as follows:

A. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. Membership in the Association shall be established by the recording in the public records of Lee County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a true or conformed copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartments in the condominium.

D. Voting - There shall be one vote only for each apartment. The manner of voting and those eligible to vote shall be as prescribed by the By-Laws.

18. GOVERNORS

A. The affairs of the Association shall be managed by a Board of Governors. The number shall be determined by the By-Laws, but never less than five nor more than nine.

B. Governors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Governors may be removed and vacancies in the Board of Governors shall be filled in the manner provided by the By-Laws.

C. The names and addresses of the members of the first Board of Governors who shall hold office until their successors are elected and have qualified or until removed are as follows:

GUY MEMOLI, Apt. S-1, Cypress Lakes Manor South Condominium, 6744 Winkler Road, Fort Myers, Florida.
JOSEPH C. ADDERLY, 1714 Cape Coral Parkway, (P.O.Box 535), Cape Coral, Florida.
PHILIP MEMOLI, 7118 N. Brentwood, Fort Myers, Florida.
ALBERT MEMOLI, 7112 N. Brentwood, Fort Myers, Florida.
ROSE MEMOLI, Apt. S-1, Cypress Lakes Manor South Condominium, 6744 Winkler Road, Fort Myers, Florida.

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19. INDEMNIFICATION - Every governor of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a governor of the Association, or any settlement thereof, whether or not he is a governor at the time such expenses are incurred, except in such cases wherein the governor is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Governors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such governor or officer may be entitled.

20. SEVERABILITY - If any provision of this declaration or the exhibits thereto as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this law and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. PROVISIONS PERTAINING TO DEVELOPER - For so long as the developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect:

A. For so long as the developer owns more than six of the total of the designed 60 apartments to be constructed and added to the condominium, the developer shall reserve the right to appoint all of the members of the Board of Governors and such members need not be residents of the condominium.

B. For so long as the developer owns at least two of the total of the designed 60 apartments to be constructed and added to the condominium, but less than seven of the apartments, the developer shall reserve the right to appoint two or the members of the Board of Governors and such members need not be residents of the condominium.

C. The developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made thereon.

D. Proviso - Provided that until the developer has completed and sold all of the apartments, neither the apartment owners, nor the Association or the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale including but not limited to maintenance of a model apartment, the showing of the property and the display of signs.

22. MANAGEMENT - The condominium, land, buildings, improvements and facilities may at developer's option be managed by the developer, its nominees or assigns. Said management shall continue at the option of developer. At such time as developer, its nominees or assigns shall assign its rights of management to the Board of Governors, the board will succeed to all of said rights and responsibilities and developer, its nominees or assigns shall be relieved from further liability hereunder. Management shall at all times be reasonable. The responsibilities of management shall be to perform those duties of operation, maintenance, repair, purchase payment, book and record keeping, notice and regulation as may be required by the governors and permitted by this declaration and its exhibits, and using those funds from assessments as are intended for such purposes.

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered this 4th day of September, A.D., 1972.

(CORPORATE SEAL)

L & M DEVELOPMENT CORP.

Attest:

Philip Memoli, Secretary

By Guy Memoli, President

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STATE OF FLORIDA)
:
COUNTY OF LEE)

REC. 856 PAGE 829

Before me personally appeared GUY MEKOLI and PHILIP MEKOLI, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named L & M DEVELOPMENT CORP., and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 7th day of S. 4. 1972, A.D., 1972.

(NOTARY SEAL)

Notary Public

My Commission expires:

My Commission Expires October 25, 1972

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CONSENT OF MORTGAGEE

THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION of Fort Myers, Florida, a ~~banking~~ corporation organized under the laws of the ~~State of Florida~~ United States of America, called the Mortgagee, the owner and holder of a mortgage upon the following lands in Lee County, Florida:

A part of Section 28, Township 45 South, Range 24 East:

Starting at the Northeast corner of aforesaid Section 28; thence S 89° 54' W along the North line of aforesaid Section 28 a distance of 550.00 feet to a point and the principal place of beginning; thence continuing S 89° 54' W a distance of 1855.26 feet; thence S 0° 08' 25" E a distance of 72.10 feet; thence S 68° 19' 34" E a distance of 1031.08 feet; thence by a curve deflecting to the right a distance of 268.40 feet, said curve having a radius of 580 feet and a chord that bears S 55° 04' 08" E a distance of 226.01 feet; thence by a curve deflecting to the left a distance of 465.19 feet, said curve having a radius of 550 feet and a chord that bears S 66° 02' 26" E a distance of 451.45 feet; thence N 89° 43' 48" E a distance of 270.00 feet; thence N 0° 16' 12" W a distance of 790.52 feet to the place of beginning.

which mortgage is dated February 9, 1972, and is recorded in O. R. Book 779, Page 178, of the public records of Lee County, Florida, hereby consents to the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of its mortgage shall be upon

All of the apartments of MYERLEE CIRCLE CONDOMINIUM, according to the Declaration of Condominium,

TOGETHER WITH all of the appurtenances to the apartments including but not limited to all of the undivided shares in the common elements, insofar as the above set out legal description is concerned. This consent in no way affects, diminishes or impairs the lien of the said mortgage upon other lands described in said mortgage.

Dated this 7th day of September, 1972.

THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION of Fort Myers, Florida.

By W. T. Howard
W. T. Howard, President

(CORPORATE SEAL)

Signed, Sealed & Delivered in the Presence of:

Lloyd V. Hendry

Elizabeth A. Lee

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STATE OF FLORIDA)
:
COUNTY OF LEE)

Before me personally appeared W. T. Howard, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Fort Myers, Florida, a corporation organized under the laws of the United States of America, and acknowledged to and before me that he executed such instrument as such President of THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Fort Myers, Florida, and that the seal affixed to the foregoing instrument is the seal of the said corporation and that it was affixed to said instrument by due and regular authority, and that the said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 7th day of September, 1972.

(NOTARY SEAL)

Elizabeth A. Ross
Notary Public

My Commission expires:
ELIZABETH A. ROSS
Notary Public, State of Florida at Large
My Commission Expires June 19, 1974

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EXHIBIT "A"

BY-LAWS

of

MYERLEE CIRCLE CONDOMINIUM ASSOCIATION

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1. IDENTITY - These are the By-Laws of MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, an Association organized pursuant to Chapter 711, Laws of Florida, 1971, herein called the Condominium Act, for the purpose of administering MYERLEE CIRCLE, located at Fort Myers, Florida, upon the lands described in the Declaration of Condominium on file in the Lee County public records.

A. Office - The office of the Association shall be c/o L & M DEVELOPMENT CORP., 6744 Winkler Road, Fort Myers, Florida.

B. Fiscal Year - The fiscal year of the Association shall be the calendar year.

C. Seal - The seal of the Association shall bear the name of the Association, the word "Florida," and year of establishment.

2. MEMBERS' MEETINGS -

A. The annual members' meeting shall be held at Fort Myers, Florida, or such other place in Lee County, Florida, as the majority of the Board of Governors shall specify in written notice to the Apartment Owners, at 8:00 P.M. on the third Monday in January of each year for the purpose of electing governors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

B. Special members' meetings shall be held whenever called by a majority of the Board of Governors, and must be called by such officers upon receipt of a written request of a majority of the Apartment Owners.

C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the Chairman, Vice-Chairman or Secretary unless waived in writing. Such notice shall be in writing to each member as his address appears on the books of the Association and shall be mailed not less than 15 days nor more than 60 days prior to the date of the meeting.

D. A quorum at members' meetings shall consist of persons either in person or represented by proxy, who are entitled to cast a majority of the votes of the entire membership, although less than a quorum may adjourn the meeting to a future time.

E. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies - Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the secretary before the appointed time for the meeting.

G. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

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H. Adjourned meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from ti.. to time until a quorum is present.

I. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

(1) Calling of the roll and certifying of proxies.
(2) Proof of notice of meeting or waiver of notice.
(3) Reading and disposal of any unapproved minutes.
(4) Reports of governors.
(5) Reports of committees.
(6) Election of governors.
(7) Unfinished business.
(8) New business.
(9) Adjournment.

3. BOARD OF GOVERNORS

A. Membership - The affairs of the Association shall be managed initially by a board of five governors. Only owners who are bona fide residents of Lee County, Florida, are eligible for election as a governor, and the loss of this distinction shall automatically operate as his resignation. This provision is subject, however, to the exceptions stated in paragraph 21 of the Declaration of Condominium.

B. Designation of Governors - shall be in the following manner:

(1) Members of the Board of Governors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board of Governors occurring between annual meetings of members shall be filled by the remaining governors.

C. The term of each governor's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified.

D. The organization meeting of a newly elected Board of Governors shall be held within 10 days following the adjournment of the annual meeting of the owners, at such place as shall be fixed by the governors at the meeting at which they were elected.

E. Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time, by a majority of the governors. Notice of regular meetings shall be given to each governor personally or by mail, telephone or telegraphy, at least five days prior to the day named for such meeting.

F. Special meetings of the governors may be called by the Chairman, and in his absence, by the Vice-Chairman, or by a majority of the Board of Governors, and must be called by the Secretary at the written request of any two of the governors. Not less than ten days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. A quorum at governors' meetings shall consist of a majority of the entire Board of Governors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a governor in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such governor for the purpose of determining a quorum.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

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H. The presiding officer of governors' meetings shall be the Chairman of the Board of Governors is such an officer has been elected ; and if none, then the Vice-Chairman shall preside. In the absence of the presiding officer the governors present shall designate one of their number to preside.

4. POWERS AND DUTIES OF THE BOARD OF GOVERNORS - All of the powers and duties of the Association existing under the condominium act, the Declaration of Condominium, and these By-Laws shall be exercised exclusively by the Board of Governors, its agents, contractors, or employees subject only to the approval by apartment owners when such is specifically required. Such powers and duties of the governors shall include but shall not be limited to the following:

A. To make and collect assessments against members to defray the costs of the condominium.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. The maintenance, repair, replacement and operation of the condominium property.

D. The reconstruction of improvements after casualty and the further improvement of the property.

E. To make and amend regulations respecting the use of the property in the condominium.

F. To approve or disapprove proposed purchasers' mortgagees of apartments in the manner provided by the condominium documents.

G. To enforce by legal means the provisions of the condominium act, the condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

H. To designate and assign specific portions of the common areas as parking spaces for exclusive use by each apartment owner.

I. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

J. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

K. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities as to the common areas, common elements and property owned by the Association.

L. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

M. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5. OFFICERS -

A. The executive officers of the Association shall be the Chairman, a Vice-Chairman, a Secretary and a Treasurer, and such other officers and assistants as may from time to time be deemed necessary, all of whom shall be elected annually by the Board of Governors and who may be peremptorily removed by vote of the governors at any meeting. No person may hold more than one office. The Chairman and Vice-Chairman must be governors. The Board of Governors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association. The offices of the Secretary and Treasurer may be combined into one office to be served by one person.

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B. The Chairman shall be the chief executive officer of the Association and preside at all Board of Governors' and owners' meetings. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. The Chairman shall sign all written contracts of the Association.

C. The Vice-Chairman shall in the absence or disability of the Chairman exercise the powers and perform the duties of the Chairman, to include the signing of written contracts of the Association. He shall also generally assist the Chairman and exercise such other powers and perform such other duties as shall be prescribed by the governors.

D. The Secretary shall keep the minutes of all proceedings of the governors and the members. He shall attend to the giving and serving of all notices to the members and governors and other notices required by law. He shall have custody of the seal of the Association and affix same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the governors or the Chairman. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall be head of the Finance Committee and serve as the Director of the Budget; and have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation, if any, of all officers and employees of the Association shall be fixed by the governors. This provision shall not preclude the Board of Governors from employing a governor as an employee of the Association or preclude the contracting with a governor for the management of the condominium.

6. FISCAL MANAGEMENT - The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

A. Assessment roll - The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

(1) The Board of Governors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balance on hand, if any. Copies of the budget and proposed assessments shall be transmitted to each apartment owner on or before December 15th in the year preceding that for which the budget is proposed. If the budget is substantially amended before the assessments are made, a copy of the amended budget shall be furnished.

B. The depository of the Association shall be either a national or state bank in Lee County, Florida, as designated from time to time by the governors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the Treasurer and counter-signed by the Chairman, Vice-Chairman, or such other persons as are authorized by the governors.

C. An audit review of the accounts of the Association shall be made annually by a certified public accountant or a recognized business accounting service located in Lee County, Florida, and a copy of the report shall be furnished to each member not later than March 1st of the year following the year for which the report is made.

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D. Fidelity bonds may be required by the Board of Governors from the Treasurer and any other officers and employees of the Association deemed necessary by the nature of their duties, and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the governors, but shall be at least the amount of total annual assessments against the members for common expenses. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the By-Laws of the Association or with the Statutes of the State of Florida.

8. AMENDMENTS - Amendments to the By-Laws shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Governors and 75% of the votes of the entire membership of the Association. Governors and members not present at the meetings considering the amendment may express their approval in writing.

C. Initiation - An amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of such bodies it must then be submitted for approval by the other.

D. Effective date - An amendment when adopted shall become effective only after being recorded in the public records of Lee County, Florida, as an amendment to the declaration of condominium.

9. REMOVAL OF GOVERNORS: Any governor may be removed by concurrence of two-thirds of the members of the Association at a special meeting of the members called for that purpose. Votes by proxy or by sealed ballot may be cast at such a meeting for members unable to attend in person. Proxies or sealed ballots must be filed with the Chairman or the Secretary prior to the meeting. Any vacancy so created shall be filled by the members of the Association at the same meeting. Votes to fill such a vacancy or vacancies may be cast at such a meeting in person, by proxy or by sealed ballot for members of the Association unable to attend in person, however, proxies or sealed ballots must be filed with the Chairman or the Secretary prior to the meeting.

10. VOTING RIGHTS AT MEMBERS' MEETINGS: When a quorum is present at any meeting of the members, whether general or special, the holders of the majority of the voting rights present in person, or represented by written proxy or sealed ballot filed with the Chairman or Secretary of the Association prior to the meeting, shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Florida Statutes, or elsewhere in the Declaration of Condominium or these By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question. Unless so otherwise stated, each apartment is entitled to one vote at such meetings.

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CONDOMINIUM PLAT BOOK 2 PAGE 247

EXHIBIT "B"

MYERLEE CIRCLE CONDOMINIUM

Fort Myers, Lee County, Florida

Sheet 1 of 5, August 31, 1972

Frank Memoli
A.I.A., C.S.I.
Architect No. 5462
State of Florida

DESCRIPTION OF PROPERTY

A part of Section 28, Township 45 South, Range 24 East:
Starting at the Northeast corner of aforesaid Section 28; thence S 89° 54' W along the North line of aforesaid Section 28 a distance of 550.00 feet to a point and the principal place of beginning; thence continuing S 89° 54' W a distance of 1855.26 feet; thence S 0° 08' 25" E a distance of 72.10 feet; thence S 68° 19' 34" E a distance of 1031.08 feet; thence by a curve deflecting to the right a distance of 268.40 feet, said curve having a radius of 580 feet and a chord that bears S 55° 04' 08" E a distance of 226.01 feet; thence by a curve deflecting to the left a distance of 465.19 feet, said curve having a radius of 550 feet and a chord that bears S 66° 02' 26" E a distance of 451.45 feet; thence N 89° 43' 48" E a distance of 270.00 feet; thence N 0° 16' 12" W a distance of 790.52 feet to the place of beginning.

DESCRIPTION OF COMMON ELEMENTS

The land encompassed by the property description.

All parts of the improvements not included in the Apartments.

Easements through units for conduits, ducts, plumbing and other facilities for the purpose of furnishing utility services to other apartments.

An easement of support in every portion of an apartment which contributes to the support of the building.

Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

The tangible personal property required for the maintenance and operation of the condominium property.

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All other portions of the property which are rationally of common use or necessary to the existence, up-keep and safety of the condominium and such other common elements provided by statute.

All improvements not included within an apartment building.

CERTIFICATION

These Architect's Plans and Exhibits, together with the wording of the declaration are a correct representation of the improvements described, and the identification, location, dimensions and size of the common elements and of each unit can be determined therefrom.

Dated this 7th day of September, 1972.

Frank Memoli

FRANK MEMOLI
A.I.A., C.S.I.
Architect No. 5462
State of Florida

NOTES

These Architect's Plans, insofar as they pertain to structures, are compiled from plans and data prepared by Frank Memoli, the Architect for the project.

Dimensions shown on sheets 1 through 4 for apartment areas include terraces, balconies, canopies or other portion of the building serving only the apartment being bounded; the entire apartment wall where it does not adjoin another apartment and one-half of the apartment wall where it adjoins another apartment.

The upper boundary of the apartments shall be the plane of the under surfaces of the ceiling joists and the chords of the roof trusses which serve as ceiling joists. The lower boundary of the apartments shall be the upper surface of the concrete floor slabs.

Only apartment areas as set forth above are delineated by this plan.

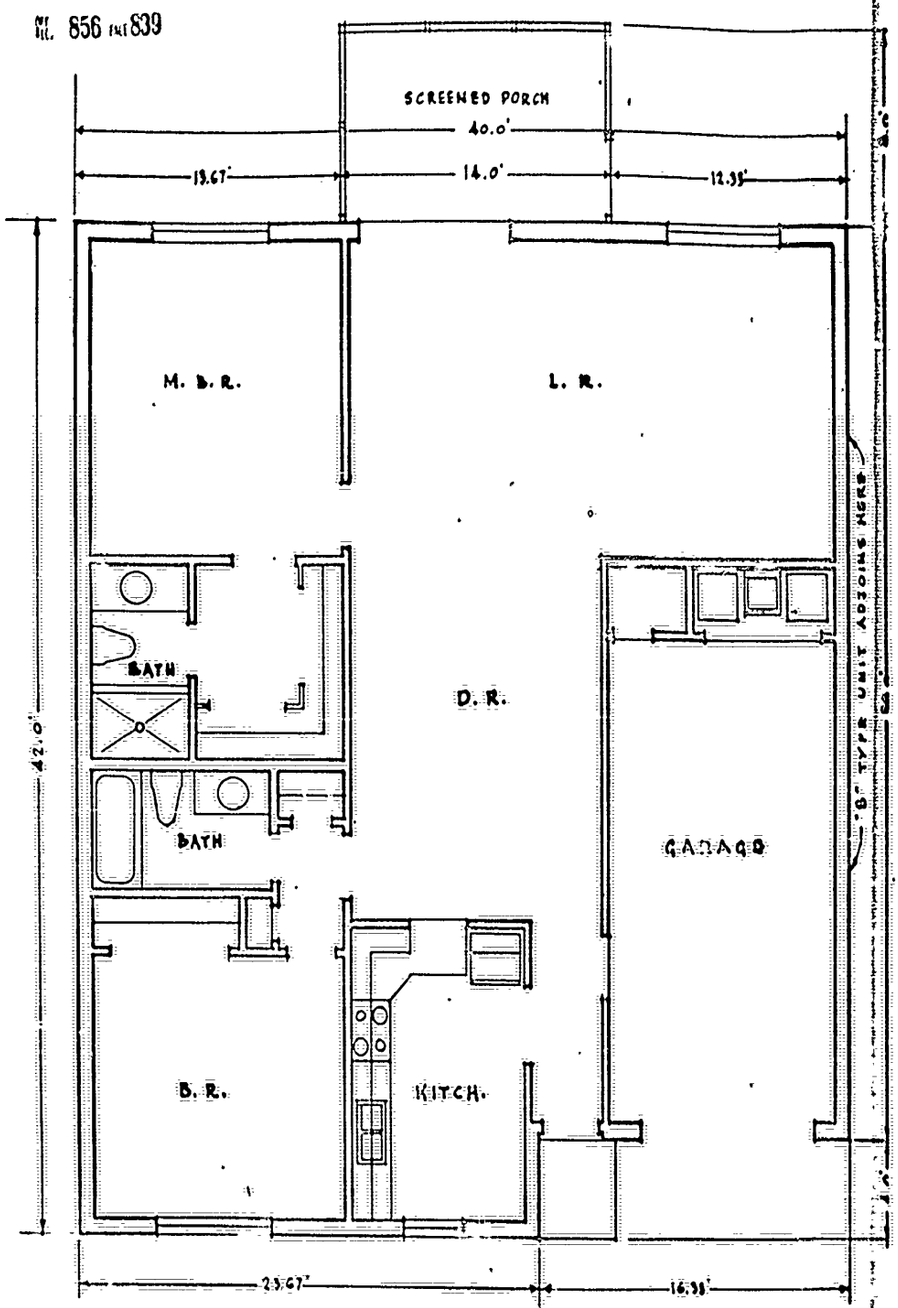
Elevations shown are in feet above mean seal level as determined from bench marks found on or adjacent to the land and as designated on the drawings.

ALL BUILDINGS:

Lower boundary elevation	6.83 feet
Upper boundary elevation	14.83 feet

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PL. 856 FOL 839



"A" TYPE FLOOR PLAN
"B" TYPE : OPPOSITE HAND.

Scale: 1/4 in. = 1 ft.

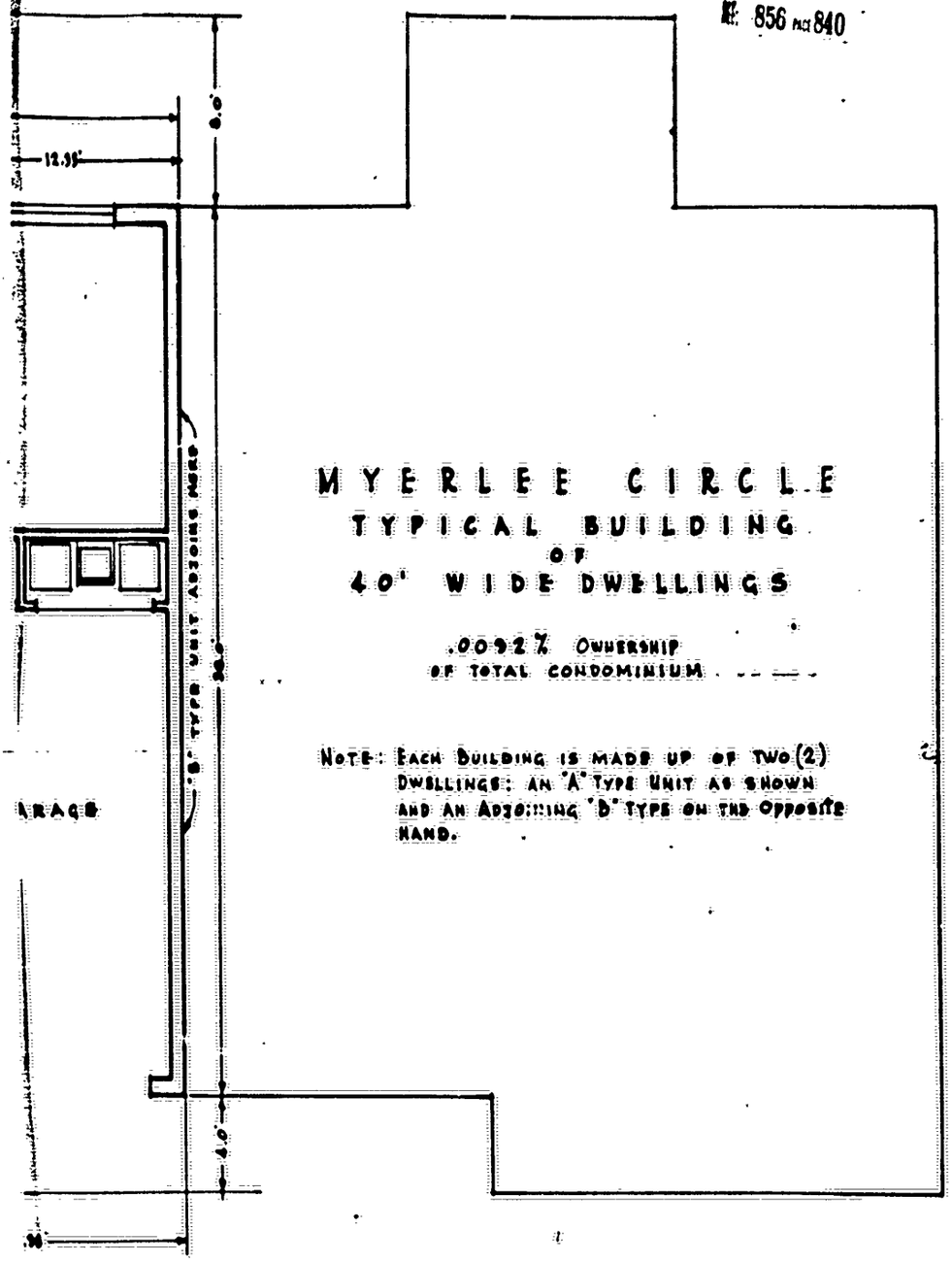
Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Cond. Bk 2 Pg. 247

4B

M.R. 856 PGS 840



MYERLEE CIRCLE

TYPICAL BUILDING OF 40' WIDE DWELLINGS

.0092% OWNERSHIP OF TOTAL CONDOMINIUM

NOTE: EACH BUILDING IS MADE UP OF TWO (2) DWELLINGS: AN 'A' TYPE UNIT AS SHOWN AND AN ADJOINING 'b' TYPE ON THE OPPOSITE HAND.

Scale: in feet

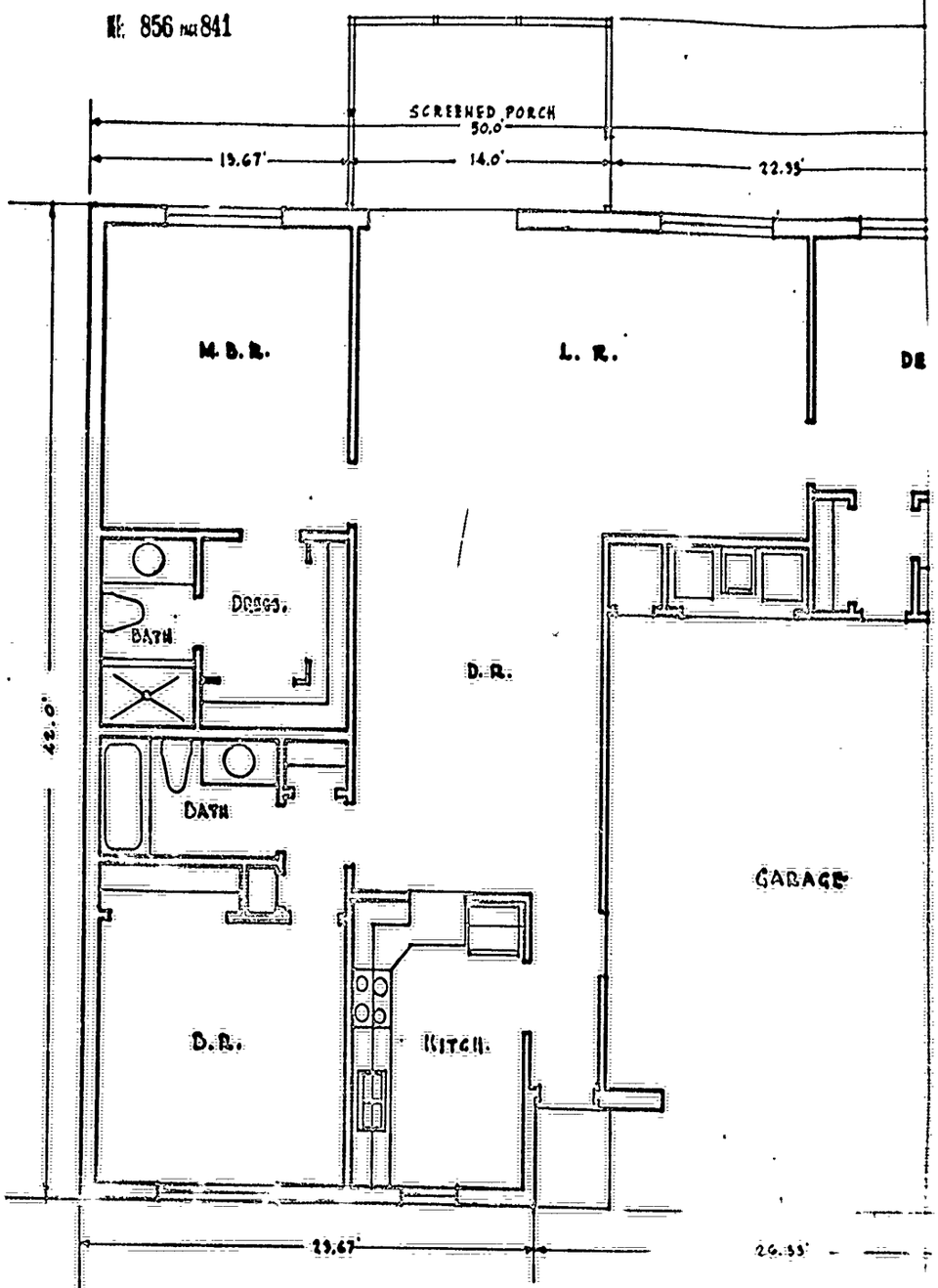
Frank Momoli, A.I.A.
ARCHITECT and PLANNER
FORT MYERS FLORIDA

SHEET NO. 2 OF SHEETS

EXHIBIT B

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Bk. 856 Pg. 841



"A" TYPE FLOOR PLAN
"B" TYPE : OPPOSITE HAND.

0 6
Scale: in feet

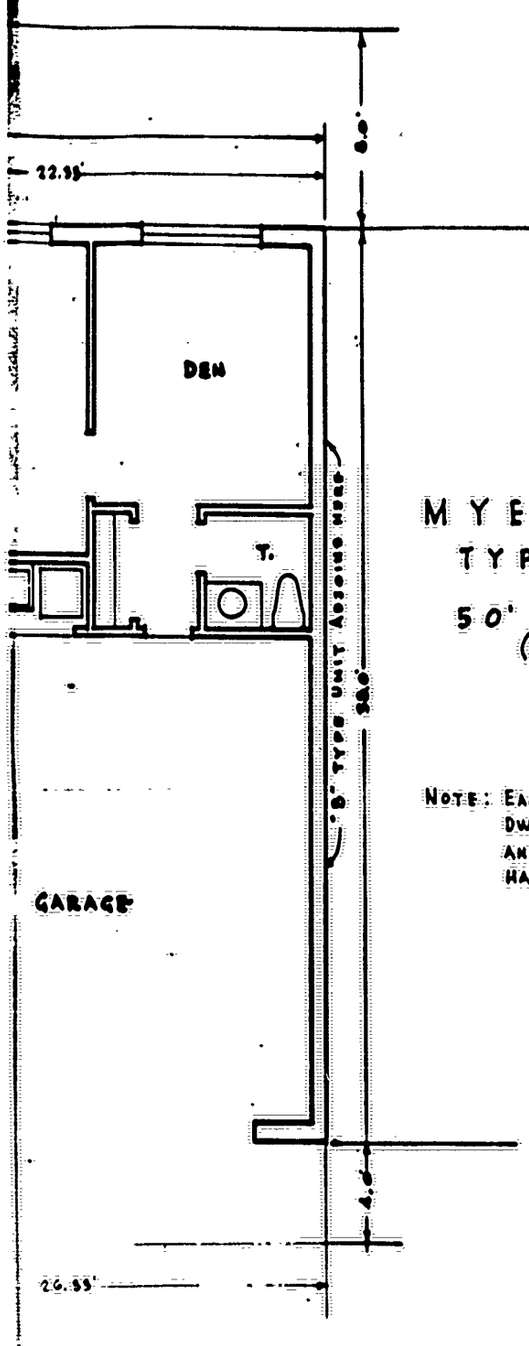
Myerlee 'the planned community' by
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DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Cond. Bk. 2 Pg. 248

48

Rt. 856 incl 842



MYERLEE CIRCLE

TYPICAL BUILDING OF 50' WIDE DWELLINGS (BASIC PLAN)

.0113% OWNERSHIP
OF TOTAL CONDOMINIUM

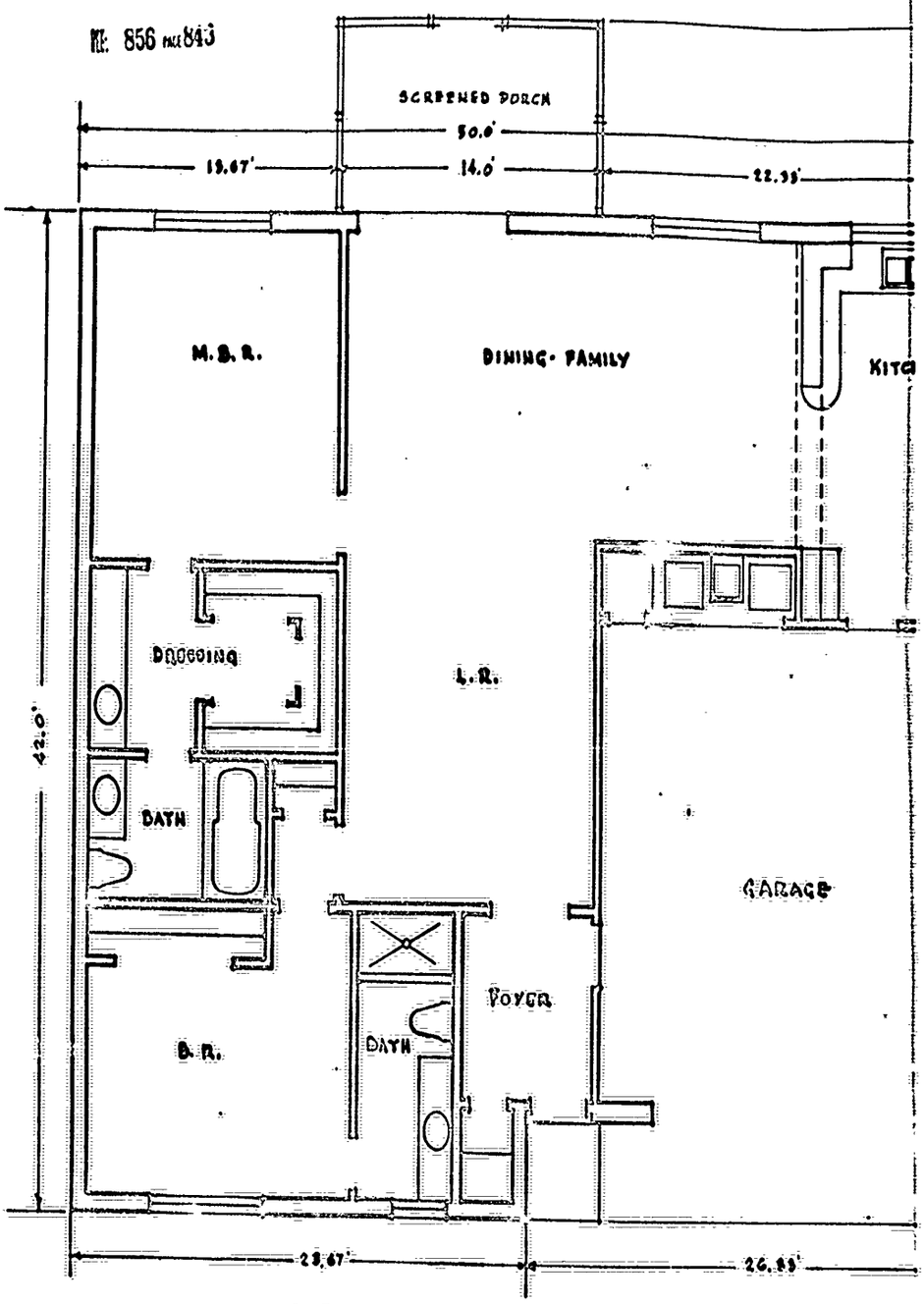
NOTE: EACH BUILDING IS MADE UP OF TWO (2) DWELLINGS: AN 'A' TYPE UNIT AS SHOWN AND AN ADJOINING 'B' TYPE ON THE OPPOSITE HAND.

Frank Momoli, A.I.A.
ARCHITECT and PLANNER
FORT MYERS FLORIDA

SHEET NO. 3 OF SHEETS

EXHIBIT B

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024



"A" TYPE FLOOR PLAN
"B" TYPE: OPPOSITE HAND.

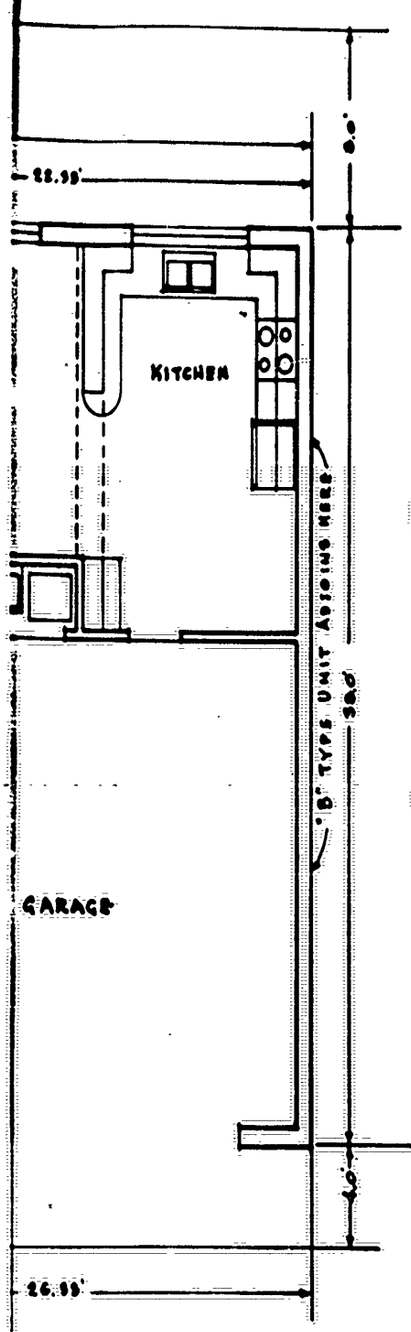
0 8
Scale: in fee

Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

BK. 856 PGE. 844

Cond. Bk. 2 Pg. 249



MYERLEE CIRCLE
TYPICAL BUILDING
OF
50' WIDE DWELLINGS
(ALTERNATE PLAN)

.0115 % OWNERSHIP
OF TOTAL CONDOMINIUM

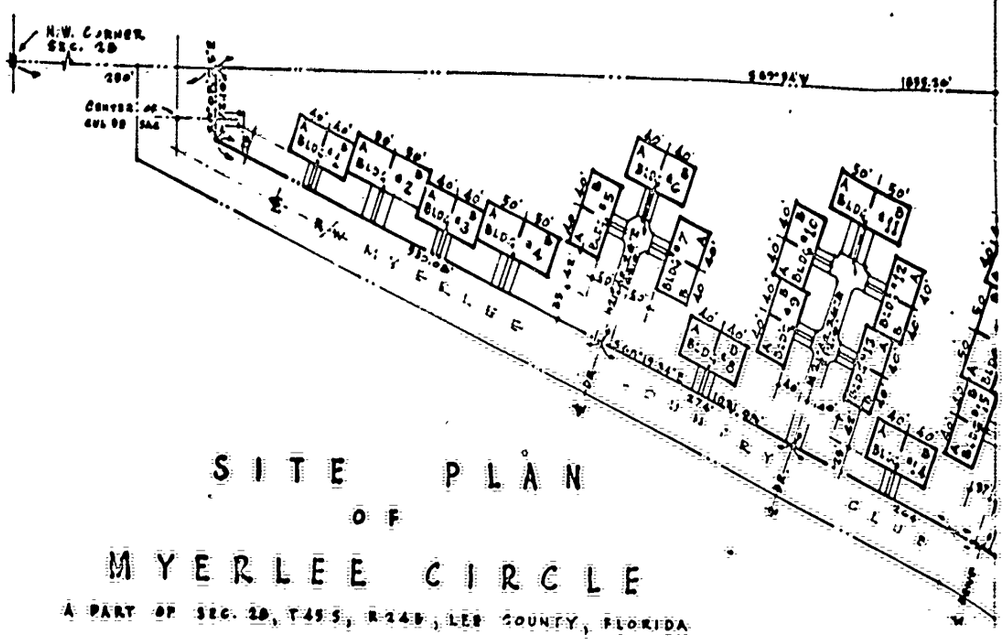
NOTE: EACH BUILDING IS MADE UP OF TWO(2) DWELLINGS: AN 'A' TYPE UNIT AS SHOWN AND AN ADJOINING 'B' TYPE ON THE OPPOSITE HAND.

Frank Momoli, A.I.A.
ARCHITECT and PLANNER

SHEET NO. 4 OF 5 SHEETS

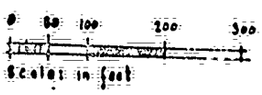
EXHIBIT B

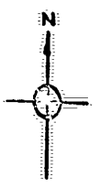
DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

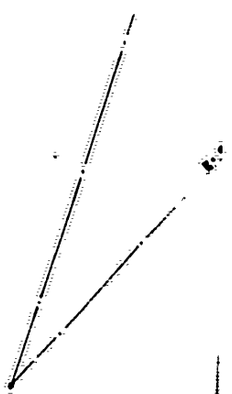


SITE PLAN
OF
MYERLEE CIRCLE

A PART OF SEC. 20, T 45 S, R 24 E, LEE COUNTY, FLORIDA





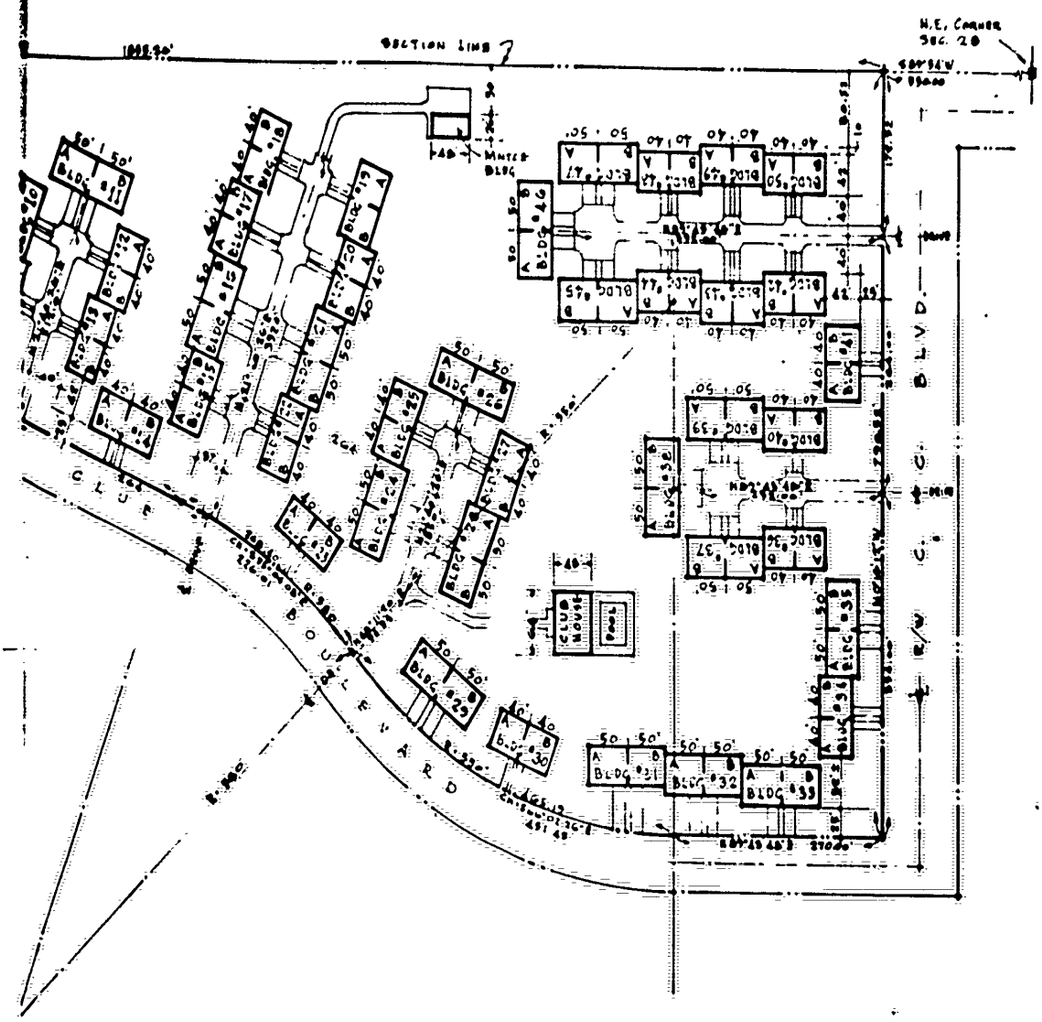


Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

O.R. 856 PAGE 846

C.owd Bk. 2 Pg. 250



Frank Momoli, A.I.A.
ARCHITECT and PLANNER

SHEET NO. 5

EXHIBIT B

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

EXHIBIT "C"

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, A.D., 19____, BETWEEN L & M DEVELOPMENT CORP., a Florida corporation, party of the first part, and

of the County of and the State of
party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Lee and State of Florida, to-wit:

A part of Section 28, Township 45 South, Range 24 East: Starting at the Northeast corner of aforesaid Section 28; thence S 89° 54' W along the North line of aforesaid Section 28 a distance of 550.00 feet to a point and the principal place of beginning; thence continuing S 89° 54' W a distance of 1855.26 feet; thence S 0° 08' 25" E a distance of 72.10 feet; thence S 68° 19' 34" E a distance of 1031.08 feet; thence by a curve deflecting to the right a distance of 268.40 feet, said curve having a radius of 580 feet and a chord that bears S 55° 04' 08" E a distance of 226.01 feet; thence by a curve deflecting to the left a distance of 465.19 feet, said curve having a radius of 550 feet and a chord that bears S 66° 02' 26" E a distance of 270.00 feet; thence N 0° 16' 12" W a distance of 790.52 feet to the place of beginning.

The part of said lands hereby conveyed being:

Apartment Number ____ of IVERLEE CIRCLE, according to Declaration thereof dated _____, 1972, recorded in Official Records Book _____ Page _____, Lee County, Florida, public records.

Together with all of the appurtenances thereto, all according to said Declaration of Condominium.

Subject, however, to all of the provisions of said Declaration of Condominium which the party of the second part assumes and agrees to observe and perform, including but not limited to the payment of assessments for the maintenance of said apartment and condominium.

And the said parties of the first part do hereby fully warrant the title to said lands and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in Cape Coral, Florida, the day and year above written.

Attest:

_____
President

_____
Secretary

(CORPORATE SEAL)

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

STATE OF FLORIDA)
:
COUNTY OF LEE)

Before me personally appeared GUY MEMOLI and PHILIP MEMOLI, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named L & M DEVELOPMENT CORP., and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this ____ day of _____, A.D., 19__.

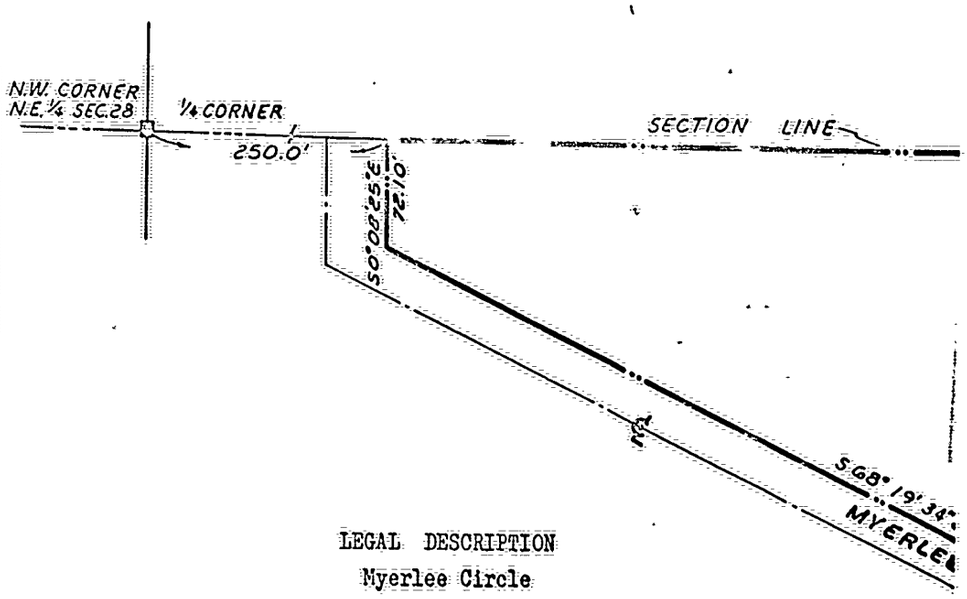
(NOTARY SEAL)

_____
Notary Public

My Commission expires:

_____

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024



LEGAL DESCRIPTION

Myerlee Circle

Situated in the State of Florida, County of Lee, being part of Section 28, Township 45 South, Range 24 East and further bounded and described as follows:

Starting at the Northeast corner of aforesaid Section 28; thence S 89°54' W along the North line of aforesaid Section 28 a distance of 550.00 feet to a point and the principal place of beginning; thence continuing S 89°54' W a distance of 1855.26 feet; thence S 0°08' 25" E a distance of 72.10 feet; thence S 68°19' 34" E a distance of 1031.08 feet; thence by a curve deflecting to the right a distance of 268.40 feet, said curve having a radius of 580 feet and a chord that bears S 55°04' 08" E a distance of 226.01 feet; thence by a curve deflecting to the left a distance of 465.19 feet, said curve having a radius of 550 feet and a chord that bears S 66°02' 26" E a distance of 451.45 feet; thence N 89°43' 48" E a distance of 270.00 feet; thence N 0°16' 12" W a distance of 790.52 feet to the place of beginning.

I hereby certify that this plat of Myerlee Circle is a true and correct representation of the herein described land according to a recent survey made and platted under my directions.

HOWELL F. DAVIS CERTIFICATE No. 1884 REGISTERED LAND SURVEYOR STATE OF FLORIDA

Howell F. Davis
Registered Land Surveyor
Florida Certificate No. 1884

Scale: 1" = 100'
Date: July 26, 1972

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REC. 856 PAGE 850

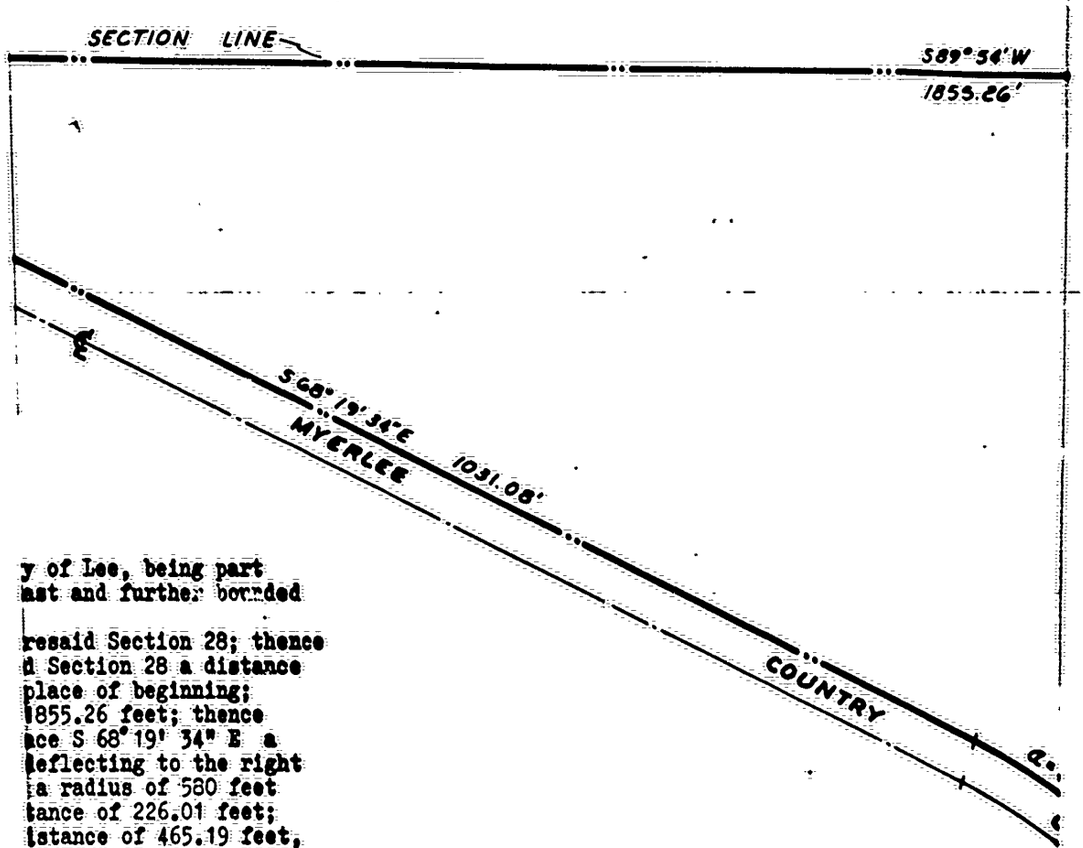
SURVEY

OF

MYERLEE

A PART OF SEC. 28, T45S, R2

FOR: L & M DEVELOPMENT



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Scale: 1" = 100'
Date: July 26, 1972

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RVEY PLAT

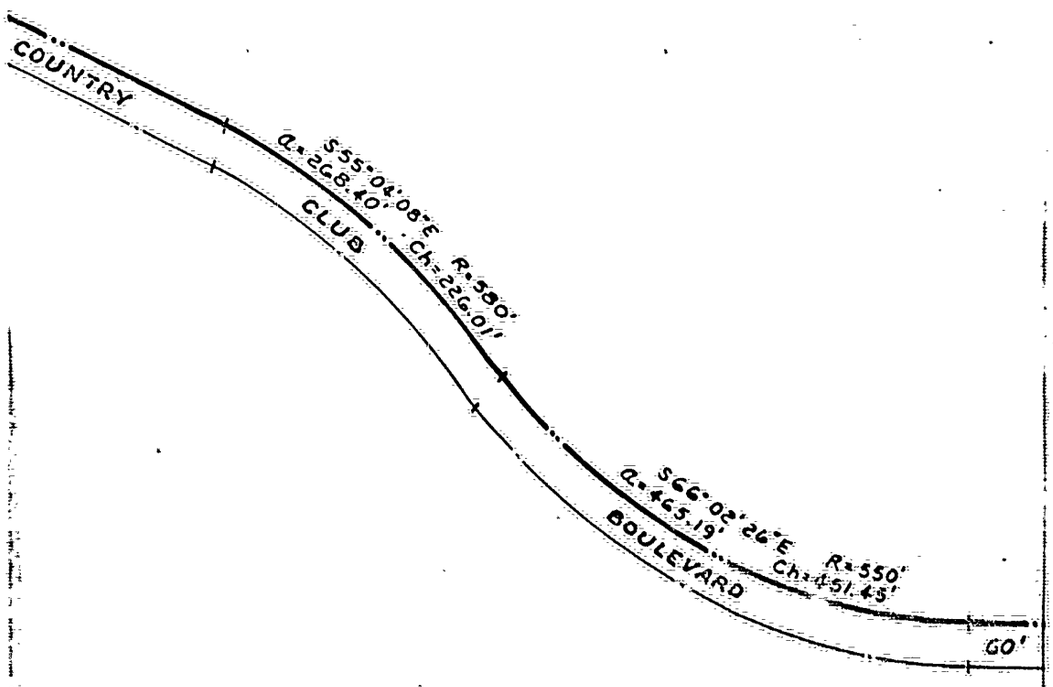
OF

'ERLEE CIRCLE

SEC. 28, T45S, R24E, LEE COUNTY, FLORIDA

' DEVELOPMENT CORPORATION

S89°54'W
1855.26'

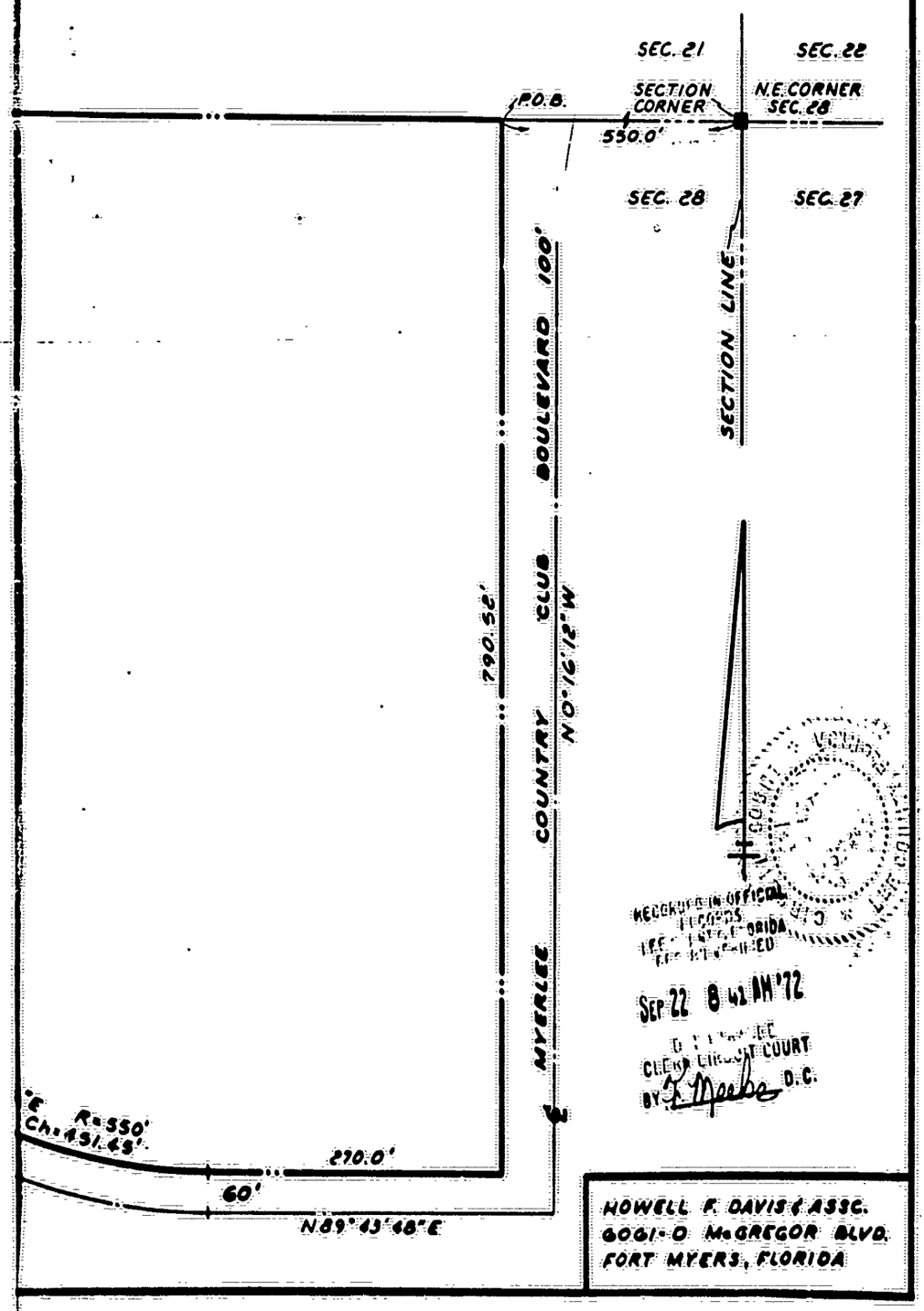


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DECLARATION OF CONDOMINIUM

OF

MYERLEE COUNTRY CLUB ESTATES NORTH CONDOMINIUM

Fort Myers, Florida

83.00

L & M DEVELOPMENT CORP., a Florida corporation, herein called the Owner, to its grantees and assigns and their heirs, successors and assigns hereby makes this Declaration of Condominium:

Wherein the Owner makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, 1971, herein called the Condominium Act.

A. Name and Address: The name of the condominium is MYERLEE COUNTRY CLUB ESTATES NORTH CONDOMINIUM and the name of the condominium association herein formed shall be MYERLEE COUNTRY CLUB ESTATES NORTH ASSOCIATION. The initial business address of the Association will be: c/o L & M Development Corp., 6744 Winkler Road, Fort Myers, Florida. This Association shall exist, without incorporation, as a legal entity pursuant to Chapter 711, Florida Statutes, 1971.

B. The land: The lands hereby submitted to the condominium form of ownership are:

Starting at the Northwest corner of the Northeast 1/4 of Section 28, Township 45 South, Range 24 East; thence N 89° 54' E along the North boundary line of aforesaid Section 28 a distance of 50 feet to a point and the principal place of beginning; thence S 0° 08' 25" W a distance of 175.52 feet; thence S 68° 19' 34" E a distance of 753.07 feet; thence S 37° 46' 49" E a distance of 255.79 feet; thence S 68° 19' 34" E a distance of 205.0 feet; thence N 21° 40' 26" E a distance of 130.0 feet; thence by a curve that deflects to the right a distance of 189.73 feet, said curve having a radius of 410.0 feet and a chord that bears S 55° 04' 08" E a distance of 188.04 feet; thence by a curve deflecting to the left a distance of 608.98 feet, said curve having a radius of 720.0 feet and a chord that bears S 66° 02' 26" E a distance of 590.99 feet; thence N 0° 15' 12" W a distance of 110.0 feet; thence by a curve that deflects to the right a distance of 515.94 feet, said curve having a radius of 610.0 feet and a chord that bears N 66° 02' 26" W a distance of 500.70 feet; thence by a curve deflecting to the left a distance of 240.64 feet, said curve having a radius of 520.0 feet and a chord that bears N 55° 04' 08" W a distance of 238.50 feet; thence N 68° 19' 34" W a distance of 1114.78 feet; thence N 0° 08' 25" W a distance of 96.77 feet to a point on the North boundary line of Section 28; thence S 89° 54' W along the aforesaid North line of Section 28 a distance of 100.0 feet to the place of beginning.

C. Plan of Development:

(1) The condominium consists of a total of ten buildings containing six apartments each for a total of 60 resident units. In addition, there shall be a swimming pool and a recreation building, all as shown on Exhibit "B," Architect's plans. Owner grants an easement of ingress and egress to all subsequent purchasers over the roadway shown as "MYERLEE COUNTRY CLUB BOULEVARD," as shown on Exhibit "B." Owner reserves the right, however, to dedicate said roadway to public use at a future date.

ADDERLY, ALOIA & DUDLEY
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(2) It is contemplated as of the time of preparing this Declaration of Condominium and the By-Laws hereto, that some of the family units are to be paid for by the placing of a mortgage upon them through or by a financing institution both as to original purchases and future resales. Whenever a mortgage has been so placed upon a family unit, the "Owner-Developer," as to original sales, and the Association, as to future resales, agree to notify the mortgagee of any default prior to the bringing or instituting of any action upon the breach or cancellation of the contract of sale. The sending of such notice to the mortgagee shall be a condition precedent to the beginning of any such legal action involving a family unit encumbered by a mortgage.

2. DEFINITIONS. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

A. Apartment: A part of the apartment buildings capable of independent use, including one or more rooms or enclosed spaces, as well as open spaces, and which is separately described on the Architect's Plans as "Apartment" followed by a letter and a number. The word "Apartment" may also include the appurtenances thereto which are elsewhere described.

B. Apartment Buildings: Means the buildings containing the apartments and located on the land.

C. Apartment Owner: The person or persons owning an apartment in fee simple.

D. Apartment Number: Means the number, letter or combination thereof or other designation which is established of record in a condominium deed as an identification of an apartment.

E. Assessment: Means an apartment owner's prorata share of the common expenses which from time to time is assessed against an apartment owner by the Association in the manner herein provided.

F. Association: Means the MYERLEE COUNTRY CLUB ESTATES NORTH ASSOCIATION, and its successors through which all of the apartment owners act as a group in accordance with this declaration and the other condominium documents.

G. Common Areas: Means portions of the land not occupied by the apartment buildings, and portions of the apartment buildings which are occupied or used by more than one apartment owner.

H. Common Elements: Includes within its meaning the following items:

(1) The land.

(2) All parts of an apartment building not included within the apartments.

(3) All improvements not included within the apartments.

(4) Easements.

(5) Installations for the furnishing of utility services to more than one apartment, such as electric power, hot and cold water, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

(6) The personal property and installations in connection therewith required for the furnishing of services to more than one apartment, and the tangible personal property required for the maintenance and operation of the condominium property.

(7) All other portions of the property which are rationally of common use or necessity to the existence, upkeep and safety of the condominium.

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I. Common Expenses: Means and includes:

(1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments which are the responsibility of the Association.

(2) Expenses agreed upon as common expenses by the Association, or those declared to be common expenses by provisions of this declaration or other condominium documents.

(3) Any valid charge against the condominium as a whole.

J. Common Surplus: Means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of the common expenses, and those funds budgeted for improvements and recurring major expenses.

K. Condominium Property: Means and includes the land, apartment buildings, and the apartments therein, all improvements and structures upon the land and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith which have been or are intended to be submitted to the provisions of this declaration.

L. Majority: or "Majority of Apartment Owners" means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

M. Person: Means an individual, corporation, trustee or other legal entity capable of holding title to real property.

N. Condominium Documents: Means this declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All other condominium documents shall be subject to the provisions of this declaration. The exhibits annexed hereto as constituted and as the same from time to time may be amended, are:

Exhibit "A" The By-Laws of the MYERLEE COUNTRY CLUB ESTATES NORTH ASSOCIATION.

Exhibit "B" The "Architect's Plans": The site plan, floor plans of first and second floors showing individual apartment plans and showing numbers, elevation and necessary construction details prepared by Frank Memoli, A.I.A. - C.S.I., Registered Architect No. 5462, State of Florida.

Exhibit "C" Purchasers deed form by which "Owner" will use to convey the condominium apartments to initial purchasers and recommended for use in future resales.

Exhibit "D" Survey of Condominium property prepared by Howell F. Davis, Registered Land Surveyor, No. 1884, State of Florida.

3. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

A. Real Property - Each apartment, together with the space within it as shown on the "Architect's Plans" and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration.

B. Boundaries - Each apartment shall be bounded as to both horizontal and vertical boundaries as shown on the "Architect's Plans," subject to

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such encroachments as are contained in the buildings, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, re-construction or alterations. Said boundaries are intended to be as follows, and shall be determined in the following manner:

(1) Horizontal Boundaries: The upper and lower boundaries of the apartment shall be:

(a) Upper boundary:

(.1) Apartments next to the roof - the plane of the under surfaces of the ceiling joists and the chords of the roof trusses which serve as ceiling joists.

(.2) Ground floor apartments - the plane of the under surfaces of the concrete floor slabs.

(b) Lower boundaries:

(.1) Second floor apartments - the plane of the upper surfaces of the concrete floor slabs.

(.2) Ground floor apartments - the upper surface of the concrete floor slab.

(2) Vertical Boundaries - The vertical boundaries of the apartment shall be:

(a) Exterior boundaries - The exterior of the outside walls of the apartment building except where there is attached to or in existence as a part of the building a balcony, terrace or other portion of the building serving only the apartment being bounded, in which event the boundaries shall be such as will include all such structures.

(b) Between apartments joined by a common wall - the plane formed by the center line of such wall between the apartments.

(c) Between apartments and central corridors or between apartments and other common use areas - The plane formed by the exterior of the apartment wall between the apartment and said corridors or common use areas.

C. Exclusive Use - Each apartment owner shall have the exclusive use of his apartment.

D. Appurtenances - The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include but not be limited to:

(1) Common elements - an undivided share of the common elements, such undivided share to be that portion set forth in Exhibit "D," "Architect's Plans."

(2) Easements - for the benefit of the apartment.

(3) Association membership and interests in funds and assets held by the Association.

(4) Provided, however, that such appurtenances shall be subject to the easements for the benefit of other apartments and the Association.

E. Easement to air space - The appurtenances shall include an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time, and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. Cross easements - The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association:

(1) Ingress and egress - Easements through the common areas for ingress and egress.

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(2) Maintenance, repair and replacement - Easements through the apartments and common elements for maintenance, repair and replacement of the apartments and common elements. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

(3) Utilities - Easements through the apartments and other common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common elements provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owner.

G. Maintenance - The responsibility for the maintenance of an apartment shall be as follows:

(1) By the Association - The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of the apartment, except interior wall surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(c) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(2) By the apartment owner - The responsibility of the apartment owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment buildings without approval by the Board of Governors.

(c) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

H. Alteration and improvement - No apartment owner shall make any alterations in the portions of the apartment and apartment buildings which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment buildings, or impair any easement, without first obtaining the approval of the Board of Governors of the Association and three-fourths of the owners of all apartments.

I. Common elements - The ownership and use of the common elements shall be governed by the following provisions:

(1) Shares of apartment owners - The shares of apartment owners in the common elements as stated in this declaration may be altered only by amendment of the declaration executed by all of the owners of the shares concerned. No such change shall affect the lien of any prior recorded mortgages.

(2) Appurtenant to apartments - The shares of an apartment owner in the common elements are appurtenant to the apartment owned by him. None of the appurtenances may be separated from the apartment to which they pertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the apartment whether or not expressly mentioned or described in a conveyance or other instrument describing the apartment.

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(3) Covenant against partition - In order to preserve the condominium the common elements shall remain undivided and no apartment owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common elements so long as the apartment buildings in useful condition exist upon the land.

(4) Non-exclusive possession - Each apartment owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other apartment owners.

(5) Maintenance and operation - The maintenance and operation of the common elements shall be the responsibility and the expense of the Association; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith and he shall be reimbursed for his expense by the Association when approved by its board.

(6) Alteration and improvement - There shall be no alteration of the apartment buildings and existing improvements, nor further improvement of the parcel upon which the buildings are located without prior approval in writing of all of the owners thereof and the Board of Governors of the Association; provided, however, any alteration or improvement of the common elements bearing the approval in writing of not less than 75% of the apartment owners, and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

4. ASSESSMENTS - Assessments against the apartment owners shall be made or approved by the Board of Governors of the Association and paid by the apartment owners to the Association in accordance with the following provisions:

A. Share of expense - common expenses and common surplus - Each apartment owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each apartment owner in shares equivalent to those percentages shown on Exhibit "B," "Architect's Plans," subject to provisions of paragraph 3I(1). An apartment owners' share shall pass with the sale or conveyance by the owner as described in 3I(2).

B. Assessments other than common expenses - Any assessments, the authority to levy which is granted to the Association or its Board of Governors by the condominium documents, shall be paid by the apartment owners to the Association in the proportions set forth in the provision of the condominium documents authorizing the assessment.

C. Accounts - All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the apartment owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Typical accounts for such purposes may be:

(1) Common expense account - to which may be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of common elements.

(2) Alteration and improvement account - to which may be credited all sums collected for alteration and improvement assessments.

(3) Emergency account - to which may be credited all sums collected for emergencies.

D. Assessments for recurring expenses - Assessments for recurring expense for such expense accounts shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unneeded fund balances credited to that account. Assessments for recurring expense shall be made for the calendar year annually in advance on December 20th preceding

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the year for which the assessments are made. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. The total of the assessments for recurring expense items shall not be more than 110% of the assessments for this purpose for the prior year unless approved in writing by not less than 75% of the apartment owners. In the event such an annual assessment proves insufficient, it may be amended at any time after approval in writing of not less than 75% of the apartment owners, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the 1st of every month thereafter during the year for which the assessment is made.

E. Assessments for emergencies - Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval in writing of 75% of such apartment owners concerned, the assessment shall become effective and it shall be due after 30 days' notice thereof in such manner as the Board of Governors of the Association may require.

F. Assessment roll - The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection at all reasonable times by apartment owners. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes and the amounts paid and unpaid of all assessments.

G. Liability for Assessments - An apartment owner shall be liable for all assessments coming due while he is the owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

H. Lien for assessments - The unpaid portion of an assessment which is due shall be secured by a lien upon:

(1) The apartment, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the public records of Lee County, but which claim of lien shall not be recorded until the payment is unpaid for not less than 30 days after it is due.

(2) All tangible personal property located in the apartment except that such lien shall be subordinate to bona fide liens of record.

(3) Collection.

(a) Interest: application of payments - Assessments and installments thereon paid on or before 30 days after the date when due shall not bear interest, but all sums not paid on or before 30 days after the date when due shall bear interest at the rate of 8% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(b) Suit - The Association, may enforce collection of delinquent assessments accounts by suit at law or by foreclosure of liens securing the assessments, or by any other competent proceeding. In either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment together with interest thereon at the rate of 8% per annum and all costs incident to the collection and the proceeding, including reasonable attorney fees. In any foreclosure action the lien of the Association shall be subordinate and inferior to any mortgage liens of record encumbering such apartment. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

5. ADMINISTRATION - The administration of the condominium, including but not limited to the acts required of the Association by the condominium documents, the maintenance, repair and operation of the common elements, and the

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maintenance and repair of all portions of apartments required to be maintained by the Association, shall be the responsibility of the Association and shall be governed by the following provisions:

A. The By-Laws of the Association in the form attached as Exhibit "A" until such are amended in the manner provided by the By-Laws.

B. The duties and powers of the Association as set forth in these condominium documents, together with those reasonably implied to effect the purposes of the Association and condominium and those permitted by Chapter 711, Florida Statutes, 1971. Such powers and duties shall be exercised in the manner provided by these condominium documents.

C. Limitation of liability - Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

D. Trust - All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the apartment owners and for the purposes herein stated.

6. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. Authority to purchase - All insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the apartment owners and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the apartments or any of them and if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against apartment owners, the Association and their respective servants, agents and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms thereof, and hereof.

B. Apartment owners - Each apartment owner may obtain insurance at his own expense, affording coverage upon his personal property, personal liability, owner or mortgagee title insurance, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article A hereof (if same is available).

C. Coverage:

(1) Casualty - The building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations, walks, roads and parking areas), as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement.

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to vandalism, malicious mischief, windstorm and water damage.

(2) Public Liability and property damage in such amounts and in such forms as shall be required by the Association.

(3) Workmen's Compensation policy to meet the requirements of law.

(4) All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

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D. Premiums - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

E. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to The First National Bank of Fort Myers, Fort Myers, Florida, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Association. Such trustee or any other bank acting as such, is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the apartment owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements - Proceeds on account of damage to common elements - that undivided share for each apartment owner and his mortgagee, if any, which is set forth in Exhibit "B."

(2) Apartments - Proceeds on account of apartments shall be held in the following undivided shares:

(a) partial destruction when the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each damaged apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Apartment Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(b) Total destruction of the building or where the building is not to be restored - for all apartment owners, the share of each being that share set forth in Exhibit "B."

(3) Mortgagees - In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear.

F. Distribution of Proceeds - Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, after first paying or making provision for the payment of the expense of the Insurance Trustee, in the following manner:

(1) Reconstruction or repair - if the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(2) Failure to reconstruct or repair - If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee or an apartment and may be enforced by him.

(3) Certificate - In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

7. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

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A. If any part of the common elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

(1) Partial destruction, which shall be deemed to mean destruction which does not render one-half or more of the apartments untenantable - shall be reconstructed or repaired unless at a meeting of the members of the Association, which shall be called prior to commencement of such reconstruction or repair, this Declaration is terminated.

(2) Total destruction, which shall be deemed to mean destruction which does render one-half or more of the apartments untenantable, shall not be reconstructed or repaired unless at a meeting which shall be called within 90 days after the occurrence of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 20 days thereafter, apartment owners who, in the aggregate, own 75% or more of the apartments vote in favor of such reconstruction or repair.

(3) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications now in existence. The Insurance Trustee may rely upon a certificate by the Association as to whether the damaged property is to be reconstructed or repaired, and such certificate shall be furnished upon a request by the Insurance Trustee.

(4) Encroachments upon or in favor of apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the apartment owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

B. Responsibility - If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(1) Estimate of costs - Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Governors desires.

(2) Assessments - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the apartment owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

(3) Construction funds - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association - If the amount of the estimated costs of reconstruction and repair exceed the total of the annual asssessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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(b) Insurance Proceeds - The proceeds of insurance collected on account of a casualty and those sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in the payment of the cost of reconstruction and repair in the following manner:

(.1) Apartment owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amount and at such times as the apartment owner may direct, or if there is a mortgagee endorsement, then to such payees as the apartment owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the apartment owner to make such reconstruction or repair.

(.2) Association - lesser damage - If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request of the mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(.3) Association - major damage - If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Governors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(.4) Surplus - It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the apartment owners and their mortgagees who are the beneficial owners of the fund.

(.5) When the damage is to both common elements and apartments, the insurance proceeds shall be applied first to the costs of repairing the common elements and the balance to the apartments.

(4) Insurance adjustments - Each apartment owner shall be deemed to have delegated to the Board of Governors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one apartment, subject to the rights of mortgagees of such apartment owners.

8. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences - The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. A relative of the owner or of his lawful spouse, related by blood within the second degree, may be considered as a member of the family of the owner. Children under the age of 12 years are not permitted as permanent residents or as guests for periods in excess of 60 days.

B. Nuisances - No nuisances shall be allowed upon the condominium property, nor any use or practice which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. Only original purchasers may retain their four-legged pets but no replacements shall be permitted and subsequent purchasers shall not be permitted to have such pets.

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C. Lawful use - No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

D. Leasing - Entire apartments only may be rented with approval of the Association, provided the occupancy is only by the lessee and his family. No rooms may be rented and no transient tenants accommodated. All leases must be in writing and a copy furnished the Board of Governors prior to occupancy by the tenant.

E. Regulations - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Governors of the Association. Copies of such regulations and amendments thereto shall be furnished to all apartment owners and residents of the condominium.

9. CONVEYANCES - In order to assure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner shall be subject to the following provisions so long as any apartment building in useful condition exists upon the land:

A. Sale or lease - No apartment owner may dispose of an apartment or any interest therein by sale nor by lease (as authorized by paragraph 8D), without approval by the Association, expressed through the Board of Governors. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all persons expected to be the prospective occupants of that apartment. The approval of the Association shall be obtained in the manner hereinafter provided:

(1) Notice to Association - An apartment owner intending to make a bona fide sale or a bona fide lease of any interest therein shall give notice to the Association of such intention together with the name and address of the intended purchaser or lessee, a copy of the sales agreement or lease and such other information as the Association may reasonably require, and the terms of the proposed transaction.

(2) Election of Association - Within 15 days after receipt of such notice and the information required the Association must either approve the transaction or, if the notice given by the apartment owner shall so demand, furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice to whom the apartment owner must sell.

(3) Exceptions - The restrictive provisions as to sales and leases under this section shall not apply to family units owned by institutional mortgage lenders such as banks and savings and loan associations.

B. Mortgage - No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

C. Liens -

(1) Protection of property - All liens against an apartment other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before becoming delinquent.

(2) Notice of lien - An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(3) Notice of suit - An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to

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his apartment, such notice to be given within five days after the apartment owner receives knowledge thereof.

(4) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

D. Judicial Sales - No judicial sale of an apartment nor any interest therein shall be valid unless:

(1) Approval of Association - The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the public records of Lee County, Florida; or

(2) Unauthorized transactions - Any sale, mortgage or lease which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

E. Exceptions - The foregoing provisions of this section entitled "Conveyances" shall not apply to a conveyance, transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a conveyance, transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title.

10. COMPLIANCE AND DEFAULT - Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

A. Legal proceedings - Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

B. Negligence - An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

C. Costs and attorney fees - In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

D. No waiver of rights - The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

11. AMENDMENT - Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

A. Declaration of Condominium - Amendments to the declaration shall be proposed and adopted in the following manner:

(1) Notice - Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of which a proposed amendment is considered.

(2) Resolution - A resolution adopting a proposed amendment may be proposed by either the Board of Governors of the Association or by the

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apartment owners meeting as members of the Association. After being proposed and approved by one of such bodies it must be submitted to all owners for approval. Apartment owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by not less than 75% of the members of the Association.

(3) Recording - A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the public records of Lee County, Florida.

B. Association By-Laws - The By-Laws of the Association shall be amended in the manner provided by such documents. Such amendments shall become effective upon their being recorded in the public records of Lee County, Florida.

C. Proviso - Provided, however, that no amendment or any condominium document shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent.

12. TERMINATION - The condominium shall be terminated, if at all, in the manner provided by Chapter 711, Florida Statutes (1971), entitled "Condominium Act," as amended.

13. COVENANTS RUNNING WITH THE LAND - All provisions of the condominium documents shall be construed to be convenants running with the land and with every part thereof and interest therein including but not limited to every apartment and the appurtenances thereto; and every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

14. MORTGAGE FORECLOSURE - In the event proceedings are instituted to foreclose any mortgage on any apartment, the Association on behalf of one or more apartment owners, shall have the right to redeem from the mortnage for the amount due thereon or to purchase such apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor.

15. POWERS OF ASSOCIATION - The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers permitted and not prohibited to it by the laws of the State of Florida and of the United States, and which are not in conflict with the terms of the condominium documents.

B. The Association's powers shall include but not be limited by the following:

(1) To make and collect assessments against members to defray the costs of the condominium.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) The maintenance, repair, replacement and operation of the condominium property.

(4) The reconstruction of improvements after casualty and the further improvement of the property.

(5) To make and amend regulations respecting the use of the property in the condominium.

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(6) To approve or disapprove of proposed purchasers, lessees and mortgagees of apartments.

(7) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(8) To designate and assign specific portions of the common areas as parking spaces for exclusive use by each apartment owner.

(9) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

(10) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and Condominium which governs the use of the property.

16. RESIDENT AGENT - The Resident Agent of this Association designated to receive service of process is GUY MEMOLI, Apt. S-1, Cypress Lakes Manor South Condominium, 6744 Winkler Drive, Fort Myers, Florida. Should a replacement be designated by the Board of Governors at any time in the future, the name and residence address of the replacement agent must be filed in the office of the Clerk of the Circuit Court in Lee County, Florida.

17. MEMBERS - The qualification of members, the manner of their admission and voting by members shall be as follows:

A. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. Membership in the Association shall be established by the recording in the public records of Lee County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a true or conformed copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartments in the condominium.

D. Voting - There shall be one vote only for each apartment. The manner of voting and those eligible to vote shall be as prescribed by the By-Laws.

18. GOVERNORS

A. The affairs of the Association shall be managed by a Board of Governors. The number shall be determined by the By-Laws, but never less than five nor more than seven.

B. Governors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws. Governors may be removed and vacancies in the Board of Governors shall be filled in the manner provided by the By-Laws.

C. The names and addresses of the members of the first Board of Governors who shall hold office until their successors are elected and have qualified or until removed are as follows:

GUY MEMOLI, Apt. S-1, Cypress Lakes Manor South Condominium, 6744 Winkler Road, Fort Myers, Florida.
JOSEPH C. ADDERLY, 1714 Cape Coral Parkway, (P.O.Box 535), Cape Coral, Florida.
PHILIP MEMOLI, 7118 N. Brentwood, Fort Myers, Florida.
ALBERT MEMOLI, 7112 N. Brentwood, Fort Myers, Florida.
ROSE MEMOLI, Apt. S-1, Cypress Lakes Manor South Condominium, 6744 Winkler Road, Fort Myers, Florida.

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19. INDEMNIFICATION - Every governor of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a governor of the Association, or any settlement thereof, whether or not he is a governor at the time such expenses are incurred, except in such cases wherein the governor is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Governors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such governor or officer may be entitled.

20. SEVERABILITY - If any provision of this declaration or the exhibits thereto as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this law and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. PROVISIONS PERTAINING TO DEVELOPER - For so long as the developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect:

A. For so long as the developer owns more than six of the total of the designed 60 apartments to be constructed and added to the condominium, the developer shall reserve the right to appoint all of the members of the Board of Governors and such members need not be residents of the condominium.

B. For so long as the developer owns at least two of the total of the designed 60 apartments to be constructed and added to the condominium, but less than seven of the apartments, the developer shall reserve the right to appoint two or the members of the Board of Governors and such members need not be residents of the condominium.

C. The developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made thereon.

D. Proviso - Provided that until the developer has completed and sold all of the apartments, neither the apartment owners, nor the Association or the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale including but not limited to maintenance of a model apartment, the showing of the property and the display of signs.

22. MANAGEMENT - The condominium, land, buildings, improvements and facilities may at developer's option be managed by the developer, its nominees or assigns. Said management shall continue at the option of developer. At such time as developer, its nominees or assigns shall assign its rights of management to the Board of Governors, the board will succeed to all of said rights and responsibilities and developer, its nominees or assigns shall be relieved from further liability hereunder. Management shall at all times be reasonable. The responsibilities of management shall be to perform those duties of operation, maintenance, repair, purchase payment, book and record keeping, notice and regulation as may be required by the governors and permitted by this declaration and its exhibits, and using those funds from assessments as are intended for such purposes.

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered this 7th day of September, A.D., 1972.

(CORPORATE SEAL)

L & M DEVELOPMENT CORP.

Attest:

Philip Memoli

Philip Memoli, Secretary

By Guy Memoli

Guy Memoli, President

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STATE OF FLORIDA)
:
COUNTY OF LEE)

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Before me personally appeared GUY MEMOLI and PHILIP MEMOLI, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named L & M DEVELOPMENT CORP., and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 7th day of September, A.D., 1972.

(NOTARY SEAL)

My Commission expires:

My Commission Expires October 25, 1972

Notary Public

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CONSENT OF MORTGAGEE

THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION of Fort Myers, Florida, a corporation ~~banking institution~~ organized under the laws of the United States of America ~~State of Florida~~, called the Mortgagee, the owner and holder of a mortgage upon the following lands in Lee County, Florida:

Starting at the Northwest corner of the Northeast 1/4 of Section 28, Township 45 South, Range 24 East; thence N 89° 54' E along the North boundary line of aforesaid Section 28 a distance of 50 feet to a point and the principal place of beginning; thence S 0° 08' 25" W a distance of 175.52 feet; thence S 68° 19' 34" E a distance of 753.07 feet; thence S 37° 46' 49" E a distance of 255.79 feet; thence S 68° 19' 34" E a distance of 205.0 feet; thence 21° 40' 26" E a distance of 130.0 feet; thence by a curve that deflects to the right a distance of 189.73 feet, said curve having a radius of 410.0 feet and a chord that bears S 55° 04' 08" E a distance of 188.04 feet; thence by a curve deflecting to the left a distance of 608.98 feet, said curve having a radius of 720.0 feet and a chord that bears S 66° 02' 26" E a distance of 590.99 feet; thence N 0° 16' 12" W a distance of 110.0 feet; thence by a curve that deflects to the right a distance of 515.94 feet, said curve having a radius of 610.0 feet and a chord that bears N 66° 02' 26" W a distance of 500.70 feet; thence by a curve deflecting to the left a distance of 240.64 feet, said curve having a radius of 520.0 feet and a chord that bears N 55° 04' 08" W a distance of 238.50 feet; thence N 68° 19' 34" W a distance of 1114.78 feet; thence N 0° 08' 25" W a distance of 96.77 feet to a point on the North boundary line of Section 28; thence S 89° 54' W along the aforesaid North line of Section 23 a distance of 100.0 feet to the place of beginning.

which mortgage is dated February 9, 1972, and is recorded in O.R. Book 779, Page 178, of the public records of Lee County, Florida, hereby consents to the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of its mortgage shall be upon

All of the apartments of MYERLEE COUNTRY CLUB ESTATES NORTH CONDOMINIUM, according to the Declaration of Condominium,

TOGETHER WITH all of the appurtenances to the apartments including but not limited to all of the undivided shares in the common elements, insofar as the above set out legal description is concerned. This consent in no way affects, diminishes or impairs the lien of the said mortgage upon other lands described in said mortgage.

(CORPORATE SEAL)

Signed, Sealed & Delivered in the presence of:

Ruth S. Hendry

Elizabeth A. Ross

THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION of Fort Myers, Florida.

By W. T. Howard

W. T. Howard, President

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STATE OF FLORIDA)
:
COUNTY OF LEE)

Before me personally appeared W. T. Howard, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION of Fort Myers, Florida, a corporation organized under the laws of the United States of America, and acknowledged to and before me that he executed such instrument as such President of THE FIRST FEDERAL SAVINGS & LOAN ASSOCIATION of Fort Myers, Florida, and that the seal affixed to the foregoing instrument is the seal of the said corporation and that it was affixed to said instrument by due and regular authority, and that the said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 7th day of September, 1972.

(NOTARY SEAL)

Elizabeth A. Ross
Notary Public

My Commission expires:
ELIZABETH A. ROSS
Notary Public, State of Florida at Large
My Commission Expires June 19, 1974.

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EXHIBIT "A"

BY-LAWS

of

MYERLEE COUNTRY CLUB ESTATES NORTH ASSOCIATION

1. IDENTITY - These are the By-Laws of MYERLEE COUNTRY CLUB ESTATES NORTH ASSOCIATION, an Association organized pursuant to Chapter 711, Laws of Florida, 1971, herein called the Condominium Act, for the purpose of administering the MYERLEE COUNTRY CLUB ESTATES NORTH CONDOMINIUM, located at Fort Myers, Florida, upon the lands described in the Declaration of Condominium on file in the Lee County public records.

A. Office - The office of the Association shall be c/o L & M DEVELOPMENT CORP., 6744 Winkler Road, Fort Myers, Florida.

B. Fiscal Year - The fiscal year of the Association shall be the calendar year.

C. Seal - The seal of the Association shall bear the name of the Association, the word "Florida," and the year of establishment.

2. MEMBERS' MEETINGS -

A. The annual members' meeting shall be held at Fort Myers, Florida, or such otherplace in Lee County, Florida as the majority of the Board of Governors shall specify in written notice to the Apartment Owners, at 8:00 P.M. on the third Monday in January of each year for the purpose of electing governors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

B. Special members' meetings shall be held whenever called by a majority of the Board of Governors, and must be called by such officers upon receipt of a written request of a majority of the Apartment Owners.

C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the Chairman, Vice-Chairman or Secretary unless waived in writing. Such notice shall be in writing to each member as his address appears on the books of the Association and shall be mailed not less than 15 days nor more than 60 days prior to the date of the meeting.

D. A quorum at members' meetings shall consist of persons either in person or represented by proxy, who are entitled to cast a majority of the votes of the entire membership, although less than a quorum may adjourn the meeting to a future time.

E. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies - Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time for the meeting.

G. Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

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H. Adjourned meetings - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from tim to time until a quorum is present.

I. The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

(1) Calling of the roll and certifying of proxies.
(2) Proof of notice of meeting or waiver of notice.
(3) Reading and disposal of any unapproved minutes.
(4) Reports of governors.
(5) Reports of committees.
(6) Election of governors.
(7) Unfinished business.
(8) New business.
(9) Adjournment.

3. BOARD OF GOVERNORS

A. Membership - The affairs of the Association shall be managed initially by a board of five governors. Only owners who are bona fide residents of Lee County, Florida, are eligible for election as a governor, and the loss of this distinction shall automatically operate as his resignation. This provision is subject, however, to the exceptions stated in paragraph 21 of the Declaration of Condominium.

B. Designation of Governors - shall be in the following manner:

(1) Members of the Board of Governors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board of Governors occurring between annual meetings of members shall be filled by the remaining governors.

C. The term of each governor's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified.

D. The organization meeting of a newly elected Board of Governors shall be held within 10 days following the adjournment of the annual meeting of the owners, at such place as shall be fixed by the governors at the meeting at which they were elected.

E. Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time, by a majority of the governors. Notice of regular meetings shall be given to each governor personally or by mail, telephone or telegraphy, at least five days prior to the day named for such meeting.

F. Special meetings of the governors may be called by the Chairman, and in his absence, by the Vice-Chairman, or by a majority of the Board of Governors, and must be called by the Secretary at the written request of any two of the governors. Not less than ten days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. A quorum at governors' meetings shall consist of a majority of the entire Board of Governors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a governor in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such governor for the purpose of determining a quorum.

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H. The presiding officer of governors' meetings shall be the Chairman of the Board of Governors is such an officer has been elected; and if none, then the Vice-Chairman shall preside. In the absence of the presiding officer the governors present shall designate one of their number to preside.

4. POWERS AND DUTIES OF THE BOARD OF GOVERNORS - All of the powers and duties of the Association existing under the condominium act, the Declaration of Condominium, and these By-Laws shall be exercised exclusively by the Board of Governors, its agents, contractors, or employees subject only to the approval by apartment owners when such is specifically required. Such powers and duties of the governors shall include but shall not be limited to the following:

A. To make and collect assessments against members to defray the costs of the condominium.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. The maintenance, repair, replacement and operation of the condominium property.

D. The reconstruction of improvements after casualty and the further improvement of the property.

E. To make and amend regulations respecting the use of the property in the condominium.

F. To approve or disapprove proposed purchasers' mortgagees of apartments in the manner provided by the condominium documents.

G. To enforce by legal means the provisions of the condominium act, the condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

H. To designate and assign specific portions of the common areas as parking spaces for exclusive use by each apartment owner.

I. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Governors or the membership of the Association.

J. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

K. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities as to the common areas, common elements and property owned by the Association.

L. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

M. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5. OFFICERS -

A. The executive officers of the Association shall be the Chairman, a Vice-Chairman, a Secretary and a Treasurer, and such other officers and assistants as may from time to time be deemed necessary, all of whom shall be elected annually by the Board of Governors and who may be peremptorily removed by vote of the governors at any meeting. No person may hold more than one office. The Chairman and Vice-Chairman must be governors. The Board of Governors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association. The offices of the Secretary and Treasurer may be combined into one office to be served by one person.

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B. The Chairman shall be the chief executive officer of the Association and preside at all Board of Governors' and owners' meetings. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. The Chairman shall sign all written contracts of the Association.

C. The Vice-Chairman shall in the absence or disability of the Chairman exercise the powers and perform the duties of the Chairman, to include the signing of written contracts of the Association. He shall also generally assist the Chairman and exercise such other powers and perform such other duties as shall be prescribed by the governors.

D. The Secretary shall keep the minutes of all proceedings of the governors and the members. He shall attend to the giving and serving of all notices to the members and governors and other notices required by law. He shall have custody of the seal of the Association and affix same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the governors or the Chairman. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall be head of the Finance Committee and serve as the Director of the Budget; and have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation, if any, of all officers and employees of the Association shall be fixed by the governors. This provision shall not preclude the Board of Governors from employing a governor as an employee of the Association or preclude the contracting with a governor for the management of the condominium.

6. FISCAL MANAGEMENT - The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

A. Assessment roll - The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

(1) The Board of Governors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balance on hand, if any. Copies of the budget and proposed assessments shall be transmitted to each apartment owner on or before December 15th in the year preceding that for which the budget is proposed. If the budget is substantially amended before the assessments are made, a copy of the amended budget shall be furnished.

B. The depository of the Association shall be either a national or state bank in Lee County, Florida, as designated from time to time by the governors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the Treasurer and counter-signed by the Chairman, Vice-Chairman, or such other persons as are authorized by the governors.

C. An audit review of the accounts of the Association shall be made annually by a certified public accountant or a recognized business accounting service located in Lee County, Florida, and a copy of the report shall be furnished to each member not later than March 1st of the year following the year for which the report is made.

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D. Fidelity bonds may be required by the Board of Governors from the Treasurer and any other officers and employees of the Association deemed necessary by the nature of their duties, and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the governors, but shall be at least the amount of total annual assessments against the members for common expenses. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the By-Laws of the Association or with the Statutes of the State of Florida.

8. AMENDMENTS - Amendments to the By-Laws shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Governors and 75% of the votes of the entire membership of the Association. Governors and members not present at the meetings considering the amendment may express their approval in writing.

C. Initiation - An amendment may be proposed by either the Board of Governors or by the membership of the Association, and after being proposed and approved by one of such bodies it must then be submitted for approval by the other.

D. Effective date - An amendment when adopted shall become effective only after being recorded in the public records of Lee County, Florida, as an amendment to the declaration of condominium.

9. REMOVAL OF GOVERNORS: Any governor may be removed by concurrence of two-thirds of the members of the Association at a special meeting of the members called for that purpose. Votes by proxy or by sealed ballot may be cast at such a meeting for members unable to attend in person. Proxies or sealed ballots must be filed with the Chairman or the Secretary prior to the meeting. Any vacancy so created shall be filled by the members of the Association at the same meeting. Votes to fill such a vacancy or vacancies may be cast at such a meeting in person, by proxy or by sealed ballot for members of the Association unable to attend in person, however, proxies or sealed ballots must be filed with the Chairman or the Secretary prior to the meeting.

10. VOTING RIGHTS AT MEMBERS' MEETINGS: When a quorum is present at any meeting of the members, whether general or special, the holders of the majority of the voting rights present in person, or represented by written proxy or sealed ballot filed with the Chairman or Secretary of the Association prior to the meeting, shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Florida Statutes, or elsewhere in the Declaration of Condominium or these By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question. Unless so otherwise stated, each apartment is entitled to one vote at such meetings.

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CONDOMINIUM PLAT BOOK 2 PAGE 252

EXHIBIT "B"

MYERLEE COUNTRY CLUB ESTATES NORTH CONDOMINIUM

Fort Myers, Lee County, Florida

Sheet 1 of 3, August 31, 1972

Frank Memoli
A.I.A., C.S.I.
Architect No. 5462
State of Florida

DESCRIPTION OF PROPERTY

Starting at the Northwest corner of the Northeast 1/4 of Section 28, Township 45 South, Range 24 East; thence N 89° 54' E along the North boundary line of aforesaid Section 28 a distance of 50 feet to a point and the principal place of beginning; thence S 0° 08' 25" W a distance of 175.52 feet; thence S 68° 19' 34" E a distance of 753.07 feet; thence S 37° 46' 49" E a distance of 255.79 feet; thence S 68° 19' 34" E a distance of 265.0 feet; thence 21° 40' 26" E a distance of 130.0 feet; thence by a curve that deflects to the right a distance of 189.73 feet, said curve having a radius of 410.0 feet and a chord that bears S 55° 04' 08" E a distance of 188.04 feet; thence by a curve deflecting to the left a distance of 608.98 feet, said curve having a radius of 720.0 feet and a chord that bears S 66° 02' 26" E a distance of 590.99 feet; thence N 0° 16' 12" W a distance of 110.0 feet; thence by a curve that deflects to the right a distanceof 515.94 feet, said curve having a radius of 610.0 feet and a chord that bears N 66° 02' 26" W a distance of 500.70 feet; thence by a curve deflecting to the left a distance of 240.64 feet, said curve having a radius of 520.0 feet and a chord that bears N 55° 04' 08" W a distance of 238.50 feet; thence N 68° 19' 34" W a distance of 1114.78 feet; thence N 0° 08' 25" W a distance of 96.77 feet to a point on the North boundary line of Section 28; thence S 89° 54' W along the aforesaid North line of Section 28 a distance of 100.0 feet to the place of beginning.

DESCRIPTION OF COMMON ELEMENTS

The land encompassed by the property description.

All parts of the improvements not included in the Apartments.

Easements through units for conduits, ducts, plumbing and other facilities for the purpose of furnishing utility services to other apartments.

An easement of support in every portion of an apartment which contributes to the support of the building.

Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

The tangible personal property required for the maintenance and operation of the condominium property.

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All other portions of the property which are rationally of common use or necessary to the existence, up-keep and safety of the condominium and such other common elements provided by statute.

All improvements not included within an apartment building.

CERTIFICATION

These Architect's Plans and Exhibits, together with the wording of the declaration are a correct representation of the improvements described, and the identification, location, dimensions and size of the common elements and of each unit can be determined therefrom.

Dated this 17th day of September, 1972.

Frank Memoli

FRANK MEMOLI
A.I.A., C.S.I.
Architect No. 5462
State of Florida

NOTES

These Architect's Plans, insofar as they pertain to structures, are compiled from plans and data prepared by Frank Memoli, the Architect for the project.

Dimensions shown on sheets 1 through 3 for apartment areas include terraces, balconies, canopies or other portion of the building serving only the apartment being bounded; the entire apartment wall where it does not adjoin another apartment and one-half of the apartment wall where it adjoins another apartment.

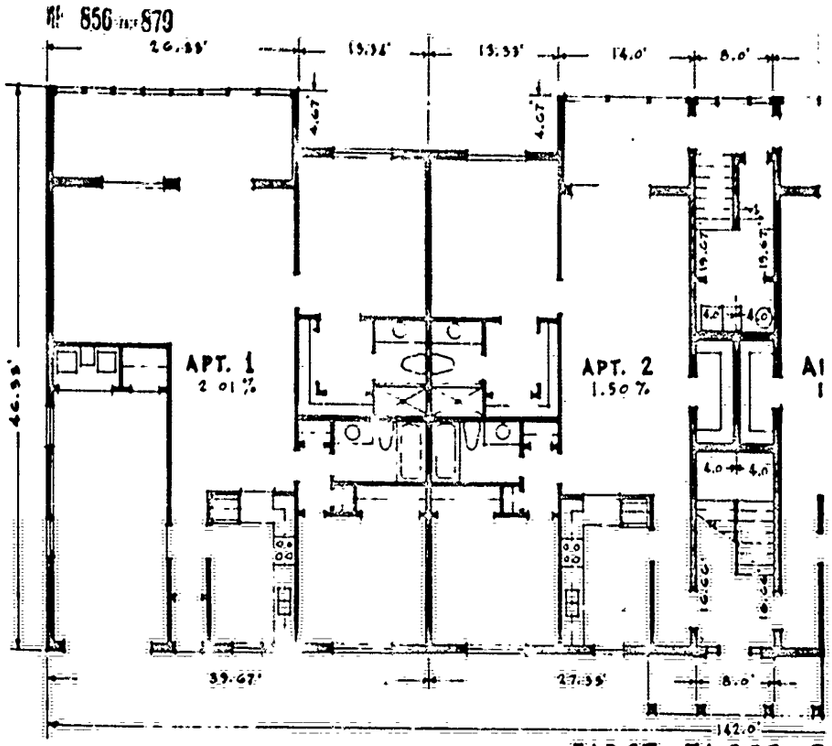
The upper boundary of the apartment next to the roof shall be the plane of the under surfaces of the ceiling joists and the chords of the roof trusses which serve as ceiling joists; the upper boundary of the ground floor apartments shall be the plane of the undersurfaces of the concrete floor slab. The lower boundary of the apartment next to the roof shall be common to the upper boundary of the ground floor apartments. The lower boundary of the ground floor apartments shall be the upper surface of the concrete floor slab.

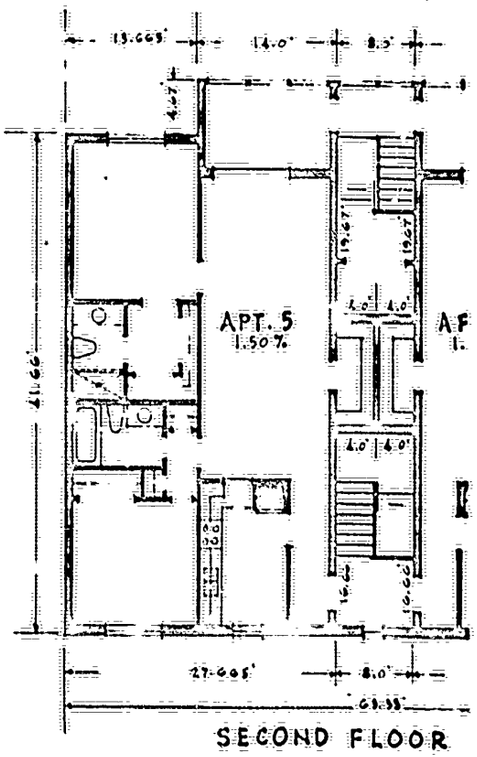
Only apartment areas as set forth above are delineated by this plan.

Elevations shown are in feet above mean sea level as determined from bench marks found on or adjacent to the land and as designated on the drawings.

ALL BUILDINGS: - Apartments next to roof	
Lower boundary elevation	15.83'
Upper boundary elevation	23.83'
Ground floor Apartments:	
Lower boundary elevation	7.08'
Upper boundary elevation	15.08'

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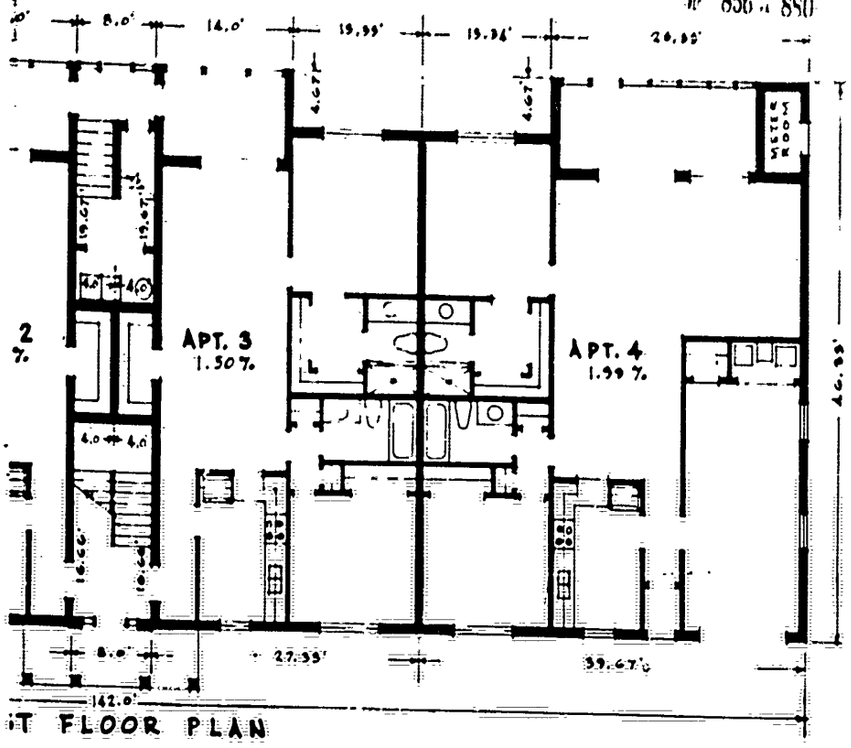




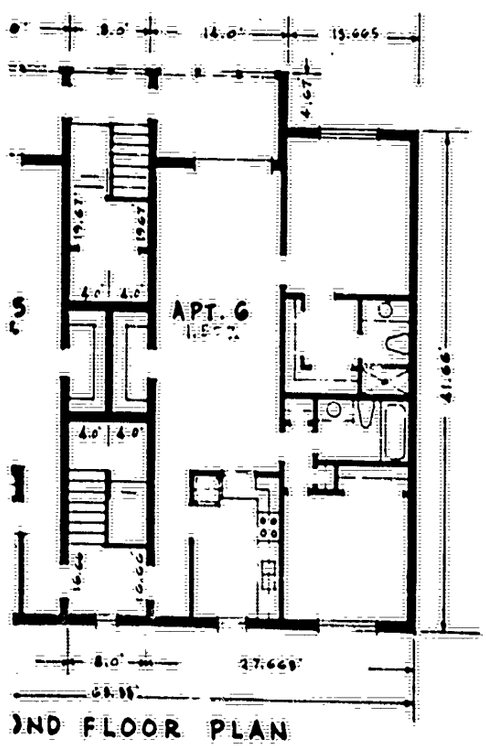
Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Pl. 856 & 880 Const Bk 2 Pg. 252



T FLOOR PLAN



ND FLOOR PLAN

TYPICAL BUILDING
OF
MYERLEE COUNTRY CLUB
ESTATES NORTH

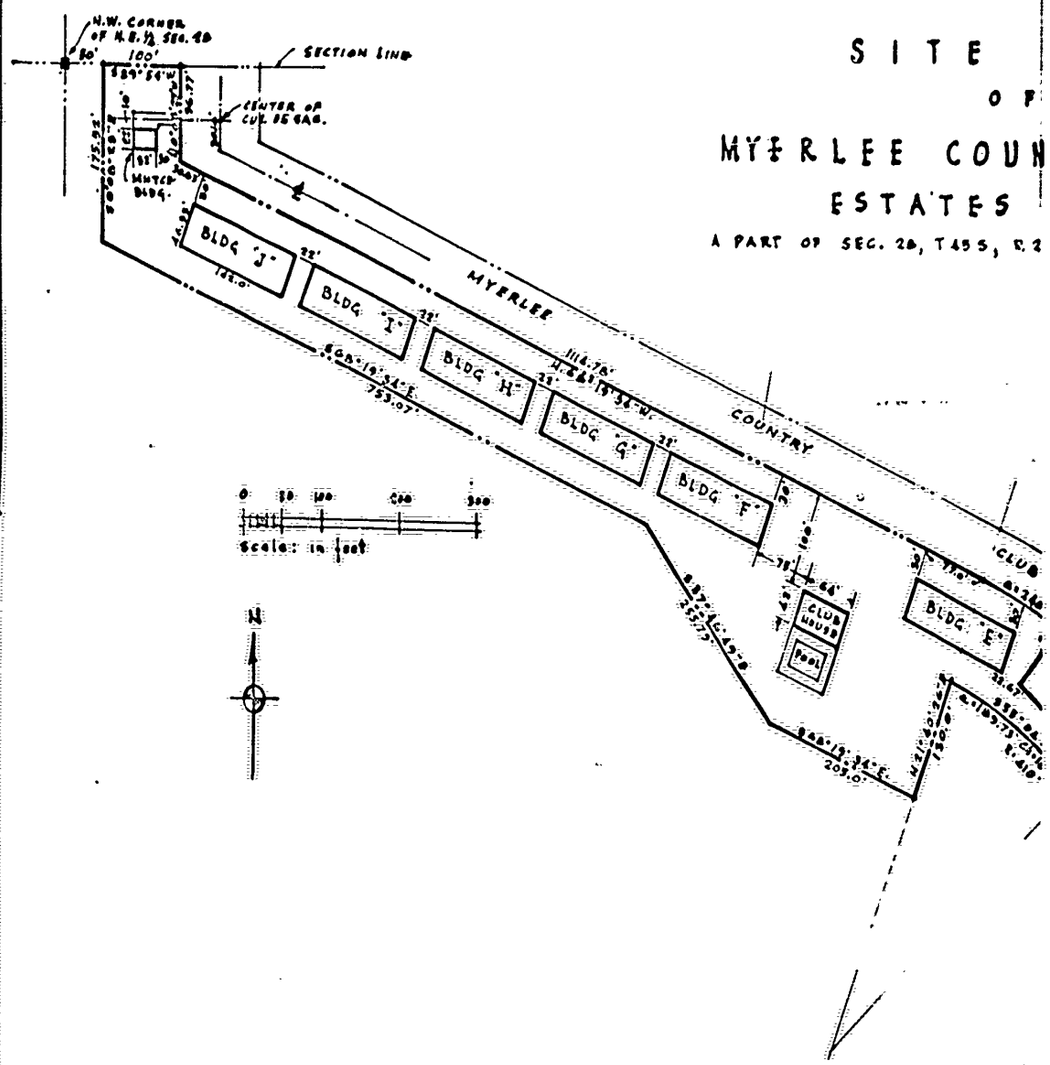
NOTE: BUILDINGS A, C, E, F, H & J ARE AS SHOWN. ON BUILDINGS B, D, G & L METER ROOM SHOWN OCCURS AT OPPOSITE HAND NEXT TO APT. 1, THEREFORE, PERCENTAGES SHOWN FOR APTS. 1 & 4 SHALL INTERCHANGE.

Frank Momoli, A.I.A.
ARCHITECT and PLANNER
FORT MYERS FLORIDA

SHEET NO. 2

EXHIBIT B

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024



SITE

OF

MYERLEE COUN

ESTATES

A PART OF SEC. 28, T 45 S, R. 2

Myerlee 'the planned community' by
L. & M. DEVELOPMENT CORP., Fort Myers, Florida

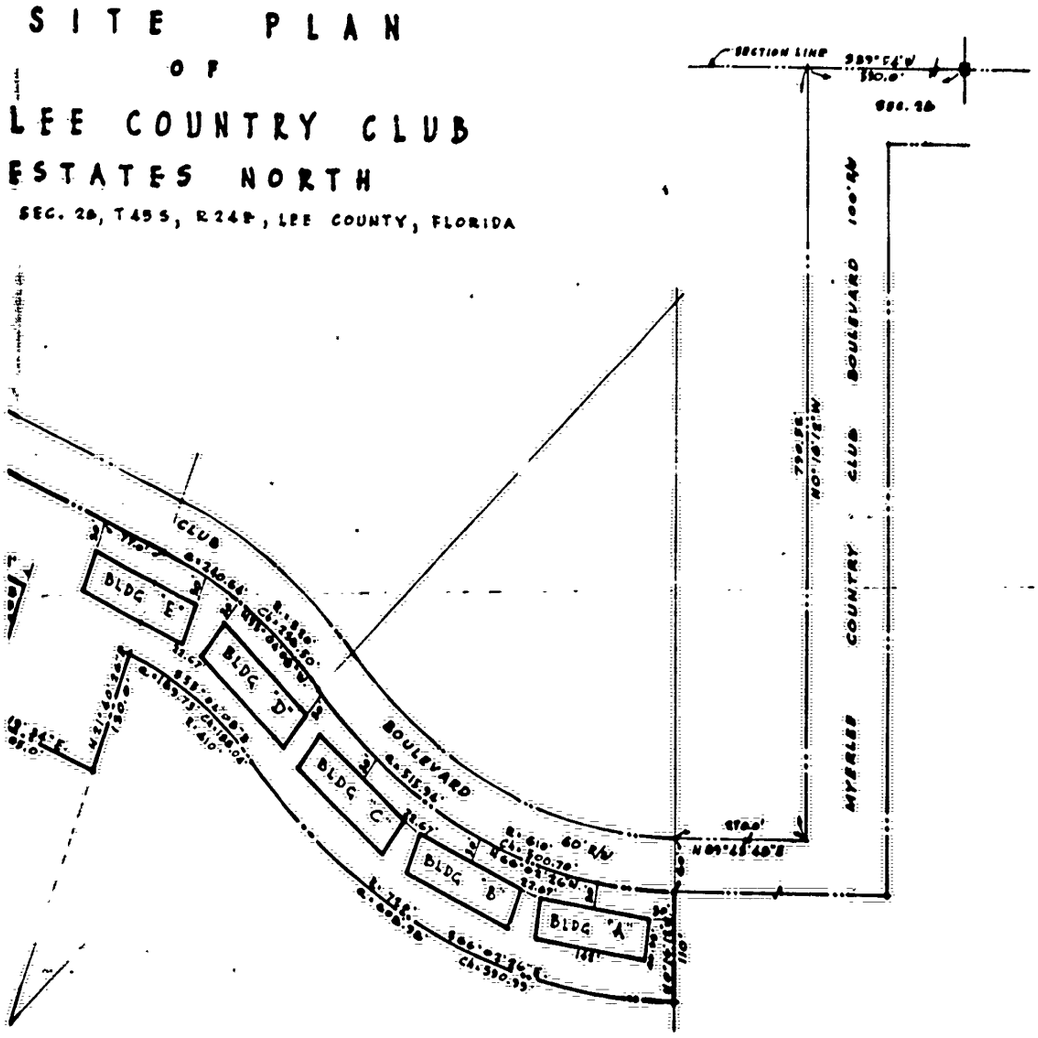
DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OR 856 PAGE 882

Condo Bk 2 Pg. 253

SITE PLAN
OF
LEE COUNTRY CLUB ESTATES NORTH

SEC. 28, T45S, R24E, LEE COUNTY, FLORIDA



Frank Momoli, A.I.A.
ARCHITECT and PLANNER
FORT MYERS FLORIDA

SHEET NO. 3 OF SHEETS

EXHIBIT B

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

EXHIBIT "C"

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, A.D., 19___, BETWEEN L & M DEVELOPMENT CORP., a Florida Corporation, party of the first part, and

of the County of and the State of party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Lee and State of Florida, to-wit:

Starting at the Northwest corner of the Northeast 1/4 of Section 28, Township 45 South, Range 24 East; thence N 89° 54' E along the North boundary line of aforesaid Section 28 a distance of 50 feet to a point and the principal place of beginning; thence S 0° 08' 25" W a distance of 175.52 feet; thence S 68° 19' 34" E a distance of 753.07 feet; thence S 37° 46' 49" E a distance of 255.79 feet; thence S 68° 19' 34" E a distance of 205.0 feet; thence 21° 30' 26" E a distance of 130.0 feet; thence by a curve that deflects to the right a distance of 189.73 feet, said curve having a radius of 410.0 feet and a chord that bears S 55° 04' 08" E a distance of 188.04 feet; thence by a curve deflecting to the left a distance of 608.98 feet, said curve having a radius of 720.0 feet and a chord that bears S 66° 02' 26" E a distance of 590.99 feet; thence N 0° 16' 12" W a distance of 110.0 feet; thence by a curve that deflects to the right a distance of 515.94 feet, said curve having a radius of 610.0 feet and a chord that bears N 66° 02' 26" W a distance of 500.70 feet; thence by a curve deflecting to the left a distance of 240.64 feet, said curve having a radius of 520.0 feet and a chord that bears N 55° 04' 08" W a distance of 238.50 feet; thence N 68° 19' 34" W a distance of 1114.78 feet; thence N 0° 08' 25" W a distance of 96.77 feet to a point on the North boundary line of Section 28; thence S 89° 54' W along the aforesaid North line of Section 28 a distance of 100.0 feet to the place of beginning.

The part of said lands hereby conveyed being:

Apartment Number _____ of MYERLEE COUNTRY CLUB ESTATES NORTH according to Declaration thereof dated _____, 1972, recorded in Official Records Book _____ at Page _____, Lee County, Florida, public records.

Together with all of the appurtenances thereto, all according to said Declaration of Condominium.

Subject, however, to all of the provisions of said Declaration of Condominium which the party of the second part assumes and agrees to observe and perform, including but not limited to the payment of assessments for the maintenance of said apartment and condominium.

And the said parties of the first part do hereby fully warrant the title to said lands and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in Cape Coral, Florida, the day and year above written.

Attest:

_____
President

_____
Secretary

(CORPORATE SEAL)

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STATE OF FLORIDA)
:
COUNTY OF LEE)

Before me personally appeared GUY MEMOLI and PHILIP MEMOLI, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named L & M DEVELOPMENT CORP., and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this ____ day of _____, A.D., 19___.

(NOTARY SEAL)

_____
Notary Public

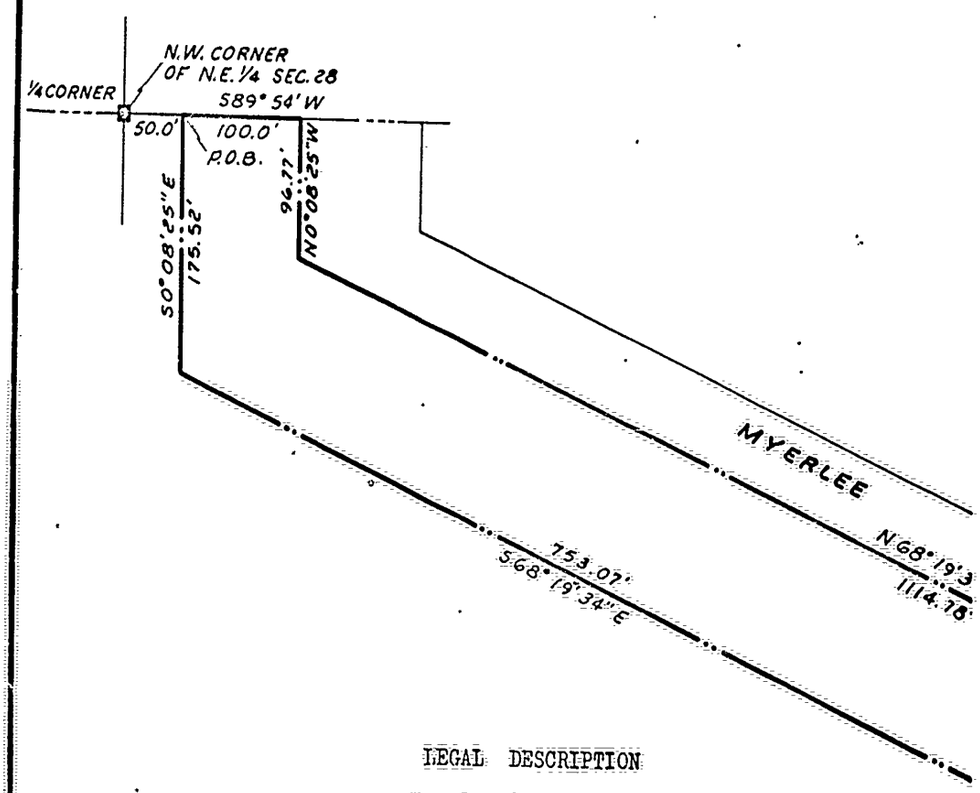
My Commission expires:

_____

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

EXHIBIT "D"
(1 of 2 pages)

OFF. REC. 856 PAGE 885



LEGAL DESCRIPTION

Myerlee Country Club
Estates North

Situated in the State of Florida, County of Lee, being a part of Section Township 45 South, Range 24 East and further bounded and described as follows

Starting at the Northwest corner of the Northeast ¼ of aforesaid Section thence N 89° 54' E along the North boundry line of aforesaid Section 28 a distance of 50 feet to a point and the principal place of beginning; thence S 0° 08' 25" E a distance of 175.52 feet; thence S 68° 19' 34" E a distance o 753.07 feet; thence S 57° 46' 49" E a distance of 255.79 feet; thence S 68° 19' 34" E a distance of of 205.0 feet; thence N 21° 40' 26" E a distanc 130.0 feet; thence by a curve that deflects to the right a distance of 189.73 said curve having a radius of 410.0 feet and a chord that bears S 55° 04' 08" distance of 188.04 feet; thence by a curve deflecting to the left a distance 608.98 feet, said curve having a radius of 720.0 feet and a chord that bears S 66° 02' 26" E a distance of 590.99 feet; thence N 0° 16' 12" W a distance o 110.0 feet; thence by a curve that deflects to the right a distance of 515.94 feet, said curve having a radius of 610.0 feet and a chord that bears N 66° 02' 26" W a distance of 500.70 feet; thence by a curve deflecting to th left a distance of 240.64 feet, said curve having a radius of 520.0 feet and chord that bears N 55° 04' 08" W a distance of 238.50 feet; thence N 68° 19' 3 a distance of 1114.78 feet; thence N 0° 08' 25" W a distance of 96.77 feet to point on the North boundary line of Section 28; thence S 89° 54' W along the aforesaid North line of Section 28 a distance of 100.0 feet to the place of beginning.

I hereby certify that this plat of Myerlee Country Club Estates North is true and correct representation of the herein described land according to a recent survey made and platted under my directions.

Howell F. Davis
Registered Land Surveyor
Florida Certificate No. 1884

HOWELL F. DAVIS CERTIFICATE NO. 1884 REGISTERED LAND SURVEYOR STATE OF FLORIDA

Scale: 1" = 100'
Date: July 26, 1972

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REC. 856 PAGE 886

SURVEY

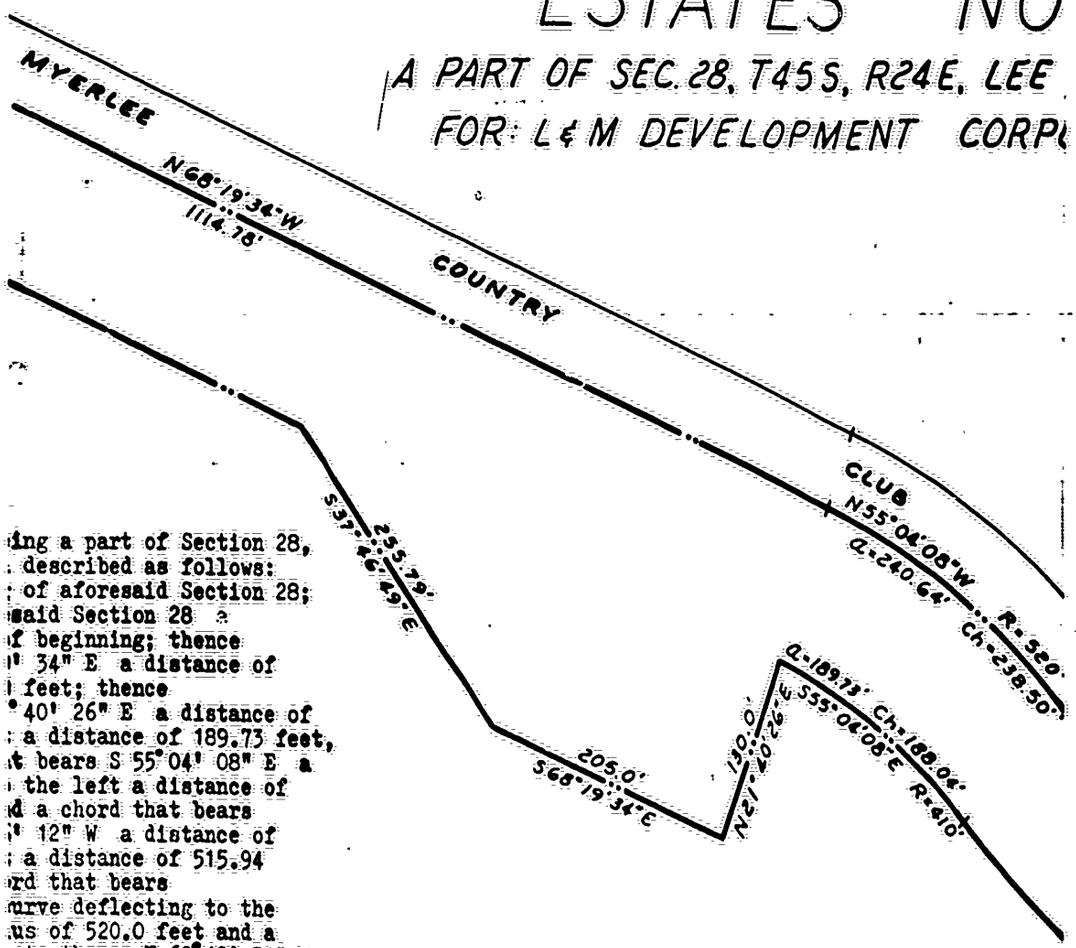
OF

MYERLEE COUNTRY

ESTATES NO

A PART OF SEC. 28, T45S, R24E, LEE

FOR: L & M DEVELOPMENT CORP



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described as follows:
of aforesaid Section 28;
said Section 28
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DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

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OFF. REC. 856 PAGE 897

EXHIBIT "D"
(2 of 2 pages)

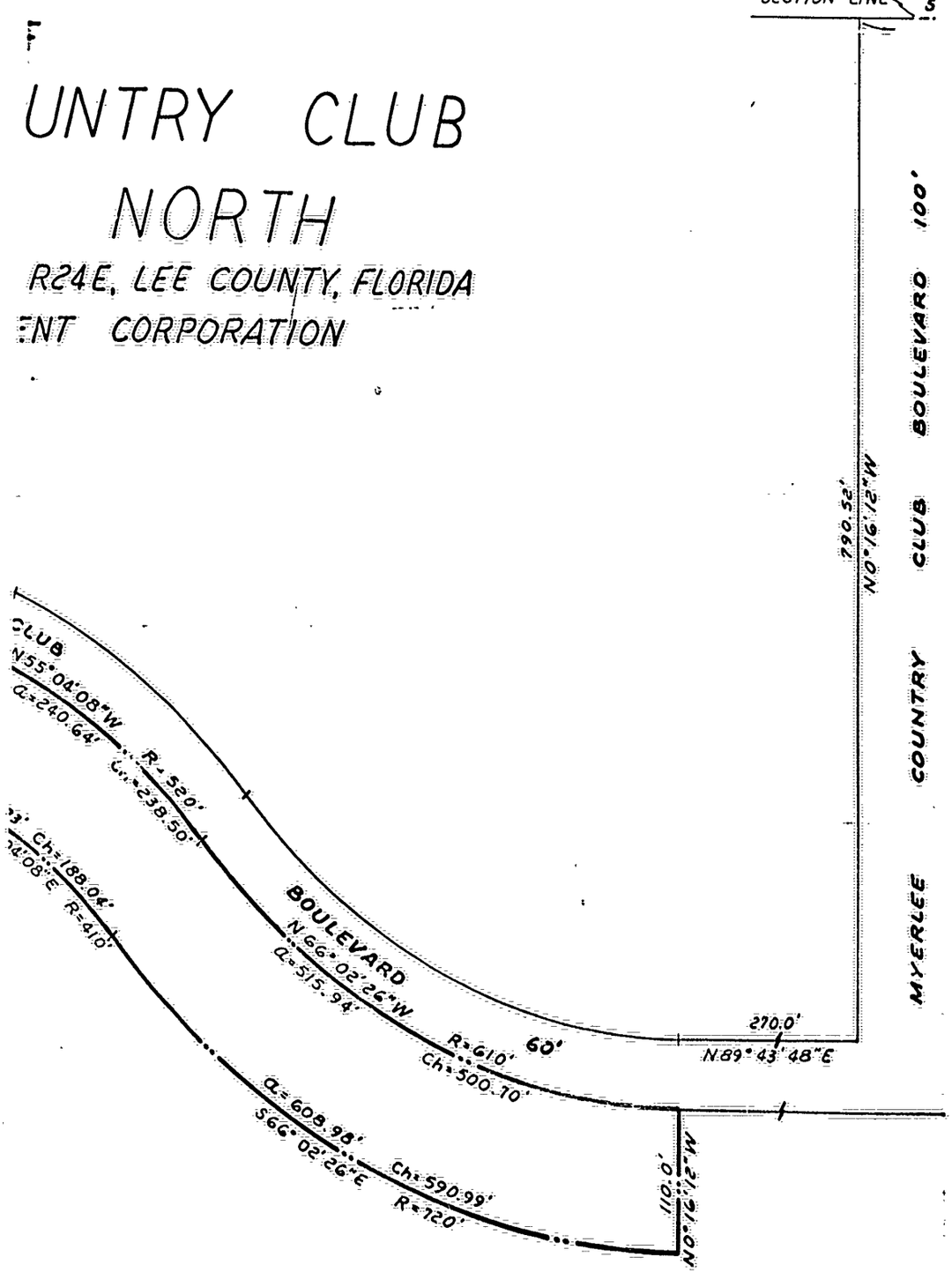
Y PLAT

UNTRY CLUB

NORTH

R24E, LEE COUNTY, FLORIDA

:NT CORPORATION



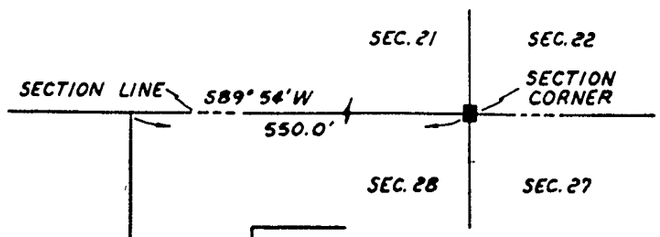
DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Cond Bk 2 Pg 254

40P.

EXHIBIT "D"
(2 of 2 pages)

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MYERLEE COUNTRY CLUB BOULEVARD 100'

790.52'
N0°16'12"W

270.0'
N89°43'48"E

60'

70'

110.0'
N0°16'12"W

RECORDED IN OFFICIAL RECORDS OF LEE COUNTY, FLORIDA

SEP 22 8 40 AM '72

CLERK CIRCUIT COURT
BY L. Marks D.C.

HOWELL F. DAVIS & ASSC.
6061-D McGREGOR BLVD.
FORT MYERS, FLORIDA

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

18.00

OFF. REC. 900 PAGE 850

703249

DEED OF RESTRICTIONS

GUY MEMOLI, TRUSTEE, joined by his wife, ROSE MEMOLI,

to

ALL PRESENT AND FUTURE OWNERS of lands described as Lots 1-11 inclusive of an unrecorded plat of Myerlee Subdivision, Unit 2, a copy of which is attached.

WITNESSETH, That WHEREAS, The aforesaid Grantor is the owner of all of the lands hereinabove described; and

WHEREAS, It is the intention and desire of said Grantor herein that said lands be restricted in the manner hereinafter set forth in detail.

NOW, THEREFORE, KNOW YE That all future conveyances of any of the lands hereinabove described shall be subject to the following restrictions from the date hereof up to and including 1 March 1997, which said restrictions shall be binding upon the parties hereto, their assigns or legal representatives, which said restrictions shall be applicable to and run with the land during the term hereof:

1. All of the lots are restricted to use for a single family, one-floor residence.

2. No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions.

3. All lawns and landscaping shall be as approved. No gravel or blacktop or paved parking strips are to be allowed except as shown on the plot plan submitted for approval under Paragraph 4.

4. In order to insure that the homes and other buildings will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed or allowed to remain on any of the said lots in this subdivision until a set of plans and specifications, including a plot plan showing the location of the buildings or other structures, terraces, patios, walls, driveways, fences, docks, poles, property lines and setbacks, is submitted to the Grantor or to an association of the landowners and approved by the Grantor or said association of landowners as meeting the requirements of these restrictions. Refusal of approval of plans and specifications and location by the owner or an association may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the owner or association shall seem sufficient. No alterations in the exterior appearance of buildings or structures shall be made without approval. The provisions herein contained shall apply equally to repair, alteration or modification made in any building, wall or other structure on said sublots.

The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor or association or any of the lot owners from enforcing these provisions.

The Grantor herein may offer the individual lot owners in this subdivision an opportunity to form an association of lot owners and, upon the formation of said association, the Grantor shall assign to said association equal rights to approve plans, specifications and locations of buildings and to enforce these restrictions.

5. All buildings erected or constructed shall conform in area and setback limitations to the following:

A. Minimum square foot of living area, 1400. Setback requirements shall comply with existing Lee County regulations.

ADNEPLY, ALOIA & DUDLEY
Attorneys & Counselors at Law
1314 CAPE CORAL PKWY
P O BOX 838
CAPE CORAL, FLA 33904

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B. Where two or more lots are acquired and used as a single building site, the side of lot lines shall refer only to the lines bordering on the adjoining property owner.

6. The method of determining the square footage of proposed buildings and structures of additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the living area of the building or structure.

7. No garage shall be erected which is separated from the main building. Each home shall include at least one single car garage. Open carports are prohibited.

8. No hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from the adjoining lot or which shall naturally impair the continuity of the general landscaping plan of the subdivision.

For this purpose a hedge should be maintained at no greater height than four feet and that no wall or fence shall be erected or placed within the front set back lines of any lot unless said wall or fence shall be ornamental and a desired feature and shall not in any manner impair the general scheme of the subdivision area. The subdivision may in its discretion approve minor projections above the restricted heights for architectural features.

9. No wall or fence of any kind whatsoever shall be constructed on any lot until after the heighth, type, design and location thereof shall have been approved in writing by the Grantor or the association of the landowners.

10. No trailer shall be allowed on any of the sold lots. No lot shall be used as a junk yard or auto graveyard. No trucks or house trailers of any kind shall be permitted to be parked in this subdivision for a period of more than four hours unless the same is present in the actual construction or repair of buildings located on the land, and no truck shall be parked overnight in areas zoned as residential.

11. Construction of a residence shall commence within 18 months after date of purchase on any individual lot or combination of lots.

12. No animals, birds or reptiles of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

13. All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties.

14. No outdoor clothes drying shall be allowed except in the rear yard and in the case of corner lots, may not be placed within 40 feet of the side street line. On waterfront lots, the clothes drying area shall be on the side yard of the lot and shall be shielded from view through the use of shrubbery.

15. No "For Rent" or "For Sale" signs larger than 216 square inches shall be erected or displayed on this property or on any structure, unless the placement and character, form and size of such sign be first approved in writing by the Grantor or association. No signs of a commercial nature shall be erected.

16. The Grantor reserves the right to dedicate the roads, streets, avenues, waterways and necessary easements abutting the lots to public use without consent of the Grantees.

The Grantor further reserves the right to dedicate or grant certain easements for the purpose of installing and maintaining public, quasi-public and/or private utilities and drainage, and for such other purposes incident to the development of the property, without the consent of the Grantees.

ADDERLY, ALOIA & DUDLEY
Attorneys & Counselors at Law
1714 CAPE CORAL PKWY
P. O. BOX 989
CAPE CORAL, FLA. 33904

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The aforementioned easements shall be confined to six feet along the front and sides or rear line of each lot.

17. The Grantor hereby expressly reserves the right to close or alter the bounds of presently existing roads, excavate additional waterways or change the course of existing waterways, alter the bounds of easements or dedicate new easements, or to do any other act necessary or felt desirable by the Grantor in order that the final plat of the subdivision may conform to a certain master development plan being used by the Grantor. No permission or consent of any owner of lands in this subdivision shall be necessary as a condition precedent to any action in accord with the foregoing that the Grantor may take.

18. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises hereby conveyed, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Grantee herein shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Grantor or association may enter upon the lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

19. The failure of the Owner or association to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

20. The Grantor or association reserves the right to itself, its agent, employees or any contractor or subcontractor dealing with the Grantor or association, to enter upon the land covered by these restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to completing any dredging, filling, grading or installation of drainage, water lines or sewer lines. These reserved rights in the Grantor or association shall also apply to any additional improvements which the Grantor or association has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications or any other improvements. In this respect, the Grantor or association agrees to restore said property to its condition, at the time of said entry, and shall have no further obligation to the Grantee in connection therewith.

21. Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor or association or individual lot owner of said subdivision, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said condition, restrictions or covenants, and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor or association or individual lot owner shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

22. The Grantor or his successor reserves the right to hereafter, from time to time: amend, modify, add, delete, or grant exceptions from any or all of the foregoing restrictions without notice to or consent from the Grantee. No residential lot shall be subdivided into two or more lots. All construction shall be of new material. Provided, however, that this paragraph shall not be used for the purpose of reducing or downgrading the standard or quality of the restrictions in effect in the subdivision in which the property is located and provided further that this paragraph shall not be used to change the residential character of the property in this subdivision.

23. Invalidation of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

ADDERLY, ALOIA & DEELEY
Attorneys & Counselors at Law
1514 CAPE CORAL PKWY
P. O. BOX 838
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24. The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands herein described running with the land and shall be deemed for the benefit of all the lands in the subdivision, and it shall be and remain in full force for twenty-one (21) years from the date of the recording of this instrument, after which they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots in the subdivision it is agreed to change them in whole or in part.

25. By accepting a deed to land in this subdivision, the Grantee agrees that the foregoing restrictions, limitations, covenants, and conditions are made as part of the consideration for the conveyance and as part of the purchase price of the above described lands and that there are covenants running with the land and shall be binding upon the Grantee and all subsequent owners.

26. All television and radio antennas or towers of any description above ground shall be prohibited.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal this 1st day of February, 1973.

Signed, Sealed and Delivered in the Presence of:

Guy Memoli
Guy Memoli, Trustee

Rose Memoli
Rose Memoli

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, That on this 1st day of February, 1973, before me personally appeared Guy Memoli, Trustee, and Rose Memoli, his wife, known to me to be the persons described in and who executed the foregoing Deed of Restrictions, and they acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Cape Coral in the County of Lee, and State of Florida, the day and year last aforesaid.

Notary Public

(Notary Seal)

My Commission Expires.

25 October 1976

ADDERLY, ALOIA & DUDLEY
Attorneys & Counselors at Law
1714 CAPE CORAL PKWY
P O BOX 539
CAPE CORAL, FLA 33904

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MYERL

SUBDIVISION

IN SECTIONS 27 & 28, T45S, R26E, LEE

OFF. REC. 900 PAG. 884

OWNERSHIP:
BOULEVARD UTILITIES CORP.
% JOE BAUM
2436 HOLLYWOOD BLVD.
HOLLYWOOD, FLA.

OWNERSHIP:
FLORIDA CITIES WATER Co.

SEC. 22

CONC. MON.

N 89° 54' E SECTION LINE

MYERLEE COUNTRY

SEC. 28

THIS PLAT DEDICATES THIS AREA TO LEE COUNTY.

PRM

N 89° 54' E 276.93'

P.O.B.

S 89° 54' W 150.0'

PRM 100.0'

50.0'

R=25 94.93'
Δ=39.56'
CH=39.41'
N46°48'54"E

95.0' 95.0' 95.0'

9 10 11

140.0' S 0°16'12"E

160.0' S 0°16'12"E

114.93'

6' DRAINAGE EASEMENT

110.0'

S 89° 54' W 190.0'

8

85.06'

110.0'
S 89° 43' 48" W

7

85.05'

MYERLEE

6

85.06'

6' DRAINAGE EASEMENT

GOLF

5

85.05'

N 0° 16' 12" W 656.90'

COURSE

4

80.0'

S 0°16'12"E

3

80.0'

2

80.0'

1

80.0'

6' DRAINAGE EASEMENT

PRM S 89° 43' 48" W

BOULEVARD 100'

CLUB

COUNTRY

MYERLEE

OWNERSHIP: G & M DEVELOPMENT CORP.

N 0° 16' 12" W

100' F.P.L. Co. EASEMENT

60' I.D.D. CANAL H-46

SECTION LINE

SCALE: 1"=60' DATE: 7-30-58

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PLAT BOOK ___ PAGE ___

ERLEE
SION-UNIT 2

T.46S., R.26E., LEE COUNTY, FLORIDA

OFF. REC. 900 PG. 885

OWNERSHIP:
LEE COUNTY BOARD OF INSTRUCTION

OWNERSHIP:
PRESS LANE MANOR
SOUTH CONDOMINIUM
ASSOCIATION.

SEC. 22 | SEC. 21
SECTION CORNER
TWP. 45S., R.26E.
CONC. MON.

N89°54'45"E 1747.53'

CLUB BOULEVARD 50'

WINKLER ROAD 100'

SEC. 28 | SEC. 27
P.O.B.
130.0'
50.0'
50.0'
P.R.M.
N89°54'45"E 395.08'
P.R.M. 1321.68'
105.0'
105.0'
105.0'
80.08' R=25' Δ=39°19' CA=35.36' S45°10'45"E
P.R.M.
N0°16'12"W 180.0'
180.0'
N0°05'15"W 180.0'
S0°16'12"E 115.08'
12
13
14
15
105.55'
105.0'
105.0'
105.45'
P.R.M.
S89°54'45"W 420.0'
110.0'

UNPLATTED

50' I.R.O. CANAL N-46
SECTION LINE

RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
FEB 5 12 36 PM '73
CLERK OF CIRCUIT COURT
By ___ D.C.

DATE: 7-30-72

MORTGAGEES CONSENT TO PLATTING:
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT MYERS, HOLDERS OF A CERTAIN MORTGAGE RECORDED IN O.R. BOOK 787 PAGE 119, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, HEREBY CONSENT TO RATIFY, APPROVE AND CONFIRM THE PLAT DEDICATIONS APPEARING THEREON THIS 26TH DAY OF SEPTEMBER A.D. 1972

ATTEST THOMAS F. ORTHMAN
SECRETARY - TREASURER

BY W. T. HOWARD
PRESIDENT

ACKNOWLEDGEMENT:
STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, AUTHORITY OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT MYERS, WITH W. T. HOWARD, PRESIDENT AND THOMAS F. ORTHMAN, SECRETARY-TREASURER, TO ME KNOWN TO BE THE PERSONS WHO SIGNED THE FOREGOING EXECUTION AND THEY ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS FOR THE USE AND PURPOSES HEREIN MENTIONED AND THEY AFFIXED THERETO THE OFFICIAL SEAL OF SAID ASSOCIATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 26TH DAY OF SEPTEMBER A.D. 1972.

MY COMMISSION EXPIRES:
JUNE 19 1974

NOTARY PUBLIC

PAGE 3 OF 3

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840738

GRANT OF EASEMENT

OFF REC 1071 PG 1959

STATE OF FLORIDA

COUNTY OF LEE

This indenture made and entered into on this 14th day of October, 1974, by and between L & M Development Corp., a Florida corporation, and Myerlee Golfside East Condominium Association, a Florida non-profit corporation existing under the provisions of Chapter 711, Florida Statutes, as Grantors; and Florida Cities Water Company, a Florida corporation, Grantee:

Whereas the Grantors are seized in fee simple and in possession of certain lands lying in Section 27, Township 45 South, Range 24 East, Lee County, Florida, and have installed and emplaced water and sewer lines, pipes and conduits in those lands for the use and benefit of occupants, residents and owners within those lands, and;

Whereas the Grantee has agreed to supply water and to otherwise service said water lines and sewers from the outer boundaries of said lands up to and including installed meters for the said water and sewer lines, pipes and conduits, and;

THEREFORE, the Grantors in consideration of $10.00 and other good and valuable considerations, including the services offered by the Grantee as expressed above, grant to the Grantee an easement of entry and right of way over the lands hereinafter described to include the right to utilize all existing and future private roads and access ways constructed by the Grantor in the developments known as Myerlee Golfside East Condominium, Myerlee Park Condominium and Myerlee Square Shopping Center; said grants being further described as two water line easements and two sanitary sewer easements as described in attachments hereto designated as Exhibits A, B, C & D.

Signed and executed this 14th day of October, 1974, at Fort Myers, Florida.

1. Judith K. Ottey
2. Philip Memoli

GRANTORS:

L & M DEVELOPMENT CORP.

By Guy Memoli
Guy Memoli, President

1. Judith K. Ottey
2. Philip Memoli

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION

By Guy Memoli
Guy Memoli, Chairman
Board of Governors

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF REC 1071 PG 1970

ACCEPTED BY: FLORIDA CITIES WATER COMPANY

1. _____ By _____

2. _____

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GUY MEHOLI well known to me to be the President of L & M Development Corp. and the Chairman of the Board of Governors of Myerlee Golfside East Condominium Association, the corporation and non-profit corporation named as Grantees in the foregoing Grant of Easement, and he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and non-profit corporation and that the seals affixed thereto are the true corporate seals of said corporations.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of October, A. D., 1974.

My Commission Expires:
25 October 1976

Notary Public

(NOTARY SEAL)

THIS INSTRUMENT PREPARED BY:

J. C. ADDERLY
Attorney at Law
P. O. Box 535
Cape Coral, Florida 33904

ADDERLY, ALOIA & DUDLEY
Attorneys & Counselors at Law
1714 CAPE CORAL PKWY
P. O. BOX 535
CAPE CORAL, FLA. 33904

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

WATER LINE EASEMENT

MYERLEE PARK CONDOMINIUM AREA

AND MYERLEE GOLFSIDE EAST CONDOMINIUM AREA

OFF REC 1071 PG 1971

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT TO BE 12.00 FEET WIDE, 6.00 FEET EITHER SIDE OF THE CENTER-LINE BETWEEN THE FOLLOWING DESCRIBED POINTS:

STARTING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF EDGEWATER CIRCLE (50.00 FEET WIDE) EXTENDED AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD (50.00 FEET WIDE); THENCE SOUTH 0° 16' 12" W PARALLEL TO THE CENTERLINE OF EDGEWATER CIRCLE (50.00 FEET WIDE) A DISTANCE OF 360.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE N 89° 43' 48" E, PARALLEL TO THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 680.00 FEET; THENCE S 0° 13' 28" W, PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE (PRIVATE ROAD) A DISTANCE OF 800.00 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDGEWATER CIRCLE THE TERMINUS OF THE EASEMENT LINE.

EASEMENT TO INCLUDE AN ACCESS LANE FROM THE WATER MAIN 12.00 FEET WIDE TO AND 12.00 FEET BEYOND ALL HYDRANTS, WATER VALVES AND WATER METERS WITHIN THE MYERLEE PARK CONDOMINIUM AREA AND MYERLEE GOLFSIDE EAST CONDOMINIUM AREA.

WATER MAIN, HYDRANTS, WATER VALVES AND WATER METERS REFERRED TO ARE THOSE AS SHOWN ON MYERLEE PARK SITE PLAN DRAWING OF WATER LINES AS PREPARED BY HOWELL F. DAVIS AND ASSOCIATES, INC. CONSULTING ENGINEERS AND SURVEYORS, FORT MYERS, FLORIDA. DATED 2-27-73.

EXHIBIT "A"

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF REC 1071 PG1972

SANITARY SEWER EASEMENT

MYERLEE PARK CONDOMINIUM AREA

AND MYERLEE GOLFSIDE EAST CONDOMINIUM AREA

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 27 TOWNSHIP 45 SOUTH, RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT TO BE 12.00 FEET WIDE, 6.00 FEET EITHER SIDE OF THE CENTER-LINE BETWEEN THE FOLLOWING DESCRIBED POINTS:

PARCEL #1 (NORTHWEST CORNER PORTION MYERLEE PARK)

STARTING AT THE INTERSECTION OF THE WESTERLY LINE OF THE AFORESAID SECTION 27 AND THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD (50.00 FEET WIDE); THENCE EAST ALONG THE AFORESAID CENTERLINE A DISTANCE OF 100.00 FEET; THENCE SOUTH A DISTANCE OF 32.00 FEET TO A POINT AND THE PLACE OF BEGINNING; THENCE EASTERLY 10.00 FEET MORE OF LESS TO MANHOLE #25; THENCE CONTINUE EASTERLY, ON A LINE APPROX-IMATELY PARALLEL TO THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD, A DISTANCE OF 350.00 FEET TO MANHOLE #24 LOCATED WITHIN THE RIGHT-OF-WAY OF EDGEWATER CIRCLE (50.00 FEET WIDE).

PARCEL #2 (NORTH CENTRAL PORTION MYERLEE PARK)

STARTING AT INTERSECTION OF THE CENTERLINES OF MYERLEE COUNTRY CLUB BOULEVARD AND EDGEWATER CIRCLE; THENCE EAST ALONG THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 150.00 FEET; THENCE SOUTH A DISTANCE OF 30.00 FEET TO A POINT AND THE PLACE OF BEGINNING; THENCE EASTERLY 10.00 FEET MORE OR LESS TO MANHOLE #28; THENCE CONTINUE EASTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTER-LINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 90.00 FEET TO MANHOLE #27; THENCE CONTINUE EASTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD, A DISTANCE OF 395.00 FEET TO MANHOLE #26; THENCE SOUTHERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE, (PRIVATE ROAD) A DISTANCE OF 395.00 FEET TO MANHOLE #21 LOCATED IN THE NORTHEAST CORNER OF PARCEL #4.

EXHIBIT "B"

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

PARCEL #3 (NORTHEAST CORNER PORTION MYERLEE PARK)

ALONG A LINE STARTING AT MANHOLE #26 (LOCATED IN PARCEL #2); THENCE EASTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTER-LINE OF MYERLEE COUNTRY CLUB BOULEVARD, A DISTANCE OF 260.00 FEET TO MANHOLE #29, LOCATED 33.30 FEET SOUTH OF THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE CONTINUE EASTERLY A DISTANCE OF 260.00 FEET TO A POINT 15.00 FEET EAST OF MANHOLE #29-A WHICH IS LOCATED 30.30 FEET SOUTH OF THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD. AND ALSO ON THE EAST SIDE OF PARCEL #3, STARTING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINKLER ROAD, SAID POINT BEING 180.00 FEET SOUTH AND 50.00 FEET WEST OF THE INTER-SECTION OF THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD AND THE CENTERLINE OF WINKLER ROAD; THENCE WEST A DISTANCE OF 20.00 FEET MORE OR LESS TO MANHOLE #1; THENCE FROM A POINT 15.00 FEET NORTH OF MANHOLE #1 ON A LINE SOUTH (THRU MANHOLE #1, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF WINKLER ROAD, A DIS-TANCE OF 240.00 FEET TO MANHOLE #2 LOCATED IN THE NORTHEAST CORNER OF PARCEL #5.

PARCEL #5 (EAST CENTER PORTION OF MYERLEE PARK)

STARTING AT MANHOLE #2 LOCATED 16.35 FEET SOUTH OF THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD) IN THE NORTHEAST CORNER OF PARCEL #5; THENCE WESTERLY ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD) A DISTANCE OF 220.00 FEET TO MANHOLE #20; THENCE CONTINUE WEST ON A LINE APPROX-IMATELY PARALLEL WITH THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD) A DISTANCE OF 390.00 FEET TO MANHOLE #21 LOCATED IN THE NORTHEAST CORNER OF PARCEL #4. AND ALSO STARTING AT MANHOLE #2; THENCE SOUTH A DISTANCE OF 59.50 FEET TO MANHOLE #3; THENCE EAST 26.00 FEET TO THE LIFT STATION LOCATED IN THE RIGHT-OF-WAY OF WINKLER ROAD. AND ALSO STARTING AT MANHOLE #3; THENCE SOUTH ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF WINKLER ROAD (100.00 FEET WIDE) A DISTANCE OF 350.00 FEET TO MANHOLE #4 LOCATED IN THE NORTHEAST CORNER OF PARCEL #7, 20.80 FEET SOUTH OF THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD).

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PARCEL #4 (WEST CENTER PORTION MYERLEE PARK)

STARTING AT MANHOLE #21 LOCATED IN THE NORTHEAST CORNER OF PARCEL #4 27.30 FEET SOUTH OF THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD); THENCE WESTERLY A DISTANCE OF 380.00 FEET, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD), TO MANHOLE #22; THENCE CONTINUE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 290.00 FEET TO MANHOLE #23.

PARCEL #7 (SOUTHEAST CORNER PORTION MYERLEE PARK)

STARTING AT MANHOLE #4 LOCATED IN THE NORTHEAST CORNER OF PARCEL #7, 20.80 FEET SOUTH OF THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD); THENCE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 350.00 FEET TO MANHOLE #14; THENCE CONTINUE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 255.00 FEET TO MANHOLE #15, LOCATED IN THE NORTHEAST CORNER OF PARCEL #6, AND ALSO STARTING AT MANHOLE #4; THENCE SOUTHERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF WINKLER ROAD (100.00 FEET WIDE), A DISTANCE OF 400.00 FEET TO MANHOLE #6.

PARCEL #6 (SOUTHWEST CORNER PORTION MYERLEE PARK)

STARTING AT MANHOLE #15, LOCATED IN THE NORTHEAST CORNER OF PARCEL #6 28.80 FEET SOUTH OF THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD); THENCE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 380.00 FEET TO MANHOLE #16; THENCE CONTINUE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 290.00 FEET TO MANHOLE #17, AND ALSO STARTING AT MANHOLE #15; THENCE SOUTH, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE (PRIVATE ROAD); A DISTANCE OF 220.00 FEET TO MANHOLE #13; THENCE CONTINUE SOUTH A DISTANCE OF 15.00 FEET BEYOND MANHOLE #13 TO A POINT AND THE END OF EASEMENT LINE.

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

STARTING AT MANHOLE #6, LOCATED IN THE RIGHT-OF-WAY IN THE SOUTH-WEST CORNER OF THE INTERSECTION OF EDGEWATER CIRCLE (50.00 FEET WIDE) AND WINKLER ROAD (100.00 FEET WIDE); THENCE S 89° 43' 48" W PARALLEL TO THE CENTERLINE OF EDGEWATER CIRCLE A DISTANCE OF 255.00 FEET TO MANHOLE #7; THENCE CONTINUE S 89° 43' 48" W A DISTANCE OF 360.00 FEET TO MANHOLE #8; THENCE CONTINUE S 89° 43' 48" W A DISTANCE OF 295.00 FEET TO MANHOLE #11; THENCE CONTINUE S 89° 43' 48" W A DISTANCE OF 250.00 FEET TO MANHOLE #12; THENCE CONTINUE S 89° 43' 48" W A DISTANCE OF 15.00 FEET BEYOND MANHOLE #12. AND ALSO STARTING AT MANHOLE #11 LOCATED WITHIN THE RIGHT-OF-WAY OF EDGEWATER CIRCLE IN THE SOUTHWEST CORNER OF THE INTER-SECTION OF EDGEWATER CIRCLE AND FOXFIRE DRIVE (PRIVATE ROAD); THENCE S 22° 14' 45" W PARALLEL TO THE CENTERLINE OF FOXFIRE DRIVE A DISTANCE OF 400.00 FEET TO MANHOLE #11-A; THENCE CONTINUE S 22° 14' 45" W A DISTANCE OF 15.00 FEET BEYOND MANHOLE #11-A TO THF END OF THE EASEMENT LINE.

AND ALSO FROM MANHOLE #8 LOCATED WITHIN THE RIGHT-OF-WAY OF EDGE-WATER CIRCLE IN THE SOUTHWEST CORNER OF THE INTERSECTION OF EDGE-WATER CIRCLE AND CEDERHURST DRIVE (PRIVATE ROAD); THENCE S 22° 14' 45" W PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE A DISTANCE OF 295.00 FEET TO MANHOLE #9; THENCE CONTINUE S 22° 14' 45" W PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE A DISTANCE OF 330.00 FEET TO MANHOLE #10; THENCE CONTINUE S 22° 14' 45" W A DISTANCE OF 15.00 FEET BEYOND MANHOLE #10 TO A POINT AND THE END OF THE EASEMENT LINE.

CEDERHURST DRIVE, PALM WOOD DRIVE, SADDLE WOOD DRIVE AND FOXFIRE DRIVE ARE PRIVATE ROADS IN MYERLEE PARK CONDOMINIUM AREA AND GOLFSIDE EAST CONDOMINIUM AREA.

MANHOLE NUMBERS REFERRED TO ARE THOSE AS SHOWN ON MYERLEE PARK SITE PLAN DRAWING OF SANITARY SEWER AS PREPARED BY HOWELL F. DAVIS AND ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS. FORT MYERS, FLORIDA. DATED 2-27-73.

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF REC 1071 PG 1976

WATER LINE EASEMENT

FOR

MYERLEE SQUARE

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT IS TO BE 12.00 FEET WIDE, 6.00 FEET EITHER SIDE OF THE CENTERLINE BETWEEN THE FOLLOWING DESCRIBED POINTS:

STARTING AT THE INTERSECTION OF THE CENTERLINES OF EDGEWATER CIRCLE (50.00 FEET WIDE) AND CEDERHURST DRIVE (PRIVATE ROAD 50.00 FEET WIDE); THENCE S 22° 14' 45" W ALONG THE CENTERLINE OF THE AFORESAID CEDERHURST DRIVE A DISTANCE OF 395.00 FEET; THENCE S 68° 19' 34" E A DISTANCE OF 375.00 FEET TO THE NORTHWESTERLY LINE OF THE MYERLEE SQUARE SHOPPING CENTER BUILDING; THENCE S 22° 14' 45" W ALONG THE BUILDING LINE A DISTANCE OF 162.00 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID BUILDING; THENCE N 68° 19' 34" W A DISTANCE OF 8.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE N 22° 14' 45" E PARALLELL TO THE NORTHWESTERLY LINE OF THE AFORESAID BUILDING A DISTANCE OF 369.00 FEET; THENCE S 68° 19' 34" E A DISTANCE OF 195.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WINKLER ROAD (100.00 FEET WIDE) AND THE TERMINUS OF THE EASEMENT CENTERLINE.

EXHIBIT "C"

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF REC 1071 PG 1977

SANITARY SEWER EASEMENT

MYERLEE SQUARE

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT TO BE 12.00 FEET WIDE, 6.00 FEET EITHER SIDE OF THE CENTER-LINE (WITH A RADIUS OF 6.00 FEET AT THE TERMINAL ENDS) BETWEEN THE FOLLOWING DESCRIBED POINTS.

STARTING AT MANHOLE #9 LOCATED 25.00 FEET RIGHT OF STATION 3+30.00 OF CEDERHURST DRIVE IN GOLFSIDE EAST CONDOMINIUM AREA; THENCE ON A LINE TO MANHOLE #9-A LOCATED 78.00 FEET LEFT OF STATION 3+96.19 OF CEDERHURST DRIVE A DISTANCE OF 120.00 FEET; THENCE ON A LINE TO MANHOLE #9-B LOCATED 359.00 FEET LEFT OF STATION 3+96.19 OF CEDERHURST DRIVE A DISTANCE OF 280.00 FEET AND THE TERMINUS OF THE EASEMENT CENTERLINE.

RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
JAN 27 4 37 PM '75
SAL BERACI
CLERK OF CIRCUIT COURT

EXHIBIT "D"

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

933652

OFF. REC 1144 PG 224

GRANT OF EASEMENT

STATE OF FLORIDA

COUNTY OF LEE

This indenture made and entered into on this 14th day of October, 1974, by and between L & M Development Corp., a Florida corporation, and Myerlee Golfside East Condominium Association, a Florida non-profit corporation existing under the provisions of Chapter 711, Florida Statutes, as Grantors; and Florida Cities Water Company, a Florida corporation, Grantee:

Whereas the Grantors are seized in fee simple and in possession of certain lands lying in Section 27, Township 45 South, Range 24 East, Lee County, Florida, and have installed and emplaced water and sewer lines, pipes and conduits in those lands for the use and benefit of occupants, residents and owners within those lands, and;

Whereas the Grantee has agreed to supply water and to otherwise service said water lines and sewers from the outer boundaries of said lands up to and including installed meters for the said water and sewer lines, pipes and conduits, and;

THEREFORE, the Grantors in consideration of $10.00 and other good and valuable considerations, including the services offered by the Grantee as expressed above, grant to the Grantee an easement of entry and right of way over the lands hereinafter described to include the right to utilize all existing and future private roads and access ways constructed by the Grantor in the developments known as Myerlee Golfside East Condominium, Myerlee Park Condominium and Myerlee Square Shopping Center; said grants being further described as two water line easements and two sanitary sewer easements as described in attachments hereto designated as Exhibits A, B, C & D.

Signed and executed this 14th day of October, 1974, at Fort Myers, Florida.

1. Judith K. Petty
2. Guy Memoli

GRANTORS:

L & M DEVELOPMENT CORP.

By Guy Memoli
Guy Memoli, President

1. Judith K. Petty
2. Guy Memoli

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION

By Guy Memoli
Guy Memoli, Chairman
Board of Governors

FLORIDA DOC. STAMP TAX 00.30

DOCUMENTARY SURTAX 00.15

LEE COUNTY

1700 College Pkwy. Ft. Myers, 33907

ADDERLY, ALOIA & DUDLEY
Attorneys & Counselors at Law
1714 CAPE CORAL PKWY.
P. O. BOX 535
CAPE CORAL, FLA. 33904

RECORD VERIFIED
BY G. WOW

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

ACCEPTED BY: FLORIDA CITIES WATER COMPANY

1._____ By_____

2._____

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GUY MEMOLI well known to me to be the President of L & M Development Corp. and the Chairman of the Board of Governors of Myerlee Golfside East Condominium Association, the corporation and non-profit corporation named as Grantees in the foregoing Grant of Easement, and he acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and non-profit corporation and that the seals affixed thereto are the true corporate seals of said corporations.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of October, A. D., 1974.

My Commission Expires:
25 October 1976

Notary Public

(NOTARY SEAL)

THIS INSTRUMENT PREPARED BY:

J. C. ADDERLY
Attorney at Law
P. O. Box 535
Cape Coral, Florida 33904

ADDERLY, ALOIA & DUDLEY
Attorneys & Counselors at Law
1714 CAPE CORAL PKWY.
P. O. BOX 537
CAPE CORAL, FLA. 33904

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF. REC 1144 PG 226

WATER LINE EASEMENT
MYERLEE PARK CONDOMINIUM AREA
AND MYERLEE GOLFSIDE EAST CONDOMINIUM AREA

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT TO BE 12.00 FEET WIDE, 6.00 FEET EITHER SIDE OF THE CENTER-LINE BETWEEN THE FOLLOWING DESCRIBED POINTS:

STARTING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF EDGEWATER CIRCLE (50.00 FEET WIDE) EXTENDED AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD (50.00 FEET WIDE); THENCE SOUTH 0° 16' 12" W PARALLEL TO THE CENTERLINE OF EDGEWATER CIRCLE (50.00 FEET WIDE) A DISTANCE OF 360.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE N 89° 43' 48" E, PARALLEL TO THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 680.00 FEET; THENCE S 0° 13' 28" W, PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE (PRIVATE ROAD) A DISTANCE OF 800.00 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDGEWATER CIRCLE THE TERMINUS OF THE EASEMENT LINE.

EASEMENT TO INCLUDE AN ACCESS LANE FROM THE WATER MAIN 12.00 FEET WIDE TO AND 12.00 FEET BEYOND ALL HYDRANTS, WATER VALVES AND WATER METERS WITHIN THE MYERLEE PARK CONDOMINIUM AREA AND MYERLEE GOLFSIDE EAST CONDOMINIUM AREA.

WATER MAIN, HYDRANTS, WATER VALVES AND WATER METERS REFERRED TO ARE THOSE AS SHOWN ON MYERLEE PARK SITE PLAN DRAWING OF WATER LINES AS PREPARED BY HOWELL F. DAVIS AND ASSOCIATES, INC. CONSULTING ENGINEERS AND SURVEYORS, FORT MYERS, FLORIDA. DATED 2-27-73.

EXHIBIT "A"

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

SANITARY SEWER EASEMENT

MYERLEE PARK CONDOMINIUM AREA

AND MYERLEE GOLFSIDE EAST CONDOMINIUM AREA

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 27 TOWNSHIP 45 SOUTH, RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT TO BE 12.00 FEET WIDE, 6.00 FEET EITHER SIDE OF THE CENTER-LINE BETWEEN THE FOLLOWING DESCRIBED POINTS:

PARCEL #1 (NORTHWEST CORNER PORTION MYERLEE PARK)

STARTING AT THE INTERSECTION OF THE WESTERLY LINE OF THE AFORESAID SECTION 27 AND THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD (50.00 FEET WIDE); THENCE EAST ALONG THE AFORESAID CENTERLINE A DISTANCE OF 100.00 FEET; THENCE SOUTH A DISTANCE OF 32.00 FEET TO A POINT AND THE PLACE OF BEGINNING; THENCE EASTERLY 10.00 FEET MORE OF LESS TO MANHOLE #25; THENCE CONTINUE EASTERLY, ON A LINE APPROX-IMATELY PARALLEL TO THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD, A DISTANCE OF 350.00 FEET TO MANHOLE #24 LOCATED WITHIN THE RIGHT-OF-WAY OF EDGEWATER CIRCLE (50.00 FEET WIDE).

PARCEL #2 (NORTH CENTRAL PORTION MYERLEE PARK)

STARTING AT INTERSECTION OF THE CENTERLINES OF MYERLEE COUNTRY CLUB BOULEVARD AND EDGEWATER CIRCLE; THENCE EAST ALONG THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 150.00 FEET; THENCE SOUTH A DISTANCE OF 30.00 FEET TO A POINT AND THE PLACE OF BEGINNING;

THENCE EASTERLY 10.00 FEET MORE OR LESS TO MANHOLE #28; THENCE CONTINUE EASTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTER-LINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 90.00 FEET TO MANHOLE #27; THENCE CONTINUE EASTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD, A DISTANCE OF 395.00 FEET TO MANHOLE #26; THENCE SOUTHERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE, (PRIVATE ROAD) A DISTANCE OF 395.00 FEET TO MANHOLE #21 LOCATED IN THE NORTHEAST CORNER OF PARCEL #4.

EXHIBIT "B"

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

PARCEL #3 (NORTHEAST CORNER PORTION MYERLEE PARK)
ALONG A LINE STARTING AT MANHOLE #26 (LOCATED IN PARCEL #2); THENCE EASTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTER-LINE OF MYERLEE COUNTRY CLUB BOULEVARD, A DISTANCE OF 260.00 FEET TO MANHOLE #29, LOCATED 33.30 FEET SOUTH OF THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE CONTINUE EASTERLY A DISTANCE OF 260.00 FEET TO A POINT 15.00 FEET EAST OF MANHOLE #29-A WHICH IS LOCATED 30.30 FEET SOUTH OF THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD. AND ALSO ON THE EAST SIDE OF PARCEL #3, STARTING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINKLER ROAD, SAID POINT BEING 180.00 FEET SOUTH AND 50.00 FEET WEST OF THE INTER-SECTION OF THE CENTERLINE OF MYERLEE COUNTRY CLUB BOULEVARD AND THE CENTERLINE OF WINKLER ROAD; THENCE WEST A DISTANCE OF 20.00 FEET MORE OR LESS TO MANHOLE #1; THENCE FROM A POINT 15.00 FEET NORTH OF MANHOLE #1 ON A LINE SOUTH (THRU MANHOLE #1, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF WINKLER ROAD, A DIS-TANCE OF 240.00 FEET TO MANHOLE #2 LOCATED IN THE NORTHEAST CORNER OF PARCEL #5.

PARCEL #5 (EAST CENTER PORTION OF MYERLEE PARK)
STARTING AT MANHOLE #2 LOCATED 16.35 FEET SOUTH OF THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD) IN THE NORTHEAST CORNER OF PARCEL #5; THENCE WESTERLY ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD) A DISTANCE OF 220.00 FEET TO MANHOLE #20; THENCE CONTINUE WEST ON A LINE APPROX-IMATELY PARALLEL WITH THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD) A DISTANCE OF 390.00 FEET TO MANHOLE #21 LOCATED IN THE NORTHEAST CORNER OF PARCEL #4. AND ALSO STARTING AT MANHOLE #2; THENCE SOUTH A DISTANCE OF 59.50 FEET TO MANHOLE #3; THENCE EAST 26.00 FEET TO THE LIFT STATION LOCATED IN THE RIGHT-OF-WAY OF WINKLER ROAD. AND ALSO STARTING AT MANHOLE #3; THENCE SOUTH ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF WINKLER ROAD (100.00 FEET WIDE) A DISTANCE OF 350.00 FEET TO MANHOLE #4 LOCATED IN THE NORTHEAST CORNER OF PARCEL #7, 20.80 FEET SOUTH OF THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD).

264 pages

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

PARCEL #4 (WEST CENTER PORTION MYERLEE PARK)

STARTING AT MANHOLE #21 LOCATED IN THE NORTHEAST CORNER OF PARCEL #4 27.30 FEET SOUTH OF THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD); THENCE WESTERLY A DISTANCE OF 380.00 FEET, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD), TO MANHOLE #22; THENCE CONTINUE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF SADDLE WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 290.00 FEET TO MANHOLE #23.

PARCEL #7 (SOUTHEAST CORNER PORTION MYERLEE PARK)

STARTING AT MANHOLE #4 LOCATED IN THE NORTHEAST CORNER OF PARCEL #7, 20.80 FEET SOUTH OF THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD); THENCE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 350.00 FEET TO MANHOLE #14; THENCE CONTINUE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 255.00 FEET TO MANHOLE #15, LOCATED IN THE NORTHEAST CORNER OF PARCEL #6, AND ALSO STARTING AT MANHOLE #4; THENCE SOUTHERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF WINKLER ROAD (100.00 FEET WIDE), A DISTANCE OF 400.00 FEET TO MANHOLE #6.

PARCEL #6 (SOUTHWEST CORNER PORTION MYERLEE PARK)

STARTING AT MANHOLE #15, LOCATED IN THE NORTHEAST CORNER OF PARCEL #6 28.80 FEET SOUTH OF THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD); THENCE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 380.00 FEET TO MANHOLE #16; THENCE CONTINUE WESTERLY, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF PALM WOOD DRIVE (PRIVATE ROAD), A DISTANCE OF 290.00 FEET TO MANHOLE #17, AND ALSO STARTING AT MANHOLE #15; THENCE SOUTH, ON A LINE APPROXIMATELY PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE (PRIVATE ROAD); A DISTANCE OF 220.00 FEET TO MANHOLE #13; THENCE CONTINUE SOUTH A DISTANCE OF 15.00 FEET BEYOND MANHOLE #13 TO A POINT AND THE END OF EASEMENT LINE.

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STARTING AT MANHOLE #6, LOCATED IN THE RIGHT-OF-WAY IN THE SOUTH-WEST CORNER OF THE INTERSECTION OF EDGEWATER CIRCLE (50.00 FEET WIDE) AND WINKLER ROAD (100.00 FEET WIDE); THENCE S 89° 43' 48" W PARALLEL TO THE CENTERLINE OF EDGEWATER CIRCLE A DISTANCE OF 255.00 FEET TO MANHOLE #7; THENCE CONTINUE S 89° 43' 48" W A DISTANCE OF 360.00 FEET TO MANHOLE #8; THENCE CONTINUE S 89° 43' 48" W A DISTANCE OF 295.00 FEET TO MANHOLE #11; THENCE CONTINUE S 89° 43' 48" W A DISTANCE OF 250.00 FEET TO MANHOLE #12; THENCE CONTINUE S 89° 43' 48" W A DISTANCE OF 15.00 FEET BEYOND MANHOLE #12. AND ALSO STARTING AT MANHOLE #11 LOCATED WITHIN THE RIGHT-OF-WAY OF EDGEWATER CIRCLE IN THE SOUTHWEST CORNER OF THE INTER-SECTION OF EDGEWATER CIRCLE AND FOXFIRE DRIVE (PRIVATE ROAD); THENCE S 22° 14' 45" W PARALLEL TO THE CENTERLINE OF FOXFIRE DRIVE A DISTANCE OF 400.00 FEET TO MANHOLE #11-A; THENCE CONTINUE S 22° 14' 45" W A DISTANCE OF 15.00 FEET BEYOND MANHOLE #11-A TO THE END OF THE EASEMENT LINE.

AND ALSO FROM MANHOLE #8 LOCATED WITHIN THE RIGHT-OF-WAY OF EDGE-WATER CIRCLE IN THE SOUTHWEST CORNER OF THE INTERSECTION OF EDGE-WATER CIRCLE AND CEDERHURST DRIVE (PRIVATE ROAD); THENCE S 22° 14' 45" W PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE A DISTANCE OF 295.00 FEET TO MANHOLE #9; THENCE CONTINUE S 22° 14' 45" W PARALLEL TO THE CENTERLINE OF CEDERHURST DRIVE A DISTANCE OF 330.00 FEET TO MANHOLE #10; THENCE CONTINUE S 22° 14' 45" W A DISTANCE OF 15.00 FEET BEYOND MANHOLE #10 TO A POINT AND THE END OF THE EASEMENT LINE.

CEDERHURST DRIVE, PALM WOOD DRIVE, SADDLE WOOD DRIVE AND FOXFIRE DRIVE ARE PRIVATE ROADS IN MYERLEE PARK CONDOMINIUM AREA AND GOLFSIDE EAST CONDOMINIUM AREA.

MANHOLE NUMBERS REFERRED TO ARE THOSE AS SHOWN ON MYERLEE PARK SITE PLAN DRAWING OF SANITARY SEWER AS PREPARED BY HOWELL F. DAVIS AND ASSOCIATES, INC., CONSULTING ENGINEERS AND SURVEYORS. FORT MYERS, FLORIDA. DATED 2-27-73.

40 Acres

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF REC 1144 PG 231

WATER LINE EASEMENT

FOR

MYERLEE SQUARE

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT IS TO BE 12.00 FEET WIDE, 6.00 FEET EITHER SIDE OF THE CENTERLINE BETWEEN THE FOLLOWING DESCRIBED POINTS:

STARTING AT THE INTERSECTION OF THE CENTERLINES OF EDGEWATER CIRCLE (50.00 FEET WIDE) AND CEDERHURST DRIVE (PRIVATE ROAD 50.00 FEET WIDE); THENCE S 22° 14' 45" W ALONG THE CENTERLINE OF THE AFORESAID CEDERHURST DRIVE A DISTANCE OF 395.00 FEET; THENCE S 68° 19' 34" E A DISTANCE OF 375.00 FEET TO THE NORTHWESTERLY LINE OF THE MYERLEE SQUARE SHOPPING CENTER BUILDING; THENCE S 22° 14' 45" W ALONG THE BUILDING LINE A DISTANCE OF 162.00 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID BUILDING; THENCE N 68° 19' 34" W A DISTANCE OF 8.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE N 22° 14' 45" E PARALLELL TO THE NORTHWESTERLY LINE OF THE AFORESAID BUILDING A DISTANCE OF 369.00 FEET; THENCE S 68° 19' 34" E A DISTANCE OF 195.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WINKLER ROAD (100.00 FEET WIDE) AND THE TERMINUS OF THE EASEMENT CENTERLINE.

EXHIBIT "C"

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

OFF REC. 1144 PG 232

SANITARY SEWER EASEMENT

MYERLEE SQUARE

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

EASEMENT TO BE 12.00 FEET WIDE, 6.00 FEET EITHER SIDE OF THE CENTER-LINE (WITH A RADIUS OF 6.00 FEET AT THE TERMINAL ENDS) BETWEEN THE FOLLOWING DESCRIBED POINTS.

STARTING AT MANHOLE #9 LOCATED 25.00 FEET RIGHT OF STATION 3+30.00 OF CEDERHURST DRIVE IN GOLFSIDE EAST CONDOMINIUM AREA; THENCE ON A LINE TO MANHOLE #9-A LOCATED 78.00 FEET LEFT OF STATION 3+96.19 OF CEDERHURST DRIVE A DISTANCE OF 120.00 FEET; THENCE ON A LINE TO MANHOLE #9-B LOCATED 359.00 FEET LEFT OF STATION 3+96.19 OF CEDERHURST DRIVE A DISTANCE OF 280.00 FEET AND THE TERMINUS OF THE EASEMENT CENTERLINE.

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA JERRY FOGG, CLERK

JUN 14 1 25 PM '76

SAL GERACI CLERK OF CIRCUIT COURT

EXHIBIT "D"

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

10.00

OFF REC 1574 PG 1783

LICENSE

1509254

In exchange for the consideration stated herein, the Myerlee Park Apartments Condominium Association, the Myerlee Park North Condominium Association and the Myerlee Golfside East Condominium Association, hereby grant to United Telephone Company of Florida, this permit/license to install, maintain, repair, construct, improve, build, restore and have access to at all times for all purposes, buried telephone cable which is and will be located over and across the following described property, in the State of Florida, County of Lee, being part of Sections 27 and 28, Township 45 South, Range 24 East and further bounded and described as follows: Beginning at the northeast corner of Section 27, thence 122 feet to the west of the centerline of Winkler Road, thence 51 feet to the south on property maintained and owned by Myerlee Park North Condominium Association, continuing thence a distance of 532 feet to the west in a boundary to the rear of buildings owned by members of said condominium association, which faces Myerlee Country Club Boulevard, thence crossing a private road known as Cedarhurst Drive Southwest for a distance of 24 feet, thence to the west on property owned and maintained by Myerlee Park Apartments Condominium Association, to a distance of 653 feet following a boundary to the rear of buildings owned by members of said condominium association which faces Myerlee Country Club Boulevard, thence crossing a private road known as Edgewater Circle West for a distance of 28 feet, thence to the west of property owned and maintained by Myerlee Golfside East Condominium Association to a distance of 913 feet following a boundary to the rear of buildings owned by said condominium association which faces Myerlee Country Club Boulevard, thence to the north to a distance of 126 feet to the southerly right-of-way of Myerlee Country Club Boulevard, continuing thence to the west at a distance of 157 feet in the right-of-way of Myerlee Country Club Boulevard, thence to the south at a distance of 140 feet on property owned and maintained by Myerlee Golfside East Condominium Association, thence

RECORD VERIFIED - SAL GERACI CLERK
BY: C FORTINO, D.C.

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

to the west at a distance of 342 feet following a boundary to the rear of buildings owned by members of said condominium association which faces Myerlee Country Club Boulevard, thence ending in the westerly right-of-way of Myerlee Country Club Boulevard along the north line of Section 28.

United Telephone Company of Florida, will be liable for damages resulting from its negligence or the negligence of its contractors, to existing waterlines, sprinkler systems, sod, shrubs, buried power, buried cablevision, and telephone lines for a reasonable amount of time set at 30 days after completion of construction.

United Telephone Company of Florida and its contractors will restore any damaged area of facilities to the condition they were in prior to said construction. United Telephone Company of Florida will also limit the utility trucks used in constructing and maintaining buried telephone cable to the smallest possible vehicle consistant with good and safe construction practices, to reduce possible damages to said area.

Agreed this 15th day of Jan 1982:

Myerlee Park Apartments Condominium Association
6916 ~~6950~~ Cedarhurst Drive, S.W.
Fort Myers, Florida 33908
By: C. J Jablonski

Witness: Frances Langley
Witness: Bobbie Taylor

Myerlee Park North Condominium Association
6911 Cedarhurst Drive, S.W.
Fort Myers, Florida 33908
By: Wm. H Heitmuller Jr.

Witness: William M Boyd
Witness: Bobbie Taylor

Myerlee Golfside East Condominium Association
6936 Edgewater Circle, W.
Fort Myers, Florida 33908
By: Mark L Ellis

Witness: Jane C Betty Ellis
Witness: Bobbie Taylor

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OFF REC 1574 PG 1785

United Telephone Company of Florida
P. O. Box 370 Dept 050
Fort Myers, Florida 33902
By: Cecil J. Kegley

Witness: Wm H Beckmann
Witness: Frances J. Pomeroy

STATE OF FLORIDA
COUNTY OF LEE

Wm. H. Heitmuller, Jr.
Before me personally appeared C.F. Jablonski, Clark L. Ellis and _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15th day of January A.D. 19 82.

Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 21 1984
BONDED THRU GENERAL INS. UNDERWRITERS

SAL GERACI
CLERK OF CIRCUIT COURT
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
JAN 18 11 15 AM '82

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024
Branch :PWE,User :KDEC Comment: Station Id :D8DA

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 25th day of March, 2003 by and between **COMCAST CABLEVISION OF CALIFORNIA, LLC.**, its successors and assigns, hereinafter referred to as "Grantee" and **MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.**, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to an Installation and Services Agreement dated March 25, 2003, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar ($1.00), Grantor(s), owner(s) of the Property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Lee, State of Florida described as follows:

LEGAL DESCRIPTION:
(See Attached Exhibit A)

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

INSTR # 5905025
Official Records BK 04004 PG 1151
RECORDED 07/24/2003 02:45:52 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DEED DOC 0.70
DEPUTY CLERK C Keller

Prepared by:
Comcast Cable ✓
P.O. Box 413018
Naples, FL
34101

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This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Property.

Executed this 9TH day of APRIL, 2003.

WITNESS/ATTEST:

MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, INC.

Ronald E Reed

By: Joseph F Pikiell
Name: Joseph F. Pikiell
Title: Secretary/Treasurer

STATE OF Florida)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 9TH day of APRIL, 2003 by Joseph F. Pikiell, of Golfside East Condo Ass, on
(Print Name)
behalf of the corporation. He/~~she is~~ (personally known to me) or (~~has presented~~ _____ (~~type of identification~~) as identification and did/did not take an oath.

Witness my hand and official seal.

PAY TO THE ORDER OF
Ruth M. Reed
MY COMMISSION # CC953407 EXPIRES
June 23, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Ruth M. Reed
Ruth M. Reed Notary Public
(Print Name)

My commission expires: 6-23-04

Official Records BK 04004 PG 1152

7

ATTEST:

COMCAST CABLEVISION OF CALIFORNIA, LLC.

By: Barbara Hagen
Name:
Title:

STATE OF Florida)
) ss.
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 21st day of May, 2003 by Barbara Hagen, of Comcast Cablevision of California, LLC., on behalf of the corporation. He/She is personally known to me and did not take an oath.

Witness my hand and official seal.

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
BARBARA A STOCKNER
COMMISSION NUMBER
DD127102
MY COMMISSION EXPIRES
JUNE 18,2006

Barbara Stockner
Barbara Stockner Notary Public
(Print Name)

My Commission expires: _____

8

Official Records BK 04004 PG 1153

EXHIBIT A
LEGAL DESCRIPTION

MYERLEE
GOLFSIDE EAST
CONDOMINIUM PLAT
OF
A PARCEL IN SECTIONS 27 & 28
TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

GOLF COU

LEGAL DESCRIPTION:
SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 28 AND SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCIBED AS FOLLOWS:
STARTING AT THE NORTHWEST CORNER OF AFORESAID SECTION 27; THENCE S0°16'12"E ALONG THE WEST LINE OF AFORESAID SECTION 27 A DISTANCE OF 30.0 FEET; THENCE N89°54'45"E A DISTANCE OF 30.0 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S0°16'12"E A DISTANCE OF 1400 FEET; THENCE N89°54'45"E A DISTANCE OF 310.0 FEET; THENCE S0°16'12"E A DISTANCE OF 1163.27 FEET; THENCE S42°56'00"E A DISTANCE OF 116.03 FEET; THENCE N79°08'03"E A DISTANCE OF 127.14 FEET; THENCE S10°50'51"E A DISTANCE OF 200.00 FEET; THENCE S30°41'16"E A DISTANCE OF 176.78 FEET; THENCE S68°18'34"E A DISTANCE OF 200.00 FEET; THENCE N22°14'45"E A DISTANCE OF 553.41 FEET; THENCE BY A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 102.12 FEET, SAID CURVE HAVING A RADIUS OF 520 FEET AND A CHORD THAT BEARS N34°00'48"W A DISTANCE OF 86.48 FEET; THENCE S89°43'48"W A DISTANCE OF 436.53 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 812.04 FEET, SAID CURVE HAVING A RADIUS OF 1350 FEET AND A CHORD THAT BEARS N45°16'12"W A DISTANCE OF 130.92 FEET; THENCE N0°16'12"W A DISTANCE OF 1085.10 FEET; THENCE BY A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 47.03 FEET, SAID CURVE HAVING A RADIUS OF 30.0 FEET AND A CHORD THAT BEARS N45°10'44"W A DISTANCE OF 42.34 FEET; THENCE S89°54'45"W A DISTANCE OF 390.10 FEET TO THE PLACE OF BEGINNING.
ALSO STARTING AT THE NORTHEAST CORNER OF SECTION 28; THENCE S0°16'12"E ALONG THE EASTERLY LINE OF THE AFORESAID SECTION 28 A DISTANCE OF 50.0 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE S89°54'00"W ALONG THE AFORESAID RIGHT-OF-WAY LINE A DISTANCE OF 150.0 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S0°16'12"E A DISTANCE OF 1400 FEET; THENCE S89°54'00"W A DISTANCE OF 300.0 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE N0°16'12"W ALONG THE AFORESAID RIGHT-OF-WAY LINE A DISTANCE OF 1143.93 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 39.34 FEET, SAID CURVE HAVING A RADIUS OF 25.0 FEET AND A CHORD THAT BEARS N44°48'54"E A DISTANCE OF 35.41 FEET; THENCE N89°54'E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 274.93 FEET TO THE POINT OF BEGINNING.

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Official Records BK 04004 PG 1154

TOWER TITLE

18 Imperial Place, Courtyard
Providence, RI 02903
(844) 944-2876

TAX CERTIFICATE - Application # 325847

File #:	VTB-130475-C	Applicants:	VB BTS, LLC	Request Date:	4/12/2022
Ref #:	(DEV)US-FL-7108	Situs Address:	1428 Edgewater Circle, Fort Myers, FL 33919	Completed:	4/13/2022
				Updated:	

Tax Summary All Parcels

Tax Collector	Tax Year	Base Tax	Penalty	Amt Paid	Total Due		
Lee County	**2021**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		
Grand Total		**$0.00**	**$0.00**	**$0.00**	**$0.00**		

1 Parcel(s)

Parcel: 27-45-24-22-00000.00CE

Parcel #	27-45-24-22-00000.00CE	Tax #	10462933	2021 Assessment	
State	FL	County	Lee	Land	
Legal	MYERLEE GOLFSIDE EAST CONDO COMMON AREA DESC OR1982 PGO433 + OR 1019 PG1141			Improvement	
				Total Assessed	$0.00
Address	1428 Edgewater Circle, Fort Myers, FL 33919				
Assessed Owner	MYERLEE GOLFSIDE EAST CONDO				
Assessed Mailing	1386 MYERLEE COUNTRY CLUB BLVD, FORT MYERS, FL 33919				
Jurisdictions	Lee, FL - County				
Exemption/Credit (s)	None				
HOA					

Tax Payments for Lee County

Collector	Lee County	Payable To	Lee County Tax Collector
Mail To	2480 Thompson St, Fort Myers, FL 33901	Phone #	Business: (239) 533-6000
Requirements	Postmarks Accepted:Yes, Duplicate Bill Req:No, Dummy Bill Accepted:Unknown		

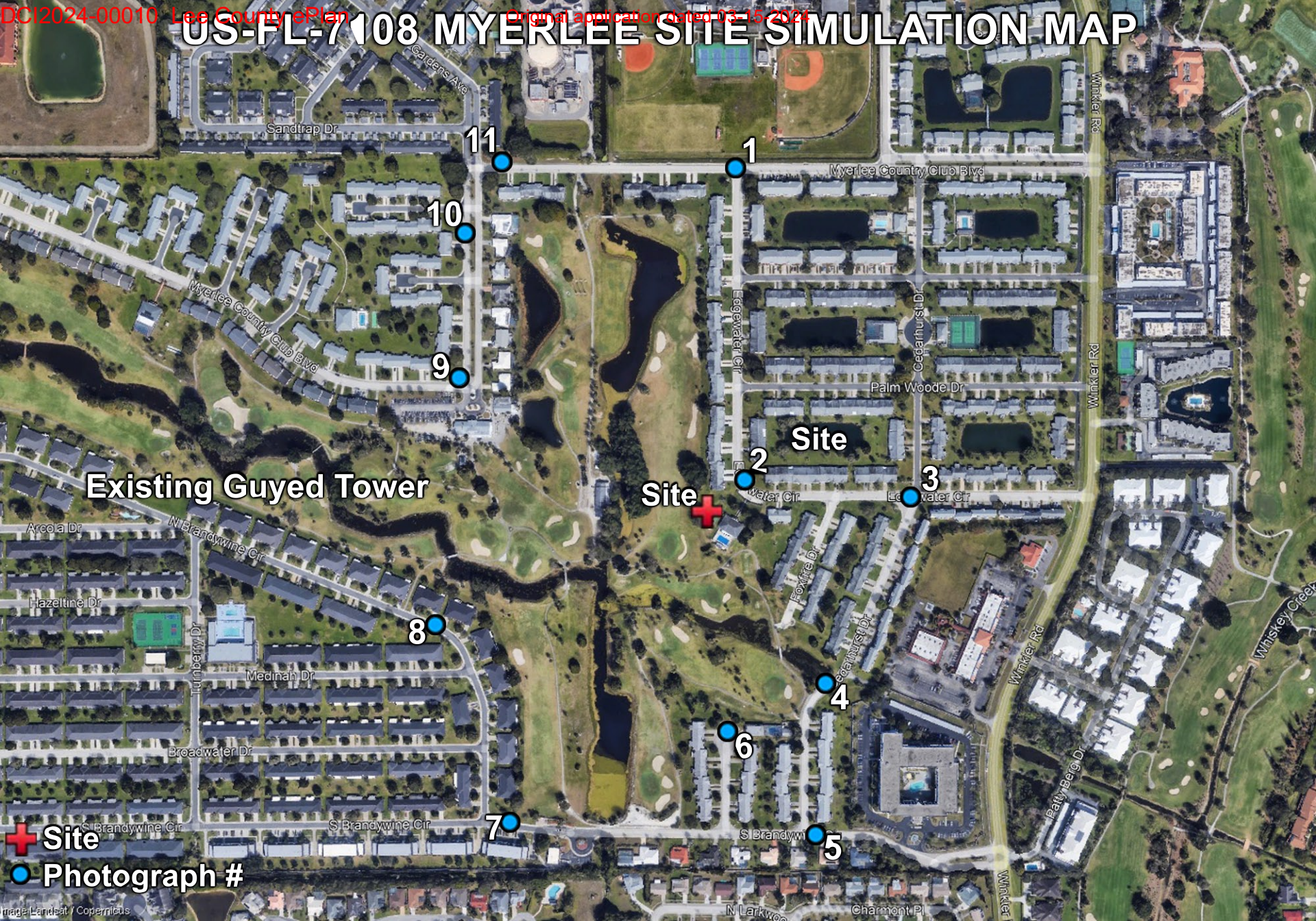
Status	Base Tax	Tax Year	Amt Paid	Penalty	Due Date	Amt Due	Next Due	Next Amt
Paid	**$0.00**	**2021**	**$0.00**	**$0.00**	**3/31/22**	**$0.00**		

Tax Notes

NO DELINQUENCIES REPORTED.

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

US-FL-7108 MYERLEE SITE SIMULATION MAP



verticalbridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #1 from Myerlee Country Club Dr. approximately 1,240ft. north of site





verticalbridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #2 from Edgewater Circle approximately 155ft. northeast of site

verticalbridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #3 from Edgewater Circle
approximately 750ft. east of site





verticalbridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #4 from Cedarhurst Drive approximately 790ft. southeast of site

Existing View

verticalbridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #5 from S Brandywine Circle
approx. 1,260ft. South-southeast of site



DCI2024-00010 Lee County ePlan

Original application dated 03-15-2024



verticalbridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #6 from Esquire Court
approximately 830ft. south of site



verticalbridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #7 from S Brandywine Court
approximately 1,375ft. southwest of site



verticalbridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #8 from N Brandywine Circle approx. 1,100ft. west-northwest of site



vertical bridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #9 from Myerlee Country Club Blvd approx. 1,300ft. west-northwest of site



vertical bridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #10 from Myerlee Country Club Blvd approximately 1,350ft. northwest of site

Existing View



vertical bridge

US-FL-7108 MYERLEE

1428 Edgewater Cir., Fort Myers, FL 32703

149FT. MONOPOLE SIMULATION

View #11 from Myerlee Country Club Blvd approx. 1,470ft. north-northwest of site

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2023-ASO-25531-OE

Issued Date: 09/18/2023

Richard Hickey
VB BTS II, LLC
750 Park of Commerce Dr, Suite 200
Boca Raton, FL 33487

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower US-FL-7108 Myerlee
Location:	fort myers, FL
Latitude:	26-32-06.27N NAD 83
Longitude:	81-54-08.93W
Heights:	6 feet site elevation (SE)
	154 feet above ground level (AGL)
	160 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best

Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact Terri Johnson, at (404) 305-5540, or teresa.ctr.johnson@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2023-ASO-25531-OE.

Signature Control No: 596210089-599484591 (DNE)
Mike Helvey
Manager, Obstruction Evaluation Group

Attachment(s)
Additional Information
Case Description
Frequency Data
Map(s)

cc: FCC

Additional information for ASN 2023-ASO-25531-OE

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and enroute procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

Case Description for ASN 2023-ASO-25531-OE

new cell site

Frequency Data for ASN 2023-ASO-25531-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	1640	W

Sectional Map for ASN 2023-ASO-25531-OE



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T-Mobile
Engineering & Operations

6FM1089A

Myerlee Golfside East Condominium Association

Wireless Telecommunication Facility

Radio Frequency (RF) Engineering Report

Last Updated	08/18/23
Revision Number	V1.0

T-Mobile

Engineering & Operations

Table of Contents

Search Ring Area 1

5G Coverage Predictions 2

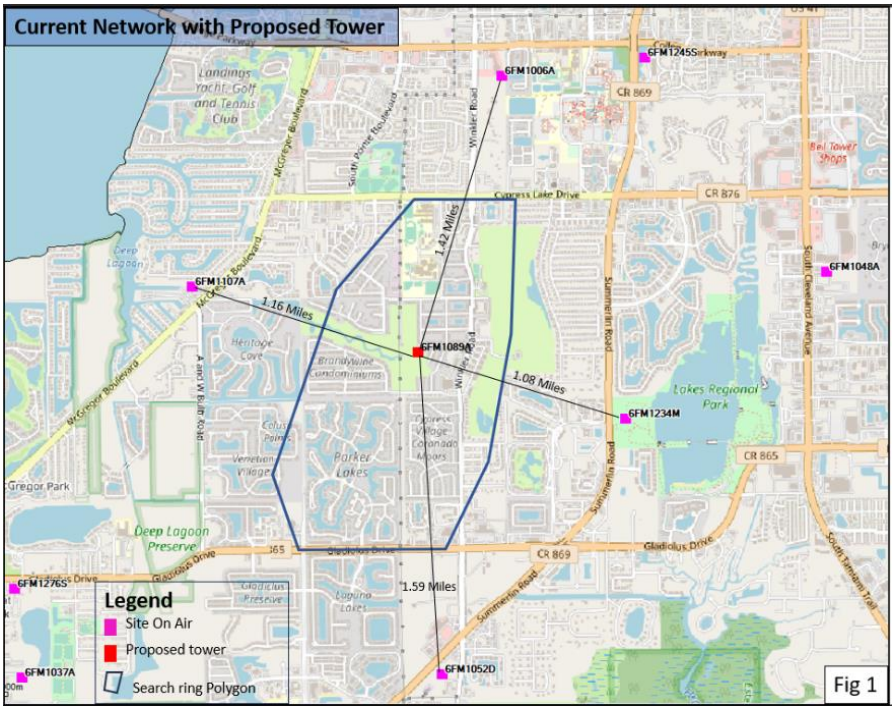
Certification Statement of Non-interference 3

I - Statement of Need

Statement of Need

To comply with FCC guidelines as defined in the Code of Federal Regulations Title 47, T-Mobile is deploying 5G services nationwide. To meet regulatory requirements and the increased customer demand, T-Mobile is committed to provide high-speed services throughout metro, suburban and rural areas.

General signal levels provided by existing T-Mobile facilities (sites) are reliable in most parts of the Fort Myers area by Cypress Lake. The proposed facility is intended to close performance gaps in an approximately 1-mile width (East-West) and 1.5-mile length (North-South) of coverage objectives that includes mainly residential properties and communities as well as the Cypress Lake High School. Device users in this area can experience an inordinate amount of dropped connections, failed attempts, slow data speeds or a combination of problems. Unreliable service can exist for a variety of reasons including low signal levels, as in this case, which are due to the distances between the active sites. (Fig 1, Table 1)



Predictive signal level maps presented in Fig 2 and Fig 3, demonstrate improvements when a new facility is added to the local area network. Network measurements found in appendix A correlates with T-Mobile's predictive results. The predictions were calculated for a Monopole of 150 feet.

Numerous upgrades and technology enhancements have been added to the network and surrounding facilities for at least the last ten years with measurable but insufficient improvements.

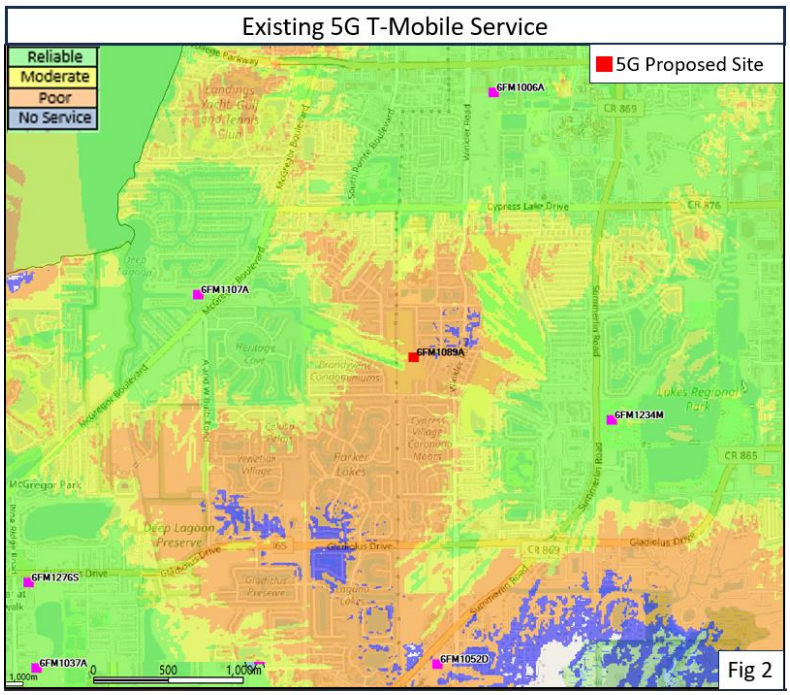
No viable structures of sufficient height were identified within the search ring radius. The proposed tower will mitigate and potentially eliminate performance issues in the area of concern.

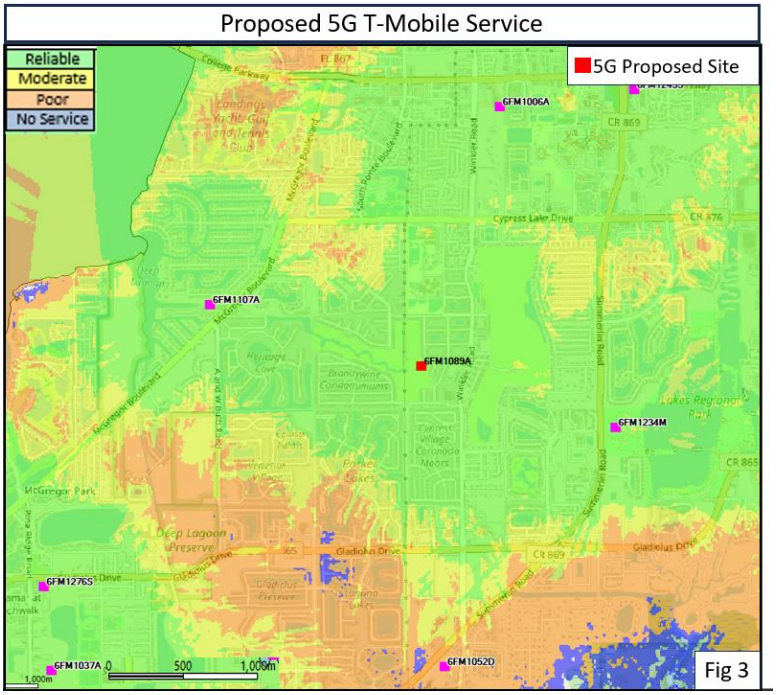
The table below list the existing towers where T-Mobile is collocated and transmitting. Nothing else is available to provide adequate coverage in the search ring.

T-Mobile ID	Name	Class	Address	City	Latitude	Longitude	Antenna Elevation (ft)	Structure Height (ft)	Distance (mi)
6FM1006A	Crown College Parkway	Monopole	8595 College Parkway	Fort Myers	26.554604	-81.895864	135	150	1.42
6FM1052D	Gladiolus Crossings FPL	Monopole	15830 Winkler Road	Fort Myers	26.511503	-81.900294	100	150	1.59
6FM1107A	A-Storage Inn	Unipole	13990 McGregor Blvd	Fort Myers	26.53925	-81.92053	120	125	1.16
6FM1234M	Lakes Park-Verizon	Monopole	7330 Gladiolus Drive	Fort Myers	26.53	-81.8858	105	150	1.08

II - Coverage Predictions

Most Reliable Service	Moderate Service	Poor Service
Signal power levels able to support a wide range of wireless services both indoors and outdoors. These services include voice calls and high-speed data.	Users may experience call quality issues depending on the signal power levels at their specific location. These issues could include dropped calls, ineffective attempts (blocked calls) or slow data speeds. Service in outdoor locations would be markedly better than indoors in many instances.	A user would encounter call quality issues especially indoors or during network busy hours due to low signal power levels. These issues could include dropped calls, ineffective attempts (blocked calls) and slow data speeds. Service may only be available in outdoor locations. In the worst case a user may not be able to place an emergency (E911) call.





The current 5G service in this part of the network is inadequate due to the distance of the 5G towers to the coverage objective.

From Cypress Lake Dr. to Gladiolus Dr. and from Winkler Rd to A and W Bulb Rd, the signal levels are too low to support advanced 5G services. (Fig 2) In contrast, the addition of a 5G compatible facility at the new location drastically improves the coverage. (Fig 3)

III - Certification Statement of Non-interference

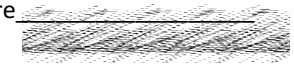
This letter provides information about the proposed T-Mobile transceiving equipment on an addition to an existing facility in Fort Myers and its potential interference with communication facilities located nearby; as well as the FCC rules governing the human exposure to radio frequency energy (OET 65 guidelines). T-Mobile shall comply with all FCC rules regarding interference to other radio services and T-Mobile shall comply with all FCC rules regarding human exposure to radio frequency energy. The proposed monopole tower, and reception and transmission functions will not interfere with the visual and customary transmission or reception of radio, television or similar services as well as other wireless services enjoyed by surrounding properties.

The Federal Communication Commission (FCC) has allocated these frequencies exclusively for use by cellular service providers. Each cellular service provider is assigned specific frequencies (channels) on which to transmit and receive radio signals.

Cellular transmitters must be type-accepted by the FCC to ensure compliance with technical standards that limit the frequencies, output power, radio frequency emissions, spurious radio noise and other technical parameters. Cellular licensees like T-Mobile owns are required to use type-accepted equipment. The assignment of frequencies and FCC rules keep cellular radio signals from interfering with or being interfered with by other radio transmissions and provide guidelines outlining the limits for permissible human RF exposure. In the event of a complaint of interference or other concerns about cellular antenna facilities, the FCC has a resolution process to determine the source of interference and whether a facility is in compliance with FCC rules.

In the event of interference or other known issues with the transmission facility contact with the T-Mobile Network Operations Center (NOC) can be established 24 hours a day, 7 days a week 365/366 days per year at the following numbers: (877) 611-5868 (DAY), (877) 611-5868 (NIGHT)

Name Olga Maffeo Title T-Mobile Sr XD Engineer, Radio Frequency

Signature 

License Search

Search Results

Specified Search

State = **Florida**
County = **LEE**
Name like **t-mobile**
Status = **Active**

Matches **1**- **5** (of **5**)

PA = Pending Application(s)
TP = Termination Pending
L = Lease

	Call Sign/Lease ID	Name	FRN	Radio Service	Status	Expiration Date
1	L000032954	T-Mobile License LLC	0001565449	WZ	Active	06/13/2029
2	WQGB374 L	T-Mobile License LLC	0001565449	AW	Active	11/29/2036
3	WQGB375 L	T-Mobile License LLC	0001565449	AW	Active	11/29/2036
4	WQPZ973 L	T-Mobile License LLC	0001565449	AW	Active	11/29/2036
5	WREG287	T-Mobile License LLC	0001565449	UU	Active	10/02/2029

	Call Sign/Lease ID	Name	FRN	Radio Service	Status	Expiration Date

* Please note search results do not return licenses that contain geometry data issues.

From:	Cindy Jean LeBlanc
To:	haslam@lcmcd.org
Cc:	Mattaniah Jahn; David Pfaff;
Subject:	Vertical Bridge - US-FL-7108 Myerlee - New 149' AGL Monopole Wireless Facility at 1428 Edgewater Circle, Fort Myers, FL 33919
Attachments:	US-FL-7108 Myerlee - Zoning Site Plan 2023-08-23.pdf;US-FL-7108 Myerlee - FAA DNH.pdf;
Sent:	1/12/2024 3:16:45 PM

Good afternoon, Mike.

I am currently working on a monopole style communication tower project that will be located at 1428 Edgewater Circle, Fort Myers, FL 33919, STRAP 27-45-24-22-00000.00CE (Monopole). The Monopole will be 154’ AGL to the top of the lighting rod. The Monopole will be taped pursuant to the Lee County Tower Code, a note committing to the taping is depicted on sheet C-1.3. I have attached the Site Plan Set as well as the FAA Determination of No Hazard to Air Navigation. Can you please verify that this structure will have no effect on your operations.

Best regards,

Cindy-Jean Le Blanc
Project Manager/Planner

LAW OFFICE OF
Mattaniah S. Jahn, P.A.
Pragmatic Solutions for Land Use Projects
Zoning - Permitting - Environmental - Appellate

Firm Practicing in Florida and Georgia
Law Office of Mattaniah S. Jahn, PA
935 Main Street., Suite C4
Safety Harbor, FL 34695
T: 727.773.2221
F: 727.773.2616
E: cleblanc@thelawmpowered.com

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LAW OFFICE OF
Mattaniah S. Jahn, P.A.

935 Main Street, Suite C4
Safety Harbor, FL 34695
Telephone: (727) 773-2221
Facsimile: (727) 773-2616

SENT VIA ELECTRONIC MAIL ONLY

January 11, 2024

Ian Sikonia, AICP
Lee County Port Authority
Planning and Environmental Compliance Department
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213
iosikonia@flylcpa.com

RE: VB BTS II, LLC – US–FL–7108 Myerlee
STRAP 27-45-24-22-00000.00CE
Tall Structures Application

Dear Mr. Sikonia:

On behalf of this firm's client, VB BTS II, LLC, please find the enclosed Tall Structures Application to allow a 149' AGL Monopole Wireless Facility and support facility on STRAP 27-45-24-22-00000.00CE along with supporting documentation:

- Tall Structures Application
- Agent of Record's (AOR's)
  - Myerlee Golfside East Condominium Association to Law Office of Mattaniah S. Jahn, P.A. and/or Mattaniah S. Jahn, Esquire
  - VB BTS II, LLC ("Vertical Bridge") to Mattaniah S. Jahn, P.A. and/or Mattaniah S. Jahn Esquire
  - Memorandum of Ground Lease
- Site Plan Set – One Electronic, Signed & Sealed PDF

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,

Cindy-Jean Le Blanc
Project Manager/Planner
CJLB/msj
enclosures

LEE COUNTY
SOUTHWEST FLORIDA

DEPARTMENT OF PUBLIC SAFETY

January 16, 2024

Cindy-Jean Le Blanc
1428 Edgewater Circle
Fort Myers, FL 33919

Cindy-Jean Le Blanc:

We have reviewed your proposal to construct\install an antenna-support structure of 154' @ Strap 27-45-24-22-00000.00CE-Myerlee)

Lee County Public Safety has found no interference or obstructions in regard to this project. We have no objections to the proposed construction\installation.

Section 34-1447 of the Lee County Development Code requires the installation of reflective tape on the tower. The specifications for the tape are as follows:

- 6 inch Diamond grade #M VIP Reflective Sheeting, series 3390
- Taping must start at 20 feet above the surface.
- The taping must be at 10 foot intervals.
- The taping must wrap completely around the tower and overlap a minimum of one inch for a good seal.

Should you have any additional question, please contact my office.

In the interest of the public's safety,

Paul Filla
Lee County Public Safety Manager, Technical Services

cc: Ben Abes, Public Safety Director

Carmine Marceno
Sheriff

State of Florida
County of Lee

"Proud to Serve"

January 15, 2024

Cindy-Jean Le Blanc
Law Office of Mattaniah S. Jahn, PA
935 Main St., Suite C4
Safety Harbor, FL 34695

Ms. Le Blanc,

The Lee County Sheriff's Office has reviewed a proposal by VB BTS II, LLC to construct a 149' monopole communication tower at 1428 Edgewater Circle in Fort Myers, Florida. We have no objections to the request.

Thank you for providing this Agency with the project information.

Sincerely,

Stan Nelson
Director, Planning and Research

LEE COUNTY
JOINT RESPONSIBILITY AFFIDAVIT

BEFORE the undersigned authorities, personally appeared John Stevens for VB BTS II, LLC, ("Vertical Bridge"), who being by me first duly sworn, under oath, depose and state as follows:

1. I am over eighteen (18) years of age and have personal knowledge of the matters contained herein.

2. I am a manager for Vertical Bridge. and has the authority to sign this affidavit.

3. It is the intent of Vertical Bridge to construct a Wireless Communications Facility on parcel with STRAP # 27-45-24-22-00000.00CE / Folio # 10462933, in Lee County, Florida.

4. Vertical Bridge understands that, in the event that use of the Wireless Communications Facility is discontinued, it will be responsible for the facility's removal.

AFFIANTS FURTHER SAYETH NAUGHT

VB BTS II, LLC

NAME John Stevens
As: VP of Development
VB BTS II, LLC

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30th day of November, 2023, by John Stevens who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

ESTHER NELSON
Notary Public - State of Florida
Commission # HH 464044
My Comm. Expires Nov 13, 2027
Bonded through National Notary Assn.

Notary Public
Esther Nelson
Printed Name of Notary

November 9, 2023

Allen Russell
VB BTS II, LLC
750 Park Of Commerce Drive, Suite 200
Boca Raton, Florida 33487

B+T Group
1717 S. Boulder, Suite 300
Tulsa, OK 74119
(918) 587-4630
btwo@btgrp.com

Subject: **Fall Certification Letter**
Arcosa Designation: **Arcosa Project Number:** **A594**
Arcosa Site Name: **Myerlee (US-FL-7108)**
Engineering Firm Designation: **B+T Group Project Number:** **169203.001.01.0001**

Site Data: **Myerlee (US-FL-7108)**
149' Monopole

To Whom it May Concern:

As Requested by Arcosa Telecom Structures on behalf of VB BTS II, LLC, B+T Group is pleased to submit this "Fall Certification Letter" for the 149' Monopole to be constructed at the **Myerlee (US-FL-7108)** site.

This pole will be designed in accordance with the TIA 222-H standard for Lee County, FL.
The pole will be designed to support antennas and transmission lines for three wireless carriers. The design criteria are more particularly described as follows:

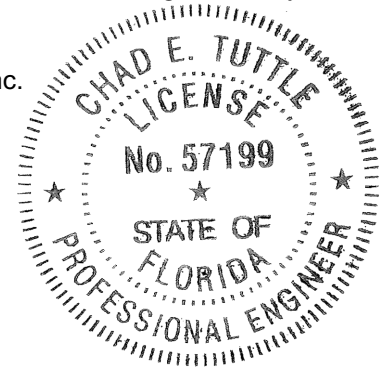
Design Wind Speed: 155 mph 3-sec gust (no ice), 30 mph 3-sec gust (0" ice)
Structure Class: II
Exposure Category: C
Topographic Category: 1

144'—Wireless Carrier 1 (CaAa= 40,000 sq in w/ (12) 1 5/8" transmission lines
134'—Wireless Carrier 2 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines
124'—Wireless Carrier 3 (CaAa= 30,000 sq in w/ (12) 1 5/8" transmission lines

It is our understanding that this Monopole structure will be designed such that, if a failure were to occur due to a significant storm or other event, the pole would fall within a radius of 67' from the base of the structure. Although the pole would not be designed to fail, stronger sections that required by analysis would be provided in the lower sections of the pole, resulting in an increased safety factor in the lower sections. In the highly unlikely event that this pole were to experience operational failure due to catastrophic wind loading, the design would enable the pole to fail through compression buckling. Failure in this manner would result in the upper portion of the pole buckling and folding over the lower portion, resulting in a fall radius of 67' from the base of the pole.
It should be understood that this opinion does not consider unpredictable extreme catastrophic events for which the structure is not designed. However, any damage to surrounding property caused by the pole failing during such an event would be relatively insignificant when compared to the damage caused to the surrounding property by the event itself.

Please contact us should you have any questions concerning the safety and design of the monopole.

Fall letter prepared by Angela Ashwood
Respectfully submitted by B+T Engineering, Inc.
Chad Tuttle, P.E.



CHAD TUTTLE, P.E.
B&T ENGINEERING, INC
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CHAD TUTTLE, P.E. USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

FCC NEPA Environmental Checklist Report

TCNS ID 270699

US-FL-7108 (Myerlee)

1428 Edgewater Circle
Fort Myers, Lee County,
Florida

ECA Project No. 23-002566



SUBMITTED TO:

VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487

PREPARED BY:

Environmental Corporation of America
1375 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

ENVIRONMENTAL CORPORATION OF AMERICA
ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

December 8, 2023

VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487

Attention: **Mr. Richard Hickey**

Subject: **FCC NEPA Environmental Checklist Report**
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
TCNS ID # 270699
ECA Project #: 23-002566

Dear Mr. Hickey:

Environmental Corporation of America (ECA) is pleased to provide this FCC NEPA Environmental Checklist report for the construction of a proposed telecommunications facility.

Based upon our evaluation of the project area and consultation with Agency sources, the preparation of an Environmental Assessment is **not required** for the proposed facility.

We appreciate this opportunity to provide you with these professional services. If you have any questions regarding this report or the project in general, please call at your convenience.

Sincerely yours,
Environmental Corporation of America

Colette V. Gabler, MA, RPA
Senior Project Manager

Ryan Edson
Senior NEPA Specialist

NEPA Checklist Summary

Introduction

ECA understands that a proposed 154-foot tall overall height monopole telecommunications structure would be constructed within an proposed approximate 2,841 square-foot lease area. The proposed lease area would be accessible by a proposed approximate 90-foot long by 20-foot wide access/utility easement. The proposed project area would also include a proposed approximate 250-foot long by 15-foot wide utility easement.

ECA has used the *FCC NEPA Environmental Checklist* in our evaluation of the undertaking for FCC Environmental Compliance (Appendix A). Where applicable, we have consulted the Agency sources indicated in Appendices B through G.

NEPA Discussion

Wilderness Areas and Wildlife Preserves *[47 CFR § 1.1307(a)(1) & 47 CFR § 1.1307(a)(2)]*

The appropriate USGS Topographic Quadrangle Map and the National Map Viewer indicate the project area is not located within an officially designated wilderness area or wildlife preserve (Appendix B).

Protected Species *[47 CFR § 1.1307(a)(3)]*

The Florida Ecological Services Field Office of the United States Fish and Wildlife Service USFWS) specifically requested that they not be sent documentation regarding proposed cell towers on projects where a "No Effect" determination has been made. Based on the information reviewed and our site inspection, ECA has found no evidence that any federally listed threatened or endangered species identified by USFWS as potentially occurring within the project area are present in the project area or that any critical habitat is present within the project vicinity. Based on these findings, it is our opinion that the proposed project would not affect federally listed species. Further, no federally proposed threatened or endangered species are listed as occurring in the project area. Additionally, the proposed project would not affect any designated critical habitat and would not result in the destruction or adverse modification of proposed critical habitat. Documentation of our "No Effect" determination is included in Appendix C.

Historic Properties ***[47 CFR § 1.1307(a)(4)]***

The New Tower Submission Packet (FCC Form 620), Section 106 Review documentation was prepared for the proposed undertaking. The Section 106 Review documentation found that the proposed tower would not affect any Historic Properties (as described in the March 7, 2005 NPA). The Section 106 Review documentation was submitted to the Florida Division of Historical Resources (FL DHR) on September 22, 2023. The FL DHR responded via email on November 7, 2023, stating that the proposed undertaking would have "No Effect on Historic Properties, directly or visually" (See Appendix D).

Indian Religious Sites *[47 CFR § 1.1307(a)(5)]*

ECA identified six federally recognized tribes that may attach religious and cultural significance to Historic Properties within the area of the proposed undertaking. ECA initially contacted the FCC utilizing the Tower Construction Notification System (TCNS) on August 16, 2023 (TCNS ID 270699). Each interested tribe received initial notification from the FCC by August 25, 2023. All Native American Tribes that have expressed interest within this area have either concurred with the project or expressed no further interest. Documentation of our tribal consultation is included in Appendix E.

If inadvertent discoveries of Native American cultural materials or human remains are made during construction, all work should cease and potentially affected Tribes, as well as the State Historic Preservation Office should be notified immediately. ECA recommends that a statement to this effect be incorporated into the construction plans, drawings, and documents for the facility.

Floodplains *[47 CFR § 1.1307(a)(6)]*

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 12071C0417G dated November 17, 2022, the project area would be located within Zone AE, which is a Special Flood Hazard Area of the 100-year floodplain. However, ECA understands that the finished floor elevations for the facility would be constructed at least one foot above the base flood elevation of the floodplain. Therefore, the proposed undertaking would not require the preparation of an Environmental Assessment due to being located within a Special Flood Hazard Area of the 100-year floodplain (See Appendix F).

Significant Change in Surface Features *[47 CFR § 1.1307(a)(7)]*

Based on the research performed and our site visit, it does not appear that jurisdictional waters or wetlands would be impacted (Appendix G). Further, the construction and operation of the proposed facility would not cause a substantial change in the character of surface features or the land used.

High Intensity White Lights *[47 CFR § 1.1307(a)(8)]*

We understand that high intensity white lights would not be deployed in conjunction with the proposed undertaking.

Radiofrequency Exposure *[47 CFR § 1.1307(b)]*

FCC licensees transmitting from antennas must comply with the established criteria regarding radiofrequency exposure limits in accordance with FCC Code of Federal Regulations [47 CFR § 1.1307, § 1.1310] published at the time of this report. For radiofrequency exposure assessment, ECA relies solely on the project engineers.

FCC Antenna Structure Registration (ASR) *[47 CFR §17.4]*

VB BTS II, LLC has determined that Antenna Structure Registration (ASR) would not be required based on the specifications of the proposed undertaking. In addition, VB BTS II, LLC has informed ECA that they do not plan to voluntarily file an application for ASR with the FCC at this time. Therefore, environmental notification, pursuant to 47 CFR 17.4, is not required. If an ASR application is filed or if changes to the facility specifications are proposed, environmental notification requirements, pursuant to 47 CFR 17.4, should be considered.

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Conclusion & Limitations

In summary, ECA has found no evidence that adverse environmental impacts or effects, as defined in the FCC Rules contained in 47 CFR Sections 1.1301 through 1.1320, would result from the proposed undertaking.

ECA notes that the findings of this report are based upon information provided by the customer, including precise locations and specifications of the proposed project activities. Any changes to the design of the proposed facility may warrant further review. Please contact us if any such changes are proposed.

APPENDICES

Appendix A: FCC NEPA Environmental Checklist
Appendix B: USGS Topographic Quadrangle Map / National Map Viewer
Appendix C: Protected Species Information
Appendix D: Section 106 Review Documentation
Appendix E: Native American Information
Appendix F: Floodplain Information
Appendix G: Wetlands Information

APPENDIX A

FCC NEPA Environmental Checklist

FCC NEPA Environmental Checklist

47 CFR 1.1307(a) & 47 CFR 17.4

Site Information

Site Name: Myerlee	Site Number: US-FL-7108
ECA ID: 23-002566	Date: 12/8/2023

FCC NEPA Checklist [47 CFR 1.1307(a)]

NEPA Category	Yes	No
Will the facility be located in an officially designated wilderness area?	☐	☒
Special Stipulations/Contingencies: N/A		
Will the facility be located in an officially designated wildlife preserve?	☐	☒
Special Stipulations/Contingencies: N/A		
Will the facility affect federally listed, threatened or endangered species or designated critical habitats?	☐	☒
Special Stipulations/Contingencies: N/A		
Is the facility likely to jeopardize the continued existence of any federally proposed threatened or endangered species or likely to result in the destruction or adverse modification of proposed critical habitats?	☐	☒
Special Stipulations/Contingencies: N/A		
Will the facility adversely affect districts, sites, buildings, structures, objects, or other cultural resources listed, or eligible for listing, in the National Register of Historic Places?	☐	☒
Special Stipulations/Contingencies: N/A		
Will the facility affect Indian religious sites?	☐	☒
Special Stipulations/Contingencies: N/A		
Will the facility be located in a Special Flood Hazard Area of the 100-year floodplain [OR] will the finished floor elevation of the proposed facility be elevated less than one (1) foot above the base flood elevation of the Special Flood Hazard Area of a 100-year floodplain?	☐	☒
Special Stipulations/Contingencies: N/A		
Will the construction of the facility involve a significant change in surface features (e.g., wetland fill, deforestation, or water diversion)?	☐	☒
Special Stipulations/Contingencies: N/A		
Will the antenna or tower and/or supporting structure be equipped with high intensity white lights and be located in or near a residential neighborhood, as defined by the applicable zoning law?	☐	☒
Special Stipulations/Contingencies: N/A		

FCC Antenna Structure Registration (ASR) Requirements [47 CFR 17.4]

ASR Environmental Notification Process	Yes	No/NA
If an ASR application was required or voluntarily submitted, has the FCC determined that additional environmental review is required prior to granting Antenna Structure Registration for the proposed facility?	☐	☒

IF ANY OF THE QUESTIONS ABOVE ARE ANSWERED "YES", FURTHER ACTION MAY BE REQUIRED FOR FCC ENVIRONMENTAL PURPOSES.

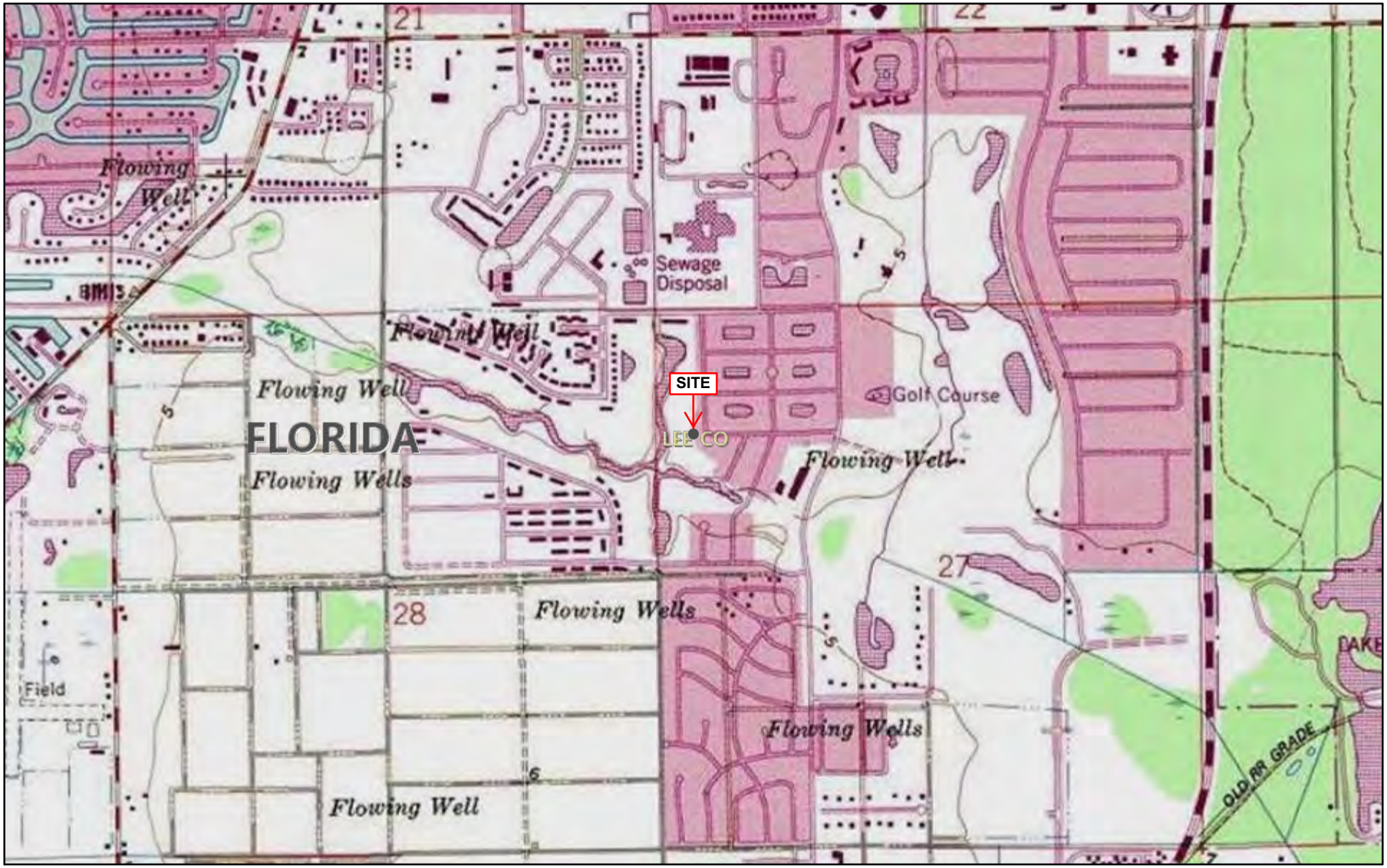
PROJECT MANAGER

REVIEWED BY

APPENDIX B

USGS Topographic Map & National Map Viewer

The National Map Advanced Viewer



8/28/2023, 6:18:49 PM

- National Park
- National Monument
- National Forest
- National Wilderness
- National Grassland
- National Cemetery
- US Fish & Wildlife Service
- Bureau of Land Management
- County or Equivalent

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

USGS The National Map: National Boundaries Dataset. Data Refreshed July, 2023., Copyright:© 2013 National Geographic Society, i-cubed

USGS

2021 USGS

APPENDIX C

Protected Species Information

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

November 3, 2023

VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487

Attention: Mr. Richard Hickey

Subject: **Informal Biological Assessment**
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
Fort Myers SW, FL. USGS Quadrangle Map
Latitude: N26° 32' 06.3" Longitude: W81° 54' 08.9"
ECA Project #: 23-002566

Dear Mr. Hickey:

Environmental Corporation of America (ECA) is assisting VB BTS II, LLC ("Applicant") with Federal Communications Commission (FCC) National Environmental Policy Act (NEPA) documentation for the proposed project. Based on guidance received from the FCC, the Applicant is responsible for initiating informal consultation with the United States Fish and Wildlife Service (USFWS) in order to determine if the proposed action will result in impacts to federally listed threatened or endangered species or critical habitat.

Based on the specifications of the proposed project, the information reviewed, and observations made during our site visit, ECA was able to make a "no effect" determination for the proposed undertaking. Therefore, no consultation with the United States Fish and Wildlife Service (USFWS) would be required. This Informal Biological Assessment (IBA) documents our findings with respect to federally listed or proposed threatened and endangered species at the project site.

Background

The project area location is shown on Figure 1 in Attachment A. Figures 2a and 2b are plan views that show the site configuration. Figure 3 is a recent aerial photograph of the site area. VB BTS II, LLC plans to install a 154-foot tall monopine telecommunications tower structure (overall height including appurtenances) within the project area. The proposed structure will not be lit and will not utilize guy-wires.

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

The project area would consist of a proposed approximate 2,841 square-foot lease area, a proposed approximate 90-foot long by 20-foot wide access/utility easement, and a proposed approximate 250-foot long by 15-foot wide utility easement. The proposed project area is occupied by maintained grassed land on the Myerlee Golfside East Condominium Association property. The surrounding area consists of residential development with a golf course.

Photographs of the project area are included in Attachment B. Descriptions of the photographs are provided underneath each photograph and photograph locations are graphically depicted on Figures 2a and 2b of Attachment A.

Based on the National Wetlands Inventory data, no wetlands or waters are mapped within the proposed project area. During our site visit, no evidence of surface waters or the three criteria required for an area to be characterized as a wetland was observed within the proposed project area. Therefore, it does not appear that the proposed project would result in impacts to wetlands or waters.

Purpose

The purpose of this letter is to provide you with documentation of our investigations and findings relative to federally listed or proposed threatened and endangered species within the project area.

Review of Available Documentation and Site Inspection

ECA has reviewed the USFWS Information for Planning and Consultation System (IPaC) species list for the proposed project area the Florida Wildlife Commission (FWC) Water Bird Colonies Locator Web Map, the Audubon Bald Eagle EagleWatch Program Map, and the USFWS Critical Habitat Mapper (see Attachment C). ECA has also reviewed information from various sources pertaining to the habitat requirements of the listed species. The habitat at the site was evaluated during our September 6, 2023 site visit, which was conducted by Josh Wackett, MA, RPA, of ECA.

Discussion of Findings

Because the proposed undertaking would not result in impacts to surface waters, aquatic species are not a concern for this undertaking. The nearest surface water is a creek located approximately 250 feet west of the proposed lease area at its closest point. Non-aquatic species recognized by the USFWS as potentially occurring in the project area vicinity are listed in the table below along with a habitat description and a finding of effect for each.

Common Name	Scientific Name	Federal Status	Habitat	Finding of Effect
Florida bonneted bat	*Eumops floridanus*	Endangered	Forested areas adjacent to large bodies of water, wetlands, swamps, and river; found in open country and mountains during migration	No suitable habitat; No effect

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Common Name	Scientific Name	Federal Status	Habitat	Finding of Effect
Florida panther	*Puma concolor coryi*	Endangered	Extensive blocks of mostly forested communities and large wetlands that are generally inaccessible to humans are important for diurnal refuge. They will tolerate improved areas in a mosaic of natural communities	No suitable habitat; No effect
Audubon's crested caracara	*Polyborus plancus audubonii*	Threatened	Inhabits wet prairies with cabbage palms; It can also be found in wooded areas with saw palmetto, cypress, scrub oaks, and pastures.	No suitable habitat; No Effect
Eastern black rail	*Laterallus jamaicensis ssp. Jamaicensis*	Threatened	Salt and freshwater marshes with dense vegetation; uplands associated with suitable marshes	No suitable habitat; No Effect
Everglade snail kite	*Rostrhamus sociabilis plumbeus*	Endangered	Occurs in freshwater marshes and the shallow vegetated edges of lakes (natural and man-made) where apple snails can be found.	No suitable habitat; No Effect
Wood stork	*Mycteria americana*	Threatened	Mixed hardwood swamps, sloughs, mangroves, and cypress domes	No suitable habitat; No Effect
Eastern indigo snake	*Drymarchon couperi*	Threatened	Found in upland sandhill areas, flatwoods, hammocks, coastal scrub, and can be found in gopher tortoise burrows	No suitable habitat; No Effect
Miami blue butterfly	*Cyclargus thomasi bethunebakeri*	Endangered	Inhabits tropical hardwood hammocks, tropical pine rocklands, and beachside scrub in Florida	No suitable habitat; No Effect
Aboriginal prickly-apple	*Harrisia (=Cereus) aboriginum (=gracilis)*	Endangered	Occurs in coastal strand vegetation, tropical coastal hammocks with trees including gumbo limbo, wild lime, or live oak.	No suitable habitat; No Effect
Beautiful pawpaw	*Deeringothamnus pulchellus*	Endangered	Inhabit open slash pine or longleaf pine flatwoods with wiregrass, saw palmetto, and dwarf live oak in the understory.	No suitable habitat; No Effect

The proposed project area is occupied by maintained grassed land on the Myerlee Golfside East Condominium Association property. The surrounding area consists of residential development with a golf course. Based on our research and observations made during our site visit, no suitable habitat is available for any federally listed or proposed threatened or endangered species identified by the USFWS as potentially occurring within the project area vicinity. According to the (FWC) Water Bird Colonies Locator Web Map, no known water bird colonies are located within one mile of the proposed project area. Further, according to the Audubon Bald Eagle EagleWatch Program Map, no known bald eagle nests are located within one mile of the proposed project area. Additionally, designated or proposed critical habitat is not present within the proposed project area. A Tower Site Evaluation Form is included in Attachment D.

Conclusions

ECA has found no evidence that suitable habitat for any federally listed threatened and endangered species identified by USFWS as potentially occurring within the project area vicinity is present within the project area. Therefore, the proposed project would have no effect on any federally listed threatened or endangered species. Additionally, the proposed project would not affect any

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designated critical habitat and would not result in the destruction or adverse modification of proposed critical habitat.

Closure

Colette Gabler collected the applicable information and compiled this report. Josh Wackett conducted the site visit and area inspection. Hazel Errett reviewed this report. Ms. Errett is a Senior Environmental Scientist, and her resume is included in Attachment E. Ms. Errett has determined a finding of "no effect" concerning federally listed threatened and endangered species and designated critical habitat.

We appreciate the opportunity to provide you with these professional services. For any questions or additional information, please contact Colette Gabler by phone at 770-667-2040, by email at colette.gabler@eca-usa.com, or by mail at 1375 Union Hill Industrial Court, Alpharetta, GA 30004.

Sincerely yours,

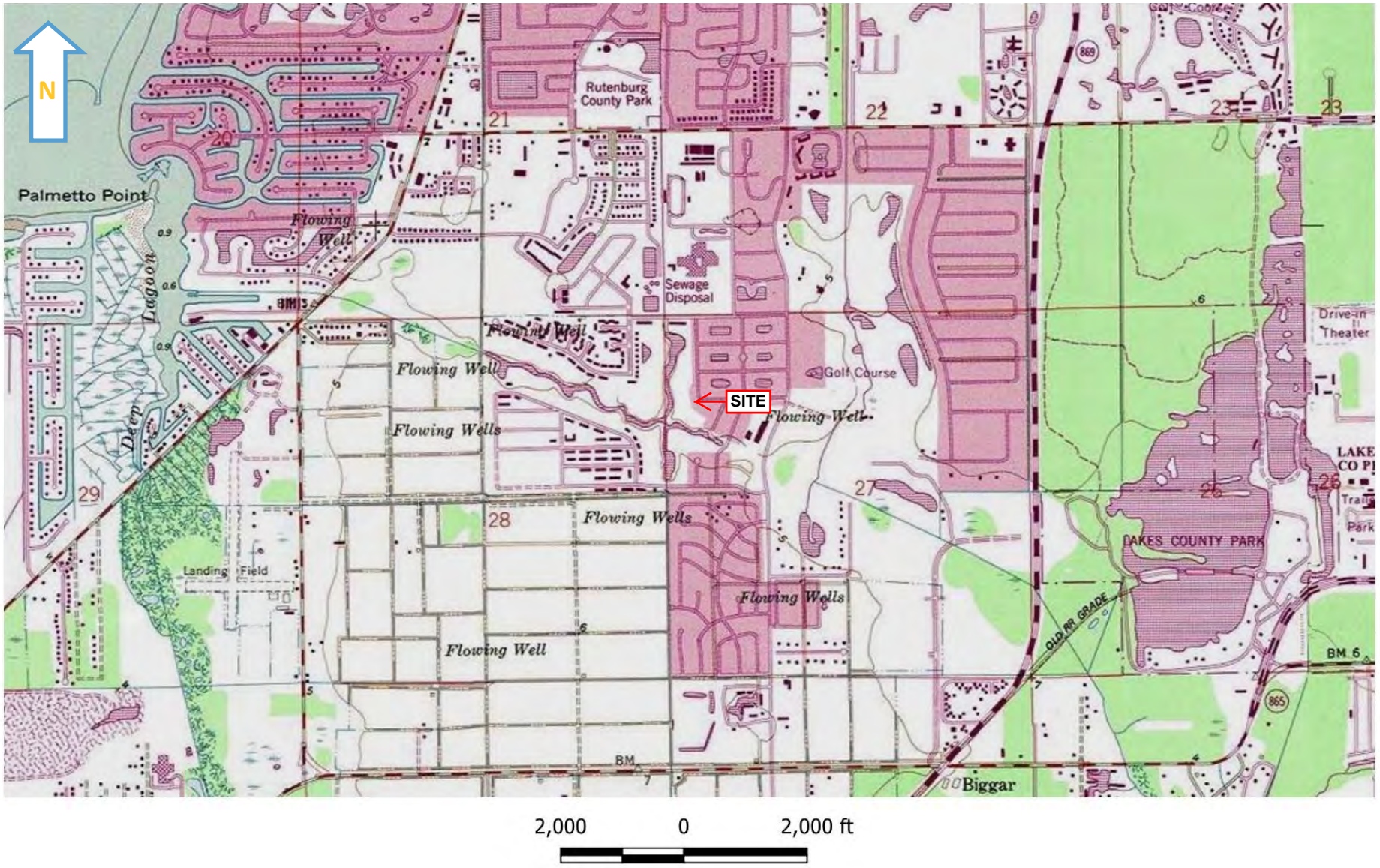
Environmental Corporation of America

Colette V. Gabler, MA, RPA
Senior Project Manager

Hazel Errett
Senior Environmental Scientist

ATTACHMENT A

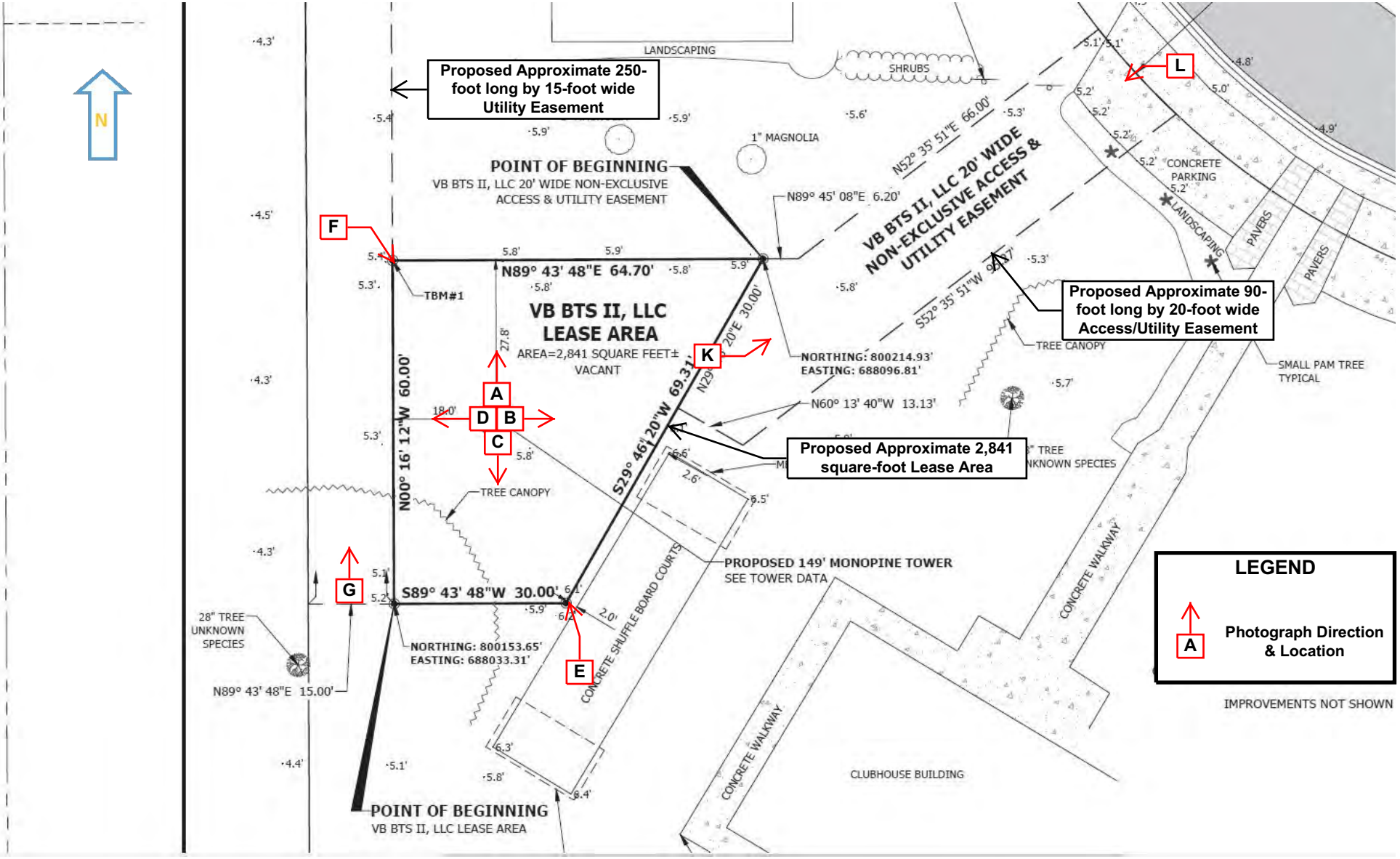
Figures



Source: USGS Topographic Maps 7.5 Series, *Fort Myers SW, FL* (1958, photorevised 1987) and *Fort Myers SE, FL* (1958, photorevised 1987).

Figure 1: Site Location Map

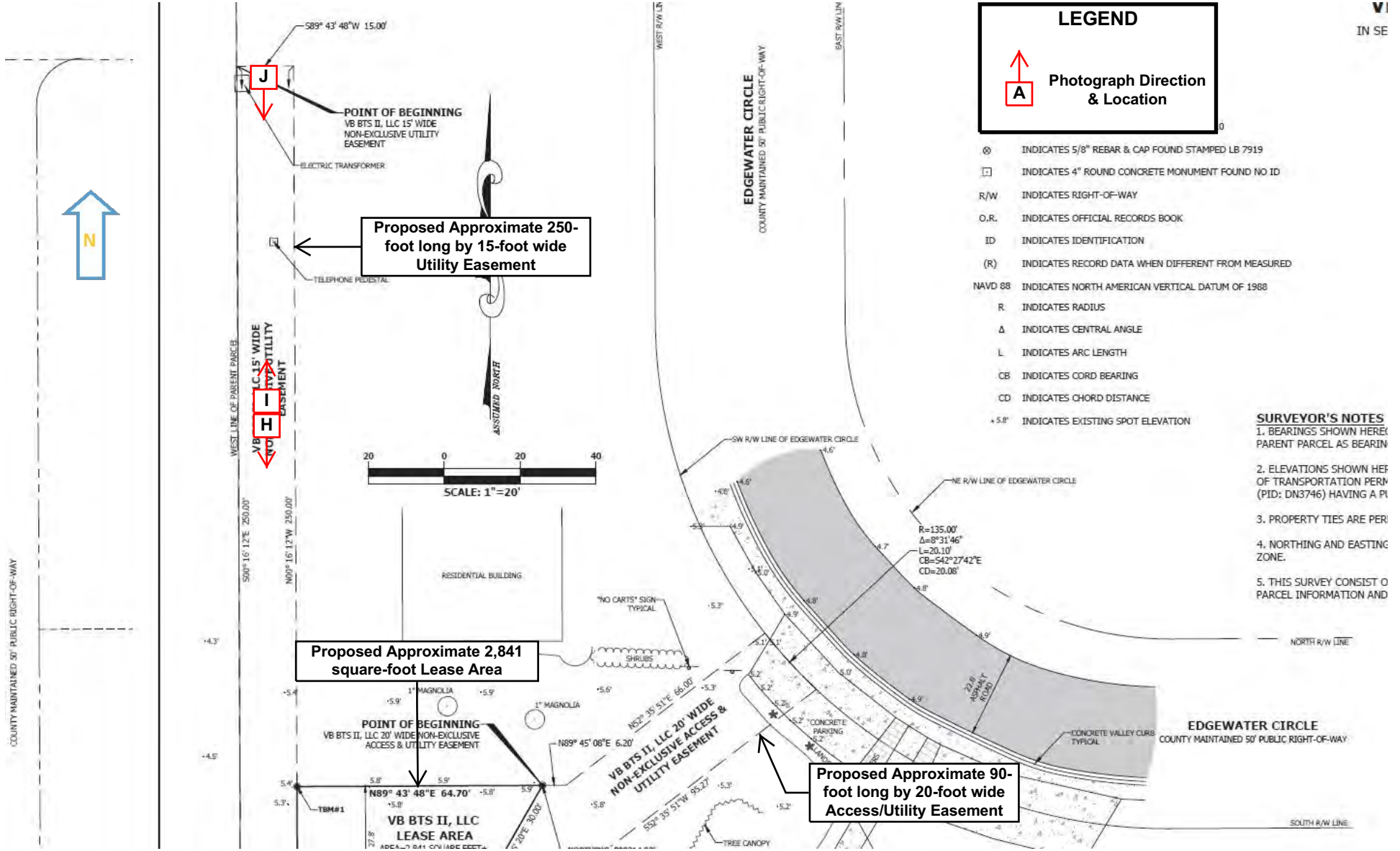
ECA ID: 23-002566



Source: Applicant

Figure 2a: Site Vicinity Plan

ECA ID: 23-002566



Source: Applicant

Figure 2b: Site Vicinity Plan

ECA ID: 23-002566



Source: Google Earth 2023

Figure 3: Aerial Photograph

ECA ID: 23-002566

ECA

U.S. Fish and Wildlife Service
National Wetlands Inventory

US-FL-7108 (Myerlee)



August 18, 2023

Wetlands

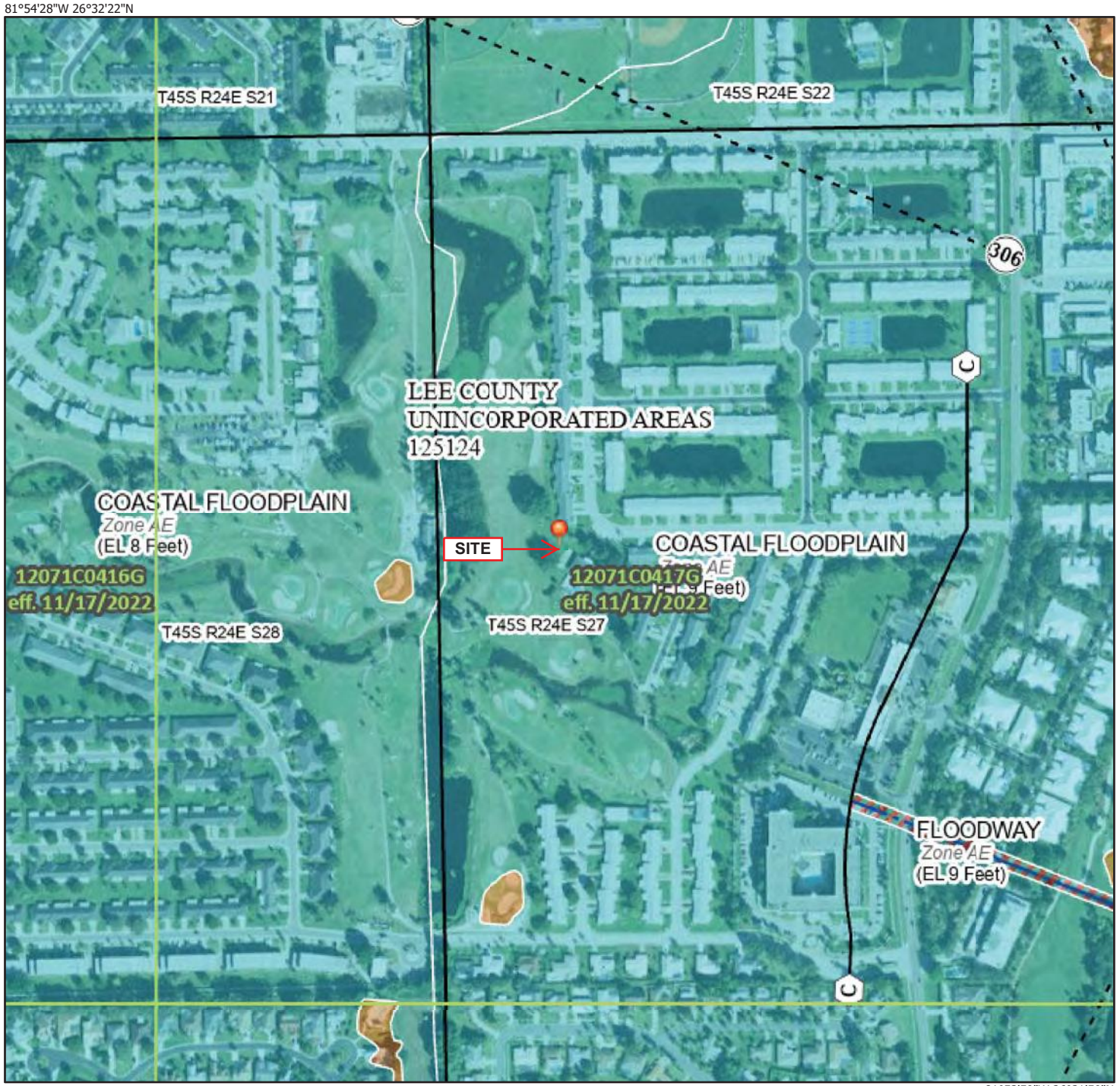
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

National Flood Hazard Layer FIRMette

FEMA



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/18/2023 at 3:54 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Soil Map—Lee County, Florida



Map Scale: 1:570 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 5 10 20 30

Feet
0 25 50 100 150

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lee County, Florida
Survey Area Data: Version 20, Sep 1, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 23, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7	Matlacha gravelly fine sand-Urban land complex, 0 to 2 percent slopes	1.7	100.0%
Totals for Area of Interest		**1.7**	**100.0%**

ATTACHMENT B

Photographs



A: Northerly View from Near the Proposed Tower Location



B: Easterly View from Near the Proposed Tower Location



C: Southerly View from Near the Proposed Tower Location



D: Westerly View from Near the Proposed Tower Location

Photographs

ECA ID: 23-002566

ECA



E: Northwesterly Overview of the Proposed Lease Area



F: Southeasterly Overview of the Proposed Lease Area



G: Northerly View of the Proposed Utility Easement



H: Southerly View of the Proposed Utility Easement

Photographs

ECA ID: 23-002566

ECA



I: Northerly View of the Proposed Utility Easement



J: Southerly View of the Proposed Utility Easement



K: Northeasterly View of the Proposed Access/Utility Easement



L: Southwesterly View of the Proposed Access/Utility Easement

Photographs

ECA ID: 23-002566

ECA

ATTACHMENT C

Protected Species Information

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Florida Ecological Services Field Office
1339 20th Street
Vero Beach, FL 32960-3559
Phone: (772) 562-3909 Fax: (772) 562-4288
Email Address: fw4flesregs@fws.gov
https://www.fws.gov/office/florida-ecological-services

In Reply Refer To:
Project Code: 2023-0122635
Project Name: US-FL-7108 (Myerlee)

November 03, 2023

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. **Please include your Project Code, listed at the top of this letter, in all subsequent correspondence regarding this project.** Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of

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this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Florida Ecological Services Field Office
1339 20th Street
Vero Beach, FL 32960-3559
(772) 562-3909

PROJECT SUMMARY

Project Code: 2023-0122635
Project Name: US-FL-7108 (Myerlee)
Project Type: Communication Tower New Construction
Project Description: Proposed monopole telecommunications structure
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@26.53533155,-81.90250355156425,14z



Counties: Lee County, Florida

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ENDANGERED SPECIES ACT SPECIES

There is a total of 18 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Florida Bonneted Bat *Eumops floridanus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8630	Endangered
Florida Panther *Puma (=Felis) concolor coryi* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1763 General project design guidelines: https://ipac.ecosphere.fws.gov/project/SCGWDY5VWJCSDIZHDDQJZCVYMQ/documents/generated/7123.pdf	Endangered
Puma (=mountain Lion) *Puma (=Felis) concolor (all subsp. except coryi)* Population: FL No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6049	Similarity of Appearance (Threatened)

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BIRDS

NAME — STATUS

Crested Caracara (audubon"s) [fl Dps] *Polyborus plancus audubonii* — Threatened
Population: FL DPS
No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/8250

Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* — Threatened
No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/10477

Everglade Snail Kite *Rostrhamus sociabilis plumbeus* — Endangered
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
Species profile: https://ecos.fws.gov/ecp/species/7713

Wood Stork *Mycteria americana* — Threatened
Population: AL, FL, GA, MS, NC, SC
No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/8477
General project design guidelines:
https://ipac.ecosphere.fws.gov/project/SCGWDY5VWJCSDIZHDDQJZCVYMQ/documents/generated/6954.pdf

REPTILES

NAME — STATUS

American Alligator *Alligator mississippiensis* — Similarity of Appearance (Threatened)
No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/776

American Crocodile *Crocodylus acutus* — Threatened
Population: U.S.A. (FL)
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
Species profile: https://ecos.fws.gov/ecp/species/6604

Eastern Indigo Snake *Drymarchon couperi* — Threatened
No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/646

Green Sea Turtle *Chelonia mydas* — Threatened
Population: North Atlantic DPS
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
Species profile: https://ecos.fws.gov/ecp/species/6199

Kemp's Ridley Sea Turtle *Lepidochelys kempii* — Endangered
There is **proposed** critical habitat for this species.
Species profile: https://ecos.fws.gov/ecp/species/5523

Loggerhead Sea Turtle *Caretta caretta* — Threatened
Population: Northwest Atlantic Ocean DPS
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
Species profile: https://ecos.fws.gov/ecp/species/1110

FISHES

NAME	STATUS
Gulf Sturgeon *Acipenser oxyrinchus (=oxyrhynchus) desotoi*	Threatened

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
Species profile: https://ecos.fws.gov/ecp/species/651

INSECTS

NAME	STATUS
Miami Blue Butterfly *Cyclargus (=Hemiargus) thomasi bethunebakeri*	Endangered

No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/3797

Monarch Butterfly *Danaus plexippus*	Candidate

No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/9743

FLOWERING PLANTS

NAME	STATUS
Aboriginal Prickly-apple *Harrisia (=Cereus) aboriginum (=gracilis)*	Endangered

Population:
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
Species profile: https://ecos.fws.gov/ecp/species/2833

Beautiful Pawpaw *Deeringothamnus pulchellus*	Endangered

Population:
No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/4069

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are bald and/or golden eagles in your project area.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read the supplemental information and specifically the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence ( )

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season ( )
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort ( )
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ( )
A week is marked as having no data if there were no survey events for that week.

probability of presence breeding season survey effort no data

SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Bald Eagle Non-BCC Vulnerable												

Additional information can be found using the following links:

- Eagle Managment https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

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NAME	BREEDING SEASON
American Kestrel *Falco sparverius paulus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31
American Oystercatcher *Haematopus palliatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8935	Breeds Apr 15 to Aug 31
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31
Black Skimmer *Rynchops niger* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/5234	Breeds May 20 to Sep 15
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Great Blue Heron *Ardea herodias occidentalis* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/10590	Breeds Jan 1 to Dec 31
Gull-billed Tern *Gelochelidon nilotica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9501	Breeds May 1 to Jul 31
King Rail *Rallus elegans* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8936	Breeds May 1 to Sep 5
Lesser Yellowlegs *Tringa flavipes* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Magnificent Frigatebird *Fregata magnificens* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9588	Breeds Oct 1 to Apr 30

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NAME	BREEDING SEASON
Mangrove Cuckoo *Coccyzus minor* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9581	Breeds Apr 20 to Aug 20
Painted Bunting *Passerina ciris* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9511	Breeds Apr 25 to Aug 15
Pectoral Sandpiper *Calidris melanotos* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9561	Breeds elsewhere
Prairie Warbler *Dendroica discolor* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9513	Breeds May 1 to Jul 31
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Reddish Egret *Egretta rufescens* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/7617	Breeds Mar 1 to Sep 15
Ruddy Turnstone *Arenaria interpres morinella* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/10633	Breeds elsewhere
Short-billed Dowitcher *Limnodromus griseus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Swallow-tailed Kite *Elanoides forficatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30
Willet *Tringa semipalmata* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10669	Breeds Apr 20 to Aug 5

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NAME	BREEDING SEASON
Wilson's Plover *Charadrius wilsonia* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9722	Breeds Apr 1 to Aug 20

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read the supplemental information and specifically the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence ( )

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season ( )
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort ( )
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ( )
A week is marked as having no data if there were no survey events for that week.

probability of presence breeding season survey effort no data

SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
American Kestrel BCC - BCR												
American Oystercatcher BCC Rangewide (CON)												
Bald Eagle Non-BCC Vulnerable												
Black Skimmer												

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BCC Rangewide
(CON)

Chimney Swift
BCC Rangewide
(CON)

Great Blue Heron
BCC - BCR

Gull-billed Tern
BCC Rangewide
(CON)

King Rail
BCC Rangewide
(CON)

Lesser Yellowlegs
BCC Rangewide
(CON)

Magnificent
Frigatebird
BCC - BCR

Mangrove Cuckoo
BCC - BCR

Painted Bunting
BCC - BCR

SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

Pectoral Sandpiper
BCC Rangewide
(CON)

Prairie Warbler
BCC Rangewide
(CON)

Red-headed
Woodpecker
BCC Rangewide
(CON)

Reddish Egret
BCC Rangewide
(CON)

Ruddy Turnstone
BCC - BCR

Short-billed
Dowitcher
BCC Rangewide
(CON)

Swallow-tailed Kite

BCC Rangewide
(CON)

Willet
BCC Rangewide
(CON)

Wilson's Plover
BCC Rangewide
(CON)

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

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IPAC USER CONTACT INFORMATION

Agency: Environmental Corporation of America
Name: Colette Gabler
Address: 1375 Union Hill Industrial Court
City: Alpharetta
State: GA
Zip: 30004
Email colette.gabler@eca-usa.com
Phone: 7706772040

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Communications Commission

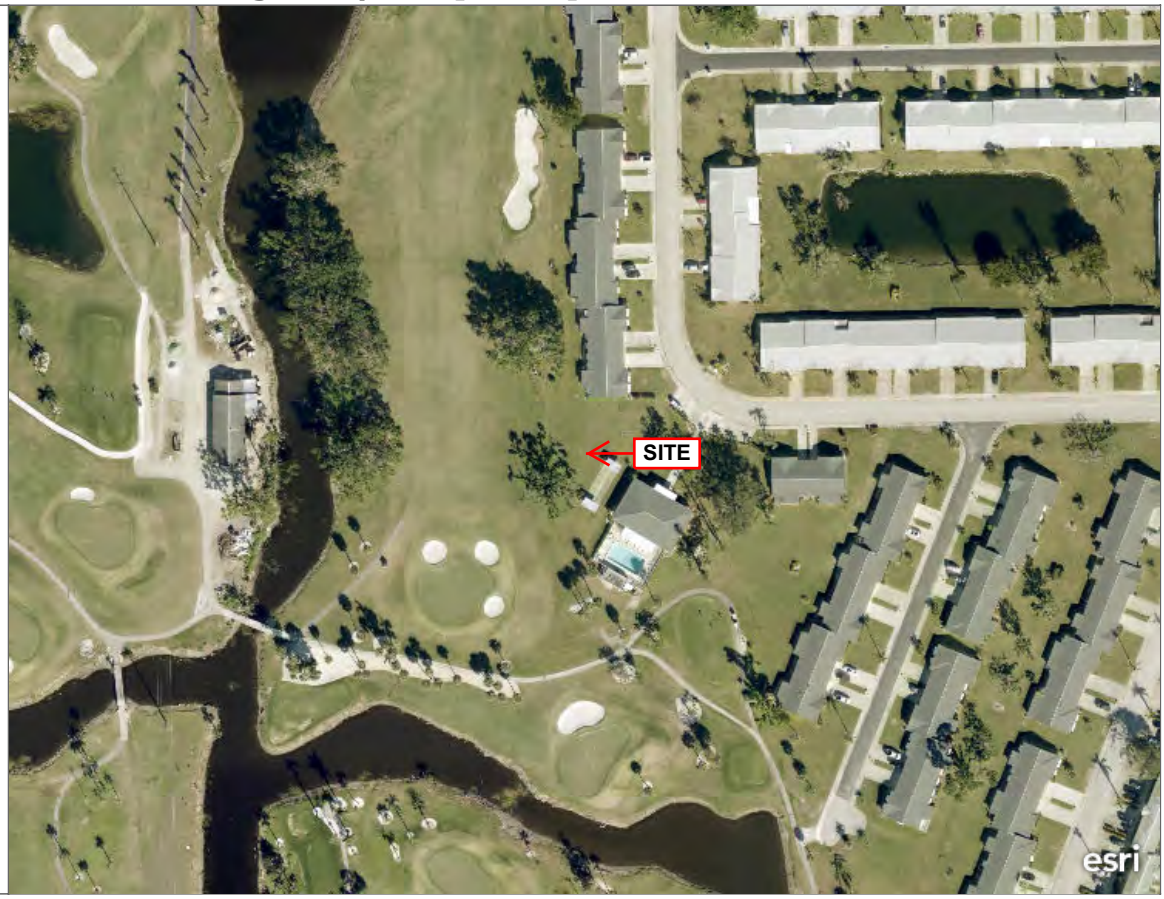
Critical Habitat for Threatened & Endangered Species [USFWS]

Final Polygon Features

Final Linear Features

Proposed Polygon Features

Proposed Linear Features



A specific geographic area(s) that contains features essential for the conservation of a threatened or endangered species and that may require special management and protection.

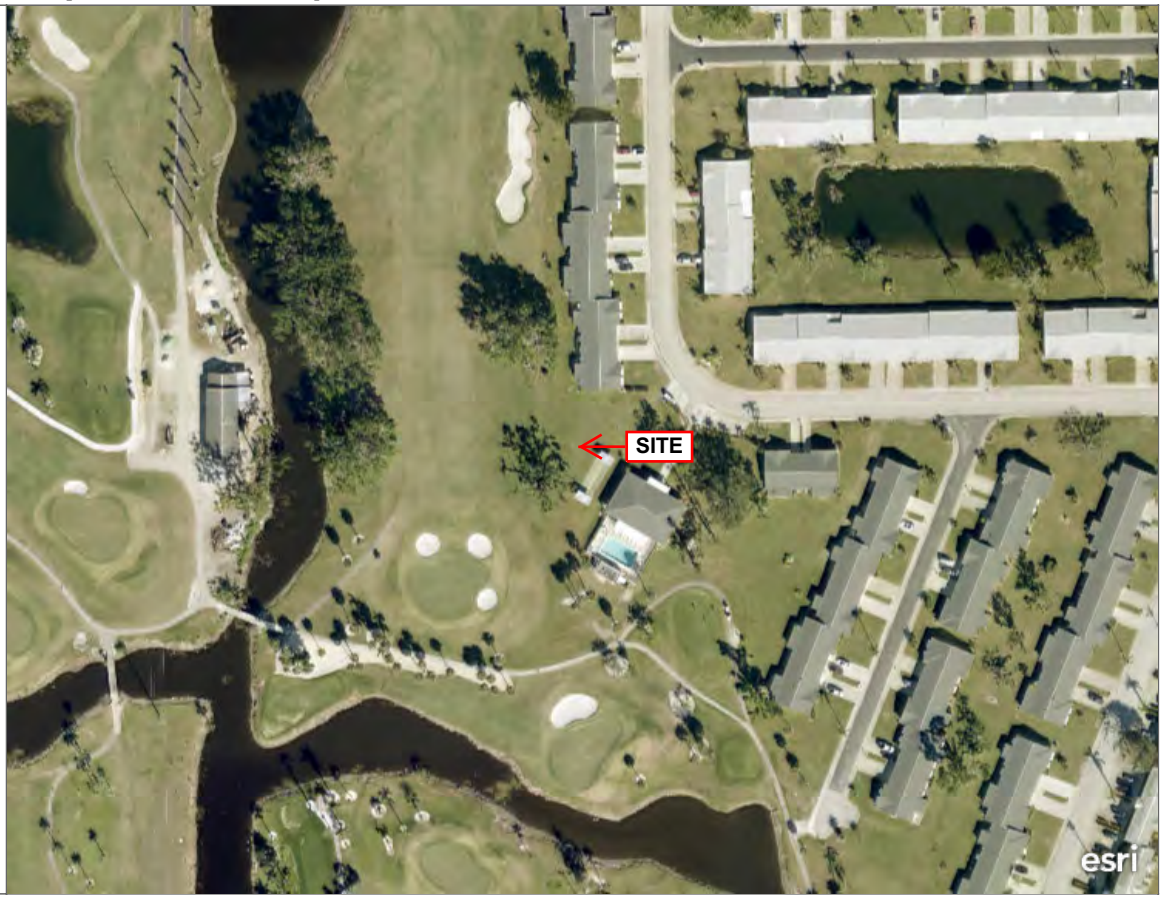
Lee County, FL, Maxar, Microsoft

Florida's Water Bird Colony Locator Web Map

WaterBirds

Water Bird Colonies

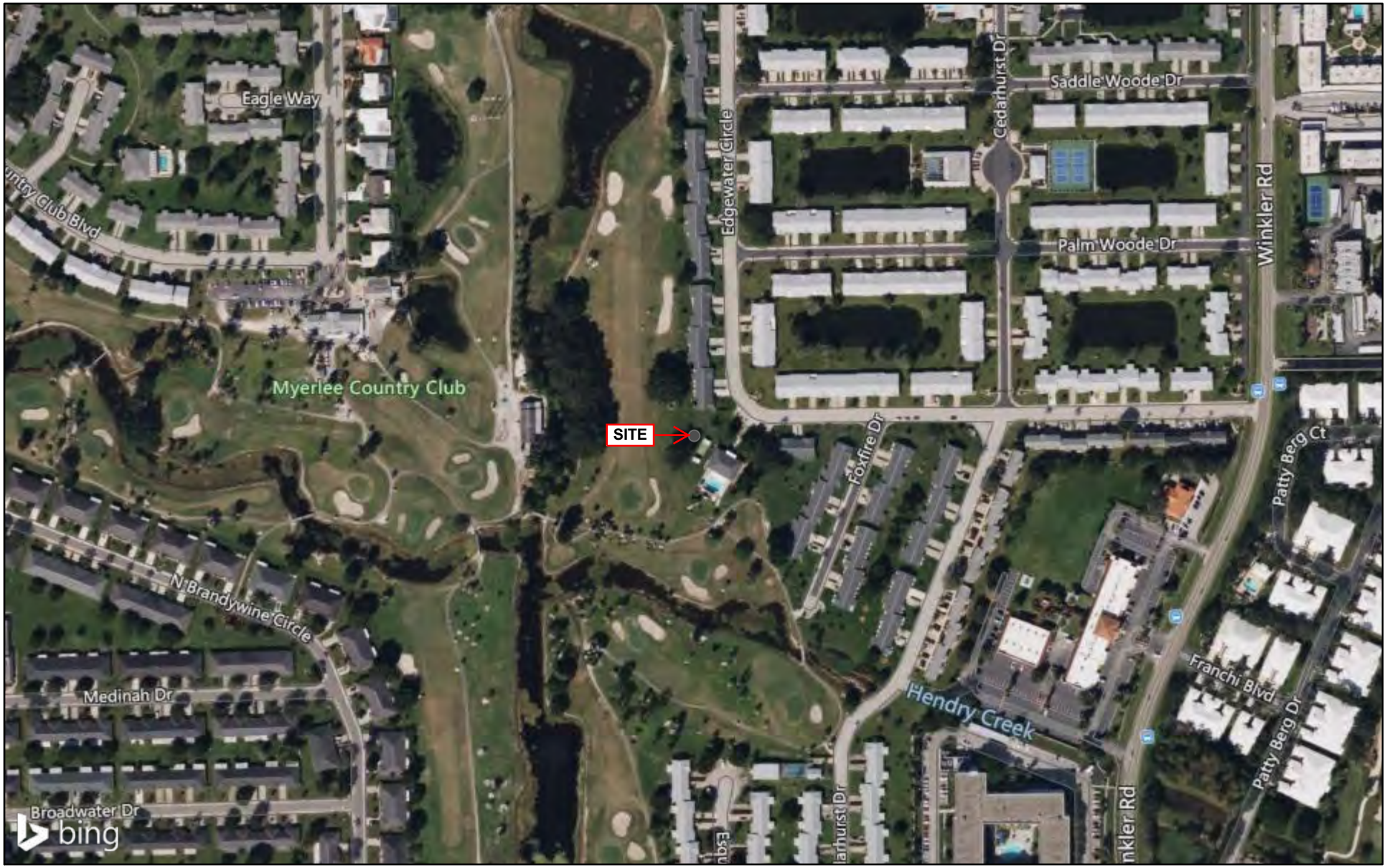
- Active
- Inactive
- Not checked



Florida's Water Bird Colony Locator Web Map

FWC - FWRI | Lee County, FL, Maxar, Microsoft

EagleWatch Map



8/28/2023, 6:22:32 PM

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

© 2023 Microsoft Corporation © 2023 Maxar ©CNES (2023) Distribution Airbus DS © 2023 TomTom

ArcGIS Web AppBuilder

© 2023 Microsoft Corporation, © 2023 Maxar, ©CNES (2023) Distribution Airbus DS, © 2023 TomTom |

ATTACHMENT D

Tower Site Evaluation Form

TOWER SITE EVALUATION FORM

1. Location (Provide maps if possible):
   State: FL County: Lee
   Latitude/Longitude/GPS Grid: Latitude: 26° 32’ 06.3" N, Longitude: 81° 54’ 08.9" W
   Directions: From Fort Myers, FL: Merge onto McGregor Boulevard and continue for 4.9 miles. Turn left onto Winkler Road and continue for 2.8 miles. Turn right onto Edgewater Circle and the project area will be on the left after 0.2 miles.

2. Elevation above mean sea level: ~ 6 feet

3. Will the equipment be co-located on an existing **FCC licensed tower** or other existing structure (building, billboard, etc.)? (y/n) No If yes, type of structure:_____

   If yes, no further information is required.

4. If no, provide proposed specifications for new tower:
   Height 154’ Construction type (lattice, monopole, etc.): Monopine
   Guy-wired? (y/n) No Bands: N/A No. Wires: N/A
   Lighting (Security & Aviation): N/A

If tower will be lighted or guy-wired, complete items 5-19. If not, complete only items 19 and 20.

5. Area of tower footprint in acres or square feet:_____

6. Length and width of access road in feet:_____

7. General description of terrain – mountainous, rolling hills flat to undulation, etc. Photographs of the site and surrounding area are beneficial: _____

8. Meteorological conditions (incidence of fog, low ceilings, etc.):_____

9. Soil type(s):_____

10. Habitat types and land use on and adjacent to the site, by acreage and percentage of total: On-site:
    _____

11. Dominant vegetative species in each habitat:_____

12. Average diameter breast height of dominant tree species in forested areas: _____

13. Will construction at this site cause fragmentation of a larger block of habitat into two or more smaller blocks? (y/n)_____If yes, describe:

14. Is evidence of birds roosts or rookeries present? (y/n) No If yes, describe:_____

15. Distance to nearest wetland area (forested swamp, marsh, riparian, marine, etc.), and coastline if applicable:_____

16. Distance to nearest telecommunications tower: _____

17. Potential for co-location of antennas on existing towers or other structures: _____

18. Have measures been incorporated to minimizing impacts to migratory birds? (y/n)_____

19. Has an evaluation been made to determine if proposed facility may affect listed or proposed endangered or threatened species or their habitat as required by FCC regulation at 47 CFR 1.1307(a)(3)? (y/n) Yes If, yes present findings: No Effect

20. Additional information required:

ATTACHMENT E

Resume

Hazel Errett
Senior Environmental Scientist/Program Manager
1340 Patton Avenue, Suite K, Asheville, NC 28806
(828) 505-0755
hazel.errett@eca-usa.com

EDUCATION

University of North Carolina at Asheville Asheville, NC
Bachelor of Science, Environmental Studies, December 2016

CURRENT EXPERIENCE

Environmental Corporation of America
May 2017 – Present Asheville, NC
Position: Project Scientist
Responsibilities:

- Preparation of FCC National Environmental Policy Act (NEPA) Checklist and Environmental Assessment (EA) evaluations for proposed telecommunications facilities
- Preparation of USFWS requests for technical assistance, Informal Biological Assessments (IBA), and species-specific surveys – Identify potential habitat that may or may not be located within a project area for species listed by the USFWS as "Threatened" or "Endangered"
- Osprey/Bald Eagle Nest Investigations to determine activity status of reported osprey or bald eagle nests on telecommunications towers
- Preparation of Phase I and Phase II Environmental Site Assessments (ESAs) to determine whether or not a "recognized environmental condition" (REC) is present in connection with the Property in accordance with ASTM E1527-13
- Section 106 Review Documentation/Archaeological Assessments for Telecommunications Projects

REPRESENTATIVE EXPERIENCE

Migratory Bird Nest Evaluation/Monitoring
Determine activity status of reported migratory bird nests to recommendations regarding timing and planning construction, installation, and/or maintenance activities can be made. Monitoring construction/maintenance activities in close proximity to occupied nests so actions are within applicable regulatory guidelines.

Phase I Environmental Site Assessments
Project Manager, Participation in Alabama, Florida, Indiana, Kentucky, Missouri, North Carolina, Oklahoma, South Carolina, and Tennessee

Section 106 Review
Project Manager, Participation in numerous Section 106 reviews in Alabama, Florida, Kentucky, Missouri, North Carolina, and Oklahoma.

Federal Communications Commission NEPA Assessments
Project Manager and/or Project Scientist, Participation in Alabama, Florida, Kentucky, Missouri, North Carolina, and Oklahoma.

Protected Species Evaluations/ USFWS and State Wildlife Agency Consultations
Project Manager and/or Project Scientist, Participation in numerous projects within the United States.

APPENDIX D

Section 106 Review Documentation

From: Edwards, Scott
To: Colette Gabler
Subject: RE: US-FL-7108 (Myerlee) 23-002566 - Fort Myers, Lee County, Florida - Section 106 Pending Response
Date: Tuesday, November 7, 2023 9:06:28 AM
Attachments: image001.png

Colette, based on the information provided, it is the opinion of this office that the proposed undertaking will have No Effect on Historic Properties, directly or visually.

Please accept this email as our official correspondence.

-Scott

Scott Edwards

Historic Preservationist and Florida Historic Golf Trail Coordinator | Bureau of Historic Preservation | Division of Historical Resources | Florida Department of State | 500 South Bronough Street | Tallahassee, Florida 32399 | 850.245.6369 | 1.800.847.7278 | www.flheritage.com and www.floridahistoricgolftrail.com

From: Colette Gabler <colette.gabler@eca-usa.com>
Sent: Tuesday, November 7, 2023 8:51 AM
To: Edwards, Scott <Scott.Edwards@DOS.MyFlorida.com>
Subject: RE: US-FL-7108 (Myerlee) 23-002566 - Fort Myers, Lee County, Florida - Section 106 Pending Response

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good Morning Scott,

Please see the attached PDF report that was mailed and let me know if you have any questions.

Thank you,

Colette Vale Gabler, MA, RPA
Client Manager
908-642-4601 (mobile)

From: Edwards, Scott <Scott.Edwards@DOS.MyFlorida.com>

Serial Number
23-02507L

Business Observer

Published Weekly
Fort Myers, Lee County, Florida

COUNTY OF LEE

STATE OF FLORIDA

Before the undersigned authority personally appeared Ernesto Rendon who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Fort Myers, Lee County, Florida; that the attached copy of advertisement,

being a Notice of Construction

in the matter of Notice of construction of 154-foot communications structure

in the Court, was published in said newspaper by print in the

issues of 8/25/2023

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

VB BTS II, LLC is proposing to construct a 154-foot tall (overall height) monopole telecommunications structure located near 1428 Edgewater Circle, Fort Myers, Lee County, Florida (N26° 32' 06.3"; W81° 54' 08.9"). The tower is not anticipated to be lit. VB BTS II, LLC invites comments from any interested party on the impact the proposed undertaking may have on any districts, sites, buildings, structures, or objects significant in American history, archaeology, engineering, or culture that are listed or determined eligible for listing in the National Register of Historic Places. Comments may be sent to Environmental Corporation of America, ATTN: Annamarie Howell, 1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004 or via email to publicnotice@eca-usa.com. Ms. Howell can be reached at (770) 667-2040 x 405 during normal business hours. Comments must be received within 30 days of the date of this notice. 23-002566/CVG
August 25, 2023 23-02507L

Ernesto Rendon

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of August, 2023 A.D.

by Ernesto Rendon who is personally known to me.

Notary Public, State of Florida
(SEAL)

Donna Congon
Comm.#HH015747
Expires: June 29, 2024
Bonded Thru Aaron Notary

Ent D (FMSF only) _____

Survey Log Sheet

Florida Master Site File
Version 5.0 3/19

Survey # (FMSF only) _____

Consult *Guide to the Survey Log Sheet* for detailed instructions.

Manuscript Information

Survey Project (name and project phase)
US-FL-7108 (Myerlee)

Report Title (exactly as on title page)
Proposed 149-Foot Tall Monopole Telecommunications Structure (154-Foot Overall Height Including Appurtenances)

Report Authors (as on title page)
1. Colette Gabler, MA, RPA
2. Josh Wackett, MA, RPA
3. _____
4. _____

Publication Year 2023 **Number of Pages in Report** (do not include site forms) 92

Publication Information (Give series, number in series, publisher and city. For article or chapter, cite page numbers. Use the style of *American Antiquity*.)

Supervisors of Fieldwork (even if same as author) Names Shannon Lowman, MA, RPA

Affiliation of Fieldworkers: Organization Environmental Corporation of America City Alpharetta

Key Words/Phrases (Don't use county name, or common words like *archaeology*, *structure*, *survey*, *architecture*, *etc.*)

1. _____ 3. _____ 5. _____ 7. _____
2. _____ 4. _____ 6. _____ 8. _____

Survey Sponsors (corporation, government unit, organization, or person funding fieldwork)

Name VB BTS II, LLC Organization _____

Address/Phone/E-mail 750 Park Commerce Drive, Suite 200, Boca Raton, FL 33487

Recorder of Log Sheet Colette Gabler **Date Log Sheet Completed** 9-22-2023

Is this survey or project a continuation of a previous project? ☒No ☐Yes: **Previous survey #s (FMSF only)** _____

Project Area Mapping

Counties (select every county in which field survey was done; attach additional sheet if necessary)

1. Lee 3. _____ 5. _____
2. _____ 4. _____ 6. _____

USGS 1:24,000 Map Names/Year of Latest Revision (attach additional sheet if necessary)

1. Name FORT MYERS SW Year 1987
2. Name FORT MYERS SE Year 1987
3. Name _____ Year _____
4. Name _____ Year _____
5. Name _____ Year _____
6. Name _____ Year _____

Field Dates and Project Area Description

Fieldwork Dates: Start 9-6-2023 End 9-6-2023 **Total Area Surveyed** (fill in one) _____hectares 0.32 acres

Number of Distinct Tracts or Areas Surveyed _____

If Corridor (fill in one for each) **Width:** _____meters _____feet **Length:** _____kilometers _____miles

Florida Master Site File / Div. of Historical Resources / R.A. Gray Bldg / 500 S Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440, Fax 850.245.6439, Email: SiteFile@dos.myflorida.com

Survey Log Sheet

Survey #_____

Research and Field Methods

Types of Survey (select all that apply): ☒archaeological ☒architectural ☒historical/archival ☐underwater
☐damage assessment ☐monitoring report ☐other(describe): _____

Scope/Intensity/Procedures

Preliminary Methods (select as many as apply to the project as a whole)

☐Florida Archives (Gray Building)	☐library research- *local public*	☐local property or tax records	☐other historic maps	☐LIDAR
☐Florida Photo Archives (Gray Building)	☐library-special collection	☐newspaper files	☒soils maps or data	☐other remote sensing
☒Site File property search	☐Public Lands Survey (maps at DEP)	☐literature search	☐windshield survey	
☒Site File survey search	☐local informant(s)	☐Sanborn Insurance maps	☒aerial photography	

☐other (describe): _____

Archaeological Methods (select as many as apply to the project as a whole)
☐Check here if **NO** archaeological methods were used.

☒surface collection, controlled	☐shovel test-other screen size	☐block excavation (at least 2x2 m)	☐metal detector
☐surface collection, uncontrolled	☐water screen	☐soil resistivity	☐other remote sensing
☒shovel test-1/4"screen	☐posthole tests	☐magnetometer	☒pedestrian survey
☐shovel test-1/8" screen	☐auger tests	☐side scan sonar	☐unknown
☐shovel test 1/16"screen	☐coring	☐ground penetrating radar (GPR)	
☐shovel test-unscreened	☐test excavation (at least 1x2 m)	☐LIDAR	

☐other (describe): _____

Historical/Architectural Methods (select as many as apply to the project as a whole)
☒Check here if **NO** historical/architectural methods were used.

☐building permits	☐demolition permits	☐neighbor interview	☐subdivision maps
☐commercial permits	☐windshield survey	☐occupant interview	☐tax records
☐interior documentation	☐local property records	☐occupation permits	☐unknown

☐other (describe): _____

Survey Results

Resource Significance Evaluated? ☒Yes ☐No

Count of Previously Recorded Resources 0 **Count of Newly Recorded Resources** 0

List Previously Recorded Site ID#s with Site File Forms Completed (attach additional pages if necessary)

List Newly Recorded Site ID#s (attach additional pages if necessary)

Site Forms Used: ☐Site File Paper Forms ☒Site File PDF Forms

REQUIRED: Attach Map of Survey or Project Area Boundary

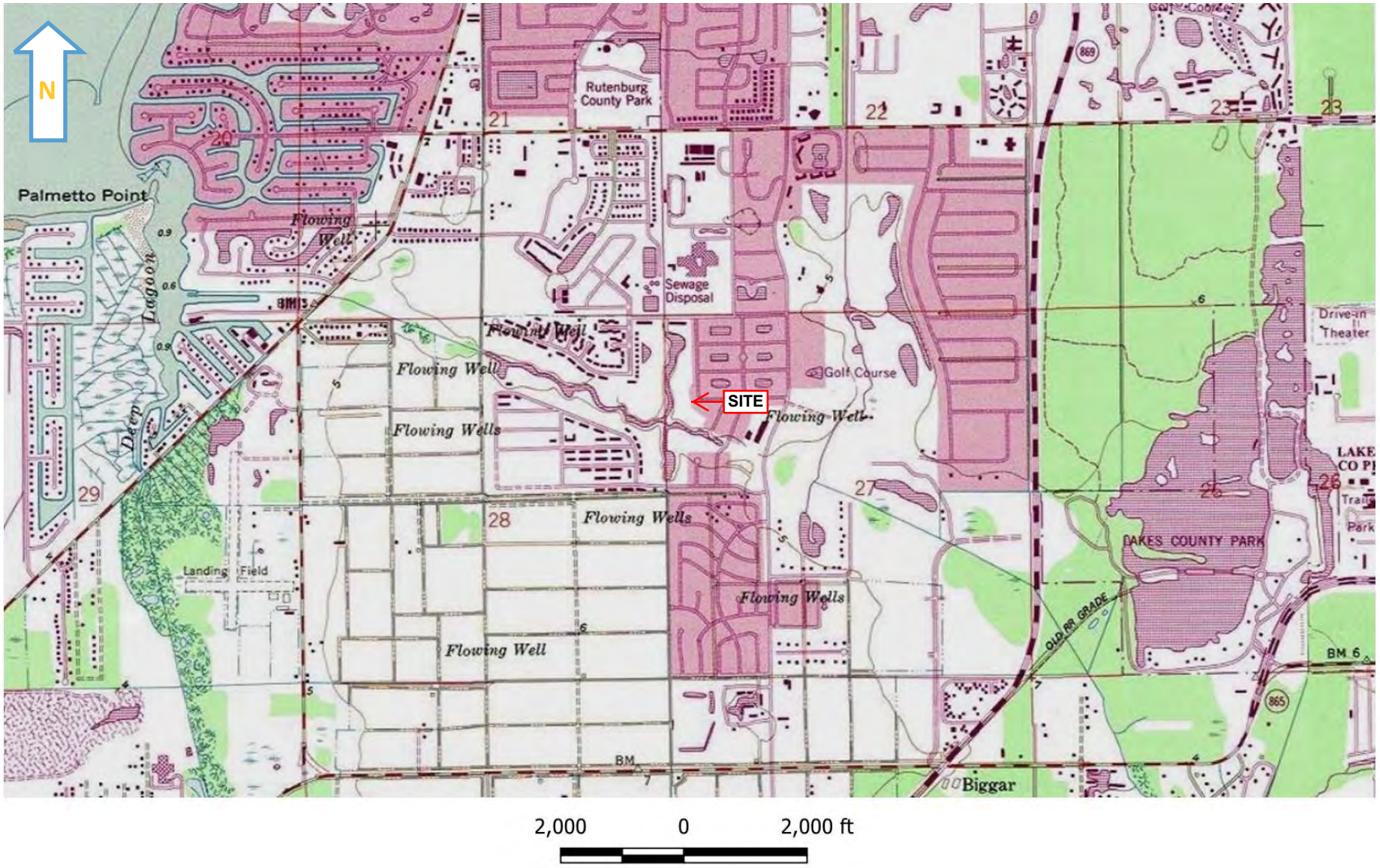
SHPO USE ONLY	SHPO USE ONLY	SHPO USE ONLY

Origin of Report: ☐872 ☐Public Lands ☐UW ☐1A32 # _____ ☐Academic ☐Contract ☐Avocational
☐Grant Project # _____ ☐Compliance Review: CRAT # _____

Type of Document: ☐Archaeological Survey ☐Historical/Architectural Survey ☐Marine Survey ☐Cell Tower CRAS ☐Monitoring Report
☐Overview ☐Excavation Report ☐Multi-Site Excavation Report ☐Structure Detailed Report ☐Library, Hist. or Archival Doc
☐Desktop Analysis ☐MPS ☐MRA ☐TG ☐Other: _____

Document Destination: Plottable Projects **Plotability:** _____

Florida Master Site File / Div. of Historical Resources / R.A. Gray Bldg / 500 S Bronough St., Tallahassee, Florida 32399-0250
Phone 850.245.6440, Fax 850.245.6439, Email: SiteFile@dos.myflorida.com



Source: USGS Topographic Maps 7.5 Series, *Fort Myers SW, FL* (1958, photorevised 1987) and *Fort Myers SE, FL* (1958, photorevised 1987).

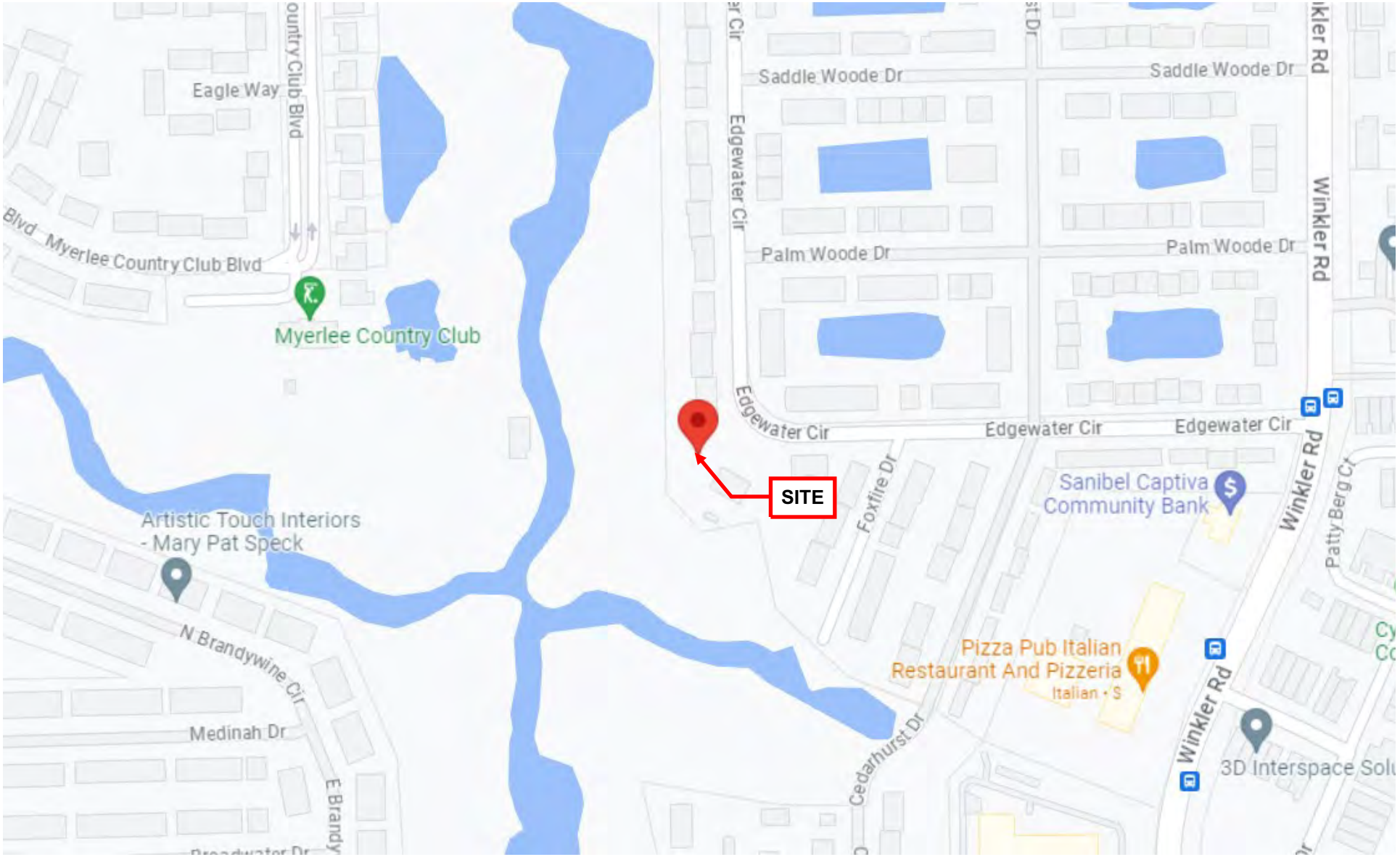
Topographic Map	ECA ID: 23-002566	ECA



Source: Google Earth 2023

Aerial Photograph

ECA ID: 23-002566



Source: Google Maps

Street Map

ECA ID: 23-002566

ECA

ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

Section 106 Review

TCNS ID 270699
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)

US-FL-7108 (Myerlee)

1428 Edgewater Circle
Fort Myers, Lee County,
Florida

ECA Project No. 23-002566



SUBMITTED TO:

Ms. Alissa Slade Lotane, Director
Division of Historical Resources
Office of Compliance and Review
500 S. Bronough Street, Room 423
Tallahassee, FL 32399-0250

PREPARED BY:

Environmental Corporation of America
1375 Union Hill Industrial Court
Alpharetta, GA 30004

ENVIRONMENTAL CORPORATION OF AMERICA
ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

September 22, 2023

Division of Historical Resources
Office of Compliance and Review
500 S. Bronough Street, Room 423
Tallahassee, FL 32399-0250

Attention: **Ms. Alissa Slade Lotane – Director**

Subject: **Section 106 Review**
TCNS ID # 270699
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project # 23-002566

Dear Ms. Lotane:

Environmental Corporation of America's (ECA) client, VB BTS II, LLC, is proposing to construct a telecommunications facility as described in the following FCC Form 620, New Tower (NT) Submission Packet. ECA understands that VB BTS II, LLC plans to construct a 154-foot tall (overall height) monopole telecommunications structure within a proposed approximate 2,841 square-foot (264 square-meter) lease area. The proposed lease area would be accessible by a proposed 90-foot long by 20-foot wide (27-meter by 6-meter) access/utility easement. The proposed project area would also include a proposed approximate 250-foot long by 15-foot wide (76-meter by 5-meter) utility easement.

ECA has identified and evaluated Historic Properties, if any, within the Area of Potential Effect (APE) for visual and direct effects as directed in Section VI.D.1 and 2 of the Nationwide Programmatic Agreement, effective on March 7, 2005. We identified no Historic Properties listed in the National Register of Historic Places (NRHP) within the ½-mile APE for visual effects or direct effects.

After a search of the Florida Master Site File (FMSF) was reviewed, no NRHP-eligible Historic Properties were identified within the ½-mile APE for visual effects or direct effects.

An Archaeological Assessment was conducted within the APE for direct effects. During our database research, we identified no previously archaeological sites or cultural resource surveys within the APE for direct effects. If any archaeological sites or cultural resource surveys were

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

identified during ECA's research outside the APE for direct effects, they are discussed further in the separate archaeological assessment. During the course of the field survey portion of this archaeological assessment, no archaeological cultural resources were encountered. See separate archaeological assessment report for additional information.

Based on this documentation, prepared in accordance with the Nationwide Programmatic Agreement effective March 7, 2005, ECA believes that this proposed undertaking would have no effect on any Historic Properties identified in accordance with the NPA. Therefore, ECA recommends a finding of No Historic Properties Affected for the proposed undertaking for the APE for visual and direct effects.

We are submitting this letter, on behalf of VB BTS II, LLC to seek concurrence with this finding and to comply with Federal Communications Commission (FCC) requirements as identified in 47 CFR 1.1307. We request your concurrence with our finding. Please contact Dina M. Bazzill at 252-412-7960 or dina.bazzill@eca-usa.com with questions or comments.

Sincerely,
Environmental Corporation of America

Colette Gabler, MA, RPA
Senior Project Manager

Josh Wackett, MA, RPA
Senior Archaeologist

FCC Form 620

Notification Date:
File Number:

FCC Wireless Telecommunications Bureau
New Tower ("NT") Submission Packet

Approved by OMB
3060 – 1039
See instructions for
public burden estimates

General Information

1) (Select only one) **(NE)** **NE** – New **UA** – Update of Application **WD** – Withdrawal of Application	
2) If this application is for an Update or Withdrawal, enter the file number of the pending application currently on file.	File Number:

Applicant Information

3) FCC Registration Number (FRN): **0026963173**			
4) Name: **VB BTS II, LLC**			

Contact Name

5) First Name: **Richard**	6) MI:	7) Last Name: **Hickey**	8) Suffix:
9) Title:			

Contact Information

10) P.O. Box:	**And /Or**	11) Street Address: **750 Park of Commerce Drive Suite 200**		
12) City: **Boca Raton**			13) State: **FL**	14) Zip Code: **33487**
15) Telephone Number: **(561)406-4015**		16) Fax Number:		
17) E-mail Address: **Regulatory@verticalbridge.com**				

Consultant Information

18) FCC Registration Number (FRN): **0011662921**			
19) Name: **Environmental Corporation of America**			

Principal Investigator

20) First Name: **Dina**	21) MI:	22) Last Name: **Bazzill**	23) Suffix:
24) Title: **MA, RPA Principal Investigator**			

Principal Investigator Contact Information

25) P.O. Box:	**And /Or**	26) Street Address: **1375 Union Hill Industrial Court Suite A**		
27) City: **Alpharetta**			28) State: **GA**	29) Zip Code: **30004**
30) Telephone Number: **(770)677-2040**		31) Fax Number:		
32) E-mail Address: **dina.bazzill@eca-usa.com**				

Professional Qualification

33) Does the Principal Investigator satisfy the Secretary of the Interior's Professional Qualification Standards?	(X) Yes ( ) No

34) Areas of Professional Qualification:

(X) Archaeologist

( ) Architectural Historian

(X) Historian

( ) Architect

( ) Other (Specify) _____

Additional Staff

35) Are there other staff involved who meet the Professional Qualification Standards of the Secretary of the Interior?	(X) Yes ( ) No

If "YES," complete the following:

36) First Name: **Josh**	37) MI:	38) Last Name: **Wackett**	39) Suffix:

40) Title: **MA, RPA - Senior Archaeologist**

41) Areas of Professional Qualification:

(X) Archaeologist

( ) Architectural Historian

(X) Historian

( ) Architect

( ) Other (Specify) _____

36) First Name: **Colette**	37) MI: **V**	38) Last Name: **Gabler**	39) Suffix:

40) Title: **MA, RPA - Senior Project Manager**

41) Areas of Professional Qualification:

(X) Archaeologist

( ) Architectural Historian

(X) Historian

( ) Architect

( ) Other (Specify) _____

Site Information

Tower Construction Notification System

1) TCNS Notification Number: **270699**

Site Information

2) Positive Train Control Filing Subject to Expedited Treatment Under Program Comment: ( ) Yes (X) No

3) Site Name: **US-FL-7108 (Myerlee)**

4) Site Address: **1428 Edgewater Circle**

5) Detailed Description of Project:

23-002566

6) City: **Fort Myers**	7) State: **FL**	8) Zip Code: **33919**

9) County/Borough/Parish: **LEE**

10) Nearest Crossroads: **Edgewater Circle & Foxfire Drive**

11) **NAD 83** Latitude (DD-MM-SS.S): **26-32-06.3** (X) N or ( ) S

12) **NAD 83** Longitude (DD-MM-SS.S): **081-54-08.9** ( ) E or (X) W

Tower Information

13) Tower height above ground level (include top-mounted attachments such as lightning rods): **46.9** ( ) Feet (X) Meters

14) Tower Type (Select One):

( ) Guyed lattice tower

( ) Self-supporting lattice

(X) Monopole

( ) Other (Describe):

Project Status

15) Current Project Status (Select One):

(X) Construction has not yet commenced

( ) Construction has commenced, but is not completed Construction commenced on: _____

( ) Construction has been completed Construction commenced on: _____

Construction completed on: _____

Determination of Effect

14) Direct Effects (Select One):

(**X**) No Historic Properties in Area of Potential Effects (APE)

( ) No Effect on Historic Properties in APE

( ) No Adverse Effect on Historic Properties in APE

( ) Adverse Effect on one or more Historic Properties in APE

15) Visual Effects (Select One):

(**X**) No Historic Properties in Area of Potential Effects (APE)

( ) No Effect on Historic Properties in APE

( ) No Adverse Effect on Historic Properties in APE

( ) Adverse Effect on one or more Historic Properties in APE

Tribal/NHO Involvement

1) Have Indian Tribes or Native Hawaiian Organizations (NHOs) been identified that may attach religious and cultural significance to historic properties which may be affected by the undertaking within the APEs for direct and visual effects?	(X) Yes ( ) No

2a) Tribes/NHOs contacted through TCNS Notification Number: **270699** Number of Tribes/NHOs: **6**

2b) Tribes/NHOs contacted through an alternate system: Number of Tribes/NHOs: **0**

Tribe/NHO Contacted Through TCNS

3) Tribe/NHO FRN:

4) Tribe/NHO Name: **Eastern Shawnee Tribe of Oklahoma**

Contact Name

5) First Name: **Kelly**	6) MI:	7) Last Name: **Nelson**	8) Suffix:

9) Title: **Cell Tower Coordinator**

Dates & Response

10) Date Contacted **08/24/2023** 11) Date Replied **09/06/2023**

( ) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

(X) Replied/Other

Tribe/NHO Contacted Through TCNS

3) Tribe/NHO FRN:

4) Tribe/NHO Name: **Miccosukee Tribe of Indians of Florida**

Contact Name

5) First Name: **Kevin**	6) MI:	7) Last Name: **Donaldson**	8) Suffix:

9) Title: **Real Estate Director**

Dates & Response

10) Date Contacted **08/24/2023** 11) Date Replied

(X) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

( ) Replied/Other

Tribal/NHO Involvement

1) Have Indian Tribes or Native Hawaiian Organizations (NHOs) been identified that may attach religious and cultural significance to historic properties which may be affected by the undertaking within the APEs for direct and visual effects?	(X) Yes ( ) No

2a) Tribes/NHOs contacted through TCNS Notification Number: **270699** Number of Tribes/NHOs: **6**

2b) Tribes/NHOs contacted through an alternate system: Number of Tribes/NHOs: **0**

Tribe/NHO Contacted Through TCNS

3) Tribe/NHO FRN:

4) Tribe/NHO Name: **Muscogee (Creek) Nation**

Contact Name

5) First Name: **Corain**	6) MI:	7) Last Name: **Lowe-Zepeda**	8) Suffix: **Ms**
9) Title: **TCNS Manager**			

Dates & Response

10) Date Contacted **08/24/2023** 11) Date Replied

(X) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

( ) Replied/Other

Tribe/NHO Contacted Through TCNS

3) Tribe/NHO FRN:

4) Tribe/NHO Name: **Seminole Nation of Oklahoma**

Contact Name

5) First Name: **Ben**	6) MI:	7) Last Name: **Yahola**	8) Suffix:
9) Title: **Tribal Historic Preservation Officer**			

Dates & Response

10) Date Contacted **08/23/2023** 11) Date Replied

(X) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

( ) Replied/Other

Tribal/NHO Involvement

1) Have Indian Tribes or Native Hawaiian Organizations (NHOs) been identified that may attach religious and cultural significance to historic properties which may be affected by the undertaking within the APEs for direct and visual effects?	(X) Yes ( ) No

2a) Tribes/NHOs contacted through TCNS Notification Number: **270699** Number of Tribes/NHOs: **6**

2b) Tribes/NHOs contacted through an alternate system: Number of Tribes/NHOs: **0**

Tribe/NHO Contacted Through TCNS

3) Tribe/NHO FRN:

4) Tribe/NHO Name: **Seminole Tribe of Florida**

Contact Name

5) First Name: **THPO**	6) MI:	7) Last Name: **Compliance**	8) Suffix:
9) Title: **Compliance Review Supervisor**			

Dates & Response

10) Date Contacted **08/23/2023** 11) Date Replied

(X) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

( ) Replied/Other

Tribe/NHO Contacted Through TCNS

3) Tribe/NHO FRN:

4) Tribe/NHO Name: **Thlopthlocco Tribal Town**

Contact Name

5) First Name: **Ryan**	6) MI:	7) Last Name: **Morrow**	8) Suffix:
9) Title: **Mekko**			

Dates & Response

10) Date Contacted **08/23/2023** 11) Date Replied

(X) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

( ) Replied/Other

Other Tribes/NHOs Contacted

Tribe/NHO Information

1) FCC Registration Number (FRN):
2) Name:

Contact Name

3) First Name:	4) MI:	5) Last Name:	6) Suffix:
7) Title:			

Contact Information

8) P.O. Box:	**And /Or**	9) Street Address:		
10) City:			11) State:	12) Zip Code:
13) Telephone Number:		14) Fax Number:		
15) E-mail Address:				
16) Preferred means of communication: ( ) E-mail ( ) Letter ( ) Both				

Dates & Response

17) Date Contacted _____ 18) Date Replied _____

( ) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

( ) Replied/Other

Historic Properties

Properties Identified

1) Have any historic properties been identified within the APEs for direct and visual effect?	( ) Yes (X) No
2) Has the identification process located archaeological materials that would be directly affected, or sites that are of cultural or religious significance to Tribes/NHOs?	( ) Yes (X) No
3) Are there more than 10 historic properties within the APEs for direct and visual effect? If "Yes", you are required to attach a Cultural Resources Report in lieu of adding the Historic Property below.	( ) Yes (X) No

Historic Property

4) Property Name:
5) SHPO Site Number:

Property Address

6) Street Address:		
7) City:	8) State:	9) Zip Code:
10) County/Borough/Parish:		

Status & Eligibility

11) Is this property listed on the National Register? Source: _____	( ) Yes ( ) No
12) Is this property eligible for listing on the National Register? Source: _____	( ) Yes ( ) No
13) Is this property a National Historic Landmark?	( ) Yes ( ) No

14) Direct Effects (Select One):

( ) No Effect on this Historic Property in APE

( ) No Adverse Effect on this Historic Property in APE

( ) Adverse Effect on this Historic Property in APE

15) Visual Effects (Select One):

( ) No Effect on this Historic Property in APE

( ) No Adverse Effect on this Historic Property in APE

( ) Adverse Effect on this Historic Property in APE

Local Government Involvement

Local Government Agency

1) FCC Registration Number (FRN):
2) Name: **Lee County Historic Preservation Board**

Contact Name

3) First Name: **Anthony**	4) MI:	5) Last Name: **Rodriguez**	6) Suffix:
7) Title: **Principal Planner**			

Contact Information

8) P.O. Box: **398**	**And /Or**	9) Street Address:		
10) City: **Fort Myers**			11) State: **FL**	12) Zip Code: **33902**
13) Telephone Number: **(239)533-8786**		14) Fax Number:		
15) E-mail Address: **arodriguez4@leegov.com**				

16) Preferred means of communication:

(**X**) E-mail

( ) Letter

( ) Both

Dates & Response

17) Date Contacted **09/21/2023** 18) Date Replied _____

(**X**) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

( ) Replied/Other

Additional Information

19) Information on local government's role or interest (optional):

Other Consulting Parties

Other Consulting Parties Contacted

1) Has any other agency been contacted and invited to become a consulting party?	(**X**) Yes ( ) No

Consulting Party

2) FCC Registration Number (FRN):
3) Name: **Fort Myers Historic Commission**

Contact Name

4) First Name: **Nicole**	5) MI:	6) Last Name: **DeVaughn**	7) Suffix:
8) Title: **Planning Manager**			

Contact Information

9) P.O. Box:	**And /Or**	10) Street Address: **1825 Hendry Street Suite 101**		
11) City: **Fort Myers**			12) State: **FL**	13) Zip Code: **33901**
14) Telephone Number: **(239)321-7976**		15) Fax Number:		
16) E-mail Address: **ndevaughn@cityftmyers.com**				

17) Preferred means of communication:

(**X**) E-mail

( ) Letter

( ) Both

Dates & Response

18) Date Contacted **09/21/2023** 19) Date Replied _____

(**X**) No Reply

( ) Replied/No Interest

( ) Replied/Have Interest

( ) Replied/Other

Additional Information

20) Information on other consulting parties' role or interest (optional):

Designation of SHPO/THPO

1) Designate the Lead State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO) based on the location of the tower.

SHPO/THPO

Name: **Florida Division of Historical Resources**

2) You may also designate up to three additional SHPOs/THPOs if the APEs include multiple states. If the APEs include other countries, enter the name of the National Historic Preservation Agency and any state and provincial Historic Preservation Agency.

SHPO/THPO Name: _____

SHPO/THPO Name: _____

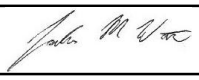
SHPO/THPO Name: _____

Certification

I certify that all representations on this FCC Form 620 Submission Packet and the accompanying attachments are true, correct, and complete.

Party Authorized to Sign

First Name:	MI:	Last Name:	Suffix:
Joshua	M	Wackett	

Signature:  Date: 9/22/23

FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).

Attachment A

Consultant Information

Resume/Curriculum Vitae

Dina M. Bazzill, MA, RPA

Principal Archaeologist/Historian
1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
(770) 667-2040 Ext. 111
dina.bazzill@eca-usa.com

EDUCATION

East Carolina University Greenville, NC
M.A., Maritime Studies
Graduated: May 2007
GPA: 3.89/4.0

Southwest Missouri State University Springfield, MO
B.A., Anthropology, minor in Antiquities
Graduated: May 2004, Magna Cum Laude
Grade-Point Average: 3.8/4.0

PROFESSIONAL CERTIFICATIONS

Secretary of the Interior's 36CFR61 Professional Qualification Standards for Archaeology and History since 2007
Register of Professional Archaeologist since 2007
Section 106 Training Certification from SRI Foundation, 2009
Advanced Section 106 Training Certification from the Advisory Council on Historic Preservation, 2009
NEPA Compliance and Cultural Resources Training Certification from the National Preservation Institute, 2009
Section 4 (f) Compliance for Historic Properties Training Certification from the National Preservation Institute, 2009
Identification and Management of Traditional Cultural Properties Training Certification from the National Preservation Institute, 2009
Tribal Consultation Training Certification from the SRI Foundation, 2010

RELATED EMPLOYMENT

June 2007 – Present **Environmental Corporation of America** Alpharetta, GA
Position: Principal Investigator
Responsibilities:

- Archaeological and historical research.
- Conducting archaeological and historical site assessments for Section 106 compliance.
- Authoring Section 106/archaeological assessment/phase one environmental impact reports for submission to clients, SHPO offices, tribes, consulting parties, and other state agencies.

REPRESENTATIVE EXPERIENCE

June 2007 - Present **Section 106 Cell Tower Evaluations** USA
Dina M. Bazzill, Principal Archaeologist/Historian
Goals: The scope of work for these projects has included archaeological and historic standing structures site assessments for the Section 106 review process in forty different states.

May/June 2011 **Chicago and North Western Railway Bridge Replacement: Phase I Underwater Archaeological Survey** Oshkosh, WI
Dina M. Bazzill, Principal Archaeologist/Historian
Goals: The scope of work for this project included a Phase I side-scan sonar survey for the replacement of the Chicago and North Western Railway Line over the Fox River in Oshkosh, Winnebago County, Wisconsin. The side-scan sonar survey was performed by Jerry Guyer of Pirate's Cove Diving Inc. Dina M. Bazzill performed the necessary research, analyzed the side-scan sonar data, and prepared a report in conformance with Wisconsin Historical Society Guidelines.

April/May 2010 **Snowbird Youth Center Phase I** Robbinsville, NC
Dina M. Bazzill, Field Director and John P. McCarthy, Principal Investigator
Goals: The scope of work for this project included a survey for a proposed Eastern Band of Cherokee Indians Youth Center located on Forest Service land in Robbinsville, North Carolina. High probability landforms were tested as per Forest Service archaeological testing guidelines. Shovel tests were excavated at 65-foot intervals, where appropriate. Key staff members included Dina M. Bazzill, Field Director and John P. McCarthy, Principal Director. Dina M. Bazzill authored the report, with the assistance of John P. McCarthy.

April/May 2010 **CabeJail Phase I - EBCI Reservation** Cherokee, NC
Dina M. Bazzill, Project Archaeologist and John P. McCarthy, Principal Investigator
Goals: The scope of work for this project included a survey for a proposed jail located on the Eastern Band of Cherokee Indians reservation in Cherokee, North Carolina. The entire proposed property was systematically surveyed utilizing guidelines provided by the EBCI THPO office. Shovel tests were excavated at 65-foot intervals, where appropriate. Key staff members included Dina M. Bazzill, Project Archaeologist and John P. McCarthy, Principal Director. John P. McCarthy authored the report, with the assistance of Dina M. Bazzill.

October /November 2009 **Old #4 Sewer Line Replacement - EBCI Indian Reservation** Cherokee, NC
Dina M. Bazzill, Field Director and John P. McCarthy, Principal Investigator
Goals: The scope of work for this project included a systematic survey for a proposed sewer line replacement located on the Eastern Band of Cherokee Indian Reservation in Cherokee, North Carolina. A pedestrian survey was conducted, and shovel tests were conducted as per EBCI THPO office guidelines. This entailed excavating shovel tests at 65-foot intervals, where appropriate. Crew members included Dina M. Bazzill, Field Director, who supervised Mary E. Seagrave, field technician, Dave McGlothlin, field technician, and Landon Abernethy, field technician. John P. McCarthy oversaw the fieldwork and the report preparations, with assistance from Dina M. Bazzill.

July 2009 **Phase II Archaeological Site Delineation** Lewis Creek, IN
Dina M. Bazzill, Principal Investigator
Goals: The scope of work for this project included delineating a circa 1840 pioneer homestead located in Lewis Creek, Indiana in order to determine National Register of Historic Places eligibility. Dina M. Bazzill served as Principal Investigator and supervised Mary E. Seagrave, Project Archaeologist. Artifacts recovered from the field work were analyzed and photographed by Dina M. Bazzill. A Section 106 Review was prepared by Dina M. Bazzill and submitted to the Indiana State Historic Preservation Office for their review and comment.

April/May 2008 **City of Norcross – Proposed Greenspace Park** Norcross, GA
Dina M. Bazzill, Field Director and Principal Investigator
Goals: The scope of work for this project includes a Phase I survey of a seven acre tract of land in the City of Norcross, Georgia. ECA evaluated archaeological and historic resources present within the survey area and advise the City of Norcross on how best to preserve these resources and utilize them for educational purposes. In addition, a comprehensive user friendly report was produced.

November 2007 **Deep Testing for Archaeological Deposits** Nashville, TN
Artis West, Principal Investigator
Goals: The scope of work for this project included placing 10-foot deep two trenches with the proposed APE for direct effects for a proposed cell tower located adjacent to the Harpeth River in Nashville, Tennessee. Backfill soil was selectively sampled and negative findings were recorded. A report summarizing the findings was prepared and accepted by the Tennessee Historical Commission, Division of Archaeology.

Joshua Wackett, MA, RPA

Senior Archaeologist
1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
(770) 667-2040 ext. 103
josh.wackett@eca-usa.com

EDUCATION

Georgia State University — **Atlanta, GA**
M.A., Archaeology, December 2016

University of North Carolina - Greensboro — **Greensboro, NC**
B.A., Archaeology and Anthropology, 2012

PROFESSIONAL CERTIFICATIONS

Secretary of the Interior's 36CFR61 Professional Qualification Standards archaeology and history 2016
Register of Professional Archaeologists since 2017

REPRESENTATIVE PROFESSIONAL EXPERIENCE

December 2019 – Present — **Environmental Corporation of America** — **Alpharetta, GA**
Position: SOI qualified Senior Archaeologist
Responsibilities:
- Conducting archaeological and historical background research and site assessments for Section 106 compliance.
- Authoring Section 106/archaeological assessment/phase one environmental assessment reports for submission to clients, SHPO offices, tribes, consulting parties, and other state agencies
- Producing NEPA reports
- Conducted archaeological research and excavation in the following states: Alabama, Arizona, Arkansas, California, Florida, Georgia, Idaho, Illinois, Kansas, Louisiana, Michigan, Mississippi, Missouri, Montana, New Mexico, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia, Wyoming

May 2018 – December 2019 — **U.S. Army Corps of Engineers, MCX-CMAC** — **St. Louis, MO**
Position: ORISE Intern/Archaeologist
Responsibilities:
- Oversaw the curation of US Army Corps of Engineers collections nationwide
- Researched issues of site/collection ownership
- Directed field crew and authored report for an Air National Guard project
- Conducted research and authored report on NAGPRA materials
- Conducted archaeological research and excavation in the following states: Missouri, Illinois, Oklahoma

August 2017 – May 2018 — **Veterans Curation Program** — **Augusta, GA**
Position: Assistant Lab Manager
Responsibilities:
- Supervised US military lab technicians
- Oversaw the rehabilitation of US Army Corp of Engineer collections to 36 CFR Part 79 standards
- Authored report on rehabilitation of archaeological and archival collections

May 2017 – June 2017 — **New South Associates, Inc.** — **Stone Mountain, GA**
Position: Field Archaeologist
Responsibilities:
- Conducted archaeological excavations for Section 106 compliance
- Conducted archaeological research in Georgia

January 2015 – December 2016 — **Georgia State University** — **Atlanta, GA**
Position: Graduate Assistant
- Teaching assistant for: Introduction to Anthropology, Introduction to Cultural Anthropology, Introduction to Bioanthropology

May 2015 – August 2015 **Tumilaca la Chimba Archaeology Project** **Moquegua, Peru**

Position: Graduate Field Archaeologist

- Supervised local field technicians and undergraduate students
- Conducted archaeological research and excavation
- Collected data pertinent to Master's thesis publication
- Sorted, labelled, and cataloged prehistoric artifacts

January 2013 – December 2014 **Gila River Indian Community CRM Program** **Sacaton, AZ**

Position: Lab Technician/Field Archaeologist

- Prepared archaeological artifacts for curation
- Conducted archaeological excavation on tribal land in Arizona

June 2011 – July 2011 **Contisuyo Archaeological Project** **Moquegua, Peru**

Position: Undergraduate Field Archaeologist

- Field student at Cerro Mejia archaeological site

Colette Gabler, MA, RPA

Client Manager
1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
(770) 667-2040
colette.gabler@eca-usa.com

EDUCATION

Georgia State University — **Atlanta, GA**
Master of Arts in Anthropology, primary focus in Archaeology, 2017

Ursinus College — **Collegeville, PA**
Bachelor of Arts., Anthropology and Sociology, 2013

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:

- Registered Professional Archaeologist (2021)
- Secretary of the Interior's Professional Qualification Standards (2021)

PROFESSIONAL EXPERIENCE

July 2017 – Present **Environmental Corporation of America** **Alpharetta, GA**
Position: Assistant Team Lead, Client Manager, Project Manager, and SOI-qualified Archaeologist
Responsibilities:

- Assist with managing a team of Project Managers
- Manage several clients with projects located in several regions across the U.S.
- Archaeological and historical research
- Processing artifacts and producing archaeological site forms
- Conducting archaeological and historical site assessments for Section 106 compliance
- Producing NEPA reports
- Authoring USFWS species impact reports
- Authoring Section 106 Reviews and archaeological assessments submission to clients, SHPO offices, tribes, consulting parties, and other state agencies
- Client managed and project managed sites located in the following states: Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Louisiana, Massachusetts, Nebraska, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Texas, and Virginia
- Conducted archaeological research and excavation in the following states: Alabama, California, Florida, Georgia, Illinois, Iowa, Kansas, North Carolina, Pennsylvania, South Carolina, Texas

January 2018 **NC Department of Transportation Archaeology Project** **Morehead City, NC**
Position: Field Archaeologist
Responsibilities:

- Conducted archaeological research and excavation
- Shovel Tests and screening
- Phase II delineations
- Documentation of shovel tests and artifacts

August 2016 – May 2017 **Georgia State University** **Atlanta, GA**
Position: Graduate Assistant
Responsibilities:

- Assisted professors in grading papers, proctoring exams, and teaching classes
- Held office hours to assist undergraduate students in their studies
- Put together study guides and held review sessions for students prior to exams

March 2014 – August 2015 **Newark Museum** **Newark, NJ**
Position: Museum Educator
Responsibilities:

- Instructed school groups in the Museum's science and classical galleries

- Initiated and supported in organizing curriculum for the Science Department
- Responsible for aiding in any additions to science exhibits
- Maintained organization in the office

January 2014 – August 2014 **Museum of Jewish Heritage** **New York City, NY**

Position: Intern
Responsibilities:

- Collaborated with Museum Educators in administrative tasks
- Aided in transcribing Holocaust interviews for the Director of Education

June 2013 – September 2013 **Newark Museum** **Newark, NJ**

Position: Intern
Responsibilities:

- Instructed school groups in natural earth sciences and health and fitness programs
- Contributed to developing curriculum for school programs and family events
- Launched summer events at the museum

2009-2012 **Pharmacology and Toxicology Department at Rutgers University** **Piscataway, NJ**

Position: Lab Technician Assistant and Intern
Responsibilities:

- Competent in cellular biology techniques (Immunohistochemistry [IHC], enzyme-linked immunosorbent assay [ELISA]) and molecular biology techniques (real-time polymerase chain reaction [PCR] and cell culture techniques)
- Proficient in Microsoft Excel for statistics and normalization
- Contributed to the *Structural changes in the skin of hairless mice following exposure to sulfur mustard correlate with inflammation and DNA damage* by collecting data by performing immunohistochemistry
- Assisted on the project that performed the study of the effects of Ozone on the liver by running Western blots and immunohistochemistry
- Analyzed how UV-B affects human cells and skin

GRANTS

2016 National Science Foundation (Elemental Analysis Facility – Field Museum, Chicago) $3,000

CONFERENCE PRESENTATIONS

2017 Gabler, C. V. "Craft Production and Exchange in the Pre-Hispanic Andes: LA-ICP-MS and pXRF Analyses of Tiwanaku Ceramics." Presentation at the Southern Anthropological Society Annual Meeting (March 23-25)

Attachment B

Site Information

1: Photographs

The following photographs were taken using a digital camera from a height of 5'10".

a: Directional photographs taken of the Proposed Tower Site and of the associated access road.

b: Photographs of all listed or eligible properties within the Areas of Potential Effects, if any.

c: Photographs from listed or eligible properties within the Area of Potential Effects looking toward the proposed lease site, if any.

d: 2023 Google Earth aerial photograph showing APE for visual effects.



A: Northerly View from Near the Proposed Tower Location



B: Easterly View from Near the Proposed Tower Location



C: Southerly View from Near the Proposed Tower Location



D: Westerly View from Near the Proposed Tower Location

Attachment B-1a: Photographs

ECA ID: 23-002566

ECA



E: Northwesterly Overview of the Proposed Lease Area



F: Southeasterly Overview of the Proposed Lease Area



G: Northerly View of the Proposed Utility Easement



H: Southerly View of the Proposed Utility Easement

Attachment B-1a: Photographs

ECA ID: 23-002566

ECA



I: Northerly View of the Proposed Utility Easement



J: Southerly View of the Proposed Utility Easement



K: Northeasterly View of the Proposed Access/Utility Easement



L: Southwesterly View of the Proposed Access/Utility Easement

Attachment B-1a: Photographs

ECA ID: 23-002566

ECA



M: Overview of Shovel Test Pit Three (STP3)



N: Profile of Shovel Test Pit Three (STP3)



Source: Google Earth 2023

Attachment B-1d: Aerial Photograph

ECA ID: 23-002566

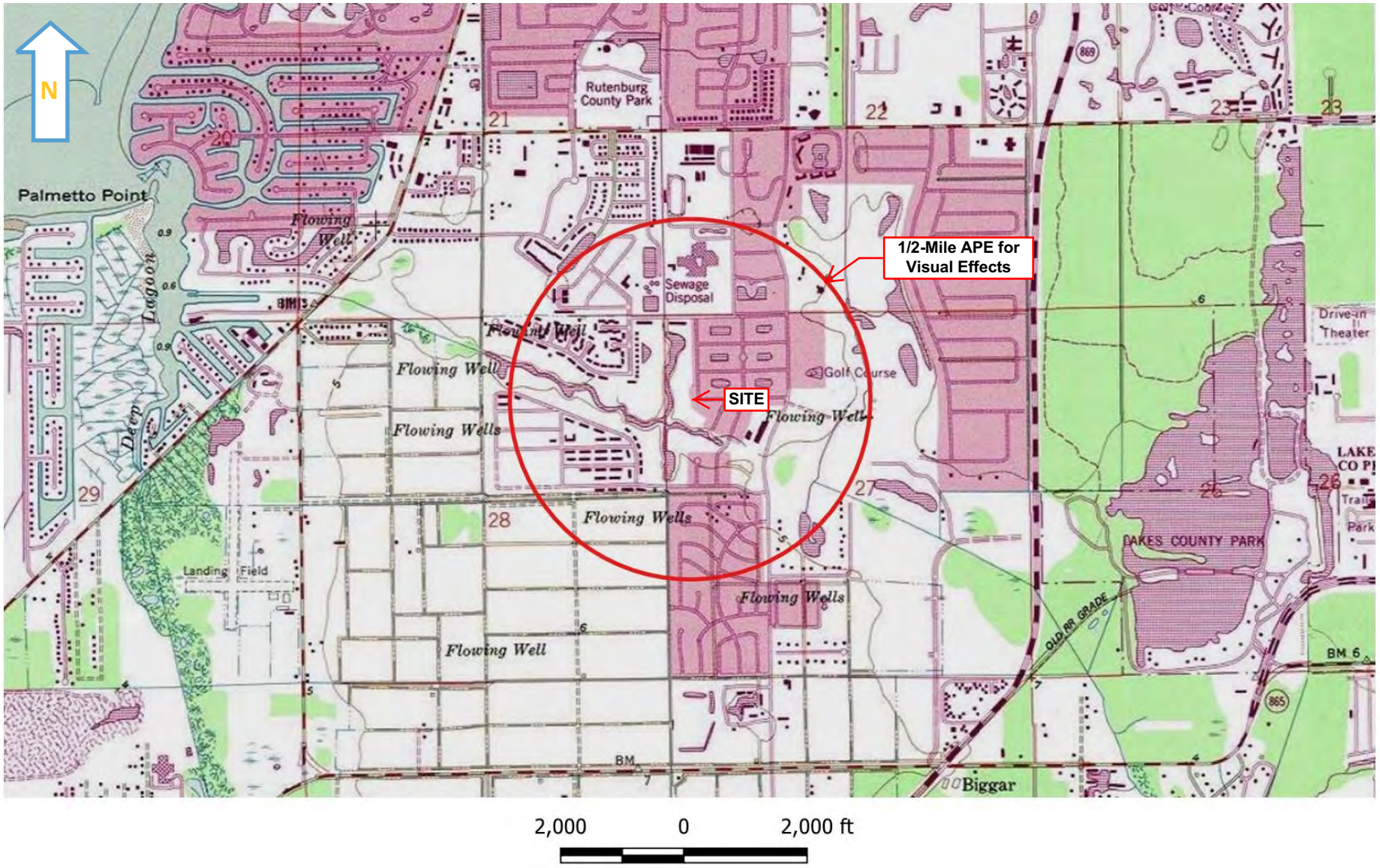
ECA

2: Maps

a: 7.5-Minute topographic map showing the Area of Visual Effects, the location of ECA photographs, and the location of any identified historic properties, if any.

b: 7.5-Minute topographic map showing the Area of Direct Effects including any new access roads or other easements.

c: Site Vicinity Plan showing the location of the proposed tower site, any new access roads, easements, additional structures, utility lines, fences, and excavations.



Source: USGS Topographic Map 7.5 Series, *Fort Myers SW, FL* (1958, photorevised 1987) and *Fort Myers SE, FL* (1958, photorevised 1987).

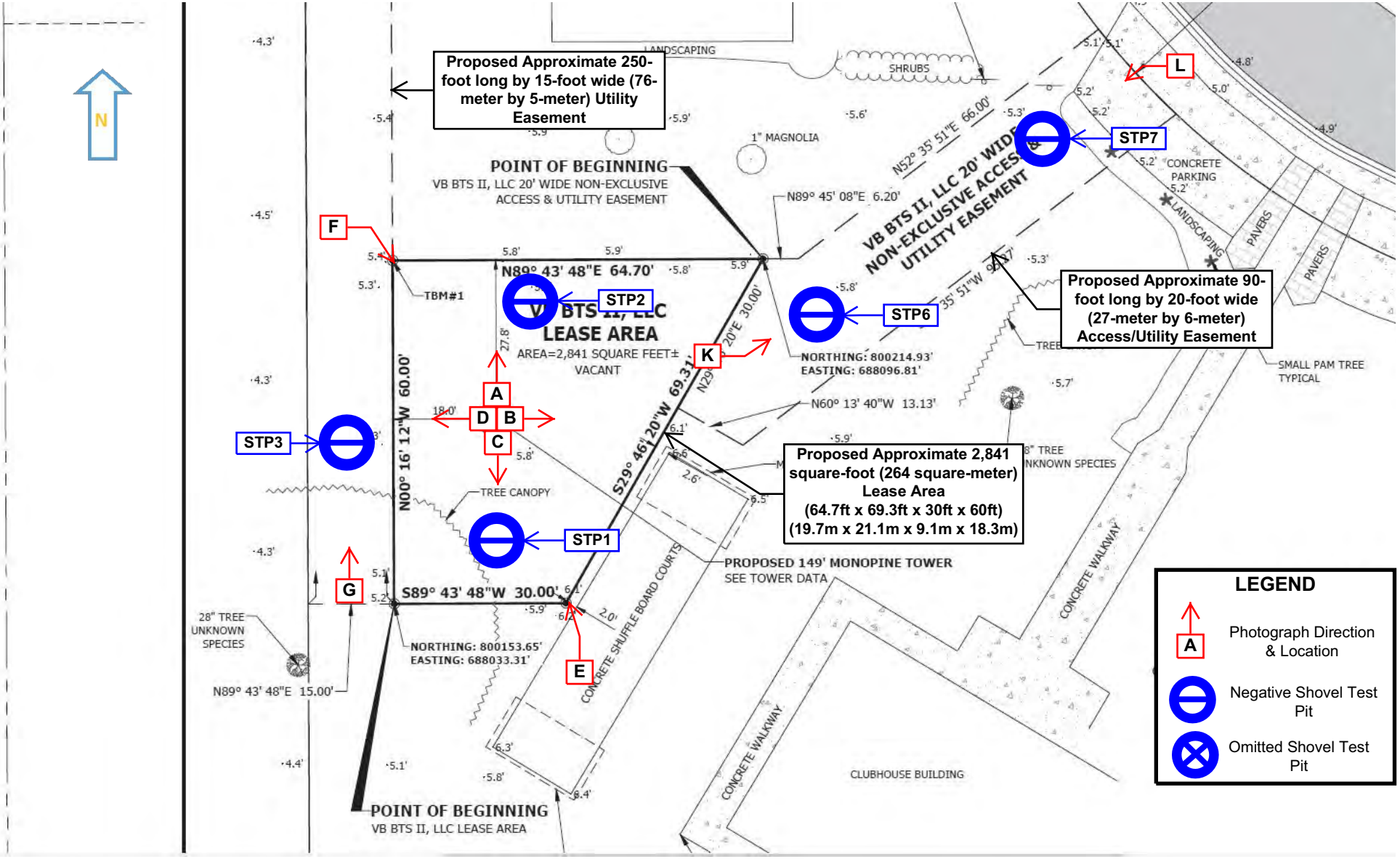
APE for Visual Effects = 1/2-Mile

Attachment B-2a: APE for Visual Effects	**ECA ID: 23-002566**	ECA



Source: USGS Topographic Map 7.5 Series, *Fort Myers SW, FL* (1958, photorevised 1987).

Attachment B-2b: APE for Direct Effects	**ECA ID: 23-002566**	ECA

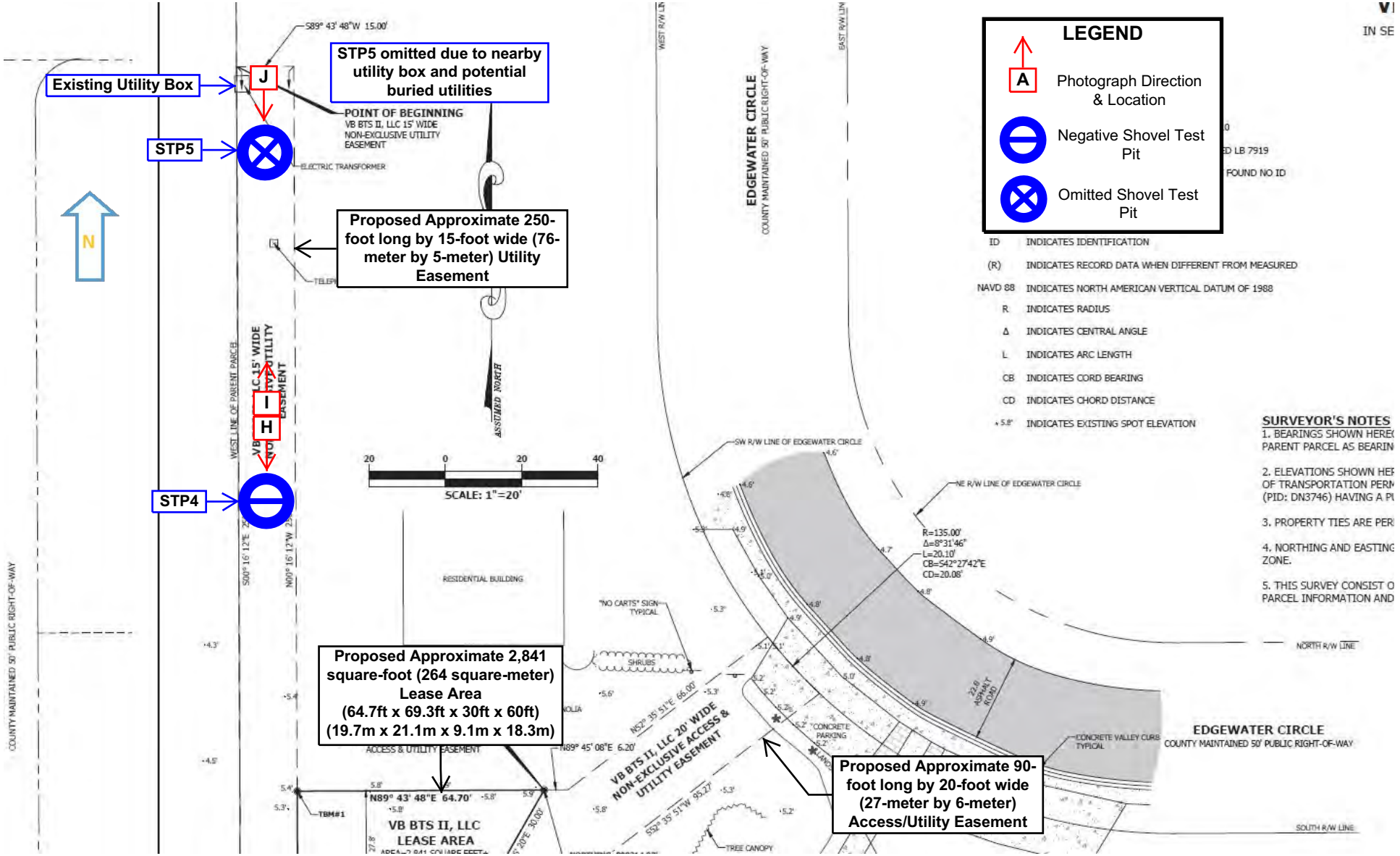


Source: Applicant

Attachment B-2ci: Site Vicinity Plan

ECA ID: 23-002566

ECA



Source: Applicant

Attachment B-2cii: Site Vicinity Plan

ECA ID: 23-002566

Attachment C

Determination of Effect

1: Areas of Potential Effects

a: Direct Effects

The APE for direct effects is limited to the site of the proposed tower and surrounding easements, as described in the Nationwide Programmatic Agreement.[1] For this particular undertaking the area of disturbance would include the proposed 2,841 square-foot (264 square-meter) lease area, the proposed approximate 90-foot long by 20-foot wide (27-meter by 6-meter) access/utility easement, proposed approximate 250-foot long by 15-foot wide (76-meter by 5-meter) utility easement, and all of the immediately adjacent areas. The general APE for direct effects is shown in Attachment B-2b, Attachment B-2ci, and Attachment B-2cii.

b: Visual Effects

The APE for visual effects is the geographic area or areas within which the facility may directly or indirectly cause alterations in the character or use of Historic Properties.[2] Unless otherwise noted, the area of potential effect for visual effect is as described in the Nationwide Programmatic Agreement:

- If the proposed tower is 200 feet or less in overall height, the APE is ½ mile in radius from the proposed tower.
- If the proposed tower is more than 200 feet in height and no more than 400 feet in height, the APE is ¾-mile in radius from the proposed tower.
- If the proposed tower is more than 400 feet in height, the APE is 1 ½ miles in radius from the proposed tower.[3]

The APE for visual effects is shown in Attachment B-2a: Area of Visual Effect.

2: Mitigation of Effect

a: Copies of correspondence and summaries of oral communications with SHPO/THPO and any consulting parties including descriptions of alternatives that have been considered in order to avoid, minimize, or mitigate any adverse effects

Not Applicable.

---

[1] Section VI.C.2 of the Nationwide Programmatic Agreement (WT Docket No. 03-128; FCC-222).
[2] Section II.3 of the Nationwide Programmatic Agreement (WT Docket No. 03-128; FCC-222).
[3] Section VI.C.4.a-c of the Nationwide Programmatic Agreement (WT Docket No. 03-128; FCC-222).

Attachment D

Tribal and NHO Involvement

ECA made notification through the FCC Tower Construction Notification System (TCNS) in order to identify Indian Tribes and NHOs that may attach religious and cultural significance to Historic Properties that may be affected by the tower project within the APE for direct or visual effects. All Tribes that have expressed an interest in the proposed undertaking and requested a copy of this submission packet will be provided a copy, with the exception of those Tribes that have elected to receive no documentation. All interested Tribes will be provided an opportunity to comment in accordance with the FCC's rules. Copies of all relevant documents received to date, including correspondence, are provided in the following pages.

Environmental Corporation of America (ECA)

TRIBAL INVOLVEMENT SUMMARY

Site Name:	**Myerlee**	**Site Number:**	**US-FL-7108**	**NOO Date:**	**8/25/2023**
TCNS #:	**270699**	**ECA Project#:**	**23-002566**	**ECA PM:**	**CVG**

NOO #	Tribal Entity Name	Date of Document Submittal	Method of Delivery	Email Address	Date of FCC Escalation	Tribal Response Date	Tribal Response
1	Miccosukee Tribe of Indians of Florida		Regular Mail	thpo@miccosukeetribe.com			
2	Seminole Tribe of Florida		Electronic	THPOCompliance@semtribe.com			
3	Seminole Nation of Oklahoma		Electronic	tcns-sno@sno-nsn.gov			
4	Muscogee (Creek) Nation		Mail	mcntcns@mcn-nsn.gov; section106@mcn-nsn.gov			
5	Eastern Shawnee Tribe of Oklahoma		Mail	celltower@estoo.net			
6	Thlopthlocco Tribal Town		Electronic	thpo@tttown.org			

From: towernotifyinfo@fcc.gov
To: tribal.notify
Subject: Proposed Tower Structure Info - Email ID #8645327
Date: Wednesday, August 16, 2023 3:58:31 PM

Dear Dina M Bazzill,

Thank you for submitting a notification regarding your proposed construction via the Tower Construction Notification System. Note that the system has assigned a unique Notification ID number for this proposed construction. You will need to reference this Notification ID number when you update your project's Status with us.

Below are the details you provided for the construction you have proposed:

Notification Received: 08/16/2023

Notification ID: 270699
Tower Owner Individual or Entity Name: VB BTS II, LLC
Consultant Name: Dina M Bazzill
Street Address: 1375 Union Hill Industrial Court
Suite A
City: Alpharetta
State: GEORGIA
Zip Code: 30004
Phone: 770-667-2040
Email: tribal.notify@eca-usa.com

Structure Type: MTOWER - Monopole
Latitude: 26 deg 32 min 06.3 sec N
Longitude: 81 deg 54 min 08.9 sec W
Location Description: 1428 Edgewater Circle
City: Fort Myers
State: FLORIDA
County: LEE

Detailed Description of Project: 23-002566
Ground Elevation: 1.8 meters
Support Structure: 45.4 meters above ground level
Overall Structure: 46.9 meters above ground level
Overall Height AMSL: 48.7 meters above mean sea level

This e-mail may contain trade secrets or privileged, undisclosed, or otherwise confidential information. If you have received this e-mail in error, you are hereby notified that any review, copying, or distribution of it is strictly prohibited. Please inform us immediately and destroy the original transmittal. Thank you for your cooperation.

From: towernotifyinfo@fcc.gov
To: tribal.notify
Cc: tcnsweekly@fcc.gov
Subject: NOTICE OF ORGANIZATION(S) WHICH WERE SENT PROPOSED TOWER CONSTRUCTION NOTIFICATION INFORMATION - Email ID #8647185
Date: Friday, August 25, 2023 12:00:27 PM

Dear Applicant:

Thank you for using the Federal Communications Commission's (FCC) Tower Construction Notification System (TCNS). The purpose of this electronic mail message is to inform you that the following authorized persons were sent the notification that you provided through TCNS, which relates to your proposed antenna structure. The information was forwarded by the FCC to authorized TCNS users by electronic mail and/or regular mail (letter). We note that the review period for all parties begins upon receipt of the Submission Packet pursuant to Section VII.A of the NPA and notifications that do not provide this serve as information only.

Persons who have received the notification that you provided include leaders or their designees of federally-recognized American Indian Tribes, including Alaska Native Villages (collectively "Tribal Nations"), Native Hawaiian Organizations (NHOs), and State Historic Preservation Officers (SHPOs). For your convenience in identifying the referenced Tribal Nations and NHOs and in making further contacts, the City and State of the Seat of Government for each Tribal Nation and NHO, as well as the designated contact person, is included in the listing below. We note that Tribal Nations may have Section 106 cultural interests in ancestral homelands or other locations that are far removed from their current Seat of Government. Pursuant to the Commission's rules as set forth in the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission (NPA), all Tribal Nations and NHOs listed below must be afforded a reasonable opportunity to respond to this notification, consistent with the procedures set forth below, unless the proposed construction falls within an exclusion designated by the Tribal Nation or NHO. (NPA, Section IV.F.4).

The notification that you provided was forwarded to the following Tribal Nations and NHOs. A Tribal Nation or NHO may not respond until a full Submission Packet is provided. If, upon receipt, the Tribal Nation or NHO does not respond within a reasonable time, you should make a reasonable effort at follow-up contact, unless the Tribal Nation or NHO has agreed to different procedures (NPA, Section IV.F.5). In the event a Tribal Nation or NHO does not respond to a follow-up inquiry, or if a substantive or procedural disagreement arises between you and a Tribal Nation or NHO, you must seek guidance from the Commission (NPA, Section IV.G). These procedures are further set forth in the FCC's Second Report and Order released on March 30, 2018 (FCC 18-30).

1. Real Estate Director Kevin Donaldson - Miccosukee Tribe of Indians of Florida - Tamiami Station (PO Box: 440021) Miami, FL - hopel@miccosukeetribe.com - 305-223-8380 (ext: 2246) - regular mail

If the applicant/tower builder receives no response from the Miccosukee Tribe of Indians of

Florida within 30 days after notification through TCNS, the Miccosukee Tribe of Indians of Florida has no interest in participating in pre-construction review for the proposed site. The Applicant/tower builder,
however, must immediately notify the Miccosukee Tribe of Indians of Florida in the event archaeological properties or human remains are discovered during construction, consistent with Section IX of the Nationwide Programmatic Agreement and applicable law.

2. Compliance Review Supervisor THPO Compliance - Seminole Tribe of Florida - 30290 Josie Billie Hwy PMB 1004 Clewiston, FL - THPOcompliance@semtribe.com - 863-983-6549 (ext: 12245) - electronic mail

3. Tribal Historic Preservation Officer Ben Yahola - Seminole Nation of Oklahoma - (PO Box: 1498) Wewoka, OK - tcns-sno@sno-nsn.gov - 405-234-5218 - electronic mail
Exclusions: Please send all inquiries to email address: tcns-sno@sno-nsn.gov

If the applicant/tower builder receives no response from the Seminole Nation of Oklahoma within 30 days after notification through TCNS, the Seminole Nation of Oklahoma has no interest in participating in pre-construction review for the proposed site. The Applicant/tower builder,
however, must immediately notify the Seminole Nation of Oklahoma in the event archaeological properties or human remains are discovered during construction, consistent with Section IX of the Nationwide Programmatic Agreement and applicable law.

4. TCNS Manager Corain Lowe-Zepeda Ms - Muscogee (Creek) Nation - Highway 75 & Loop 56 (PO Box: 580) Okmulgee, OK - clowe@muscogeenation.com - 918-732-7835 - regular mail

5. Cell Tower Coordinator Kelly Nelson - Eastern Shawnee Tribe of Oklahoma - 70500 East 128 Road Wyandotte, OK - celltower@estoo.net - 918-238-5151 (ext: 1861) - regular mail
Exclusions: DO NOT EMAIL DOCUMENTATION; it will be deleted without being opened. Submit one printed color copy by US postal mail or other parcel carrier of all documentation to:

Eastern Shawnee Tribe
Attn: CellTower Program
70500 E. 128 Rd.
Wyandotte, OK 74370

Provide a 1-page cover letter with the following information:
a. TCNS Number
b. Company Name
c. Project Name, City, County, State
d. Project type
e. Project coordinates
f. Contact information

The Eastern Shawnee Procedures document is available and highly recommended for guidance; send an email to celltower@estoo.net requesting our most current copy.

6. Mekko Ryan Morrow - Thlopthlocco Tribal Town - P.O. Box 188 Okemah, OK - thpo@tttown.org - 000-000-0000 - electronic mail
Exclusions: Thlopthlocco Tribal Town requests that all initial review materials required by applicable law be submitted by email directly to thpo@tttown.org. In addition, in the event archeological or cultural materials or human remains are discovered at any time during this undertaking, please notify Thlopthlocco Tribal Town immediately.

The notification that you provided was also forwarded to the following SHPOs in the State in which you propose to construct and neighboring States. The information was provided to these SHPOs as a courtesy for their information and planning. You need make no effort at this time to follow up with any SHPO that does not respond to this notification. Prior to construction, you must provide the SHPO of the State in which you propose to construct (or the Tribal Historic Preservation Officer, if the project will be located on certain Tribal lands), with a Submission Packet pursuant to Section VII.A of the NPA unless the project is excluded from SHPO review under Section III D or E of the NPA.

7. Deputy SHPO Compliance Review Laura A Kammerer - Div of Historical Resources, Dept of State - 500 S. Bronough St. Tallahassee, FL - lkammerer@dos.state.fl.us - 850-245-6333 - electronic mail

8. Historic Preservationist General Staff - Florida Division of Historical Resources - 500 S. Bronough Street Tallahasse, FL - CompliancePermits@DOS.MyFlorida.com - 850-245-6366 - electronic mail

TCNS automatically forwards all notifications to all Tribal Nations and SHPOs that have an

expressed interest in the geographic area of a proposal. However, if a proposal for PTC wayside poles falls within a designated exclusion, you need not expect any response and need not pursue any additional process with that Tribal Nation or SHPO. In addition, a particular Tribal Nation or SHPO may also set forth policies or procedures within its details box that exclude from review certain facilities (for example, a statement that it does not review collocations with no ground disturbance; or that indicates that no response within 30 days indicates no interest in participating in pre-construction review).

Please be advised that the FCC cannot guarantee that the contact(s) listed above have opened and reviewed an electronic or regular mail notification. If you learn that any of the above contact information is no longer valid, please contact the FCC by emailing tcnshelp@fcc.gov. The following information relating to the proposed tower was forwarded to the person(s) listed above:

Notification Received: 08/16/2023
Notification ID: 270699
Excluded from SHPO Review: No
Tower Owner Individual or Entity Name: VB BTS II, LLC
Consultant Name: Dina M Bazzill
Street Address: 1375 Union Hill Industrial Court
Suite A
City: Alpharetta
State: GEORGIA
Zip Code: 30004
Phone: 770-667-2040
Email: tribal.notify@eca-usa.com

Structure Type: MTOWER - Monopole
Latitude: 26 deg 32 min 6.3 sec N
Longitude: 81 deg 54 min 8.9 sec W
Location Description: 1428 Edgewater Circle
City: Fort Myers
State: FLORIDA
County: LEE
Detailed Description of Project: 23-002566
Ground Elevation: 1.8 meters
Support Structure: 45.4 meters above ground level
Overall Structure: 46.9 meters above ground level
Overall Height AMSL: 48.7 meters above mean sea level

If you have any questions or comments regarding this notice, please contact the FCC using the electronic Help Request form located on the FCC's website at:

https://www.fcc.gov/wireless/available-support-services

You may also call the FCC Support Center at (877) 480-3201 (TTY 717-338-2824). Hours are from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday (except Federal holidays). To provide quality service and ensure security, all telephone calls are recorded.

Thank you,

Federal Communications Commission

This e-mail may contain trade secrets or privileged, undisclosed, or otherwise confidential information. If you have received this e-mail in error, you are hereby notified that any review, copying, or distribution of it is strictly prohibited. Please inform us immediately and destroy the original transmittal. Thank you for your cooperation.

Attachment E

Historic Properties

Method of Identification:

The following sources and records were reviewed to identify Historic Properties within the Area of Potential Effect (APE) for visual and direct effects:

i. Properties listed in the National Register;
ii. Properties formally determined eligible for listing by the Keeper of the National Register;
iii. Properties that the SHPO/THPO certifies are in the process of being nominated to the Nation Register;
iv. Properties previously determined eligible as part of a consensus determination of eligibility between the SHPO/THPO and a Federal Agency or local government representing the Department of Housing and Urban Development (HUD); and
v. Properties listed in the SHPO/THPO Inventory that the SHPO/THPO has previously evaluated and found to meet the National Register Criteria, and that are identified accordingly in the SHPO/THPO Inventory.[4]

[4] Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement (WT Docket No. 03-128; FCC-222)

1: Historic Properties Identified in the APE for Direct Effects

a: Historic Properties identified within the APE for direct effects

If any Historic Properties were identified, see *Historic Properties* pages within the FCC Form 620.

b: Historic Properties within the APE, not listed in "a", that ECA Considers to be Eligible for Listing in the National Register as a result of ECA's research.

ECA has identified no Historic Properties within the area for direct effects.

c: Description of techniques and methodology used to identify Historic Properties within the APE for direct effects.

See *Archaeological Assessment*, Attachment E-1c.

2: Historic Properties Identified in the APE for Visual Effects

a: Historic Properties Identified in the APE for visual effects that are listed in the National Register, have been formally determined eligible by the Keeper of the National Register, or have been evaluated and found to meet NR criteria for listing by the SHPO/THPO and are identified as such in the SHPO/THPO inventory.

If any historic resources were identified, see *Historic Properties* pages within the FCC Form 620, **or** if more than ten identified historic resources see *Cultural Resource Report*, Attachment E-2a.

b: Historic Properties, not listed in part "a," that are in the APE for visual effects that were identified through the comments of Indian Tribes, NHOs, local government, or members of the public.

See *Historic Properties* pages within the FCC Form 620.

c: Properties listed in part "a," which ECA considers no longer eligible for inclusion in the National Register

Not applicable.

Attachment E-1c

Archaeological Assessment

(Attached Separately)

Attachment F

Local Government Involvement

Contact Information

a: List of all government agencies contacted and a summary of contact including copies of relevant documents.

Please see the *Local Government* pages of the FCC Form 620 for a list of agencies contacted. Documentation of our correspondence follows this page.

b: Local government agencies that will be contacted but have not as of this date.

Not Applicable.

From: Colette Gabler
To: arodriguez4@leegov.com
Subject: Lee County Historic Preservation Board_Consulting Party Letter_ECA_23-002566
Date: Thursday, September 21, 2023 8:39:00 AM
Attachments: Lee County Historic Preservation Board_Consulting Party Letter_ECA_23-002566.pdf
image001.png

Good Morning,

Please see the attached letter for the project detailed below:

Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project #: 23-002566

Thank you and have a wonderful day!

Colette Vale Gabler, MA, RPA
Client Manager
Environmental Corporation of America (ECA)
908-642-4601 (mobile)
colette.gabler@eca-usa.com
www.eca-usa.com

ENVIRONMENTAL CORPORATION OF AMERICA
ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

September 21, 2023

Lee County Historic Preservation Board
P.O. Box 398
Fort Myers, FL 33902-0398

Attention: **Mr. Anthony Rodriguez, AICP – Principal Planner**

Subject: **Proposed 149-Foot Tall Monopole Telecommunications Structure**
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project #: 23-002566

Dear Mr. Rodriguez:

VB BTS II, LLC is proposing to construct a 154-foot tall (overall height) monopole telecommunications structure located near 1428 Edgewater Circle, Fort Myers, Lee County, Florida (N26° 32' 06.3"; W81° 54' 08.9"). **A map is included for your reference.** In accordance with the Federal Communications Commission (FCC) regulation at 47 C.F.R. 1.1307(a)(4), we are providing notice to you and seeking any comments that you may have regarding the effect of the proposed action described above on **Historic Properties** in your community. Please note that a **historic property** is defined in Section II.A.9. of the FCC's 2004 Nationwide Programmatic Agreement as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the **National Register of Historic Places (NRHP)**. Based on your level of interest in the project, you may wish to become a consulting party. ***This notice is not intended to supplant any local zoning or permitting requirements but is necessary before we can request review of the action by the State Historic Preservation Office (SHPO).***

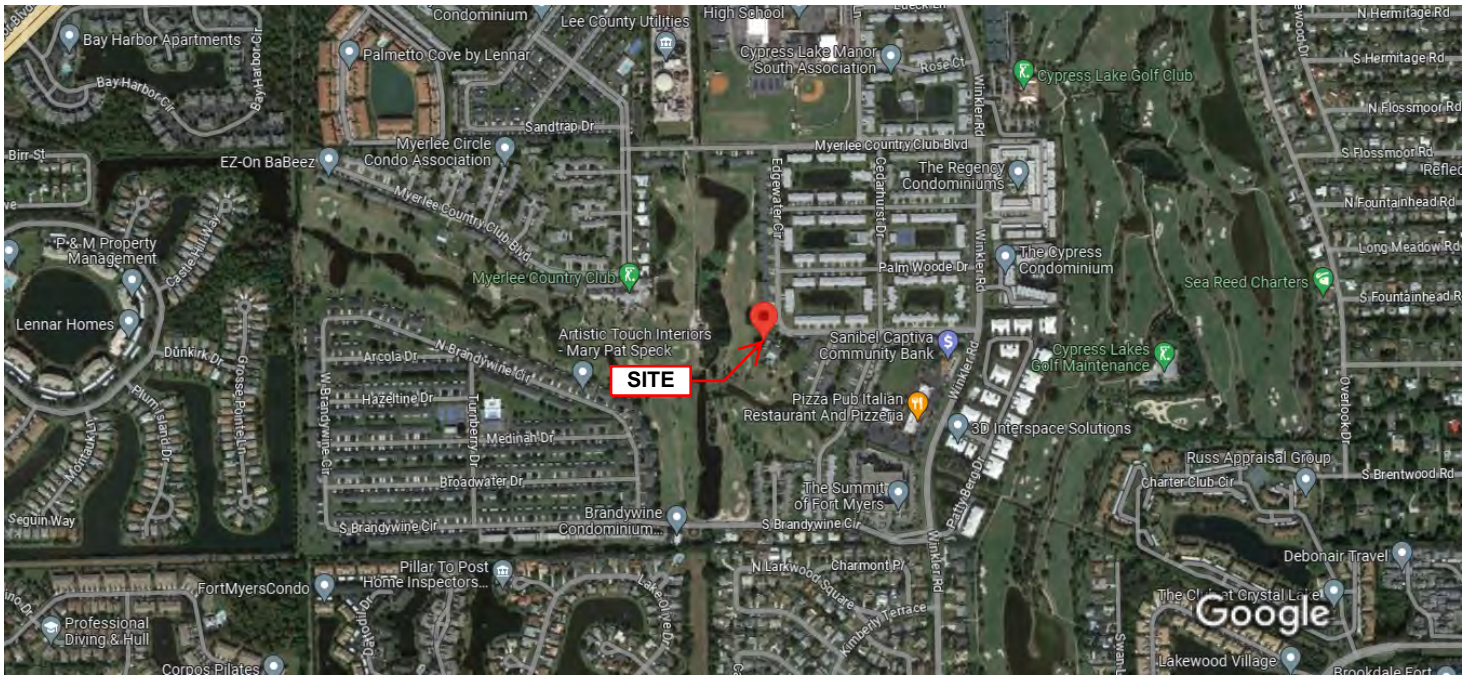
We welcome any comments that you may have regarding any **Historic Properties listed on or eligible for listing on the NRHP** that may be affected by the undertaking. Please direct your comments to Annamarie Howell, Environmental Corporation of America, 1375 Union Hill Industrial Court, Suite A, Alpharetta, Georgia 30004, 770-667-2040 x 108 or via email to publicnotice@eca-usa.com. As we would like to submit the project to the SHPO for review as soon as possible, we request that you provide any documents that you may have within 30 days. Thank you for your cooperation.

Sincerely,
Environmental Corporation of America

Colette V. Gabler, MA, RPA
Senior Project Manager

Autumn DuBois, MA, RPA
Principal Investigator

Google Maps 26°32'06.3"N 81°54'08.9"W



Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 500 ft



26°32'06.3"N 81°54'08.9"W

26.535083, -81.902472

Directions Save Nearby Send to phone Share

6988 Edgewater Cir, Fort Myers, FL 33919

G3PX+22J Cypress Lake, Florida

Attachment G

Consulting Parties

Public Involvement by Legal Notices, Letters, or Public Meetings

Copies of all relevant documents, including correspondence and legal notices, are provided in the following pages.

Serial Number
23-02507L

Business Observer

Published Weekly
Fort Myers, Lee County, Florida

COUNTY OF LEE

STATE OF FLORIDA

Before the undersigned authority personally appeared Ernesto Rendon who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Fort Myers, Lee County, Florida; that the attached copy of advertisement,

being a Notice of Construction

in the matter of Notice of construction of 154-foot communications structure

in the Court, was published in said newspaper by print in the

issues of 8/25/2023

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

VB BTS II, LLC is proposing to construct a 154-foot tall (overall height) monopole telecommunications structure located near 1428 Edgewater Circle, Fort Myers, Lee County, Florida (N26° 32' 06.3"; W81° 54' 08.9"). The tower is not anticipated to be lit. VB BTS II, LLC invites comments from any interested party on the impact the proposed undertaking may have on any districts, sites, buildings, structures, or objects significant in American history, archaeology, engineering, or culture that are listed or determined eligible for listing in the National Register of Historic Places. Comments may be sent to Environmental Corporation of America, ATTN: Annamarie Howell, 1375 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004 or via email to publicnotice@eca-usa.com. Ms. Howell can be reached at (770) 667-2040 x 405 during normal business hours. Comments must be received within 30 days of the date of this notice. 23-002566/CVG
August 25, 2023 23-02507L

Ernesto Rendon

Sworn to and subscribed, and personally appeared by physical presence before me,

25th day of August, 2023 A.D.

by Ernesto Rendon who is personally known to me.

Notary Public, State of Florida
(SEAL)

Donna Congon
Comm.#HH015747
Expires: June 29, 2024
Bonded Thru Aaron Notary

From: Colette Gabler
To: Nicole DeVaughn
Subject: Fort Myers Historic Commission_Consulting Party Letter_ECA_23-002566
Date: Thursday, September 21, 2023 8:39:00 AM
Attachments: Fort Myers Historic Commission_Consulting Party Letter_ECA_23-002566.pdf
image001.png

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(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project #: 23-002566

Thank you and have a wonderful day!

Colette Vale Gabler, MA, RPA
Client Manager
Environmental Corporation of America (ECA)
908-642-4601 (mobile)
colette.gabler@eca-usa.com
www.eca-usa.com

ENVIRONMENTAL CORPORATION OF AMERICA
ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

September 21, 2023

Fort Myers Historic Commission
1825 Hendry Street, Suite 101
Fort Myers, FL 33901-7976

Attention: **Ms. Nicole DeVaughn – Planning Manager**

Subject: **Proposed 149-Foot Tall Monopole Telecommunications Structure**
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project #: 23-002566

Dear Ms. DeVaughn:

VB BTS II, LLC is proposing to construct a 154-foot tall (overall height) monopole telecommunications structure located near 1428 Edgewater Circle, Fort Myers, Lee County, Florida (N26° 32' 06.3"; W81° 54' 08.9"). **A map is included for your reference.** In accordance with the Federal Communications Commission (FCC) regulation at 47 C.F.R. 1.1307(a)(4), we are providing notice to you and seeking any comments that you may have regarding the effect of the proposed action described above on **Historic Properties** in your community. Please note that a **historic property** is defined in Section II.A.9. of the FCC's 2004 Nationwide Programmatic Agreement as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the **National Register of Historic Places (NRHP)**. Based on your level of interest in the project, you may wish to become a consulting party. ***This notice is not intended to supplant any local zoning or permitting requirements but is necessary before we can request review of the action by the State Historic Preservation Office (SHPO).***

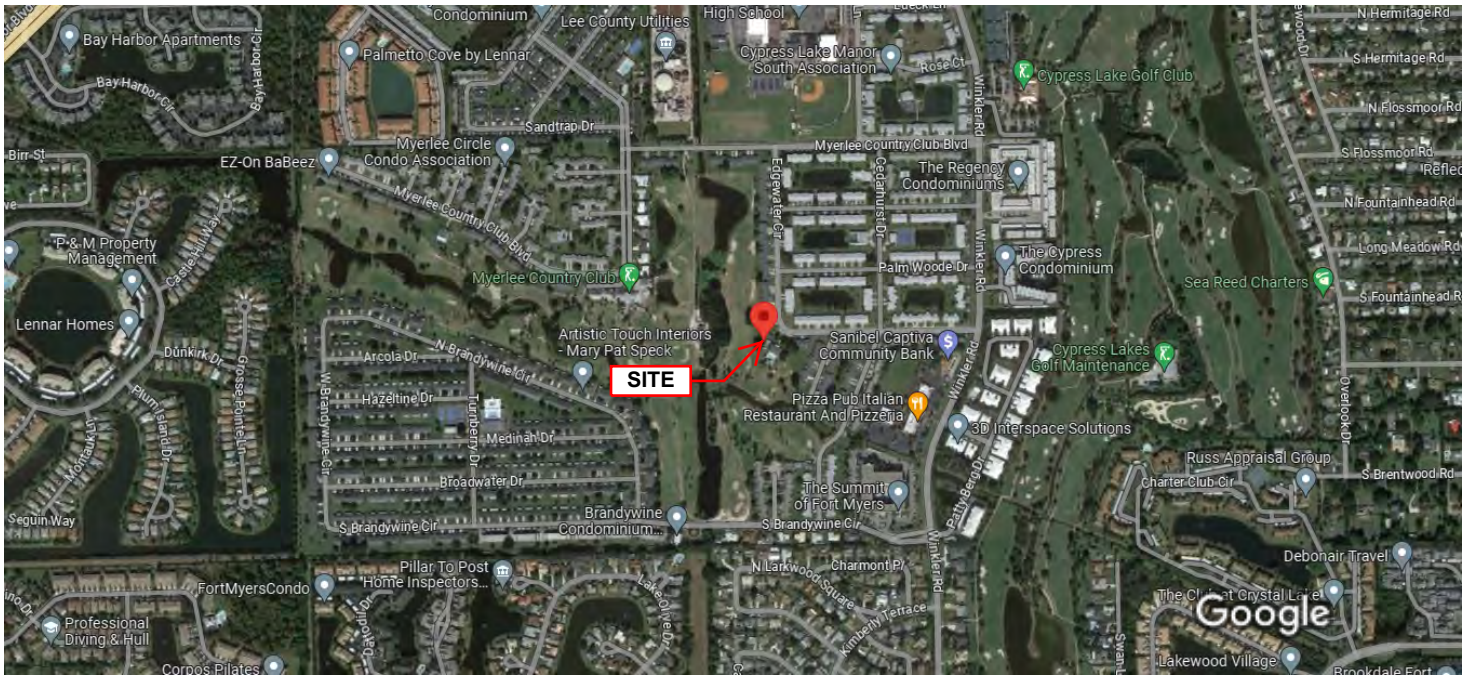
We welcome any comments that you may have regarding any **Historic Properties listed on or eligible for listing on the NRHP** that may be affected by the undertaking. Please direct your comments to Annamarie Howell, Environmental Corporation of America, 1375 Union Hill Industrial Court, Suite A, Alpharetta, Georgia 30004, 770-667-2040 x 108 or via email to publicnotice@eca-usa.com. As we would like to submit the project to the SHPO for review as soon as possible, we request that you provide any documents that you may have within 30 days. Thank you for your cooperation.

Sincerely,
Environmental Corporation of America

Colette V. Gabler, MA, RPA
Senior Project Manager

Autumn DuBois, MA, RPA
Principal Investigator

Google Maps 26°32'06.3"N 81°54'08.9"W



Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 500 ft



26°32'06.3"N 81°54'08.9"W

26.535083, -81.902472

Directions Save Nearby Send to phone Share

6988 Edgewater Cir, Fort Myers, FL 33919

G3PX+22J Cypress Lake, Florida

Attachment H

Designation of SHPO/THPO

SHPO/THPO Specific Forms

The following pages include copies of all additional forms specific to the Section 106 Review process for the lead SHPO/THPO reviewing this filing.

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DCI2024-00010_Lee County ePlan Original application dated 03-15-2024

Phase I Cultural Resources Survey

Proposed 149-Foot Tall Monopole Telecommunications Structure Facility
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida







ECA Project#: 23-002566 **TCNS ID #: 270699** **Report Date: September 22, 2023**

Lead Federal Agency:
Federal Communications Commission

Submitted By:

Colette Gabler, MA, RPA
Senior Project Manager

Josh Wackett, MA, RPA
Senior Archaeologist

DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

ABSTRACT

Environmental Corporation of America's client, VB BTS II, LLC is proposing to construct a 154-foot tall (overall height) monopole telecommunications structure located near 1428 Edgewater Circle, Fort Myers, Lee County, Florida. ECA conducted a Phase I Archaeological Assessment of the Area of Potential Effects (APE) consisting of background research, field investigations, and preparation of this report.

ECA reviewed cultural records and databases and identified no archaeological sites or cultural resource surveys within the APE for direct effects. If any archaeological sites or cultural resource surveys were identified during ECA's research outside the APE for direct effects, they are discussed further in the Site File Research section of this report. During the course of the field survey portion of this archaeological assessment, no archaeological cultural resources were encountered.

ECA believes that the proposed undertaking would have no effect on any archaeological resources that are listed in or eligible for listing in the National Register of Historic Places. Based on our findings related to archaeological resources, we recommend no further consultation under Section 106 Review of the National Historic Preservation Act for this proposed undertaking.

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INTRODUCTION

Environmental Corporation of America was contracted by VB BTS II, LLC to perform an archaeological assessment as part of the Section 106 Review process for a proposed telecommunications facility. The proposed facility would be located near 1428 Edgewater Circle, Fort Myers, Lee County, Florida. The purpose of our work was to determine whether any archaeological cultural resources might exist within the proposed project area (APE for direct effects).

The Area of Potential Effect (APE) is defined as "the geographic area or areas within which an undertaking may directly or indirectly cause changes in the character or use of historic properties, if any such properties exist" (FCC 2003). For purposes of this work, the APE for direct effects is the actual physical impact area. The APE for direct effects is further described in the following table.

Table 1: APE for Direct Effects Description

Proposed Lease Area	Proposed Access/Utility Easement	Proposed Utility Easement
Approx. 2,841 sq.ft. (264 sq.m.) (64.7ft x 69.3ft x 30ft x 60ft) (19.7m x 21.1m x 9.1m x 18.3m)	Approx. 90ft x 20ft (27m x 6m)	Approx. 250ft x 15ft (76m x 5m)

ECA understands that VB BTS II, LLC plans to construct a 154-foot tall monopole structure within a proposed lease area. The proposed lease area would be located within a grassed area of the Myerlee Golfside East Condominium Association. The proposed access/utility easement would traverse in a southwesterly direction from Edgewater Circle through the grassed area before terminating at the proposed lease area. The proposed utility easement would traverse in a southerly direction from an existing utility box through the grassed area before terminating at the proposed lease area.

Table 2: Project Location Information

Tower Coordinates (NAD83) (degrees/minutes/seconds)	Tower Coordinates (UTM)	Tower Elevation (feet/meters)	Township/Range/Section
N26° 32’ 06.3” W81° 54’ 08.9”	Zone 17N 410094E, 2935259N	6 / 1.8	45S / 24E / 27

ECA reviewed cultural records and databases and identified no archaeological sites or cultural resource surveys within the APE for direct effects. If any archaeological sites or cultural resource surveys were identified during ECA’s research outside the APE for direct effects, they are discussed further in the Site File Research section of this report. During the course of the field survey portion of this archaeological assessment which included a pedestrian survey and systematic shovel testing, no archaeological sites or cultural resources were encountered.

Colette Gabler, MA, RPA, Senior Project Manager, authored this report. The fieldwork was performed by, and the project was conducted under the direction and supervision of Josh Wackett, MA, RPA, Senior Archaeologist Resumes of these key personnel can be provided upon request.

ENVIRONMENTAL SETTING

Geologically, the Property is located within the Coastal Plain Physiographic Province. Soils in the Coastal Plain are the result of deposition of sediments in a former marine environment. Sediments underlying the surface in this area consist of interlayered sands, silts, and clays. Sediments are stratified and relatively unconsolidated. These soils vary from sands and clays to interbedded deposits of both sand and clay. In some low-lying areas near present streams or drainage features, the originally deposited soils may be overlain by geologically younger water deposited alluvial soils (NPS 2023)

According to the USDA Soil Survey, soils found at the Property consists of Matlacha gravelly fine sand-Urban land complex, 0-2% slopes (7). Descriptions of the dominant mapped soil types are displayed in the table below.

Table 3: Mapped Soil Types within the Project Area

Mapped Soil Type	Soil Series Description	Known Subsoil	Typical Subsoil Depth Below Surface
Matlacha	Consists of very deep, somewhat poorly drained, moderately rapid to rapid permeability soils that formed in material produced by dredge and fill operations over sandy marine sediments.	20% black (10YR 2/1); 20% dark brown (10YR 3/3); 20% light brownish gray (10YR 6/2); 20% very dark gray (10YR 3/1); 20% very pale brown (2.5YR 4/4) and grayish brown (2.5YR 5/2) loamy sand and fine sandy loam lenses	0-36 inches (0-89 cm)
Urban Land	Urban land is characterized by soils that have been disturbed or obscured by land development, including construction of buildings and infrastructure	N/A	N/A

(Source: NRCS)

CULTURAL HISTORY

As currently understood, the earliest people in Florida were the Paleoindians and they inhabited the region between approximately 12,000 and 8,000 BC. Paleoindians were nomadic hunter-gatherers. At the time of Paleoindian occupation of Florida, sea levels were approximately 130 to 170 feet lower than present day levels. With the rise of sea levels at around 6,000 BC, many Paleoindian sites exploiting coastal resources were submerged. The overwhelming majority of Paleoindian sites identified in Florida consist of surface lithic scatters, isolated finds, or components of multicomponent sites. These sites are most commonly encountered along waterways or adjacent to natural springs. Artifacts most closely identified with the Paleoindian period are large fluted lanceolate projectile points predominantly of the Clovis, Suwanee, or Simpson variety (Anderson 1996; Daniel and Wisenbaker 1987).

The Archaic Period (~8,000 to 1,000 BC) came after the Paleoindian period and is further divided into three sub-periods: Early (8,000 to 5,000 BC), Middle (5,000 to 3,000 BC), and Late (3,000 to 1,000 BC). The people of the Archaic Period were also hunter-gatherers and subsisted in many of the same ways as the Paleoindians. However, the Archaic Period apparently had larger semi-nomadic populations that were also better organized. Archaeologists currently believe that each of

these populations included numerous small resource procurement camps outlying central base camps which were seasonally occupied (Tesar 1980).

Within the artifact assemblage the Early Archaic Period is differentiated from the Paleoindian Period by a disappearance of Paleoindian point types and the adoption of smaller projectile points such as the Kirk and Bolen types in addition to a more diverse tool assemblage including drills, gravers, adzes, and grinding stones (Tesar 1980; Milanich 1994).

The Middle Archaic Period can be distinguished from the Early Archaic Period by the introduction of additional artifact types such as grooved groundstone axes, stone pendants, bannerstones, bone tools, and projectile point types such as the Savannah River, Newnan, Levy, Putnam, and Marion types (Justice 1987).

During the Late Archaic Period fiber-tempered pottery makes an appearance. In addition, central base camps became larger in size, trade networks were established, and people became more sedentary. In response to the more sedentary lifestyle, shell middens made their first appearance in the archaeological record (Mikell 1999).

The Woodland Period (~1,000 BC to AD 1,000) in Florida is characterized by a widespread adoption of pottery, permanent or semi-permanent village sites and their associated shell or earthen middens, burial mounds, and the introduction of agriculture. This period also saw the adoption of the bow and arrow and the import of exotic materials such as hematite and copper. Cultural periods that exist within the Woodland Period include Deptford (~500 BC to AD 300), Santa Rosa/Swift Creek (~ AD 100 TO AD 500), and Weeden Island (~ AD 400 to AD 1,000) (Milanich 1973 and 1994; Tesar 1980; Willey 1949).

After the Woodland Period came the Protohistoric Period (~AD 1,000 to AD 1513). This period saw the emergence of large settlements including temple and burial mounds governed by chiefdoms, regional exchange and interaction, and societal hierarchies. In northwest Florida the Protohistoric Period is exemplified by the Fort Walton and Pensacola periods (~ AD 1,000 to AD

1,750) and in central Florida the Safety Harbor Period (~ AD 1,000 to AD 1,750) (Willey 1949; Mikell 1992; Anderson and Sassaman 2012).

The first Europeans to explore Florida were Spanish Conquistadores such as Ponce de Leon in AD 1513 and AD 1521 and Hernando de Soto in AD 1538. Shortly afterward, in AD 1562, the French under Jean Ribault explored northeastern Florida. In 1565, the French established Fort Caroline along the St. Johns River which was quickly destroyed by the Spanish who then went on to establish the first permanent European settlement in Florida at St. Augustine that same year. Shortly afterwards, Franciscan missionaries established numerous missions throughout northern Florida. However, the increased contact with European diseases led to a sharp decline in the native population which in turn led to the abandonment of most of the missions by the middle of the 17th century with the last remaining mission being destroyed by British raiders in the early 1700s (Tebeau and Marina 1999).

The barrier islands of Lee County are believed to have been one of Ponce de Leon's many stops while exploring Florida territory. The city of Fort Myers was founded along the Caloosahatchee River as one of the first military bases during the Seminole Indian Wars. The Fort was disassembled in the mid-nineteenth century and the town developed, relying on cattle, agriculture, and logging as its mainstays. The town drew the attention of Thomas Edison who built his home and laboratory, Seminole Lodge, along the banks of the Caloosahatchee River. Fort Myers became part of Lee County when it was founded in 1887 after splitting from neighboring Monroe County. Lee County grew in population when the Tamiami Trail (U.S. 41) opened in 1928, linking Fort Myers to Tampa and Miami (Lee County 2023).

LAND USE HISTORY

According to aerial photographs, the proposed project area consisted of cleared land 1958. Sometime between 1958 and 1985, the Myerlee Golfside East Condominium Association structures were constructed. The area has remained relatively unchanged since 1985. However, the tree adjoining the southwest corner of the proposed lease area planted sometime between 1985 and 1995.

SITE FILE RESEARCH

National Register of Historic Places

The National Register of Historic Places (NRHP) is the Nation's official list of cultural resources worthy of preservation. Authorized under the National Historic Preservation Act of 1966, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect historic and archaeological resources. Properties listed in the National Register include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archaeology, engineering, and culture. The National Park Service, which is part of the U.S. Department of the Interior, administers the National Register. ECA conducted a review of the NRHP to determine whether any listed Historic Properties were located within or near the APE for direct effects. The document search revealed no NRHP-listed Historic Properties within or near the APE for direct effects (NRIS 2013).

Florida Master Site File (Structures)

The Florida Master Site File (FMSF) is the official repository for information about historic resources within the state of Florida. A search of the Florida Master Site File (FMSF) identified no previously recorded Historic Properties within the ½-mile APE for visual effects or direct effects.

Florida Master Site File (Archaeology)

The Florida Master Site File (FMSF) is the official repository for information about known archaeological sites from all periods within the state of Florida. It has become the primary source for documentation about Florida Archaeology. The FMSF contains many different types of information about archaeological sites, including locations, cultural periods, and information relating to the National Register of Historic Places. A search of the Florida Master Site File identified no previously recorded archaeological sites and one cultural resource survey within our standard 1-mile background research radius but outside the APE for direct effects.

Table 4: Archeological Surveys Identified Within a 1-Mile Research Radius

Survey #	Survey Title	Author(s)	Year	Approximate Location from Tower Center
1846	Proposed widening of SR 867 (McGregor Blvd) from Gladiolus Drive north to College Parkway in Fort Myers	Florida Department of Transportation	1989	4,950ft (1,509m) Northwest

In general, most site location models include distance to a permanent water source as a major factor in determining the existence of archaeological sites and also the density of such sites. There is a higher probability of encountering a prehistoric archaeological site the closer one is to a source of fresh water with the distances varying depending on topography and difficulty of access. As a result, there are a greater number of prehistoric sites located near streams and natural freshwater lakes. Additionally, there is a greater density of Woodland Period sites, as opposed to Archaic or Paleo-Indian Period sites, near streams due to their greater reliance on horticulture and aquatic resources. Due to the historic ability of excavating wells, historic period sites, in rural areas, can be found equally distributed across the uplands as well as within valleys. The nearest natural source of water is Caloosahatchee River, located approximately 7,800 feet (549 meters) northwest of the proposed lease area at its closest point. Due to previous ground disturbance within and adjacent to the APE for direct effects due to the construction of the Myerlee Golfside East Condominium Association and the tree planted near the proposed lease area, we believe there is a low to moderate probability for encountering undisturbed archaeological artifacts or features within the project's APE for direct effects.

FIELD CONDITIONS

The proposed lease area would be located within a grassed area of the Myerlee Golfside East Condominium Association. The proposed access/utility easement would traverse in a southwesterly direction from Edgewater Circle through the grassed area before terminating at the proposed lease area. The proposed utility easement would traverse in a southerly direction from an existing utility box through the grassed area before terminating at the proposed lease area.

Table 5: Surface Visibility within the APE for Direct Effects

Lease Area	Access/Utility Easement	Utility Easement
0% due to grass vegetation	0% due to grass vegetation	0% due to grass vegetation

FIELD METHODS

The methodology for the Phase I intensive field survey for this project was determined by the professional opinions and experience of our principal and staff archaeologists, applicable SHPO guidelines, and applicable tribal guidelines. The survey was performed Josh Wackett, MA, RPA of ECA on September 6, 2023. Approximately four hours of field time was recorded for the Phase I intensive field study.

A pedestrian survey was conducted over the project site by visual inspection of exposed ground surfaces throughout the proposed lease area, the proposed access/utility easement, and all of the immediately adjacent areas. Visual inspections were conducted at approximately 15-foot (5-meter) intervals.

A subsurface survey was also conducted within the APE for direct effects. ECA determined that two shovel test pits (STPs) within the proposed lease area, two STPs within the proposed access/utility easement, and three STPs within the proposed utility easement would be an adequate representative sampling of the proposed project area. One STP within the proposed utility easement was omitted due to the close proximity to an existing utility box and potential buried utilities. All shovel test pits were excavated at 82-foot (25m) intervals and measured 20-inches by 20-inches (51cm by 51cm) square in size. Shovel test pits are terminated when one of the following four conditions are met: a depth of 40 inches (102cm) is reached, or until sterile subsoil, bedrock, or the water table is encountered. All excavated soils were screened through a six-millimeter wire mesh archaeology screen to isolate any cultural artifacts.

FIELD SURVEY RESULTS

Two STPs were excavated in the proposed lease area, two STPs were excavated within the proposed access/utility easement, and two STPs were excavated within the proposed utility easement. One STP within the proposed utility easement was omitted due to the close proximity to an existing utility box and potential buried utilities. Shovel test dimension measurements and soil characteristics are listed in the following table:

Table 6: Shovel Test Pit Descriptions

Shovel Test Pit (STP)	Munsell Color/Texture	Depth		Artifacts Encountered
		Inches	cm	
STP1	Very dark brown (10YR 2/2) sand	0-5	0-13	No
	Brown (10YR 5/3) sand	5-11	13-28	No
	Very pale brown (10YR 7/3) sand ***Terminated due to impenetrable rock layer**	11-15	28-38	No
STP2	Very dark brown (10YR 2/2) sand	0-7	0-18	No
	Brown (10YR 5/3) sand ***Terminated due to impenetrable rock layer**	7-14	18-36	No
STP3	Very dark brown (10YR 2/2) sand	0-9	0-23	No
	Black (10YR 2/1) sand	9-19	23-48	No
	Very pale brown (10YR 7/3) sand ***Terminated due to impenetrable sandstone layer**	19-33	48-84	No
STP4	Very dark brown (10YR 2/2) sand	0-6	0-15	No
	Very dark grayish brown (10YR 3/2) sand	6-17	15-43	No
	Gray (10YR 6/1) sand	17-21	43-53	No
	Dark yellowish brown (10YR 3/6) sand	21-32	53-81	No
	Yellowish brown (10YR 5/8) sand ***Terminated due to water**	32-37	81-94	No
STP5	**Omitted due to close proximity to existing utility box and potential buried utilities**	-	-	N/A
STP6	Very dark brown (10YR 2/2) sand	0-8	0-20	No
	Brown (10YR 5/3) sand	8-15	20-38	No
	Very pale brown (10YR 7/3) sand ***Terminated due to impenetrable rock layer**	15-18	38-46	No
STP7	Very dark brown (10YR 2/2) sand	0-6	0-15	No
	Brown (10YR 5/3) sand	6-15	15-38	No
	Black (10YR 2/1) sand	15-19	38-48	No
	Gray (10YR 6/1) sand	19-32	48-81	No
	Dark yellowish brown (10YR 3/6) sand ***Terminated due to water**	32-43	81-109	No

No archaeological sites or cultural artifacts were identified during surface or subsurface investigations. Subsoil characteristics generally matched the range in characteristics for the mapped soil series (NRCS).

LABORATORY METHODS

Since no artifacts were recovered during the field survey, no laboratory methods were employed.

CURATION

Since no archaeological sites were identified, artifact curation is not applicable to this work. All field notes, project photographs, and reports associated with this project will be curated at ECA's Alpharetta, GA office.

RECOMMENDATIONS

During the course of this archaeological assessment, no archaeological sites or cultural resources were located in the APE for direct effects. We believe that no archaeological cultural resources will be affected by the proposed project. Therefore, we recommend a finding of No Effect for the proposed undertaking as it relates to archaeology. We request your concurrence with our finding. If inadvertent discoveries of buried cultural materials or human remains are found during construction, all work should cease and potentially affected Tribes, as well as the State Historic Preservation Office should be notified immediately.

CLOSURE

We are submitting this report for VB BTS II, LLC to seek concurrence with our finding and to comply with Federal Communications Commission (FCC) requirements as identified in 47 CFR 1.1307. Colette Gabler, MA, RPA, Senior Project Manager, conducted background research and wrote the report. Josh Wackett, MA, RPA, Senior Archaeologist, performed the fieldwork and reviewed this assessment. We request your concurrence with our finding. Please contact our office with questions or comments or if additional information is required.

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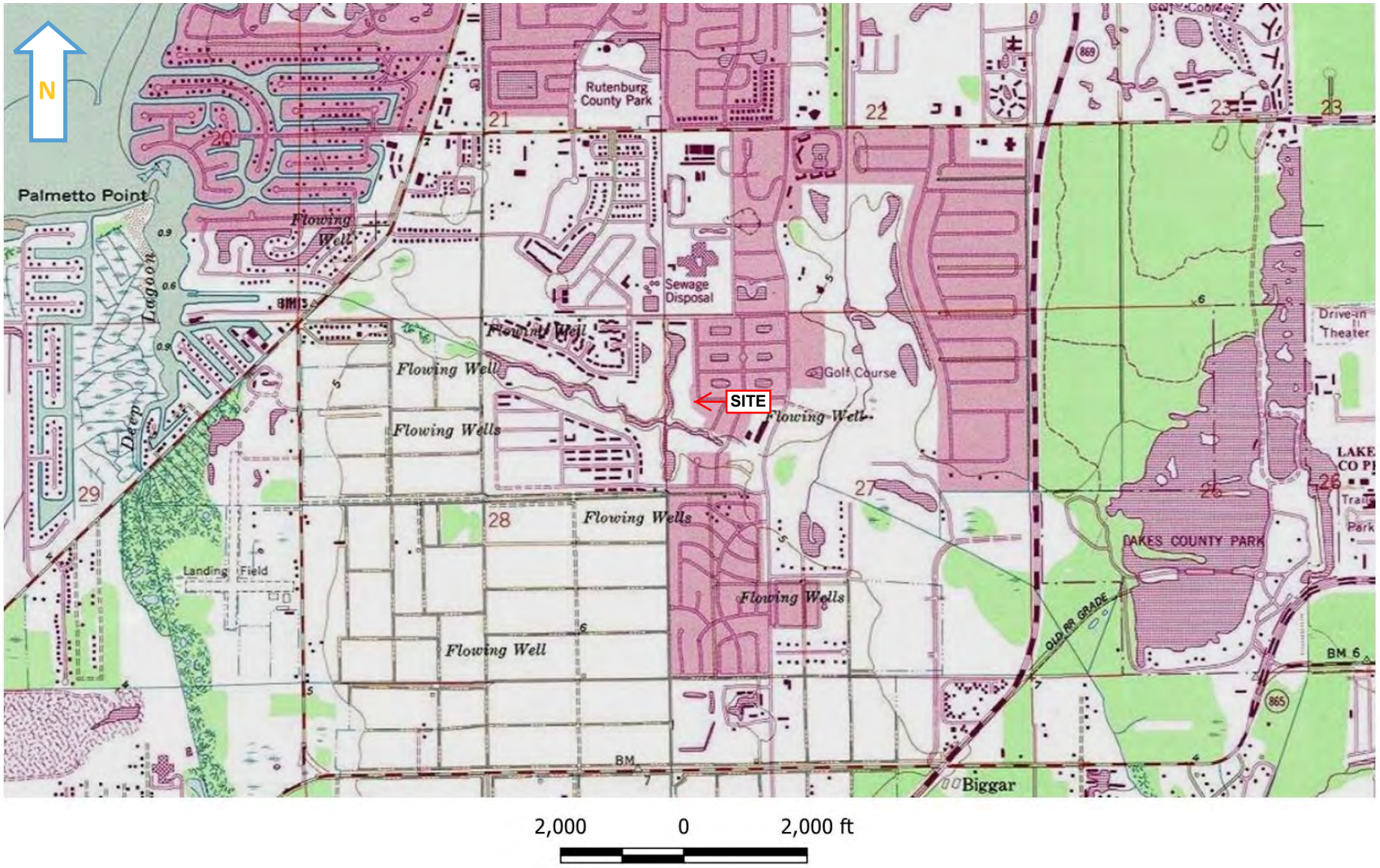
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Appendix A

Figures



Source: USGS Topographic Maps 7.5 Series, *Fort Myers SW, FL* (1958, photorevised 1987) and *Fort Myers SE, FL* (1958, photorevised 1987).

Figure 1: Site Location Map

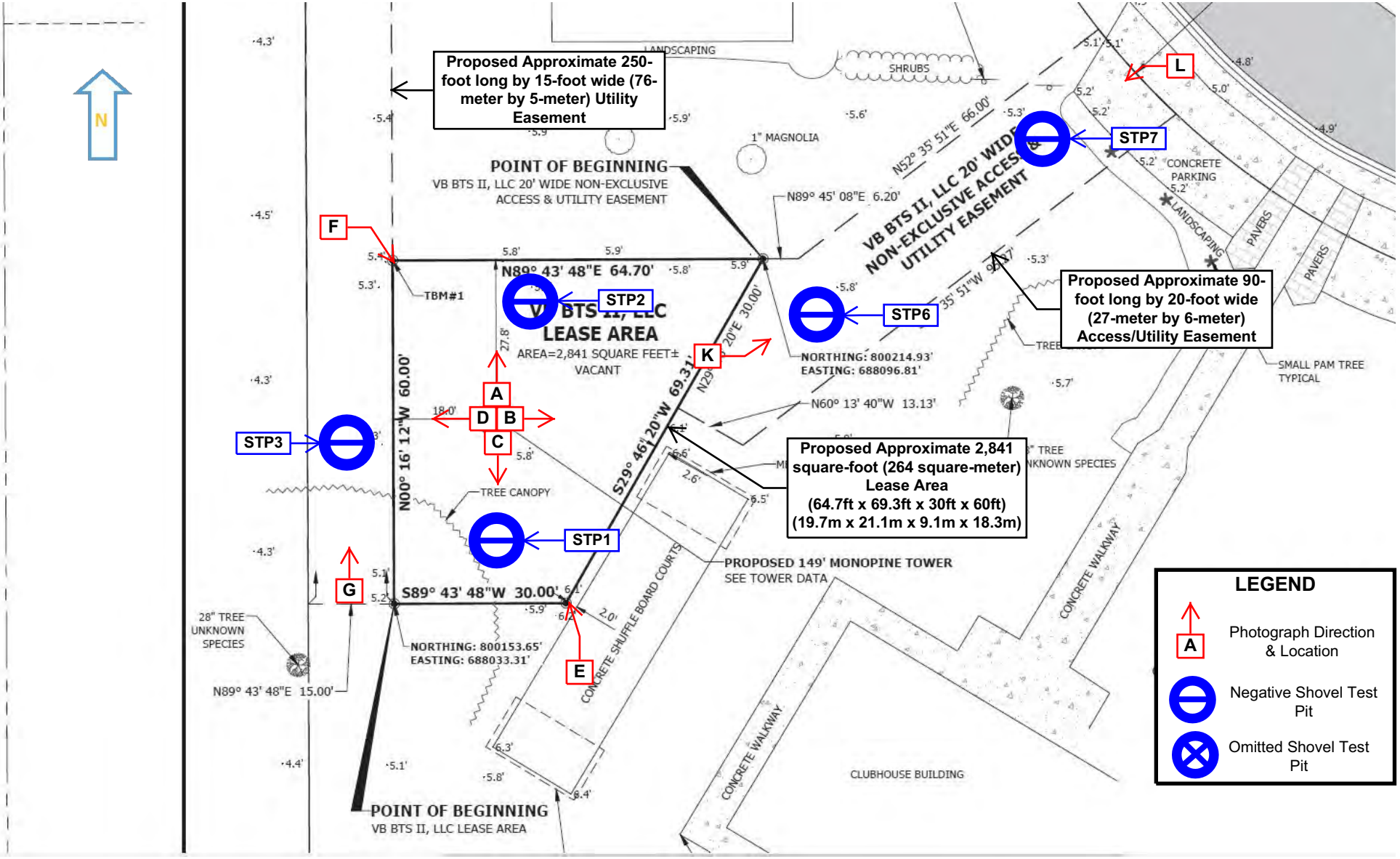
ECA ID: 23-002566



Source: USGS Topographic Map 7.5 Series, *Fort Myers SW, FL* (1958, photorevised 1987).

Figure 2: APE for Direct Effects

ECA ID: 23-002566

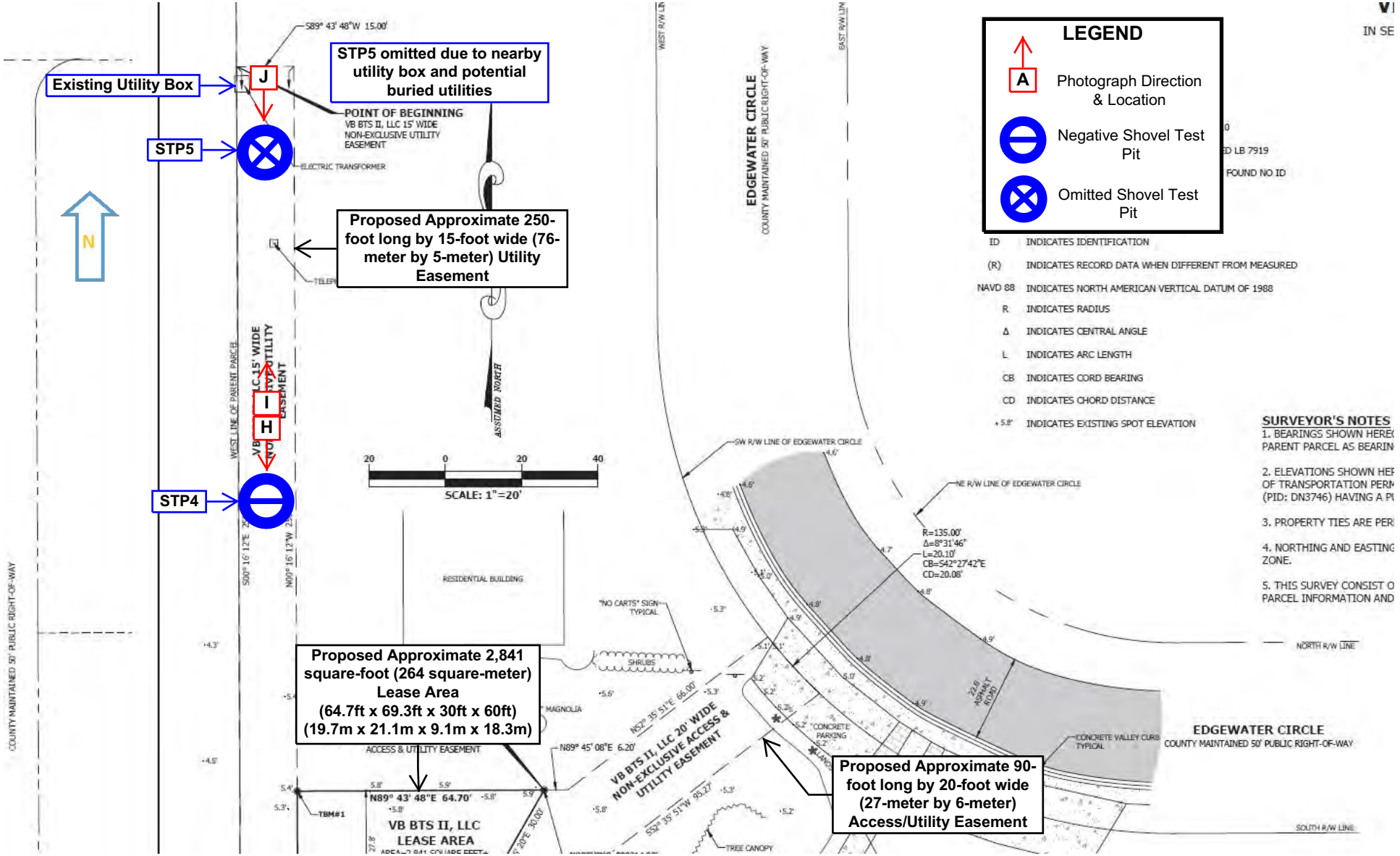


Source: Applicant

Figure 3a: Site Vicinity Plan

ECA ID: 23-002566

ECA



Source: Applicant

Figure 3b: Site Vicinity Plan

ECA ID: 23-002566



Source: Google Earth 2023

Figure 4: Aerial Photograph

ECA ID: 23-002566



Source: Google Earth 1995

Figure 5: Aerial Photograph

ECA ID: 23-002566

ECA



Source: historicaerials.com (1985)

Figure 6: Aerial Photograph

ECA ID: 23-002566

ECA



Source: historicaerials.com (1958)

Figure 7: Aerial Photograph

ECA ID: 23-002566

ECA

Appendix B

Photographs

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A: Northerly View from Near the Proposed Tower Location



B: Easterly View from Near the Proposed Tower Location



C: Southerly View from Near the Proposed Tower Location



D: Westerly View from Near the Proposed Tower Location

Photographs

ECA ID: 23-002566

ECA



E: Northwesterly Overview of the Proposed Lease Area



F: Southeasterly Overview of the Proposed Lease Area



G: Northerly View of the Proposed Utility Easement



H: Southerly View of the Proposed Utility Easement

Photographs

ECA ID: 23-002566

ECA



I: Northerly View of the Proposed Utility Easement



J: Southerly View of the Proposed Utility Easement



K: Northeasterly View of the Proposed Access/Utility Easement



L: Southwesterly View of the Proposed Access/Utility Easement

Photographs

ECA ID: 23-002566

ECA



M: Overview of Shovel Test Pit Three (STP3)



N: Profile of Shovel Test Pit Three (STP3)

Photographs

ECA ID: 23-002566

ECA

APPENDIX E

Native American Information

Environmental Corporation of America (ECA)

TRIBAL INVOLVEMENT SUMMARY

Site Name:	**Myerlee**	**Site Number:**	**US-FL-7108**	**NOO Date:**	**8/25/2023**
TCNS #:	**270699**	**ECA Project#:**	**23-002566**	**ECA PM:**	**CVG**

NOO #	Tribal Entity Name	Date of Document Submittal	Method of Delivery	Email Address	Date of FCC Escalation	Tribal Response Date	Tribal Response
1	**Miccosukee Tribe of Indians of Florida**	9/22/2023	**Mail**	thpo@miccosukeetribe.com	N/A	9/24/2023	Cleared via 30-Day Response Agreement
2	**Seminole Tribe of Florida**	9/22/2023	**Electronic**	THPOCompliance@semtribe.com	11/2/2023	11/17/2023	Cleared via Escalation
3	**Seminole Nation of Oklahoma**	9/22/2023	**Electronic**	tcns-sno@sno-nsn.gov	N/A	9/24/2023	Cleared via 30-Day Response Agreement
4	**Muscogee (Creek) Nation**	9/22/2023	**Mail**	mcntcns@mcn-nsn.gov; section106@mcn-nsn.gov	11/2/2023	11/17/2023	Cleared via Escalation
5	**Eastern Shawnee Tribe of Oklahoma**	N/A	**Mail**	celltower@estoo.net	N/A	9/6/2023	Cleared via TCNS
6	**Thlopthlocco Tribal Town**	9/22/2023	**Electronic**	thpo@tttown.org	11/2/2023	11/17/2023	Cleared via Escalation

TCNS Notification Statements

From: towernotifyinfo@fcc.gov
To: tribal.notify
Subject: Proposed Tower Structure Info - Email ID #8645327
Date: Wednesday, August 16, 2023 3:58:31 PM

Dear Dina M Bazzill,

Thank you for submitting a notification regarding your proposed construction via the Tower Construction Notification System. Note that the system has assigned a unique Notification ID number for this proposed construction. You will need to reference this Notification ID number when you update your project's Status with us.

Below are the details you provided for the construction you have proposed:

Notification Received: 08/16/2023

Notification ID: 270699
Tower Owner Individual or Entity Name: VB BTS II, LLC
Consultant Name: Dina M Bazzill
Street Address: 1375 Union Hill Industrial Court
Suite A
City: Alpharetta
State: GEORGIA
Zip Code: 30004
Phone: 770-667-2040
Email: tribal.notify@eca-usa.com

Structure Type: MTOWER - Monopole
Latitude: 26 deg 32 min 06.3 sec N
Longitude: 81 deg 54 min 08.9 sec W
Location Description: 1428 Edgewater Circle
City: Fort Myers
State: FLORIDA
County: LEE

Detailed Description of Project: 23-002566
Ground Elevation: 1.8 meters
Support Structure: 45.4 meters above ground level
Overall Structure: 46.9 meters above ground level
Overall Height AMSL: 48.7 meters above mean sea level

This e-mail may contain trade secrets or privileged, undisclosed, or otherwise confidential information. If you have received this e-mail in error, you are hereby notified that any review, copying, or distribution of it is strictly prohibited. Please inform us immediately and destroy the original transmittal. Thank you for your cooperation.

From:	towernotifyinfo@fcc.gov
To:	tribal.notify
Cc:	tcnsweekly@fcc.gov
Subject:	NOTICE OF ORGANIZATION(S) WHICH WERE SENT PROPOSED TOWER CONSTRUCTION NOTIFICATION INFORMATION - Email ID #8647185
Date:	Friday, August 25, 2023 12:00:27 PM

Dear Applicant:

Thank you for using the Federal Communications Commission's (FCC) Tower Construction Notification System (TCNS). The purpose of this electronic mail message is to inform you that the following authorized persons were sent the notification that you provided through TCNS, which relates to your proposed antenna structure. The information was forwarded by the FCC to authorized TCNS users by electronic mail and/or regular mail (letter). We note that the review period for all parties begins upon receipt of the Submission Packet pursuant to Section VII.A of the NPA and notifications that do not provide this serve as information only.

Persons who have received the notification that you provided include leaders or their designees of federally-recognized American Indian Tribes, including Alaska Native Villages (collectively "Tribal Nations"), Native Hawaiian Organizations (NHOs), and State Historic Preservation Officers (SHPOs). For your convenience in identifying the referenced Tribal Nations and NHOs and in making further contacts, the City and State of the Seat of Government for each Tribal Nation and NHO, as well as the designated contact person, is included in the listing below. We note that Tribal Nations may have Section 106 cultural interests in ancestral homelands or other locations that are far removed from their current Seat of Government. Pursuant to the Commission's rules as set forth in the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission (NPA), all Tribal Nations and NHOs listed below must be afforded a reasonable opportunity to respond to this notification, consistent with the procedures set forth below, unless the proposed construction falls within an exclusion designated by the Tribal Nation or NHO. (NPA, Section IV.F.4).

The notification that you provided was forwarded to the following Tribal Nations and NHOs. A Tribal Nation or NHO may not respond until a full Submission Packet is provided. If, upon receipt, the Tribal Nation or NHO does not respond within a reasonable time, you should make a reasonable effort at follow-up contact, unless the Tribal Nation or NHO has agreed to different procedures (NPA, Section IV.F.5). In the event a Tribal Nation or NHO does not respond to a follow-up inquiry, or if a substantive or procedural disagreement arises between you and a Tribal Nation or NHO, you must seek guidance from the Commission (NPA, Section IV.G). These procedures are further set forth in the FCC's Second Report and Order released on March 30, 2018 (FCC 18-30).

1. Real Estate Director Kevin Donaldson - Miccosukee Tribe of Indians of Florida - Tamiami Station (PO Box: 440021) Miami, FL - hopel@miccosukeetribe.com - 305-223-8380 (ext: 2246) - regular mail

If the applicant/tower builder receives no response from the Miccosukee Tribe of Indians of

Florida within 30 days after notification through TCNS, the Miccosukee Tribe of Indians of Florida has no interest in participating in pre-construction review for the proposed site. The Applicant/tower builder,
however, must immediately notify the Miccosukee Tribe of Indians of Florida in the event archaeological properties or human remains are discovered during construction, consistent with Section IX of the Nationwide Programmatic Agreement and applicable law.

2. Compliance Review Supervisor THPO Compliance - Seminole Tribe of Florida - 30290 Josie Billie Hwy PMB 1004 Clewiston, FL - THPOcompliance@semtribe.com - 863-983-6549 (ext: 12245) - electronic mail

3. Tribal Historic Preservation Officer Ben Yahola - Seminole Nation of Oklahoma - (PO Box: 1498) Wewoka, OK - tcns-sno@sno-nsn.gov - 405-234-5218 - electronic mail
Exclusions: Please send all inquiries to email address: tcns-sno@sno-nsn.gov

If the applicant/tower builder receives no response from the Seminole Nation of Oklahoma within 30 days after notification through TCNS, the Seminole Nation of Oklahoma has no interest in participating in pre-construction review for the proposed site. The Applicant/tower builder,
however, must immediately notify the Seminole Nation of Oklahoma in the event archaeological properties or human remains are discovered during construction, consistent with Section IX of the Nationwide Programmatic Agreement and applicable law.

4. TCNS Manager Corain Lowe-Zepeda Ms - Muscogee (Creek) Nation - Highway 75 & Loop 56 (PO Box: 580) Okmulgee, OK - clowe@muscogeenation.com - 918-732-7835 - regular mail

5. Cell Tower Coordinator Kelly Nelson - Eastern Shawnee Tribe of Oklahoma - 70500 East 128 Road Wyandotte, OK - celltower@estoo.net - 918-238-5151 (ext: 1861) - regular mail
Exclusions: DO NOT EMAIL DOCUMENTATION; it will be deleted without being opened. Submit one printed color copy by US postal mail or other parcel carrier of all documentation to:

Eastern Shawnee Tribe
Attn: CellTower Program
70500 E. 128 Rd.
Wyandotte, OK 74370

Provide a 1-page cover letter with the following information:
a. TCNS Number
b. Company Name
c. Project Name, City, County, State
d. Project type
e. Project coordinates
f. Contact information

The Eastern Shawnee Procedures document is available and highly recommended for guidance; send an email to celltower@estoo.net requesting our most current copy.

6. Mekko Ryan Morrow - Thlopthlocco Tribal Town - P.O. Box 188 Okemah, OK - thpo@tttown.org - 000-000-0000 - electronic mail
Exclusions: Thlopthlocco Tribal Town requests that all initial review materials required by applicable law be submitted by email directly to thpo@tttown.org. In addition, in the event archeological or cultural materials or human remains are discovered at any time during this undertaking, please notify Thlopthlocco Tribal Town immediately.

The notification that you provided was also forwarded to the following SHPOs in the State in which you propose to construct and neighboring States. The information was provided to these SHPOs as a courtesy for their information and planning. You need make no effort at this time to follow up with any SHPO that does not respond to this notification. Prior to construction, you must provide the SHPO of the State in which you propose to construct (or the Tribal Historic Preservation Officer, if the project will be located on certain Tribal lands), with a Submission Packet pursuant to Section VII.A of the NPA unless the project is excluded from SHPO review under Section III D or E of the NPA.

7. Deputy SHPO Compliance Review Laura A Kammerer - Div of Historical Resources, Dept of State - 500 S. Bronough St. Tallahassee, FL - lkammerer@dos.state.fl.us - 850-245-6333 - electronic mail

8. Historic Preservationist General Staff - Florida Division of Historical Resources - 500 S. Bronough Street Tallahasse, FL - CompliancePermits@DOS.MyFlorida.com - 850-245-6366 - electronic mail

TCNS automatically forwards all notifications to all Tribal Nations and SHPOs that have an

expressed interest in the geographic area of a proposal. However, if a proposal for PTC wayside poles falls within a designated exclusion, you need not expect any response and need not pursue any additional process with that Tribal Nation or SHPO. In addition, a particular Tribal Nation or SHPO may also set forth policies or procedures within its details box that exclude from review certain facilities (for example, a statement that it does not review collocations with no ground disturbance; or that indicates that no response within 30 days indicates no interest in participating in pre-construction review).

Please be advised that the FCC cannot guarantee that the contact(s) listed above have opened and reviewed an electronic or regular mail notification. If you learn that any of the above contact information is no longer valid, please contact the FCC by emailing tcnshelp@fcc.gov. The following information relating to the proposed tower was forwarded to the person(s) listed above:

Notification Received: 08/16/2023
Notification ID: 270699
Excluded from SHPO Review: No
Tower Owner Individual or Entity Name: VB BTS II, LLC
Consultant Name: Dina M Bazzill
Street Address: 1375 Union Hill Industrial Court
Suite A
City: Alpharetta
State: GEORGIA
Zip Code: 30004
Phone: 770-667-2040
Email: tribal.notify@eca-usa.com

Structure Type: MTOWER - Monopole
Latitude: 26 deg 32 min 6.3 sec N
Longitude: 81 deg 54 min 8.9 sec W
Location Description: 1428 Edgewater Circle
City: Fort Myers
State: FLORIDA
County: LEE
Detailed Description of Project: 23-002566
Ground Elevation: 1.8 meters
Support Structure: 45.4 meters above ground level
Overall Structure: 46.9 meters above ground level
Overall Height AMSL: 48.7 meters above mean sea level

If you have any questions or comments regarding this notice, please contact the FCC using the electronic Help Request form located on the FCC's website at:

https://www.fcc.gov/wireless/available-support-services

You may also call the FCC Support Center at (877) 480-3201 (TTY 717-338-2824). Hours are from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday (except Federal holidays). To provide quality service and ensure security, all telephone calls are recorded.

Thank you,

Federal Communications Commission

This e-mail may contain trade secrets or privileged, undisclosed, or otherwise confidential information. If you have received this e-mail in error, you are hereby notified that any review, copying, or distribution of it is strictly prohibited. Please inform us immediately and destroy the original transmittal. Thank you for your cooperation.

Follow-Up Documents

Environmental Corp. of America
1375 Union Hill Industrial Court
Suite A
Alpharetta, GA 30004

Phone: 770-667-2040
Fax No.: 770-667-2041

From: Colette Gabler
Colette.Gabler@eca-usa.com

To: Kevin Donaldson – Real Estate Director
Miccosukee Tribe of Indians of Florida
Tamiami Station
P.O. Box 440021
Miami, FL 33144

TRANSMITTAL COVER SHEET

Date: **September 22, 2023**

Subject: **Section 106 Review**
TCNS ID # 270699
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project # 23-002566

Notes: Dear Mr. Kevin Donaldson:

As indicated in your TCNS response, the Miccosukee Tribe of Indians of Florida would like to become a consulting party for the above referenced site. The Section 106 Review documentation is included in this package. Please call or email (colette.gabler@eca-usa.com) if you need any further information or if you have any questions. Thank you.

Sincerely,

Colette Gabler, MA, RPA
Senior Project Manager

From: Colette Gabler
To: THPOCompliance@semtribe.com
Subject: TCNS#270699_US-FL-7108_Myerlee_ECA_23-002566 - Section 106 Report for Review
Date: Friday, September 22, 2023 11:36:00 AM
Attachments: image001.png
US-FL-7108_Myerlee_Section 106_ECA_23-002566.pdf

Please see the attached Section 106 Review documentation for the following project based on interest expressed by the Seminole Tribe of Florida through the FCC Tower Construction Notification System (TCNS).

Section 106 Review
TCNS ID # 270699
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project # 23-002566

We look forward to your response.

Thank you,

Colette Vale Gabler, MA, RPA
Client Manager
Environmental Corporation of America (ECA)
908-642-4601 (mobile)
colette.gabler@eca-usa.com
www.eca-usa.com

From: Colette Gabler
To: tcns-sno@sno-nsn.gov
Subject: TCNS#270699_US-FL-7108_Myerlee_ECA_23-002566 - Section 106 Report for Review
Date: Friday, September 22, 2023 11:36:00 AM
Attachments: US-FL-7108_Myerlee_Section 106_ECA_23-002566.pdf
image001.png

Please see the attached Section 106 Review documentation for the following project based on interest expressed by the Seminole Nation of Oklahoma through the FCC Tower Construction Notification System (TCNS).

Section 106 Review
TCNS ID # 270699
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project # 23-002566

We look forward to your response.

Thank you,

Colette Vale Gabler, MA, RPA
Client Manager
Environmental Corporation of America (ECA)
908-642-4601 (mobile)
colette.gabler@eca-usa.com
www.eca-usa.com

Environmental Corp. of America
1375 Union Hill Industrial Court
Suite A
Alpharetta, GA 30004

Phone: 770-667-2040
Fax No.: 770-667-2041

From: Colette Gabler
Colette.Gabler@eca-usa.com

To: Ms. Anne Edwards-Martel
Muscogee Nation
Cultural Preservation Office
P.O. Box 580
Okmulgee, OK 74447

TRANSMITTAL COVER SHEET

Date: **September 22, 2023**

Subject: **Section 106 Review**
TCNS ID # 270699
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project # 23-002566

Notes: Dear Ms. Edwards-Martel:

As indicated in your TCNS response, the Muscogee Nation would like to become a consulting party for the above referenced site. The Section 106 Review documentation is included in this package. Please call or email (colette.gabler@eca-usa.com) if you need any further information or if you have any questions. Thank you.

Sincerely,

Colette Gabler, MA, RPA
Senior Project Manager

From: Colette Gabler
To: THPO
Subject: TCNS#270699_US-FL-7108_Myerlee_ECA_23-002566 - Section 106 Report for Review
Date: Friday, September 22, 2023 11:37:00 AM
Attachments: US-FL-7108_Myerlee_Section 106_ECA_23-002566.pdf
image001.png

Please see the attached Section 106 Review documentation for the following project based on interest expressed by the Thlopthlocco Tribal Town through the FCC Tower Construction Notification System (TCNS).

Section 106 Review
TCNS ID # 270699
Proposed 149-Foot Tall Monopole Telecommunications Structure
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project # 23-002566

We look forward to your response.

Thank you,

Colette Vale Gabler, MA, RPA
Client Manager
Environmental Corporation of America (ECA)
908-642-4601 (mobile)
colette.gabler@eca-usa.com
www.eca-usa.com

Referrals

From: towernotifyinfo@fcc.gov
To: tribal.notify
Cc: tcnsweekly@fcc.gov
Subject: Proposed Construction of Communications Facilities Notification of Final Contacts - Email ID #34986
Date: Thursday, November 2, 2023 9:01:10 AM

Intermax Towers II
Dina M Bazzill
1375 Union Hill Industrial Court
Suite A
Alpharetta, GA 30004

Dear Applicant:

This letter addresses the proposed communications facilities listed below that you have referred to the Federal Communications Commission (Commission) for purposes of contacting federally recognized Indian Tribes, including Alaska Native Villages (collectively Indian Tribes), and Native Hawaiian Organizations (NHOs), as specified by Section IV.G of the Nationwide Programmatic Agreement (NPA). Consistent with the procedures outlined in the Commission's Wireless Infrastructure Second Report and Order (1), we have contacted the Indian Tribes or NHOs identified in the attached Table for the projects listed in the attached Table. You referred these projects to us between 10/26/2023 and 11/02/2023. Our contact with these Tribal Nations or NHOs was sent on 11/02/2023.

Thus, as described in the Wireless Infrastructure Second Report and Order (2), if you or Commission staff do not receive a statement of interest regarding a particular project from any Tribe or NHO within 15 calendar days of 11/02/2023, your obligations under Section IV of the NPA with respect to these Tribal Nations or NHOs are complete. If a Tribal Nation or NHO responds that it has concerns about a historic property of traditional religious and cultural significance that may be affected by the proposed construction within the 15 calendar day period, the Applicant must involve it in the review as set forth in the NPA, and may not begin construction until the process set forth in the NPA is completed.

You are reminded that Section IX of the NPA imposes independent obligations on an Applicant when a previously unidentified site that may be a historic property, including an archeological property, is discovered during construction or after the completion of review. In such instances, the Applicant must cease construction and promptly notify, among others, any potentially affected Tribal Nation or NHO. A Tribal Nation's or NHO's failure to express interest in participating in pre-construction review of an undertaking does not necessarily mean it is not interested in archeological properties or human remains that may inadvertently be discovered during construction. Hence, an Applicant is still required to notify any potentially affected Tribal Nation or NHO of any such finds pursuant to Section IX or other applicable law.

Sincerely,
Jill Springer
Federal Preservation Officer
Federal Communications Commission
jill.springer@fcc.gov

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1) See Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Deployment, Second Report and Order, FCC 18-30 (Mar. 30, 2018) (Wireless Infrastructure Second Report and Order).
2) See id. at paras. 111-112.

LIST OF PROPOSED COMMUNICATIONS TOWERS

TCNS# 271613 Referred Date: 11/01/2023 Location: 5710 Montana Highway 200, Thompson Falls, MT
Detailed Description of Project: 23-001928
Tribe Name: Blackfeet Nation

TCNS# 271590 Referred Date: 10/31/2023 Location: 6750 S 228th Street, Kent, WA
Detailed Description of Project: 23-002880
- Tribe Name: Upper Skagit Indian Tribe
- Tribe Name: Blackfeet Nation
- Tribe Name: Eastern Shoshone Tribe
- Tribe Name: Muckleshoot Indian Tribe
- Tribe Name: Puyallup Tribe of Indians
- Tribe Name: Stillaguamish Tribe of Indians
- Tribe Name: Suquamish Tribe

TCNS# 271592 Referred Date: 10/31/2023 Location: 7625 S 228th Street, Kent, WA
Detailed Description of Project: 23-002882
- Tribe Name: Blackfeet Nation
- Tribe Name: Eastern Shoshone Tribe
- Tribe Name: Muckleshoot Indian Tribe
- Tribe Name: Puyallup Tribe of Indians
- Tribe Name: Stillaguamish Tribe of Indians
- Tribe Name: Suquamish Tribe
- Tribe Name: Upper Skagit Indian Tribe

TCNS# 271593 Referred Date: 10/31/2023 Location: 823 Central Avenue North, Kent, WA
Detailed Description of Project: 23-002883
- Tribe Name: Blackfeet Nation
- Tribe Name: Eastern Shoshone Tribe
- Tribe Name: Muckleshoot Indian Tribe
- Tribe Name: Puyallup Tribe of Indians
- Tribe Name: Stillaguamish Tribe of Indians
- Tribe Name: Suquamish Tribe
- Tribe Name: Upper Skagit Indian Tribe

TCNS# 270699 Referred Date: 10/31/2023 Location: 1428 Edgewater Circle, Fort Myers, FL
Detailed Description of Project: 23-002566
- Tribe Name: Muscogee (Creek) Nation
- Tribe Name: Seminole Tribe of Florida
- Tribe Name: Thlopthlocco Tribal Town

TCNS# 271597 Referred Date: 10/31/2023 Location: 20403 68th Avenue South, Kent, WA
Detailed Description of Project: 23-002886
- Tribe Name: Eastern Shoshone Tribe
- Tribe Name: Muckleshoot Indian Tribe
- Tribe Name: Puyallup Tribe of Indians
- Tribe Name: Stillaguamish Tribe of Indians
- Tribe Name: Suquamish Tribe
- Tribe Name: Upper Skagit Indian Tribe
- Tribe Name: Blackfeet Nation

TCNS# 271602 Referred Date: 10/31/2023 Location: 7031 S 196th Street, Kent, WA
Detailed Description of Project: 23-002887
- Tribe Name: Blackfeet Nation
- Tribe Name: Eastern Shoshone Tribe
- Tribe Name: Muckleshoot Indian Tribe
- Tribe Name: Puyallup Tribe of Indians
- Tribe Name: Stillaguamish Tribe of Indians
- Tribe Name: Suquamish Tribe
- Tribe Name: Upper Skagit Indian Tribe

TCNS# 271603 Referred Date: 10/31/2023 Location: 18727 E Valley Highway S, Kent, WA

Tribal Clearances

From: towernotifyinfo@fcc.gov
To: tribal.notify
Cc: tcns.fccarchive@fcc.gov
Subject: Reply to Proposed Tower Structure (Notification ID: 270699) - Email ID #8661756
Date: Wednesday, September 6, 2023 1:44:23 PM

Dear Dina M Bazzill,

Thank you for using the Federal Communications Commission's (FCC) Tower Construction Notification System (TCNS). The purpose of this email is to inform you that an authorized user of the TCNS has replied to a proposed tower construction notification that you had submitted through the TCNS.

The following message has been sent to you from Cell Tower Coordinator Kelly Nelson of the Eastern Shawnee Tribe of Oklahoma in reference to Notification ID #270699:

The Cultural Preservation Department of the Eastern Shawnee Tribe of Oklahoma (ESTO) has received the documentation for the referenced TCNS project. ESTO has reviewed the project in accordance with Section 106 of the National Historic Preservation Act (NHPA). Based on the information provided and a review of our records, we find that this project will have No Adverse Effect on properties of sacred and/or cultural significance to the Tribe. The project site is within the known regional area of the Shawnee prehistorically and historically, be aware of inadvertent discoveries. However, ESTO has no objection to the project proceeding as described. Please note that any future changes to this project will require additional consultation.

In accordance with the NHPA of 1966 (16 U.S.C. § 470-470w-6), federally funded, licensed, or permitted undertakings that are subject to the Section 106 review process must determine effects to significant historic properties. As clarified in Section 101(d)(6)(A-B), historic properties may have religious and/or cultural significance to Indian Tribes. Section 106 of NHPA requires Federal agencies to consider the effects of their actions on all significant historic properties (36 CFR Part 800) as does the National Environmental Policy Act of 1969 (43 U.S.C. § 4321-4347 and 40 CFR § 1501.7(a).

However, if during construction cultural objects or human remains are inadvertently discovered, please stop work immediately and contact the Cultural Preservation Department of the Eastern Shawnee Tribe of Oklahoma. (918)238-5151 x1861

Niyaawe,

Kelly Nelson
Cell Tower Coordinator
Eastern Shawnee Tribe of Oklahoma

For your convenience, the information you submitted for this notification is detailed below.

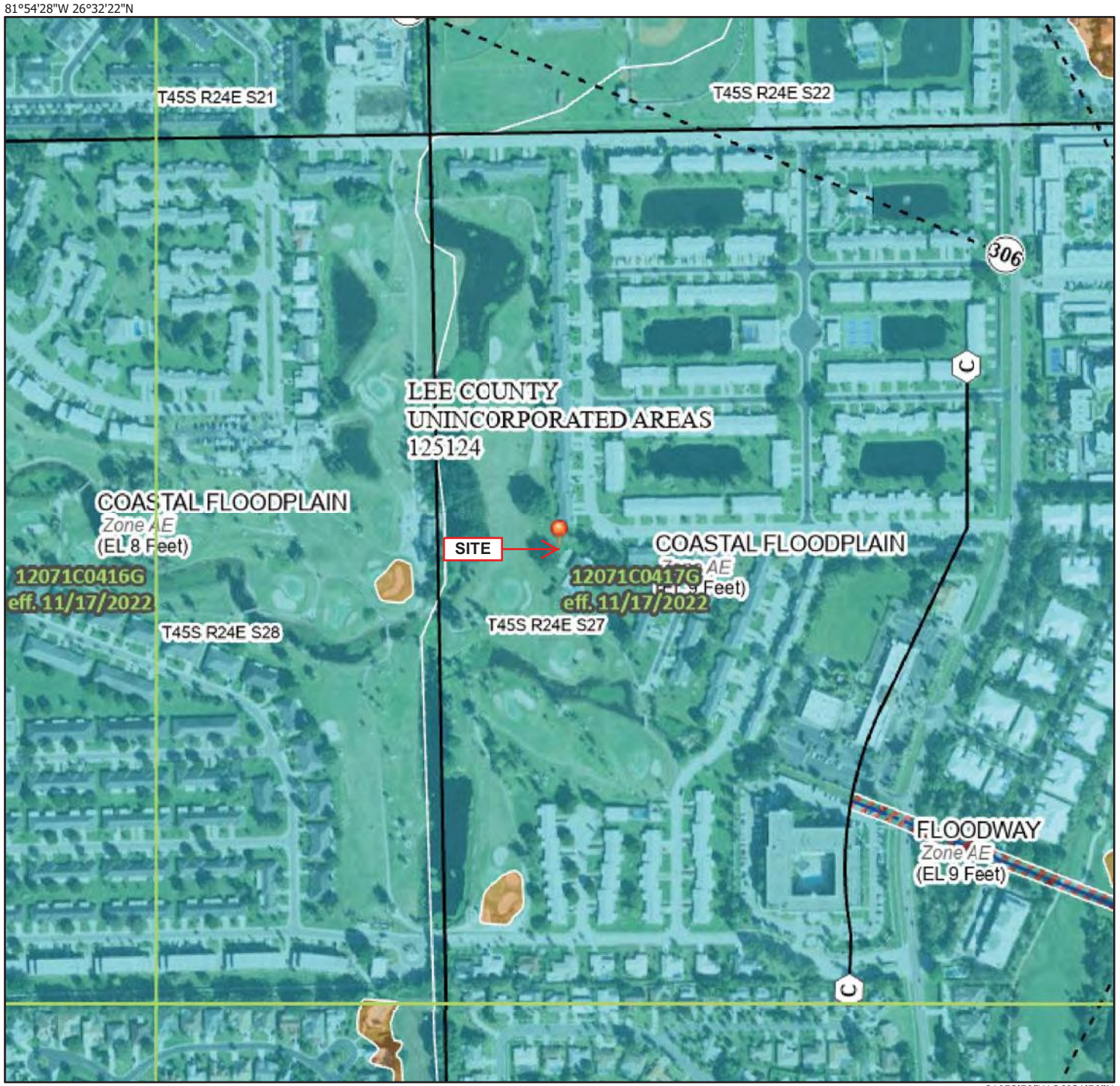
Notification Received: 08/16/2023
Notification ID: 270699
Tower Owner Individual or Entity Name: VB BTS II, LLC
Consultant Name: Dina M Bazzill
Street Address: 1375 Union Hill Industrial Court
Suite A

APPENDIX F

Floodplain Information

National Flood Hazard Layer FIRMette

FEMA



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/18/2023 at 3:54 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

APPENDIX G

Wetland Information

U.S. Fish and Wildlife Service
National Wetlands Inventory

US-FL-7108 (Myerlee)



August 18, 2023

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

ENVIRONMENTAL CORPORATION OF AMERICA
ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

September 21, 2023

Lee County Historic Preservation Board
P.O. Box 398
Fort Myers, FL 33902-0398

Attention: **Mr. Anthony Rodriguez, AICP – Principal Planner**

Subject: **Proposed 149-Foot Tall Monopole Telecommunications Structure**
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project #: 23-002566

Dear Mr. Rodriguez:

VB BTS II, LLC is proposing to construct a 154-foot tall (overall height) monopole telecommunications structure located near 1428 Edgewater Circle, Fort Myers, Lee County, Florida (N26° 32' 06.3"; W81° 54' 08.9"). **A map is included for your reference.** In accordance with the Federal Communications Commission (FCC) regulation at 47 C.F.R. 1.1307(a)(4), we are providing notice to you and seeking any comments that you may have regarding the effect of the proposed action described above on **Historic Properties** in your community. Please note that a **historic property** is defined in Section II.A.9. of the FCC's 2004 Nationwide Programmatic Agreement as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the **National Register of Historic Places (NRHP)**. Based on your level of interest in the project, you may wish to become a consulting party. ***This notice is not intended to supplant any local zoning or permitting requirements but is necessary before we can request review of the action by the State Historic Preservation Office (SHPO).***

We welcome any comments that you may have regarding any **Historic Properties listed on or eligible for listing on the NRHP** that may be affected by the undertaking. Please direct your comments to Annamarie Howell, Environmental Corporation of America, 1375 Union Hill Industrial Court, Suite A, Alpharetta, Georgia 30004, 770-667-2040 x 108 or via email to publicnotice@eca-usa.com. As we would like to submit the project to the SHPO for review as soon as possible, we request that you provide any documents that you may have within 30 days. Thank you for your cooperation.

Sincerely,
Environmental Corporation of America

Colette V. Gabler, MA, RPA
Senior Project Manager

Autumn DuBois, MA, RPA
Principal Investigator

Google Maps 26°32'06.3"N 81°54'08.9"W



Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 500 ft



26°32'06.3"N 81°54'08.9"W

26.535083, -81.902472

Directions Save Nearby Send to phone Share

6988 Edgewater Cir, Fort Myers, FL 33919

G3PX+22J Cypress Lake, Florida

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September 21, 2023

Fort Myers Historic Commission
1825 Hendry Street, Suite 101
Fort Myers, FL 33901-7976

Attention: **Ms. Nicole DeVaughn – Planning Manager**

Subject: **Proposed 149-Foot Tall Monopole Telecommunications Structure**
(154-Foot Overall Height Including Appurtenances)
US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project #: 23-002566

Dear Ms. DeVaughn:

VB BTS II, LLC is proposing to construct a 154-foot tall (overall height) monopole telecommunications structure located near 1428 Edgewater Circle, Fort Myers, Lee County, Florida (N26° 32' 06.3"; W81° 54' 08.9"). **A map is included for your reference.** In accordance with the Federal Communications Commission (FCC) regulation at 47 C.F.R. 1.1307(a)(4), we are providing notice to you and seeking any comments that you may have regarding the effect of the proposed action described above on **Historic Properties** in your community. Please note that a **historic property** is defined in Section II.A.9. of the FCC's 2004 Nationwide Programmatic Agreement as any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the **National Register of Historic Places (NRHP)**. Based on your level of interest in the project, you may wish to become a consulting party. ***This notice is not intended to supplant any local zoning or permitting requirements but is necessary before we can request review of the action by the State Historic Preservation Office (SHPO).***

We welcome any comments that you may have regarding any **Historic Properties listed on or eligible for listing on the NRHP** that may be affected by the undertaking. Please direct your comments to Annamarie Howell, Environmental Corporation of America, 1375 Union Hill Industrial Court, Suite A, Alpharetta, Georgia 30004, 770-667-2040 x 108 or via email to publicnotice@eca-usa.com. As we would like to submit the project to the SHPO for review as soon as possible, we request that you provide any documents that you may have within 30 days. Thank you for your cooperation.

Sincerely,
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Colette V. Gabler, MA, RPA
Senior Project Manager

Autumn DuBois, MA, RPA
Principal Investigator

Google Maps 26°32'06.3"N 81°54'08.9"W



Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 500 ft



26°32'06.3"N 81°54'08.9"W

26.535083, -81.902472

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Phase I Environmental Site Assessment

VB BTS II, LLC Site US-FL-7108 (Myerlee)

1428 Edgewater Circle
Fort Myers, Lee County,
Florida

ECA Project No. 23-002566



SUBMITTED TO:

VB BTS II, LLC
750 Park of Commerce Drive, Ste 200
Boca Raton, FL 33487

PREPARED BY:

Environmental Corporation of America
1340 Patton Avenue, Suite K
Asheville, NC 28806

ENVIRONMENTAL CORPORATION OF AMERICA
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September 19, 2023

VB BTS II, LLC
750 Park of Commerce Drive, Ste 200
Boca Raton, FL 33487

Attention: Mr. Richard Hickey

Subject: **Phase I Environmental Site Assessment**
VB BTS II, LLC Site US-FL-7108 (Myerlee)
1428 Edgewater Circle
Fort Myers, Lee County, Florida
ECA Project No. 23-002566

Dear Mr. Hickey:

Environmental Corporation of America (ECA) is pleased to provide this report of our Phase I Environmental Site Assessment. This work was authorized on August 14, 2023.

ECA has performed these services, in general conformance with the scope and limitations of ASTM Practice E 1527-21, for the site US-FL-7108 (Myerlee) located at 1428 Edgewater Circle, Fort Myers, Lee County, Florida, herein referred to as the subject property. Any exceptions to, or deletions from this practice are described in Section 2.4 of this report.

This assessment has not revealed evidence of recognized environmental conditions in connection with the subject property. Based on the findings, further assessment of the subject property is not warranted at this time.

ECA appreciates this opportunity to provide you with these professional services. If you have any questions regarding this report, please call us at (770) 667-2040.

Sincerely yours,

Environmental Corporation of America

Misti Hamrick
Project Scientist

Ben Salter
Principal Scientist

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DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

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1.0 SUMMARY

ECA was retained by VB BTS II, LLC to conduct a Phase I Environmental Site Assessment of the subject property in accordance with ASTM E1527-21. The subject property location is shown in Figures 1, 2, and 3 of Appendix A. This assessment has not revealed evidence of recognized environmental conditions in connection with the subject property. Based on the findings, further assessment of the subject property is not warranted at this time.

2.0 INTRODUCTION

2.1 Purpose

The purpose of this assessment was to identify "recognized environmental conditions" in connection with the subject property by means of record reviews, site reconnaissance, interviews, and preparation of this report.

A *recognized environmental condition* is defined by the ASTM E1527-21 standard as (1) "the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) under conditions that pose a material threat of a future release to the environment."

A *controlled recognized environmental condition* is defined by the ASTM E1527-21 standard as "a recognized environmental condition affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place to implementation of required controls (for example, activity and use limitations or other property use limitations)."

A *historical recognized environmental condition* is defined by the ASTM E1527-21 standard as "a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations)."

A *de minimis condition* is defined by the ASTM E1527-21 standard as a condition related to a release "that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

This Phase I Environmental Site Assessment has been conducted in accordance with the American Society for Testing and Materials (ASTM) Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. Per the ASTM standard, this assessment was "intended to permit a *user* to satisfy one of the requirements to qualify for the *innocent landowner*, *contiguous property owner*, or *bona fide prospective*

purchaser limitations on CERCLA liability (hereinafter, the "*landowner liability protections*," or "*LLPs*"): that is, the practice that constitutes "*all appropriate inquiries* into the previous ownership and uses of the *property* consistent with good commercial and customary standards and practices."

2.2 Detailed Scope of Services

The following scope of work was performed to fulfill the project purpose:

- A *Records Review* was conducted to include an evaluation of the physical setting of the subject property (geology, soil and groundwater conditions, topography, floodplain and wetlands potential), database searches, and public records review. Information was sought from sources of environmental records and those regarding historical use. ECA retained Environmental Data Resources, Inc. (EDR) to conduct the database search of the applicable local, tribal, State, and Federal databases, as well as other sources, as needed or required by the ASTM standard. The appendices contain the pertinent information obtained and utilized in our records review. Section 5.0 of this report discusses the results of our records review.

- A *Site Reconnaissance* was conducted to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the subject property. Section 6.0 contains a discussion of observations made during our site reconnaissance.

- *Interviews* were conducted to assess the potential for recognized environmental conditions in connection with the subject property. Parties interviewed included individuals familiar with the subject property such as the past and present owners, operators, and occupants of the subject property (if any), and state or local government officials. Section 7.0 of this report contains the results of our interviews and a review of any information provided to us. Information provided by the user is discussed in Section 4 and responses to our interview questions are documented in Appendix E.

- This *Report* was prepared to document the results of our inquiry as well as our findings, opinions, and conclusions. The appendices contain figures, photographs, and other supporting documentation.

2.3 Significant Assumptions

Unless indicated otherwise herein, we assume that the user of this report seeks to qualify for one of the LLPs to CERCLA liability. ECA has not tried to independently verify the information provided by the parties interviewed or information gathered from other sources in the process of this assessment. ECA has relied on the information as true, accurate, and complete, unless we had reason to suspect otherwise.

2.4 Limitations and Exceptions

In accordance with ASTM E1527-21, our scope of work did not include addressing "non-scope considerations", such as asbestos-containing materials, lead-based coatings, endangered species,

indoor air quality, radon, and mold, among other items. Unless specifically addressed herein, one should not assume that such items were included in our scope of work. The potential for wetlands and/or waters and the flood potential of the subject property were evaluated, even though normally considered “non-scope considerations”.

ECA performed no subsurface investigation as part of this assessment and removed no on-site vegetation. Therefore, it is possible that evidence of regulated substances not encountered during our site inspection exists below grade or beneath vegetation, pavement, or structures which may cover portions of the subject property. No sampling or testing of materials was conducted unless specified herein.

This report contains our evaluation of information gathered at the time of our assessment. Subsequent changes in site conditions, available information, or subsequent releases which result in material impact to the subject property were not considered in this study.

During the site visit, ECA visually and physically observed the subject property (by sight and smell) and accessible structures on the subject property to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles and in conformance with Section 9 of ASTM Practice E1527-21.

2.5 Special Terms and Conditions

This assessment was performed in accordance with generally accepted methods and practices of the profession. The conclusions are based on “reasonably ascertainable” information and are not to be considered scientific certainties. The intent of this study was to identify environmental concerns that would be obvious to an environmental professional exercising due diligence and is not intended to represent an exhaustive research of all potential hazards that may exist. Unless addressed specifically herein, special terms and conditions in relation to this project are not included in this assessment.

2.6 User Reliance

This study and report have been prepared on behalf of and for the exclusive use of VB BTS II, LLC (user) solely for their use and reliance in the environmental assessment of the Property. This report was prepared for and may be relied upon by VB BTS II, LLC, their respective subsidiaries, and their respective successors, assigns and/or affiliates. Any rating agency, issuer, purchaser or underwriter of any security collateralized or otherwise backed by the property that is the subject of this report or any loans placed upon the property may further rely upon the report. VB BTS II, LLC, also consents to the inclusion of this report in any form, whether in paper or digital format, including any electronic media such as CD-ROM or the internet, in the Prospectus Supplement relating to any securitization transaction, and VB BTS II, LLC, consents to the reference to our firm under the caption 'Experts' in such Prospectus Supplement.

3.0 SITE DESCRIPTION

3.1 Location and Legal Description

As shown on the figures in Appendix A, the subject property is located at and described as follows:

Address: 1428 Edgewater Circle, Fort Myers, Lee County, Florida
Description: VB BTS II, LLC proposes an approximate 2,841-square foot irregularly shaped lease area, an approximate 90-foot long by 20-foot wide access/utility easement and an approximate 250-foot long by 15-foot wide utility easement.

The approximate latitude and longitude of the lease area (center) are as follows:

Latitude: 26° 32' 06.3" N
Longitude: 81° 54' 08.9" W

A legal description of the subject property was provided and is included in Appendix A. A Site Vicinity Plan is also included on Figure 2 of Appendix A.

3.2 Subject Property and Vicinity General Characteristics

The subject property consists of maintained grassed land and a small area of concrete pavement within the proposed access/utility easement. The subject property is located in an area generally characterized by recreational and residential development.

3.3 Current Use of the Subject Property

The subject property is currently maintained grassed land and a small area of concrete pavement within the proposed access/utility easement and is not utilized for a particular purpose.

3.4 Descriptions of Improvements on the Subject Property

Other than a small area of concrete pavement within the proposed access/utility easement, ECA did not observe improvements on the subject property.

3.5 Current Uses of Adjoining and Surrounding Properties

Direction	Occupant	Use	Comments
North	Residential development	Residential	Environmental concerns were not observed or identified

Direction	Occupant	Use	Comments
South	Residential development (club house) followed by Myerlee Country Club golf course	Mixed use	Environmental concerns were not observed or identified
East	Edgewater Circle followed by residential development	Residential	Environmental concerns were not observed or identified
West	Myerlee Country Club golf course	Recreational	Environmental concerns were not observed or identified

The surrounding area is generally occupied by golf course and residential development. The adjoining property and surrounding area uses are further identified on Figure 2 of Appendix A.

4.0 USER PROVIDED INFORMATION

It is ECA's understanding that VB BTS II, LLC is considering a lease of the subject property for the purpose of developing a telecommunications facility. ECA was retained to provide this Phase I Environmental Site Assessment to identify recognized environmental conditions in connection with the subject property prior to the real estate transaction.

In accordance with Section 6 (User's Responsibilities) of ASTM E1527-21, the Client is responsible for providing the following information. VB BTS II, LLC provided ECA personnel with the site location and site contact information. ECA also requested information within the following sections. See Appendix E for a copy of the user questionnaire, if provided.

4.1 Title Records

ECA has not been provided with a chain-of-title for the subject property. However, ECA will review and comment on such if provided to us. ECA may have been informed of, or discovered through interviews, general information regarding prior ownership of the subject property. If so, such information is discussed in Sections 5.4 and 7. However, this should not be construed to be a title search as normally conducted by a title professional.

4.2 Environmental Liens or Activity and Use Limitations

It is ECA's understanding that the user has not discovered any environmental liens or Activity and Use Limitations (AULs) on the subject property. Research for such liens or AULs is normally conducted by a title professional.

4.3 Specialized Knowledge

ECA questioned the user regarding available information concerning the subject property and the pending transaction. Specialized knowledge of environmental issues was not provided to ECA. The results of these inquiries are discussed herein as appropriate.

4.4 Commonly Known or Reasonably Ascertainable Information

The user did not provide other information commonly known in the community or reasonably ascertainable regarding the subject property that would indicate a recognized environmental condition.

4.5 Valuation Reduction for Environmental Issues

ECA has not been informed of any reduction in the value of the subject property below the fair market value. If there has been a reduction, the user should consider this in light of the information reported herein, try to identify an explanation for the reduction, and document this evaluation.

4.6 Reason for Performing Phase I

It is ECA's understanding that the user has requested this assessment to qualify for one of the landowner liability protections (LLPs) to CERCLA liability. ECA also assumes that there may be other business-related reasons for requesting this assessment that we are unaware of and have not specifically been addressed.

4.7 Other

No additional information regarding the subject property was provided by the user.

5.0 RECORDS REVIEW

5.1 Standard Environmental Record Sources

Environmental Data Resources, Inc. (EDR) was retained to provide a database search of the applicable record sources, as required by the ASTM standard. Federal, State, local, and tribal environmental databases were reviewed to obtain information that might identify recognized environmental conditions (RECs) in connection with the subject property.

Regulated and non-regulated facilities identified on the federal, state, local, and tribal databases located within the standard ASTM search distances of the subject property along with information obtained from the various regulatory databases, are included on the EDR report in Appendix D. If considered warranted, ECA may have also reviewed agency files for additional environmental information on listed facilities that are considered likely to represent a recognized environmental condition.

The subject property did not appear on the databases reviewed. Additional facilities were identified on the databases searched within the standard ASTM distances from the subject property. However, based on factors such as distance, presumed or documented groundwater flow direction, hydrologic barriers, relative topography and/or current regulatory status, the remaining listings identified by EDR are not considered recognized environmental conditions. Additional information pertaining to both the subject property listings and the additional listed facilities are included in the EDR Radius Map report in Appendix D.

Sometimes facilities are identified that cannot be mapped based on the information in the databases (called orphan or unmappable sites). This list in the EDR report was reviewed and ECA identified no such facilities to be of concern on and/or near the subject property.

5.1.1 Vapor Encroachment

Incidents involving chemicals of concern (COC) were not identified in the EDR Environmental Database Report within the critical distance (up to 100 feet cross gradient from the nearest property line) of the subject property. Based on this information, a vapor encroachment condition (VEC) can be ruled out.

5.2 Additional Environmental Record Sources

ECA contacted the local fire, health, and building departments for additional information on the subject property. Information obtained is included within Section 7.2 of this report. No additional environmental record sources were reviewed.

5.3 Physical Setting Source(s)

5.3.1 Subject Property Topography and Hydrology

As shown on Figure 1 in Appendix A, the subject property can be described as follows:

Topographic Maps[1]:	Fort Myers SW, FL (2021)
Interpreted Surface Slope:	West at lease area
Influencing Hydrologic Features:	Canal located approximately 290 feet west of proposed lease area

ECA assumes that groundwater probably flows in the general direction of the inferred ground surface slope, which is likely towards the west. However, groundwater flow direction cannot be accurately determined unless a detailed subsurface investigation is performed.

5.3.2 Subject Property Geology and Soil Conditions

Geologically, the subject property is located within the Coastal Plain Physiographic Province. The Coastal Plain is the flattest of all physiographic provinces, and slopes gently seaward from

[1] USGS Topographic Quadrangle Map (7.5 min. series)

the inland highlands in a series of terraces. The gentle slope continues into the Atlantic Ocean and the Gulf of Mexico, ultimately forming the continental shelf. Soils in the Coastal Plain are the result of deposition of sediments in a former marine environment. Sediments underlying the surface in this area consist of interlayered sands, silts, and clays. Sediments are stratified and relatively unconsolidated. These soils vary from sands and clays to interbedded deposits of both sand and clay. In some low-lying areas near present streams or drainage features, the originally deposited soils may be overlain by geologically younger water-deposited (alluvial) soils.

According to the USDA Natural Resources Conservation Service Soil Survey, soils found at the subject property consist of Matlacha gravelly fine sand-Urban land complex, 0 to 2 percent slopes (7). The Matlacha complex consists of somewhat poorly drained and are composed of sandy dredge and fill materials that contain fragments of diagnostic horizons.

5.3.3 Flooding and Wetland Potential

FEMA FIRM Panel:	12071C0417G dated November 17, 2022
Flood Zone Designation:	AE
Special Flood Hazard Area?	Yes; subject property is in Zone AE with a base flood elevation of 9 Feet

At the federal level, the U.S. Army Corps of Engineers (USACE) has been given primary responsibility for regulating jurisdictional waters and wetlands. In order for the USACE to have jurisdiction over wetlands, certain wetland characteristics must be present. The delineation of possible wetlands was not within the scope of this assessment and based on a review of the National Wetlands Inventory data, the subject property is not mapped as a wetland area. However, an excavated canal is mapped approximately 290 feet west of the lease area. During our site reconnaissance ECA observed this feature; however, ECA did not observe evidence that this body of water will be impacted by the proposed development within the subject property.

5.4 Historical Use of the Subject Property and Adjoining Properties

Per the ASTM standard, “all obvious uses of the subject property shall be identified from the present, back to the subject property’s first developed use, or back to 1940, whichever is earlier.” ECA has reviewed the following sources of information to determine the historical uses and activities on and adjoining the subject property:

- Historic USGS topographic maps dated 1958 (photorevised 1987)
- Historic aerial photographs dated 1958, 1985, 1995, 1999, 2007, 2010, 2019, and 2023

5.4.1 Owner Interview

ECA was provided contact information by the client for the property owners, Myerlee Golfside East Condominium Association, and attempted to contact them via phone to complete a landowner questionnaire. As of the date of this report, ECA has not received a response. The lack of owner interview information is considered a data gap, as defined in the ASTM E1527.

However, based on the site observations and historic resources reviewed it appears that the subject property has been occupied by agricultural and/or grassed land from at least 1958 until the present day. Based on the historic use of the land, the lack of owner interview information is not considered a 'significant' data gap. Should pertinent information be obtained, which either supports or disproves ECA's findings, ECA will forward the information under separate cover.

5.4.2 Historic Topographic Maps

Year	Apparent Subject Property Use	Adjoining Property Uses
1958 (photorevised 1987)	Vacant land (shaded white); black square and/or polygons indicative of buildings are not depicted	**N** – Vacant land and urban development **S -** Vacant land and urban development followed by a body of water **E -** Road followed by urban development **W** – Vacant land followed by a body of water

5.4.3 Historic Aerial Photography

Year	Apparent Subject Property Use	Adjoining Property Uses
1958	Agricultural land	**N-** Agricultural land **S-** Agricultural land and a canal **E-** Agricultural land and a canal **W-** Agricultural land and a canal
1985, 1995, 1999, 2007, 2010, 2019, 2023	Maintained grassed land	**N-** Residential development **S-** Residential development **E-** Road followed by residential development **W-** Golf Course

5.4.4 City Directories

Based on the historically undeveloped nature of the subject property and the mostly residential character of the surrounding area, historical city directories are not expected to be available and/or useful in determining historic uses. Therefore, a review of city directories was not conducted for the subject property.

5.4.5 Sanborn Fire Insurance Maps

Based on the historically undeveloped nature of the subject property and the mostly residential character of the surrounding area, Sanborn fire insurance maps are not expected to be available and/or useful in determining historic uses. Therefore, a review of Sanborn fire insurance maps was not conducted for the subject property.

5.4.6 Other Historic Use Information

Based on the historically undeveloped nature of the subject property and the mostly residential of the subject property, ECA relied on the previously discussed historical resources for information concerning the subject property and surrounding area. Additionally, after reviewing the land use history obtained using the above referenced sources, a review of the other standard sources of historic use information was not considered necessary to satisfy the ASTM standard.

5.4.7 Summary of Historic Uses

Based on the review of the historic information sources listed above, it appears that the subject property was occupied by agricultural land in 1958 and between 1958 and 1985 the surrounding area was developed with residential development and a golf course, and it has been maintained grassed area since that time. The historic sources reviewed did not indicate a recognized environmental condition in connection with past uses of the subject property. Please see Sections 5.4.1 through 5.4.6 for additional information concerning the historical use of the subject property.

ECA was not able to identify the historical uses of the subject property before 1958 and between 1958 and 1985 (27 years). Therefore, a *data failure* and *data gap* exist, as defined in ASTM E1527-21. However, the *data failure* and *data gap* do not represent a 'significant' *data gap* since there is no "reasonable concern" about the prior historical use since the earliest source dated 1958 indicates the subject property as agricultural and/or grasses land and there is no indication that it was otherwise developed prior to that date or between 1958 and 1985.

6.0 SITE RECONNAISSANCE

6.1 Methodology and Limiting Conditions

The objective of ECA's site reconnaissance was to obtain information, by visually and physically observing the subject property and vicinity (by sight and smell), which could likely lead to the identification of recognized environmental conditions in connection with the subject property. The site reconnaissance was performed by Mr. Josh Wackett on September 6, 2023.

6.2 General Site Setting

6.2.1 Current Uses of the Subject Property

At the time of the site reconnaissance, the subject property was occupied by maintained grassed land and a small area of concrete pavement within the access/utility easement.

6.2.2 Current Uses of Adjoining Properties

ECA attempted to observe conditions on the adjoining properties and the vantage points were generally limited to the subject property and parent tract as well as existing public roads. ECA did not enter private properties that were not open to the public. The current uses outlined below were determined either by direct observation or recent aerial photography.

Current adjoining land uses are as follows:

Direction	Occupant	Use	Potential Concerns
North	Residential development	Residential	Environmental concerns were not observed or identified
South	Residential development (club house) followed by Myerlee Country Club golf course	Mixed use	Environmental concerns were not observed or identified
East	Edgewater Circle followed by residential development	Residential	Environmental concerns were not observed or identified
West	Myerlee Country Club golf course	Recreational	Environmental concerns were not observed or identified

No current uses of adjoining properties were discovered that are recognized environmental conditions.

6.2.3 Current Uses of Surrounding Area

The area surrounding the subject property consists of residential development and a golf course. No uses of surrounding properties are considered to be recognized environmental conditions. ECA was only able to observe the general use of the surrounding properties; therefore, there could be recognized environmental conditions that were not discovered.

6.3 Subject Property Observations

Photographs were taken of noteworthy areas of the subject property and vicinity and are included in Appendix B. The locations where the photographer was standing and the directions the photographer was facing are indicated on Figure 2 in Appendix A.

The subject property is occupied by maintained grassed land and a small area of concrete pavement within the access/utility easement. ECA did not observe obvious evidence of staining, petroleum odors and/or stressed vegetation indicative of a release within the subject property or adjacent areas.

A pad mounted electrical transformer was observed at the northern end of the proposed utility easement. The transformer was not labeled with the PCB content or a blue dot. The transformer is presumed to be non-PCB containing. ECA did not observe obvious evidence of staining,

petroleum odors and/or stressed vegetation indicative of a release in the vicinity of the transformer.

In summary, observations made during the site reconnaissance were not indicative of the presence of a recognized environmental condition relative to the subject property. On site observations are summarized further in the table below

Item	Observed	Description
Storage Tanks (UST, AST)	No	N/A
Odors, Pools of Liquid, Ponds, Lagoons	No	N/A
Drums	No	N/A
Hazardous Materials/Waste and Petroleum Products	No	N/A
Unidentified Substance Containers	No	N/A
PCBs (and related equipment)	Yes	A pad mounted electrical transformer was observed
Stained Soil or Pavement	No	N/A
Stressed Vegetation	No	N/A
Solid Waste	No	N/A
Wastewater	No	N/A
Wells	No	N/A
Other Notable Observations	No	N/A

6.4 Offsite Observations

In the areas surrounding the subject property, ECA observed residential development to the north, east, and south and a golf course to the south and west. Additionally, Edgewater Circle was observed to the east of the proposed access/utility easement. Offsite observations made during the site reconnaissance were not indicative of the presence of a recognized environmental condition relative to the subject property.

7.0 INTERVIEWS

ECA interviewed the following parties to determine if they had specialized knowledge of the subject property that might indicate recognized environmental conditions. The interviews are documented in Appendix E.

7.1 Interview with Owner

ECA was provided contact information by the client for the property owners, Myerlee Golfside East Condominium Association, and attempted to contact them via phone to complete a landowner questionnaire. As of the date of this report, ECA has not received a response. The lack of owner interview information is considered a data gap, as defined in the ASTM E1527. However, based on the site observations and historic resources reviewed it appears that the

subject property has been occupied by agricultural and/or grassed land from at least 1958 until the present day. Based on the historic use of the land, the lack of owner interview information is not considered a 'significant' data gap. Should pertinent information be obtained, which either supports or disproves ECA's findings, ECA will forward the information under separate cover.

7.2 Interview with Site Manager or Occupants

There was no site manager or occupant available for interview. As a result, ECA did not interview the site manager or occupants during the course of this assessment.

7.3 Interviews with Local Government Officials

Fire Officials

ECA contacted the Lee County Fire Department to determine if this office had records or knowledge of responses in the area of the subject property for petroleum product and/or hazardous substance releases. As of the date of this report, ECA has not received a response. If pertinent information is received that indicates a recognized environmental condition, it will be forwarded under a separate cover.

Health Department

ECA contacted the Florida Department of Health in Lee County to determine if this office had records or knowledge of responses in the area of the subject property for petroleum product and/or hazardous substance releases. As of the date of this report, ECA has not received a response. If pertinent information is received that indicates a recognized environmental condition, it will be forwarded under a separate cover.

7.4 Interviews with Others

ECA did not interview other parties regarding the subject property during the course of this assessment.

8.0 FINDINGS AND OPINIONS

Evidence of recognized environmental conditions (RECs) was not identified in connection with the subject property during the course of the assessment. Therefore, it is ECA's opinion that there has been no material impact to the subject property.

9.0 CONCLUSIONS AND RECOMMENDATIONS

ECA has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the subject property. Any exceptions to, or deletions from, this practice are described in Section 2.4 of this report. This assessment has not revealed evidence of recognized environmental conditions in connection with the subject property. As a result, further assessment is not warranted at this time.

10.0 DEVIATIONS

Unless otherwise noted, ECA has not deviated from or deleted any requirements of the ASTM E1527-21 standard. Also, ECA was under no client-imposed constraint.

11.0 ADDITIONAL SERVICES

No other additional services were requested by the user.

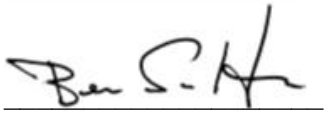
12.0 REFERENCES

Selected documents that have been referred to in this report are provided in the Appendices, as appropriate. Other documents or information used in this assessment are retained in ECA's project files and can be provided upon request from the client.

13.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

The Environmental Professional for this assessment was Mr. Ben Salter. Mr. Josh Wackett conducted the site reconnaissance. Ms. Misti Hamrick conducted the interviews and authored this report with the assistance of Donna Campbell.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312.



Ben Salter
Principal Scientist

ECA has the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. ECA has developed and performed all appropriate inquiries in general conformance with the standards and practices set forth in 40 CFR Part 312.

Misti Hamrick
Project Scientist

Ben Salter
Principal Scientist

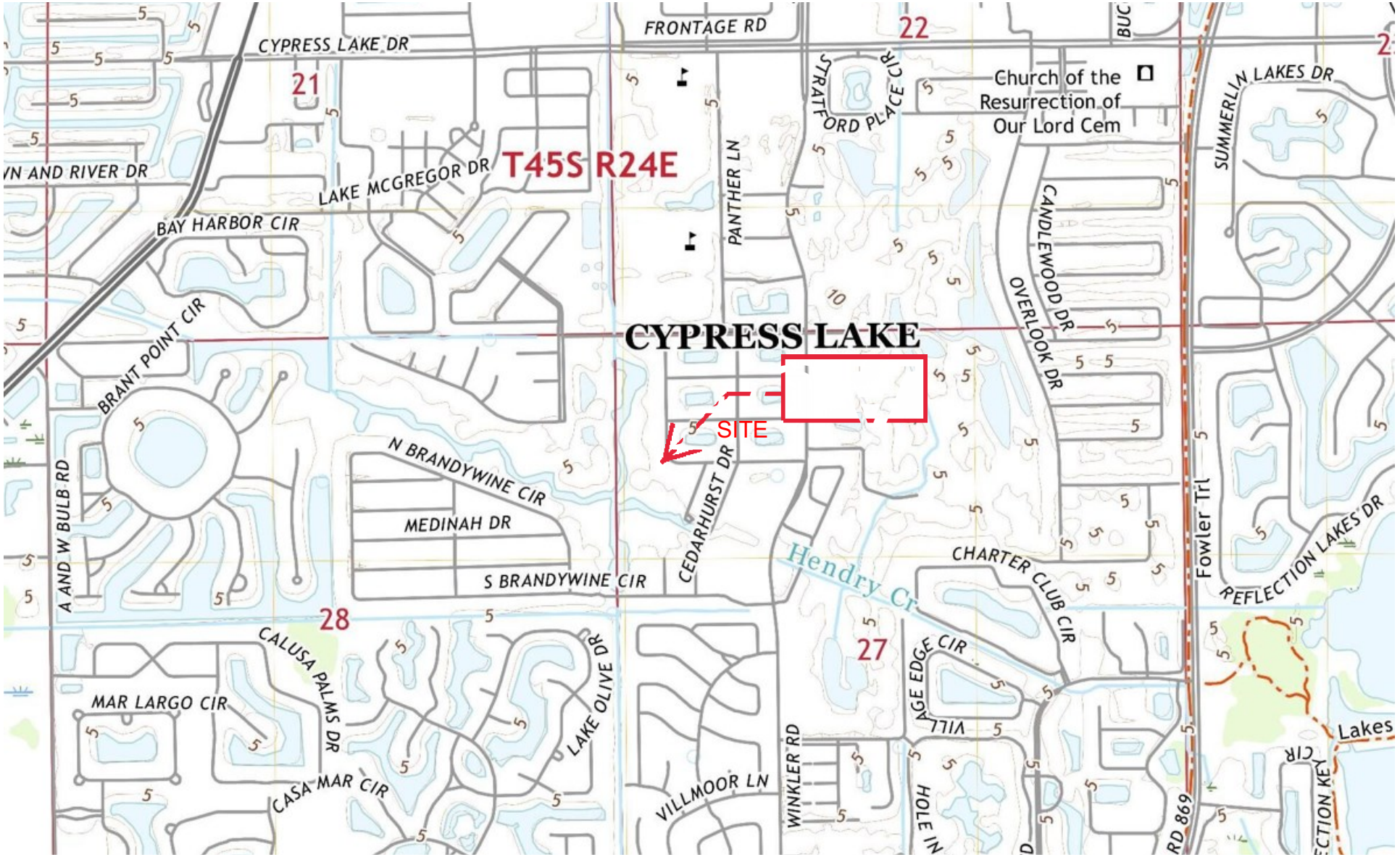
Donna Campbell
Senior Scientist

14.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

ECA utilizes only personnel experienced in performing Environmental Site Assessments for work of this kind. A senior project principal oversees the execution of the work and reviews and signs all reports. Résumés of the environmental personnel signing this report are available upon request.

APPENDIX A

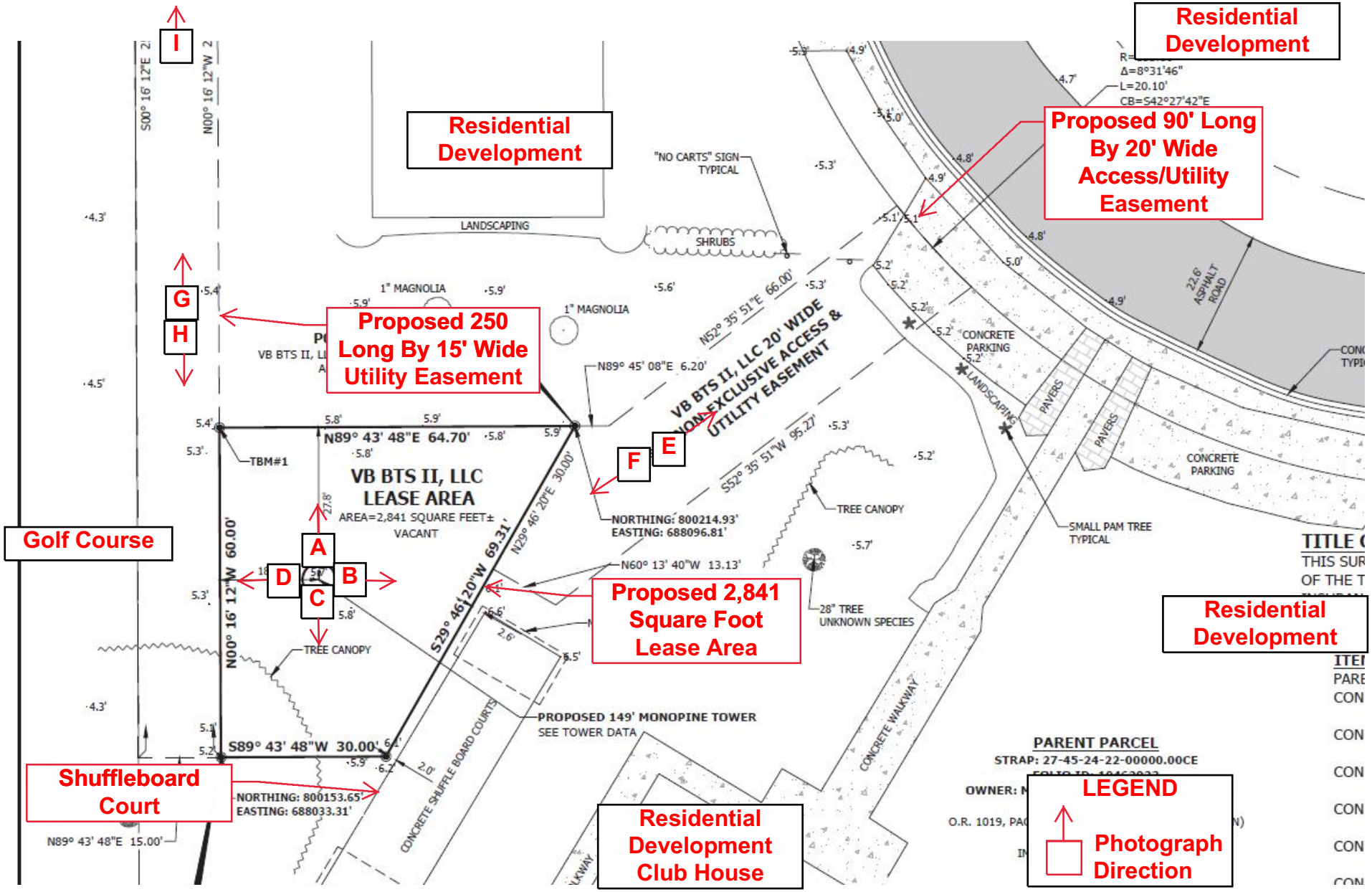
FIGURES



Source: USGS Topographic Map, 7.5 Minute Series, *Fort Myers SW, FL* (2021)

Figure 1: Site Topographic Map

ECA ID: 23-002566



Source: Client Provided

Figure 2: Site Vicinity Map

ECA ID: 23-002566



Source: Google Earth 2023

Figure 3: Aerial Photograph

ECA ID: 23-002566

U.S. Fish and Wildlife Service
National Wetlands Inventory

23-002566



August 15, 2023

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

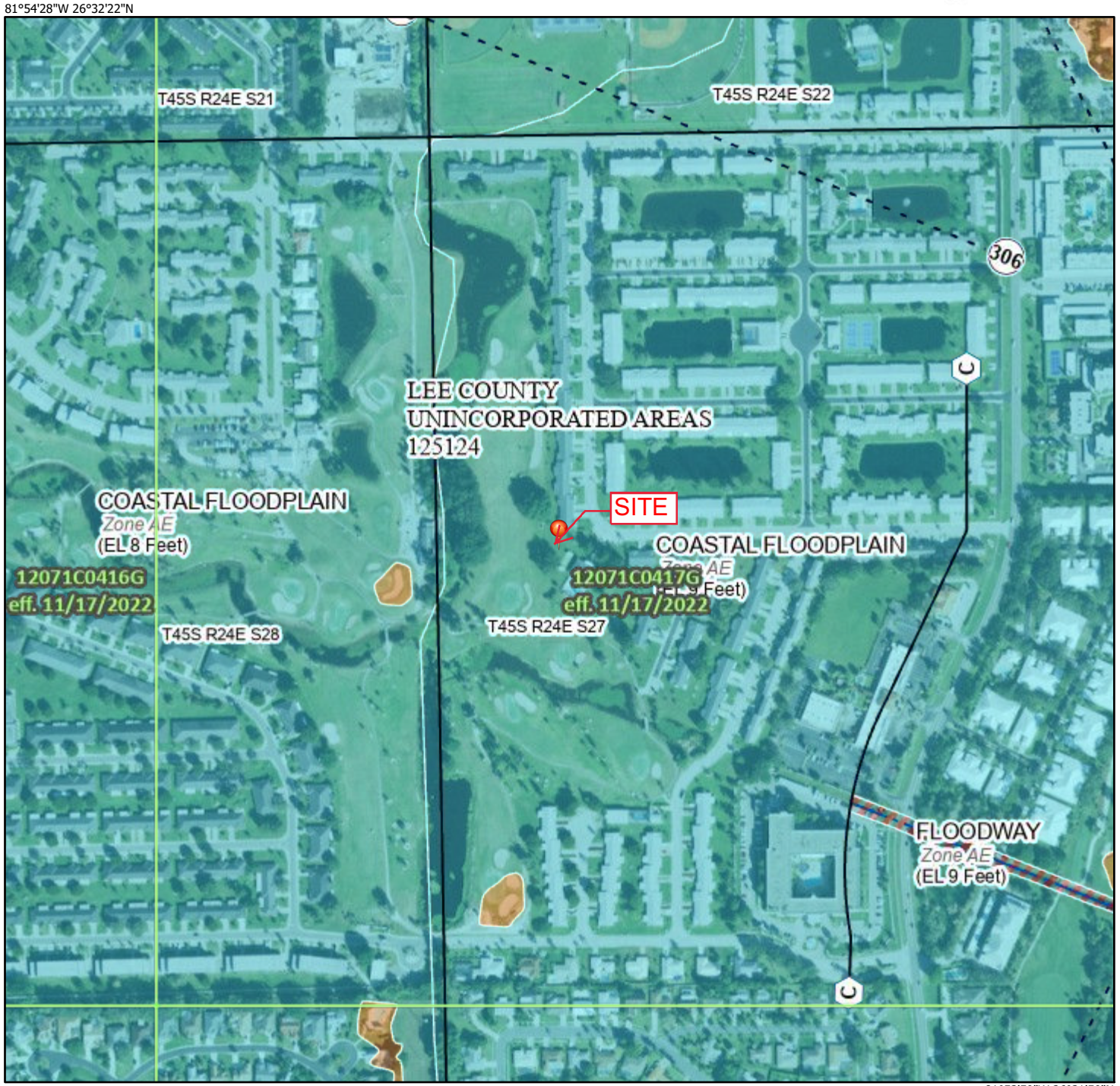
National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

DCI2024-00010 Lee County ePlan

Original application dated 03-15-2024

National Flood Hazard Layer FIRMette

FEMA



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/15/2023 at 6:03 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Soil Map—Lee County, Florida



Map Scale: 1:5,340 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 250 500 1000 1500

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lee County, Florida
Survey Area Data: Version 20, Sep 1, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 23, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

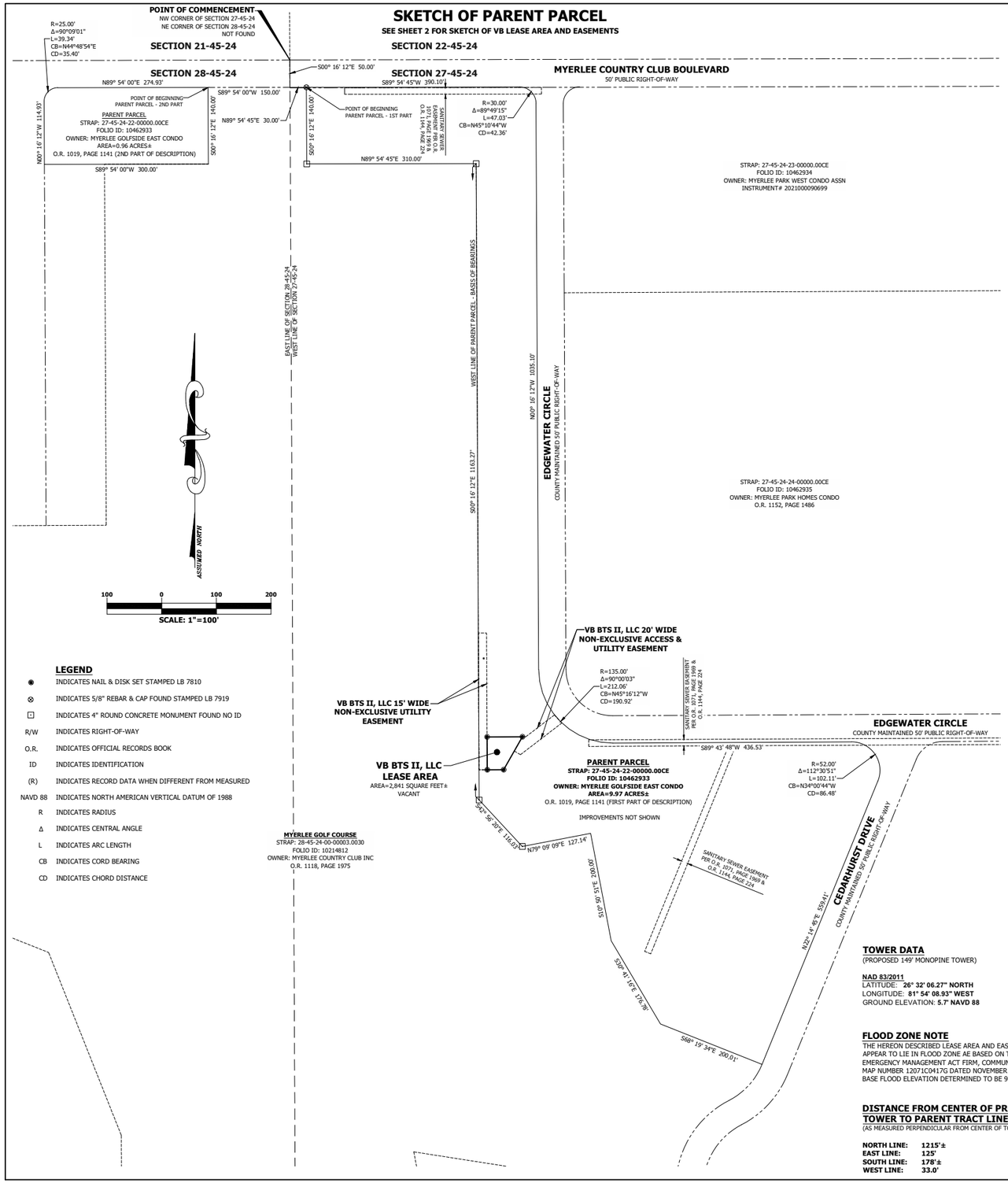
DCI2024-00010 Lee County ePlan Original application dated 03-15-2024

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7	Matlacha gravelly fine sand-Urban land complex, 0 to 2 percent slopes	107.8	91.9%
36	Immokalee sand-Urban land complex, 0 to 2 percent slopes	1.2	1.1%
64	Brynwood fine sand, wet-Urban land complex, 0 to 2 percent slopes	1.1	1.0%
102	Cypress Lake fine sand-Urban land complex, 0 to 2 percent slopes	5.3	4.5%
105	Copeland fine sandy loam, ponded-Urban land complex, 0 to 1 percent slopes	1.8	1.5%
Totals for Area of Interest		**117.3**	**100.0%**

SKETCH OF PARENT PARCEL

SEE SHEET 2 FOR SKETCH OF VB LEASE AREA AND EASEMENTS



LEGEND

◉	INDICATES NAIL & DISK SET STAMPED LB 7810
⊗	INDICATES 5/8" REBAR & CAP FOUND STAMPED LB 7919
⊡	INDICATES 4" ROUND CONCRETE MONUMENT FOUND NO ID
R/W	INDICATES RIGHT-OF-WAY
O.R.	INDICATES OFFICIAL RECORDS BOOK
ID	INDICATES IDENTIFICATION
(R)	INDICATES RECORD DATA WHEN DIFFERENT FROM MEASURED
NAVD 88	INDICATES NORTH AMERICAN VERTICAL DATUM OF 1988
R	INDICATES RADIUS
Δ	INDICATES CENTRAL ANGLE
L	INDICATES ARC LENGTH
CB	INDICATES CORD BEARING
CD	INDICATES CHORD DISTANCE

TOWER DATA

(PROPOSED 149' MONOPINE TOWER)

NAD 83/2011
LATITUDE: **26° 32' 06.27" NORTH**
LONGITUDE: **81° 54' 08.93" WEST**
GROUND ELEVATION: **5.7' NAVD 88**

FLOOD ZONE NOTE

THE HEREON DESCRIBED LEASE AREA AND EASEMENTS APPEAR TO LIE IN FLOOD ZONE AE BASED ON THE FEDERAL EMERGENCY MANAGEMENT ACT FIRM, COMMUNITY PANEL MAP NUMBER 12071C0417G DATED NOVEMBER 17, 2022. BASE FLOOD ELEVATION DETERMINED TO BE 9.0' NAVD 88.

DISTANCE FROM CENTER OF PROPOSED TOWER TO PARENT TRACT LINES

(AS MEASURED PERPENDICULAR FROM CENTER OF TOWER)

NORTH LINE: 1215'±
EAST LINE: 125'
SOUTH LINE: 178'±
WEST LINE: 33.0'

BOUNDARY & TOPOGRAPHIC SURVEY OF VB BTS II, LLC LEASE AREA

IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

PARENT PARCEL DESCRIPTION (PER REFERENCED TITLE COMMITMENT & O.R. 1019, PAGE 1141)

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 28 AND SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF AFORESAID SECTION 27; THENCE S 0° 16 2" E ALONG THE WEST LINE OF AFORESAID SECTION 27 A DISTANCE OF 50.00 FEET; THENCE N 89° 54' 45 E, A DISTANCE OF 30.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S 0° 16' 12" E A DISTANCE OF 140.00 FEET; THENCE N 89° 54' 45" E, A DISTANCE OF 310.00 FEET; THENCE S 0° 16' 12" E, A DISTANCE OF 1163.27 FEET; THENCE S 42° 56' 20" E, A DISTANCE OF 116.03 FEET; THENCE N 79° 09' 09" E, A DISTANCE OF 127.14 FEET; THENCE S 10° 50' 51" E, A DISTANCE OF 200.00 FEET; THENCE S 30° 41' 16" E, A DISTANCE OF 176.78 FEET; THENCE S 68° 19' 34" E, A DISTANCE OF 200.00 FEET; THENCE N 22° 14' 45" E, A DISTANCE OF 559.41 FEET; THENCE BY CURVE DEFLECTING TO THE LEFT A DISTANCE OF 102.12 FEET, SAID CURVE HAVING A RADIUS OF 52.00 FEET AND A CHORD THAT BEARS N 34° 00' 44" W, A DISTANCE OF 86.48 FEET; THENCE S 89° 43' 48" W, A DISTANCE OF 436.53 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 212.06 FEET, SAID CURVE HAVING A RADIUS OF 135.00 FEET AND A CHORD THAT BEARS N 45° 16' 12" W, A DISTANCE OF 190.92 FEET; THENCE N 0° 16' 12" W, A DISTANCE OF 1035.10 FEET; THENCE BY A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 47.03 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N 45° 10' 44" W, A DISTANCE OF 42.36 FEET; THENCE S 89° 54' 45 W, A DISTANCE OF 390.10 FEET TO THE PLACE OF BEGINNING.

ALSO STARTING AT THE NORTHEAST CORNER OF SECTION 28; THENCE S 0° 16' 12" E ALONG THE EASTERLY LINE OF THE AFORESAID SECTION 28, A DISTANCE OF 50.0 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE S 89° 54' W ALONG THE AFORESAID RIGHT-OF-WAY LINE A DISTANCE OF 150.0 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S 0° 16' 12" E, A DISTANCE OF 140.0 FEET; THENCE S 89° 54' W, A DISTANCE OF 300.0 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE N 0° 16' 12" W ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 114.93 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 39.34 FEET, SAID CURVE HAVING A RADIUS OF 25.0 FEET AND A CHORD THAT BEARS N 44° 48' 54" E, A DISTANCE OF 35.41 FEET; THENCE N 89° 54' E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 274.93 FEET TO THE POINT OF BEGINNING.

PARCEL ID NO.: 27-45-24-22-00000.00CE

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO L & M DEVELOPMENT CORP., A FLORIDA CORPORATION, AS TO INTEREST IN FEE SIMPLE, FROM GUY MEMOLI, INDIVIDUALLY AND AS TRUSTEE, JOINED BY HIS WIFE ROSE MEMOLI, IN A WARRANTY DEED DATED NOVEMBER 1, 1972 AND RECORDED JULY 23, 1973 IN BOOK 970, PAGE 546 IN LEE COUNTY, FLORIDA.

THIS FURTHER BEING THE SAME PROPERTY CONVEYED TO MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, AN ASSOCIATION ORGANIZED PURSUANT TO CHAPTER 711, LAWS OF FLORIDA, 1971, AS TO MANAGEMENT RIGHTS, FROM L & M DEVELOPMENT CORP., A FLORIDA CORPORATION IN A DECLARATION OF CONDOMINIUM OF MYERLEE GOLF EAST CONDOMINIUM DATED JUNE 23, 1974 AND RECORDED JUNE 24, 1974 IN BOOK 1019 PAGE 1141 IN LEE COUNTY, FLORIDA.

VB BTS II, LLC LEASE AREA DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N00° 16' 12"W FOR 60.00 FEET; THENCE N89° 43' 48"E FOR 64.70 FEET; THENCE S29° 46' 20"W FOR 69.31 FEET; THENCE S89° 43' 48"W FOR 30.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING AND BEING IN LEE COUNTY, FLORIDA, CONTAINING 2,841 SQUARE FEET MORE OR LESS.

VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT DESCRIPTION

A 20-FEET WIDE NON-EXCLUSIVE EASEMENT STRIP OF LAND FOR THE PURPOSES OF ACCESS AND UTILITIES LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET; THENCE N00° 16' 12"W FOR 60.00 FEET; THENCE N89° 43' 48"E FOR 64.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND; THENCE CONTINUE N89° 45' 08"E FOR 6.20 FEET; THENCE N52° 35' 51"E FOR 66.00 FEET, TO A NON-TANGENT POINT ON A CURVE AND AN INTERSECTION WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF EDGEWATER CIRCLE (A COUNTY MAINTAINED 50' RIGHT-OF-WAY); THENCE SOUTHEASTERLY FOR 20.10 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 135.00 FEET, CENTRAL ANGLE OF 8° 31' 46", SUBTENDED BY A CHORD HAVING A LENGTH OF 20.08 FEET AND BEARING S42° 27' 42"E; THENCE S52° 35' 51"W FOR 95.27 FEET; THENCE N60° 13' 40"W FOR 13.13 FEET; THENCE N29° 46' 20"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT DESCRIPTION

A 15-FEET WIDE NON-EXCLUSIVE EASEMENT STRIP OF LAND FOR THE PURPOSES OF UTILITIES LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET; THENCE N00° 16' 12"W FOR 250.00 FEET; THENCE S89° 43' 48"W FOR 15.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WEST LINE OF THE PARENT PARCEL AS BEARING S00° 16' 12"E.

2. THE BOUNDARY & TOPOGRAPHIC SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED JUNE 13, 2023.

3. THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. CENTER OF PROPOSED TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON WERE ESTABLISHED FROM RTK GPS OBSERVATIONS REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). THE VALUES FOR THE PROPOSED TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON EXCEED FAA "1-A" ACCURACY REQUIREMENTS. ELEVATIONS SHOWN HEREON ARE NAVD 88 AND REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN) AND NGS BENCHMARK L 719 (PID: DN3746) HAVING A PUBLISHED ELEVATION OF 5.07' NAVD 88.

5. THE PURPOSE OF THIS SURVEY IS TO SET MONUMENTATION FOR A PROPOSED TOWER SITE LEASE AREA AND PROVIDE LEGAL DESCRIPTIONS FOR SAID LEASE AREA AND ASSOCIATED EASEMENTS. THIS IS NOT A SURVEY OF THE PARENT TRACT.

6. MEASURED BEARINGS AND DISTANCES WERE IN SUBSTANTIAL AGREEMENT WITH RECORD DATA UNLESS OTHERWISE NOTED.

7. PROPERTY TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.

8. BASED UPON OUR FIELD WORK AND THE TITLE COMMITMENT, THE VB BTS II, LLC LEASE AREA HAS ACCESS TO EDGEWATER CIRCLE (A COUNTY MAINTAINED 50' WIDE PUBLIC RIGHT-OF-WAY) BY MEANS OF THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT SHOWN IN THIS SURVEY, WHICH EASEMENT AREA LIES ENTIRELY WITHIN THE PARENT TRACT. NO EASEMENTS OR OTHER RIGHTS OF THIRD PARTIES DISCLOSED IN TO THIS SURVEYOR PRECLUDE ACCESS OVER THE PARENT TRACT FROM THE VB BTS II, LLC LEASE AREA TO EDGEWATER CIRCLE (THE PUBLIC RIGHT-OF-WAY).

9. THE VB BTS II, LLC LEASE AREA AND THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT AND THE VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT ARE LOCATED ENTIRELY WITHIN THE DESCRIBED PARENT TRACT.

10. THIS SURVEYOR HAS REVIEWED THE TITLE COMMITMENT, NUMBER VTB-130475-C, PREPARED BY TOWER AGENCY, LLC, AS AN AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 14, 2022. ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THAT COMMITMENT PERTINENT TO THE PARENT TRACT HAVE BEEN SHOWN OR NOTED HEREON.

11. AT THE TIME OF THIS SURVEY, THERE WERE NO VISIBLE ENCROACHMENTS AFFECTING THE VB BTS II, LLC LEASE AREA OR THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT OR THE VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT EXCEPT AS DEPICTED HEREON.

12. ACCORDING TO THE LEE COUNTY GOVERNMENT WEBSITE (LEEGOV.COM), EDGEWATER CIRCLE IS A COUNTY MAINTAINED PUBLIC ROAD. THE WIDTH OF EDGEWATER CIRCLE IS BASED ON THE GAP BETWEEN METES AND BOUNDS DESCRIPTIONS OF THE LANDS ON EACH SIDE OF EDGEWATER CIRCLE. RECORDING INFORMATION FOR EDGEWATER CIRCLE WAS NOT FOUND BY NOR PROVIDED TO THIS SURVEYOR.

13. THIS SURVEY CONSIST OF 2 SHEETS. SEE SHEET 2 FOR LEASE AREA AND EASEMENT DATA AND TOPOGRAPHIC INFORMATION AND ADDITIONAL INFORMATION.

TITLE COMMITMENT NOTE

THIS SURVEY MAP DEPICTS THE LOCATION OF RECORDED ENCUMBRANCES, EASEMENTS, AND OTHER MATTERS LISTED IN THE SCHEDULE B-II OF THE TITLE COMMITMENT, NUMBER VTB-130475-C, PREPARED BY TOWER AGENCY, LLC, AS AN AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 14, 2022.

SEE SHEET 2 FOR NOTES

DAVID W. STONECYPHER LICENSE No. LS6391 STATE OF Florida

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY; AND TOWER AGENCY, LLC; AND STRATEGIC MARKET SERVICES-FNT; AND VB BTS II, LLC, ITS AFFILIATES, SUBSIDIARIES & LENDERS.

THIS SURVEY HAS BEEN DIGITALLY SIGNED AND SEALED BY DAVID W. STONECYPHER, PSM, ON 7/06/2023.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

STONECYPHER SURVEYING INC.

1225 NW 16TH AVENUE GAINESVILLE, FLORIDA 32601
Tel.: (352) 379-0948
Email: dws@stone-survey.com
WWW.STONE-SURVEY.COM

Professional Surveying & Mapping Certificate of Authorization No.: LB 7810

BOOK/PAGE	52/38	SCALE	1"=100'
DRAWN	DWS	DATE	JUNE 13, 2023
CHECKED	DWS	PROJECT #	23-0053

This map prepared by: 7-6-2023
DAVID W. STONECYPHER
PROFESSIONAL SURVEYOR & MAPPER FLA. LICENSE NO. 6391

SITE NAME: MYERLEE
SITE NUMBER: US-FL-7108
1428 EDGEWATER CIRCLE, FORT MYERS, FLORIDA 33919

DRAWING # VB-MYERLEE.survey.dwg	**VB BTS II, LLC**	SHEET # **1 OF 2**

APPENDIX B

PHOTOGRAPHS



A: Northerly View of Proposed Lease Area



B: Easterly View of Proposed Lease Area



C: Southerly View of Proposed Lease Area



D: Westerly View of Proposed Lease Area

Photographs

ECA ID: 23-002566

ECA



E: Northeasterly View of Proposed Access Easement



F: Southwesterly View of Proposed Access Easement



G: Northerly View of Proposed Utility Easement



H: Southerly View of Proposed Utility Easement

Photographs

ECA ID: 23-002566

ECA



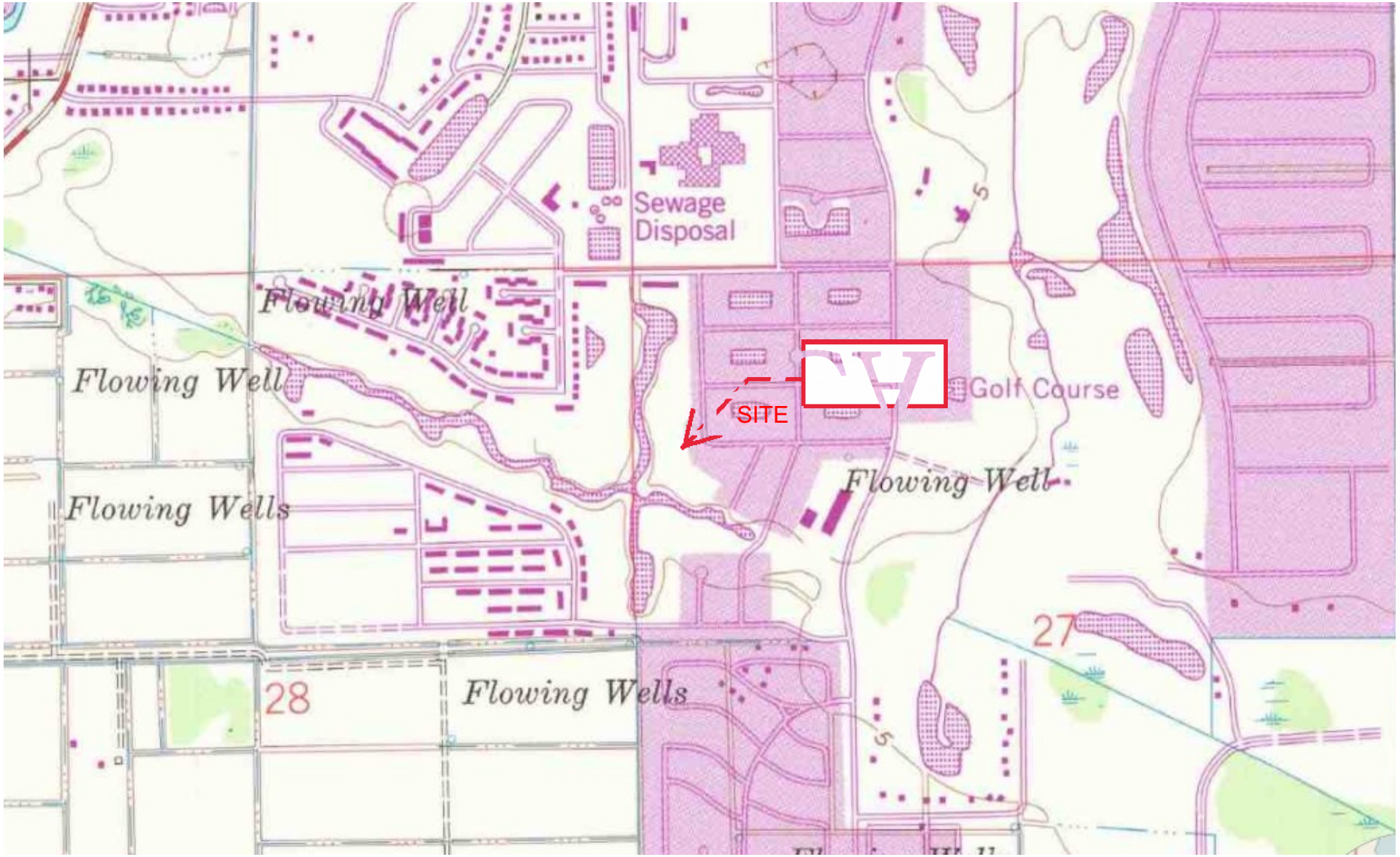
I: Pad-Mounted Transformer

Photographs

ECA ID: 23-002566

APPENDIX C

HISTORICAL RESEARCH DOCUMENTATION



Source: USGS Topographic Map, 7.5 Minute Series, 1958 (photorevised 1987)

Historical Topographical Map

ECA ID: 23-002566

ECA



Source: USDA Sourced from NETRonline 1958

Historic Aerial Photograph	ECA ID: 23-002566	ECA



Source: USDA Sourced from NETRonline 1985

Historic Aerial Photograph	ECA ID: 23-002566	ECA



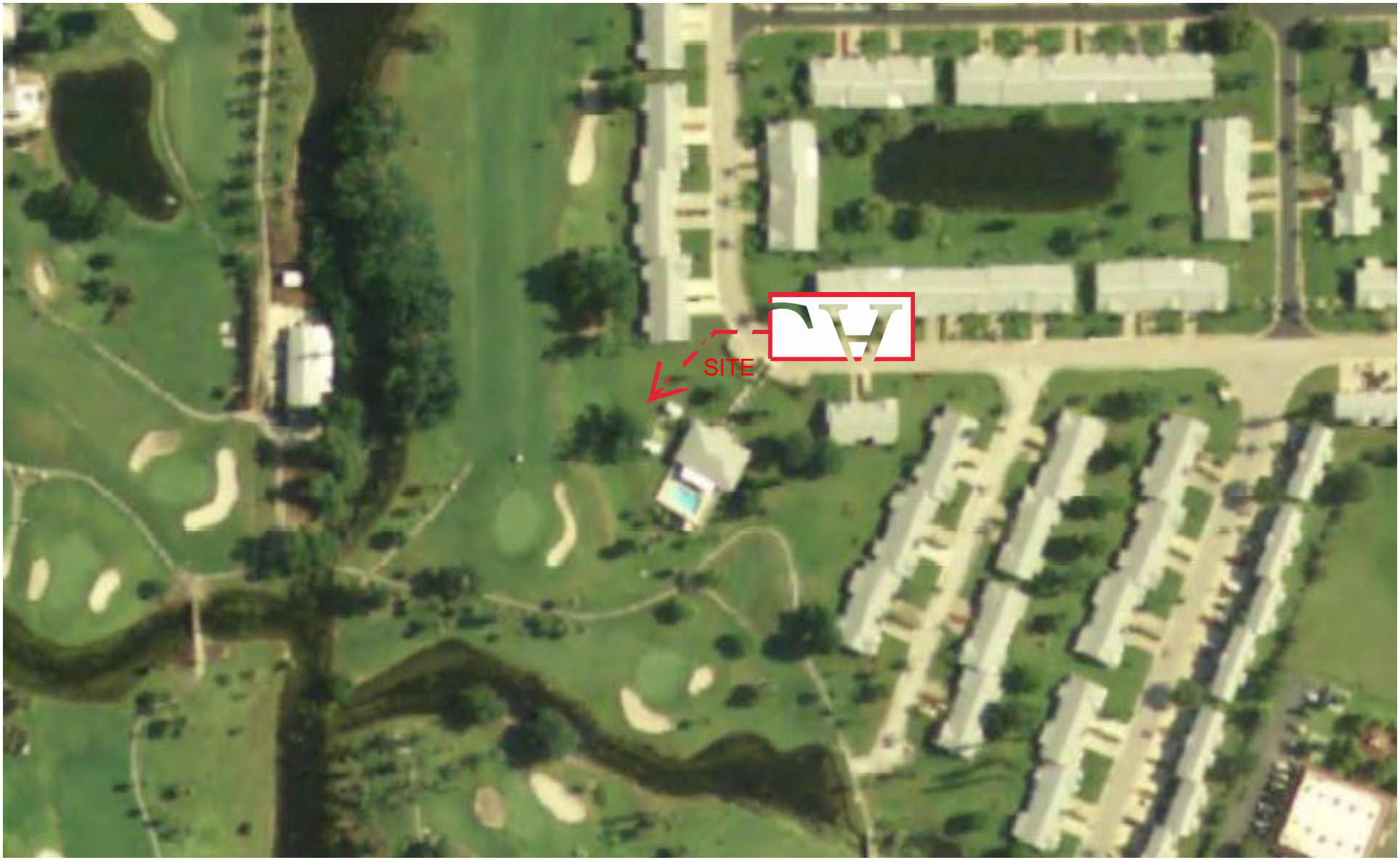
Source: USDA Sourced from NETRonline 1995

Historic Aerial Photograph	ECA ID: 23-002566	ECA



Source: USDA Sourced from NETRonline 1999

Historic Aerial Photograph	ECA ID: 23-002566	ECA



Source: USDA Sourced from NETRonline 2007

Historic Aerial Photograph	ECA ID: 23-002566	ECA

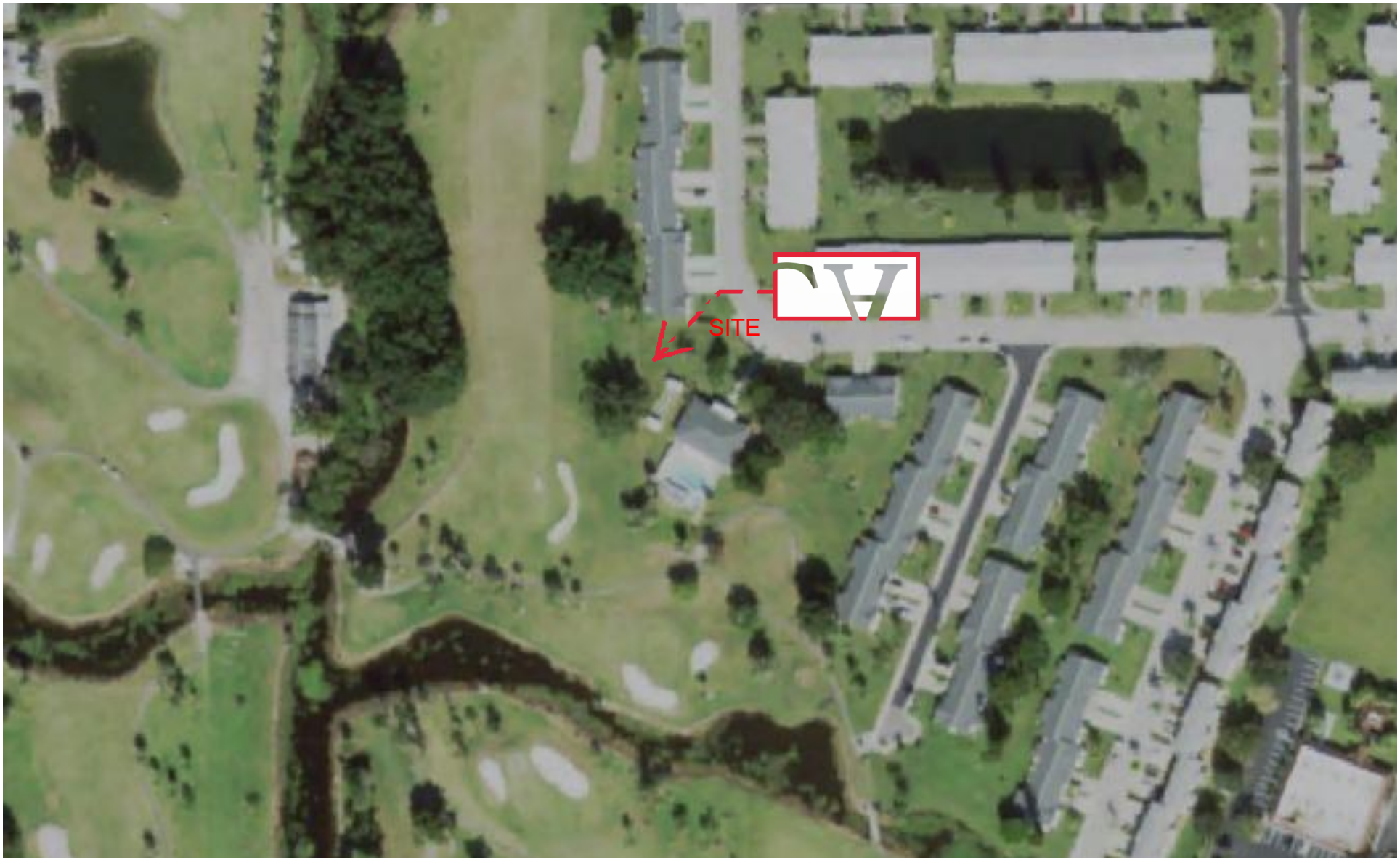


Source: USDA Sourced from NETRonline 2010

Historic Aerial Photograph

ECA ID: 23-002566

ECA



Source: USDA Sourced from NETRonline 2019

Historic Aerial Photograph	ECA ID: 23-002566	ECA



Source: Google Earth 2023

Historic Aerial Photograph

ECA ID: 23-002566

ECA

APPENDIX D

REGULATORY RECORDS DOCUMENTATION

1428 Edgewater Circle, Fort Myers, Florida
1428 Edgewater Circle, Fort Myers, Florida
Fort Myers, FL 33919

Inquiry Number: 7434980.2s
September 05, 2023

The EDR Radius Map™ Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

SECTION	PAGE
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	51
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527 - 21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E2247 - 16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E1528 - 22) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

1428 EDGEWATER CIRCLE, FORT MYERS, FLORIDA
FORT MYERS, FL 33919

COORDINATES

Latitude (North):	26.5350830 - 26˚ 32' 6.29''
Longitude (West):	81.9024700 - 81˚ 54' 8.89''
Universal Tranverse Mercator:	Zone 17
UTM X (Meters):	410092.1
UTM Y (Meters):	2935094.2
Elevation:	4 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	11471661 FORT MYERS SW, FL
Version Date:	2018

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20191130
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
1428 EDGEWATER CIRCLE, FORT MYERS, FLORIDA
FORT MYERS, FL 33919

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	MYERLEE PHARMACY	7050 WINKLER RD	RCRA-VSQG, FINDS, ECHO	Higher	360, 0.068, ESE
A2	LEE CNTY SCHOOL BD-C	6750 PANTHER LANE	LUST, UST, AST, DWM CONTAM, Financial Assurance	Higher	909, 0.172, NNE
A3	CYPRESS LAKE HIGH SC	6750 PANTHER LN	RCRA-VSQG	Higher	909, 0.172, NNE
B4	MYERLEE COUNTRY CLUB	1380 MYERLEE COUNTRY	LUST, UST, AST, DWM CONTAM	Higher	914, 0.173, WNW
B5	MYERLEE GOLF & COUNT	1380 MYERLEE COUNTRY	RCRA NonGen / NLR	Higher	954, 0.181, WNW
6	ANU TWIST VENTURES,	7296 SWAN LAKE DR	SWF/LF	Higher	2526, 0.478, SE
7	LEE CNTY SCHOOL BD-C	8901 CYPRESS LAKE DR	LUST, UST, DWM CONTAM	Higher	2600, 0.492, North

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Lists of Federal Delisted NPL sites

Delisted NPL ---------- National Priority List Deletions

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS ---------- Corrective Action Report

Lists of Federal RCRA TSD facilities

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Lists of Federal RCRA generators

RCRA-LQG ---------- RCRA - Large Quantity Generators
RCRA-SQG ---------- RCRA - Small Quantity Generators

Federal institutional controls / engineering controls registries

LUCIS ---------- Land Use Control Information System
US ENG CONTROLS ---------- Engineering Controls Sites List
US INST CONTROLS ---------- Institutional Controls Sites List

EXECUTIVE SUMMARY

Federal ERNS list

ERNS ..... Emergency Response Notification System

Lists of state- and tribal hazardous waste facilities

SHWS ..... Florida's State-Funded Action Sites

Lists of state and tribal leaking storage tanks

LAST ..... Leaking Aboveground Storage Tank Listing
INDIAN LUST ..... Leaking Underground Storage Tanks on Indian Land

Lists of state and tribal registered storage tanks

FF TANKS ..... Federal Facilities Listing
FEMA UST ..... Underground Storage Tank Listing
INDIAN UST ..... Underground Storage Tanks on Indian Land
TANKS ..... Storage Tank Facility List

State and tribal institutional control / engineering control registries

ENG CONTROLS ..... Institutional Controls Registry
INST CONTROL ..... Institutional Controls Registry

Lists of state and tribal voluntary cleanup sites

VCP ..... Voluntary Cleanup Sites
INDIAN VCP ..... Voluntary Cleanup Priority Listing

Lists of state and tribal brownfield sites

BROWNFIELDS ..... Brownfields Sites Database

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS ..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY ..... Recycling Centers
INDIAN ODI ..... Report on the Status of Open Dumps on Indian Lands
ODI ..... Open Dump Inventory
DEBRIS REGION 9 ..... Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS ..... Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL ..... Delisted National Clandestine Laboratory Register
PRIORITYCLEANERS ..... Priority Ranking List
FI Sites ..... Sites List

EXECUTIVE SUMMARY

US CDL ..... National Clandestine Laboratory Register

Local Land Records

LIENS 2 ..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS ..... Hazardous Materials Information Reporting System
SPILLS ..... Oil and Hazardous Materials Incidents
SPILLS 90 ..... SPILLS 90 data from FirstSearch
SPILLS 80 ..... SPILLS 80 data from FirstSearch

Other Ascertainable Records

FUDS ..... Formerly Used Defense Sites
DOD ..... Department of Defense Sites
SCRD DRYCLEANERS ..... State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR ..... Financial Assurance Information
EPA WATCH LIST ..... EPA WATCH LIST
2020 COR ACTION ..... 2020 Corrective Action Program List
TSCA ..... Toxic Substances Control Act
TRIS ..... Toxic Chemical Release Inventory System
SSTS ..... Section 7 Tracking Systems
ROD ..... Records Of Decision
RMP ..... Risk Management Plans
RAATS ..... RCRA Administrative Action Tracking System
PRP ..... Potentially Responsible Parties
PADS ..... PCB Activity Database System
ICIS ..... Integrated Compliance Information System
FTTS ..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS ..... Material Licensing Tracking System
COAL ASH DOE ..... Steam-Electric Plant Operation Data
COAL ASH EPA ..... Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER ..... PCB Transformer Registration Database
RADINFO ..... Radiation Information Database
HIST FTTS ..... FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS ..... Incident and Accident Data
CONSENT ..... Superfund (CERCLA) Consent Decrees
INDIAN RESERV ..... Indian Reservations
FUSRAP ..... Formerly Utilized Sites Remedial Action Program
UMTRA ..... Uranium Mill Tailings Sites
LEAD SMELTERS ..... Lead Smelter Sites
US AIRS ..... Aerometric Information Retrieval System Facility Subsystem
US MINES ..... Mines Master Index File
ABANDONED MINES ..... Abandoned Mines
FINDS ..... Facility Index System/Facility Registry System
ECHO ..... Enforcement & Compliance History Information
DOCKET HWC ..... Hazardous Waste Compliance Docket Listing
UXO ..... Unexploded Ordnance Sites
FUELS PROGRAM ..... EPA Fuels Program Registered Listing
PFAS NPL ..... Superfund Sites with PFAS Detections Information
PFAS FEDERAL SITES ..... Federal Sites PFAS Information
PFAS TSCA ..... PFAS Manufacture and Imports Information

EXECUTIVE SUMMARY

PFAS RCRA MANIFEST ..... PFAS Transfers Identified In the RCRA Database Listing
PFAS ATSDR ..... PFAS Contamination Site Location Listing
PFAS WQP ..... Ambient Environmental Sampling for PFAS
PFAS NPDES ..... Clean Water Act Discharge Monitoring Information
PFAS ECHO ..... Facilities in Industries that May Be Handling PFAS Listing
PFAS ECHO FIRE TRAINING Facilities in Industries that May Be Handling PFAS Listing
PFAS PART 139 AIRPORT ... All Certified Part 139 Airports PFAS Information Listing
AQUEOUS FOAM NRC ..... Aqueous Foam Related Incidents Listing
PFAS ..... PFOS and PFOA stand for perfluorooctane sulfonate and perfluorooctanoic acid
AQUEOUS FOAM ..... Former Fire Training Facility Assessments Listing
AIRS ..... Permitted Facilities Listing
ASBESTOS ..... ASBESTOS
CLEANUP SITES ..... DEP Cleanup Sites - Contamination Locator Map Listing
DEDB ..... Ethylene Dibromide Database Results
DRYCLEANERS ..... Drycleaning Facilities
Financial Assurance ..... Financial Assurance Information Listing
FL Cattle Dip. Vats ..... Cattle Dipping Vats
HW GEN ..... Hazardous Waste Generators
RESP PARTY ..... Responsible Party Sites Listing
SITE INV SITES ..... Site Investigation Section Sites Listing
TIER 2 ..... Tier 2 Facility Listing
UIC ..... Underground Injection Wells Database Listing
NPDES ..... Wastewater Facility Regulation Database
MINES MRDS ..... Mineral Resources Data System
BIOSOLIDS ..... ICIS-NPDES Biosolids Facility Data
PFAS TRIS ..... List of PFAS Added to the TRI

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP ..... EDR Proprietary Manufactured Gas Plants
EDR Hist Auto ..... EDR Exclusive Historical Auto Stations
EDR Hist Cleaner ..... EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS ..... Recovered Government Archive State Hazardous Waste Facilities List
RGA LF ..... Recovered Government Archive Solid Waste Facilities List
RGA LUST ..... Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal RCRA generators

RCRA-VSQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-VSQG list, as provided by EDR, and dated 07/24/2023 has revealed that there are 2 RCRA-VSQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MYERLEE PHARMACY	***7050 WINKLER RD***	***ESE 0 - 1/8 (0.068 mi.)***	***1***	***8***
EPA ID:: FLR000073437				
CYPRESS LAKE HIGH SC	6750 PANTHER LN	NNE 1/8 - 1/4 (0.172 mi.)	A3	32
EPA ID:: FLR000153015				

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: The Solid Waste Facilities/Landfill Sites records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. The data come from the Department of Environmental Protection's Facility Directory (Solid Waste Facilities).

A review of the SWF/LF list, as provided by EDR, has revealed that there is 1 SWF/LF site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ANU TWIST VENTURES,	7296 SWAN LAKE DR	SE 1/4 - 1/2 (0.478 mi.)	6	45
Database: SWF/LF, Date of Government Version: 04/10/2023				
Facility-Site Id: 95908				
Class Status: INACTIVE (I)				

Lists of state and tribal leaking storage tanks

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Department of Environmental Protection's PCTO1--Petroleum Contamination Detail Report.

A review of the LUST list, as provided by EDR, and dated 04/24/2023 has revealed that there are 3 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LEE CNTY SCHOOL BD-C	***6750 PANTHER LANE***	***NNE 1/8 - 1/4 (0.172 mi.)***	***A2***	***14***
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED				

EXECUTIVE SUMMARY

Discharge Cleanup Status: NFA - NFA COMPLETE
Facility Status: OPEN
Facility-Site Id: 8627150

MYERLEE COUNTRY CLUB ***1380 MYERLEE COUNTRY*** ***WNW 1/8 - 1/4 (0.173 mi.)*** ***B4*** ***35***
Discharge Cleanup Status: NFA - NFA COMPLETE
Facility Status: OPEN
Facility-Site Id: 8839550

LEE CNTY SCHOOL BD-C ***8901 CYPRESS LAKE DR*** ***N 1/4 - 1/2 (0.492 mi.)*** ***7*** ***45***
Discharge Cleanup Status: NFA - NFA COMPLETE
Facility Status: CLOSED
Facility-Site Id: 8841827

Lists of state and tribal registered storage tanks

UST: The Underground Storage Tank database contains registered USTs. Shortly after the September 11 event, the DEP was instructed to remove the detail about some of the storage tank facilities in the state from their reports. Federal-owned facilities and bulk storage facilities are included in that set.

A review of the UST list, as provided by EDR, has revealed that there are 2 UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LEE CNTY SCHOOL BD-C	***6750 PANTHER LANE***	***NNE 1/8 - 1/4 (0.172 mi.)***	***A2***	***14***
Database: UST, Date of Government Version: 05/11/2023 Tank Status: B Facility-Site Id: 8627150 Facility Status: OPEN				
MYERLEE COUNTRY CLUB	***1380 MYERLEE COUNTRY***	***WNW 1/8 - 1/4 (0.173 mi.)***	***B4***	***35***
Database: UST, Date of Government Version: 05/11/2023 Tank Status: B Facility-Site Id: 8839550 Facility Status: OPEN				

AST: Shortly after the Sept 11 event, the DEP was instructed to remove the detail about some of the storage tank facilities in the state from their reports. Federal-owned facilities and bulk storage facilities are included in that set.

A review of the AST list, as provided by EDR, has revealed that there are 2 AST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LEE CNTY SCHOOL BD-C	***6750 PANTHER LANE***	***NNE 1/8 - 1/4 (0.172 mi.)***	***A2***	***14***
Database: AST, Date of Government Version: 05/11/2023 Facility-Site Id: 8627150 Facility Status: OPEN Facility Status: OPEN				
MYERLEE COUNTRY CLUB	***1380 MYERLEE COUNTRY***	***WNW 1/8 - 1/4 (0.173 mi.)***	***B4***	***35***
Database: AST, Date of Government Version: 05/11/2023				

EXECUTIVE SUMMARY

Facility-Site Id: 8839550
Facility Status: OPEN
Facility Status: OPEN

ADDITIONAL ENVIRONMENTAL RECORDS

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 07/24/2023 has revealed that there is 1 RCRA NonGen / NLR site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MYERLEE GOLF & COUNT EPA ID:: FLR000170001	1380 MYERLEE COUNTRY	WNW 1/8 - 1/4 (0.181 mi.)	B5	41

DWM CONTAM: A listing of active or known sites. The listing includes sites that need cleanup but are not actively being working on because the agency currently does not have funding (primarily petroleum and drycleaning).

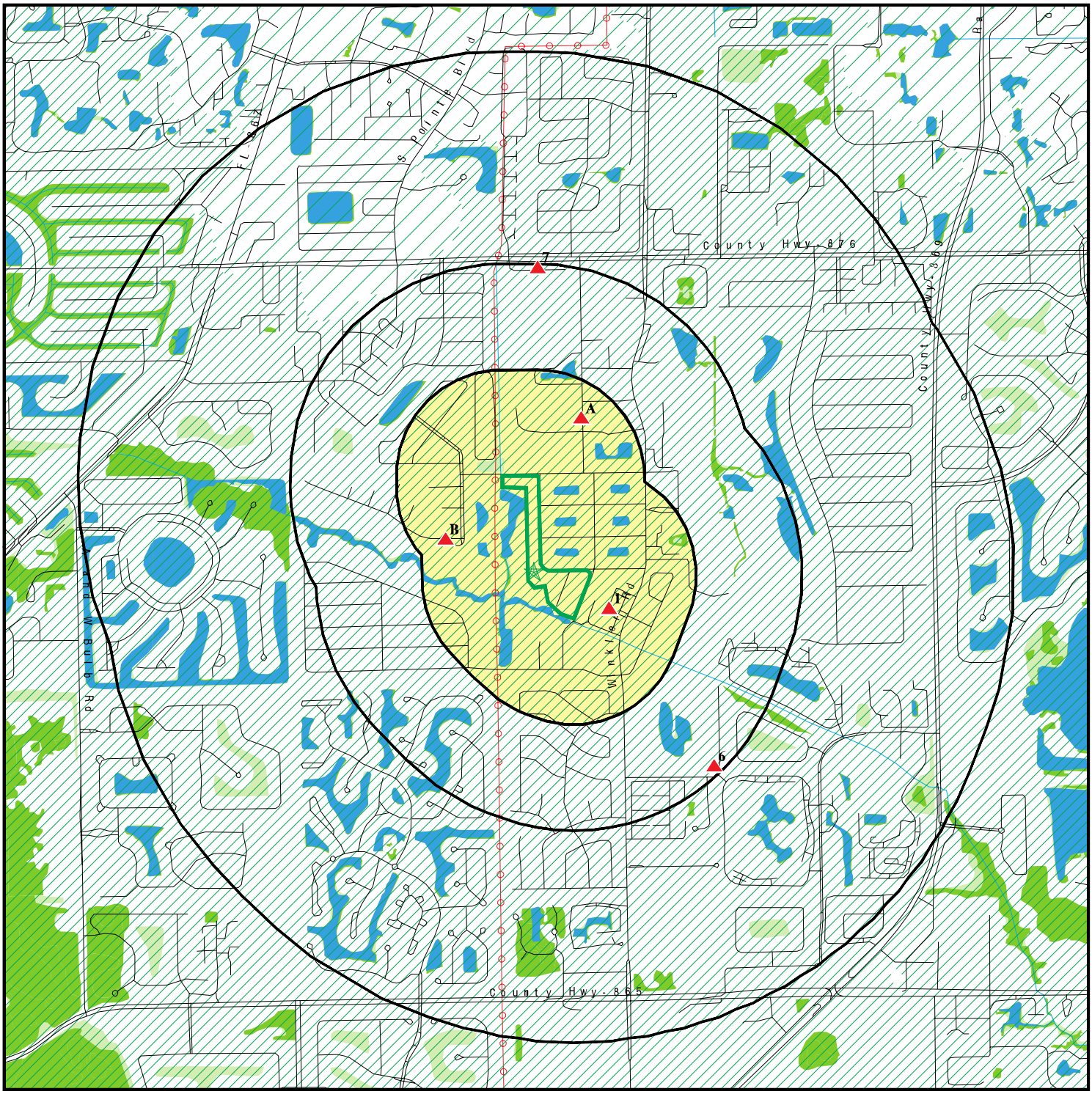
A review of the DWM CONTAM list, as provided by EDR, and dated 10/12/2022 has revealed that there are 3 DWM CONTAM sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LEE CNTY SCHOOL BD-C Program Site Id: 8627150	***6750 PANTHER LANE***	***NNE 1/8 - 1/4 (0.172 mi.)***	***A2***	***14***
MYERLEE COUNTRY CLUB Program Site Id: 8839550	***1380 MYERLEE COUNTRY***	***WNW 1/8 - 1/4 (0.173 mi.)***	***B4***	***35***
LEE CNTY SCHOOL BD-C Program Site Id: 8841827	***8901 CYPRESS LAKE DR***	***N 1/4 - 1/2 (0.492 mi.)***	***7***	***45***

EXECUTIVE SUMMARY

There were no unmapped sites in this report.

OVERVIEW MAP - 7434980.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

0 1/4 1/2 1 Miles

Indian Reservations BIA

Power transmission lines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands

FL Brownfield

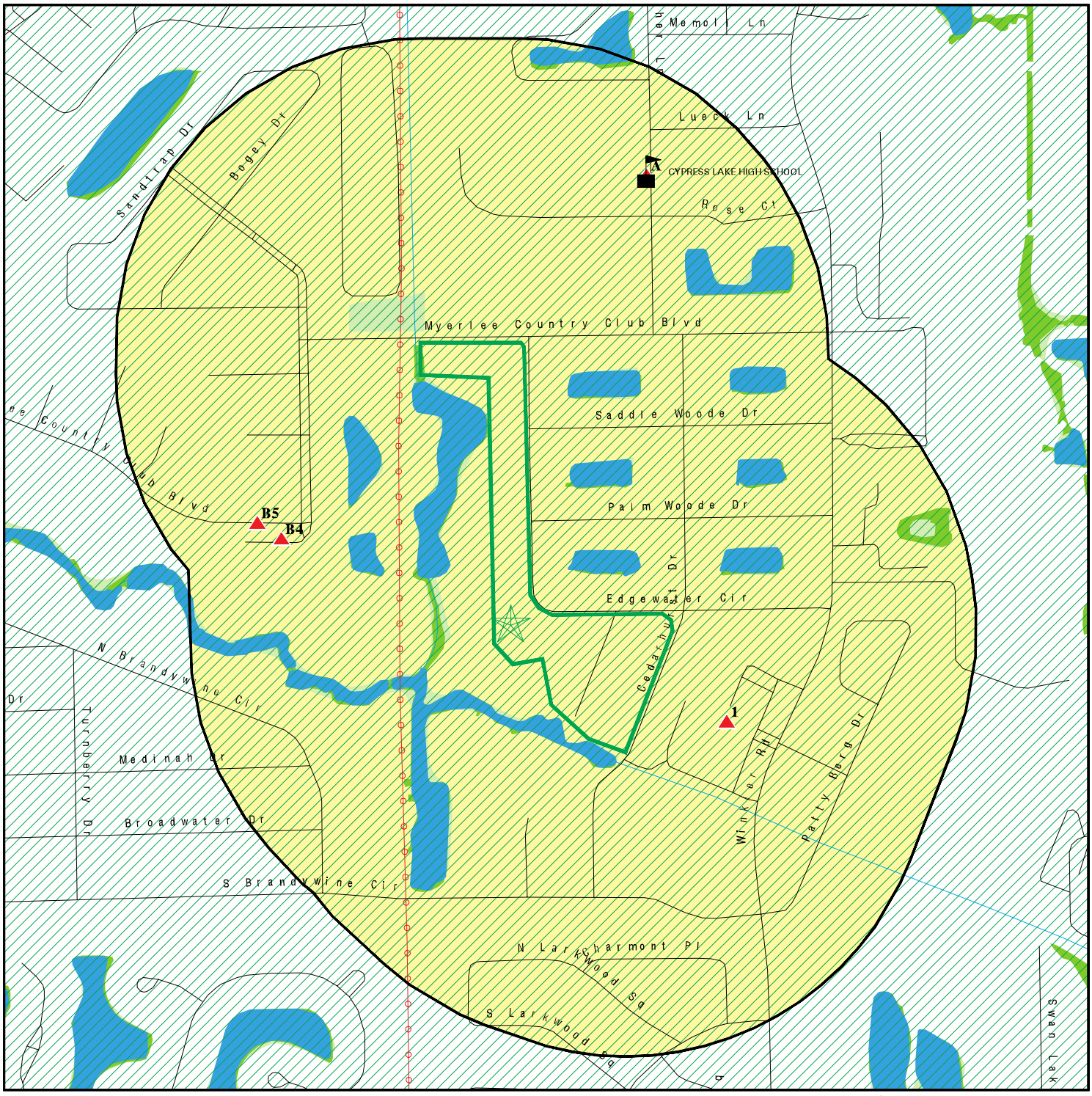
N

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	1428 Edgewater Circle, Fort Myers, Florida	CLIENT:	Environmental Corp. of America
ADDRESS:	1428 Edgewater Circle, Fort Myers, Florida Fort Myers FL 33919	CONTACT:	Shauna Hartigan
LAT/LONG:	26.535083 / 81.90247	INQUIRY #:	7434980.2s
		DATE:	September 05, 2023 10:52 am

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DETAIL MAP - 7434980.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

0 1/16 1/8 1/4 Miles

Indian Reservations BIA

Power transmission lines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

National Wetland Inventory

State Wetlands

FL Brownfield

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	1428 Edgewater Circle, Fort Myers, Florida	CLIENT:	Environmental Corp. of America
ADDRESS:	1428 Edgewater Circle, Fort Myers, Florida Fort Myers FL 33919	CONTACT:	Shauna Hartigan
LAT/LONG:	26.535083 / 81.90247	INQUIRY #:	7434980.2s
		DATE:	September 05, 2023 10:53 am

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Lists of Federal NPL (Superfund) sites								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Lists of Federal Delisted NPL sites								
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Lists of Federal CERCLA sites with NFRAP								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA facilities undergoing Corrective Action								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA TSD facilities								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA generators								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		1	1	NR	NR	NR	2
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
Lists of state- and tribal hazardous waste facilities								
SHWS	1.000		0	0	0	0	NR	0
Lists of state and tribal landfills and solid waste disposal facilities								
SWF/LF	0.500		0	0	1	NR	NR	1
Lists of state and tribal leaking storage tanks								
LAST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LUST	0.500		0	2	1	NR	NR	3
INDIAN LUST	0.500		0	0	0	NR	NR	0
Lists of state and tribal registered storage tanks								
FF TANKS	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	2	NR	NR	NR	2
AST	0.250		0	2	NR	NR	NR	2
INDIAN UST	0.250		0	0	NR	NR	NR	0
TANKS	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
ENG CONTROLS	0.500		0	0	0	NR	NR	0
INST CONTROL	0.500		0	0	0	NR	NR	0
Lists of state and tribal voluntary cleanup sites								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
Lists of state and tribal brownfield sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
PRIORITYCLEANERS	0.500		0	0	0	NR	NR	0
FI Sites	1.000		0	0	0	0	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS 80	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	1	NR	NR	NR	1
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
PFAS NPL	0.250		0	0	NR	NR	NR	0
PFAS FEDERAL SITES	0.250		0	0	NR	NR	NR	0
PFAS TSCA	0.250		0	0	NR	NR	NR	0
PFAS RCRA MANIFEST	0.250		0	0	NR	NR	NR	0
PFAS ATSDR	0.250		0	0	NR	NR	NR	0
PFAS WQP	0.250		0	0	NR	NR	NR	0
PFAS NPDES	0.250		0	0	NR	NR	NR	0
PFAS ECHO	0.250		0	0	NR	NR	NR	0
PFAS ECHO FIRE TRAINING	0.250		0	0	NR	NR	NR	0
PFAS PART 139 AIRPORT	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM NRC	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
PFAS	0.250		0	0	NR	NR	NR	0
AQUEOUS FOAM	0.250		0	0	NR	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
ASBESTOS	TP		NR	NR	NR	NR	NR	0
CLEANUP SITES	TP		NR	NR	NR	NR	NR	0
DEDB	0.250		0	0	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
DWM CONTAM	0.500		0	2	1	NR	NR	3
Financial Assurance	TP		NR	NR	NR	NR	NR	0
FL Cattle Dip. Vats	0.250		0	0	NR	NR	NR	0
HW GEN	0.250		0	0	NR	NR	NR	0
RESP PARTY	0.500		0	0	0	NR	NR	0
SITE INV SITES	0.500		0	0	0	NR	NR	0
TIER 2	TP		NR	NR	NR	NR	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
MINES MRDS	0.250		0	0	NR	NR	NR	0
BIOSOLIDS	TP		NR	NR	NR	NR	NR	0
PFAS TRIS	0.250		0	0	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA HWS	TP		NR	NR	NR	NR	NR	0
RGA LF	TP		NR	NR	NR	NR	NR	0
RGA LUST	TP		NR	NR	NR	NR	NR	0
- Totals --		0	1	10	3	0	0	14

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID / Direction / Distance / Elevation	Site	Database(s)	EDR ID Number / EPA ID Number
1 ESE < 1/8 0.068 mi. 360 ft.	**MYERLEE PHARMACY 7050 WINKLER RD FORT MYERS, FL 33919**	**RCRA-VSQG FINDS ECHO**	**1005441954 FLR000073437**

Relative: Higher

Actual: 4 ft.

RCRA Listings:

Date Form Received by Agency:	20010417
Handler Name:	Myerlee Pharmacy
Handler Address:	WINKLER RD
Handler City,State,Zip:	FORT MYERS, FL 33919-7048
EPA ID:	FLR000073437
Contact Name:	JEFFREY STEELE
Contact Address:	WINKLER RD
Contact City,State,Zip:	FORT MYERS, FL 33919-7048
Contact Telephone:	941-482-3022
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	Not reported
EPA Region:	04
Land Type:	Private
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
Non-Notifier:	X
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Handler Activities
State District Owner:	FI
State District:	SD
Mailing Address:	WINKLER RD
Mailing City,State,Zip:	FORT MYERS, FL 33919-7048
Owner Name:	Jeffrey Steele
Owner Type:	Private
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
202 GPRA Corrective Action Baseline:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

MYERLEE PHARMACY (Continued) **1005441954**

Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20110623
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Hazardous Waste Summary:

Waste Code:	D001
Waste Description:	Ignitable Waste

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name: STEELE JEFFREY	
Legal Status:	Private
Date Became Current:	20010226
Date Ended Current:	Not reported
Owner/Operator Address:	7050 WINKLER RD
Owner/Operator City,State,Zip:	FORT MYERS, FL 33919-7048
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name: JEFFREY STEELE	
Legal Status:	Private
Date Became Current:	20010226
Date Ended Current:	Not reported
Owner/Operator Address:	7050 WINKLER RD
Owner/Operator City,State,Zip:	FORT MYERS, FL 33919-7048
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Historic Generators:

Receive Date:	20010417
Handler Name: MYERLEE PHARMACY	
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
State District Owner:	FI
Large Quantity Handler of Universal Waste:	No
Recognized Trader Importer:	No
Recognized Trader Exporter:	No
Spent Lead Acid Battery Importer:	No
Spent Lead Acid Battery Exporter:	No

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

MYERLEE PHARMACY (Continued) **1005441954**

Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 44611
NAICS Description: PHARMACIES AND DRUG STORES

Has the Facility Received Notices of Violations:
Found Violation: Yes
Agency Which Determined Violation: State
Violation Short Description: State Statute or Regulation
Date Violation was Determined: 20010220
Actual Return to Compliance Date: 20010417
Return to Compliance Qualifier: Unverifiable
Violation Responsible Agency: State
Scheduled Compliance Date: Not reported
Enforcement Identifier: 123
Date of Enforcement Action: 20010222
Enforcement Responsible Agency: State
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: No
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number:Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: DEP NON-COMPLIANCE LETTER
Enforcement Responsible Person: FJT
Enforcement Responsible Sub-Organization: SD
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported
Violation Responsible Agency: Not reported
Scheduled Compliance Date: Not reported
Enforcement Identifier: Not reported

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number
EPA ID Number

MYERLEE PHARMACY (Continued) **1005441954**

Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported
SEP Actual Date:	Not reported
SEP Defaulted Date:	Not reported
SEP Type:	Not reported
SEP Type Description:	Not reported
Proposed Amount:	Not reported
Final Monetary Amount:	Not reported
Paid Amount:	Not reported
Final Count:	Not reported
Final Amount:	Not reported

Found Violation:	No
Agency Which Determined Violation:	Not reported
Violation Short Description:	Not reported
Date Violation was Determined:	Not reported
Actual Return to Compliance Date:	Not reported
Return to Compliance Qualifier:	Not reported
Violation Responsible Agency:	Not reported
Scheduled Compliance Date:	Not reported
Enforcement Identifier:	Not reported
Date of Enforcement Action:	Not reported
Enforcement Responsible Agency:	Not reported
Enforcement Docket Number:	Not reported
Enforcement Attorney:	Not reported
Corrective Action Component:	Not reported
Appeal Initiated Date:	Not reported
Appeal Resolution Date:	Not reported
Disposition Status Date:	Not reported
Disposition Status:	Not reported
Disposition Status Description:	Not reported
Consent/Final Order Sequence Number:	Not reported
Consent/Final Order Respondent Name:	Not reported
Consent/Final Order Lead Agency:	Not reported
Enforcement Type:	Not reported
Enforcement Responsible Person:	Not reported
Enforcement Responsible Sub-Organization:	Not reported
SEP Sequence Number:	Not reported
SEP Expenditure Amount:	Not reported
SEP Scheduled Completion Date:	Not reported

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

MYERLEE PHARMACY (Continued) **1005441954**

SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Found Violation: No
Agency Which Determined Violation: Not reported
Violation Short Description: Not reported
Date Violation was Determined: Not reported
Actual Return to Compliance Date: Not reported
Return to Compliance Qualifier: Not reported
Violation Responsible Agency: Not reported
Scheduled Compliance Date: Not reported
Enforcement Identifier: Not reported
Date of Enforcement Action: Not reported
Enforcement Responsible Agency: Not reported
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: Not reported
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number:Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: Not reported
Enforcement Responsible Person: Not reported
Enforcement Responsible Sub-Organization: Not reported
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 20010220
Evaluation Responsible Agency: State
Found Violation: Yes
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: FJT
Evaluation Responsible Sub-Organization: SD
Actual Return to Compliance Date: 20010417
Scheduled Compliance Date: Not reported

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

MYERLEE PHARMACY (Continued) **1005441954**

Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	20010417
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	NON-FINANCIAL RECORD REVIEW
Evaluation Responsible Person Identifier:	FJT
Evaluation Responsible Sub-Organization:	SD
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	20010417
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier:	FJT
Evaluation Responsible Sub-Organization:	SD
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported
Evaluation Date:	20010220
Evaluation Responsible Agency:	State
Found Violation:	No
Evaluation Type Description:	NON-FINANCIAL RECORD REVIEW
Evaluation Responsible Person Identifier:	FJT
Evaluation Responsible Sub-Organization:	SD
Actual Return to Compliance Date:	Not reported
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

FINDS:
Registry ID: 110012585238

Click Here for FRS Facility Detail Report:

Environmental Interest/Information System:
The Florida Integrated Environmental System Today (FIESTA) Data Maintenance (FDM) System maintains entity, environmental interest, and affiliation data.
The Resource Conservation and Recovery Act Information System (RCRAInfo) is EPA's comprehensive information system in support of the Resource Conservation and Recovery Act (RCRA) of 1976 and the

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

MYERLEE PHARMACY (Continued) **1005441954**

Hazardous and Solid Waste Amendments (HSWA) of 1984. It tracks many types of information about generators, transporters, treaters, storers, and disposers of hazardous waste.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid:	1005441954
Registry ID:	110012585238
DFR URL:	http://echo.epa.gov/detailed-facility-report?fid=110012585238
Name:	MYERLEE PHARMACY
Address:	7050 WINKLER RD
City,State,Zip:	FORT MYERS, FL 33919

A2 **LEE CNTY SCHOOL BD-CYPRESS LAKES HS** **LUST** **U001380236**
NNE **6750 PANTHER LANE** **UST** **N/A**
1/8-1/4 **FORT MYERS, FL 33919** **AST**
0.172 mi. **DWM CONTAM**
909 ft. **Site 1 of 2 in cluster A** **Financial Assurance**

Relative:
Higher

Actual:
4 ft.

LUST:

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	STATE
Facility Id:	8627150
Facility Status:	OPEN
Facility Type:	H - Local Government
Facility Phone:	(239)707-0987
Facility Cleanup Rank:	7166
District:	South District
Lat/Long (dms):	26 32 24.1835999 / 81 54 6.48719999
Section:	22
Township:	45
Range:	24
Feature:	Not reported
Method:	UNVR
Datum:	0
Score:	Not reported
Score Effective Date:	2001-09-24 00:00:00
Score When Ranked:	25
Operator:	JAMES THOMPSON
Name Update:	2005-05-16 00:00:00
Address Update:	2005-05-17 00:00:00

Petroleum Cleanup PCT Facility Score:

Facility Cleanup Status:	CMPL - COMPLETED
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Contact Company:	LEE CNTY SCHOOL BD-MAINT DEPT
Contact Address:	3308 CANAL ST
Contact City/State/Zip:	FORT MYERS, FL 33916
Phone:	(239)479-4245
Bad Address Ind:	N
State:	FL
Zip:	33919
Score:	Not reported
Score Effective Date:	2001-09-24 00:00:00
Related Party ID:	12724

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Primary RP Role: ACCOUNT OWNER
RP Begin Date: 1994-05-20
RP Zip: Not reported
RP Extension: Not reported

Discharge Cleanup Summary:
Discharge Date: 6/23/1992
PCT Discharge Combined: Not reported
Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED
Disch Cleanup Status Date: 11/19/2008
Cleanup Work Status: COMPLETED
Information Source: D - DISCHARGE NOTIFICATION
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: Not reported
Site Mgr End Date: Not reported
Tank Office: -
Discharge Date: 7/23/1991
PCT Discharge Combined: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 10/21/1994
Cleanup Work Status: COMPLETED
Information Source: C - CLOSURE REPORT
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: Not reported
Site Mgr End Date: Not reported
Tank Office: -

Petroleum Cleanup Program Eligibility:
Facility ID: 8627150
Discharge Date: 7/23/1991
Pct Discharge Combined With: Not reported
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: NFA - NFA COMPLETE
Disch Cleanup Status Date: 10/21/1994
Cleanup Work Status: COMPLETED
Information Source: C - CLOSURE REPORT
Other Source Description: Not reported
Application Received Date: Not reported
Cleanup Program: C - PETROLEUM CLEANUP PARTICIPATION PROGRAM
Eligibility Status: Not reported
Elig Status Date: Not reported
Letter Of Intent Date: Not reported
Redetermined: No
Inspection Date: 1991-07-23 00:00:00
Site Manager: Not reported
Site Mgr End Date: Not reported
Tank Office: -
Deductible Amount: Not reported
Deductible Paid To Date: Not reported
Co-Pay Amount: Not reported
Co-Pay Paid To Date: Not reported
Cap Amount: Not reported
Facility ID: 8627150

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Discharge Date:	6/23/1992
Pct Discharge Combined With:	Not reported
Cleanup Required:	N - NO CLEANUP REQUIRED
Discharge Cleanup Status:	NREQ - CLEANUP NOT REQUIRED
Disch Cleanup Status Date:	11/19/2008
Cleanup Work Status:	COMPLETED
Information Source:	D - DISCHARGE NOTIFICATION
Other Source Description:	Not reported
Application Received Date:	Not reported
Cleanup Program:	C - PETROLEUM CLEANUP PARTICIPATION PROGRAM
Eligibility Status:	Not reported
Elig Status Date:	Not reported
Letter Of Intent Date:	Not reported
Redetermined:	No
Inspection Date:	1992-07-27 00:00:00
Site Manager:	Not reported
Site Mgr End Date:	Not reported
Tank Office:	-
Deductible Amount:	Not reported
Deductible Paid To Date:	Not reported
Co-Pay Amount:	Not reported
Co-Pay Paid To Date:	Not reported
Cap Amount:	Not reported

Task Information:

District:	SD
Facility ID:	8627150
Facility Status:	OPEN
Facility Type:	H - Local Government -
County:	LEE
County ID:	36
Cleanup Eligibility Status:	I
Source Effective Date:	Not reported
Discharge Date:	06-23-1992
Cleanup Required:	N - NO CLEANUP REQUIRED
Discharge Cleanup Status:	NREQ - CLEANUP NOT REQUIRED
Disch Cleanup Status Date:	11-19-2008
SRC Action Type:	-
SRC Submit Date:	Not reported
SRC Review Date:	Not reported
SRC Completion Status:	-
SRC Issue Date:	Not reported
SRC Comment:	Not reported
Cleanup Work Status:	COMPLETED
Site Mgr:	Not reported
Site Mgr End Date:	Not reported
Tank Office:	-
SR Task ID:	Not reported
SR Cleanup Responsible:	-
SR Funding Eligibility Type:	-
SR Actual Cost:	Not reported
SR Completion Date:	Not reported
SR Payment Date:	Not reported
SR Oral Date:	Not reported
SR Written Date:	Not reported
SR Soil Removal:	Not reported
SR Free Product Removal:	Not reported
SR Soil Tonnage Removed:	Not reported

Map ID
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MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

SR Soil Treatment:	Not reported
SR Other Treatment:	Not reported
SR Alternate Proc Received Date:	Not reported
SR Alternate Procedure Status:	Not reported
SR Alternate Procedure Status Date:	Not reported
SR Alternate Procedure Comments:	Not reported
SA Task ID:	Not reported
SA Cleanup Responsible:	-
SA Funding Eligibility Type:	-
SA Actual Cost:	Not reported
SA Completion Date:	Not reported
SA Payment Date:	Not reported
RAP Task ID:	Not reported
RAP Cleanup Responsible ID:	-
RAP Funding Eligibility Type:	-
RAP Actual Cost:	Not reported
RAP Completion Date:	Not reported
RAP Payment Date:	Not reported
RAP Last Order Approved:	Not reported
RA Task ID:	Not reported
RA Cleanup Responsible:	-
RA Funding Eligibility Type:	-
RA Years to Complete:	Not reported
RA Actual Cost:	Not reported
District:	SD
Facility ID:	8627150
Facility Status:	OPEN
Facility Type:	H - Local Government -
County:	LEE
County ID:	36
Cleanup Eligibility Status:	I
Source Effective Date:	10-14-1994
Discharge Date:	07-23-1991
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Disch Cleanup Status Date:	10-21-1994
SRC Action Type:	NFA - NO FURTHER ACTION
SRC Submit Date:	08-26-1994
SRC Review Date:	10-14-1994
SRC Completion Status:	A - APPROVED
SRC Issue Date:	10-21-1994
SRC Comment:	Not reported
Cleanup Work Status:	COMPLETED
Site Mgr:	Not reported
Site Mgr End Date:	Not reported
Tank Office:	-
SR Task ID:	80096
SR Cleanup Responsible:	-
SR Funding Eligibility Type:	-
SR Actual Cost:	Not reported
SR Completion Date:	08-19-1991
SR Payment Date:	Not reported
SR Oral Date:	Not reported
SR Written Date:	Not reported
SR Soil Removal:	Y
SR Free Product Removal:	Not reported
SR Soil Tonnage Removed:	11

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

SR Soil Treatment:	Not reported
SR Other Treatment:	Not reported
SR Alternate Proc Received Date:	Not reported
SR Alternate Procedure Status:	Not reported
SR Alternate Procedure Status Date:	Not reported
SR Alternate Procedure Comments:	Not reported
SA Task ID:	42852
SA Cleanup Responsible:	-
SA Funding Eligibility Type:	-
SA Actual Cost:	Not reported
SA Completion Date:	09-23-1993
SA Payment Date:	Not reported
RAP Task ID:	42853
RAP Cleanup Responsible ID:	RP - RESPONSIBLE PARTY
RAP Funding Eligibility Type:	-
RAP Actual Cost:	Not reported
RAP Completion Date:	Not reported
RAP Payment Date:	Not reported
RAP Last Order Approved:	1993-09-23 00:00:00
RA Task ID:	42854
RA Cleanup Responsible:	RP - RESPONSIBLE PARTY
RA Funding Eligibility Type:	-
RA Years to Complete:	Not reported
RA Actual Cost:	Not reported

Click here for Florida Oculus:

UST:

Facility ID:	8627150
Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
Depco:	P
Region:	STATE
Positioning Method:	UNVR
Latitude/Longitude:	26 32 25 / 81 54 10

UST:

Tank ID:	1
Tank Capacity:	2000
Tank Location:	UNDERGROUND
Tank Status:	B
Status Date:	07/31/1991
Install Date:	Not reported
Substance:	D
Content Description:	Vehicular Diesel
Vessel Indicator:	TANK
DEP Contractor:	P

Owner:

Owner ID:	12724
Owner Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address 2:	ATTN: STORAGE TANK REGIS

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Owner City,State,Zip: FORT MYERS, FL 33916
Owner Contact: STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Owner Phone: 2394794245

Construction:
Tank ID: 6
Construction Category: C
Construction Description: Steel

Tank ID: 6
Construction Category: I
Construction Description: Double wall

Tank ID: 6
Construction Category: M
Construction Description: Spill containment bucket

Tank ID: 6
Construction Category: O
Construction Description: Tight fill

Tank ID: 6
Construction Category: P
Construction Description: Level gauges/alarms

Piping:
Tank ID: 6
Piping Category: D
Piping Description: External protective coating

Tank ID: 6
Piping Category: I
Piping Description: Suction piping system

Tank ID: 6
Piping Category: B
Piping Description: Steel/galvanized metal

Tank ID: 6
Piping Category: A
Piping Description: Abv, no soil contact

Monitoring:
Tank ID: 6
Petro Monitoring Category: F
Monitoring Description: Monitor dbl wall tank space

Tank ID: 6
Petro Monitoring Category: Q
Monitoring Description: Visual inspection of ASTs

Tank ID: 6
Petro Monitoring Category: 6
Monitoring Description: External piping monitoring

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Tank ID: 2
Tank Capacity: 300
Tank Location: UNDERGROUND
Tank Status: B
Status Date: 06/30/1992
Install Date: 7/1/1967
Substance: G
Content Description: Emerg Generator Diesel
Vessel Indicator: TANK
DEP Contractor: P

Owner:
Owner ID: 12724
Owner Name: LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address: 3308 CANAL ST
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City,State,Zip: FORT MYERS, FL 33916
Owner Contact: STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Owner Phone: 2394794245

Construction:
Tank ID: 6
Construction Category: C
Construction Description: Steel

Tank ID: 6
Construction Category: I
Construction Description: Double wall

Tank ID: 6
Construction Category: M
Construction Description: Spill containment bucket

Tank ID: 6
Construction Category: O
Construction Description: Tight fill

Tank ID: 6
Construction Category: P
Construction Description: Level gauges/alarms

Piping:
Tank ID: 6
Piping Category: D
Piping Description: External protective coating

Tank ID: 6
Piping Category: I
Piping Description: Suction piping system

Tank ID: 6
Piping Category: B
Piping Description: Steel/galvanized metal

Tank ID: 6
Piping Category: A
Piping Description: Abv, no soil contact

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Monitoring:

Tank ID:	6
Petro Monitoring Category:	F
Monitoring Description:	Monitor dbl wall tank space
Tank ID:	6
Petro Monitoring Category:	Q
Monitoring Description:	Visual inspection of ASTs
Tank ID:	6
Petro Monitoring Category:	6
Monitoring Description:	External piping monitoring
Tank ID:	3
Tank Capacity:	4000
Tank Location:	UNDERGROUND
Tank Status:	B
Status Date:	07/31/1992
Install Date:	7/1/1967
Substance:	M
Content Description:	Fuel Oil - Onsite Heat
Vessel Indicator:	TANK
DEP Contractor:	P

Owner:

Owner ID:	12724
Owner Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address 2:	ATTN: STORAGE TANK REGIS
Owner City,State,Zip:	FORT MYERS, FL 33916
Owner Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Owner Phone:	2394794245

Construction:

Tank ID:	6
Construction Category:	C
Construction Description:	Steel
Tank ID:	6
Construction Category:	I
Construction Description:	Double wall
Tank ID:	6
Construction Category:	M
Construction Description:	Spill containment bucket
Tank ID:	6
Construction Category:	O
Construction Description:	Tight fill
Tank ID:	6
Construction Category:	P
Construction Description:	Level gauges/alarms

Piping:

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Tank ID: 6
Piping Category: D
Piping Description: External protective coating

Tank ID: 6
Piping Category: I
Piping Description: Suction piping system

Tank ID: 6
Piping Category: B
Piping Description: Steel/galvanized metal

Tank ID: 6
Piping Category: A
Piping Description: Abv, no soil contact

Monitoring:
Tank ID: 6
Petro Monitoring Category: F
Monitoring Description: Monitor dbl wall tank space

Tank ID: 6
Petro Monitoring Category: Q
Monitoring Description: Visual inspection of ASTs

Tank ID: 6
Petro Monitoring Category: 6
Monitoring Description: External piping monitoring

AST:
Facility ID: 8627150
Name: LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address: 6750 PANTHER LANE
City,State,Zip: FORT MYERS, FL 33919
Facility Phone: 2397070987
Facility Status: OPEN
Facility Type: H
Type Description: Local Government
Depco: P
Region: STATE
Positioning Method: UNVR
Latitude/Longitude: 26 32 25 / 81 54 10

Tank:
Tank ID: 6
Tank Capacity: 1000
Tank Location: ABOVEGROUND
Tank Status: U
Status Date: 12/01/1998
Install Date: 12/1/1998
Substance: D
Content Description: Vehicular Diesel
Vessel Indicator: TANK
DEP Contractor: P

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Piping:

Tank ID:	6
Piping Category:	D
Piping Description:	External protective coating
Tank ID:	6
Piping Category:	I
Piping Description:	Suction piping system
Tank ID:	6
Piping Category:	B
Piping Description:	Steel/galvanized metal
Tank ID:	6
Piping Category:	A
Piping Description:	Abv, no soil contact

Monitoring:

Tank ID:	6
Petro Monitoring Category:	F
Monitoring Description:	Monitor dbl wall tank space
Tank ID:	6
Petro Monitoring Category:	Q
Monitoring Description:	Visual inspection of ASTs
Tank ID:	6
Petro Monitoring Category:	6
Monitoring Description:	External piping monitoring

Owner:

Owner ID:	12724
Owner Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address 2:	ATTN: STORAGE TANK REGIS
Owner City,State,Zip:	FORT MYERS, FL 33916
Owner Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Owner Phone:	2394794245

Construction:

Tank ID:	6
Construction Category:	C
Construction Description:	Steel
Tank ID:	6
Construction Category:	I
Construction Description:	Double wall
Tank ID:	6
Construction Category:	M
Construction Description:	Spill containment bucket
Tank ID:	6
Construction Category:	O
Construction Description:	Tight fill

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Tank ID: 6
Construction Category: P
Construction Description: Level gauges/alarms

Tank ID: 4
Tank Capacity: 385
Tank Location: ABOVEGROUND
Tank Status: U
Status Date: Not reported
Install Date: 7/1/1986
Substance: D
Content Description: Vehicular Diesel
Vessel Indicator: TANK
DEP Contractor: P

Piping:
Tank ID: 6
Piping Category: D
Piping Description: External protective coating

Tank ID: 6
Piping Category: I
Piping Description: Suction piping system

Tank ID: 6
Piping Category: B
Piping Description: Steel/galvanized metal

Tank ID: 6
Piping Category: A
Piping Description: Abv, no soil contact

Monitoring:
Tank ID: 6
Petro Monitoring Category: F
Monitoring Description: Monitor dbl wall tank space

Tank ID: 6
Petro Monitoring Category: Q
Monitoring Description: Visual inspection of ASTs

Tank ID: 6
Petro Monitoring Category: 6
Monitoring Description: External piping monitoring

Owner:
Owner ID: 12724
Owner Name: LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address: 3308 CANAL ST
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City,State,Zip: FORT MYERS, FL 33916
Owner Contact: STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Owner Phone: 2394794245

Construction:

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Tank ID: 6
Construction Category: C
Construction Description: Steel

Tank ID: 6
Construction Category: I
Construction Description: Double wall

Tank ID: 6
Construction Category: M
Construction Description: Spill containment bucket

Tank ID: 6
Construction Category: O
Construction Description: Tight fill

Tank ID: 6
Construction Category: P
Construction Description: Level gauges/alarms

Tank ID: 5
Tank Capacity: 385
Tank Location: ABOVEGROUND
Tank Status: U
Status Date: Not reported
Install Date: 7/1/1986
Substance: B
Content Description: Unleaded Gas
Vessel Indicator: TANK
DEP Contractor: P

Piping:
Tank ID: 6
Piping Category: D
Piping Description: External protective coating

Tank ID: 6
Piping Category: I
Piping Description: Suction piping system

Tank ID: 6
Piping Category: B
Piping Description: Steel/galvanized metal

Tank ID: 6
Piping Category: A
Piping Description: Abv, no soil contact

Monitoring:
Tank ID: 6
Petro Monitoring Category: F
Monitoring Description: Monitor dbl wall tank space

Tank ID: 6
Petro Monitoring Category: Q
Monitoring Description: Visual inspection of ASTs

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Tank ID: 6
Petro Monitoring Category: 6
Monitoring Description: External piping monitoring

Owner:
Owner ID: 12724
Owner Name: LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address: 3308 CANAL ST
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City,State,Zip: FORT MYERS, FL 33916
Owner Contact: STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Owner Phone: 2394794245

Construction:
Tank ID: 6
Construction Category: C
Construction Description: Steel

Tank ID: 6
Construction Category: I
Construction Description: Double wall

Tank ID: 6
Construction Category: M
Construction Description: Spill containment bucket

Tank ID: 6
Construction Category: O
Construction Description: Tight fill

Tank ID: 6
Construction Category: P
Construction Description: Level gauges/alarms

DWM CONTAM:
Name: LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address: 6750 PANTHER LANE
City,State,Zip: FORT MYERS, FL
Program Site Id: 8627150
Lat DD: 26
Lat MM: 32
Lat SS: Not reported
Long DD: 81
Long MM: 54
Long SS: 10
Office/ District: SD
Program Area: PETROLEUM
Priority Score: Not reported
Datum: 0
Method: UNVR
Facility Status: CLOSED-STCM
Facility Type: Not reported
Score Effective Date: Not reported
Score When Ranked: Not reported

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Rank:	Not reported
Operator:	Not reported
Phone:	Not reported
Name Changed:	Not reported
Addr Changed:	Not reported
Related Party ID:	Not reported
Primary RP Role:	Not reported
RP Begin Date:	Not reported
RP Name:	Not reported
RP Address1:	Not reported
RP Address2:	Not reported
RP City:	Not reported
RP State:	Not reported
RP Zip5:	Not reported
RP Zip4:	Not reported
Contact:	Not reported
RP Phone:	Not reported
RP Extension:	Not reported
Site Manager:	Not reported

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL
Program Site Id:	8627150
Lat DD:	26
Lat MM:	32
Lat SS:	Not reported
Long DD:	81
Long MM:	54
Long SS:	10
Office/ District:	SD
Program Area:	PETROLEUM
Priority Score:	Not reported
Datum:	0
Method:	UNVR
Facility Status:	CLOSED-STCM
Facility Type:	Not reported
Score Effective Date:	Not reported
Score When Ranked:	Not reported
Rank:	Not reported
Operator:	Not reported
Phone:	Not reported
Name Changed:	Not reported
Addr Changed:	Not reported
Related Party ID:	Not reported
Primary RP Role:	Not reported
RP Begin Date:	Not reported
RP Name:	Not reported
RP Address1:	Not reported
RP Address2:	Not reported
RP City:	Not reported
RP State:	Not reported
RP Zip5:	Not reported
RP Zip4:	Not reported
Contact:	Not reported
RP Phone:	Not reported
RP Extension:	Not reported

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Site Manager: Not reported

FL Financial Assurance 3:

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY
Effective Date:	07/01/2006
Expire Date:	07/01/2010
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY
Effective Date:	07/01/2010
Expire Date:	07/01/2011
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY
Effective Date:	07/01/2011
Expire Date:	07/01/2012
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245
Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY
Effective Date:	07/01/2012
Expire Date:	07/01/2013
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245
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Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY
Effective Date:	07/01/2013
Expire Date:	07/01/2014
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245
Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY
Effective Date:	07/02/2014
Expire Date:	07/01/2015
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY INSURANCE CO
Effective Date:	07/01/2015
Expire Date:	07/01/2016
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY INSURANCE CO
Effective Date:	07/01/2016
Expire Date:	07/01/2017

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245
Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY INSURANCE CO
Effective Date:	07/01/2017
Expire Date:	07/01/2018
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245
Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY INSURANCE CO
Effective Date:	07/01/2018
Expire Date:	07/01/2019
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245
Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number
EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES HS (Continued) **U001380236**

Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY INSURANCE CO
Effective Date:	07/01/2019
Expire Date:	07/01/2020
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES HS
Address:	6750 PANTHER LANE
City,State,Zip:	FORT MYERS, FL 33919
Region:	3
Facility ID:	8627150
Facility Phone:	2397070987
Facility Status:	OPEN
Facility Type:	H
Type Description:	Local Government
DEP CO:	P
Finaincial Responsibility:	INSURANCE
Insurance Company:	COMMERCE & INDUSTRY INSURANCE CO
Effective Date:	07/01/2021
Expire Date:	07/01/2022
Owner ID:	12724
Onwer Name:	LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address:	3308 CANAL ST
Owner Address2:	ATTN: STORAGE TANK REGIS
Owner City,St,Zip:	FORT MYERS, FL 33916
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Resp Party Phone:	2394794245

A3
NNE
1/8-1/4
0.172 mi.
909 ft.

CYPRESS LAKE HIGH SCHOOL
6750 PANTHER LN
FORT MYERS, FL 33919

Site 2 of 2 in cluster A

RCRA-VSQG **1012177040**
FLR000153015

Relative:
Higher

Actual:
4 ft.

RCRA Listings:

Date Form Received by Agency:	20090220
Handler Name:	Cypress Lake High School
Handler Address:	PANTHER LN
Handler City,State,Zip:	FORT MYERS, FL 33919-6342
EPA ID:	FLR000153015
Contact Name:	PAULA BLAIR
Contact Address:	PANTHER LN
Contact City,State,Zip:	FORT MYERS, FL 33919-6342
Contact Telephone:	239-481-2233
Contact Fax:	Not reported
Contact Email:	PAULAJB@LEESCHOOLS.NET
Contact Title:	CHEMISTRY TEACHER

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number
EPA ID Number

CYPRESS LAKE HIGH SCHOOL (Continued) **1012177040**

EPA Region:	04
Land Type:	County
Federal Waste Generator Description:	Conditionally Exempt Small Quantity Generator
Non-Notifier:	Not reported
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Handler Activities
State District Owner:	FI
State District:	SD
Mailing Address:	PANTHER LN
Mailing City,State,Zip:	FORT MYERS, FL 33919-6342
Owner Name:	Lee County School Board
Owner Type:	Private
Operator Name:	Lee County School Board
Operator Type:	Private
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No
Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	N
Sub-Part K Indicator:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
202 GPRA Corrective Action Baseline:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20110623
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	No
Manifest Broker:	No
Sub-Part P Indicator:	No

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

CYPRESS LAKE HIGH SCHOOL (Continued) **1012177040**

Hazardous Waste Summary:
Waste Code: D001
Waste Description: Ignitable Waste

Waste Code: D002
Waste Description: Corrosive Waste

Waste Code: D003
Waste Description: Reactive Waste

Waste Code: D009
Waste Description: Mercury

Handler - Owner Operator:
Owner/Operator Indicator: Operator
Owner/Operator Name: LEE COUNTY SCHOOL BOARD
Legal Status: Private
Date Became Current: 19690701
Date Ended Current: Not reported
Owner/Operator Address: 2855 COLONIAL BLVD
Owner/Operator City,State,Zip: FORT MYERS, FL 33966-1012
Owner/Operator Telephone: 239-337-8628
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: LEE COUNTY SCHOOL BOARD
Legal Status: Private
Date Became Current: 19611019
Date Ended Current: Not reported
Owner/Operator Address: 2855 COLONIAL BLVD
Owner/Operator City,State,Zip: FORT MYERS, FL 33966-1012
Owner/Operator Telephone: 239-337-8628
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner
Owner/Operator Name: LEE COUNTY SCHOOL BOARD
Legal Status: Private
Date Became Current: 19611019
Date Ended Current: Not reported
Owner/Operator Address: 2855 COLONIAL BLVD
Owner/Operator City,State,Zip: FORT MYERS, FL 33966-1012
Owner/Operator Telephone: 239-337-8628
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator
Owner/Operator Name: LEE COUNTY SCHOOL BOARD
Legal Status: Private
Date Became Current: 19690701
Date Ended Current: Not reported
Owner/Operator Address: 2855 COLONIAL BLVD

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

CYPRESS LAKE HIGH SCHOOL (Continued) **1012177040**

Owner/Operator City,State,Zip: FORT MYERS, FL 33966-1012
Owner/Operator Telephone: 239-337-8628
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Historic Generators:
Receive Date: 20090220
Handler Name: CYPRESS LAKE HIGH SCHOOL
Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator
State District Owner: FI
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes
Non Storage Recycler Activity: Not reported
Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
NAICS Code: 61111
NAICS Description: ELEMENTARY AND SECONDARY SCHOOLS

Facility Has Received Notices of Violations:
Violations: No Violations Found

Evaluation Action Summary:
Evaluations: No Evaluations Found

B4
WNW
1/8-1/4
0.173 mi.
914 ft.

MYERLEE COUNTRY CLUB **LUST U001359039**
1380 MYERLEE COUNTRY CLUB BLVD **UST N/A**
FORT MYERS, FL 33919 **AST**
DWM CONTAM

Site 1 of 2 in cluster B

Relative: Higher

Actual: 4 ft.

LUST:
Name: MYERLEE COUNTRY CLUB
Address: 1380 MYERLEE COUNTRY CLUB BLVD
City,State,Zip: FORT MYERS, FL 33919
Region: STATE
Facility Id: 8839550
Facility Status: OPEN
Facility Type: C - Fuel user/Non-retail
Facility Phone: (813)481-1479
Facility Cleanup Rank: 11086
District: South District
Lat/Long (dms): 26 32 6.72060000 / 81 54 13.4562000
Section: Not reported
Township: Not reported
Range: Not reported
Feature: Not reported
Method: UNVR
Datum: 0
Score: 9

MYERLEE COUNTRY CLUB (Continued) **U001359039**

Score Effective Date:	2012-04-06 00:00:00
Score When Ranked:	9
Operator:	MYERLEE COUNTRY CLUB
Name Update:	Not reported
Address Update:	Not reported

Petroleum Cleanup PCT Facility Score:

Facility Cleanup Status:	CMPL - COMPLETED
Contact:	Not reported
Contact Company:	MYERLEE COUNTRY CLUB
Contact Address:	1380 MYERLEE COUNTRY CLUB BLVD
Contact City/State/Zip:	FORT MYERS, FL 33919
Phone:	(813)481-1479
Bad Address Ind:	N
State:	FL
Zip:	33919, 6618
Score:	9
Score Effective Date:	2012-04-06 00:00:00
Related Party ID:	15126
Primary RP Role:	ACCOUNT OWNER
RP Begin Date:	1988-02-26
RP Zip:	6618
RP Extension:	Not reported

Discharge Cleanup Summary:

Discharge Date:	10/1/1990
PCT Discharge Combined:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Disch Cleanup Status Date:	10/4/2013
Cleanup Work Status:	COMPLETED
Information Source:	D - DISCHARGE NOTIFICATION
Other Source Description:	Not reported
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	MOLOSKY_V
Site Mgr End Date:	10/21/2013
Tank Office:	PCTM5 - PETROLEUM CLEANUP TEAM 5

Petroleum Cleanup Program Eligibility:

Facility ID:	8839550
Discharge Date:	10/1/1990
Pct Discharge Combined With:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Disch Cleanup Status Date:	10/4/2013
Cleanup Work Status:	COMPLETED
Information Source:	D - DISCHARGE NOTIFICATION
Other Source Description:	Not reported
Application Received Date:	1990-10-15 00:00:00
Cleanup Program:	C - PETROLEUM CLEANUP PARTICIPATION PROGRAM
Eligibility Status:	1997-02-07 00:00:00
Elig Status Date:	1997-02-07 00:00:00
Letter Of Intent Date:	1997-01-21 00:00:00
Redetermined:	No
Inspection Date:	1990-10-02 00:00:00
Site Manager:	MOLOSKY_V
Site Mgr End Date:	10/21/2013
Tank Office:	PCTM5 - PETROLEUM CLEANUP TEAM 5

MYERLEE COUNTRY CLUB (Continued) **U001359039**

Deductible Amount:	Not reported
Deductible Paid To Date:	0
Co-Pay Amount:	25
Co-Pay Paid To Date:	0
Cap Amount:	400000

Contaminated Media:

Discharge Date:	10/1/1990
Pct Discharge Combined With:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Disch Cleanup Status Date:	10/4/2013
Cleanup Work Status:	COMPLETED
Information Source:	D - DISCHARGE NOTIFICATION
Other Source Description:	Not reported
Elig Indicator:	E - ELIGIBLE
Site Manager:	MOLOSKY_V
Site Mgr End Date:	10/21/2013
Tank Office:	PCTM5 - PETROLEUM CLEANUP TEAM
Contaminated Drinking Wells:	0
Contaminated Monitoring Well:	No
Contaminated Soil:	Yes
Contaminated Surface Water:	No
Contaminated Ground Water:	No
Pollutant:	D - Vehicular Diesel
Pollutant Other Description:	Not reported
Gallons Discharged:	Not reported

Task Information:

District:	SD
Facility ID:	8839550
Facility Status:	OPEN
Facility Type:	C - Fuel user/Non-retail -
County:	LEE
County ID:	36
Cleanup Eligibility Status:	E
Source Effective Date:	10-04-2013
Discharge Date:	10-01-1990
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Disch Cleanup Status Date:	10-04-2013
SRC Action Type:	NFA - NO FURTHER ACTION
SRC Submit Date:	07-15-2013
SRC Review Date:	07-23-2013
SRC Completion Status:	A - APPROVED
SRC Issue Date:	10-04-2013
SRC Comment:	Not reported
Cleanup Work Status:	COMPLETED
Site Mgr:	MOLOSKY_V
Site Mgr End Date:	10-21-2013
Tank Office:	PCTM5 - Team 5
SR Task ID:	89589
SR Cleanup Responsible:	-
SR Funding Eligibility Type:	-
SR Actual Cost:	Not reported
SR Completion Date:	10-02-1990
SR Payment Date:	Not reported
SR Oral Date:	Not reported

MYERLEE COUNTRY CLUB (Continued) **U001359039**

SR Written Date:	Not reported
SR Soil Removal:	Y
SR Free Product Removal:	Not reported
SR Soil Tonnage Removed:	225
SR Soil Treatment:	Not reported
SR Other Treatment:	Not reported
SR Alternate Proc Received Date:	Not reported
SR Alternate Procedure Status:	Not reported
SR Alternate Procedure Status Date:	Not reported
SR Alternate Procedure Comments:	Not reported
SA Task ID:	43034
SA Cleanup Responsible:	-
SA Funding Eligibility Type:	-
SA Actual Cost:	Not reported
SA Completion Date:	Not reported
SA Payment Date:	Not reported
RAP Task ID:	Not reported
RAP Cleanup Responsible ID:	-
RAP Funding Eligibility Type:	-
RAP Actual Cost:	Not reported
RAP Completion Date:	Not reported
RAP Payment Date:	Not reported
RAP Last Order Approved:	Not reported
RA Task ID:	90769
RA Cleanup Responsible:	-
RA Funding Eligibility Type:	-
RA Years to Complete:	0
RA Actual Cost:	Not reported

Click here for Florida Oculus:

UST:

Facility ID:	8839550
Name:	MYERLEE COUNTRY CLUB
Address:	1380 MYERLEE COUNTRY CLUB BLVD
City,State,Zip:	FORT MYERS, FL 33919
Facility Phone:	8134811479
Facility Status:	OPEN
Facility Type:	C
Type Description:	Fuel user/Non-retail
Depco:	P
Region:	STATE
Positioning Method:	UNVR
Latitude/Longitude:	26 31 55 / 81 54 17

UST:

Tank ID:	1
Tank Capacity:	500
Tank Location:	UNDERGROUND
Tank Status:	B
Status Date:	10/31/1990
Install Date:	Not reported
Substance:	C
Content Description:	Gasohol
Vessel Indicator:	TANK
DEP Contractor:	P

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

MYERLEE COUNTRY CLUB (Continued) **U001359039**

Owner:
- Owner ID: 15126
- Owner Name: MYERLEE COUNTRY CLUB
- Owner Address: 1380 MYERLEE COUNTRY CLUB BLVD
- Owner Address 2: Not reported
- Owner City,State,Zip: FORT MYERS, FL 33919
- Owner Contact: Not reported
- Owner Phone: 8134811479

- Tank ID: 2
- Tank Capacity: 300
- Tank Location: UNDERGROUND
- Tank Status: B
- Status Date: 10/31/1990
- Install Date: Not reported
- Substance: D
- Content Description: Vehicular Diesel
- Vessel Indicator: TANK
- DEP Contractor: P

Owner:
- Owner ID: 15126
- Owner Name: MYERLEE COUNTRY CLUB
- Owner Address: 1380 MYERLEE COUNTRY CLUB BLVD
- Owner Address 2: Not reported
- Owner City,State,Zip: FORT MYERS, FL 33919
- Owner Contact: Not reported
- Owner Phone: 8134811479

AST:
- Facility ID: 8839550
- Name: MYERLEE COUNTRY CLUB
- Address: 1380 MYERLEE COUNTRY CLUB BLVD
- City,State,Zip: FORT MYERS, FL 33919
- Facility Phone: 8134811479
- Facility Status: OPEN
- Facility Type: C
- Type Description: Fuel user/Non-retail
- Depco: P
- Region: STATE
- Positioning Method: UNVR
- Latitude/Longitude: 26 31 55 / 81 54 17

Tank:
- Tank ID: 3
- Tank Capacity: 550
- Tank Location: ABOVEGROUND
- Tank Status: U
- Status Date: Not reported
- Install Date: 8/1/1990
- Substance: B
- Content Description: Unleaded Gas
- Vessel Indicator: TANK
- DEP Contractor: P

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number
EPA ID Number

MYERLEE COUNTRY CLUB (Continued) **U001359039**

Owner:
Owner ID: 15126
Owner Name: MYERLEE COUNTRY CLUB
Owner Address: 1380 MYERLEE COUNTRY CLUB BLVD
Owner Address 2: Not reported
Owner City,State,Zip: FORT MYERS, FL 33919
Owner Contact: Not reported
Owner Phone: 8134811479

Tank ID: 4
Tank Capacity: 550
Tank Location: ABOVEGROUND
Tank Status: U
Status Date: Not reported
Install Date: 8/1/1990
Substance: D
Content Description: Vehicular Diesel
Vessel Indicator: TANK
DEP Contractor: P

Owner:
Owner ID: 15126
Owner Name: MYERLEE COUNTRY CLUB
Owner Address: 1380 MYERLEE COUNTRY CLUB BLVD
Owner Address 2: Not reported
Owner City,State,Zip: FORT MYERS, FL 33919
Owner Contact: Not reported
Owner Phone: 8134811479

DWM CONTAM:
Name: MYERLEE COUNTRY CLUB
Address: 1380 MYERLEE COUNTRY CLUB BLVD
City,State,Zip: FORT MYERS, FL
Program Site Id: 8839550
Lat DD: 26
Lat MM: 31
Lat SS: Not reported
Long DD: 81
Long MM: 54
Long SS: 17
Office/ District: SD
Program Area: PETROLEUM
Priority Score: Not reported
Datum: 0
Method: UNVR
Facility Status: CLOSED-STCM
Facility Type: Not reported
Score Effective Date: Not reported
Score When Ranked: Not reported
Rank: Not reported
Operator: Not reported
Phone: Not reported
Name Changed: Not reported
Addr Changed: Not reported

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

MYERLEE COUNTRY CLUB (Continued) **U001359039**

Related Party ID:	Not reported
Primary RP Role:	Not reported
RP Begin Date:	Not reported
RP Name:	Not reported
RP Address1:	Not reported
RP Address2:	Not reported
RP City:	Not reported
RP State:	Not reported
RP Zip5:	Not reported
RP Zip4:	Not reported
Contact:	Not reported
RP Phone:	Not reported
RP Extension:	Not reported
Site Manager:	Not reported

B5 **MYERLEE GOLF & COUNTRY CLUB** **RCRA NonGen / NLR** **1014389119**
WNW **1380 MYERLEE COUNTRY CLUB BLVD** **FLR000170001**
1/8-1/4 **CAPE CORAL, FL 33990**
0.181 mi.
954 ft. **Site 2 of 2 in cluster B**

Relative: **Higher**

Actual: **4 ft.**

RCRA Listings:

Date Form Received by Agency:	20100929
Handler Name:	Myerlee Golf & Country Club
Handler Address:	MYERLEE COUNTRY CLUB BLVD
Handler City,State,Zip:	CAPE CORAL, FL 33990
EPA ID:	FLR000170001
Contact Name:	GARY EBERLE
Contact Address:	MYERLY COUNTRY CLUB BLVD
Contact City,State,Zip:	FORT MYERS, FL 33919
Contact Telephone:	239-481-1479
Contact Fax:	Not reported
Contact Email:	Not reported
Contact Title:	SUPERINTENDENT
EPA Region:	04
Land Type:	Private
Federal Waste Generator Description:	Not a generator, verified
Non-Notifier:	X
Biennial Report Cycle:	Not reported
Accessibility:	Not reported
Active Site Indicator:	Not reported
State District Owner:	FI
State District:	SD
Mailing Address:	MYERLEE COUNTRY CLUB BLVD
Mailing City,State,Zip:	CAPE CORAL, FL 33990
Owner Name:	Myerlee Golf & Country Club
Owner Type:	Private
Operator Name:	Not reported
Operator Type:	Not reported
Short-Term Generator Activity:	No
Importer Activity:	No
Mixed Waste Generator:	No
Transporter Activity:	No
Transfer Facility Activity:	No
Recycler Activity with Storage:	No
Small Quantity On-Site Burner Exemption:	No
Smelting Melting and Refining Furnace Exemption:	No
Underground Injection Control:	No

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

MYERLEE GOLF & COUNTRY CLUB (Continued) **1014389119**

Off-Site Waste Receipt:	No
Universal Waste Indicator:	No
Universal Waste Destination Facility:	No
Federal Universal Waste:	No
Active Site State-Reg Handler:	---
Federal Facility Indicator:	Not reported
Hazardous Secondary Material Indicator:	NN
Sub-Part K Indicator:	Not reported
2018 GPRA Permit Baseline:	Not on the Baseline
2018 GPRA Renewals Baseline:	Not on the Baseline
202 GPRA Corrective Action Baseline:	No
Subject to Corrective Action Universe:	No
Non-TSDFs Where RCRA CA has Been Imposed Universe:	No
Corrective Action Priority Ranking:	No NCAPS ranking
Environmental Control Indicator:	No
Institutional Control Indicator:	No
Human Exposure Controls Indicator:	N/A
Groundwater Controls Indicator:	N/A
Significant Non-Complier Universe:	No
Unaddressed Significant Non-Complier Universe:	No
Addressed Significant Non-Complier Universe:	No
Significant Non-Complier With a Compliance Schedule Universe:	No
Financial Assurance Required:	Not reported
Handler Date of Last Change:	20110623
Recognized Trader-Importer:	No
Recognized Trader-Exporter:	No
Importer of Spent Lead Acid Batteries:	No
Exporter of Spent Lead Acid Batteries:	No
Recycler Activity Without Storage:	Not reported
Manifest Broker:	Not reported
Sub-Part P Indicator:	No

Handler - Owner Operator:

Owner/Operator Indicator:	Owner
Owner/Operator Name:	MYERLEE GOLF & COUNTRY CLUB
Legal Status:	Private
Date Became Current:	20101001
Date Ended Current:	Not reported
Owner/Operator Address:	1380 MYERLEE COUNTRY CLUB BLVD
Owner/Operator City,State,Zip:	CAPE CORAL, FL 33990
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Owner/Operator Indicator:	Owner
Owner/Operator Name:	MYERLEE GOLF & COUNTRY CLUB
Legal Status:	Private
Date Became Current:	20101001
Date Ended Current:	Not reported
Owner/Operator Address:	1380 MYERLEE COUNTRY CLUB BLVD
Owner/Operator City,State,Zip:	CAPE CORAL, FL 33990
Owner/Operator Telephone:	Not reported
Owner/Operator Telephone Ext:	Not reported
Owner/Operator Fax:	Not reported
Owner/Operator Email:	Not reported

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s)

EDR ID Number
EPA ID Number

MYERLEE GOLF & COUNTRY CLUB (Continued) **1014389119**

Historic Generators:
- Receive Date: 20100929
- Handler Name: MYERLEE GOLF & COUNTRY CLUB
- Federal Waste Generator Description: Not a generator, verified
- State District Owner: FI
- Large Quantity Handler of Universal Waste: No
- Recognized Trader Importer: No
- Recognized Trader Exporter: No
- Spent Lead Acid Battery Importer: No
- Spent Lead Acid Battery Exporter: No
- Current Record: Yes
- Non Storage Recycler Activity: Not reported
- Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:
- NAICS Code: 71391
- NAICS Description: GOLF COURSES AND COUNTRY CLUBS

Has the Facility Received Notices of Violations:
- Found Violation: Yes
- Agency Which Determined Violation: State
- Violation Short Description: State Statute or Regulation
- Date Violation was Determined: 20100929
- Actual Return to Compliance Date: 20101102
- Return to Compliance Qualifier: Unverifiable
- Violation Responsible Agency: State
- Scheduled Compliance Date: Not reported
- Enforcement Identifier: 123
- Date of Enforcement Action: 20101018
- Enforcement Responsible Agency: State
- Enforcement Docket Number: Not reported
- Enforcement Attorney: Not reported
- Corrective Action Component: No
- Appeal Initiated Date: Not reported
- Appeal Resolution Date: Not reported
- Disposition Status Date: Not reported
- Disposition Status: Not reported
- Disposition Status Description: Not reported
- Consent/Final Order Sequence Number: Not reported
- Consent/Final Order Respondent Name: Not reported
- Consent/Final Order Lead Agency: Not reported
- Enforcement Type: DEP NON-COMPLIANCE LETTER
- Enforcement Responsible Person: NPP
- Enforcement Responsible Sub-Organization: SD
- SEP Sequence Number: Not reported
- SEP Expenditure Amount: Not reported
- SEP Scheduled Completion Date: Not reported
- SEP Actual Date: Not reported
- SEP Defaulted Date: Not reported
- SEP Type: Not reported
- SEP Type Description: Not reported
- Proposed Amount: Not reported
- Final Monetary Amount: Not reported
- Paid Amount: Not reported
- Final Count: Not reported
- Final Amount: Not reported

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

MYERLEE GOLF & COUNTRY CLUB (Continued) **1014389119**

Found Violation: Yes
Agency Which Determined Violation: State
Violation Short Description: State Statute or Regulation
Date Violation was Determined: 20100929
Actual Return to Compliance Date: 20101102
Return to Compliance Qualifier: Unverifiable
Violation Responsible Agency: State
Scheduled Compliance Date: Not reported
Enforcement Identifier: 123
Date of Enforcement Action: 20101018
Enforcement Responsible Agency: State
Enforcement Docket Number: Not reported
Enforcement Attorney: Not reported
Corrective Action Component: No
Appeal Initiated Date: Not reported
Appeal Resolution Date: Not reported
Disposition Status Date: Not reported
Disposition Status: Not reported
Disposition Status Description: Not reported
Consent/Final Order Sequence Number: Not reported
Consent/Final Order Respondent Name: Not reported
Consent/Final Order Lead Agency: Not reported
Enforcement Type: DEP NON-COMPLIANCE LETTER
Enforcement Responsible Person: NPP
Enforcement Responsible Sub-Organization: SD
SEP Sequence Number: Not reported
SEP Expenditure Amount: Not reported
SEP Scheduled Completion Date: Not reported
SEP Actual Date: Not reported
SEP Defaulted Date: Not reported
SEP Type: Not reported
SEP Type Description: Not reported
Proposed Amount: Not reported
Final Monetary Amount: Not reported
Paid Amount: Not reported
Final Count: Not reported
Final Amount: Not reported

Evaluation Action Summary:
Evaluation Date: 20100929
Evaluation Responsible Agency: State
Found Violation: Yes
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: NPP
Evaluation Responsible Sub-Organization: SD
Actual Return to Compliance Date: 20101102
Scheduled Compliance Date: Not reported
Date of Request: Not reported
Date Response Received: Not reported
Request Agency: Not reported
Former Citation: Not reported

Evaluation Date: 20100929
Evaluation Responsible Agency: State
Found Violation: Yes
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE
Evaluation Responsible Person Identifier: NPP

MAP FINDINGS

Map ID / Direction / Distance / Elevation | Site | Database(s) | EDR ID Number / EPA ID Number

MYERLEE GOLF & COUNTRY CLUB (Continued) **1014389119**

Evaluation Responsible Sub-Organization:	SD
Actual Return to Compliance Date:	20101102
Scheduled Compliance Date:	Not reported
Date of Request:	Not reported
Date Response Received:	Not reported
Request Agency:	Not reported
Former Citation:	Not reported

6
SE
1/4-1/2
0.478 mi.
2526 ft.

ANU TWIST VENTURES, INC. **SWF/LF** **S113898843**
7296 SWAN LAKE DR **N/A**
FORT MYERS, FL 33919

Relative:
Higher

Actual:
4 ft.

SWF/LF:

Name:	ANU TWIST VENTURES, INC.
Address:	7296 SWAN LAKE DR
City,State,Zip:	FORT MYERS, FL 33919
Facility ID:	95908
District:	SD
Lat/Long:	:: / ::
Class Type:	754
Classification:	WASTE TIRE COLLECTOR
Class Status:	INACTIVE (I)
Section:	Not reported
Township:	Not reported
Range:	Not reported
Responsible Authority Name:	Not reported
Responsible Authority Address:	Not reported
Responsible Authority City,St,Zip:	Not reported
Responsible Authority Phone:	Not reported
EMail Address1:	Not reported
EMail Address2:	Not reported
Site Supervisor Name:	Not reported
Site Supervisor Addr:	Not reported
Site Supervisor City/State/Zip:	Not reported
Site Supervisor Telephone:	Not reported
Land Owner Name:	Not reported
Land Owner Address:	Not reported
Land Owner City/State/Zip:	Not reported
Land Owner Telephone:	Not reported

Click here for Florida Oculus:

7
North
1/4-1/2
0.492 mi.
2600 ft.

LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL **LUST** **U001359063**
8901 CYPRESS LAKE DR **UST** **N/A**
FORT MYERS, FL 33919 **DWM CONTAM**

Relative:
Higher

Actual:
4 ft.

LUST:

Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL
Address:	8901 CYPRESS LAKE DR
City,State,Zip:	FORT MYERS, FL 33919
Region:	STATE

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number
EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL (Continued) **U001359063**

Facility Id:	8841827
Facility Status:	CLOSED
Facility Type:	H - Local Government
Facility Phone:	(813)334-1102
Facility Cleanup Rank:	12937
District:	South District
Lat/Long (dms):	26 32 42.0940000 / 81 54 8.46729999
Section:	Not reported
Township:	Not reported
Range:	Not reported
Feature:	Not reported
Method:	UNVR
Datum:	0
Score:	9
Score Effective Date:	2011-07-27 00:00:00
Score When Ranked:	6
Operator:	LEE CNTY SCHOOL BD
Name Update:	2005-05-16 00:00:00
Address Update:	Not reported

Petroleum Cleanup PCT Facility Score:

Facility Cleanup Status:	CMPL - COMPLETED
Contact:	STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Contact Company:	LEE CNTY SCHOOL BD-MAINT DEPT
Contact Address:	3308 CANAL ST
Contact City/State/Zip:	FORT MYERS, FL 33916
Phone:	(239)479-4245
Bad Address Ind:	N
State:	FL
Zip:	33919, 5045
Score:	9
Score Effective Date:	2011-07-27 00:00:00
Related Party ID:	12724
Primary RP Role:	ACCOUNT OWNER
RP Begin Date:	1988-10-19
RP Zip:	Not reported
RP Extension:	Not reported

Discharge Cleanup Summary:

Discharge Date:	12/12/1988
PCT Discharge Combined:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Disch Cleanup Status Date:	9/14/2016
Cleanup Work Status:	COMPLETED
Information Source:	E - EDI
Other Source Description:	Not reported
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	MANLEY_M
Site Mgr End Date:	10/14/2016
Tank Office:	PCTM5 - PETROLEUM CLEANUP TEAM 5

Petroleum Cleanup Program Eligibility:

Facility ID:	8841827
Discharge Date:	12/12/1988
Pct Discharge Combined With:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE

LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL (Continued) **U001359063**

Disch Cleanup Status Date:	9/14/2016
Cleanup Work Status:	COMPLETED
Information Source:	E - EDI
Other Source Description:	Not reported
Application Received Date:	1988-12-30 00:00:00
Cleanup Program:	E - EARLY DETECTION INCENTIVE
Eligibility Status:	1989-07-21 00:00:00
Elig Status Date:	1989-07-21 00:00:00
Letter Of Intent Date:	Not reported
Redetermined:	No
Inspection Date:	1989-05-08 00:00:00
Site Manager:	MANLEY_M
Site Mgr End Date:	10/14/2016
Tank Office:	PCTM5 - PETROLEUM CLEANUP TEAM 5
Deductible Amount:	Not reported
Deductible Paid To Date:	0
Co-Pay Amount:	Not reported
Co-Pay Paid To Date:	0
Cap Amount:	Not reported

Contaminated Media:

Discharge Date:	12/12/1988
Pct Discharge Combined With:	Not reported
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Disch Cleanup Status Date:	9/14/2016
Cleanup Work Status:	COMPLETED
Information Source:	E - EDI
Other Source Description:	Not reported
Elig Indicator:	E - ELIGIBLE
Site Manager:	MANLEY_M
Site Mgr End Date:	10/14/2016
Tank Office:	PCTM5 - PETROLEUM CLEANUP TEAM
Contaminated Drinking Wells:	0
Contaminated Monitoring Well:	No
Contaminated Soil:	Yes
Contaminated Surface Water:	No
Contaminated Ground Water:	No
Pollutant:	M - Fuel Oil - Onsite Heat
Pollutant Other Description:	Not reported
Gallons Discharged:	Not reported

Task Information:

District:	SD
Facility ID:	8841827
Facility Status:	CLOSED
Facility Type:	H - Local Government -
County:	LEE
County ID:	36
Cleanup Eligibility Status:	E
Source Effective Date:	09-15-2016
Discharge Date:	12-12-1988
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Disch Cleanup Status Date:	09-14-2016
SRC Action Type:	NFA - NO FURTHER ACTION
SRC Submit Date:	08-05-2013
SRC Review Date:	09-20-2013

Map ID
Direction
Distance
Elevation | Site | MAP FINDINGS | Database(s) | EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL (Continued) **U001359063**

SRC Completion Status:	A - APPROVED
SRC Issue Date:	09-14-2016
SRC Comment:	Not reported
Cleanup Work Status:	COMPLETED
Site Mgr:	MANLEY_M
Site Mgr End Date:	10-14-2016
Tank Office:	PCTM5 - Team 5
SR Task ID:	43184
SR Cleanup Responsible:	ST - STATE
SR Funding Eligibility Type:	-
SR Actual Cost:	Not reported
SR Completion Date:	Not reported
SR Payment Date:	Not reported
SR Oral Date:	Not reported
SR Written Date:	Not reported
SR Soil Removal:	Not reported
SR Free Product Removal:	Not reported
SR Soil Tonnage Removed:	Not reported
SR Soil Treatment:	Not reported
SR Other Treatment:	Not reported
SR Alternate Proc Received Date:	Not reported
SR Alternate Procedure Status:	Not reported
SR Alternate Procedure Status Date:	Not reported
SR Alternate Procedure Comments:	Not reported
SA Task ID:	43185
SA Cleanup Responsible:	ST - STATE
SA Funding Eligibility Type:	-
SA Actual Cost:	Not reported
SA Completion Date:	Not reported
SA Payment Date:	Not reported
RAP Task ID:	43186
RAP Cleanup Responsible ID:	ST - STATE
RAP Funding Eligibility Type:	-
RAP Actual Cost:	Not reported
RAP Completion Date:	Not reported
RAP Payment Date:	Not reported
RAP Last Order Approved:	Not reported
RA Task ID:	43187
RA Cleanup Responsible:	ST - STATE
RA Funding Eligibility Type:	-
RA Years to Complete:	0
RA Actual Cost:	Not reported

Click here for Florida Oculus:

UST:

Facility ID:	8841827
Name:	LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL
Address:	8901 CYPRESS LAKE DR
City,State,Zip:	FORT MYERS, FL 33919
Facility Phone:	8133341102
Facility Status:	CLOSED
Facility Type:	H
Type Description:	Local Government
Depco:	P
Region:	STATE
Positioning Method:	UNVR

Map ID
Direction
Distance
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL (Continued) **U001359063**

Latitude/Longitude: 26 32 31 / 81 54 11

UST:
Tank ID: 1
Tank Capacity: 1000
Tank Location: UNDERGROUND
Tank Status: B
Status Date: 07/31/1991
Install Date: 7/1/1962
Substance: M
Content Description: Fuel Oil - Onsite Heat
Vessel Indicator: TANK
DEP Contractor: P

Owner:
Owner ID: 12724
Owner Name: LEE CNTY SCHOOL BD-MAINT DEPT
Owner Address: 3308 CANAL ST
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City,State,Zip: FORT MYERS, FL 33916
Owner Contact: STEPHEN HANNA/JAMES FLOCK;ROX LANIER @239-479-4210
Owner Phone: 2394794245

DWM CONTAM:
Name: LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL
Address: 8901 CYPRESS LAKE DR
City,State,Zip: FORT MYERS, FL
Program Site Id: 8841827
Lat DD: 26
Lat MM: 32
Lat SS: Not reported
Long DD: 81
Long MM: 54
Long SS: 11
Office/ District: SD
Program Area: PETROLEUM
Priority Score: Not reported
Datum: 0
Method: UNVR
Facility Status: CLOSED-STCM
Facility Type: Not reported
Score Effective Date: Not reported
Score When Ranked: Not reported
Rank: Not reported
Operator: Not reported
Phone: Not reported
Name Changed: Not reported
Addr Changed: Not reported
Related Party ID: Not reported
Primary RP Role: Not reported
RP Begin Date: Not reported
RP Name: Not reported
RP Address1: Not reported
RP Address2: Not reported
RP City: Not reported
RP State: Not reported

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number

LEE CNTY SCHOOL BD-CYPRESS LAKES MIDDLE SCHOOL (Continued) **U001359063**

RP Zip5:	Not reported
RP Zip4:	Not reported
Contact:	Not reported
RP Phone:	Not reported
RP Extension:	Not reported
Site Manager:	Not reported

Count: 0 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
		NO SITES FOUND			

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: EPA
Telephone: N/A
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: EPA
Telephone: N/A
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Lists of Federal Delisted NPL sites

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: EPA
Telephone: N/A
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Quarterly

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 03/26/2023
Date Data Arrived at EDR: 03/28/2023
Date Made Active in Reports: 05/30/2023
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 06/23/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 10/23/2023
Data Release Frequency: Quarterly

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 10/23/2023
Data Release Frequency: Quarterly

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 07/24/2023
Date Data Arrived at EDR: 07/31/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 14

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

Lists of Federal RCRA TSD facilities

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 07/24/2023
Date Data Arrived at EDR: 07/31/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

Lists of Federal RCRA generators

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 07/24/2023
Date Data Arrived at EDR: 07/31/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 07/24/2023
Date Data Arrived at EDR: 07/31/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 07/24/2023
Date Data Arrived at EDR: 07/31/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/25/2023
Date Data Arrived at EDR: 05/31/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 54

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 08/02/2023
Next Scheduled EDR Contact: 11/20/2023
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 05/22/2023
Date Data Arrived at EDR: 05/23/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 62

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/21/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 05/22/2023
Date Data Arrived at EDR: 05/23/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 62

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/21/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/12/2023
Date Data Arrived at EDR: 06/20/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 55

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 06/20/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

Lists of state- and tribal hazardous waste facilities

SHWS: Florida's State-Funded Action Sites

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 02/09/2023
Date Data Arrived at EDR: 02/14/2023
Date Made Active in Reports: 05/09/2023
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-488-0190
Last EDR Contact: 08/18/2023
Next Scheduled EDR Contact: 11/17/2023
Data Release Frequency: Semi-Annually

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: Solid Waste Facility Database

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 04/10/2023
Date Data Arrived at EDR: 04/11/2023
Date Made Active in Reports: 06/23/2023
Number of Days to Update: 73

Source: Department of Environmental Protection
Telephone: 850-922-7121
Last EDR Contact: 07/10/2023
Next Scheduled EDR Contact: 10/23/2023
Data Release Frequency: Quarterly

Lists of state and tribal leaking storage tanks

LAST: Leaking Aboveground Storage Tank Listing

The file for Leaking Aboveground Storage Tanks. Please remember STCM does not track the source of the discharge so the agency provides a list of facilities with an aboveground tank and an open discharge split by facilities with aboveground tanks only and facilities with aboveground and underground tanks.

Date of Government Version: 04/24/2023
Date Data Arrived at EDR: 04/25/2023
Date Made Active in Reports: 07/17/2023
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8799
Last EDR Contact: 07/25/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Varies

LUST: Petroleum Contamination Detail Report

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 04/24/2023
Date Data Arrived at EDR: 04/25/2023
Date Made Active in Reports: 07/18/2023
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 07/25/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/20/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66
Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/19/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66
Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/19/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66
Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/14/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66
Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/25/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66
Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/26/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66
Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 04/20/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66
Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 05/09/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/20/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

Lists of state and tribal registered storage tanks

FF TANKS: Federal Facilities Listing
A listing of federal facilities with storage tanks.

Date of Government Version: 03/07/2023
Date Data Arrived at EDR: 03/08/2023
Date Made Active in Reports: 05/23/2023
Number of Days to Update: 76

Source: Department of Environmental Protection
Telephone: 850-245-8250
Last EDR Contact: 06/15/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 03/08/2023
Date Data Arrived at EDR: 03/09/2023
Date Made Active in Reports: 05/30/2023
Number of Days to Update: 82

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 06/27/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

UST: Storage Tank Facility Information
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 05/11/2023
Date Data Arrived at EDR: 05/11/2023
Date Made Active in Reports: 08/02/2023
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 07/19/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Quarterly

AST: Storage Tank Facility Information
Registered Aboveground Storage Tanks.

Date of Government Version: 05/11/2023
Date Data Arrived at EDR: 05/11/2023
Date Made Active in Reports: 08/02/2023
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8839
Last EDR Contact: 07/19/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Quarterly

INDIAN UST R10: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/20/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 04/20/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/19/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/25/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/20/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/14/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/26/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/20/2023
Date Data Arrived at EDR: 05/09/2023
Date Made Active in Reports: 07/14/2023
Number of Days to Update: 66

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 07/17/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

TANKS: Storage Tank Facility List

This listing includes storage tank facilities that do not have tank information. The tanks have either be closed or removed from the site, but the facilities were still registered at some point in history.

Date of Government Version: 05/11/2023
Date Data Arrived at EDR: 05/11/2023
Date Made Active in Reports: 08/01/2023
Number of Days to Update: 82

Source: Department of Environmental Protection
Telephone: 850-245-8841
Last EDR Contact: 07/19/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

ENG CONTROLS: Institutional Controls Registry

The registry is a database of all contaminated sites in the state of Florida which are subject to engineering controls. Engineering Controls encompass a variety of engineered remedies to contain and/or reduce contamination, and/or physical barriers intended to limit access to property. ECs include fences, signs, guards, landfill caps, provision of potable water, slurry walls, sheet pile (vertical caps), pumping and treatment of groundwater, monitoring wells, and vapor extraction systems.

Date of Government Version: 03/27/2023
Date Data Arrived at EDR: 03/28/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 73

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 06/23/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Semi-Annually

Inst Control: Institutional Controls Registry

The registry is a database of all contaminated sites in the state of Florida which are subject to institutional and engineering controls.

Date of Government Version: 03/27/2023
Date Data Arrived at EDR: 03/28/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 73

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 03/28/2023
Next Scheduled EDR Contact: 07/10/2023
Data Release Frequency: Semi-Annually

Lists of state and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 06/13/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Varies

VCP: Voluntary Cleanup Sites

Listing of closed and active voluntary cleanup sites.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2022
Date Data Arrived at EDR: 08/11/2022
Date Made Active in Reports: 11/02/2022
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8705
Last EDR Contact: 08/18/2023
Next Scheduled EDR Contact: 11/27/2023
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 07/08/2021
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

Lists of state and tribal brownfield sites

BSRA: Brownfield Site Rehabilitation Agreements Listing

The BSRA provides DEP and the public assurance that site rehabilitation will be conducted in accordance with Florida Statutes and DEP's Contaminated Site Cleanup Criteria rule. In addition, the BSRA provides limited liability protection for the voluntary responsible party. The BSRA contains various commitments by the voluntary responsible party, including milestones for completion of site rehabilitation tasks and submittal of technical reports and plans. It also contains a commitment by DEP to review technical reports according to an agreed upon schedule. Only those brownfield sites with an executed BSRA are eligible to apply for a voluntary cleanup tax credit incentive pursuant to Section 376.30781, Florida Statutes.

Date of Government Version: 03/09/2023
Date Data Arrived at EDR: 03/28/2023
Date Made Active in Reports: 06/15/2023
Number of Days to Update: 79

Source: Department of Environmental Protection
Telephone: 850-245-8934
Last EDR Contact: 06/23/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Varies

BROWNFIELDS: Brownfields Sites Database

Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination.

Date of Government Version: 03/08/2023
Date Data Arrived at EDR: 03/28/2023
Date Made Active in Reports: 06/15/2023
Number of Days to Update: 79

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 06/29/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Semi-Annually

BROWNFIELDS AREAS: Brownfields Areas Database

A "brownfield area" means a contiguous area of one or more brownfield sites, some of which may not be contaminated, that has been designated as such by a local government resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency (EPA) designated brownfield pilot projects. This layer provides a polygon representation of the boundaries of these designated Brownfield Areas in Florida.

Date of Government Version: 03/07/2023
Date Data Arrived at EDR: 03/28/2023
Date Made Active in Reports: 06/15/2023
Number of Days to Update: 79

Source: Department of Environmental Protection
Telephone: 850-245-8934
Last EDR Contact: 06/23/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 04/06/2023
Date Data Arrived at EDR: 04/13/2023
Date Made Active in Reports: 04/19/2023
Number of Days to Update: 6

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 08/30/2023
Next Scheduled EDR Contact: 09/25/2023
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Centers

A listing of recycling centers located in the state of Florida.

Date of Government Version: 12/20/2022
Date Data Arrived at EDR: 01/10/2023
Date Made Active in Reports: 03/27/2023
Number of Days to Update: 76

Source: Department of Environmental Protection
Telephone: 850-245-8718
Last EDR Contact: 07/13/2023
Next Scheduled EDR Contact: 10/23/2023
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 07/19/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Varies

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 07/11/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 07/27/2023
Next Scheduled EDR Contact: 11/13/2023
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 05/22/2023
Date Data Arrived at EDR: 05/23/2023
Date Made Active in Reports: 07/10/2023
Number of Days to Update: 48

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/21/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: No Update Planned

PRIORITYCLEANERS: Priority Ranking List

The Florida Legislature has established a state-funded program to cleanup properties that are contaminated as a result of the operations of a drycleaning facility.

Date of Government Version: 03/16/2023
Date Data Arrived at EDR: 05/08/2023
Date Made Active in Reports: 08/02/2023
Number of Days to Update: 86

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 08/08/2023
Next Scheduled EDR Contact: 11/20/2023
Data Release Frequency: Varies

FL SITES: Sites List

This summary status report was developed from a number of lists including the Eckhardt list, the Moffit list, the EPA Hazardous Waste Sites list, EPA's Emergency & Remedial Response information System list (RCRA Section 3012) & existing department lists such as the obsolete uncontrolled Hazardous Waste Sites list. This list is no longer updated.

Date of Government Version: 12/31/1989
Date Data Arrived at EDR: 05/09/1994
Date Made Active in Reports: 08/04/1994
Number of Days to Update: 87

Source: Department of Environmental Protection
Telephone: 850-245-8705
Last EDR Contact: 03/24/1994
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/22/2023
Date Data Arrived at EDR: 05/23/2023
Date Made Active in Reports: 07/10/2023
Number of Days to Update: 48

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/21/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Quarterly

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 03/19/2023
Date Data Arrived at EDR: 03/21/2023
Date Made Active in Reports: 05/30/2023
Number of Days to Update: 70

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 06/20/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

SPILLS: Oil and Hazardous Materials Incidents
Statewide oil and hazardous materials inland incidents.

Date of Government Version: 03/29/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 06/15/2023
Number of Days to Update: 77

Source: Department of Environmental Protection
Telephone: 850-245-2010
Last EDR Contact: 06/27/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Semi-Annually

SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/10/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/04/2013
Number of Days to Update: 60

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch
Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 09/01/2001
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 03/06/2013
Number of Days to Update: 62

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 07/24/2023
Date Data Arrived at EDR: 07/31/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 14

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 05/08/2023
Date Data Arrived at EDR: 05/16/2023
Date Made Active in Reports: 07/10/2023
Number of Days to Update: 55

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 11/27/2023
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 06/07/2021
Date Data Arrived at EDR: 07/13/2021
Date Made Active in Reports: 03/09/2022
Number of Days to Update: 239

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 07/10/2023
Next Scheduled EDR Contact: 10/23/2023
Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/11/2018
Date Made Active in Reports: 11/06/2019
Number of Days to Update: 574

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 07/30/2021
Date Data Arrived at EDR: 02/03/2023
Date Made Active in Reports: 02/10/2023
Number of Days to Update: 7

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 08/01/2023
Next Scheduled EDR Contact: 11/20/2023
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 06/19/2023
Date Data Arrived at EDR: 06/20/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 55

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 06/20/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 11/13/2023
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 08/03/2023
Next Scheduled EDR Contact: 11/13/2023
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 06/14/2022
Date Made Active in Reports: 03/24/2023
Number of Days to Update: 283

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 06/16/2023
Next Scheduled EDR Contact: 09/25/2023
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2021
Date Data Arrived at EDR: 02/16/2023
Date Made Active in Reports: 05/02/2023
Number of Days to Update: 75

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 08/18/2023
Next Scheduled EDR Contact: 11/27/2023
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 04/17/2023
Date Data Arrived at EDR: 04/18/2023
Date Made Active in Reports: 07/10/2023
Number of Days to Update: 83

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 07/18/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 12/11/2023
Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/27/2022
Date Data Arrived at EDR: 05/04/2022
Date Made Active in Reports: 05/10/2022
Number of Days to Update: 6

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 06/12/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 11/13/2023
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 03/20/2023
Date Data Arrived at EDR: 04/04/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 66

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 07/07/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 06/27/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 03/15/2023
Date Data Arrived at EDR: 03/21/2023
Date Made Active in Reports: 05/30/2023
Number of Days to Update: 70
Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 07/12/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2021
Date Data Arrived at EDR: 04/14/2023
Date Made Active in Reports: 07/10/2023
Number of Days to Update: 87
Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 12/11/2023
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 251
Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 08/28/2023
Next Scheduled EDR Contact: 12/11/2023
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 08/03/2023
Next Scheduled EDR Contact: 11/13/2023
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 06/22/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020
Date Data Arrived at EDR: 01/28/2020
Date Made Active in Reports: 04/17/2020
Number of Days to Update: 80

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 07/25/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 03/31/2023
Date Data Arrived at EDR: 04/20/2023
Date Made Active in Reports: 07/10/2023
Number of Days to Update: 81

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 06/27/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2021
Date Data Arrived at EDR: 03/09/2023
Date Made Active in Reports: 03/20/2023
Number of Days to Update: 11

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Biennially

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 03/03/2023
Date Data Arrived at EDR: 03/03/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 98

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 07/26/2023
Next Scheduled EDR Contact: 11/13/2023
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019
Date Data Arrived at EDR: 11/15/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 74

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 11/27/2023
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 06/22/2023
Date Data Arrived at EDR: 07/06/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 18

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 09/01/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data
A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File
Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 05/01/2023
Date Data Arrived at EDR: 05/24/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 61

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 08/22/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

MINES VIOLATIONS: MSHA Violation Assessment Data
Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 04/03/2023
Date Data Arrived at EDR: 04/04/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 66

Source: DOL, Mine Safety & Health Admi
Telephone: 202-693-9424
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 11/20/2023
Data Release Frequency: Quarterly

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing
This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 01/07/2022
Date Data Arrived at EDR: 02/24/2023
Date Made Active in Reports: 05/17/2023
Number of Days to Update: 82

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/24/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing
Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/24/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines
An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/13/2023
Date Data Arrived at EDR: 06/14/2023
Date Made Active in Reports: 08/14/2023
Number of Days to Update: 61

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 08/29/2023
Next Scheduled EDR Contact: 12/18/2023
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 05/04/2023
Date Data Arrived at EDR: 05/25/2023
Date Made Active in Reports: 07/24/2023
Number of Days to Update: 60

Source: EPA
Telephone: (404) 562-9900
Last EDR Contact: 08/29/2023
Next Scheduled EDR Contact: 12/11/2023
Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 03/25/2023
Date Data Arrived at EDR: 03/31/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 70

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 06/29/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 11/09/2021
Date Data Arrived at EDR: 10/20/2022
Date Made Active in Reports: 01/10/2023
Number of Days to Update: 82

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 07/06/2023
Next Scheduled EDR Contact: 10/23/2023
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021
Date Data Arrived at EDR: 05/21/2021
Date Made Active in Reports: 08/11/2021
Number of Days to Update: 82

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/15/2023
Date Data Arrived at EDR: 05/17/2023
Date Made Active in Reports: 07/10/2023
Number of Days to Update: 54

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 11/27/2023
Data Release Frequency: Quarterly

PFAS NPL: Superfund Sites with PFAS Detections Information

EPA's Office of Land and Emergency Management and EPA Regional Offices maintain data describing what is known about site investigations, contamination, and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) where PFAS is present in the environment.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 06/07/2023
Date Data Arrived at EDR: 06/08/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 1

Source: Environmental Protection Agency
Telephone: 703-603-8895
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS FEDERAL SITES: Federal Sites PFAS Information

Several federal entities, such as the federal Superfund program, Department of Defense, National Aeronautics and Space Administration, Department of Transportation, and Department of Energy provided information for sites with known or suspected detections at federal facilities.

Date of Government Version: 03/30/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 04/07/2023
Number of Days to Update: 8

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS TSCA: PFAS Manufacture and Imports Information

EPA issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. EPA publishes non-confidential business information (non-CBI) and includes descriptive information about each site, corporate parent, production volume, other manufacturing information, and processing and use information.

Date of Government Version: 03/30/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 71

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS RCRA MANIFEST: PFAS Transfers Identified In the RCRA Database Listing

To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: PFAS, PFOA, PFOS, PERFL, AFFF, GENX, GEN-X (plus the VT waste codes). These keywords were searched for in the following text fields: Manifest handling instructions (MANIFEST_HANDLING_INSTR), Non-hazardous waste description (NON_HAZ_WASTE_DESCRIPTION), DOT printed information (DOT_PRINTED_INFORMATION), Waste line handling instructions (WASTE_LINE_HANDLING_INSTR), Waste residue comments (WASTE_RESIDUE_COMMENTS).

Date of Government Version: 03/30/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 05/02/2023
Number of Days to Update: 33

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS ATSDR: PFAS Contamination Site Location Listing

PFAS contamination site locations from the Department of Health & Human Services, Center for Disease Control & Prevention. ATSDR is involved at a number of PFAS-related sites, either directly or through assisting state and federal partners. As of now, most sites are related to drinking water contamination connected with PFAS production facilities or fire training areas where aqueous film-forming firefighting foam (AFFF) was regularly used.

Date of Government Version: 06/24/2020
Date Data Arrived at EDR: 03/17/2021
Date Made Active in Reports: 11/08/2022
Number of Days to Update: 601

Source: Department of Health & Human Services
Telephone: 202-741-5770
Last EDR Contact: 07/19/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Varies

PFAS WQP: Ambient Environmental Sampling for PFAS

The Water Quality Portal (WQP) is a part of a modernized repository storing ambient sampling data for all environmental media and tissue samples. A wide range of federal, state, tribal and local governments, academic and non-governmental organizations and individuals submit project details and sampling results to this public repository. The information is commonly used for research and assessments of environmental quality.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/30/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 05/02/2023
Number of Days to Update: 33

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS NPDES: Clean Water Act Discharge Monitoring Information

Any discharger of pollutants to waters of the United States from a point source must have a National Pollutant Discharge Elimination System (NPDES) permit. The process for obtaining limits involves the regulated entity (permittee) disclosing releases in a NPDES permit application and the permitting authority (typically the state but sometimes EPA) deciding whether to require monitoring or monitoring with limits. Caveats and Limitations: Less than half of states have required PFAS monitoring for at least one of their permittees and fewer states have established PFAS effluent limits for permittees. New rulemakings have been initiated that may increase the number of facilities monitoring for PFAS in the future.

Date of Government Version: 03/30/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 04/07/2023
Number of Days to Update: 8

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS ECHO: Facilities in Industries that May Be Handling PFAS Listing

Regulators and the public have expressed interest in knowing which regulated entities may be using PFAS. EPA has developed a dataset from various sources that show which industries may be handling PFAS. Approximately 120,000 facilities subject to federal environmental programs have operated or currently operate in industry sectors with processes that may involve handling and/or release of PFAS.

Date of Government Version: 03/30/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 04/03/2023
Number of Days to Update: 4

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS ECHO FIRE TRAINING: Facilities in Industries that May Be Handling PFAS Listing

A list of fire training sites was added to the Industry Sectors dataset using a keyword search on the permitted facilitys name to identify sites where fire-fighting foam may have been used in training exercises. Additionally, you may view an example spreadsheet of the subset of fire training facility data, as well as the keywords used in selecting or deselecting a facility for the subset. as well as the keywords used in selecting or deselecting a facility for the subset. These keywords were tested to maximize accuracy in selecting facilities that may use fire-fighting foam in training exercises, however, due to the lack of a required reporting field in the data systems for designating fire training sites, this methodology may not identify all fire training sites or may potentially misidentify them.

Date of Government Version: 03/30/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 04/03/2023
Number of Days to Update: 4

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS PART 139 AIRPORT: All Certified Part 139 Airports PFAS Information Listing

Since July 1, 2006, all certified part 139 airports are required to have fire-fighting foam onsite that meet military specifications (MIL-F-24385) (14 CFR 139.317). To date, these military specification fire-fighting foams are fluorinated and have been historically used for training and extinguishing. The 2018 FAA Reauthorization Act has a provision stating that no later than October 2021, FAA shall not require the use of fluorinated AFFF. This provision does not prohibit the use of fluorinated AFFF at Part 139 civilian airports; it only prohibits FAA from mandating its use. The Federal Aviation Administration?s document AC 150/5210-6D - Aircraft Fire Extinguishing Agents provides guidance on Aircraft Fire Extinguishing Agents, which includes Aqueous Film Forming Foam (AFFF).

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/30/2023
Date Data Arrived at EDR: 03/30/2023
Date Made Active in Reports: 04/03/2023
Number of Days to Update: 4

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

AQUEOUS FOAM NRC: Aqueous Foam Related Incidents Listing

The National Response Center (NRC) serves as an emergency call center that fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. The spreadsheets posted to the NRC website contain initial incident data that has not been validated or investigated by a federal/state response agency. Response center calls from 1990 to the most recent complete calendar year where there was indication of Aqueous Film Forming Foam (AFFF) usage are included in this dataset. NRC calls may reference AFFF usage in the ?Material Involved? or ?Incident Description? fields.

Date of Government Version: 04/27/2023
Date Data Arrived at EDR: 04/27/2023
Date Made Active in Reports: 05/02/2023
Number of Days to Update: 5

Source: Environmental Protection Agency
Telephone: 202-272-0167
Last EDR Contact: 07/06/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS: PFOS and PFOA stand for perfluorooctane sulfonate and perfluorooctanoic acid

PFOS and PFOA stand for perfluorooctane sulfonate and perfluorooctanoic acid, respectively. Both are fluorinated organic chemicals, part of a larger family of compounds referred to as perfluoroalkyl substances (PFASs).

Date of Government Version: 04/19/2023
Date Data Arrived at EDR: 04/20/2023
Date Made Active in Reports: 07/05/2023
Number of Days to Update: 76

Source: Department of Environmental Protection
Telephone: 850-245-8690
Last EDR Contact: 07/19/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Varies

AQUEOUS FOAM: Former Fire Training Facility Assessments Listing

DEP has conducted initial environmental assessments related to the historic and current use of chemicals found in aqueous film forming foam (AFFF) at fire training facilities throughout Florida

Date of Government Version: 05/11/2023
Date Data Arrived at EDR: 05/16/2023
Date Made Active in Reports: 05/31/2023
Number of Days to Update: 15

Source: Department of Environmental Protection
Telephone: 850-245-8690
Last EDR Contact: 08/29/2023
Next Scheduled EDR Contact: 12/18/2023
Data Release Frequency: Varies

AIRS: Permitted Facilities Listing

A listing of Air Resources Management permits.

Date of Government Version: 07/19/2023
Date Data Arrived at EDR: 07/20/2023
Date Made Active in Reports: 08/16/2023
Number of Days to Update: 27

Source: Department of Environmental Protection
Telephone: 850-921-9558
Last EDR Contact: 07/19/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Varies

ASBESTOS: Asbestos Notification Listing

Asbestos sites

Date of Government Version: 05/10/2023
Date Data Arrived at EDR: 05/11/2023
Date Made Active in Reports: 08/01/2023
Number of Days to Update: 82

Source: Department of Environmental Protection
Telephone: 850-717-9086
Last EDR Contact: 08/09/2023
Next Scheduled EDR Contact: 11/27/2023
Data Release Frequency: Varies

CLEANUP SITES: DEP Cleanup Sites - Contamination Locator Map Listing

This listing includes the locations of waste cleanup sites from various programs. The source of the cleanup site data includes Hazardous Waste programs, Site Investigation Section, Compliance and Enforcement Tracking, Drycleaning State Funded Cleanup Program (possibly other state funded cleanup), Storage Tank Contamination Monitoring.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/29/2022
Date Data Arrived at EDR: 02/21/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 78

Source: Department of Environmental Protection
Telephone: 866-282-0787
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Quarterly

DEDB: Ethylene Dibromide Database Results

Ethylene dibromide (EDB), a soil fumigant, that has been detected in drinking water wells. The amount found exceeds the maximum contaminant level as stated in Chapter 62-550 or 520. It is a potential threat to public health when present in drinking water.

Date of Government Version: 12/07/2022
Date Data Arrived at EDR: 12/07/2022
Date Made Active in Reports: 03/01/2023
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-245-8335
Last EDR Contact: 06/06/2023
Next Scheduled EDR Contact: 09/25/2023
Data Release Frequency: Varies

DRYCLEANERS: Drycleaning Facilities

The Drycleaners database, maintained by the Department of Environmental Protection, provides information about permitted dry cleaner facilities.

Date of Government Version: 04/17/2023
Date Data Arrived at EDR: 04/18/2023
Date Made Active in Reports: 06/30/2023
Number of Days to Update: 73

Source: Department of Environmental Protection
Telephone: 850-245-8927
Last EDR Contact: 07/18/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Semi-Annually

DWM CONTAM: DWM CONTAMINATED SITES

A listing of active or known sites. The listing includes sites that need cleanup but are not actively being working on because the agency currently does not have funding (primarily petroleum and drycleaning).

Date of Government Version: 10/12/2022
Date Data Arrived at EDR: 01/04/2023
Date Made Active in Reports: 03/21/2023
Number of Days to Update: 76

Source: Department of Environmental Protection
Telephone: 850-245-7503
Last EDR Contact: 07/07/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

A list of hazardous waste facilities required to provide financial assurance under RCRA.

Date of Government Version: 04/01/2023
Date Data Arrived at EDR: 04/25/2023
Date Made Active in Reports: 07/17/2023
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8793
Last EDR Contact: 07/25/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Semi-Annually

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities.

Date of Government Version: 04/01/2023
Date Data Arrived at EDR: 04/25/2023
Date Made Active in Reports: 07/17/2023
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8743
Last EDR Contact: 07/25/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Semi-Annually

Financial Assurance 3: Financial Assurance Information Listing

A listing of financial assurance information for storage tanks sites.

Date of Government Version: 05/09/2023
Date Data Arrived at EDR: 05/10/2023
Date Made Active in Reports: 08/02/2023
Number of Days to Update: 84

Source: Department of Environmental Protection
Telephone: 850-245-8853
Last EDR Contact: 07/19/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FL Cattle Dip. Vats: Cattle Dipping Vats

From the 1910's through the 1950's, these vats were filled with an arsenic solution for the control and eradication of the cattle fever tick. Other pesticides, such as DDT, were also widely used. By State law, all cattle, horses, mules, goats, and other susceptible animals were required to be dipped every 14 days. Under certain circumstances, the arsenic and other pesticides remaining at the site may present an environmental or public health hazard.

Date of Government Version: 09/27/2019
Date Data Arrived at EDR: 01/10/2020
Date Made Active in Reports: 02/11/2020
Number of Days to Update: 32

Source: Department of Environmental Protection
Telephone: 850-245-4444
Last EDR Contact: 07/07/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: No Update Planned

HW GEN: Hazardous Waste Generators

Small Quantity Hazardous Waste Generators are regulated under the federal Resource Conservation and Recovery Act (RCRA) and applicable state regulations as generators of hazardous wastes in quantities greater than 100 Kg but less than 1,000 Kg in any one calendar month. Large Quantity Generators of Hazardous Waste are tracked in this coverage based on their notification to the Department of Environmental Protection as to their handler status, or based on inspections conducted at their facilities. These facilities are regulated under the federal Resource Conservation and Recovery Act (RCRA) and applicable state regulations as generators of hazardous wastes in quantities equal to or greater than 1,000 Kg in any one calendar month.

Date of Government Version: 03/22/2023
Date Data Arrived at EDR: 03/23/2023
Date Made Active in Reports: 06/05/2023
Number of Days to Update: 74

Source: Department of Environmental Protection
Telephone: 850-245-8758
Last EDR Contact: 06/15/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Quarterly

RESP PARTY: Responsible Party Sites Listing

Open, inactive and closed responsible party sites

Date of Government Version: 03/27/2023
Date Data Arrived at EDR: 03/28/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 73

Source: Department of Environmental Protection
Telephone: 850-245-8758
Last EDR Contact: 06/23/2023
Next Scheduled EDR Contact: 10/09/2023
Data Release Frequency: Quarterly

SITE INV SITES: Site Investigation Section Sites Listing

Statewide coverage of Site Investigation Section (SIS) sites. Site Investigation is a Section within the Bureau of Waste Cleanup, Division of Waste Management. SIS provides technical support to FDEP District Waste Cleanup Programs and conducts contamination assessments throughout the state.

Date of Government Version: 05/15/2023
Date Data Arrived at EDR: 05/16/2023
Date Made Active in Reports: 08/07/2023
Number of Days to Update: 83

Source: Department of Environmental Protection
Telephone: 850-245-8953
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 11/27/2023
Data Release Frequency: Quarterly

TIER 2: Tier 2 Facility Listing

A listing of facilities which store or manufacture hazardous materials that submit a chemical inventory report.

Date of Government Version: 12/31/2022
Date Data Arrived at EDR: 06/07/2023
Date Made Active in Reports: 08/28/2023
Number of Days to Update: 82

Source: Department of Environmental Protection
Telephone: 850-413-9970
Last EDR Contact: 08/29/2023
Next Scheduled EDR Contact: 12/18/2023
Data Release Frequency: Varies

UIC: Underground Injection Wells Database Listing

A listing of Class I wells. Class I wells are used to inject hazardous waste, nonhazardous waste, or municipal waste below the lowermost USDW.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 04/13/2023
Date Data Arrived at EDR: 04/14/2023
Date Made Active in Reports: 04/19/2023
Number of Days to Update: 5

Source: Department of Environmental Protection
Telephone: 850-245-8655
Last EDR Contact: 07/11/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

WASTEWATER: Wastewater Facility Regulation Database
Domestic and industrial wastewater facilities.

Date of Government Version: 05/01/2023
Date Data Arrived at EDR: 05/02/2023
Date Made Active in Reports: 07/18/2023
Number of Days to Update: 77

Source: Department of Environmental Protection
Telephone: 850-245-8600
Last EDR Contact: 07/31/2023
Next Scheduled EDR Contact: 11/13/2023
Data Release Frequency: Quarterly

PCS ENF: Enforcement data
No description is available for this data

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 02/05/2015
Date Made Active in Reports: 03/06/2015
Number of Days to Update: 29

Source: EPA
Telephone: 202-564-2497
Last EDR Contact: 06/27/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

PFAS TRIS: List of PFAS Added to the TRI
Section 7321 of the National Defense Authorization Act for Fiscal Year 2020 (NDAA) immediately added certain per- and polyfluoroalkyl substances (PFAS) to the list of chemicals covered by the Toxics Release Inventory (TRI) under Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA) and provided a framework for additional PFAS to be added to TRI on an annual basis.

Date of Government Version: 06/07/2023
Date Data Arrived at EDR: 06/08/2023
Date Made Active in Reports: 06/09/2023
Number of Days to Update: 1

Source: Environmental Protection Agency
Telephone: 202-566-0250
Last EDR Contact: 07/05/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

BIOSOLIDS: ICIS-NPDES Biosolids Facility Data
The data reflects compliance information about facilities in the biosolids program.

Date of Government Version: 07/16/2023
Date Data Arrived at EDR: 07/18/2023
Date Made Active in Reports: 08/28/2023
Number of Days to Update: 41

Source: Environmental Protection Agency
Telephone: 202-564-4700
Last EDR Contact: 07/18/2023
Next Scheduled EDR Contact: 10/30/2023
Data Release Frequency: Varies

PCS: Permit Compliance System
PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011
Date Data Arrived at EDR: 08/05/2011
Date Made Active in Reports: 09/29/2011
Number of Days to Update: 55

Source: EPA, Office of Water
Telephone: 202-564-2496
Last EDR Contact: 06/27/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: No Update Planned

MINES MRDS: Mineral Resources Data System
Mineral Resources Data System

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 08/23/2022
Date Data Arrived at EDR: 11/22/2022
Date Made Active in Reports: 02/28/2023
Number of Days to Update: 98

Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 08/24/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List
The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182
Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List
The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193
Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank
The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182
Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

ALACHUA COUNTY:

FACILITY LIST ALACHUA: Facility List
List of all regulated facilities in Alachua County.

Date of Government Version: 03/16/2023
Date Data Arrived at EDR: 03/17/2023
Date Made Active in Reports: 06/05/2023
Number of Days to Update: 80
Source: Alachua County Environmental Protection Department
Telephone: 352-264-6800
Last EDR Contact: 06/13/2023
Next Scheduled EDR Contact: 10/02/2023
Data Release Frequency: Annually

BROWARD COUNTY:

AST BROWARD: Aboveground Storage Tanks
Aboveground storage tank locations in Broward County.

Date of Government Version: 09/15/2021
Date Data Arrived at EDR: 09/16/2021
Date Made Active in Reports: 12/03/2021
Number of Days to Update: 78
Source: Broward County Environmental Protection Department
Telephone: 954-818-7509
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

HAZMAT BROWARD: Hazardous Material Sites
HM sites use or store greater than 25 gallons of hazardous materials per month.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 05/18/2023
Date Data Arrived at EDR: 05/18/2023
Date Made Active in Reports: 08/07/2023
Number of Days to Update: 81

Source: Broward County Environmental Protection Department
Telephone: 954-818-7509
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Annually

UST BROWARD: Underground Storage Tanks
All known regulated storage tanks within Broward County, including those tanks that have been closed

Date of Government Version: 09/15/2021
Date Data Arrived at EDR: 09/16/2021
Date Made Active in Reports: 12/03/2021
Number of Days to Update: 78

Source: Broward County Environmental Protection Department
Telephone: 954-818-7509
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

HILLSBOROUGH COUNTY:

LF HILLSBOROUGH: Hillsborough County LF
Hillsborough county landfill sites.

Date of Government Version: 01/04/2023
Date Data Arrived at EDR: 01/05/2023
Date Made Active in Reports: 03/21/2023
Number of Days to Update: 75

Source: Hillsborough County Environmental Protection Commission
Telephone: 813-627-2600
Last EDR Contact: 06/27/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Varies

MIAMI-DADE COUNTY:

DADE CO AP: Air Permit Sites
Facilities that release or have a potential to release pollutants.

Date of Government Version: 02/21/2023
Date Data Arrived at EDR: 02/22/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 77

Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

DADE CO AW: Agricultural Waste Listing
A listing of agricultural waste sites

Date of Government Version: 02/21/2023
Date Data Arrived at EDR: 02/22/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 77

Source: Miami-Dade County Division of Environmental Resources Management
Telephone: 305-372-6715
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

DADE CO LF: Miami Dade County Landfill Solid Waste Sites listing.
Miami Dade County Landfill Solid Waste Sites listing.

Date of Government Version: 02/24/2022
Date Data Arrived at EDR: 02/24/2022
Date Made Active in Reports: 05/19/2022
Number of Days to Update: 84

Source: Miami Dade County Environmental Resources Management
Telephone: 305-372-6789
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Varies

DADE CO LW: Liquid Waste Transporter List
The Liquid Waste Transporter permit regulates the transportation of various types of liquid and solid waste, including hazardous waste, waste oil and oily waste waters, septic and grease trap waste, biomedical waste, spent radiator fluid, photo chemical waste, dry sewage sludge, and other types of non-hazardous industrial waste. The Liquid Waste Transporter permits needed to protect the environment and the public from improperly handled and transported waste.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 02/21/2023
Date Data Arrived at EDR: 02/22/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 77

Source: DERM
Telephone: 305-372-6755
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Quarterly

DADE MOP: Marine Facilities Operating Permit

What is this permit used for? Miami-Dade County Ordinance 89-104 and Section 24-18 of the Code of Miami-Dade County require the following types of marine facilities to obtain annual operating permits from DERM: All recreational boat docking facilities with ten (10) or more boat slips, moorings, davit spaces, and vessel tie-up spaces. All boat storage facilities contiguous to tidal waters in Miami-Dade County with ten (10) or more dry storage spaces including boatyards and boat manufacturing facilities.

Date of Government Version: 02/21/2023
Date Data Arrived at EDR: 02/22/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 77

Source: DERM
Telephone: 305-372-3576
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Quarterly

DADE MRE: Maimi River Enforcement

The Miami River Enforcement database files were created for facilities and in some instances vessels that were inspected by a workgroup within the Department that was identified as the Miami River Enforcement Group. The files do not all necessarily reflect enforcement cases and some were created for locations that were permitted by other Sections within the Department.

Date of Government Version: 06/05/2013
Date Data Arrived at EDR: 06/06/2013
Date Made Active in Reports: 08/06/2013
Number of Days to Update: 61

Source: DERM
Telephone: 305-372-3576
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Quarterly

DADE_IW2_4: Industrial Waste Type 2-4 Sites

IW2s are facilities having reclaim or recycling systems with no discharges, aboveground holding tanks or spill prevention and countermeasure plans. IW4s are facilities that discharge an effluent to the ground.

Date of Government Version: 02/21/2023
Date Data Arrived at EDR: 02/22/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 77

Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

DADE_IW5: Industrial Waste Type 5 Sites

Generally these facilities fall under the category of "conditionally exempt small quantity generator" or "small quantity generator".

Date of Government Version: 02/21/2023
Date Data Arrived at EDR: 02/22/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 77

Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

DADE_IW6: Industrial Waste Type 6

Permits issued to those non-residential land uses located within the major drinking water wellfield protection areas that are not served by sanitary sewers. These facilities do not handle hazardous materials but are regulated because of the env. sensitivity of the areas where they are located.

Date of Government Version: 02/21/2023
Date Data Arrived at EDR: 02/22/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 77

Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

DADE_IWP: Industrial Waste Permit Sites
Facilities that either generate more than 25,000 of wastewater per day to sanitary sewers or are pre-defined by EPA.

Date of Government Version: 02/21/2023
Date Data Arrived at EDR: 02/22/2023
Date Made Active in Reports: 05/10/2023
Number of Days to Update: 77
Source: Department of Environmental Resources Management
Telephone: 305-372-6700
Last EDR Contact: 08/10/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

ENF: Enforcement Case Tracking System Sites
Enforcement cases monitored by the Dade County Department of Environmental Resources Management.

Date of Government Version: 05/22/2023
Date Data Arrived at EDR: 05/23/2023
Date Made Active in Reports: 08/11/2023
Number of Days to Update: 80
Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 08/22/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

SPILLS DADE: Fuel Spills Cases
DERM documents fuel spills of sites that are not in a state program.

Date of Government Version: 01/08/2009
Date Data Arrived at EDR: 01/13/2009
Date Made Active in Reports: 02/05/2009
Number of Days to Update: 23
Source: Department of Environmental Resources Management
Telephone: 305-372-6755
Last EDR Contact: 08/15/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

UST DADE: Storage Tanks
A listing of aboveground and underground storage tank site locations.

Date of Government Version: 04/05/2023
Date Data Arrived at EDR: 05/24/2023
Date Made Active in Reports: 08/11/2023
Number of Days to Update: 79
Source: Department of Environmental Resource Management
Telephone: 305-372-6700
Last EDR Contact: 08/24/2023
Next Scheduled EDR Contact: 12/04/2023
Data Release Frequency: Semi-Annually

PALM BEACH COUNTY:

LF PALM BEACH: Palm Beach County LF
Palm Beach County Inventory of Solid Waste Sites.

Date of Government Version: 09/01/2011
Date Data Arrived at EDR: 09/20/2011
Date Made Active in Reports: 10/10/2011
Number of Days to Update: 20
Source: Palm Beach County Solid Waste Authority
Telephone: 561-640-4000
Last EDR Contact: 06/08/2023
Next Scheduled EDR Contact: 09/18/2023
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/16/2022
Date Data Arrived at EDR: 11/16/2022
Date Made Active in Reports: 02/06/2023
Number of Days to Update: 82

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 08/08/2023
Next Scheduled EDR Contact: 11/20/2023
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 04/10/2019
Date Made Active in Reports: 05/16/2019
Number of Days to Update: 36

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 06/27/2023
Next Scheduled EDR Contact: 10/16/2023
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 10/29/2021
Date Made Active in Reports: 01/19/2022
Number of Days to Update: 82

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 07/27/2023
Next Scheduled EDR Contact: 11/06/2023
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/19/2019
Date Made Active in Reports: 09/10/2019
Number of Days to Update: 53

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 07/06/2023
Next Scheduled EDR Contact: 10/23/2023
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2020
Date Data Arrived at EDR: 11/30/2021
Date Made Active in Reports: 02/18/2022
Number of Days to Update: 80

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 08/10/2022
Next Scheduled EDR Contact: 11/27/2023
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 06/19/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 08/30/2023
Next Scheduled EDR Contact: 12/18/2023
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: Endeavor Business Media
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data
Source: Endeavor Business Media
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GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Department of Children & Families
Source: Provider Information
Telephone: 850-488-4900

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005, 2010 and 2015 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory
Source: Department of Environmental Protection
Telephone: 850-245-8238

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STREET AND ADDRESS INFORMATION

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APPENDIX E

INTERVIEW DOCUMENTATION

INTERVIEW DOCUMENTATION

INTERVIEWER: Misti Hamrick

DATE OF ATTEMPTED INTERVIEW: 9/17/2023

IN PERSON
BY PHONE
BY EMAIL Email

NAME:

TITLE/JOB:

AFFILIATION: Lee County Fire Department

ADDRESS:

TELEPHONE:

EMAIL: dforrester@lee.ga.us

REMARKS:

ECA contacted the Lee County Fire Department to determine if this office had records or knowledge of responses in the area of the subject property for petroleum product and/or hazardous substance releases. As of the date of this report, ECA has not received a response. If pertinent information is received that indicates a recognized environmental condition, it will be forwarded under a separate cover.

INTERVIEW DOCUMENTATION

INTERVIEWER: Misti Hamrick

DATE OF ATTEMPTED INTERVIEW: 9/17/2023

IN PERSON
BY PHONE
BY EMAIL Email

NAME:

TITLE/JOB:

AFFILIATION: Lee County

ADDRESS:

TELEPHONE:

EMAIL: Lee-Pio@flhealth.gov

REMARKS

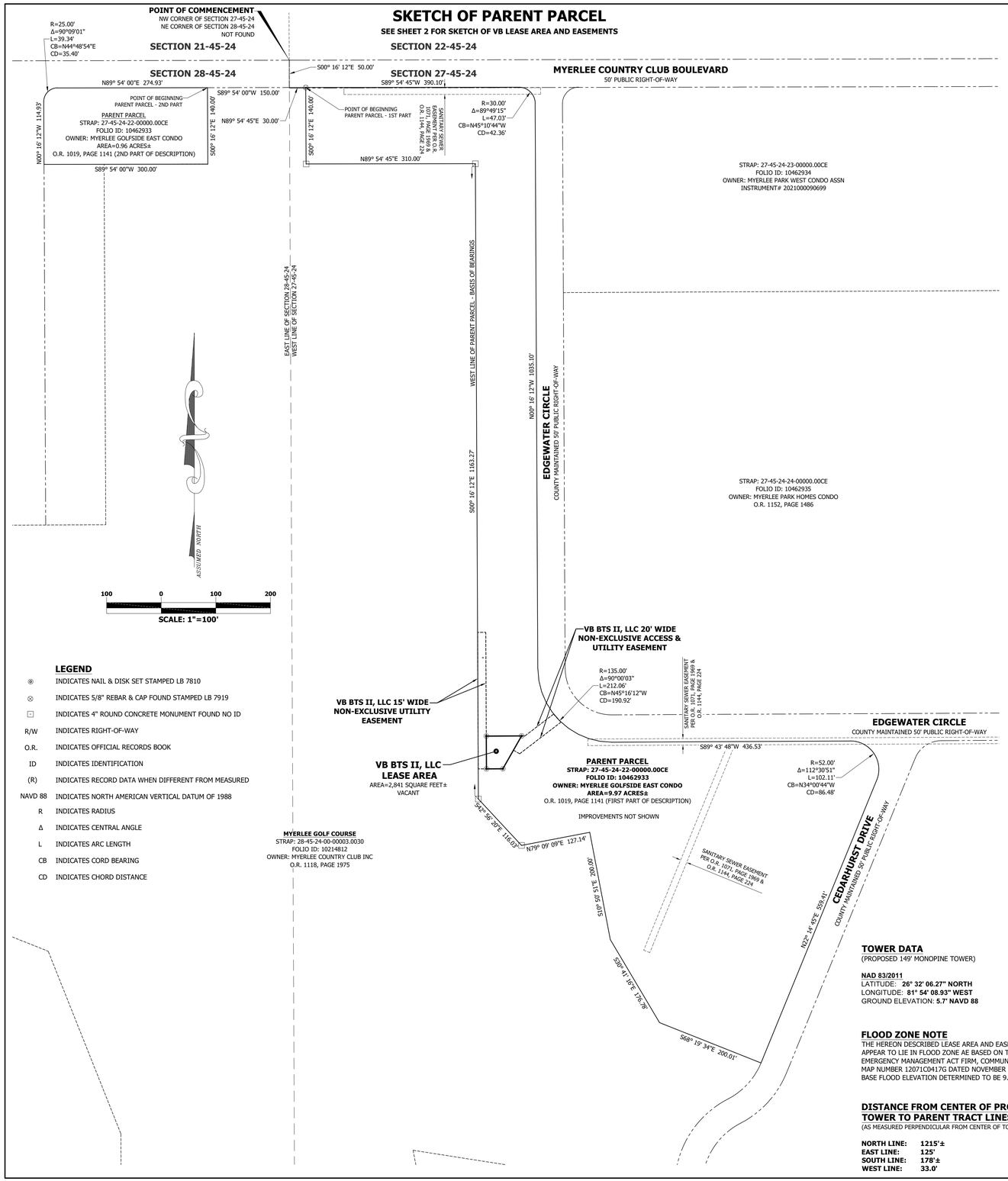
ECA contacted the Florida Department of Health in Lee County to determine if this office had records or knowledge of responses in the area of the subject property for petroleum product and/or hazardous substance releases. As of the date of this report, ECA has not received a response. If pertinent information is received that indicates a recognized environmental condition, it will be forwarded under a separate cover.

For calendar year 2021

Wireline – 9,153
Wireless – 153,427
VoIP – 14,493
SMS – 270
Unclassified – 5,327

SKETCH OF PARENT PARCEL

SEE SHEET 2 FOR SKETCH OF VB LEASE AREA AND EASEMENTS



LEGEND

◉	INDICATES NAIL & DISK SET STAMPED LB 7810
⊗	INDICATES 5/8" REBAR & CAP FOUND STAMPED LB 7919
⊡	INDICATES 4" ROUND CONCRETE MONUMENT FOUND NO ID
R/W	INDICATES RIGHT-OF-WAY
O.R.	INDICATES OFFICIAL RECORDS BOOK
ID	INDICATES IDENTIFICATION
(R)	INDICATES RECORD DATA WHEN DIFFERENT FROM MEASURED
NAVD 88	INDICATES NORTH AMERICAN VERTICAL DATUM OF 1988
R	INDICATES RADIUS
Δ	INDICATES CENTRAL ANGLE
L	INDICATES ARC LENGTH
CB	INDICATES CORD BEARING
CD	INDICATES CHORD DISTANCE

TOWER DATA

(PROPOSED 149' MONOPINE TOWER)

NAD 83/2011
LATITUDE: **26° 32' 06.27" NORTH**
LONGITUDE: **81° 54' 08.93" WEST**
GROUND ELEVATION: **5.7' NAVD 88**

FLOOD ZONE NOTE

THE HEREON DESCRIBED LEASE AREA AND EASEMENTS APPEAR TO LIE IN FLOOD ZONE AE BASED ON THE FEDERAL EMERGENCY MANAGEMENT ACT FIRM, COMMUNITY PANEL MAP NUMBER 12071C0417G DATED NOVEMBER 17, 2022. BASE FLOOD ELEVATION DETERMINED TO BE 9.0' NAVD 88.

DISTANCE FROM CENTER OF PROPOSED TOWER TO PARENT TRACT LINES

(AS MEASURED PERPENDICULAR FROM CENTER OF TOWER)

NORTH LINE: 1215'±
EAST LINE: 125'
SOUTH LINE: 178'±
WEST LINE: 33.0'

THIS SURVEY HAS BEEN DIGITALLY SIGNED AND SEALED BY DAVID W. STONECYPHER, PSM, ON 7/06/2023.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

BOUNDARY & TOPOGRAPHIC SURVEY OF VB BTS II, LLC LEASE AREA

IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

PARENT PARCEL DESCRIPTION (PER REFERENCED TITLE COMMITMENT & O.R. 1019, PAGE 1141)

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 28 AND SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF AFORESAID SECTION 27; THENCE S 0° 16' 12" E ALONG THE WEST LINE OF AFORESAID SECTION 27 A DISTANCE OF 50.00 FEET; THENCE N 89° 54' 45" E, A DISTANCE OF 30.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S 0° 16' 12" E A DISTANCE OF 140.00 FEET; THENCE N 89° 54' 45" E, A DISTANCE OF 1163.27 FEET; THENCE S 42° 56' 20" E, A DISTANCE OF 116.03 FEET; THENCE N 79° 09' 09" E, A DISTANCE OF 127.14 FEET; THENCE S 10° 50' 51" E, A DISTANCE OF 200.00 FEET; THENCE S 30° 41' 16" E, A DISTANCE OF 176.78 FEET; THENCE S 68° 19' 34" E, A DISTANCE OF 200.00 FEET; THENCE N 22° 14' 45" E, A DISTANCE OF 559.41 FEET; THENCE BY CURVE DEFLECTING TO THE LEFT A DISTANCE OF 102.12 FEET, SAID CURVE HAVING A RADIUS OF 52.00 FEET AND A CHORD THAT BEARS N 34° 00' 44" W, A DISTANCE OF 86.48 FEET; THENCE S 89° 43' 48" W, A DISTANCE OF 436.53 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 212.06 FEET, SAID CURVE HAVING A RADIUS OF 135.00 FEET AND A CHORD THAT BEARS N 45° 16' 12" W, A DISTANCE OF 190.92 FEET; THENCE N 0° 16' 12" W, A DISTANCE OF 1035.10 FEET; THENCE BY A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 47.03 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N 45° 10' 44" W, A DISTANCE OF 42.36 FEET; THENCE S 89° 54' 45" W, A DISTANCE OF 390.10 FEET TO THE PLACE OF BEGINNING.

ALSO STARTING AT THE NORTHEAST CORNER OF SECTION 28; THENCE S 0° 16' 12" E ALONG THE EASTERLY LINE OF THE AFORESAID SECTION 28, A DISTANCE OF 50.0 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE S 89° 54' W ALONG THE AFORESAID RIGHT-OF-WAY LINE A DISTANCE OF 150.0 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S 0° 16' 12" E, A DISTANCE OF 140.0 FEET; THENCE S 89° 54' W, A DISTANCE OF 300.0 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE N 0° 16' 12" W ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 114.93 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 39.34 FEET, SAID CURVE HAVING A RADIUS OF 25.0 FEET AND A CHORD THAT BEARS N 44° 48' 54" E, A DISTANCE OF 35.41 FEET; THENCE N 89° 54' E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 274.93 FEET TO THE POINT OF BEGINNING.

PARCEL ID NO.: 27-45-24-22-00000.00CE

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO L & M DEVELOPMENT CORP., A FLORIDA CORPORATION, AS TO INTEREST IN FEE SIMPLE, FROM GUY MEMOLI, INDIVIDUALLY AND AS TRUSTEE, JOINED BY HIS WIFE ROSE MEMOLI, IN A WARRANTY DEED DATED NOVEMBER 1, 1972 AND RECORDED JULY 23, 1973 IN BOOK 970, PAGE 546 IN LEE COUNTY, FLORIDA.

THIS FURTHER BEING THE SAME PROPERTY CONVEYED TO MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, AN ASSOCIATION ORGANIZED PURSUANT TO CHAPTER 711, LAWS OF FLORIDA, 1971, AS TO MANAGEMENT RIGHTS, FROM L & M DEVELOPMENT CORP., A FLORIDA CORPORATION IN A DECLARATION OF CONDOMINIUM OF MYERLEE GOLF EAST CONDOMINIUM DATED JUNE 23, 1974 AND RECORDED JUNE 24, 1974 IN BOOK 1019 PAGE 1141 IN LEE COUNTY, FLORIDA.

VB BTS II, LLC LEASE AREA DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N00° 16' 12"W FOR 60.00 FEET; THENCE N89° 43' 48"E FOR 64.70 FEET; THENCE S29° 46' 20"W FOR 69.31 FEET; THENCE S89° 43' 48"W FOR 30.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING AND BEING IN LEE COUNTY, FLORIDA, CONTAINING 2,841 SQUARE FEET MORE OR LESS.

VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT DESCRIPTION

A 20-FEET WIDE NON-EXCLUSIVE EASEMENT STRIP OF LAND FOR THE PURPOSES OF ACCESS AND UTILITIES LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET; THENCE N00° 16' 12"W FOR 60.00 FEET; THENCE N89° 43' 48"E FOR 64.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND; THENCE CONTINUE N89° 45' 08"E FOR 6.20 FEET; THENCE N52° 35' 51"E FOR 66.00 FEET, TO A NON-TANGENT POINT ON A CURVE AND AN INTERSECTION WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF EDGEWATER CIRCLE (A COUNTY MAINTAINED 50' RIGHT-OF-WAY); THENCE SOUTHEASTERLY FOR 20.10 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 135.00 FEET, CENTRAL ANGLE OF 8° 31' 46", SUBTENDED BY A CHORD HAVING A LENGTH OF 20.08 FEET AND BEARING S42° 27' 42"E; THENCE S52° 35' 51"W FOR 95.27 FEET; THENCE N60° 13' 40"W FOR 13.13 FEET; THENCE N29° 46' 20"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT DESCRIPTION

A 15-FEET WIDE NON-EXCLUSIVE EASEMENT STRIP OF LAND FOR THE PURPOSES OF UTILITIES LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET; THENCE N00° 16' 12"W FOR 250.00 FEET; THENCE S89° 43' 48"W FOR 15.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WEST LINE OF THE PARENT PARCEL AS BEARING S00° 16' 12"E.

2. THE BOUNDARY & TOPOGRAPHIC SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED JUNE 13, 2023.

3. THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. CENTER OF PROPOSED TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON WERE ESTABLISHED FROM RTK GPS OBSERVATIONS REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). THE VALUES FOR THE PROPOSED TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON EXCEED FAA "1-A" ACCURACY REQUIREMENTS. ELEVATIONS SHOWN HEREON ARE NAVD 88 AND REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN) AND NGS BENCHMARK L 719 (PID: DN3746) HAVING A PUBLISHED ELEVATION OF 5.07' NAVD 88.

5. THE PURPOSE OF THIS SURVEY IS TO SET MONUMENTATION FOR A PROPOSED TOWER SITE LEASE AREA AND PROVIDE LEGAL DESCRIPTIONS FOR SAID LEASE AREA AND ASSOCIATED EASEMENTS. THIS IS NOT A SURVEY OF THE PARENT TRACT.

6. MEASURED BEARINGS AND DISTANCES WERE IN SUBSTANTIAL AGREEMENT WITH RECORD DATA UNLESS OTHERWISE NOTED.

7. PROPERTY TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.

8. BASED UPON OUR FIELD WORK AND THE TITLE COMMITMENT, THE VB BTS II, LLC LEASE AREA HAS ACCESS TO EDGEWATER CIRCLE (A COUNTY MAINTAINED 50' WIDE PUBLIC RIGHT-OF-WAY) BY MEANS OF THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT SHOWN IN THIS SURVEY, WHICH EASEMENT AREA LIES ENTIRELY WITHIN THE PARENT TRACT. NO EASEMENTS OR OTHER RIGHTS OF THIRD PARTIES DISCLOSED IN TO THIS SURVEYOR PRECLUDE ACCESS OVER THE PARENT TRACT FROM THE VB BTS II, LLC LEASE AREA TO EDGEWATER CIRCLE (THE PUBLIC RIGHT-OF-WAY).

9. THE VB BTS II, LLC LEASE AREA AND THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT AND THE VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT ARE LOCATED ENTIRELY WITHIN THE DESCRIBED PARENT TRACT.

10. THIS SURVEYOR HAS REVIEWED THE TITLE COMMITMENT, NUMBER VTB-130475-C, PREPARED BY TOWER AGENCY, LLC, AS AN AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 14, 2022. ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THAT COMMITMENT PERTINENT TO THE PARENT TRACT HAVE BEEN SHOWN OR NOTED HEREON.

11. AT THE TIME OF THIS SURVEY, THERE WERE NO VISIBLE ENCROACHMENTS AFFECTING THE VB BTS II, LLC LEASE AREA OR THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT OR THE VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT EXCEPT AS DEPICTED HEREON.

12. ACCORDING TO THE LEE COUNTY GOVERNMENT WEBSITE (LEEGOV.COM), EDGEWATER CIRCLE IS A COUNTY MAINTAINED PUBLIC ROAD. THE WIDTH OF EDGEWATER CIRCLE IS BASED ON THE GAP BETWEEN METES AND BOUNDS DESCRIPTIONS OF THE LANDS ON EACH SIDE OF EDGEWATER CIRCLE. RECORDING INFORMATION FOR EDGEWATER CIRCLE WAS NOT FOUND BY NOR PROVIDED TO THIS SURVEYOR.

13. THIS SURVEY CONSIST OF 2 SHEETS. SEE SHEET 2 FOR LEASE AREA AND EASEMENT DATA AND TOPOGRAPHIC INFORMATION AND ADDITIONAL INFORMATION.

TITLE COMMITMENT NOTE

THIS SURVEY MAP DEPICTS THE LOCATION OF RECORDED ENCUMBRANCES, EASEMENTS, AND OTHER MATTERS LISTED IN THE SCHEDULE B-II OF THE TITLE COMMITMENT, NUMBER VTB-130475-C, PREPARED BY TOWER AGENCY, LLC, AS AN AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 14, 2022.

SEE SHEET 2 FOR NOTES

DAVID WILLIAM STONECYPHER LICENSE No. LS6391 STATE OF Florida

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY; AND TOWER AGENCY, LLC; AND STRATEGIC MARKET SERVICES-FNT; AND VB BTS II, LLC, ITS AFFILIATES, SUBSIDIARIES & LENDERS.

STONECYPHER SURVEYING INC.
1225 NW 16TH AVENUE GAINESVILLE, FLORIDA 32601
Tel.: (352) 379-0948
Email: dws@stone-survey.com
WWW.STONE-SURVEY.COM
Professional Surveying & Mapping Certificate of Authorization No.: LB 7810

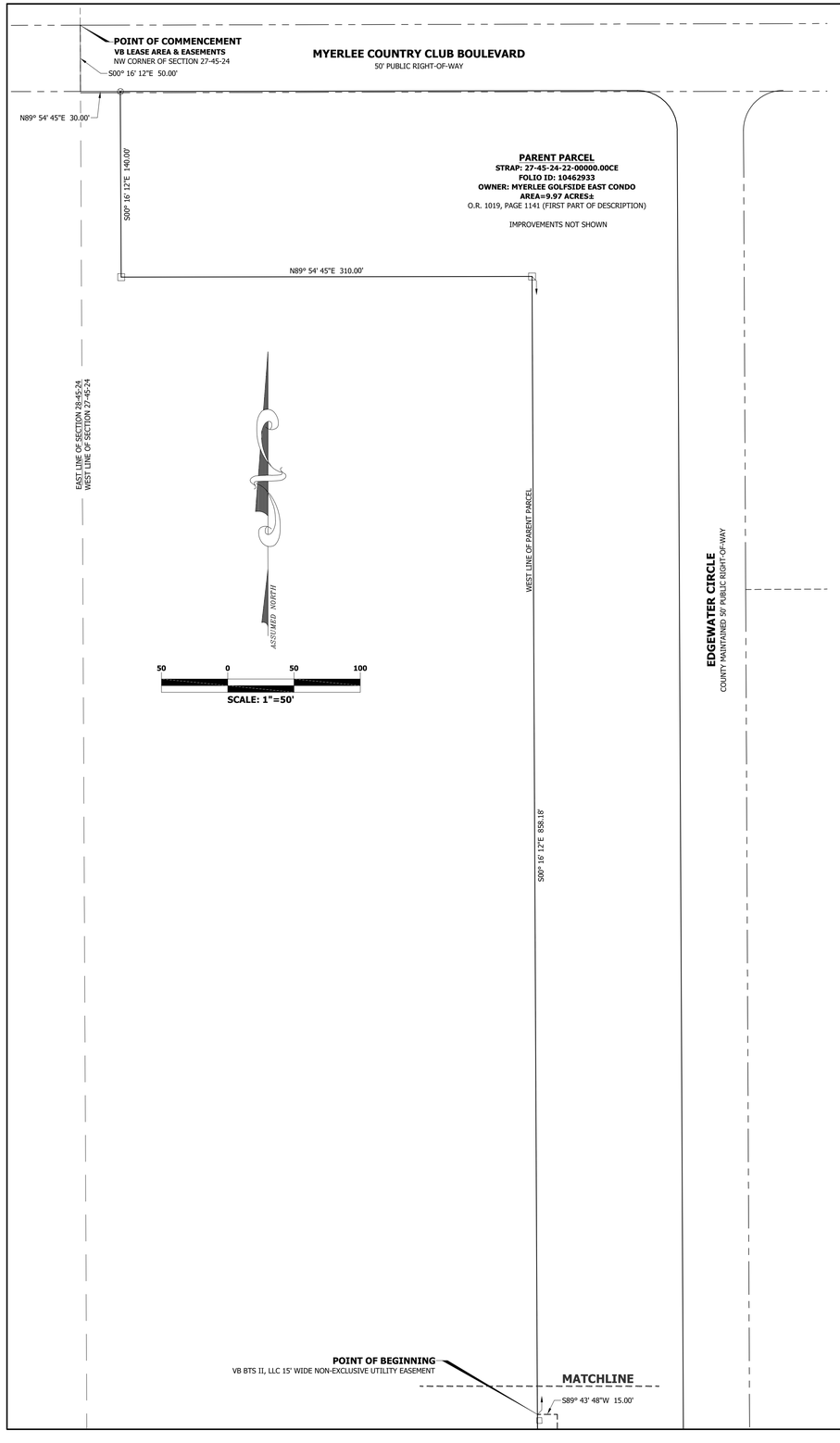
BOOK/PAGE	52/38	This map prepared by: 7-6-2023	SCALE 1"=100'
DRAWN	DWS	**DAVID W. STONECYPHER**	DATE JUNE 13, 2023
CHECKED	DWS	PROFESSIONAL SURVEYOR & MAPPER FLA. LICENSE NO. 6391	PROJECT # 23-0053

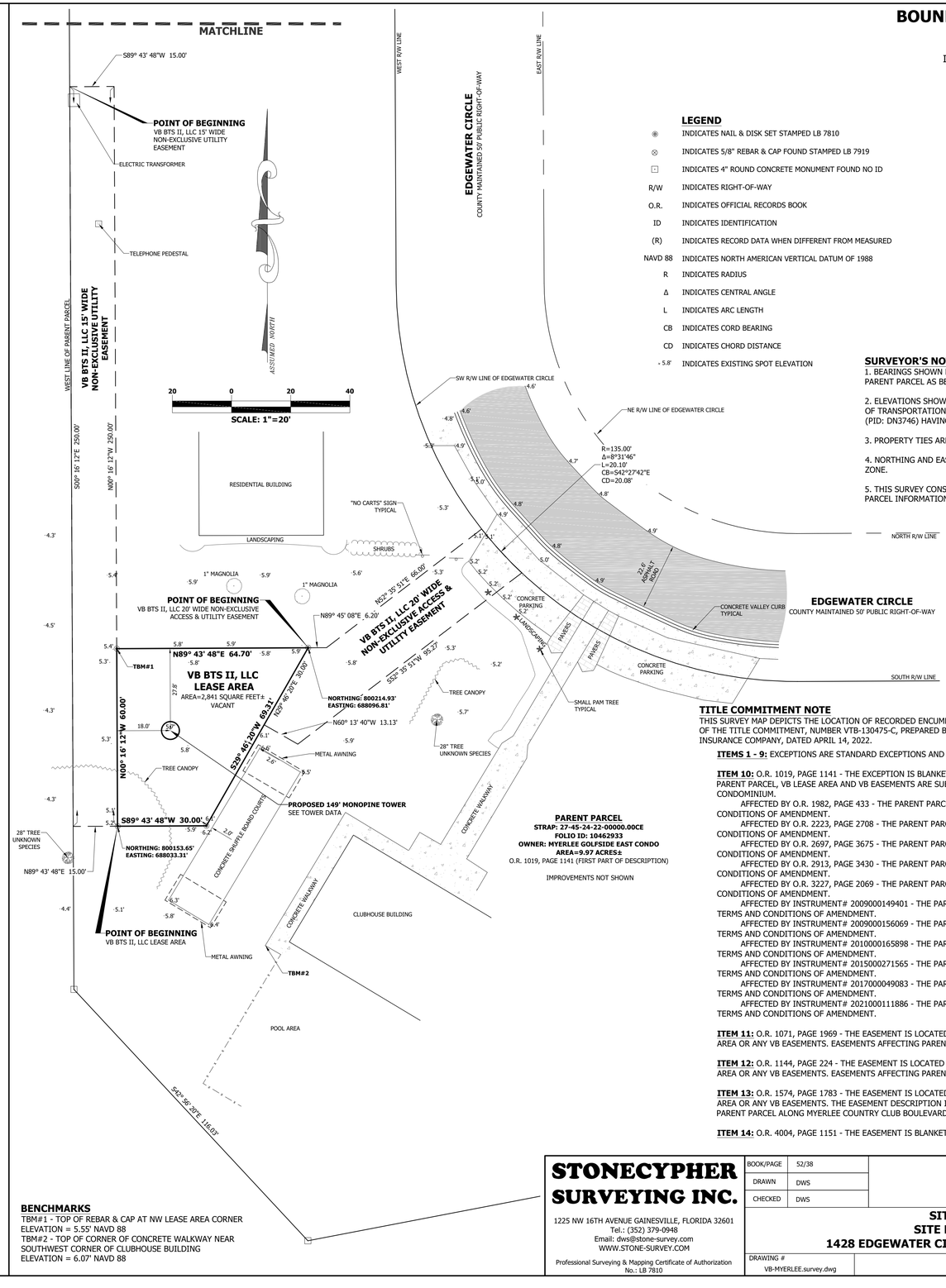
SITE NAME: MYERLEE
SITE NUMBER: US-FL-7108
1428 EDGEWATER CIRCLE, FORT MYERS, FLORIDA 33919

DRAWING # VB-MYERLEE.survey.dwg	**VB BTS II, LLC**	SHEET # **1 OF 2**

BOUNDARY & TOPOGRAPHIC SURVEY OF VB BTS II, LLC LEASE AREA

IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA





LEGEND

◉	INDICATES NAIL & DISK SET STAMPED LB 7810
⊗	INDICATES 5/8" REBAR & CAP FOUND STAMPED LB 7919
⊡	INDICATES 4" ROUND CONCRETE MONUMENT FOUND NO ID
R/W	INDICATES RIGHT-OF-WAY
O.R.	INDICATES OFFICIAL RECORDS BOOK
ID	INDICATES IDENTIFICATION
(R)	INDICATES RECORD DATA WHEN DIFFERENT FROM MEASURED
NAVD 88	INDICATES NORTH AMERICAN VERTICAL DATUM OF 1988
R	INDICATES RADIUS
Δ	INDICATES CENTRAL ANGLE
L	INDICATES ARC LENGTH
CB	INDICATES CORD BEARING
CD	INDICATES CHORD DISTANCE
5.8'	INDICATES EXISTING SPOT ELEVATION

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WEST LINE OF THE PARENT PARCEL AS BEARING S00° 16' 12"E.

2. ELEVATIONS SHOWN HEREON ARE NAVD 88 AND REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN) AND NGS BENCHMARK L 719 (PID: DN3746) HAVING A PUBLISHED ELEVATION OF 5.07' NAVD 88.

3. PROPERTY TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.

4. NORTHING AND EASTING SHOWN HEREON ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE.

5. THIS SURVEY CONSIST OF 2 SHEETS. SEE SHEET 2 FOR LEGAL DESCRIPTIONS, NOTES, PARENT PARCEL INFORMATION AND ADDITIONAL INFORMATION.

TITLE COMMITMENT NOTE

THIS SURVEY MAP DEPICTS THE LOCATION OF RECORDED ENCUMBRANCES, EASEMENTS, AND OTHER MATTERS LISTED IN THE SCHEDULE B-II OF THE TITLE COMMITMENT, NUMBER VTB-130475-C, PREPARED BY TOWER AGENCY, LLC, AS AN AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 14, 2022.

ITEMS 1 - 9: EXCEPTIONS ARE STANDARD EXCEPTIONS AND NOT THE TYPE TO BE DEPICTED HEREON.

ITEM 10: O.R. 1019, PAGE 1141 - THE EXCEPTION IS BLANKET IN NATURE. THE DOCUMENT DESCRIBES THE PARENT PARCEL. THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF CONDOMINIUM.
AFFECTED BY O.R. 1982, PAGE 433 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY O.R. 2223, PAGE 2708 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY O.R. 2697, PAGE 3675 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY O.R. 2913, PAGE 3430 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY O.R. 3227, PAGE 2069 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY INSTRUMENT# 2009000149401 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY INSTRUMENT# 2009000156069 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY INSTRUMENT# 2010000165898 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY INSTRUMENT# 2015000271565 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY INSTRUMENT# 2017000049083 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.
AFFECTED BY INSTRUMENT# 2021000111886 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

ITEM 11: O.R. 1071, PAGE 1969 - THE EASEMENT IS LOCATED WITHIN THE PARENT PARCEL, BUT IS NOT LOCATED WITHIN THE LEASE AREA OR ANY VB EASEMENTS. EASEMENTS AFFECTING PARENT PARCEL ARE DEPICTED HEREON.

ITEM 12: O.R. 1144, PAGE 224 - THE EASEMENT IS LOCATED WITHIN THE PARENT PARCEL, BUT IS NOT LOCATED WITHIN THE LEASE AREA OR ANY VB EASEMENTS. EASEMENTS AFFECTING PARENT PARCEL ARE DEPICTED HEREON.

ITEM 13: O.R. 1574, PAGE 1783 - THE EASEMENT IS LOCATED WITHIN THE PARENT PARCEL, BUT IS NOT LOCATED WITHIN THE LEASE AREA OR ANY VB EASEMENTS. THE EASEMENT DESCRIPTION IS VAGUE BUT APPEARS TO LIE IN THE NORTHERLY PORTION OF THE PARENT PARCEL ALONG MYERLEE COUNTRY CLUB BOULEVARD. NOT PLOTTED.

ITEM 14: O.R. 4004, PAGE 1151 - THE EASEMENT IS BLANKET IN NATURE. THE DOCUMENT DESCRIBES THE PARENT PARCEL.

BENCHMARKS

TBM#1 - TOP OF REBAR & CAP AT NW LEASE AREA CORNER
ELEVATION = 5.55' NAVD 88
TBM#2 - TOP OF CORNER OF CONCRETE WALKWAY NEAR SOUTHWEST CORNER OF CLUBHOUSE BUILDING
ELEVATION = 6.07' NAVD 88

STONECYPHER SURVEYING INC.
1225 NW 16TH AVENUE GAINESVILLE, FLORIDA 32601
Tel.: (352) 379-0948
Email: dws@stone-survey.com
WWW.STONE-SURVEY.COM
Professional Surveying & Mapping Certificate of Authorization No.: LB 7810

BOOK/PAGE	52/38			SCALE	AS SHOWN
DRAWN	DWS			DATE	JUNE 13, 2023
CHECKED	DWS			PROJECT #	23-0053

SITE NAME: MYERLEE
SITE NUMBER: US-FL-7108
1428 EDGEWATER CIRCLE, FORT MYERS, FLORIDA 33919

DRAWING # VB-MYERLEE.survey.dwg	**VB BTS II, LLC**	SHEET # **2 OF 2**

VERTICAL BRIDGE SITE NAME:

MYERLEE

VERTICAL BRIDGE SITE NUMBER:

US-FL-7108

1428 EDGEWATER CIRCLE
FORT MYERS, FL 32703

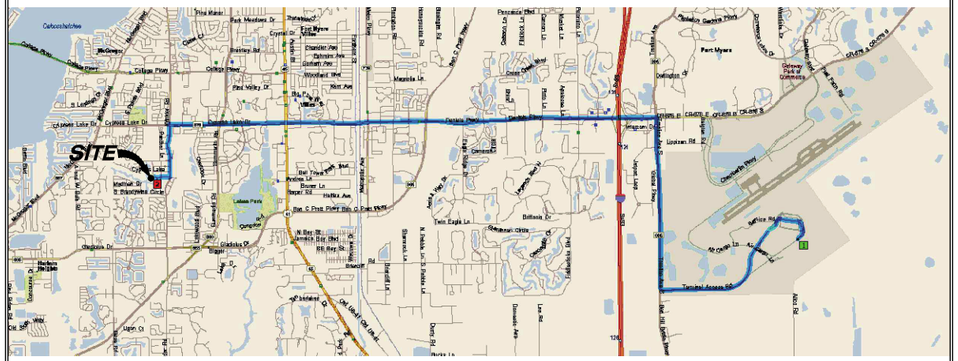
PROPOSED 149' (AGL) MONOPOLE

ZONING DRAWINGS

PROJECT SUMMARY

SITE NAME:	MYERLEE
SITE NUMBER:	US-FL-7108
SITE OWNER/LANDLORD:	MYERLEE GOLFSIDE EAST CONDO
TAX MAP PROPERTY ID:	27-45-24-22-00000.00CE
SITE ADDRESS:	1428 EDGEWATER CIRCLE FORT MYERS, FL 32703
911 ADDRESS:	–
JURISDICTION:	LEE COUNTY
TOWER OWNER:	VB BTS II, LLC 750 PARK OF COMMERCE DR, SUITE 200 BOCA RATON, FL 33487 CONTACT: TERYLE WIEGEL PHONE: (425) 761-4323
NAD83	
LATITUDE:	26° 32' 06.27" (26.5350750°)
LONGITUDE:	-81° 54' 08.93"
ELEVATION:	6.7 (81.9024806')
APPLICANT:	VB BTS II, LLC 750 PARK OF COMMERCE DR, SUITE 200 BOCA RATON, FL 33487 CONTACT: TERYLE WIEGEL PHONE: (425) 761-4323
CO-APPLICANT:	T-MOBILE 5901 BENJAMIN CENTER DR, SUITE 110 A-B TAMPA, FL 33634 CONTACT: BETH FASSLER PHONE: (740) 310-4983
OCCUPANCY TYPE:	UNMANNED
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

LOCATION MAP



NO SCALE

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
GN-1	NOTES
1-2	SURVEY
C-1.0	AERIAL PLAN
C-1.1	OVERALL SITE PLAN
C-1.2	TOWER ELEVATION PLAN
C-1.3	ENLARGED COMPOUND LAYOUT
C-2.0	FENCE DETAILS
C-2.1	ENGINEERING DETAILS
C-2.2	SIGNAGE DETAILS
L-1 – L-2	LANDSCAPE PLAN

DESIGN INFORMATION

A&E FIRM: B+T GROUP
1717 S. BOULDER,
SUITE 300
TULSA, OK 74119
MIKE A. SPEEDIE, PE
(918) 587-4630

SURVEYOR: STONECYPHER SURVEYING INC.
1225 NW 16TH AVENUE
GAINESVILLE, FL 32601
PH. (352) 379-0948

ELECTRIC T.B.D.
PROVIDER: XXX-XXX-XXXX

TELCO T.B.D.
PROVIDER: XXX-XXX-XXXX

DRIVING DIRECTIONS

DEPART FLORIDA INT'L AIRPORT [11000 TERMINAL ACCESS RD, FORT MYERS FL
BEAR LEFT (NORTH) ONTO LOCAL ROAD(S) 0.2 MI SHORT TERM PARKING
MERGE ONTO LOCAL ROAD(S) 0.3 MI
MERGE ONTO LOCAL ROAD(S) 0.1 MI
MERGE ONTO TERMINAL ACCESS RD 0.2 MI
KEEP STRAIGHT ONTO TERMINAL ACCESS RD [TERMINAL EXIT] 1.8 MI I-75 / EXIT
TAKE LOCAL ROAD(S) ONTO CR-885 [TREELINE AVE S] 2.5 MI CR-876 / I-75 N / DANIELS PKY
ROAD NAME CHANGES TO LOCAL ROAD(S) 32 YDS
TURN LEFT (WEST) ONTO DANIELS PKWY 5.3 MI
ROAD NAME CHANGES TO LOCAL ROAD(S) 21 YDS
ROAD NAME CHANGES TO CR-876 [CYPRESS LAKE DR] 1.7 MI
TURN LEFT (SOUTH) ONTO WINKLER RD 0.8 MI
TURN RIGHT (WEST) ONTO EDGEWATER CIRCLE 0.2 MI
TURN LEFT (SOUTH-WEST) ONTO LOCAL ROAD(S) 43 YDS
ARRIVE 26.53508'N 81.90248'W

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING/DWELLING	FBC 2020 7TH EDITION
STRUCTURAL	FBC 2020 7TH EDITION
MECHANICAL	FMC 2020 7TH EDITION
ELECTRICAL	NEC 2020 7TH EDITION
TIA	TIA-222-H
WIND SPEED	170 MPH

PROJECT DESCRIPTION

THE PROPOSED PROJECT INCLUDES:

- CONSTRUCT (1) NEW 149' (AGL) MONOPOLE TOWER
- CONSTRUCT FENCED GRAVEL UTILITY COMPOUND WITH LOCKING ACCESS GATE, 60.0'X64.7'X69.3'X30.0' WITHIN A 60.00'X64.70'X69.31'X30.00' LEASE AREA.
- INSTALL (1) H-FRAME W/ UTILITY EQUIPMENT.
- INSTALL NEW POWER & TELCO UTILITY SERVICES.
- CONSTRUCT 12' WIDE GRAVEL ACCESS ROAD

DO NOT SCALE DRAWINGS

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11X17.
CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

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VERTICAL BRIDGE
MYERLEE
VB #: US-FL-7108
TMO #: ----
1428 EDGEWATER CIRCLE
FORT MYERS, FL 32703
LEE COUNTY

PID #: 27-45-24-22-00000.00CE
PROPOSED 149' (AGL) MONOPOLE

PROJECT NO:	G0168095.001.01
CHECKED BY:	DLS

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	7/25/23	BCT	REVIEW
0	8/11/23	MAS	FINAL
1	8/23/23	BCT	FINAL

B&T ENGINEERING, INC.
1717 S. BOULDER AVENUE
TULSA, OK 74119
COA: 27496

CHAD TUTTLE, P.E.
B&T ENGINEERING, INC

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CHAD E. TUTTLE
LICENSE
No. 57199
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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TITLE SHEET

SHEET NUMBER:
T-1

ACCOMMODATION OF FUTURE COLLOCATIONS:

a. ANTENNA–SUPPORTING STRUCTURE SHOULD BE DESIGNED TO ACCOMMODATE FUTURE COLLOCATIONS

b. THE APPLICANT MUST SUBMIT A SHARED USE PLAN THAT COMMITS THE OWNER OF THE PROPOSED ANTENNA–SUPPORTING STRUCTURE TO ACCOMMODATING FUTURE COLLOCATIONS WHERE REASONABLE AND FEASIBLE INSIGHT OF THE CRITERIA SET FORTH IN THE SECTION.

LIGHTING:

a. EXCEPT FOR SECURITY LIGHTING AND SITE LIGHTING, OTHER TYPES OF LIGHTS, SIGNALS OR ILLUMINATION WILL BE PERMITTED ON AN ANTENNA–SUPPORTING STRUCTURE OF ANCILLARY APPURTENANCES WHERE LIGHTING IS REQUIRED BY THE FAA, FCC, THE COUNTY, OR THE LEE COUNTY MOSQUITO CONTROL DISTRICT.

b. SECURITY LIGHTING, SECURITY LIGHTING AND SITE LIGHTING MAY BE PLACED IN ASSOCIATION WITH AN APPROVED EQUIPMENT ENCLOSURE. SITE LIGHTING MUST REMAIN UNLIT EXCEPT WHEN AUTHORIZED PERSONNEL ARE PRESENT AT THE FACILITY. SECURITY LIGHTING AND SITE LIGHTING MUST BE SHIELDED TO PREVENT LIGHT TRESPASS.

c. REQUIRED LIGHTING:

1. ALL ANTENNA–SUPPORTING STRUCTURES 150 FEET OR GREATER IN HEIGHT ABOVE GROUND LEVEL MUST BE ARTIFICIALLY LIGHTED AND MAINTAINED PURSUANT TO THE TECHNICAL REQUIREMENTS OF THE FEDERAL AVIATION ADMINISTRATION'S CURRENT ADVISORY CIRCULAR 70/7460–1K, OBSTRUCTION MARKING AND LIGHTING, AS AMENDED, OR OTHER APPROPRIATE AVIATION AUTHORITY. UNLESS PRE–EMPTED BY FAA OR FCC REGULATIONS, ALL LIGHTING MUST BE APPROVED IN CONJUNCTION WITH THE DEVELOPMENT ORDER FOR THE FACILITY.

2. IF THE HEIGHT OF THE STRUCTURE UNDER CONSTRUCTION EQUALS OR EXCEEDS THE HEIGHT AT WHICH PERMANENT OBSTRUCTION LIGHTS ARE REQUIRED BY THE FAA, FCC OR THE DIVISION OF DEVELOPMENT SERVICES, TEMPORARY HIGH OR MEDIUM INTENSITY FLASHING LIGHTS MUST BE INSTALLED AT THE LEVEL IN ACCORDANCE WITH ADVISORY CIRCULAR 70/7460–1K, OBSTRUCTION MARKING AND LIGHTING, AS AMENDED.

SIGNAGE:

- (1) SIGNS ON ANTENNA–SUPPORTING STRUCTURES, ANCILLARY APPURTENANCES, EQUIPMENT ENCLOSURES, OR ANY FENCE OR WALL ARE PROHIBITED UNLESS PERMITTED IN ACCORDANCE WITH THIS SUBSECTION.

- (2) IF HIGH VOLTAGE IS NECESSARY FOR OPERATION OF PROPOSED WIRELESS COMMUNICATIONS FACILITIES, "HIGH VOLTAGE–DANGER" AND "NO TRESPASS" WARNING SIGNS NOT GREATER THAN ONE SQUARE FOOT IN AREA MUST BE PERMANENTLY ATTACHED TO THE FENCE OR WALL AT INTERVALS OF NOT LESS THAN 40 FEET AND UPON THE ACCESS GATE, OR AS OTHERWISE REQUIRED BY THE FAA OR FCC.

- (3) A SIGN NOT GREATER THAN ONE SQUARE FOOT IN AREA MUST BE ATTACHED TO THE ACCESS GATE THAT INCLUDES THE FOLLOWING INFORMATION:
  a. FEDERAL REGISTRATION NUMBER, IF APPLICABLE;
  b. NAME OF PROPERTY OWNER, FACILITY OWNER, PROVIDERS, AND CONTACT PERSON; AND
  c. AN EMERGENCY CONTACT NUMBER FOR THE CONTACT PERSON.

DISCONTINUED USE:

- (a) NOTICE OF DISCONTINUED USE. THE OWNER OF AN ANTENNA–SUPPORTING STRUCTURE 750 FEET OR GREATER IN HEIGHT, THE USE OF WHICH HAS BEEN DISCONTINUED FOR A PERIOD OF ONE YEAR, ON AN ANNUAL BASIS MUST PROVIDE THE DIRECTOR WITH AN AFFIDAVIT OF AN INTENTION CONTINUE THE USE, INCLUDING A DESCRIPTION OF THE OWNER'S EFFORTS TO KEEP THE FACILITY IN USE. IF THE AFFIDAVIT IS NOT PROVIDED THE DIRECTOR MAY MAKE A PRELIMINARY DETERMINATION OF DISCONTINUED USE. FOR ANY OTHER ANTENNA–SUPPORTING STRUCTURE, THE USE OF WHICH IS DISCONTINUED FOR A PERIOD OF 180 DAYS, THE DIRECTOR MAY MAKE A PRELIMINARY DETERMINATION OF DISCONTINUED USE. IN MAKING SUCH A DETERMINATION, THE DIRECTOR MAY REQUEST DOCUMENTATION AND AFFIDAVITS FROM THE PROPERTY OWNER REGARDING THE STRUCTURE'S USAGE INCLUDING EVIDENCE THAT USE OF THE STRUCTURE'S USAGE, INCLUDING EVIDENCE THAT USE OF STRUCTURE'S USAGE, INCLUDING EVIDENCE THAT USE OF STRUCTURE IS IMMINENT. THE FAILURE OF A PROPERTY OWNER TO PROVIDE UPDATED CONTACT INFORMATION ON THE OWNER OF THE ANTENNA–SUPPORTING STRUCTURE FOR TWO CONSECUTIVE YEARS WILL BE PRESUMPTIVE EVIDENCE OF DISCONTINUED USE. IF THE DIRECTOR DETERMINES THAT THE USE OF AN ANTENNA–SUPPORTING STRUCTURE OR ANTENNA HAS BEEN DISCONTINUED, THE DIRECTOR WILL PROVIDE THE PROPERTY WITH A WRITTEN NOTICE OF DISCONTINUED USE BY CERTIFIED MAIL.

- (b) DECLARATION OF DISCONTINUED USE. IF THE PROPERTY OWNER FAILS TO RESPOND TO THE NOTICE OF DISCONTINUED USE OR TO ADEQUATELY DEMONSTRATE THAT THE USE OF THE ANTENNA OR ANTENNA–SUPPORTING STRUCTURE IS NOT DISCONTINUED WITHIN 90 DAYS, SUCH FAILURE WILL BE EVIDENCE OF DISCONTINUED USE. BASED ON THE FOREGOING, OR ON ANY OTHER REVENANT EVIDENCE PROVIDED TO THE DIRECTOR, THE DIRECTOR MAY MAKE A FINAL DETERMINATION OF DISCOUNTED USE, WHEREUPON A DECLARATION USE WILL BE ISSUED TO THE PROPERTY OWNER BY CERTIFIED MAIL.

- (c) REMOVAL OF FACILITY. WITHIN 120 DAYS OF DECLARATION OF DISCONTINUED USE, THE PROPERTY OWNER MUST EITHER: (1) REACTIVATE THE USE OF THE ANTENNA OR ANTENNA–SUPPORTING STRUCTURE AS WIRELESS COMMUNICATIONS FACILITY OR TRANSFER OWNERSHIP OF THE ANTENNAS OR ANTENNA–SUPPORTING STRUCTURE TO ANOTHER OWNER WHO WILL MAKE USE OF THE FACILITY; OR (2) DISMANTLE AND REMOVE THE FACILITY. IF TRANSFER OF OWNERSHIP OCCURS, THE NEW OWNER MUST SUPPLY THE DIRECTOR WITH AN AFFIDAVIT ATTESTING THE ANTENNAS OF ANTENNA–SUPPORTING STRUCTURE WILL BE IN USE WITHIN 120 DAYS OF THE TRANSFER IN ACCORDANCE WITH (1), ABOVE. IF THE FACILITY REMAINS DISCONTINUED UPON THE EXPIRATION OF THE 120 DAYS, THE COUNTY MAY ENTER UPON THE PROPERTY AND REMOVE THE FACILITY, WITH ALL COSTS TO BE BORNE BY THE PROPERTY OWNER. THE COUNTY MAY USE THE FUNDS POSTED IN THE SURETY FOR THIS PURPOSE.

(TAPING)

- THE DEVELOPER OF A WIRELESS COMMUNICATION FACILITY MUST INSTALL TAPING AROUND THE ANTENNA–SUPPORTING STRUCTURE IN CONFORMANCE WITH THE FOLLOWING

  1. THE TAPE MUST BE SIX–INCHES 3m DIAMOND GRADE tm VIP REFLECTIVE SHEETING, SERIES 3990

  2. THE TAPING MUST START AT 20 FEET ABOVE THE SURFACE.

  3. THE TAPING MUST BE AT TEN–FOOT INTERVALS.

  4. THE TAPE MUST BE WRAPPED AROUND THE SUPPORT POLE AND OVERLAP BY ONE INCH FOR A GOOD SEAL

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VERTICAL BRIDGE
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1428 EDGEWATER CIRCLE
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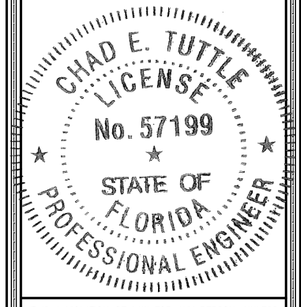
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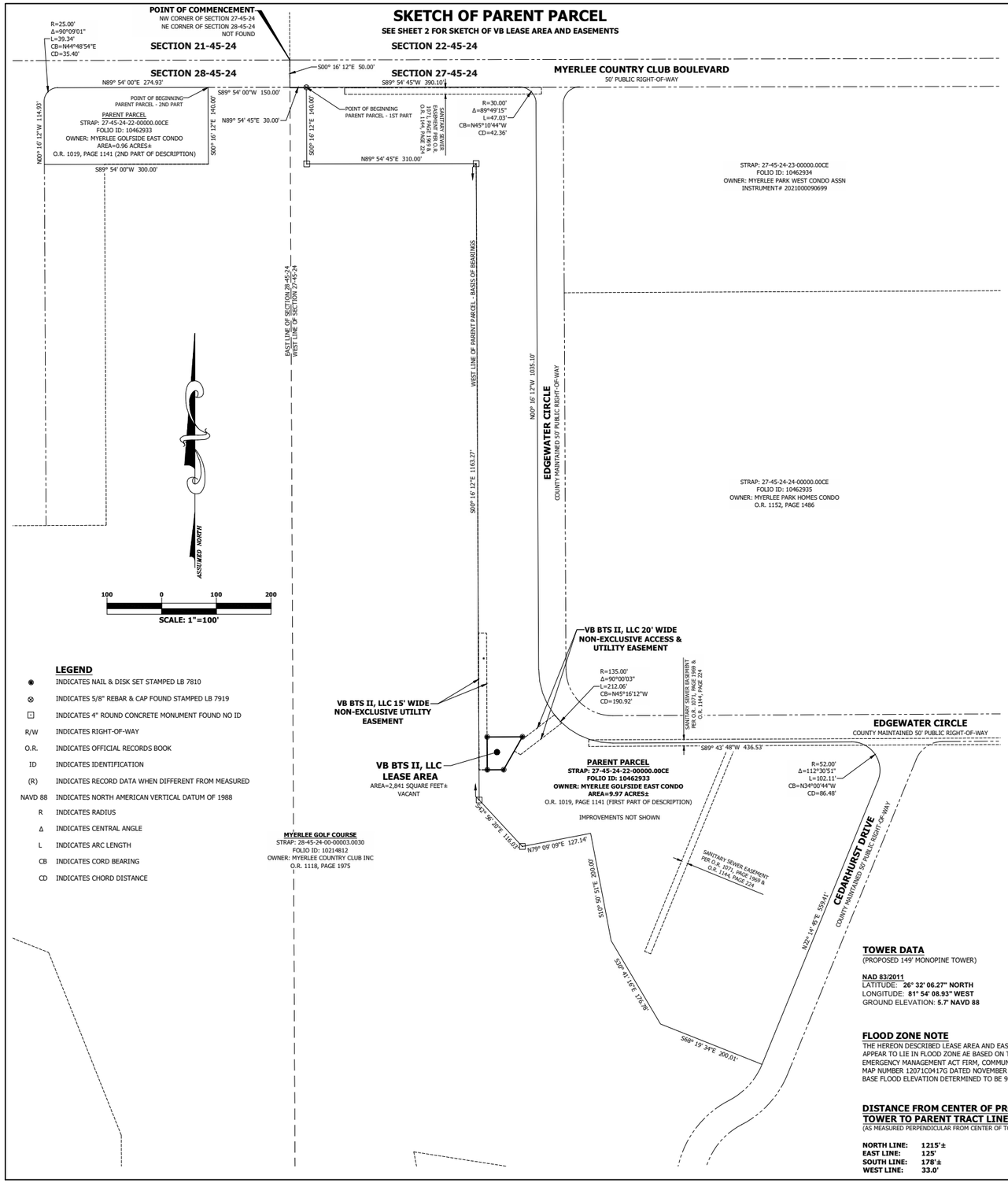
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NOTES

SHEET NUMBER:
GN-1

SKETCH OF PARENT PARCEL

SEE SHEET 2 FOR SKETCH OF VB LEASE AREA AND EASEMENTS



LEGEND

◉	INDICATES NAIL & DISK SET STAMPED LB 7810
⊗	INDICATES 5/8" REBAR & CAP FOUND STAMPED LB 7919
⊡	INDICATES 4" ROUND CONCRETE MONUMENT FOUND NO ID
R/W	INDICATES RIGHT-OF-WAY
O.R.	INDICATES OFFICIAL RECORDS BOOK
ID	INDICATES IDENTIFICATION
(R)	INDICATES RECORD DATA WHEN DIFFERENT FROM MEASURED
NAVD 88	INDICATES NORTH AMERICAN VERTICAL DATUM OF 1988
R	INDICATES RADIUS
Δ	INDICATES CENTRAL ANGLE
L	INDICATES ARC LENGTH
CB	INDICATES CORD BEARING
CD	INDICATES CHORD DISTANCE

TOWER DATA

(PROPOSED 149' MONOPINE TOWER)

NAD 83/2011
LATITUDE: **26° 32' 06.27" NORTH**
LONGITUDE: **81° 54' 08.93" WEST**
GROUND ELEVATION: **5.7' NAVD 88**

FLOOD ZONE NOTE

THE HEREON DESCRIBED LEASE AREA AND EASEMENTS APPEAR TO LIE IN FLOOD ZONE AE BASED ON THE FEDERAL EMERGENCY MANAGEMENT ACT FIRM, COMMUNITY PANEL MAP NUMBER 12071C0417G DATED NOVEMBER 17, 2022. BASE FLOOD ELEVATION DETERMINED TO BE 9.0' NAVD 88.

DISTANCE FROM CENTER OF PROPOSED TOWER TO PARENT TRACT LINES

(AS MEASURED PERPENDICULAR FROM CENTER OF TOWER)

NORTH LINE: 1215'±
EAST LINE: 125'
SOUTH LINE: 178'±
WEST LINE: 33.0'

BOUNDARY & TOPOGRAPHIC SURVEY OF VB BTS II, LLC LEASE AREA

IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

PARENT PARCEL DESCRIPTION (PER REFERENCED TITLE COMMITMENT & O.R. 1019, PAGE 1141)

SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 28 AND SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHWEST CORNER OF AFORESAID SECTION 27; THENCE S 0° 16 2" E ALONG THE WEST LINE OF AFORESAID SECTION 27 A DISTANCE OF 50.00 FEET; THENCE N 89° 54' 45 E, A DISTANCE OF 30.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S 0° 16' 12" E A DISTANCE OF 140.00 FEET; THENCE N 89° 54' 45" E, A DISTANCE OF 310.00 FEET; THENCE S 0° 16' 12" E, A DISTANCE OF 1163.27 FEET; THENCE S 42° 56' 20" E, A DISTANCE OF 116.03 FEET; THENCE N 79° 09' 09" E, A DISTANCE OF 127.14 FEET; THENCE S 10° 50' 51" E, A DISTANCE OF 200.00 FEET; THENCE S 30° 41' 16" E, A DISTANCE OF 176.78 FEET; THENCE S 68° 19' 34" E, A DISTANCE OF 200.00 FEET; THENCE N 22° 14' 45" E, A DISTANCE OF 559.41 FEET; THENCE BY CURVE DEFLECTING TO THE LEFT A DISTANCE OF 102.12 FEET, SAID CURVE HAVING A RADIUS OF 52.00 FEET AND A CHORD THAT BEARS N 34° 00' 44" W, A DISTANCE OF 86.48 FEET; THENCE S 89° 43' 48" W, A DISTANCE OF 436.53 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 212.06 FEET, SAID CURVE HAVING A RADIUS OF 135.00 FEET AND A CHORD THAT BEARS N 45° 16' 12" W, A DISTANCE OF 190.92 FEET; THENCE N 0° 16' 12" W, A DISTANCE OF 1035.10 FEET; THENCE BY A CURVE DEFLECTING TO THE LEFT A DISTANCE OF 47.03 FEET, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND A CHORD THAT BEARS N 45° 10' 44" W, A DISTANCE OF 42.36 FEET; THENCE S 89° 54' 45 W, A DISTANCE OF 390.10 FEET TO THE PLACE OF BEGINNING.

ALSO STARTING AT THE NORTHEAST CORNER OF SECTION 28; THENCE S 0° 16' 12" E ALONG THE EASTERLY LINE OF THE AFORESAID SECTION 28, A DISTANCE OF 50.0 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE S 89° 54' W ALONG THE AFORESAID RIGHT-OF-WAY LINE A DISTANCE OF 150.0 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE S 0° 16' 12" E, A DISTANCE OF 140.0 FEET; THENCE S 89° 54' W, A DISTANCE OF 300.0 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD; THENCE N 0° 16' 12" W ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 114.93 FEET; THENCE BY A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 39.34 FEET, SAID CURVE HAVING A RADIUS OF 25.0 FEET AND A CHORD THAT BEARS N 44° 48' 54" E, A DISTANCE OF 35.41 FEET; THENCE N 89° 54' E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MYERLEE COUNTRY CLUB BOULEVARD A DISTANCE OF 274.93 FEET TO THE POINT OF BEGINNING.

PARCEL ID NO.: 27-45-24-22-00000.00CE

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO L & M DEVELOPMENT CORP., A FLORIDA CORPORATION, AS TO INTEREST IN FEE SIMPLE, FROM GUY MEMOLI, INDIVIDUALLY AND AS TRUSTEE, JOINED BY HIS WIFE ROSE MEMOLI, IN A WARRANTY DEED DATED NOVEMBER 1, 1972 AND RECORDED JULY 23, 1973 IN BOOK 970, PAGE 546 IN LEE COUNTY, FLORIDA.

THIS FURTHER BEING THE SAME PROPERTY CONVEYED TO MYERLEE GOLFSIDE EAST CONDOMINIUM ASSOCIATION, AN ASSOCIATION ORGANIZED PURSUANT TO CHAPTER 711, LAWS OF FLORIDA, 1971, AS TO MANAGEMENT RIGHTS, FROM L & M DEVELOPMENT CORP., A FLORIDA CORPORATION IN A DECLARATION OF CONDOMINIUM OF MYERLEE GOLF EAST CONDOMINIUM DATED JUNE 23, 1974 AND RECORDED JUNE 24, 1974 IN BOOK 1019 PAGE 1141 IN LEE COUNTY, FLORIDA.

VB BTS II, LLC LEASE AREA DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N00° 16' 12"W FOR 60.00 FEET; THENCE N89° 43' 48"E FOR 64.70 FEET; THENCE S29° 46' 20"W FOR 69.31 FEET; THENCE S89° 43' 48"W FOR 30.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE, LYING AND BEING IN LEE COUNTY, FLORIDA, CONTAINING 2,841 SQUARE FEET MORE OR LESS.

VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT DESCRIPTION

A 20-FEET WIDE NON-EXCLUSIVE EASEMENT STRIP OF LAND FOR THE PURPOSES OF ACCESS AND UTILITIES LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET; THENCE N00° 16' 12"W FOR 60.00 FEET; THENCE N89° 43' 48"E FOR 64.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND; THENCE CONTINUE N89° 45' 08"E FOR 6.20 FEET; THENCE N52° 35' 51"E FOR 66.00 FEET, TO A NON-TANGENT POINT ON A CURVE AND AN INTERSECTION WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF EDGEWATER CIRCLE (A COUNTY MAINTAINED 50' RIGHT-OF-WAY); THENCE SOUTHEASTERLY FOR 20.10 FEET ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 135.00 FEET, CENTRAL ANGLE OF 8° 31' 46", SUBTENDED BY A CHORD HAVING A LENGTH OF 20.08 FEET AND BEARING S42° 27' 42"E; THENCE S52° 35' 51"W FOR 95.27 FEET; THENCE N60° 13' 40"W FOR 13.13 FEET; THENCE N29° 46' 20"E FOR 30.00 FEET TO THE POINT OF BEGINNING.

VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT DESCRIPTION

A 15-FEET WIDE NON-EXCLUSIVE EASEMENT STRIP OF LAND FOR THE PURPOSES OF UTILITIES LYING IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; SAID EASEMENT STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE S00° 16' 12"E ALONG THE WEST LINE OF SAID SECTION 27 FOR 50.00 FEET; THENCE N89° 54' 45"E FOR 30.00 FEET; THENCE S00° 16' 12"E FOR 140.00 FEET; THENCE N89° 54' 45"E FOR 310.00 FEET; THENCE S00° 16' 12"E FOR 858.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT STRIP OF LAND; THENCE CONTINUE S00° 16' 12"E FOR 250.00 FEET; THENCE N89° 43' 48"E FOR 15.00 FEET; THENCE N00° 16' 12"W FOR 250.00 FEET; THENCE S89° 43' 48"W FOR 15.00 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WEST LINE OF THE PARENT PARCEL AS BEARING S00° 16' 12"E.

2. THE BOUNDARY & TOPOGRAPHIC SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED JUNE 13, 2023.

3. THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. CENTER OF PROPOSED TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON WERE ESTABLISHED FROM RTK GPS OBSERVATIONS REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). THE VALUES FOR THE PROPOSED TOWER LATITUDE, LONGITUDE AND ELEVATION SHOWN HEREON EXCEED FAA "1-A" ACCURACY REQUIREMENTS. ELEVATIONS SHOWN HEREON ARE NAVD 88 AND REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN) AND NGS BENCHMARK L 719 (PID: DN3746) HAVING A PUBLISHED ELEVATION OF 5.07' NAVD 88.

5. THE PURPOSE OF THIS SURVEY IS TO SET MONUMENTATION FOR A PROPOSED TOWER SITE LEASE AREA AND PROVIDE LEGAL DESCRIPTIONS FOR SAID LEASE AREA AND ASSOCIATED EASEMENTS. THIS IS NOT A SURVEY OF THE PARENT TRACT.

6. MEASURED BEARINGS AND DISTANCES WERE IN SUBSTANTIAL AGREEMENT WITH RECORD DATA UNLESS OTHERWISE NOTED.

7. PROPERTY TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.

8. BASED UPON OUR FIELD WORK AND THE TITLE COMMITMENT, THE VB BTS II, LLC LEASE AREA HAS ACCESS TO EDGEWATER CIRCLE (A COUNTY MAINTAINED 50' WIDE PUBLIC RIGHT-OF-WAY) BY MEANS OF THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT SHOWN IN THIS SURVEY, WHICH EASEMENT AREA LIES ENTIRELY WITHIN THE PARENT TRACT. NO EASEMENTS OR OTHER RIGHTS OF THIRD PARTIES DISCLOSED IN TO THIS SURVEYOR PRECLUDE ACCESS OVER THE PARENT TRACT FROM THE VB BTS II, LLC LEASE AREA TO EDGEWATER CIRCLE (THE PUBLIC RIGHT-OF-WAY).

9. THE VB BTS II, LLC LEASE AREA AND THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT AND THE VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT ARE LOCATED ENTIRELY WITHIN THE DESCRIBED PARENT TRACT.

10. THIS SURVEYOR HAS REVIEWED THE TITLE COMMITMENT, NUMBER VTB-130475-C, PREPARED BY TOWER AGENCY, LLC, AS AN AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 14, 2022. ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THAT COMMITMENT PERTINENT TO THE PARENT TRACT HAVE BEEN SHOWN OR NOTED HEREON.

11. AT THE TIME OF THIS SURVEY, THERE WERE NO VISIBLE ENCROACHMENTS AFFECTING THE VB BTS II, LLC LEASE AREA OR THE VB BTS II, LLC 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT OR THE VB BTS II, LLC 15' WIDE NON-EXCLUSIVE UTILITY EASEMENT EXCEPT AS DEPICTED HEREON.

12. ACCORDING TO THE LEE COUNTY GOVERNMENT WEBSITE (LEEGOV.COM), EDGEWATER CIRCLE IS A COUNTY MAINTAINED PUBLIC ROAD. THE WIDTH OF EDGEWATER CIRCLE IS BASED ON THE GAP BETWEEN METES AND BOUNDS DESCRIPTIONS OF THE LANDS ON EACH SIDE OF EDGEWATER CIRCLE. RECORDING INFORMATION FOR EDGEWATER CIRCLE WAS NOT FOUND BY NOR PROVIDED TO THIS SURVEYOR.

13. THIS SURVEY CONSIST OF 2 SHEETS. SEE SHEET 2 FOR LEASE AREA AND EASEMENT DATA AND TOPOGRAPHIC INFORMATION AND ADDITIONAL INFORMATION.

TITLE COMMITMENT NOTE

THIS SURVEY MAP DEPICTS THE LOCATION OF RECORDED ENCUMBRANCES, EASEMENTS, AND OTHER MATTERS LISTED IN THE SCHEDULE B-II OF THE TITLE COMMITMENT, NUMBER VTB-130475-C, PREPARED BY TOWER AGENCY, LLC, AS AN AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 14, 2022.

SEE SHEET 2 FOR NOTES

DAVID WILLIAM STONECYPHER LICENSE No. LS6391 STATE OF Florida

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY; AND TOWER AGENCY, LLC; AND STRATEGIC MARKET SERVICES-FNT; AND VB BTS II, LLC, ITS AFFILIATES, SUBSIDIARIES & LENDERS.

THIS SURVEY HAS BEEN DIGITALLY SIGNED AND SEALED BY DAVID W. STONECYPHER, PSM, ON 7/06/2023.

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STONECYPHER SURVEYING INC.

1225 NW 16TH AVENUE GAINESVILLE, FLORIDA 32601
Tel.: (352) 379-0948
Email: dws@stone-survey.com
WWW.STONE-SURVEY.COM

Professional Surveying & Mapping Certificate of Authorization No.: LB 7810

BOOK/PAGE	52/38	SCALE	1"=100'
DRAWN	DWS	DATE	JUNE 13, 2023
CHECKED	DWS	PROJECT #	23-0053

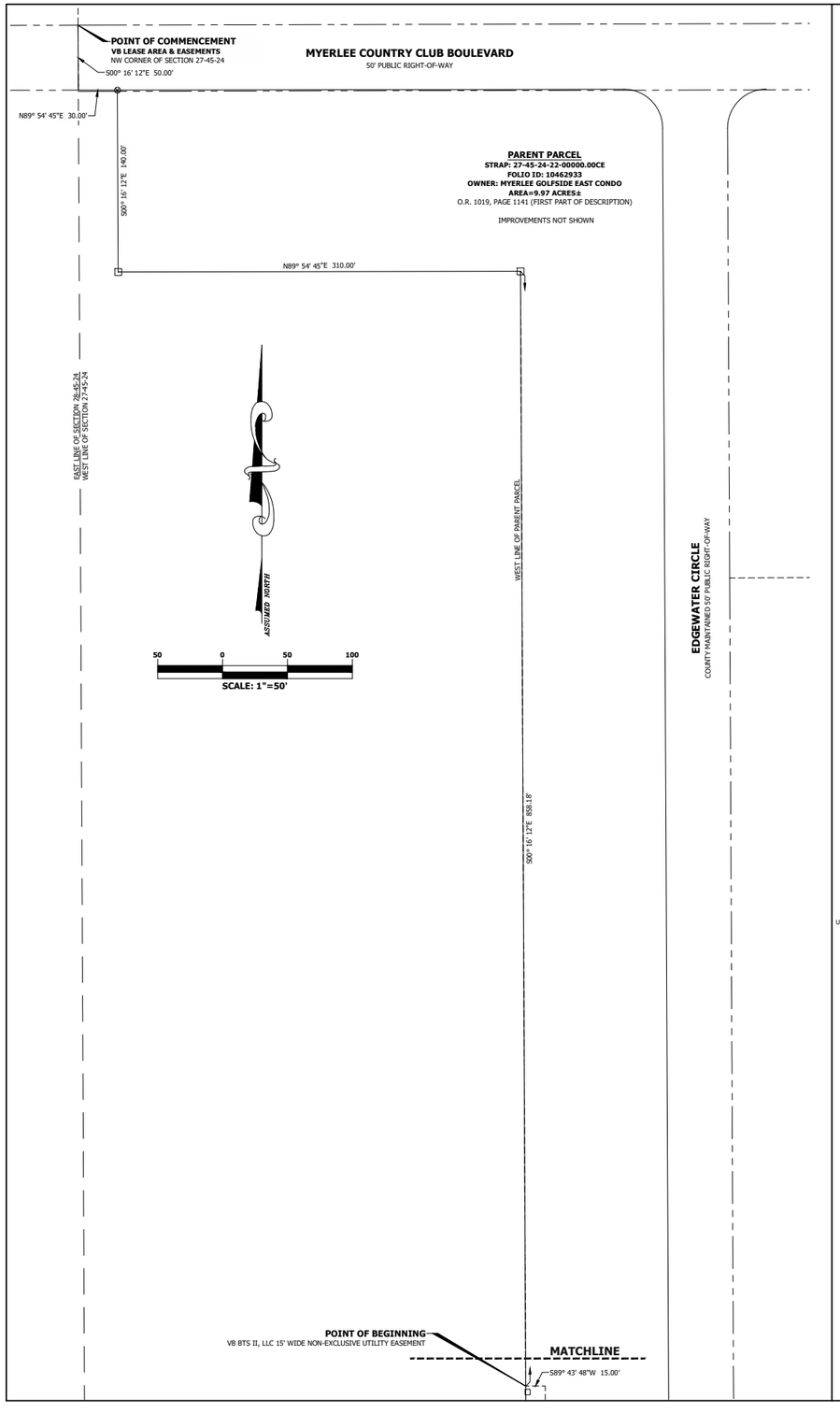
This map prepared by: 7-6-2023
DAVID W. STONECYPHER
PROFESSIONAL SURVEYOR & MAPPER FLA. LICENSE NO. 6391

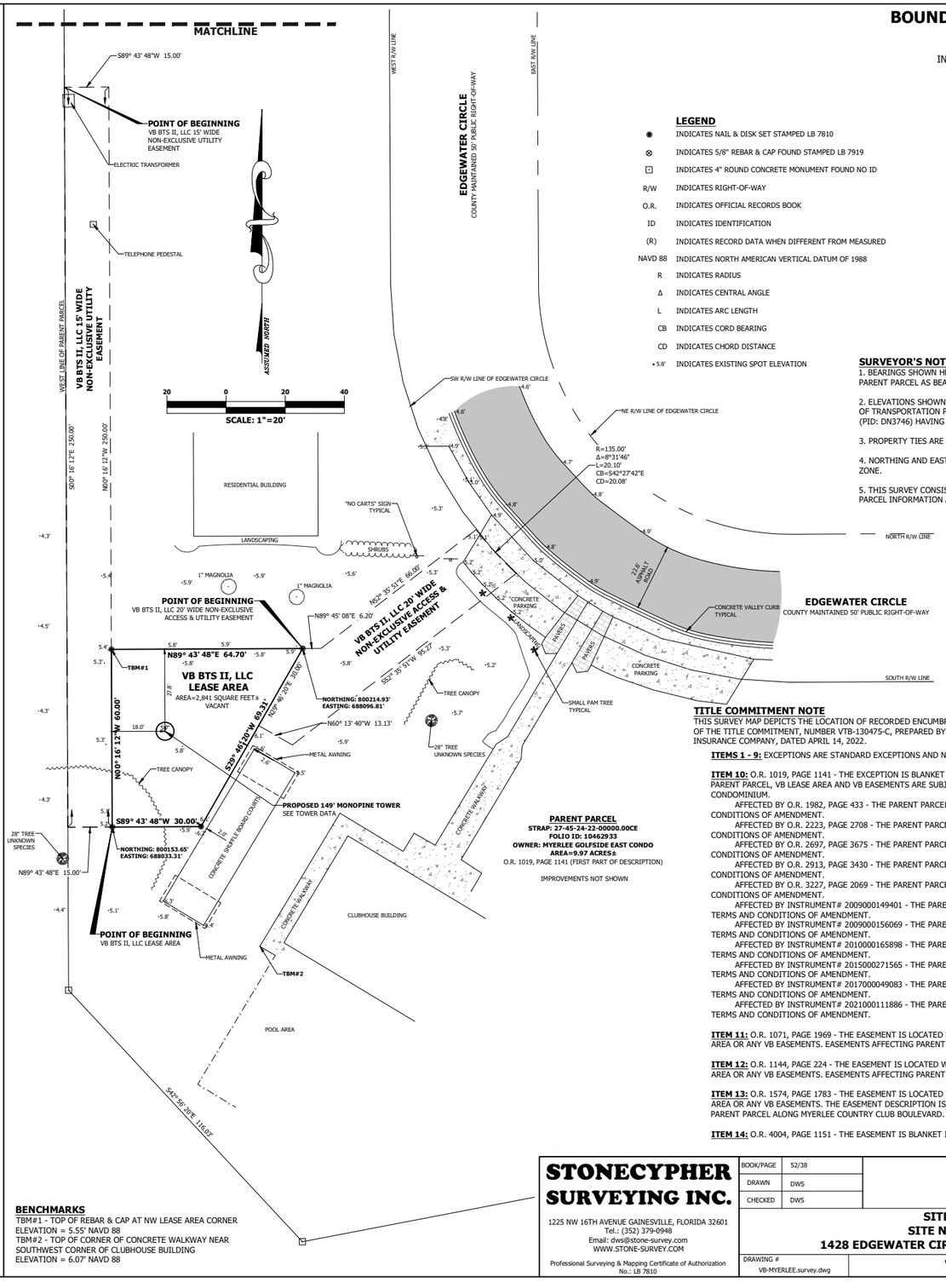
SITE NAME: MYERLEE
SITE NUMBER: US-FL-7108
1428 EDGEWATER CIRCLE, FORT MYERS, FLORIDA 33919

DRAWING # VB-MYERLEE.survey.dwg	**VB BTS II, LLC**	SHEET # 1 OF 2

BOUNDARY & TOPOGRAPHIC SURVEY OF VB BTS II, LLC LEASE AREA

IN SECTION 27, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA





LEGEND

◉	INDICATES NAIL & DISK SET STAMPED LB 7810
⊗	INDICATES 5/8" REBAR & CAP FOUND STAMPED LB 7919
⊡	INDICATES 4" ROUND CONCRETE MONUMENT FOUND NO ID
R/W	INDICATES RIGHT-OF-WAY
O.R.	INDICATES OFFICIAL RECORDS BOOK
ID	INDICATES IDENTIFICATION
(R)	INDICATES RECORD DATA WHEN DIFFERENT FROM MEASURED
NAVD 88	INDICATES NORTH AMERICAN VERTICAL DATUM OF 1988
R	INDICATES RADIUS
Δ	INDICATES CENTRAL ANGLE
L	INDICATES ARC LENGTH
CB	INDICATES CORD BEARING
CD	INDICATES CHORD DISTANCE
•5.8'	INDICATES EXISTING SPOT ELEVATION

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE WEST LINE OF THE PARENT PARCEL AS BEARING S00° 16' 12"E.

2. ELEVATIONS SHOWN HEREON ARE NAVD 88 AND REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN) AND NGS BENCHMARK L 719 (PID: DN3746) HAVING A PUBLISHED ELEVATION OF 5.07' NAVD 88.

3. PROPERTY TIES ARE PERPENDICULAR MEASURE UNLESS OTHERWISE NOTED.

4. NORTHING AND EASTING SHOWN HEREON ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE.

5. THIS SURVEY CONSIST OF 2 SHEETS. SEE SHEET 2 FOR LEGAL DESCRIPTIONS, NOTES, PARENT PARCEL INFORMATION AND ADDITIONAL INFORMATION.

TITLE COMMITMENT NOTE

THIS SURVEY MAP DEPICTS THE LOCATION OF RECORDED ENCUMBRANCES, EASEMENTS, AND OTHER MATTERS LISTED IN THE SCHEDULE B-II OF THE TITLE COMMITMENT, NUMBER VTB-130475-C, PREPARED BY TOWER AGENCY, LLC, AS AN AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED APRIL 14, 2022.

ITEMS 1 - 9: EXCEPTIONS ARE STANDARD EXCEPTIONS AND NOT THE TYPE TO BE DEPICTED HEREON.

ITEM 10: O.R. 1019, PAGE 1141 - THE EXCEPTION IS BLANKET IN NATURE. THE DOCUMENT DESCRIBES THE PARENT PARCEL. THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF DECLARATION OF CONDOMINIUM.

AFFECTED BY O.R. 1982, PAGE 433 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY O.R. 2223, PAGE 2708 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY O.R. 2697, PAGE 3675 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY O.R. 2913, PAGE 3430 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY O.R. 3227, PAGE 2069 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY INSTRUMENT# 2009000149401 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY INSTRUMENT# 2009000156069 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY INSTRUMENT# 2010000165898 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY INSTRUMENT# 2015000271565 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY INSTRUMENT# 2017000049083 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

AFFECTED BY INSTRUMENT# 2021000111886 - THE PARENT PARCEL, VB LEASE AREA AND VB EASEMENTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF AMENDMENT.

ITEM 11: O.R. 1071, PAGE 1969 - THE EASEMENT IS LOCATED WITHIN THE PARENT PARCEL, BUT IS NOT LOCATED WITHIN THE LEASE AREA OR ANY VB EASEMENTS. EASEMENTS AFFECTING PARENT PARCEL ARE DEPICTED HEREON.

ITEM 12: O.R. 1144, PAGE 224 - THE EASEMENT IS LOCATED WITHIN THE PARENT PARCEL, BUT IS NOT LOCATED WITHIN THE LEASE AREA OR ANY VB EASEMENTS. EASEMENTS AFFECTING PARENT PARCEL ARE DEPICTED HEREON.

ITEM 13: O.R. 1574, PAGE 1783 - THE EASEMENT IS LOCATED WITHIN THE PARENT PARCEL, BUT IS NOT LOCATED WITHIN THE LEASE AREA OR ANY VB EASEMENTS. THE EASEMENT DESCRIPTION IS VAGUE BUT APPEARS TO LIE IN THE NORTHERLY PORTION OF THE PARENT PARCEL ALONG MYERLEE COUNTRY CLUB BOULEVARD. NOT PLOTTED.

ITEM 14: O.R. 4004, PAGE 1151 - THE EASEMENT IS BLANKET IN NATURE. THE DOCUMENT DESCRIBES THE PARENT PARCEL.

BENCHMARKS

TBM#1 - TOP OF REBAR & CAP AT NW LEASE AREA CORNER
ELEVATION = 5.55' NAVD 88
TBM#2 - TOP OF CORNER OF CONCRETE WALKWAY NEAR SOUTHWEST CORNER OF CLUBHOUSE BUILDING
ELEVATION = 6.07' NAVD 88

STONECYPHER SURVEYING INC.

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1428 EDGEWATER CIRCLE, FORT MYERS, FLORIDA 33919

DRAWING # VB-MYERLEE.survey.dwg	**VB BTS II, LLC**	SHEET # **2 OF 2**



NEAREST RESIDENTIAL STRUCTURES:

NORTH: 226'± (D4)
EAST: 268'±
SOUTH: 798'±
WEST: 858'±

ADDITIONAL RESIDENCES:
CONDOMINIUM: 228' NORTHEAST (D3)
CONDOMINIUM: 226' NORTHEAST (D4)

NO RESIDENTIAL STRUCTURES PRESENT
WITHIN 66' OF PROPOSED TOWER.
D1= 66'±
D2= 214'±
D3= 228'±

B+T GRP

verticalbridge

VERTICAL BRIDGE

MYERLEE

VB #: US-FL-7108
TMO #: ----
1428 EDGEWATER CIRCLE
FORT MYERS, FL 32703
LEE COUNTY

PID #: 27-45-24-22-00000.00CE

PROPOSED 149' (AGL) MONOPOLE

PROJECT NO:	G0168095.001.01
CHECKED BY:	DLS

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	7/25/23	BCT	REVIEW
0	8/11/23	MAS	FINAL
1	8/23/23	BCT	FINAL

B&T ENGINEERING, INC.
1717 S. BOULDER AVENUE
TULSA, OK 74119
COA: 27496

CHAD TUTTLE, P.E.
B&T ENGINEERING, INC

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CHAD E. TUTTLE LICENSE No. 57199 STATE OF FLORIDA PROFESSIONAL ENGINEER

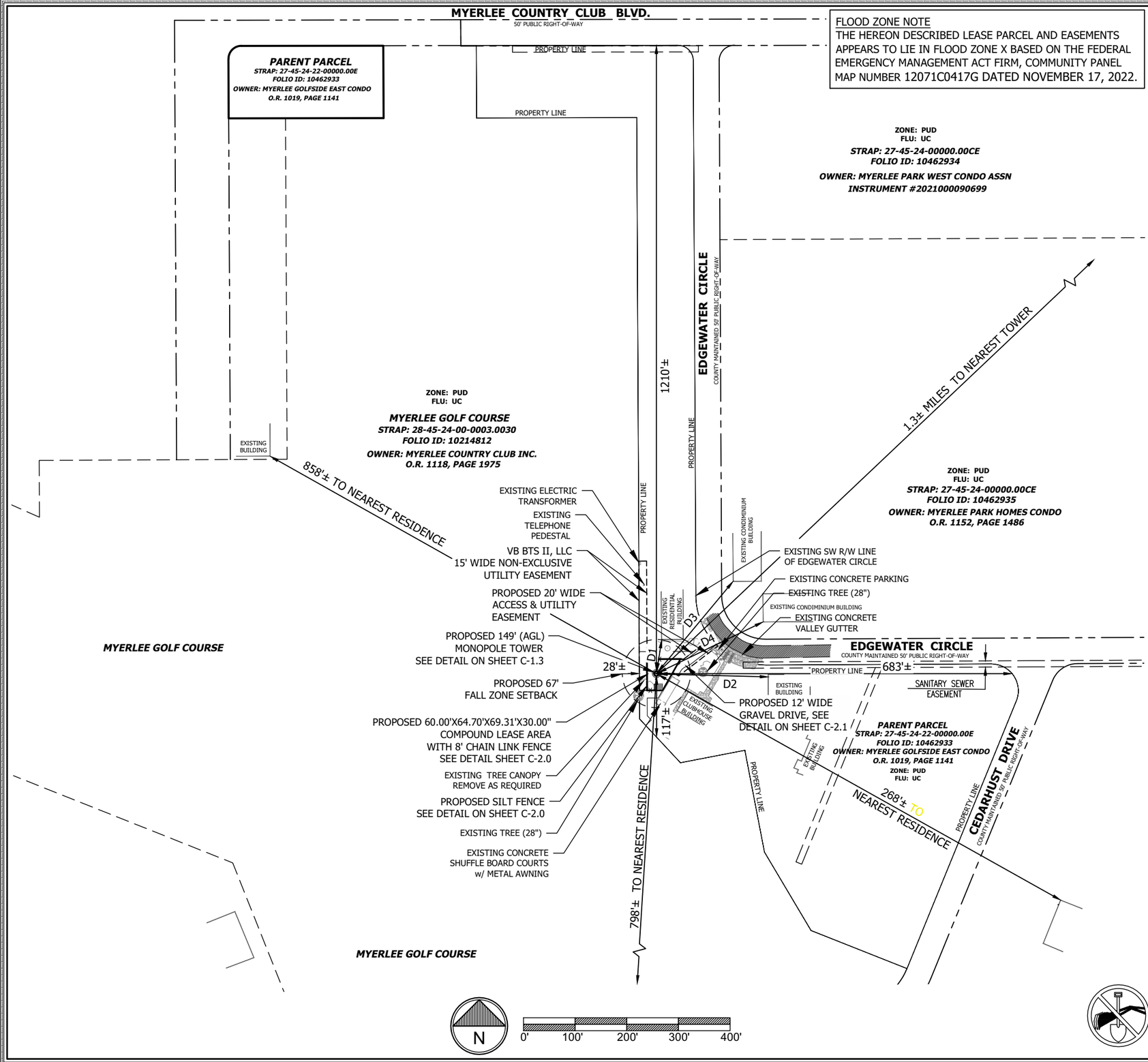
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AERIAL MAP

SHEET NUMBER:
C-1.0

CALL FLORIDA ONE CALL
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CALL 3 WORKING DAYS
BEFORE YOU DIG!

811



FLOOD ZONE NOTE

THE HEREON DESCRIBED LEASE PARCEL AND EASEMENTS APPEARS TO LIE IN FLOOD ZONE X BASED ON THE FEDERAL EMERGENCY MANAGEMENT ACT FIRM, COMMUNITY PANEL MAP NUMBER 12071C0417G DATED NOVEMBER 17, 2022.

TOWER DATA

PROPOSED 149' (AGL) MONOPOLE TOWER

NAD 83
LATITUDE: 26° 32' 06.27" (26.5350750°)N
LONGITUDE: −81° 54' 08.93" (−81.9024806°)W
GROUND ELEVATION: 5.7

TOWER SETBACKS

PARENT TRACT	REQUIRED	PROVIDED	RELIEF
NORTH (N)	149'	1210' ±	0' ±
EAST (E)	149'	683' ±	0' ±
SOUTH (S)	149'	117' ±	32' ±
WEST (W)	149'	28' ±	121' ±

COMPOUND SETBACKS

PARENT TRACT	REQUIRED	PROVIDED	RELIEF
NORTH (N)	20'	1188'±	0'±
EAST (E)	20'	111'±	0'±
SOUTH (S)	15'	70'±	0'±
WEST (W)	15'	15'±	0'±

NEAREST RESIDENTIAL STRUCTURES:

NORTH: 226'± (D4)
EAST: 268'±
SOUTH: 798'±
WEST: 858'±

ADDITIONAL RESIDENCES:
CONDOMINIUM: 228' NORTHEAST (D3)
CONDOMINIUM: 226' NORTHEAST (D4)

NO RESIDENTIAL STRUCTURES PRESENT WITHIN 66' OF PROPOSED TOWER.
D1= 66'±
D2= 214'±
D3= 228'±

TOWER SEPARATION

NEAREST EXISTING TOWER IS 1.3 MILES± NORTH–NORTHEAST OF NEW TOWER (PER PLAN).

CALL FLORIDA ONE CALL
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CALL 3 WORKING DAYS BEFORE YOU DIG!

B&T GRP

verticalbridge

VERTICAL BRIDGE
MYERLEE
VB #: US-FL-7108
TMO #: ----
1428 EDGEWATER CIRCLE
FORT MYERS, FL 32703
LEE COUNTY

PID #: 27-45-24-22-00000.00CE
PROPOSED 149' (AGL) MONOPOLE

PROJECT NO:	G0168095.001.01
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OVERALL SITE PLAN

SHEET NUMBER:
C-1.1

PROPERTY LINE

VB BTS II, LLC
15' WIDE NON-EXCLUSIVE
UTILITY EASEMENT

1188'± TO P/L

PROPOSED 8'
CHAIN LINE FENCE
SEE DETAIL SHEET C-2.0

PROPOSED SILT FENCE
SEE DETAIL SHEET C-2.0

64.7'

SF SF SF SF SF SF SF SF SF SF SF SF SF SF SF

2.0' 2.0' 5.0' 2.0'

FUTURE CARRIER
(10'x15')

FUTURE CARRIER
(10'x15')

PROPOSED
60.0'X64.7'X69.3'X30.0'
FENCE AREA

27.8'

PROPOSED 149' (AGL) MONOPOLE TOWER
LAT: 26° 32' 06.27" (26.5350750°)
LONG: -81° 54' 08.93" (-81.9024806°)
SEE DETAIL ON SHEET C-1.3

15.0' TO P/L

18.0'

60.0'

PROPOSED 8"
CHAIN LINE FENCE
SEE DETAIL SHEET C-2.0

PROPOSED
60.00'X64.70'X69.31'X30.00'
#57 STONE COMPOUND
SEE DETAIL SHEET C-2.1

PROPERTY LINE

PROPOSED
T-MOBILE CARRIER
LEASE AREA

15.0'

10.0'

14.0'

2.0'

30.0'

PROPOSED SILT FENCE
SEE DETAIL SHEET C-2.0

EXISTING TREE (28")

70'± TO P/L

PARENT PARCEL
STRAP: 27-45-24-22-00000.00E
FOLIO ID: 10462933

OWNER: MYERLEE GOLFSIDE EAST CONDO
O.R. 1019, PAGE 1141

EXISTING MAGNOLIA
TREE (1")

PROPOSED 12' WIDE
GRAVEL ROAD, #57 STONE
SEE DETAIL SHEET C-2.1

111'± TO P/L

PROPOSED 12'
DOUBLE SWING GATE
SEE DETAIL SHEET C-2.0

12'

PROPOSED 20' WIDE
ACCESS & UTILITY
EASEMENT

R=30.0"

16'

PARKING AREA

R=20.0"

PROPOSED
H-FRAME

4'

3'

12'

10'

39.3'

EXISTING TREE (28")

EXISTING
CONCRETE SHUFFLE BOARD COURTS
w/ METAL AWNING

EXISTING
CONCRETE SIDEWALK

EXISTING
CLUBHOUSE BUILDING

SURFACE WATER
RUNOFF LINES

0' 5' 10' 15' 20' 1"=10'

N

B&T GRP

vertical bridge

VERTICAL BRIDGE
MYERLEE
VB #: US-FL-7108
TMO #: ----
1428 EDGEWATER CIRCLE
FORT MYERS, FL 32703
LEE COUNTY

PID #: 27-45-24-22-00000.00CE

PROPOSED 149' (AGL) MONOPOLE

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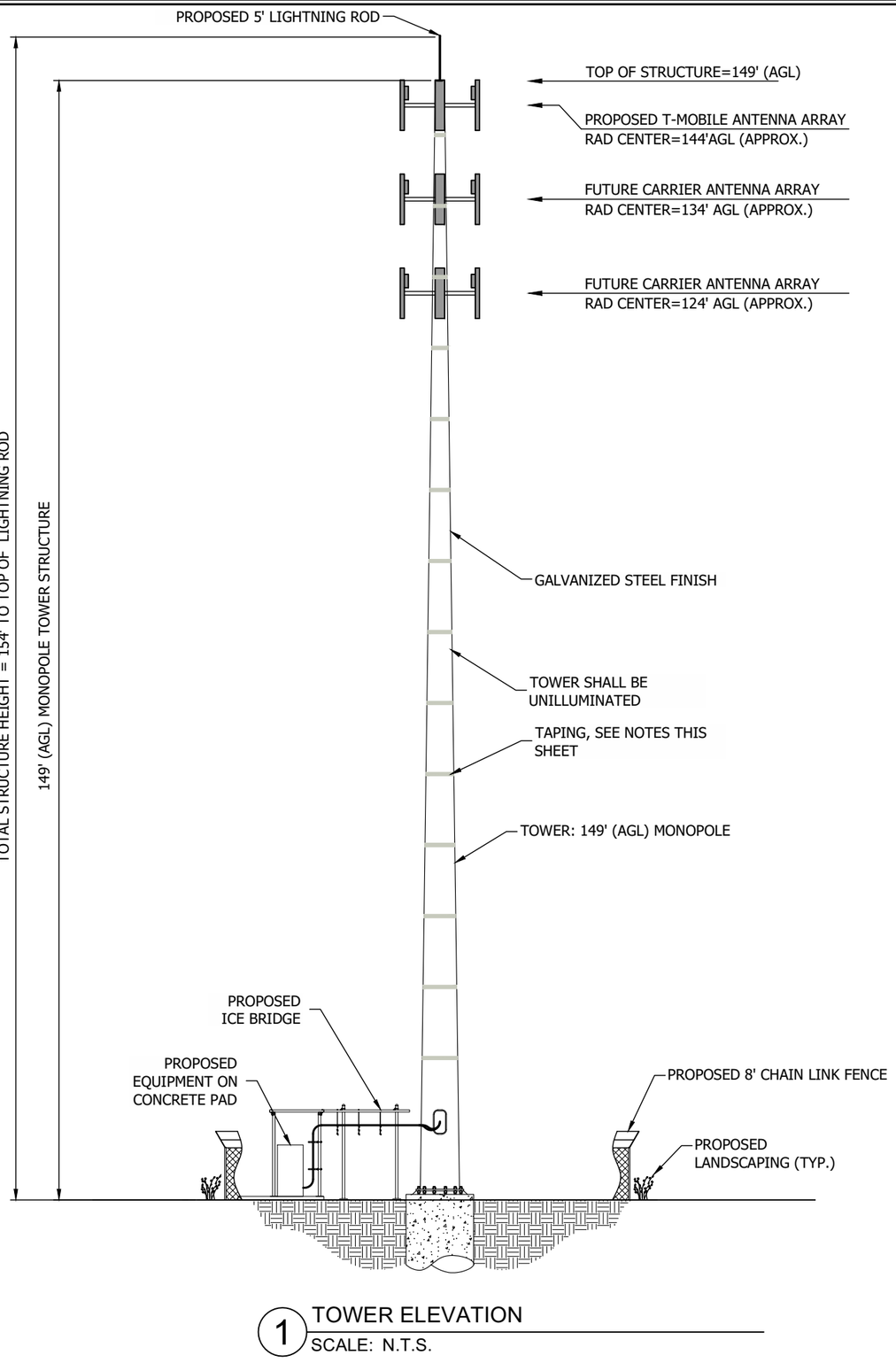
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STATE OF
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ENLARGED COMPOUND LAYOUT

SHEET NUMBER:
C-1.2



1 TOWER ELEVATION
SCALE: N.T.S.

NOTES: (TAPING)

- THE DEVELOPER OF A WIRELESS COMMUNICATION FACILITY MUST INSTALL TAPING AROUND THE ANTENNA-SUPPORTING STRUCTURE IN CONFORMANCE WITH THE FOLLOWING

1. THE TAPE MUST BE SIX-INCHES 3m DIAMOND GRADE tm VIP REFLECTIVE SHEETING, SERIES 3990
2. THE TAPING MUST START AT 20 FEET ABOVE THE SURFACE.
3. THE TAPING MUST BE AT TEN-FOOT INTERVALS.
4. THE TAPE MUST BE WRAPPED AROUND THE SUPPORT POLE AND OVERLAP BY ONE INCH FOR A GOOD SEAL

B+T GRP

verticalbridge

VERTICAL BRIDGE
MYERLEE
VB #: US-FL-7108
TMO #: ----
1428 EDGEWATER CIRCLE
FORT MYERS, FL 32703
LEE COUNTY

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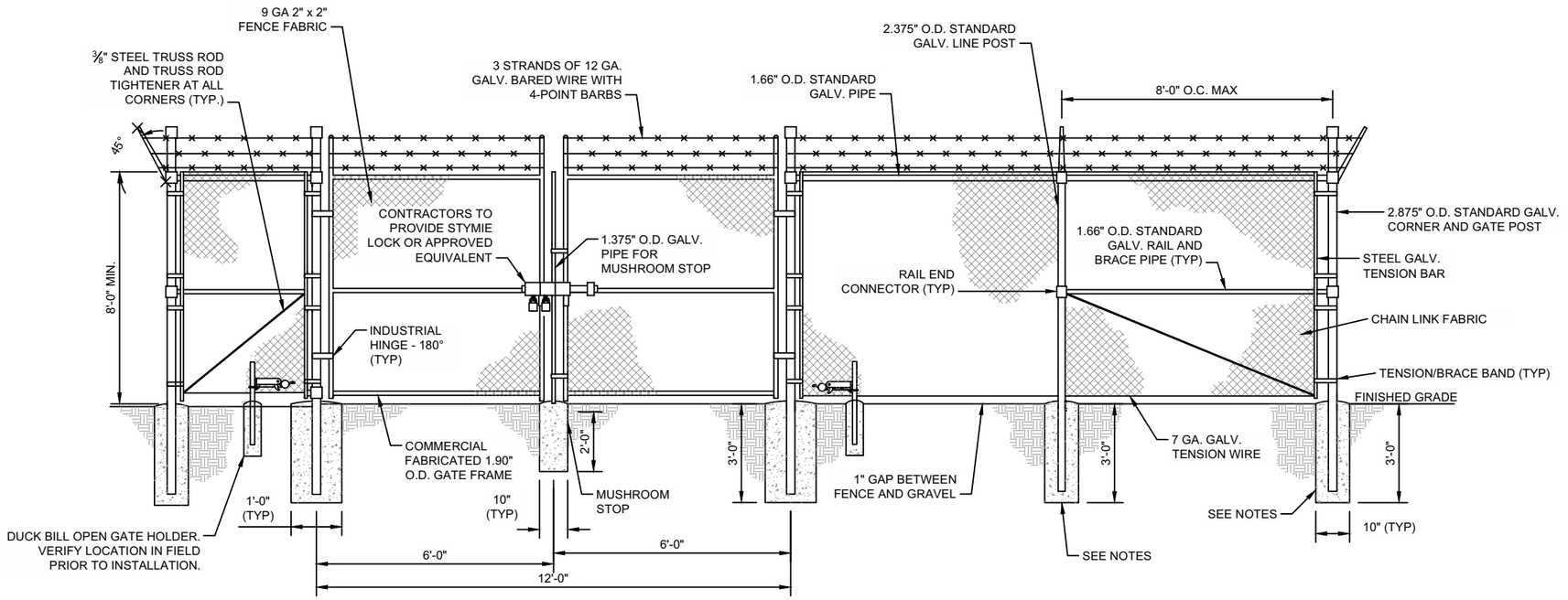
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TOWER ELEVATION PLAN

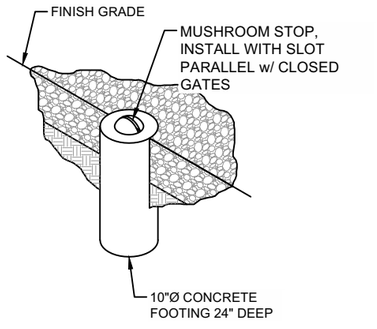
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C-1.3

FENCE NOTES

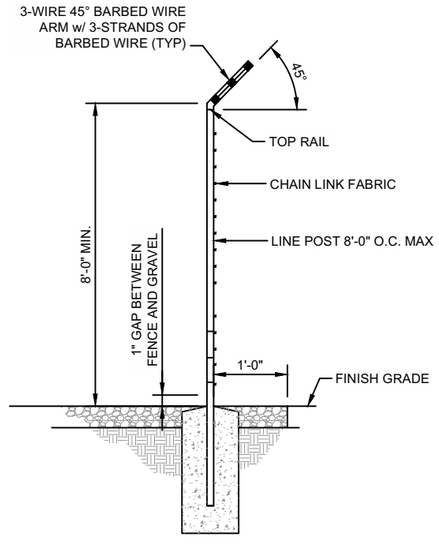
1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



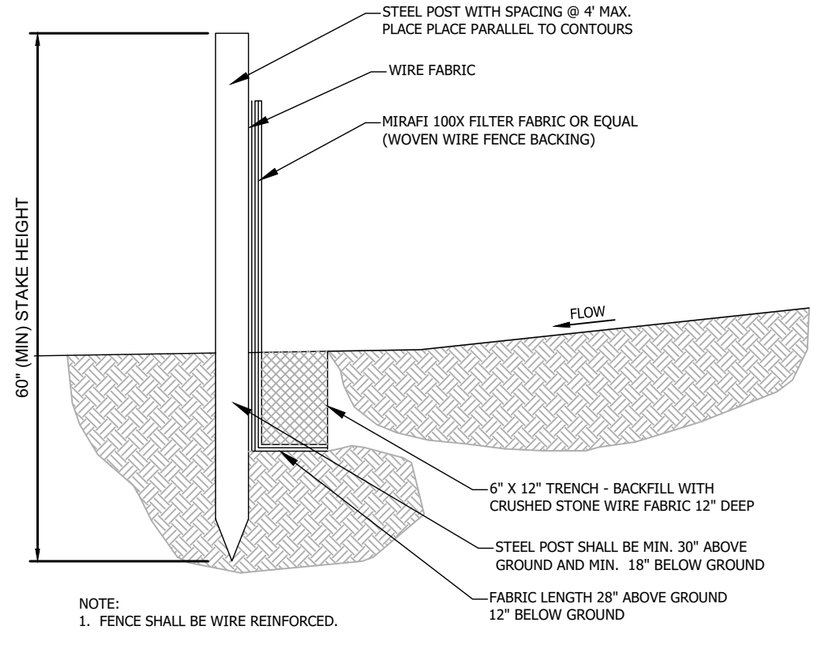
1 TYPICAL FENCE AND GATE DETAIL
SCALE: N.T.S.



2 MUSHROOM STOP
SCALE: N.T.S.



3 SECTION AT FENCE
SCALE: N.T.S.



NOTE:
1. FENCE SHALL BE WIRE REINFORCED.

4 SILT FENCE DETAIL
SCALE: N.T.S.

B+T GRP

verticalbridge

VERTICAL BRIDGE
MYERLEE
VB #: US-FL-7108
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1428 EDGEWATER CIRCLE
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LEE COUNTY

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PROPOSED 149' (AGL) MONOPOLE

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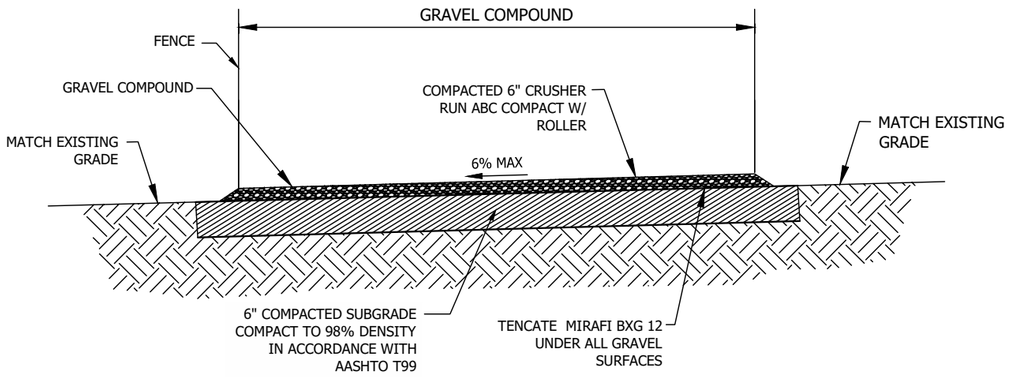
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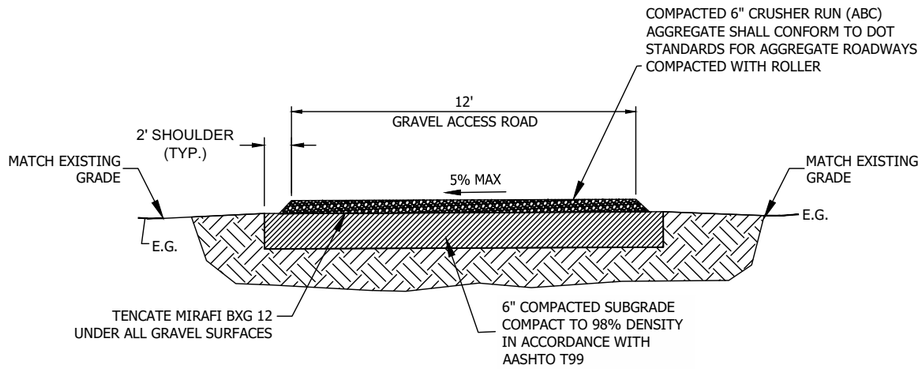
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FENCE DETAILS

SHEET NUMBER:
C-2.0



1 ON GRADE GRAVEL COMPOUND SECTION
SCALE: N.T.S.



NOTES:

1. THE CONTACTOR MUST EITHER SUPER-ELEVATE OR CROWN ALL ROAD SECTIONS.
2. THE MAXIMUM SUPER-ELEVATION SHALL NOT EXCEED 6% CROSS SLOPE.

2 ON GRADE GRAVEL ROAD SECTION
SCALE: N.T.S.

B+T GRP

vertical bridge

VERTICAL BRIDGE
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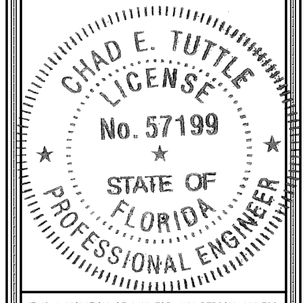
ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	7/25/23	BCT	REVIEW
0	8/11/23	MAS	FINAL
1	8/23/23	BCT	FINAL

B&T ENGINEERING, INC.
1717 S. BOULDER AVENUE
TULSA, OK 74119
COA: 27496

CHAD TUTTLE, P.E.
B&T ENGINEERING, INC

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ENGINEERING DETAILS

SHEET NUMBER:
C-2.1

NOTES:

1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.
3. ADDITIONAL E911 ADDRESS SIGNS ARE REQUIRED AT EACH ACCESS ROAD GATE LEADING TO THE COMPOUND AS WELL AS ON THE COMPOUND GATE ITSELF.
4. ADDITIONAL FCC REGISTRATION # SIGNS ARE REQUIRED AT EACH ACCESS ROAD GATE LEADING TO THE COMPOUND AS WELL AS ON THE COMPOUND GATE ITSELF. SIGN SHALL MEASURE (20" LONG x 4" TALL). THE LETTERS SHALL BE 1" AND THE NUMBERS SHALL BE 2".
5. RECOMMENDED SOURCES FOR OBTAINING SIGNAGE:

ST. CLAIR SIGNS
3184 WADE HAMPTON BOULEVARD
TAYLORS, SC 29687
(864) 244-0040

RF EXPOSURE SIGNS
RICHARD TELL ASSOCIATES
3433 RINGSTAR ROAD, SUITE 3
NORTH LAS VEGAS, NV 89030
(702) 645-3338

EXCEL SIGN & DECAL
1509 NORTH MILPITAS BLVD.
MILPITAS, CA 95035
(408) 942-8881

6. NO ADVERTISING SIGNS INCLUDING COMMERCIAL, ADVERTISING, LOGOS, POLITICAL SIGNS, FLYERS, FLAGS OR BANNERS WHETHER OR NOT POSTED TEMPORARILY, SHALL BE PERMITTED ARE WARNING, DANGER, OR OTHER SIGNS DESIGNED TO MAINTAIN PUBLIC SAFETY.

ATTENTION

THE SITE SHALL ONLY CONTAIN SIGNAGE AS MANDATED BY THE FCC.

1'-8"

4"

FCC TOWER REGISTRATION NO.:

TBD

(4) WHITE BACKGROUND WITH BLACK LETTERING
QUANTITY: (2)
TO BE MOUNTED ON: COMPOUND ACCESS GATE
ACCESS DRIVE GATE
(SEE NOTE 4)

NOTE:
NUMBER SHOWN IS GENERIC, CONTRACT CONSTRUCTION MANAGER FOR ACTUAL FCC TOWER REG. #.

1'-6"

1'-0"

T-Mobile

IN CASE OF EMERGENCY
CALL: (800) 937-8997

SITE DESIGNATION: US-FL-7108

EMERGENCY SIGN
(RED METAL W/ WHITE LETTERING)

3'-0"

2'-0"

vertical bridge

SITE NAME: MYERLEE
SITE ID: US-FL-7108

1428 EDGEWATER CIRCLE
FORT MYERS, FL 32703

CONTRACTOR SHALL VERIFY ADDRESS PRIOR TO ORDERING SIGNAGE.

FOR LEASE INFORMATION
CALL: ###-###-####

24 HOUR EMERGENCY SERVICE
CALL: ###-###-####

RED LETTERS (ALL OTHERS BLACK)

CONTRACTOR TO COORDINATE NUMBERS (TYP)

11"

8½"

NOTICE

RF Controlled Area Beyond This Point

Radio fequency ("RF") emissions may exceed FCC Standards for general public exposure. Only authorized workers permitted to enter.

For your safety:
Obey all posted signs.
Maintain minimums distance of 7 feet from all antennas.
Do not step in front of antennas.

For further information, please call ###-###-#### and reference Site Number: US-FL-7108

CONTRACTOR TO COORDINATE NUMBERS (TYP)

RF NOTICE SIGN
(WHITE METAL SIGN W/BLACK LETTERING)

TYPICAL SIGNS AND SPECIFICATIONS

SCALE: N.T.S.

B+T GRP

vertical bridge

VERTICAL BRIDGE
MYERLEE
VB #: US-FL-7108
TMO #: ----
1428 EDGEWATER CIRCLE
FORT MYERS, FL 32703
LEE COUNTY

PID #: 27-45-24-22-00000.00CE
PROPOSED 149' (AGL) MONOPOLE

PROJECT NO:	**G0168095.001.01**
CHECKED BY:	**DLS**

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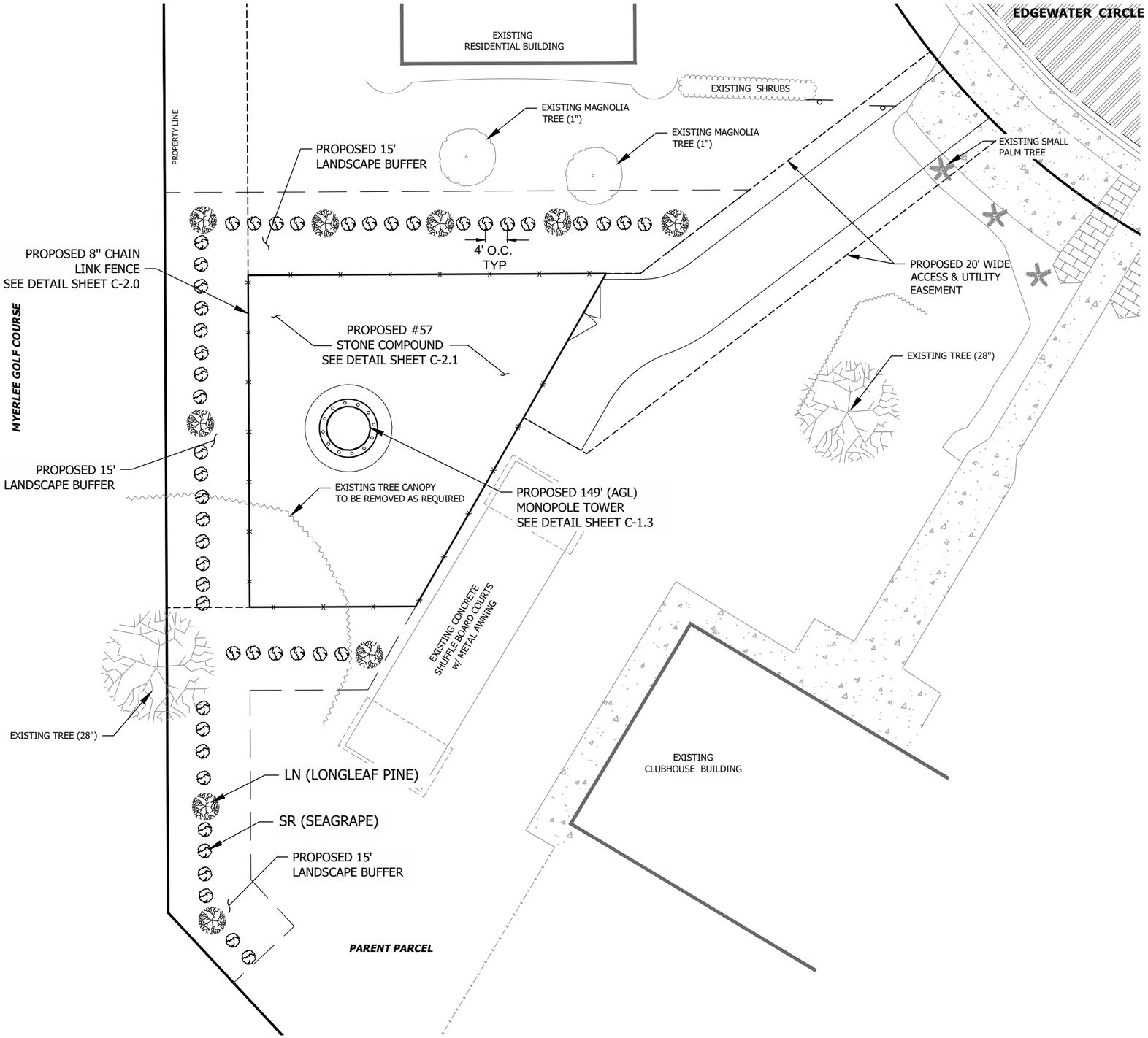
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CHAD E. TUTTLE LICENSE No. 57199 STATE OF FLORIDA PROFESSIONAL ENGINEER

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SIGNAGE DETAILS

SHEET NUMBER:
C-2.2



CALL FLORIDA ONE CALL
(800) 432-4770
CALL 3 WORKING DAYS
BEFORE YOU DIG!

B+T GRP

verticalbridge

VERTICAL BRIDGE
MYERLEE
VB #: US-FL-7108
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1428 EDGEWATER CIRCLE
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LEE COUNTY

PID #: 27-45-24-22-00000.00CE
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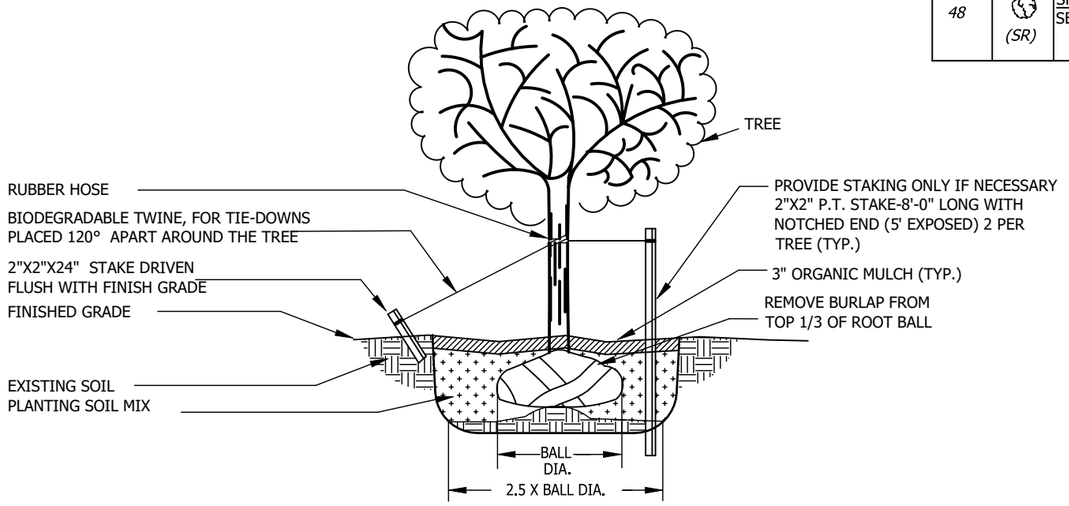
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LANDSCAPE PLAN

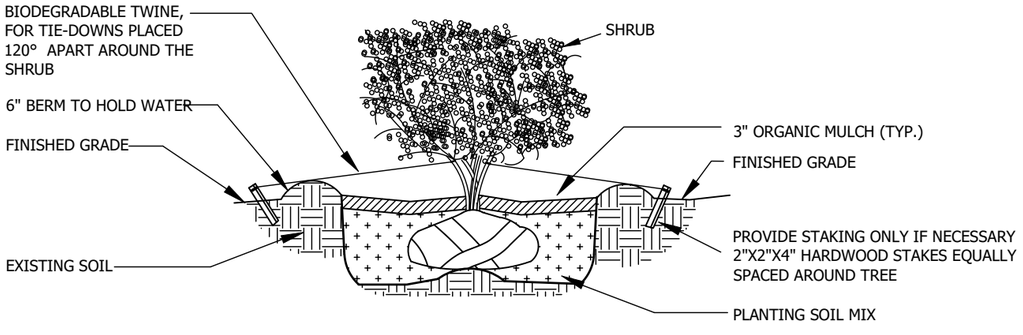
SHEET NUMBER:
L-1

PLANT SCHEDULE

QTY.	SYM.	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
9	(LN)	TREE LONGLEAF PINE	PINUS PALUSTRIS	MINIMUM OF TEN FT. IN HEIGHT AND TWO INCHES DIAMETER AT BREAST HEIGHT (DBH) AT THE TIME OF PLANTING	PLANT 5' FROM FENCE, MIN.
48	(SR)	SHRUB SEAGRAPE	COCCOLOBA UVIFERA	24" MIN. HEIGHT AT PLANTING	PLANT 30" O.C. MIN.



1 TREE PLANTING DETAIL
SCALE: N.T.S.



2 SHRUB PLANTING DETAIL
SCALE: N.T.S.

MANUAL WATERING SCHEDULE:

1. WATER DAILY FOR FIRST 30 DAYS, PROVIDE 5 GALLONS PER TREE PER CALIPER INCH, SHRUBS TO RECEIVE 5 GALLONS EACH PER WATERING.
2. WATER EVERY OTHER DAY FROM 30 DAYS TO 3 MONTHS, AT SAME RATE.
3. WATER WEEKLY FROM 3 MONTHS UNTIL ESTABLISHED, TYPICALLY 4 MONTHS AFTER PLANTING, AT SAME RATE.
4. APPLY WATER DIRECTLY TO ROOT BALL.
5. AT EACH WATERING CHECK FOR EXCESSIVE OR INEFFICIENT WATER.

PLANTING NOTES:

1. MULCH WITH 4" MIN. ORGANIC MULCH.
2. LANDSCAPE CONTRACTOR TO GUARANTEE AND MAINTAIN TREES AND SHRUBS FOR 180 DAYS.
3. ALL TRIMMING OF EXISTING TREES TO BE PERFORMED BY LICENSED ARBORIST.
4. ALL NEW PLANT MATERIAL WILL BE FLORIDA GRADE #1 OR BETTER, HEALTHY, DISEASE FREE, AND PEST FREE.
5. ALL PROPOSED LANDSCAPING IS REQUIRED AND SHALL BE PROPERLY MAINTAINED TO ENSURE GOOD HEALTH & VITALITY.
6. SEED, MULCH AND FERTILIZE ALL DISTURBED AREAS.
7. REFER TO LANDSCAPE PLAN, SHEET L-1 FOR PLANTING LOCATION.

B+T GRP

verticalbridge

VERTICAL BRIDGE
MYERLEE
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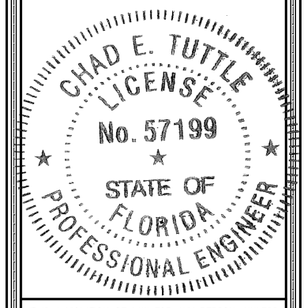
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LANDSCAPE DETAILS

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L-2