

Barraco

and Associates, Inc.

www.barraco.net

Civil Engineers, Land Surveyors and Planners

JUNE 24, 2024

MR. ANTHONY RODRIGUEZ, MANAGER
ZONING DIVISION
LEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
1500 MONROE ST.
FT. MYERS, FL 33902

RE: 94 4TH ST., PAGE PARK COMMUNITY
STRAP NUMBER: 12-45-24-01-000Q0.0090
REQUEST FOR REZONE FOR TFC-2 TO CPD

DEAR MR. RODRIGUEZ,

BARRACO AND ASSOCIATES, INC. IS PLEASED TO REPRESENT MINC MASONRY/MEDENWALD, INC. IN REQUESTING A REZONE FROM THE TFC-2 ZONING DISTRICT TO THE CPD ZONING DISTRICT FOR PROPERTY LOCATED AT 94 4TH ST., FT. MYERS, FL, TO DEVELOP A CONTRACTOR'S ADMINISTRATIVE OFFICE WITH OUTDOOR OPEN AND ENCLOSED STORAGE.

THE PROPERTY SIZE IS 0.66 ACRES AND THE BUILDING ON SITE WAS ORIGINALLY PERMITTED AS A SINGLE-FAMILY HOME. THE PROPERTY IS LOCATED IN THE PAGE PARK COMMUNITY PLANNING AREA OF UNINCORPORATED LEE COUNTY.

PLEASE FIND THE REZONE APPLICATION AND SUPPORTING DOCUMENTATION AS REQUIRED BY THE COUNTY'S LAND DEVELOPMENT CODE. IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,
BARRACO AND ASSOCIATES, INC.



VINCENT A. CAUTION, AICP
VICE PRESIDENT OF PLANNING

VAC/vc

FILE: 24242



APPLICATION FOR PLANNED DEVELOPMENT PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: 94 4th St. CPD

Request: Rezone from: TFC-2 To: CPD

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

Bonus Density included? ☒ NO ☐ YES¹ for: Bonus Units

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

Summary of Project:

Allow a change of use from a residential single-family house to a commercial contractor's office with outside storage.

PART 1 APPLICANT/AGENT INFORMATION

A. Name of Applicant: Robert W. Votaw

Address: 1339 Canterbury Drive

City, State, Zip: Fort Myers, FL 33901

Phone Number: 239-340-3833

E-mail Address: MincMasonry@yahoo.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: Barraco and Associates, Inc.

Contact Person: Vince Cautero, AICP

Address: 2271 McGregor Blvd., Suite 100

City, State, Zip: Fort Myers, FL 33901

Phone Number: 239-461-3170

Email: VinceC@Barraco.net

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

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

**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: N/A

Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

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

☒ Attach [Disclosure of Interest](#) Form.

- C. Multiple parcels:** N/A

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

☐ Property owners map. [34-202(a)(8)]

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

Attached

1. Title certification document, no greater than 90 days old.

2. Date property was acquired by present owner(s): 9/1/2023

**PART 3
PROPERTY INFORMATION**

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

12-45-24-01-000Q0.0090

- B. Street Address of Property:** 94 4th Street, Fort Myers, FL 33907

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

☒ 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:** TFC-2

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

None to our knowledge

- F. Use(s) of Property:**

1. Current uses of property are: Single-family house with carport

2. Intended uses of property are: Office with outdoor storage

G. Future Land Use Classification (Lee Plan):

Central Urban	0.66	Acres	100	% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions:

1. Width (average if irregular parcel):	115	Feet		
2. Depth (average if irregular parcel):	251.29	Feet		
3. Total area:	0.66	Acres or square feet		
4. Frontage on road or street:	115	Feet on	4th St.	Street
2 nd 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.

- ☐ 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)] (Attached)

PART 4
TYPES OF LAND AREA ON PROPERTY

A. Gross Acres (total area within described parcel)		0.66	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)}		0.66	Acres
B. Total area not eligible as gross residential acreage (Items A.1. + A.3. + A.4.).		0	Acres
C. Gross residential acres. (A minus B) ⁽³⁾			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	0.66	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)

0.66 **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

N/A

- 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	1 Story	≈ 816
3.	Retail		
4.	Other: Finished Porch- 184; Carport- 312		496
5.	TOTAL FLOOR AREA		1,312
		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)]**
Attached
- 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)]**
Attached
- 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)]**
Attached

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)]** **Attached**

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.]**
Waived
-
- 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)].
Waived
-
- C. Preservation/Conservation of Natural Features:** Describe how the lands listed in PART 6.B. above will be protected by the completed project:
Waived
-
- D. Shoreline Stabilization:** If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:
Waived
-
- 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.]** **Waived**
- 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.]** **Waived**
- 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.]** **Waived**
- 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.]** **N/A**

**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
-
- 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: **N/A**

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)] N/A**

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)] N/A**

D. Private Recreational Facility Planned Developments (PRFPDs): **N/A**

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)]** **Water**
- ☒ **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)]** **Sanitary Sewer is provided by septic tank.**
- 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)]** **N/A**
- 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]** **See Narrative**
- ☐ A Tall Structures Permit is required. **[34-1108]**

PART 5 SUBMITTAL REQUIREMENT CHECKLIST		
<i>Clearly label your attachments as noted in bold below</i>		
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)]
3	☒	STRAP Numbers (if additional sheet is required) [34-202(a)(5)]
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)]
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]

ADDITIONAL AGENTS

Company Name:	Strayhorn, Persons-Mulicka & Fisher		
Contact Person:	Bruce Strayhorn and Megan Strayhorn		
Address:	2125 First St., Suite 201		
City, State, Zip:	Ft. Myers, FL 33901		
Phone Number:	239-334-1260	Email:	bruce@strayhornlaw.com; megan@strayhornlaw

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

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

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

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

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

DISCLOSURE OF INTEREST AND AUTHORIZATION FORM

[Individual Owner]

I, Robert Votaw, being first duly sworn,
depose and say that I am the owner of the property described as:

No. of Parcels: 1

Addresses: 9444 ST., RT. MYRAS, FL 33907

Strap #: 12-45-24-01-000 Q 0.0090

I do hereby appoint Vincent Lauterbach, Carl Barnack, Sr., Bruce Strayhorn, and Megan Strayhorn as my authorized agent and/or attorney for the purpose of representing my interests in the above-described property which is the subject matter of this application and proposed hearing. I understand that this application must be complete and accurate before a hearing can be advertised.

Signature of
Owner:

Printed Name:

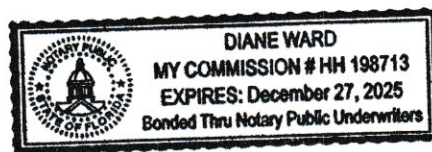
Sworn to and subscribed before me this 19th day of June, 2024, by
R. W. Votaw, who is personally known to me or
who has produced _____ as identification. He/she has
acknowledged to me and before me that he/she executed this instrument for the
purposes therein expressed.

Diane Ward
Public

Diane Ward
Print Notary Name

My commission expires:

Notary



AGENT AUTHORIZATION AND AFFIDAVIT

I, (Name) Robert Votaw

being first duly sworn, depose and say that I am the authorized representative of the owner(s) of the property described as:

No. of Parcels: 1
Addresses: 94 4th St., Ft. Myers, FL 33907
Strap #: 12-45-24-01-00000.0090

Agent Information: Vincent A. Cantero, AICP
Address: 2271 McGregor Blvd.
City, State, Zip: Ft. Myers, FL 33901
Office phone: 239-461-3170
Cell phone: 239-825-0553
Email address: VINCEN@BAINACO.NET

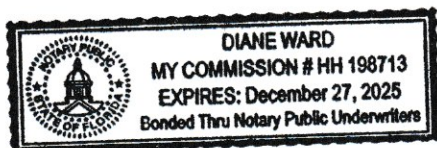
I hereby certify that the answers to the questions in this application and all sketches, data, and other supplementary materials attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before a hearing can be advertised.

Signature: R. W. VotawPrinted Name: R. W. VotawSworn to and subscribed before me this 19th day of June, 2024, byR. W. Votaw, who is personally knownto me or has produced _____ as identification.

He/she acknowledged before me that he/she has executed this instrument for the reasons therein expressed.

Notary Public Signature: Diane WardNotary Public Name: Diane Ward

My commission expires:





PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Barraco and Associates, Inc.
2271 McGregor Blvd., Suite 100
Fort Myers FL 33901

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

05/28/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes:

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/28/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$76.36	
Order No:	10206330	# of Copies:
Customer No:	1454615	0
PO #:	LSAR0106247	

THIS IS NOT AN INVOICE!*Please do not use this form for payment remittance.*

NICOLE JACOBS
Notary Public
State of Wisconsin

Medenwald, Inc./ Minc Masonry
Rezone

PUBLIC MEETING DATE: Monday,
June 3, 2024 at 6:00 p.m.

LOCATION: Kimmie's Recovery
Zone

507 Center Road

Fort Myers, FL 33907

APPLICANT: Barraco & Associates,
Inc.

PROJECT NAMES: Medenwald,
Inc./ Minc Masonry Rezone

ACTION REQUESTED: Rezone $\pm$
0.66 AC located at 94 4th St. in the
Page Park Community from TFC-2
to CPD.

FOR MORE INFO: Contact: Vincent
Cautero, AICP, at Barraco & Associ-
ates, Inc.

(239) 461-3170; VinceC@Barraco.net

May 28 2024

LSAR0106247



REQUEST FOR SUBMITTAL REQUIREMENT WAIVER FOR UNINCORPORATED AREAS ONLY

Upon written request, the Director may modify the submittal requirements for Public Hearings, Development Orders, Limited Review Development Orders and other Administrative Action Applications where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the Director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF REQUIRED SUBMITTAL ITEMS (indicate the appropriate application type)

- ☒ Public Hearing - General Requirements (34-202)
- ☐ Public Hearing - Mining Excavation Planned Development (12-110)
- ☐ Public Hearing - Additional Requirements for:
- ☐ Development of Regional Impact (34-202(b)(1))
 - ☐ Planned Developments (34-202(b)(2))
 - ☐ Planned Development Amendment (34-202(b)(2))
 - ☐ Rezoning other than Planned Developments (34-202(b)(3))
 - ☐ Special Exceptions (34-202(b)(5))
 - ☐ Variances (34-202(b)(6))
 - ☐ Limited Amendment to Existing Mine Zoning Approval [12-121(j)]
 - ☐ Private Recreational Facilities Planned Development (34-941(g))
- ☐ Development Order - Submittal Requirements (10-152)
- ☐ Application Form and Contents (10-153)
 - ☐ Additional Required Submittals (10-154)
- ☐ Limited Review Development Order - Submittal Requirements (10-152)
- ☐ Required Submittals (10-175)
- ☐ Administrative Action Application Requirements [34-203]

State the Type of Administrative Application: _____

PLEASE PRINT OR TYPE:

STRAP Number: 12-45-24-01-000Q0.0090

Name of Project: Minc Masonry/Medenwald, Inc

Name of Agent: Vince Cautero, AICP, Barraco and Associates, Inc.

Street Address: 2271 McGregor Blvd. STE 100

City, State, Zip: Ft. Myers, FL 33901

Phone Number: 239-461-3170 Email Address: vincec@barraco.net

Name of Applicant*: Robert Votaw

Street Address: 1339 Canterbury Dr.

City, State, Zip: Ft. Myers, FL 33901

Phone Number: 239-481-0230 Email Address: Mincmasonry@yahoo.com

***If applicant is not the owner, a letter of authorization from the owner must be submitted.**

LEE COUNTY COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET), FORT MYERS, FLORIDA 33902
PHONE (239) 533-8585

A. SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

	Section Number	Requirement
#1	34-373 (a) (7)	Traffic Impact Statement
#2	34-373 (a) (4) (b)	Topography
#3	34-373 (a) (4) (b)	Soils map
#4	34-373 (a) (4) (c)	FLUCCS map
#5	34-373 (a) (4) b.iii	Rare and Unique Upland Habitat map
#6	34-373 (a) (4) b.v	Existing and Historic Flow-ways map
#7		
#8		
#9		

B. SCOPE OF PROJECT AND REASON(s) FOR REQUEST:

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver(s) should be approved. Use additional sheets if necessary and attach to this application form. (Please print or type)
 see attached letter

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


 Signature of Applicant

4-3-24
 Date

FOR STAFF USE ONLY

DIRECTOR'S DECISION:

- ☒ Request Denied #1
☐ Request Approved
☒ Request Approved Per Attached Comments
 #2, #3, #4, #5, #6

Electronically signed on 5/1/2024 by
 Anthony R. Rodriguez, AICP, CPM, Zoning Manager
 Lee County Department of Community Development

Director Signature

Date

GEN2024-00120 COMMENTS**TIS**

A proposed schedule of uses is required. A Trip generation memo is required showing the comparison between trips generated from the existing development and proposed development.

Environmental Sciences

The applicant has requested to waive the topography, soils, rare and unique habitat, and existing and historic flow ways. The site has been cleared in the last year and currently has no vegetation. FLUCCS, rare and unique habitat, soils, topography, and existing and historic flow ways would not be required at time of rezoning due to the site not having vegetation.

94 4TH St.
Rezone
Request Narrative

A. PURPOSE OF REQUEST

The owner of property addressed as 94 4th St. is requesting a rezone from the Residential Two-Family Conservation (TFC-2) district to the Commercial Planned Development (CPD) district to allow a former single-family house located on the property to be used as an office along with outdoor open and enclosed storage of commercial equipment. The office will be used by Minc Masonry/MEDENWALD, Inc., a local masonry contractor. The property owner, Mr. Robert Votaw, is an Officer of the company.

B. BACKGROUND

The property is located in the Page Park Planning Community of unincorporated Lee County. It is surrounded by a variety of land uses including multi-family residential, commercial, industrial, and institutional. The property is located approximately 0.9 miles east of US 41 and 0.7 miles south of Page Field Airport. The Page Park community is approximately 0.7 square miles in size. The US Bureau of the Census reported the area's population to be 747 in the 2020 census. The median income was \$23,660.00 and per capita income was \$14,281.00 as reported by the US Census Bureau in 2020.

The building intended for office use appeared on the Lee County tax rolls in 1957. Minc Masonry/MEDENWALD, Inc. has been in existence in southwest Florida since 1966.

One point of ingress and egress to the property is located on 4th St., south of Center Rd.

C. COMPATABILITY WITH SURROUNDING AREAS

Surrounding uses in the immediate area consist of multi-family residential, industrial, commercial, and institutional uses. Evangelical Christian High School is located directly across the street from the property. Industrial businesses are located east and northeast of the subject property.

The intended use falls under Section 34-622 (c) 9 of the County's Land Development Code – General Contractors' office - with outdoor storage of equipment. To allow flexibility in the design of the Master Concept Plan (MCP) and to assure various types of equipment can be stored on the property, we are requesting a rezone to the Commercial Planned Development category. This will ensure compatibility with surrounding uses. The intended use is consistent with the development character of the surrounding uses and enhanced buffering and screening will ensure impacts are mitigated.

A listing of surrounding uses, zoning, and future land uses is found below.

LOCATION	ZONING	FUTURE LAND USE	USES/NOTES
NORTH	C-1 and IL	Central Urban	Residential; Industrial uses are located northeast.
SOUTH	AG-2	Central Urban	Institutional (High School)
EAST	IL	Central Urban	Industrial
WEST	TFC-2	Central Urban	Residential and Institutional (High School)

D. CONSISTENCY WITH GUIDING DOCUMENTS

1. Lee County Comprehensive Plan (Lee Plan)

The property is designated as Central Urban on the Lee Plan Future Land Use Map. Goal 1 of the Lee Plan under the Future Land Use Map is found below:

GOAL 1: *To maintain and enforce a Future Land Use Map showing the distribution, location, and extent of future land use by type, density, and intensity in order to protect natural and man-made resources, provide essential services in a cost-effective manner, and discourage urban sprawl. (Ord. 94-30).*

OBJECTIVE 1.1: FUTURE URBAN AND SUBURBAN AREAS

Designate areas with varying intensities on the Future Land Use Map that provide for a full range of urban activities. These designations are based upon soil conditions, historic and developing growth patterns, and existing or future availability of public facilities and services. (Ord. 17-13).

POLICY 1.1.3

The Central Urban future land use category can be best described as the “urban core” of the County. These areas are already heavily settled and have, or will have, the greatest range and highest levels of public services. Residential, commercial, public, and quasi-public, and limited light industrial land uses will continue to predominate in the Central Urban future land use category. Future development in this category is encouraged to be mixed use, as described in Objective 1.1, where appropriate. The standard density range is from eight dwelling units per acre to 10 dwelling units per acre, with a maximum total density of 15 dwelling units per acre. The maximum total density may

be increased to 20 dwelling units per acre utilizing Greater Pine Island Transfer of Development Units. (Ord. 94-30, 02-02, 09-06, 16-07, 21-19).

Compliance - The proposed use is consistent with the future land use category goal, objective, and policy as it adds to the mix of uses that are deemed appropriate for the Central Urban Future Land Use category.

OBJECTIVE 2.1

Development Location: *Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where large tracts of land are by-passed in favor of development more distant from services and existing communities. (Ord. 94-30, 00-22).*

Compliance - The proposed use is to be developed as a Planned Development (PD) in order to provide sufficient criteria and standards assuring a compact development to mitigate impacts. The PD also allows for certainty, which creates an environment whereby adjacent and nearby property owners are aware of the potential uses.

POLICY 5.1.5

This policy is concerned with encroachment of uses that are potentially destructive to the character and integrity of the residential environment. You can see from the photographs and aerials submitted with the original application the immediate area is made up of mixed uses, with many properties used for storage. The primary use of the subject site is an office with outdoor storage. The applicant intends to provide enhanced buffering to address negative impacts in a satisfactory manner. Inasmuch as this is a Planned Development, additional conditions can be imposed by the County Commission to minimize potential impacts.

POLICY 6.1.3

Commercial development requiring rezoning must be developed as Planned Development except if located within the Mixed Use Overlay. The Planned Development must be designed to arrange uses in an integrated and cohesive unit in order to: provide visual harmony and screening; reduce dependence on the automobile; promote pedestrian movement within the development; utilize joint parking, access, and loading facilities; avoid negative impacts on surrounding land uses and traffic circulation; protect natural resources; and, provide necessary services and facilities where they are inadequate to serve the proposed use. (Ord. 94-30, 00-22, 21-09).

Compliance – The proposed development will avoid negative impacts by providing enhanced buffering and screening. The use will be condensed on a small piece of property and avoids negative impacts that could arise from additional strip commercial development.

POLICY 6.1.4

Commercial development will be approved only when compatible with adjacent existing and proposed land uses and with existing and programmed public services and facilities. (Ord. 94-30, 00-22).

Compliance – The office and storage uses proposed will be compatible with existing uses as the uses surrounding the property constitute a mix of residential and non-residential in varied zoning districts. This complements the Urban Central Future Land Use category goal.

POLICY 6.1.6

This policy contains language stating the land development regulations will require commercial development provide adequate and appropriate landscaping, open space, and buffering.

Compliance – Adequate buffering and landscaping will be provided to assure the development blends in with the character of the area. The appearance of the office building will be compatible as it was formerly a single-family residence.

POLICY 6.1.7

Prohibit commercial development from locating in such a way as to open new areas to premature, scattered, or strip development; but permit commercial development to infill on small parcels in areas where existing commercial development would make a residential use clearly unreasonable.

Compliance – The development will not open up the immediate area to development that would be premature or scattered since the area is heavily developed. Additionally, the conversion of the residential structure to an office represents a reuse that is compatible with the character of the surrounding area.

GOAL 31: PAGE PARK COMMUNITY PLAN

Revitalize the village-like residential neighborhood into a vibrant mixed use community, that captures the heritage of the Page Park Community Plan area by providing infrastructure, pedestrian and bicycle connections, and business opportunities together with consistency in signage, landscaping, and enhanced development standards, thereby promoting a mix of commercial and residential uses that will provide services to the local community and the driving public. (Ord. 09-08, 18-18).

POLICY 31.2.1

New and stand-alone commercial activity and uses will be limited to Danley Drive and within commercial/mixed use areas shown on the Page Park Overlay (Map 1-C). Commercial uses will be permitted elsewhere within the community, but only as part of a mixed use development or as a mixed use building. This policy does not apply to existing commercial uses and property currently zoned for commercial uses. (Ord. 09-08, 18-18).

Compliance – The property is located within the Page Park Overlay commercial/mixed use section, which makes the proposal compatible with this policy as a new and stand-alone commercial development.

E. CONSISTENCY WITH THE LEE COUNTY LAND DEVELOPMENT CODE (LDC)**1. Hearing Examiner**

In accordance with **Section 34-145 (4) (a) (1)** of the LDC, the Hearing Examiner must make certain findings on rezone petitions prior to approval or recommending approval. The findings are as follows.

A. Rezoning. The Hearing Examiner must find the request:**1. Complies with the Lee Plan.**

Response: See pages 2-4 of this narrative document for the explanation Lee Plan compliance.

2. Meets this Code and other applicable County regulations or qualifies for deviations.

Response: The single-family residence was consistent with the County's land development regulations in effect at the time of approval of construction. The proposed rezoning and use meet the applicable County regulations as detailed in the submitted Schedule of Uses and Property Development Regulations. Deviations for relief are being requested as noted in the submitted Schedule of Deviations and Justifications and on the Master Concept Plan.

3. Is compatible with existing and planned uses in the surrounding area.

Response: The former residence has been upgraded to serve as a business office. Surrounding uses include commercial, multi-family residential, industrial, and an educational facility (High School). The rezoning request of the subject site does not alter the character of the property, which assures that it remains compatible with neighboring properties.

4. Will provide access sufficient to support the proposed development intensity.

Response: The subject property has a points of ingress and egress off 4th St. The existing access points will remain for employees and customers to enter and exit the office.

5. The expected impacts on transportation facilities will be addressed by existing County regulations and conditions of approval.

Response: This rezoning action does not result in any additional operational impacts to transportation facilities. The amount of trips to and from the site will be de minimus.

6. Will not adversely affect environmentally critical or sensitive areas and natural resources.

Response: The subject site was previously developed. This proposed rezoning action does not result in impacts to environmentally critical or sensitive areas or natural resources.

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

Response: Urban services are available to the property and are already provided to the development. The site is served by Lee County Utilities for water. A septic tank provides sanitary sewer service.

A. Planned Development Rezonings. The Hearing Examiner must also find:

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

The proposed rezoning is consistent with LDC Section 34-145 (d) (4) a.2, which is required for all planned developments. The principal use of the site will be an administrative office with outdoor storage of equipment. Some equipment will remain uncovered, while some will be enclosed.

2. 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.

All proposed conditions of the request are intended to protect the public interest. Safeguards to the public interest are also provided through the

conformance of the Master Concept Plan, with use and development standards of the LDC, with deviations granted as warranted for unique conditions with the intent to protect the health, safety, and welfare of the community.

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

- i. **Enhances the achievement of the objectives of the planned development; and**
- ii. **Preserves and promotes the general intent of this Code to protect the public health, safety and welfare.**

The Justification of Deviations submitted with this application demonstrates that the requested deviations enhance the achievement the planned development objectives and preserve and promote the general intent of the code to protect public health, safety, and welfare.

B. Other applicable sections of the LDC

1. *Section 33-1203 – Community Review*

An informational meeting was conducted on June 3, 2024 at Kimmie's Recovery Zone located at 570 Center Rd. in the Page Park Community. An advertisement was placed in the News-Press prior to the meeting in compliance with LDC Section 33-1203 (b). Additionally, signs were posted at Kimmie's Recovery Zone as well as the location of the property under review. There were no participants at the meeting. At the time of submitting this application, the applicant is unaware as to any public comment.

2. *Section 34-1352 – Setbacks*

Setbacks are included in several sections of the LDC. A recap of the applicable sections of the LDC and our proposal is found below.

A. General

- Street – 50-feet
- Side yard – 40-feet
- Rear yard – 40-feet

B. Page Park

- Side yard – 0/15-feet minimum; N/A – maximum
- Side – 15-feet minimum; 0-feet maximum
- Rear – 15-feet

C. Planned Developments

- Minimum setback – 15-feet for Commercial Planned Developments

We request a deviation from the side 15-foot setback to a setback of five-feet on the south side and a two-foot setback on the north side. The equipment and containers will be located behind a buffer screen and fencing on all three sides: north, east, and south. Buffering will be adequate to provide sufficient screening to the adjacent properties. Additionally, a six-foot opaque fence or wall will be constructed with a swing gate on the east side (rear of the property).

Section 34-935 (b) (1) (b) requires a minimum setback of 15-feet for commercial uses in a Planned Development. Please refer to the Property Development Regulations table for our proposed standards.

3. Section 34-1352 (e) – Visual screening

Screening will be provided by enhanced buffering and fencing. Fencing will be screen with an opaque finish. The buffering parameters are shown on the Master Concept Plan (MCP).

4. Section 33-1250 – Page Park, Division 2, Subdivision 1

Requirements are found below. The property development standards table will provide a recap of the proposed dimensions for each standard.

- Lot area none specified
- Lot width none specified
- Height 3 stories/40 feet
- Setbacks follow Section 34-2191
- Front minimum – 0; maximum - 25-feet
- Side minimum – 15-feet; maximum - none
- Side yard minimum - 0/15-feet; maximum – N/A
- Rear 15-feet
- Waterbody 25-feet
- Maximum ROW 25-feet

5. Section 33-1255 – Parking

Parking will be located on the south side of the building and not facing a public street.

6. Section 33-1257 (b) – Transit Facilitation

The project site is adjacent to a public road and contains a sidewalk in the event a bus bench or stop is placed by the Transit Authority in front of the project site or nearby. If placed nearby, visitors can walk or bicycle to the site.

7. Section 33-1259 (a) - Public Open Space

A minimum of 10 percent public open space is required. We have provided at least 10 percent of open space. We request a deviation from the requirement for

the open space to be *public* since an allowance of public space would not be practical nor safe in this area. Equipment and machinery will be placed on the property and is not advisable to allow public interaction.

8. Section 33-1310, Tables 1 and 2 – Buffers

The proposed use is Commercial and the requirement for buffering adjacent to single-family and industrial uses is a type B buffer and no buffer is required for adjacency to multi-family residential. A type B buffer will be provided with fencing on all sides to ensure compatibility and screening from adjacent property uses. We are requesting a deviation from the 10-foot minimum buffer width requirement to five feet.

9. Section 10-416 (b) – Landscaping

Perimeter plantings must be equal to 10 percent of the proposed building gross ground level floor area, on three sides. Emphasis is placed on sides that that most visible from the public. A minimum width of 5-feet is required.

The plantings will be placed around the equipment storage area and will exceed 10 percent of the floor area of the building (81 feet).

10. Section 34-2020 (b) – Parking – General

One parking space per 300 square feet of total floor area must be provided. This would equal three spaces. Three spaces and a handicap space will be provided. The final design of the parking spaces, i.e. angles, will be determined at the development order stage.

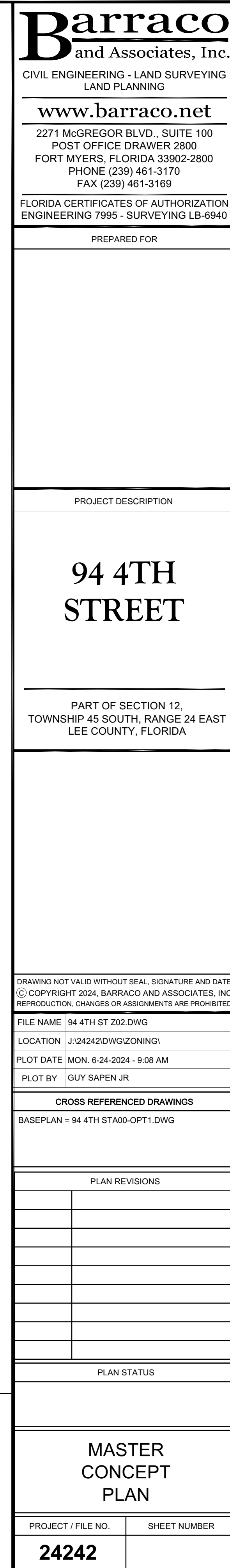
11. Section 34-1007 LCPA Airport Obstruction Notification Zone

Our reading of Map 8 in Appendix C of Ordinance 19-03 yields the property is located in the 25' to 50' Above Mean Sea Level (AMSL) category. However, the building on site is not greater than 25 feet in height. If notification is required prior to approval of a development order, it will be done by the applicant.

PROPERTY DEVELOPMENT REGULATIONS

The regulations table below is based on existing conditions and proposed property dimensions for the primary and ancillary uses.

	Office Building	Other Permitted Uses & Structures
Minimum Lot Area and Dimensions		
Lot Area (square feet)	0.5 acres	N/A
Width (feet)	N/A	N/A
Depth (feet)	N/A	N/A
Minimum Setbacks		
Street (feet)	20	20
Side (feet)	10	Two-feet from landscaping with fencing (a five-foot buffer width is proposed)
Rear (feet)	20	10
Building Separation (feet)	Determined by Building and/or Fire Code	Determined by Building and/or Fire Code
Perimeter (feet)	Refer to Rear Yard	



SCHEDULE OF PERMITTED USES

1. Accessory uses and structures in accordance with LDC criteria
2. Administrative offices
3. Water retention
4. Fences, walls
5. Parking area(s)
6. Signs, in accordance with LDC criteria
7. Storage, open. Equipment to include, but not limited to, concrete pumps, skid steers, tractors, and mini-excavators.
8. Storage, enclosed
9. Temporary uses

DEVIATION REQUESTS AND JUSTIFICATION

The requested deviations are marked on the Master Concept Plan.

1. **Public Open Space** [Section 1259 (a)]

Request: Open space will be provided in accordance with LDC criteria. The request is a deviation **from** the requirement for open space to be made available to the public **to** general open space. Given the size of the parcel and that equipment will be stored on the property, there is no practical way to secure open space available to the public. This could present hazards to the general public, which should be avoided.

2. **Setbacks** [Section 34-1352 and 34-935 (b) (1) (b)]

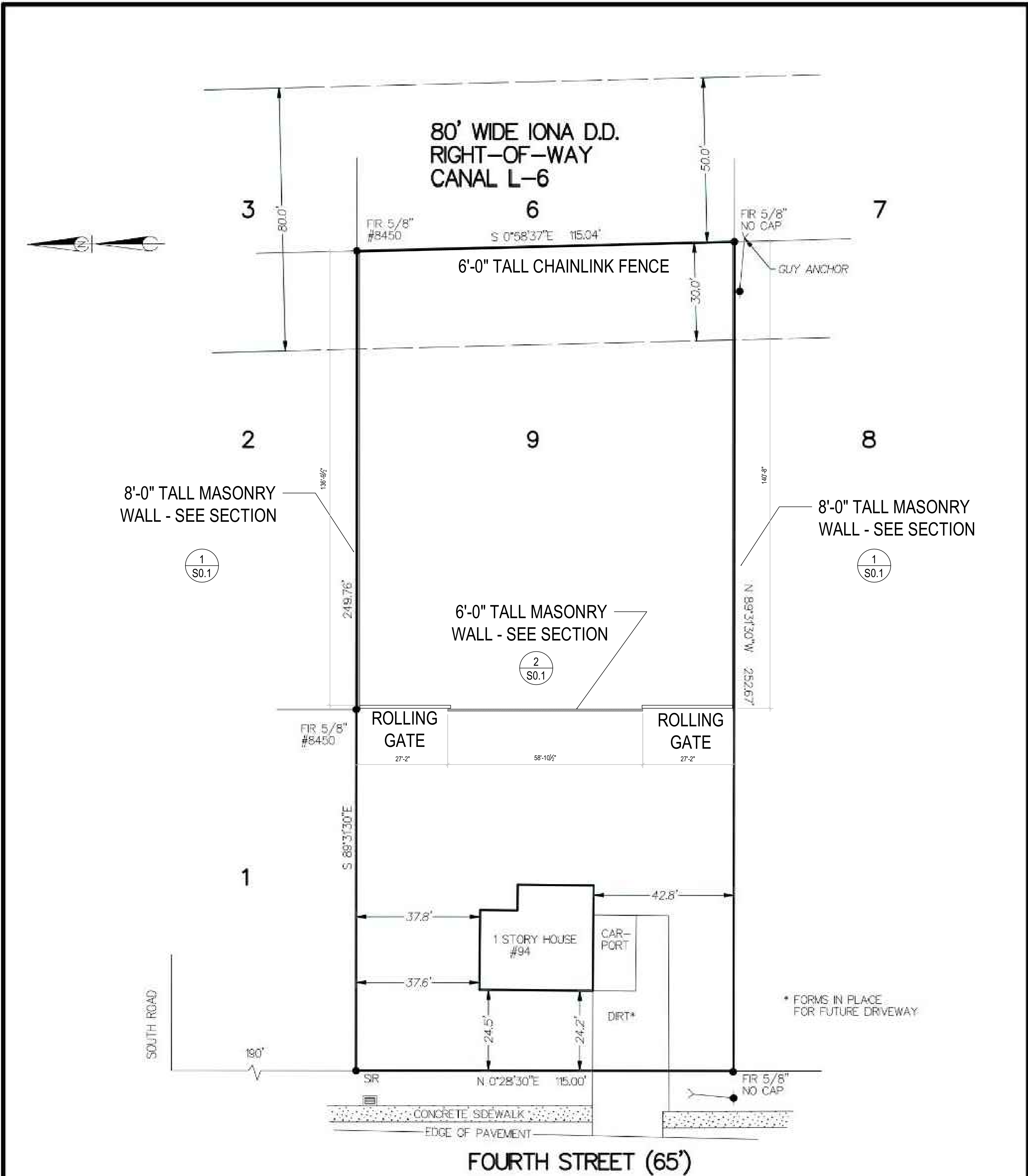
Request: Setback deviations are requested as follows:

- **From** 15-feet from the south property line **to** two-feet from the buffer;
- **From** 15-feet for equipment and other structures, e.g., enclosed storage, **to** 10-feet on the east end (rear of the property). The buffer area is proposed to be the setback and equipment storage would be allowed up to the buffer; and
- **From** 15-feet from the north property for equipment and other structures **to** two feet from the buffer area.

The justification is to maximize the use of the property while providing adequate screening from neighboring uses.

3. **Buffers** [Section 1310, Table 2]

Request: A deviation **from** the minimum 10-foot width requirement **to** a minimum width of five feet on the north and south sides of the property. This should provide adequate screening as fencing will also be incorporated into the final site design.



BOUNDARY SURVEY

LOT 9, BLOCK Q
PAGE PARK
PLAT BOOK 8, PAGE 92
LEE COUNTY, FLORIDA

CERTIFIED TO:
ROBERT VOTAW

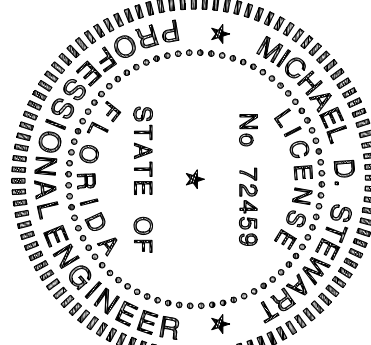
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SELLERS BEWARE: SIGNING A SURVEY AFFIDAVIT SHIFTS LIABILITY FROM THE SURVEYOR TO THE SELLER. ADDITIONALLY, A SELLER WHO PROVIDES AN UNAUTHORIZED COPY OF AN OLD SURVEY TO A BUYER COULD POSSIBLY BE SUED FOR COPYRIGHT INFRINGEMENT BY THE SURVEYOR. BUYERS BEWARE: A PRIOR SURVEY IS CERTIFIED TO THE SELLER, NOT THE BUYER. THE BUYER WOULD HAVE NO RECOURSE AGAINST THE SURVEYOR IF A SURVEY PROBLEM ARISES AFTER THE CLOSING.

BASIS FOR BEARINGS: FOURTH STREET - PLAT			SCALE: 0 30	SURVEY DATE: 11/14/23
COMMUNITY NUMBER: 125124	MAP & PANEL NUMBER: 1207100428	SUFFIX: H	DATE OF FIRM INDEX: 11/17/22	FIRM ZONE: X
LEGEND			DATE: 11/15/23	BASE FLOOD ELEVATION: N/A
FIR = FOUND IRON ROD FIP = FOUND IRON PIPE FDH = FOUND DRILL HOLE FCM = FOUND CONCRETE MONUMENT SIR = SET IRON ROD 1/2" LB #7075 PLE = PUBLIC UTILITY EASEMENT PU & DE = PUBLIC UTILITY & DRAINAGE EASEMENT SN&D = SET NAIL & DISK LB #7075 PRM = PERMANENT REFERENCE MONUMENT FND = FOUND NAIL & DISK POB = POINT OF BEGINNING FCR = FENCE CORNER CONC = CONCRETE NFM = NOT FIELD MEASURED LME = LAKE MAINTENANCE EASEMENT DE = DRAINAGE EASEMENT			THIS SURVEY IS HEREBY CERTIFIED CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY IS NOT A CERTIFICATION OF TITLE, ZONING, OR FREEDOM FROM ENCUMBRANCES. NO UNDERGROUND STRUCTURES HAVE BEEN LOCATED BY THIS SURVEY. ANY REFERENCE TO UNDERGROUND STRUCTURES IF ANY IS APPROXIMATE, UNLESS OTHERWISE SHOWN ALL FIELD MEASURED DIRECTIONS AND DISTANCES ARE IN SUBSTANTIAL AGREEMENT WITH THE DIRECTIONS & DISTANCES OF RECORD FOR THE PARCEL SURVEYED. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. NO ABSTRACT OF TITLE WAS PROVIDED. EASEMENTS SHOWN ARE FROM THE RECORD PLAT OR DEED ONLY. CONTRACTOR MUST VERIFY WITH CITY OR COUNTY THERE ARE NO OTHER EASEMENTS OR BUILDING SETBACK REQUIREMENTS BURDENING THE PROPERTY PRIOR TO PERMITTING AND CONSTRUCTION.	
+0.0 = EXISTING ELEVATION ■ = UTILITY RISER ● = UTILITY POLE ⊙ = FIRE HYDRANT ☐ = CATCH BASIN (P)=PLAT (F)=FIELD (D)=DEED (C)=COMPUTED —X— = WIRE FENCE —V— = VINYL FENCE —W— = WOOD FENCE NAVD=NORTH AMERICAN VERTICAL DATUM OF 1988			FLOOD ZONE SHOWN MUST BE VERIFIED WITH CITY OR COUNTY PRIOR TO PERMITTING OR CONSTRUCTION.  C.E. DAVIS, CERTIFICATE NO. 4839 -OR- ERIC C. DAVIS, PSM # 5544 LB #7075	
			DAVIS SURVEYING INC. WWW.DAVISLANDSURVEYS.COM 13 NICHOLAS PARKWAY WEST CAPE CORAL, FLORIDA 33991 TEL(239)549-6454 FAX(239)549-2548 CONTACT@DAVISLANDSURVEYS.COM JOB NUMBER: 23-1188	

D:\Davis Surveying Inc. Dropbox\Files\2023\23-1188.gxd -- 11/15/2023 -- 11:54 AM --

(239) 292-7670
MStewart@mdsengine.com
CA# 33003
MICHAEL D. STEWART, P.E.
FL REG. #55645
FL AER# #72559



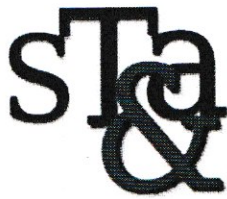
PERMIT: 2024.02.07

PROJECT INFORMATION

Privacy Fence

PROJECT ADDRESS:
94 4th St
Fort Myers, FL

DRAWN BY:
DATE: 11/15/2023
SHEET NUMBER:
S0.2



Security Title & Abstract, LLC

9001 Daniels Pkwy., Suite 100
Ft. Myers, FL 33912
Phone: 239-425-1825 Fax: 239-425-1826

October 19, 2023

Robert Votaw
1339 Canterbury Dr., Fort Myers, FL 33901

RE: Our File Number: 2023-339
Property Address: 94 4th Street, Fort Myers, FL 33907

Dear Valued Customer,

Enclosed please find your Original Warranty Deed and Owner's Title Policy. Please be sure to retain these documents in a safe place for future reference. It was a pleasure having the opportunity to assist you with your real estate transaction. On behalf of Security Title and Abstract, we appreciate your patronage and hope to continue serving your title insurance needs. In the future, if you choose to refinance or sell the property, please call us.

Sincerely,



Taylor Senter
Post Closing

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Ste., 200, Maitland, FL 32751, Phone No.: (407) 629-5842.**

State: **Florida** County: **LEE**

Agent File No. #: 2023-339	Policy Number OP-25-FL1118-15407913	Effective Date October 6, 2023 @ 3:09 PM	Amount of Insurance \$200,000.00	Premium \$1,075.00
Plant File #: 23-057655		Simultaneous #:	Reinsurance #:	

Address Reference: **94 4th Street, Fort Myers, FL 33907**

1. Name of Insured: **Robert Votaw**
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in **Robert Votaw**
4. The land referred to herein is described as follows:
See Schedule A – Continuation Page for Legal Description

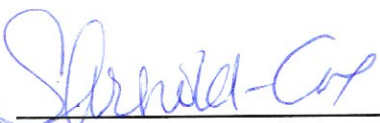
Issued By:

FL1118 * 2023-339

Security Title & Abstract, LLC

9001 Daniels Parkway, Suite 100

Ft. Myers, FL 33912


Authorized Signatory

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

Underwriter: **WESTCOR LAND TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)
--

Schedule A, Continuation Page

Lot 9, Block Q, Page Park, according to the Plat thereof, recorded in Plat Book 8, Page(s) 92 through 97, of the Public Records of Lee County, Florida.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Page 2 Policy #:
OP-25-FL1118-15407913

Plant File #: 23-057655

Agent File No. #: 2023-339

Underwriter: **WESTCOR LAND TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Schedule B

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

1. **Rights or claims of parties in possession not shown by the Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoining land.**
3. **Easements or claims of easements not shown by the Public Records.**
4. **Taxes or special assessments which are not shown as existing liens by the public records.**
5. **Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.**

***** The following items, as listed above, are hereby deleted: 1 and 4 *****

6. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 8, at Page(s) 92 through 97, of the Public Records of Lee County, Florida.
7. Any lien provided by Chapter 159, Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system, or gas system serving the land described herein, however, none due and payable at date of policy.

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

Westcor Land Title Insurance Company
ALTA 6-17-06 OWNER'S POLICY (With Florida Modifications)

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.



POLICY NO.
OP-25-FL1118-15407913

OWNER'S POLICY OF TITLE INSURANCE (with Florida Modifications)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

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

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Westcor Land Title Insurance Company, a South Carolina corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS CONTINUED ON NEXT PAGE

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

Issued By: **FL1118 * 2023-339**

Security Title & Abstract, LLC

**9001 Daniels Parkway, Suite 100
Ft. Myers, FL 33912**

WESTCOR LAND TITLE INSURANCE COMPANY



By:

Mary O'Donnell

President

Attest:

[Signature]

Secretary

4. No right of access to and from the Land.
 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and

without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

CONDITIONS - CONTINUED

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

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

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

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

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation.

Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

**OWNER'S POLICY OF
TITLE INSURANCE
(With Florida
Modifications)**

**WESTCOR
LAND TITLE
INSURANCE COMPANY**

**OWNER'S POLICY
OF
TITLE INSURANCE**

HOME OFFICE

875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

This instrument prepared by & return to: Sarah Arnold-Cox
Security Title & Abstract, LLC
9001 Daniels Pkwy, Ste 100
Fort Myers, FL 33912
Consideration: \$200,000.00
Tax ID No: 12-45-24-01-000Q0.0090
Our File: 2023-339

E-RECORDED simplifile
ID: 2023000327475
County: Lee
Date: 10/6/23 Time: 3:09

General Warranty Deed

Made this 1st day of September, 2023 by **Dawn L. Dupree, A Single woman**, whose post office address is: 94 4th Street, Fort Myers, FL 33907, hereinafter called the grantor, to: **Robert Votaw, a Single man** whose post office address is: 1339 Canterbury Dr., Fort Myers, FL 33901 hereinafter called the grantee,

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

WITNESSETH: that the grantor, for and in consideration of the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), and other variable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Lee, Florida, viz:

Lot 9, Block Q, Page Park, according to the Plat thereof, recorded in Plat Book 8, Page(s) 92 through 97, of the Public Records of Lee County, Florida.

94 4th Street, Fort Myers, FL 33907

Parcel ID Number: **12-45-24-01-000Q0.0090**

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

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

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

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2023000327475, DocType D, Pages 2, Recorded 10/6/2023 at 3:09 PM, DeputyClerk CMASSEY
Rec Fees: \$18.50 Deed Doc: \$1,540.00 ERECORD

This instrument prepared by & return to: Sarah Arnold-Cox
Security Title & Abstract, LLC
9001 Daniels Pkwy, Ste 100
Fort Myers, FL 33912
Consideration: \$200,000.00
Tax ID No: 12-45-24-01-000Q0.0090
Our File: 2023-339

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Lot 9, Block Q, Page Park, according to the Plat thereof, recorded in Plat Book 8, Page(s) 92 through 97, of the Public Records of Lee County, Florida.

94 4th Street, Fort Myers, FL 33907

Parcel ID Number: **12-45-24-01-000Q0.0090**

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

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

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

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

Signed, Sealed and Delivered in Our Presence:

Sarah Arnold-Cox

Witness Sarah Arnold-Cox

Printed Name:

P.O. Address: 9001 Danville Pkwy, Ste 100

FM, FL 33912

Witness

Printed Name:

P.O. Address:

Dawn L. Dupree

Dawn L. Dupree

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of September, 2023 by Dawn L. Dupree who ☐ is personally known or ☒ has produced a driver's license as identification.

[Seal]



Sarah Arnold-Cox

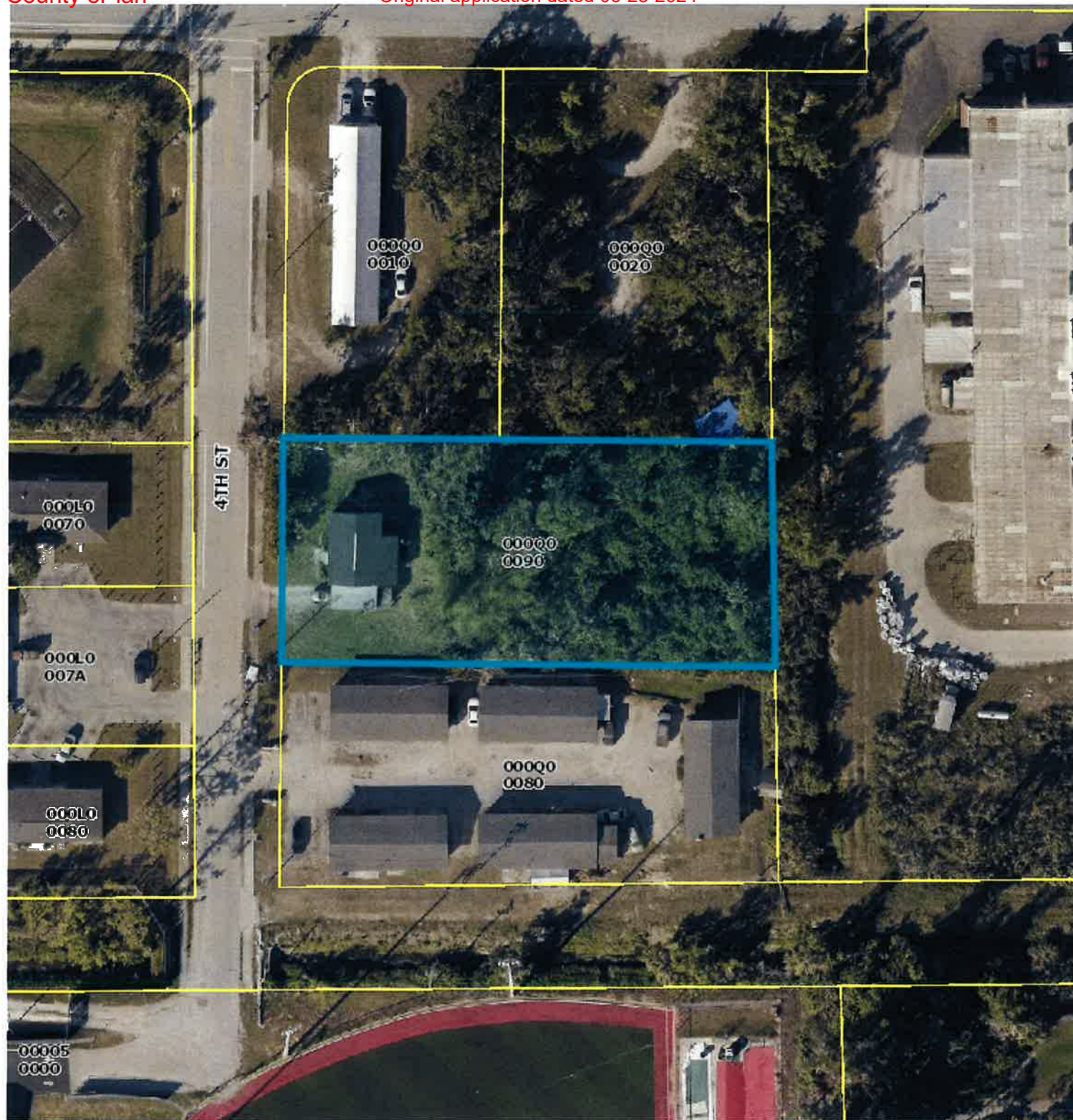
Notary Public

Print Name: Sarah Arnold-Cox

My Commission Expires: 10/2/23

Exhibits

1. Aerial
2. Page Park Community Overlay Map
3. Page Park Community Plan Aerial
4. Surrounding Future Land Use 1
5. Surrounding Future Land Use 2
6. Surrounding Zoning
7. Page Field Airport Obstruction Notification Zone Map



PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 1 of 6 Sheets

DESCRIPTION

Beginning at the Quarter Section Corner on the West line of Section 12, T45S, R24E (Coordinates N 64.116 S 61.548 E 42.142) ...

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
I, FREDERICK CHESTER, Clerk of the Board of Commissioners of Lee County, Florida, do hereby certify that on this 22nd day of October, A.D. 1947, before me personally appeared ...

APPROVALS

This plat was accepted this 22nd day of October, A.D. 1947, in open meeting of the Board of County Commissioners of Lee County, Florida.
Approved: *[Signature]*
Clerk

NOTES

1. RR M. indicates 42"x55" Concrete Monument
Permanent Reference Mark, set.
Indicates 1/2" round by 24" long reinforced steel pin set.
On curved lot lines both chord and arc lengths are shown with angles in chords.

DEDICATION

LEE COUNTY, a County under the laws of Florida, the owner of the herein described lands, has caused this plat of PAGE PARK to be made and same hereby dedicated to the perpetual use of the Public as streets, drives and/or roads ...



Page Park Community Overlay Map

Legend

- Mixed Use / Single Family Residential
- Mixed Use / Stand Alone Commercial

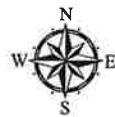


(Ord. No. 10-32, § 2, 9-14-2010)

Map 6
Page Park Community Overlay Map



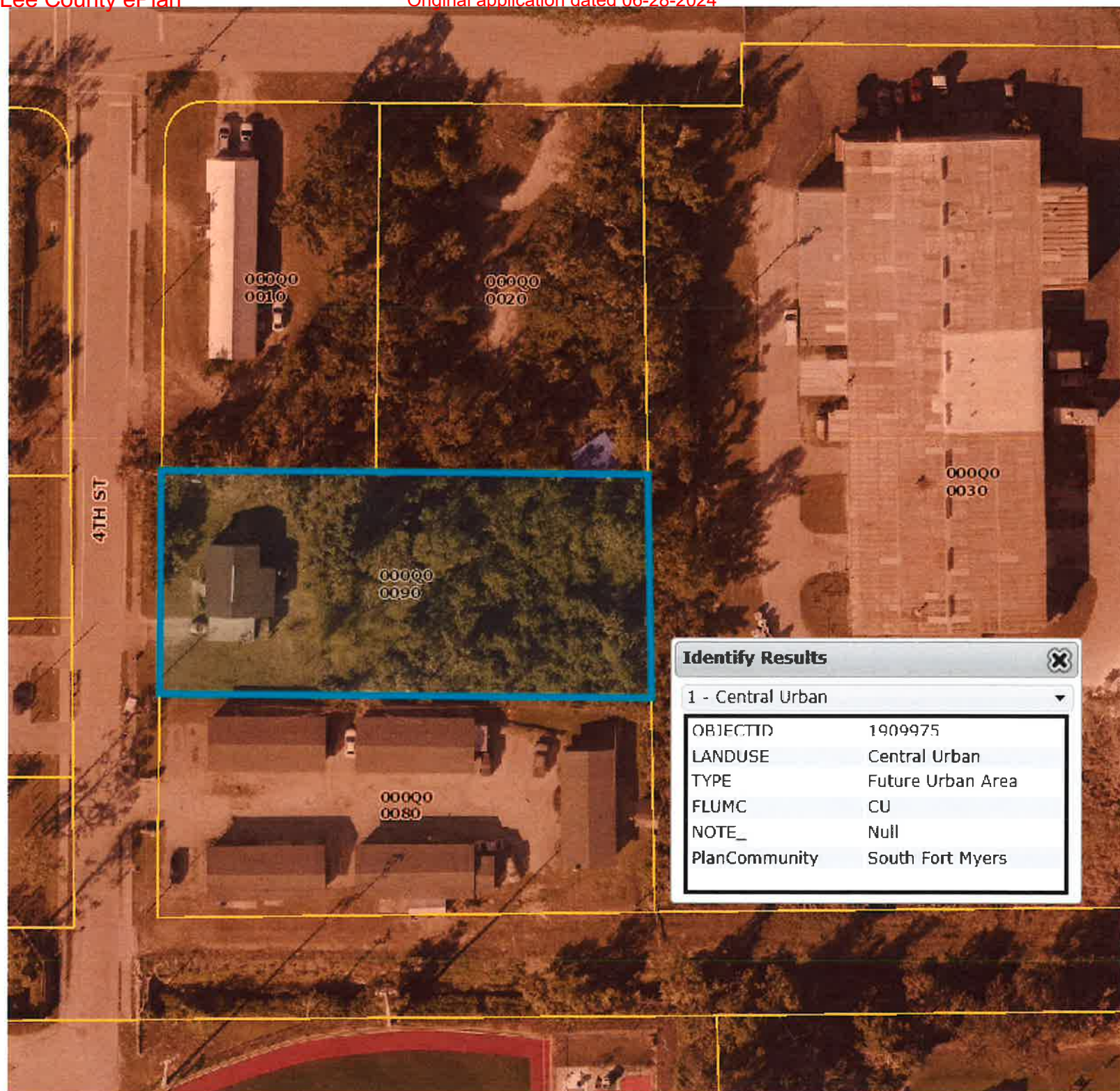
Page Park Community Plan

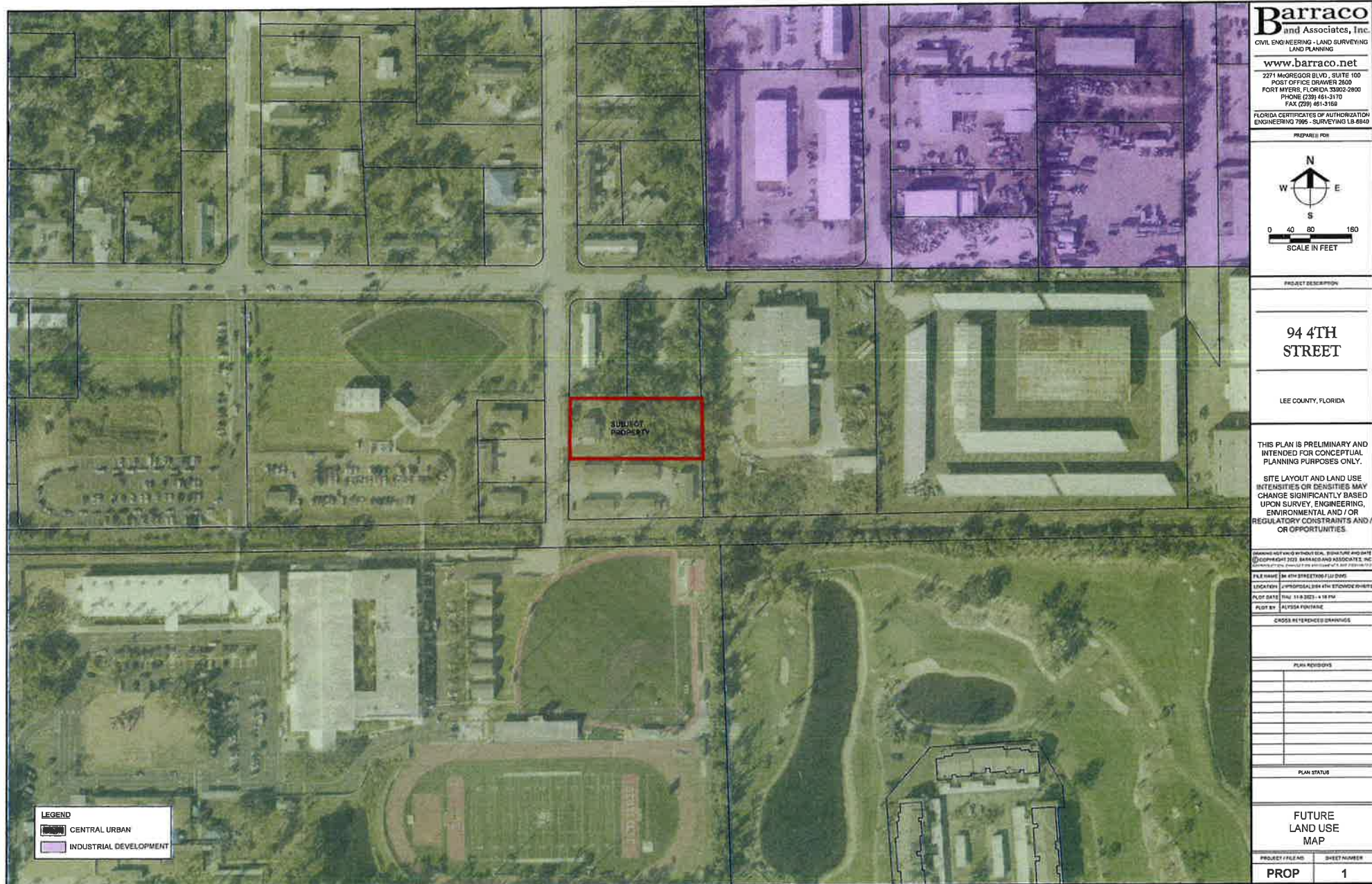


0 0.1 0.2
Miles

Map Generated: December 2017
City Limits current to date of map generation







Barraco and Associates, Inc. CIVIL ENGINEERING - LAND SURVEYING LAND PLANNING www.barraco.net 2271 MAGREGOR BLVD., SUITE 100 FORT MYERS, FLORIDA 33902-2800 PHONE (239) 481-3170 FAX (239) 481-3168 FLORIDA CERTIFICATES OF AUTHORIZATION ENGINEERING 7995 - SURVEYING LB-6849	
PREPARED FOR:	
SCALE IN FEET 0 40 80 160	
PROJECT DESCRIPTION:	
94 4TH STREET	
LEE COUNTY, FLORIDA	
THIS PLAN IS PRELIMINARY AND INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE LAYOUT AND LAND USE INTENSITIES OR DENSITIES MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENGINEERING, ENVIRONMENTAL AND / OR REGULATORY CONSTRAINTS AND / OR OPPORTUNITIES.	
DRAWING NOT VALID WITHOUT SEAL, SIGNATURE AND DATE COPYRIGHT 2024 BARRACO AND ASSOCIATES, INC. ALL RIGHTS RESERVED.	
FILE NAME	94 4TH STREET 94 4TH STREET
LOCATION	UNINCORPORATED 94 4TH STREET
PLAT DATE	JUL 11, 2024
PLAT BY	ALYSSA FORTNA
CROSS REFERENCED DRAWINGS:	
PLAN REVISIONS:	
PLAN STATUS:	
FUTURE LAND USE MAP	
PROJECT FILE NO.	SHEET NUMBER
PROP	1



COUNTYWIDE

Use of this map is limited to notification and review and is not intended to authorize or suggest allowable heights or land uses.

Instructions for Use

Step 2 If the proposed project is located within the Page Field or Southwest Florida International Airport Notification Boundary go to Step 9a; otherwise continue to Step 3.

Step 3 Determine the proposed object's max. height Above Mean Sea Level (AMSL = height of object + ground elevation) then go to Step 4.

Step 4 Determine if the proposed object will use a crane or similar equipment during construction.

Step 5 If the proposed object will use a crane, go to Step 6, if it will not use a crane, go to Step 7.

Step 6 Determine the crane's operating height AMSL:

Step 7 Determine if proposed object or crane heights AMSL exceed any of the notification heights for the selected area.

Step 8 If proposed object or crane exceeds the notification heights, go to Step 9a, otherwise go to Step 9b.

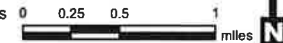
Step 9a Submit a Tall Structure Review Application to Lee County Port Authority.

Step 9b Notification is not required.

Legend

AMSL = Above Mean Sea Level
Vertical objects that meet these thresholds require Tall Structures Permit Review by LCPA:

- ☐ 0' to 25' AMSL
☐ 25' to 50' AMSL
☐ 50' to 75' AMSL
☒ 75' to 100' AMSL
☐ 100' to 125' AMSL
☐ 125'+ AMSL



Drawing Date: August 2018

94 4TH STREET
Surface Water Management Plan

In addition to the information below, please see the Request Statement and Surface Water Management portion of the Comprehensive Plan Compliance for further details.

A. Run-off characteristics of the property in its existing state.

The run-off characteristics of the property in its existing state flows from west to east across the developed property. An existing ditch runs parallel with the eastern perimeter of the site. The off-site ditch routes run-off into IDD Canal L and is conveyed to Whiskey Creek.

B. In general terms, the drainage concept proposed, including the outfall to canals or natural water bodies, including how drainage flow from adjacent properties will be maintained.

Stormwater run-off will be directed via sheet flow and closed conveyance to the proposed outfall structure, which will outfall into the existing off-site ditch. Discharge into Whiskey Creek shall be limited to 108 CSM for the 25-year, 3-day storm event in accordance with the Lee County Surface Water Management Plan.

C. The retention features (including existing natural features) that will be incorporated into the drainage system and legal mechanisms, which will guarantee their maintenance.

Onsite water quality for the system will be provided through a dry detention area. The outfall from this system into Whiskey Creek will be regulated by a control structure. This control structure will provide water quality and attenuation.

D. How will existing natural features be preserved? Include an estimate of the ranges of the existing post development water table elevations, where appropriate.

Existing natural features will be preserved by maintaining existing drainage patterns. Post development water table elevations are estimated to be at elevation 8.00' to 9.00' NAVD 88 based on adjacent South Florida Water Management District (SFWMD) permits.

E. If the property is subject to seasonal inundation or is subject to inundation by extreme swollen, by the rains of a 100-year storm event, indicate the measures that will be taken to mitigate the affects of expected flooding.

The property is located within FEMA Flood Zone X as shown in FIRM (Flood Insurance Rate Map), Community Panel Number 12071Co428H dated November 17, 2022. The subject property is not subject to inundation by the rains of a 100-year storm event and building finished floor elevations will be determined at the time of permitting based on federal, state and local requirements, whichever is greater.

*94 4th Street***TRAFFIC IMPACT STATEMENT**
June 2024**Introduction:**

The proposed 94 4th Street project is a re-development of a 0.66-acre parcel located along 4th Street in Fort Myers, Florida. The property in its existing state operated as a single-family home. The proposed site will operate as an office space.

This Traffic Impact Statement (TIS) will analyze and compare the trips generated by the existing single-family home to that of the proposed office space. The proposed build-out of this project is 2025. The site will continue to access 4th Street, a Lee County maintained local roadway.

Objective:

The objective of this analysis is to compare the effects of the proposed re-development between the existing single-family home and the proposed office space uses.

Methodology:

Traffic equations and rates from OTISS Version 4.0, based upon data from the 11th Edition, are utilized to project the estimated trips for the two land uses. The ITE Trip Generation contains land use codes (LUC) for each land use, LUC 210 Single-Family Detached Housing for the existing condition and LUC 712 Small Office Building for the proposed condition.

The existing condition consists of:

- 3 Residents (LUC 210)

The proposed condition consists of:

- 1,190 SF of Office Space (LUC 712)

Traffic Analysis Results:

Project Traffic Generation:

94 4 th Street Re-Development	Single-Family Detached Housing (LUC 210)	Small Office Building (LUC 712)	Projected Difference in Trips
Peak Hour AM Entering Traffic	0	2	2
Peak Hour AM Exiting Traffic	1	0	-1
Peak Hour PM Entering Traffic	7	1	-6
Peak Hour AM Exiting Traffic	3	2	-1
Weekday Entering Traffic	7	9	2
Weekday Exiting Traffic	8	8	0

Conclusion:

The results generated from the user inputs by the ITE Trip Generation Manual through OTISS Version 4.0 indicate a minimal impact in trips during the peak hour AM, peak hour PM and weekday trips. Based on the minimal impact due to the change in use of this portion of the 94 4th Street property, there are no adverse impacts anticipated to the function of the existing access point or level of service to the surrounding roadways.

Weekday AM Peak Hour of Adjacent Street Traffic:

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
210 - Single-Family Detached Housing	General Urban/Suburban	Residents	3	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Best Fit (LIN)	0	1	1
Data Source: Trip Generation Manual, 11th Ed.					$T = 0.97(X) - 1.43$	31%	69%	
712 - Small Office Building	General Urban/Suburban	1000 Sq. Ft. GFA	1.19	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 p.m.	Average	2	0	2
Data Source: Trip Generation Manual, 11th Ed.					1.67	82%	18%	

Weekday PM Peak Hour of Adjacent Street Traffic:

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
210 - Single-Family Detached Housing	General Urban/Suburban	Residents	3	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	7	3	10
Data Source: Trip Generation Manual, 11th Ed.					$T = 0.27(X) + 9.67$	66%	34%	
712 - Small Office Building	General Urban/Suburban	1000 Sq. Ft. GFA	1.19	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	1	2	3
Data Source: Trip Generation Manual, 11th Ed.					2.16	34%	66%	

Weekday Peak Hour of Generator Traffic:

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
210 - Single-Family Detached Housing	General Urban/Suburban	Residents	3	Weekday	Best Fit (LOG)	7	8	15
Data Source: Trip Generation Manual, 11th Ed.					$\ln(T)=0.89\ln(X)+1.72$	50%	50%	
712 - Small Office Building	General Urban/Suburban	1000 Sq. Ft. GFA	1.19	Weekday	Average	9	8	17
Data Source: Trip Generation Manual, 11th Ed.					14.39	50%	50%	

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

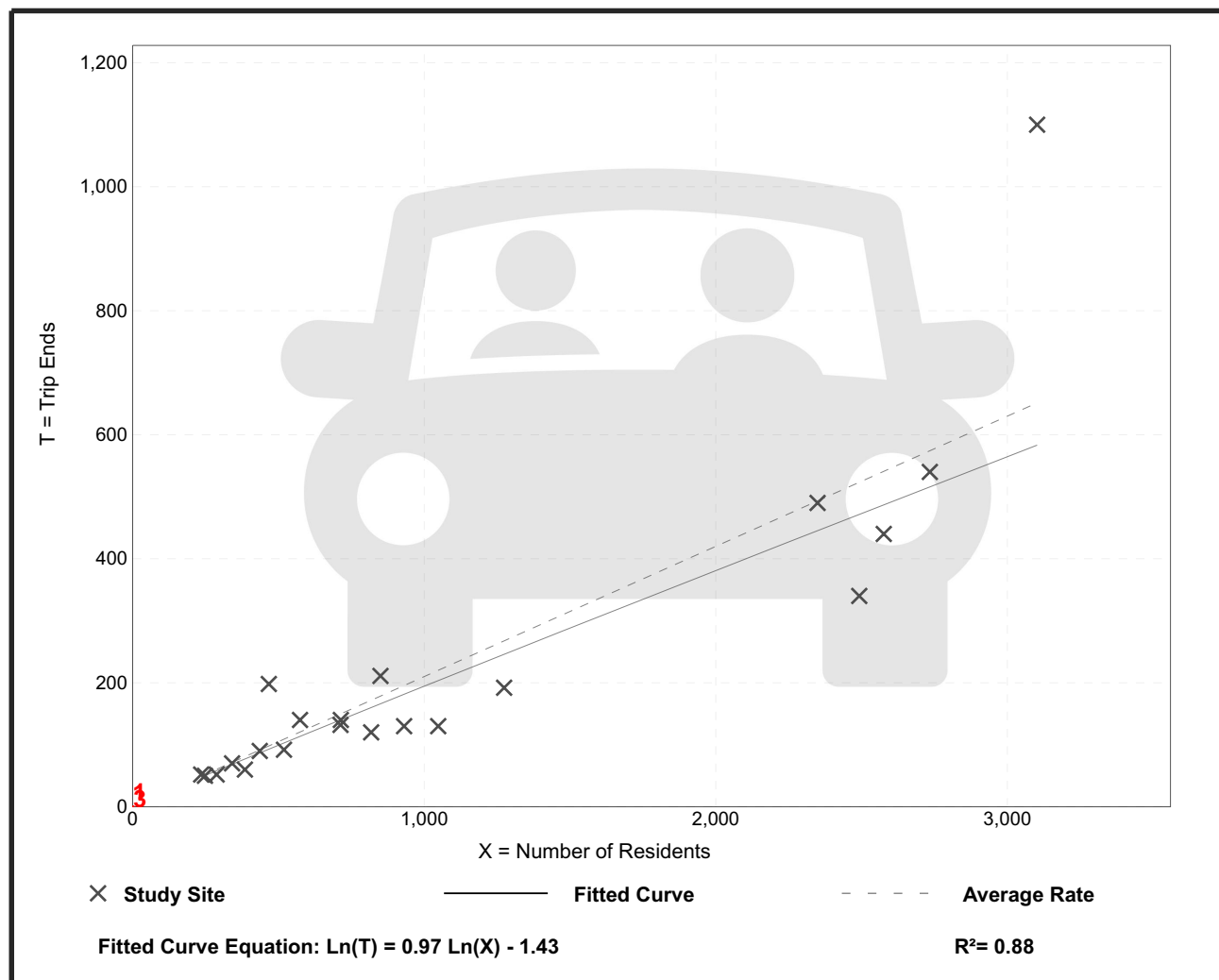
Avg. Num. of Residents: 1100

Directional Distribution: 31% entering, 69% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.21	0.12 - 0.42	0.08

Data Plot and Equation



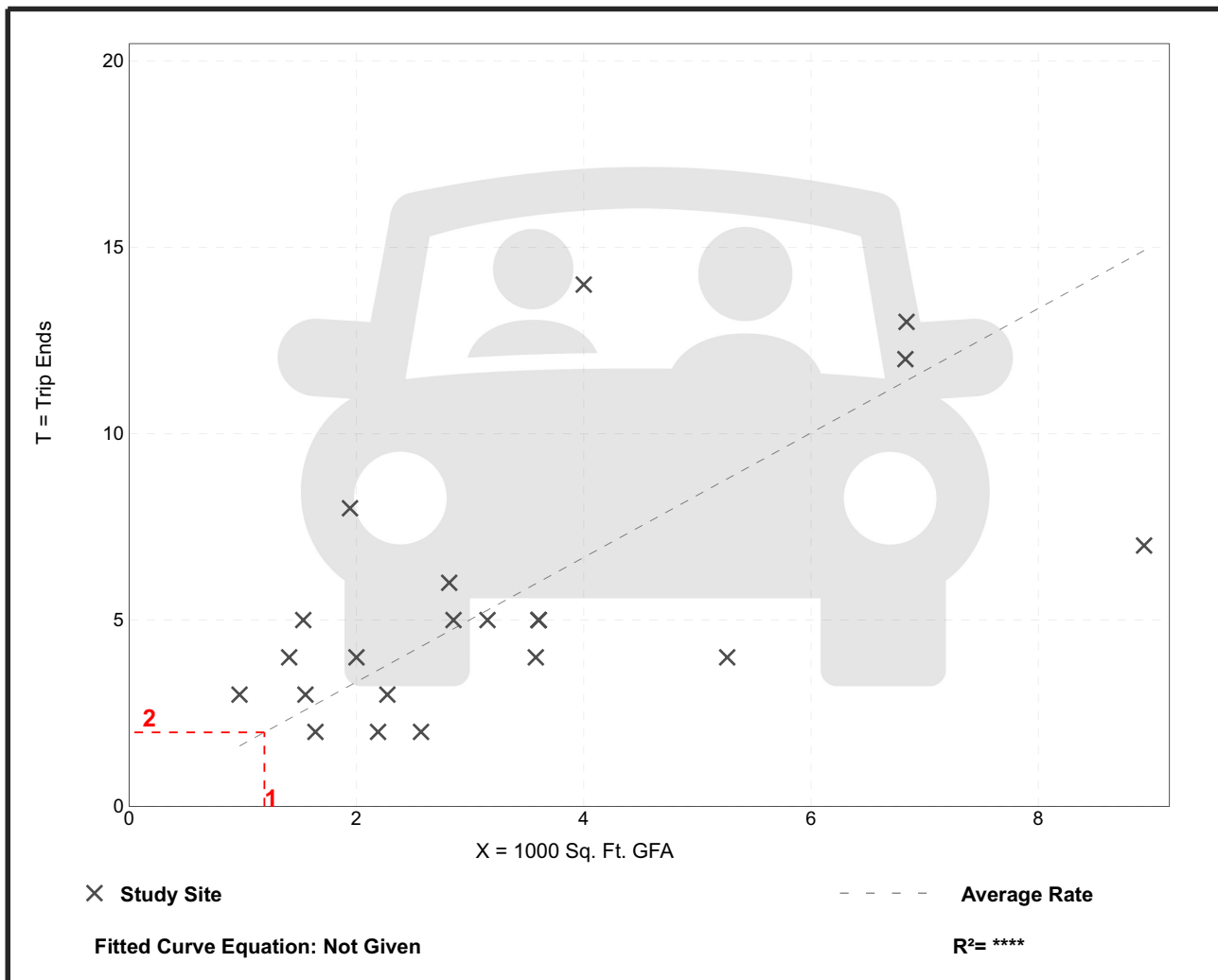
Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 21
 Avg. 1000 Sq. Ft. GFA: 3
 Directional Distribution: 82% entering, 18% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.67	0.76 - 4.12	0.88

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Residents

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

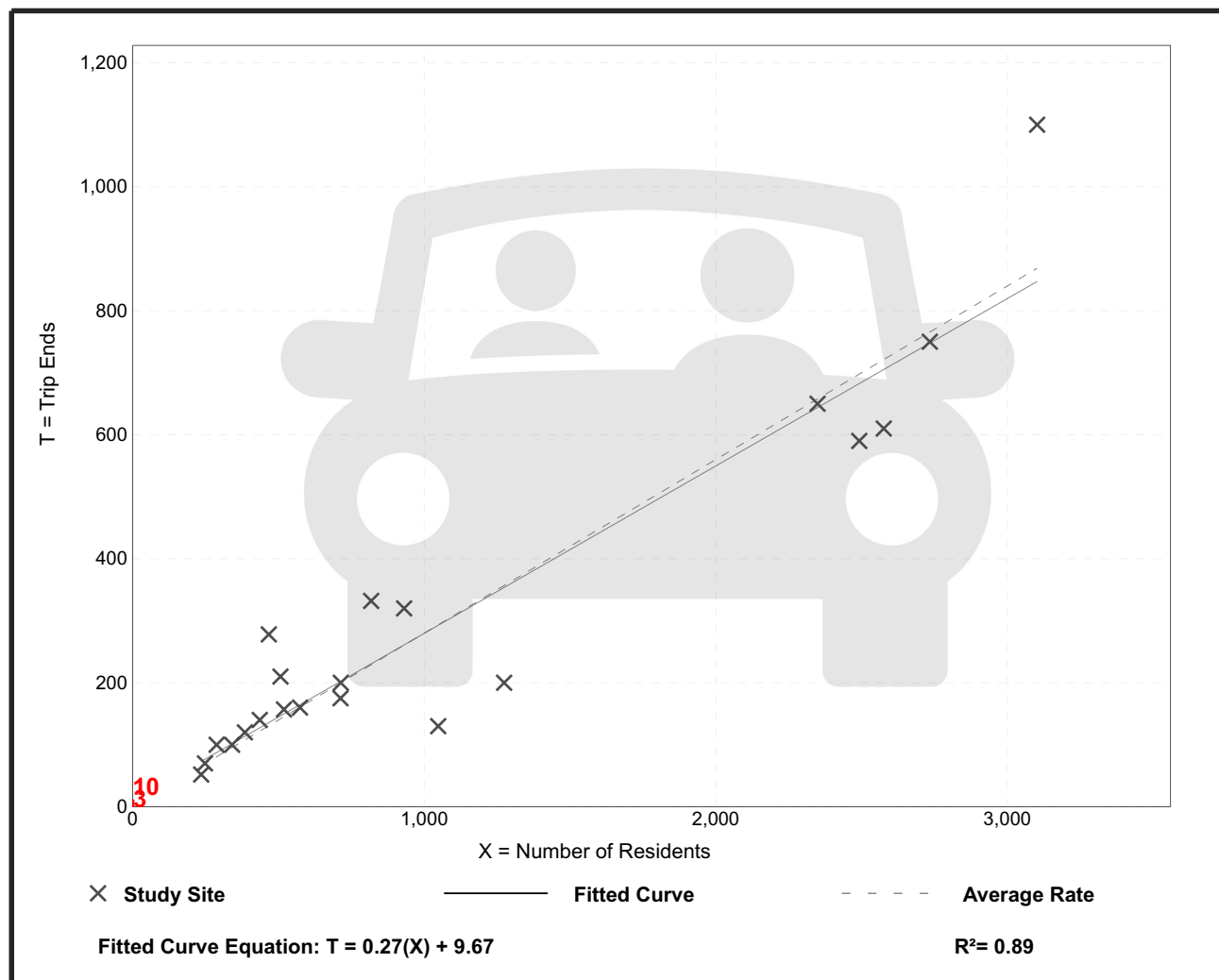
Avg. Num. of Residents: 1083

Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.28	0.12 - 0.60	0.08

Data Plot and Equation



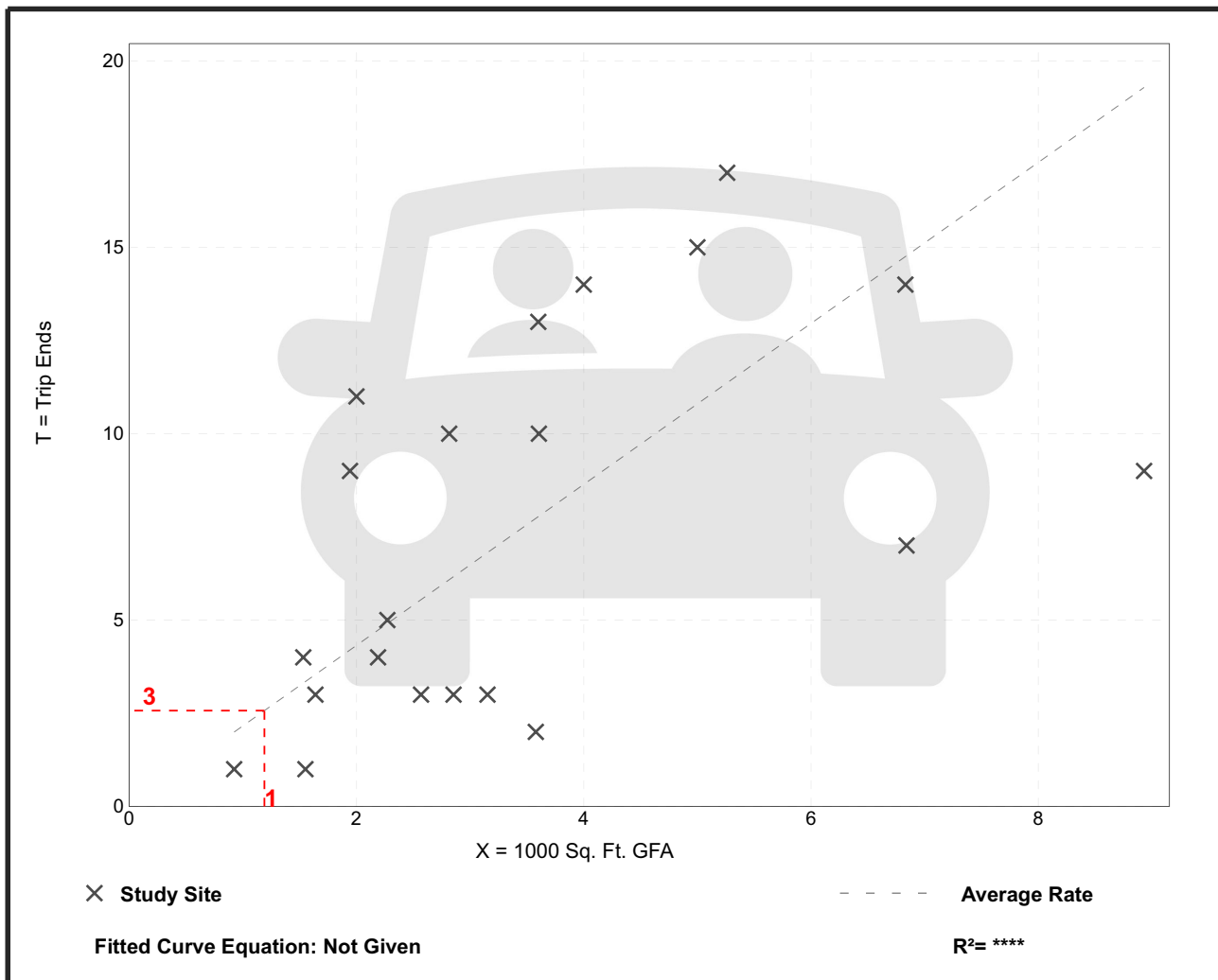
Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 21
 Avg. 1000 Sq. Ft. GFA: 3
 Directional Distribution: 34% entering, 66% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.16	0.56 - 5.50	1.26

Data Plot and Equation



Single-Family Detached Housing (210)

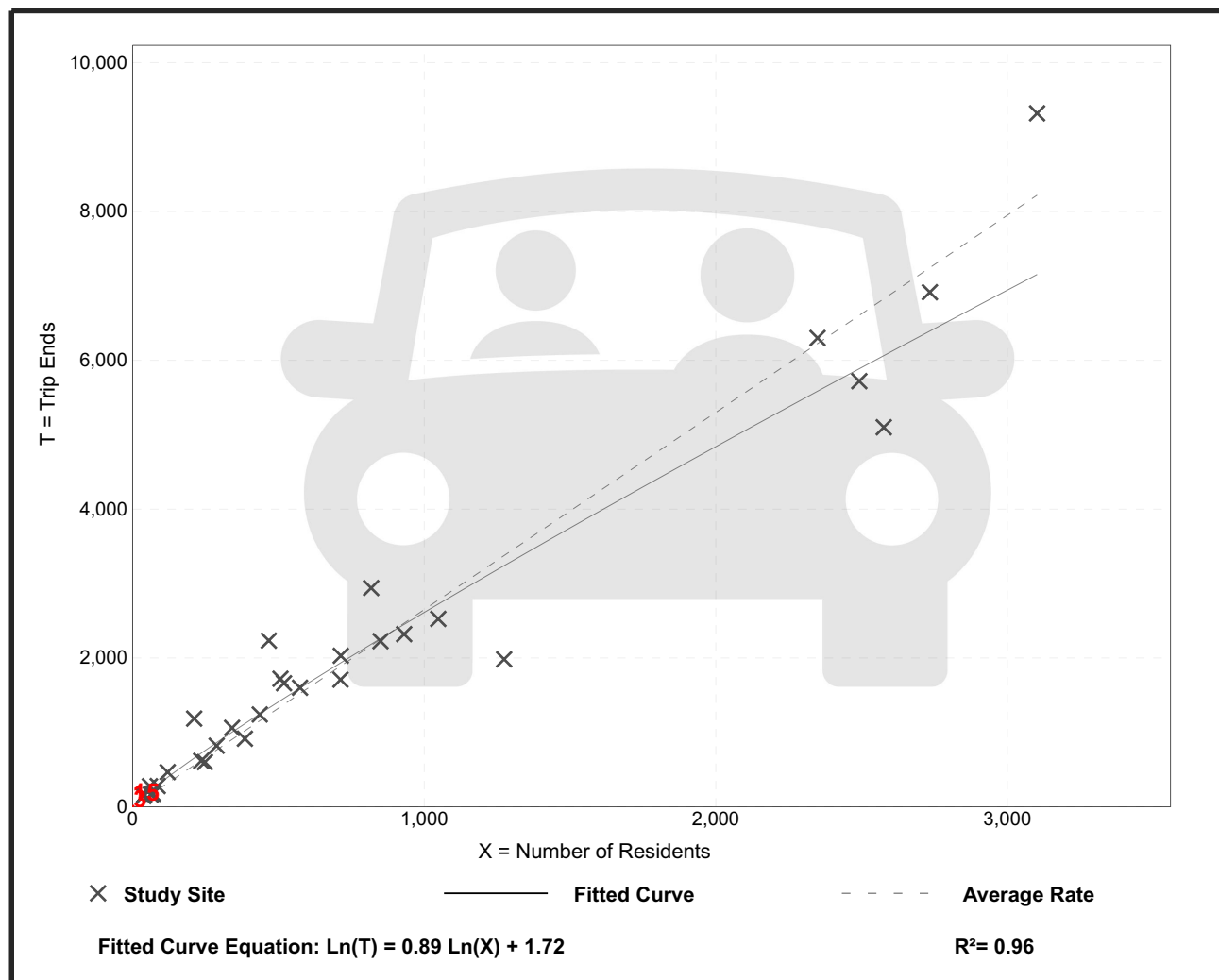
Vehicle Trip Ends vs: Residents
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 30
Avg. Num. of Residents: 810
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.65	1.56 - 5.62	0.64

Data Plot and Equation



Small Office Building (712)

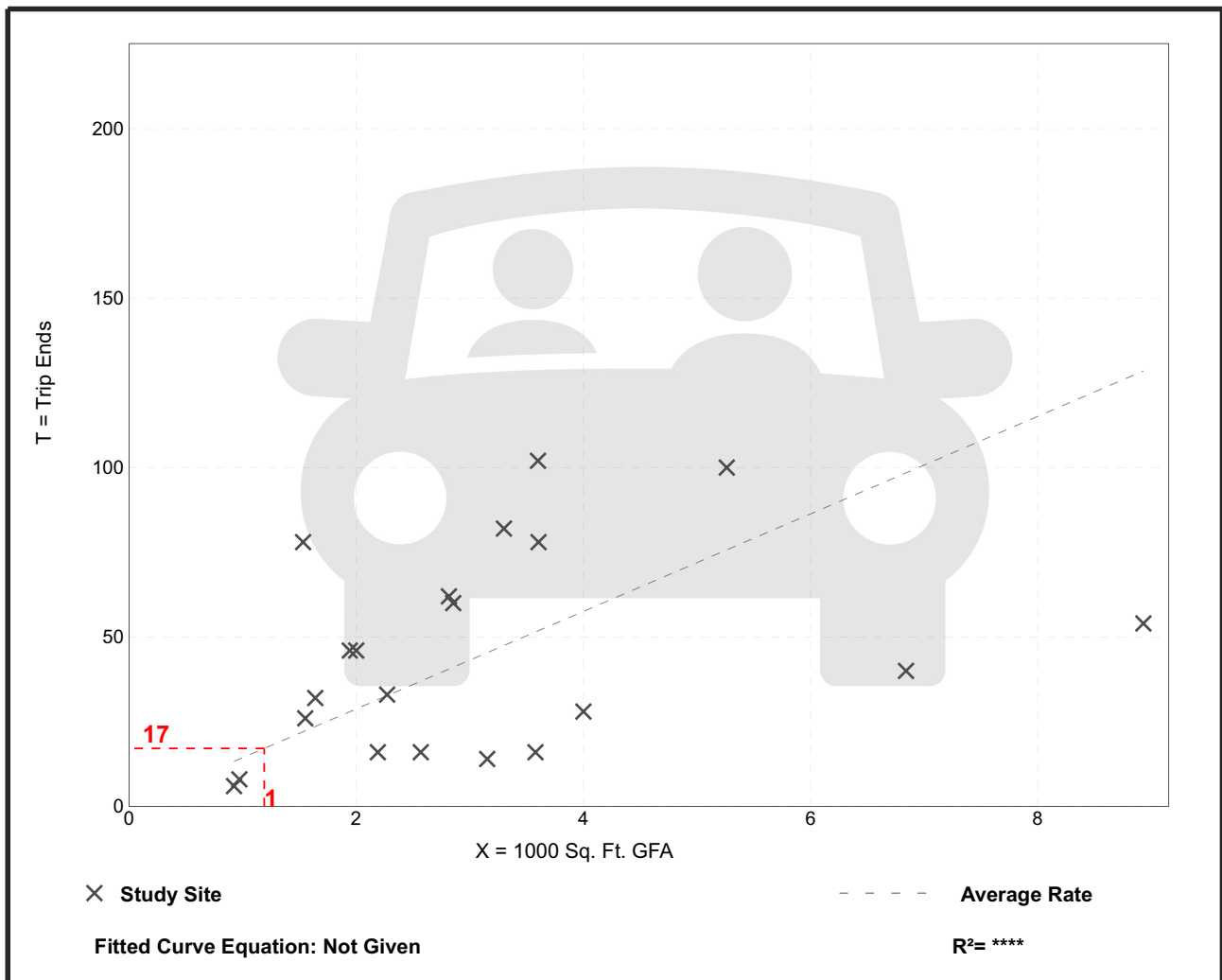
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 21
Avg. 1000 Sq. Ft. GFA: 3
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
14.39	4.44 - 50.91	10.16

Data Plot and Equation



**BOARD OF COUNTY COMMISSIONERS**

Kevin Ruane
District One

May 2, 2024

Via E-Mail

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Michael Greenwell
District Five

Dave Harner, II
County Manager

Richard Wm Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Vince Cautero, Barraco & Associates, Inc.
2271 McGregor Blvd. Suite 100
Fort Myers, FL 33901
12-45-24-01-000Q0.0090

**RE: Potable Water and Wastewater Availability
94 4th Street - Commercial
STRAP # 15-44-25-00-00002.0000**

To whom this may concern:

The subject property is located within Lee County Utilities Future Service Area as depicted on Maps 4A and 4B of the Lee County Comprehensive Land Use Plan. Potable water lines are in operation adjacent to the property mentioned above. "Sanitary sewer lines are not in operation adjacent to the property but are available at the intersection of South Road and 3rd Street." However, in order to provide service to the subject parcels, developer funded system enhancements such as line extensions may be required.

Your firm has indicated that this project will consist of 1 commercial unit with an estimated flow demand of approximately 250 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

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

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

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

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

94 4th Street - Stantec - Letter.Docx

May 2, 2024

Page 2

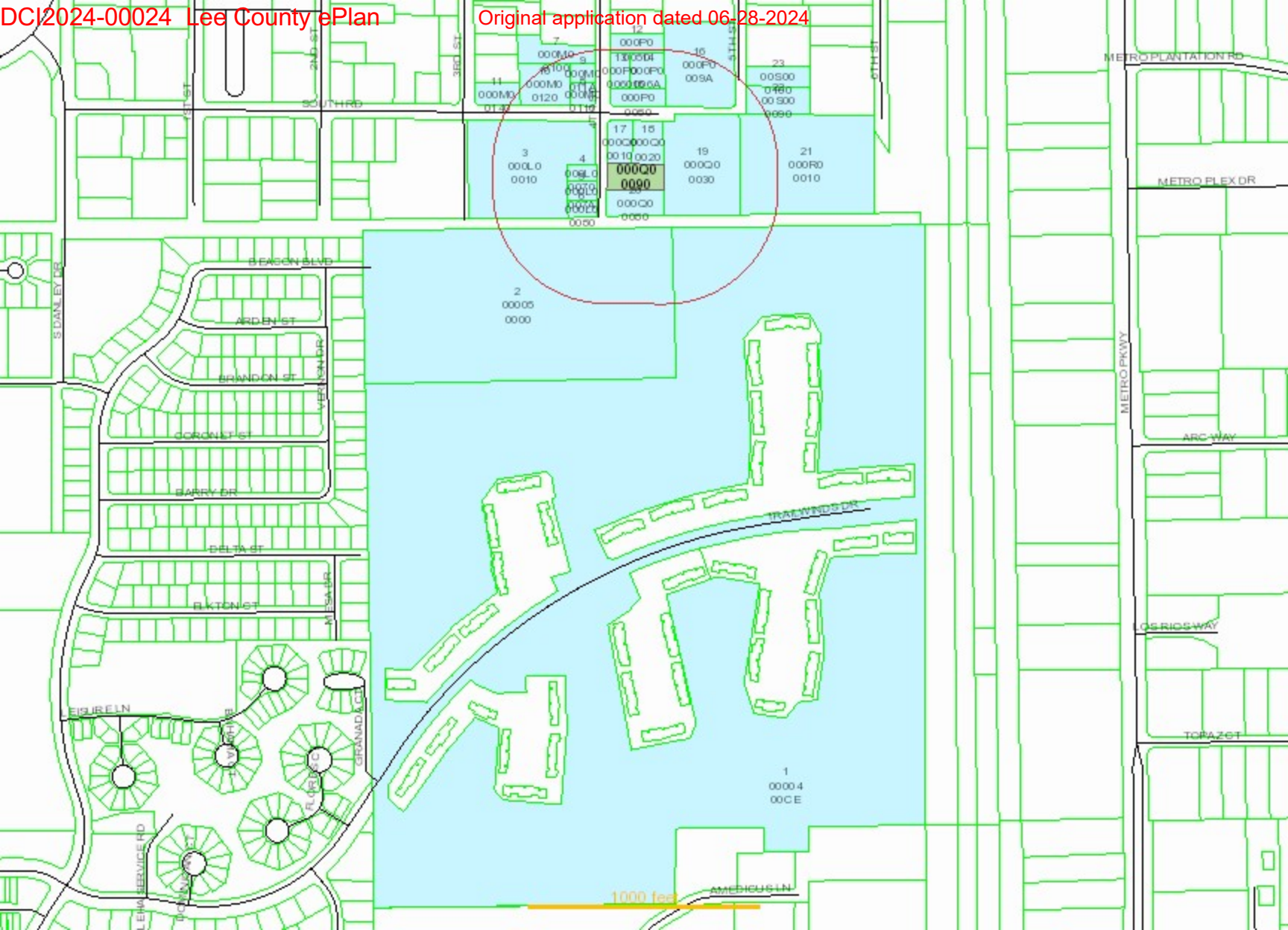
This letter should not be construed as a commitment to serve, but only as to the availability of service. Lee County Utilities will commit to serve only upon receipt of all appropriate connection fees, a signed request for service and/or an executed service agreement, and the approval of all State and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

Sincerely,

LEE COUNTY UTILITIES

Judy Carlson
Utilities Project Manager,
New Development & Construction.





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STRAP	OwnerName	MailAddress	MailCity	Mail	MailZip	MailCc	SiteNum	SiteStreet
12-45-24-01-000Q0.0090	VOTAW ROBERT	1339 CANTERBURY DR	FORT MYERS	FL	33901		94	4TH ST
12-45-24-00-00004.00CE	HIDEAWAY COUNTRY CLUB PROPERTY	5670 TRAILWINDS DR	FORT MYERS	FL	33907		5670	TRAILWINDS DR
12-45-24-00-00005.0000	EVANGELICAL CHRISTIAN SCHOOL I	8237 BEACON BLVD	FORT MYERS	FL	33907		8237	BEACON BLVD
12-45-24-01-000L0.0010	EVANGELICAL CHRISTIAN SCHOOL I	8237 BEACON BLVD	FORT MYERS	FL	33907		400	SOUTH RD
12-45-24-01-000L0.0070	EVANGELICAL CHRISTIAN	8237 BEACON BLVD	FORT MYERS	FL	33907		89/91	4TH ST
12-45-24-01-000L0.007A	EVANGELICAL CHRISTIAN	8237 BEACON BLVD	FORT MYERS	FL	33907		85/87	4TH ST
12-45-24-01-000L0.0080	EVANGELICAL CHRISTIAN	8237 BEACON BLVD	FORT MYERS	FL	33907		81/83	4TH ST
12-45-24-01-000M0.0100	VALERIANO LILIAN ONDINA	2419 ALDRIDGE AVE	FORT MYERS	FL	33907		103	4TH ST
12-45-24-01-000M0.0110	VU TUNG SON &	3038 SW 15TH PLACE	CAPE CORAL	FL	33914		97/99	4TH ST
12-45-24-01-000M0.011A	MENDEZ CARLOS &	9375 LAKE ABBY LANE	BONITA SPRINGS	FL	34135		101	4TH ST
12-45-24-01-000M0.0120	HOUK GARTH & MARY	1273 MARLS CT	NAPERVILLE	IL	60563		403	SOUTH RD
12-45-24-01-000M0.0140	HOUK GARTH & MARY	1273 MARLS CT	NAPERVILLE	IL	60563		401	SOUTH RD
12-45-24-01-000P0.0050	ROI INVESTMENTS & PROPERTIES L	8100 GLENFINNAN CIR	FORT MYERS	FL	33912		106	4TH ST
12-45-24-01-000P0.0060	BLUE DOVE PROPERTIES LLC	12730 DENNIS DR	FORT MYERS	FL	33908		102	4TH ST
12-45-24-01-000P0.006A	BLUE DOVE PROPERTIES LLC	12730 DENNIS DR	FORT MYERS	FL	33908		104	4TH ST
12-45-24-01-000P0.0080	PAGE PARK INVESTMENTS LLC	4277 EXCHANGE AVE #1	NAPLES	FL	34104		100	4TH ST
12-45-24-01-000P0.009A	MEAN TOUCAN LLC	12734 KENWOOD LN STE 15	FORT MYERS	FL	33907		111	5TH ST
12-45-24-01-000Q0.0010	WEALTH XL LLC	2710 DEL PRADO BLVD S 2-313	CAPE CORAL	FL	33904		96	4TH ST
12-45-24-01-000Q0.0020	EVANGELICAL CHRISTIAN SCHOOL I	500 SOUTH RD	FORT MYERS	FL	33907		500	SOUTH RD
12-45-24-01-000Q0.0030	TAYLOR PROPERTIES OF LEE	PO BOX 367	GLOBE	AZ	85502		502	SOUTH RD
12-45-24-01-000Q0.0080	L D A INVESTMENTS LLC	330 WASHINGTON ST PMB 509	HOBOKEN	NJ	7030		86	4TH ST
12-45-24-01-000R0.0010	6TH ST FORT MYERS RV LP	119TH AVE SW #100	CALGARY	AB	T2P 0P8	CANAD	95	6TH ST
12-45-24-01-00S00.0090	BASTOS PROPERTIES LLC	15820 SHAMROCK DR	FORT MYERS	FL	33912		118	5TH ST
12-45-24-01-00S00.0100	WINDSOR FARMS CONSTRUCTION INC	PO BOX 60141	FORT MYERS	FL	33906		122	5TH ST