Lee County Community Development

APPLICATION FOR SPECIAL EXCEPTION PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: FIORE'S CAFE & GARDEN CENTER - COP

Special Exception for:

- ☐ Use (LCLDC section number and description): _____
- ☐ Solar or Wind energy modifications [34-202(b)(5)(d)1.]
- ☑ On-premise consumption of alcoholic beverages [34-202(b)(5)(d)2.]
- ☐ Private aircraft landing facilities [34-202(b)(5)(d)3.]
- ☐ Wireless Communication Facilities [34-1441]
- ☐ Model Homes [34-1954]
- ☐ Permitted Uses for Model Home on arterial street in RS-1 zoning district in Lehigh Acres [33-1431]

PART 1
APPLICANT/AGENT INFORMATION

A. Name of Applicant: FIORE'S LANDSCAPE AND GARDEN CENTER, LLC
Address: 15885 PINE RIDGE ROAD
City, State, Zip: FORT MYERS, FL 33908
Phone Number: 239.400.2060 E-mail: KEITH@LONGLAWFL.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: LONG LAW, P.A.
Contact Person: KEITH LONG
Address: 1306 SE 46TH LN. STE 1
City, State, Zip: CAPE CORAL, FL 33904
Phone Number: 239.400.2060 Email: KEITH@LONGLAWFL.COM

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

PART 2
PROPERTY OWNERSHIP

A. Property owner(s): If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-202(a)(2)]
Name: PROPERTY CARE LANDSCAPES LLC
Address: 12406 ARBOR VIEW DR
City, State, Zip: FORT MYERS, FL 33908
Phone Number: 2398872212 Email: DAVIDF@FIORESLANDSCAPES.COM

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

- ☑ Attach Disclosure of Interest Form.

C. Multiple parcels:

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

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

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

PART 3
PROPERTY INFORMATION

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

32-45-24-00-00026.0060

B. Street Address of Property: 15885 PINE RIDGE RD. FORT MYERS

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

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

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

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

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

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

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

E. Current Zoning of Property: C-1A

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

F. Use(s) of Property:

1. Current uses of property are: CAFE / LANDSCAPING & RETAIL GARDEN CENTER
2. Intended uses of property are: CAFE / LANDSCAPING & RETAIL GARDEN CENTER

G. Future Land Use Classification (Lee Plan):

URBAN COMMUNITY	3.85	Acres	100	% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions:

1. Width (average if irregular parcel): _____ Feet
2. Depth (average if irregular parcel): _____ Feet
3. Total area: 3.85A Acres or square feet
4. Frontage on road or street: _____ Feet on _____ Street
2nd Frontage on road or street: _____ Feet on _____ Street

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

- ☑ Not Applicable
- ☐ Estero Planning Community. **[33-54(a)&(b); Lee Plan Policy 19.5.3]**
- ☐ Captiva Planning Community (Captiva Island). **[33-1612(a)&(b); Lee Plan Policy 13.1.7]**
- ☐ North (Upper) Captiva Community Plan area. **[33-1711; Lee Plan Policy 25.1.1]**
- ☐ Boca Grande Planning Community. **[Lee Plan Policy 22.1.5]**
- ☐ Caloosahatchee Shores Community Plan area. **[33-1482(a)&(b); Lee Plan Policy 21.6.3]**
- ☐ Page Park Community Plan area. **[33-1203(a) & (b); Lee Plan Policy 27.10.1]**
- ☐ Palm Beach Boulevard Community Plan area. **[Lee Plan Policy 23.5.2]**
- ☐ Buckingham Planning Community. **[Lee Plan Policy 17.7.2]**
- ☐ Pine Island Planning Community. **[33-1004(a) & (b); Lee Plan Policy 14.7.1]**
- ☐ Lehigh Acres Planning Community. **[33-1401(a)&(b); Lee Plan Policy 32.12.2]**
- ☐ North Fort Myers Planning Community. **[33-1532(a)&(b)]**
- ☐ North Olga Community Plan area. **[33-1663(a)&(b)]**

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

PART 4
ACTION REQUESTED

A. **Request Statement:** Explain the nature of the request and how the property qualifies for the special exception based on the findings/review criteria set forth in 34-145(c)(3) and listed below. **[34-202(b)(5)(a)]**

1. The request is consistent with the goals, objectives, policies, and intent of the Lee Plan.
2. The request will protect, conserve, or preserve environmentally critical and sensitive areas and natural resources, where applicable.
3. The request will be compatible with existing and planned uses.
4. The request will not be injurious to the neighborhood or detrimental to the public welfare.
5. The request will be in compliance with zoning regulations pertaining to the use and other applicable regulations..
6. In the case of new antenna supporting structure wireless communication facilities, meets the additional criteria of 34-145(c)(3)b.

B. **Traffic Impact Statement (TIS):** Attach a traffic impact analysis of projected trip generation for the use. A TIS is not required for special exceptions for consumption on premises or for solar or wind modifications. **[34-202(b)(5)(b)]**

C. **Site Plan:** Attach a site plan showing: **[34-202(b)(5)(c)]**

1. The location and current use of all existing structures on the site.
2. All proposed structures and uses to be developed on the site.
3. Any existing public streets, easements or land reservations within the site, and the proposed means of vehicular access to and from the site.
4. Other information specific to the type of application or which may be required by the Director.

D. **Additional Information:** Any other reasonable information which may be required by the Director which is commensurate with the intent and purpose of the Land Development Code **[34-202(b)(5)(d)]**

PART 5
ADDITIONAL REQUIREMENTS

A. **Potable Water:** Will the project be connected to potable water and central sewer as part of any development of the property?

- ☐ **YES** (Provide letter from the appropriate utility to which the connection(s) are proposed confirming availability of service.) **[34-202(a)(10)]**
- ☐ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) **[34-202(a)(10)]**

B. 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)

C. 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).

D. 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)]**

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

- ☐ Not Applicable
- ☐ Property is located within _____ Airport Noise Zone: **[34-1004]**
- ☐ Property is located within Airport Runway Protection Zone. Indicate which Zone below. **[34-1105]**
- ☐ Property is located within Airport Residential and Educational Protection Zone: **[34-1106]**
- ☐ Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1107]**
- ☐ A Tall Structures Permit is required. **[34-1108]**

F. Solar Or Wind Energy Modifications: [34-202(b)(5)(d)1.]

1. Evidence that the proposed modifications are the minimum necessary to provide for the solar or wind energy proposal.
2. Evidence that the proposed modifications will not adversely affect adjacent properties. (See LCLDC Section 34-2196.)
3. Evidence that the modifications do not decrease total lot area.
4. Evidence that the principal use, absent the solar or wind aspects, is a permitted use in the zoning district for which it is located.

G. On-Premises Consumption Of Alcoholic Beverages: [34-202(b)(5)(d)2.]

1. A written statement describing the type of state liquor license to be acquired, e.g., 2 COP, SRX, 11C, etc., and the anticipated hours of operation for the business.
2. The site plan must include a detailed parking plan.

H. Private Aircraft Landing Facilities: [34-202(b)(5)(d)3.]

1. Indicate the type of facility, as set forth in Florida Administrative Code chapter 14-60.
2. A certified list of all airports and municipalities within 15 miles of the proposed site and all property owners within 1,000 feet of the property or within the minimum required approach zone, whichever is greater.
3. The site plan must indicate the proposed location and length of the effective landing facility, as well as the area included in the approach zone.

I. Wireless Communication Facilities: [34-1441 et. seq.]

1. Documentation of authority/acceptance of responsibility for compliance with these regulations, executed by property owner, applicant, and provider who will be placing antennas on the proposed or existing wireless communications facility. [**34-1446 (a) (1)]**
2. Name, address, and telephone contact information for the owners(s) of all proposed or existing antenna-supporting structures and wireless communication facilities with an affidavit that such contact information will be updated annually or upon a change of ownership after the application is approved. **[34-1446(a)(2)]**
3. A copy of license issued by FCC. A broadcast structure must submit a construction permit. **[34-1446(a)(3)]**
4. New antenna-supporting structures must demonstrate there are no existing suitable structures available or higher priority zoning districts in the geographic search area. As part of that demonstration, the application must include a graphical representation of the geographic search area. **[34-1446(a)(4)]**
5. A statement confirming the overall height of the facility and all other facilities on the subject property, in terms of grad and sea-level. **[34-1446(a)(5)]**
6. A letter demonstrating consent from the Executive Director of Lee County Port Authority if the wireless communications facility is to be located within the County airspace notification limits of LCLDC Section 34-1008. **[34-1446(a)(6)a.]**
7. For any wireless communications facility exceeding 35 feet, a letter confirming review and recommendation from the Lee County Mosquito Control District, Sheriff's Department, and Director of Public Safety. **[34-1446(a)(6)b.]**
8. A letter demonstrating evidence of compliance with applicable Federal Aviation Administration requirements under 14 C.F.R. s. 77, as amended, and evidence of proper Federal Communications Commission licensure, or other evidence of Federal Communications Commission authorized spectrum use. **[34-1446(a)(6)c.]**
9. The Boundary Survey, completed by a registered land surveyor, must show all existing conditions. **[34-1446(a)(7)]**
10. Photo-simulated post-construction renderings of the proposed wireless communications facility, equipment enclosures, and ancillary appurtenances as they would look after construction from areas where the proposed wireless communications facility will be visible according to the balloon test and sight lines. **[34-1446(a)(8)]**
11. Shared use plan or copy of an executed shared use plan must be provided for the existing facility (see Supplement A). **[34-1446(a)(9)]**
12. For all new antenna support structures, a list and map identifying all existing wireless communications facilities to which the proposed facility will be a handoff candidate, including latitude, longitude, and power levels of each. **[34-1446(a)(10)]**
13. Floor plans, elevations, and cross sections on 24" X 36" size paper at a scale no smaller than ¼" = 1' (1:48) of any proposed accessory structures. **[34-1446(a)(11)]**
14. To scale elevation drawings, indicating the roof, facades, doors, and other exterior appearance and materials of the proposed wireless communication facility (signed and sealed by Professional Engineer). **[34-1446(a)(12)]**
15. If the property owner is not a provider, a copy of an executed lease agreement or memorandum of lease between the application or property owner and provider. If no lease agreement has been executed, an affidavit signed by provider attesting to provider's intent to make an application for development order approval to place antennas on the wireless communications facility if the zoning application is approved. **[34-1446(b)(1)]**
16. For antenna supporting structures, the graphic results of the balloon test conducted by the applicant pursuant to the requirements of LCLDC Section 34-1446(d). **[34-1446(b)(2)]**

J. Model Homes: Narrative and plans that demonstrate compliance with provisions of LCLDC Chapter 34, Division 24. **[34-1954(a)(2)]**

PART 6 SUBMITTAL REQUIREMENT CHECKLIST	
Two copies required for submittal ***Clearly label your attachments as noted in bold below***	
☐	Completed application for Public Hearing [34-202(a)(1)]
☐	Filing Fee - [34-201(d)]
☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)]
☐	**Affidavit of Authorization** (notarized) Form [34-202(a)(3)]
☐	**Additional Agents** [34-202(a)(4)]
☐	**Multiple Owners List** (if applicable) [34-202(a)(2)]
☐	**Disclosure of Interest** Form (multiple owners) [34-202(a)(2)]
☐	**Legal description (must submit one) [34-202(a)(1)]**
☐	Legal description (metes and bounds) and sealed sketch of legal description
	OR
☐	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
☐	**Boundary Survey** (not required if platted lot) [34-202(a)(2); [34-373(a)(4)a.]
☐	**Property Owners list** (if applicable) [34-202(a)(5)]
☐	**Property Owners map** (if applicable) [34-202(a)(5)]
☐	Confirmation of **Ownership/Title Certification** [34-202(a)(3)]
☐	**STRAP Numbers** (if additional sheet is required) [34-202(a)(1)]
☐	**List of Surrounding Property Owners** [34-202(a)(6)]
☐	**Map of Surrounding Property Owners** [34-202(a)(7)]
☐	**Mailing labels** [34-202(a)(9)]
☐	List of **Zoning Resolutions** and Approvals
☐	Summary of **Public Informational Session** (if applicable)
☐	**Waivers** from Application Submission Requirements [34-201(c)]
☐	**Request Statement** [34-202(b)(5)(a)]
☐	Traffic Impact Statement (**TIS**) [34-202(b)(5)(b)]
☐	**Site Plan** [34-202(b)(5)(c)]
☐	**Additional Information** (if applicable) [34-202(b)(5)(d)]
☐	**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)]
☐	Existing Agricultural **Use Affidavit** (if applicable) [34-202(a)(12)]
☐	**Excavations/Blasting** (if applicable)
☐	**Tall Structures Permit** (if applicable) [34-1108]
☐	**Solar or Wind Energy** Modifications (if applicable) [34-202(b)(5)(d)1.]
☐	Consumption on Premises (**COP**) (if applicable) [34-202(b)(5)(d)2.]
☐	**Private Aircraft Landing** Facilities (if applicable) [34-202(b)(5)(d)3.]
☐	**Wireless Communication** Facilities (if applicable) [34-1441 et. seq.]
☐	**Model Homes** (if applicable) [34-1954(a)(2) & (b)]

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared David Fiore, who, being first duly sworn and deposed says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 15885 Pine Ridge Rd and is the subject of an Application for zoning action (hereinafter the "Property"). Ft Myers FL

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

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

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

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

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

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

Name and Address	Percentage of Ownership
David Fiore 15885 Pine Ridge Rd Ft Myers FL 33908	100

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

Property Owner

David Fiore

Print Name

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

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on MAY 16, 2024 (date) by DAVID FIORE (name of person providing oath or affirmation), who is personally known to me or who has produced Drivers License (type of identification) as identification.

STAMP/SEAL

Notary Public State of Florida
Darci Banks
My Commission HH 489031
Expires 2/5/2028

Darci Banks

Signature of Notary Public

AFFIDAVIT OF AUTHORIZATION

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

I, David Fiore (name), as Owner (owner/title) of Fiore's Landscape + Garden Center (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

Notes:

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

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

Signature 5/16/24 **Date**

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

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of MAY, 2024, by DAVID FIORE (name of person providing oath or affirmation), who is personally known to me or who has produced Drivers License (type of identification) as identification.

STAMP/SEAL

Notary Public State of Florida
Darci Banks
My Commission HH 489031
Expires 2/5/2028

Darci Banks
Signature of Notary Public

FIORE'S LANDSCAPE & GARDEN CENTER REQUEST FOR SPECIAL EXCEPTION (2COP-CAFE)
WITH OUTDOOR COP – DISTANCE WAIVER REQUIRED
LEE COUNTY DEVELOPMENT
15885 PINE RIDGE ROAD, FORT MYERS

NATURE OF REQUEST:

This zoning application for Special Exception is to allow for on premise consumption of Beer & Wine at Fiore's Cafe located at 15885 Pine Ridge Rd., Fort Myers in conjunction with the operation of an ancillary café to supplement its garden center business, Fiore's Landscape & Garden Center on the same site. Request would allow for the addition of beer and wine to the café's offerings for guests visiting the garden center. Currently the property has a C-1A Commercial zoning designation and is located in the Urban Community Future Land Use Classification as designated by the Lee Plan. As is reflected on the attached aerial map, the subject *parcel* is located within the following distance buffer zone:

500 feet of residential dwellings: There exists a small string of residential dwellings to the Southwest of the subject parcel, whose property line measures at 309 feet from the nearest property lines. There is another cluster of homes starting 333 ft to northwest, property line to property line. In said aerial you will also see that the distance between the applicant's business and residential dwellings is buffered by a commercial roadway and foliage on either side providing a visual buffer between the applicant's business and said residential dwellings. Additionally, the café operation is contained within the building from the front exterior that would otherwise be visible from the roadway, with the outdoor component of the proposed café being visually obstructed in the rear of the structure.

Regarding the criteria, Applicant contends that the operation of the business described herein is consistent with the goals, objectives and policies of the Lee Plan its designation in the Urban Community District, which the Plan states is ". . . a mixture of intense commercial and residential uses . . . [where] predominant uses will be residential, commercial, public and quasi-public and limited light industry with future development in this category encouraged to be developed as mixed-use . . ." As such, the Lee Plan contemplates for applicant's business which is a café supplemental to the primary use of a garden center located in a smaller commercial/industrial corridor. Additionally, the fact that the Applicant is currently operating the establishment in a substantially similar way to that proposed herein without any issues from the nearby dwellings furthers this assurance that it assimilates well with the current and future commercial land use classifications.

Applicant further contends that this special exception, if approved, shall have no effects on any environmentally critical and sensitive areas and natural resources, as the structure has operated a commercial venture for some time and will operate in a substantially similar fashion shall this request be granted.

Regarding the residential dwellings within the buffer distance— Applicant is of the position that the requested use is a benign use that will in no way adversely affect the surrounding properties, respectively, or the public welfare. As stated, the requested use is for a currently operating café and garden center. The nature of this business has historically been, and will continue to be, a

laid-back garden center café atmosphere. Further, the residential dwellings are visually blocked from one another by foliage and a busy roadway.

This request otherwise complies with all provisions of the Lee County Comprehensive Plan and the Lee County Land Development Code and Code of Ordinances. Regarding parking, the site will have 10 parking spaces available. Per the diagram provided, the site contains a 400sf office, a 400sf café service area, and another 400sf of outdoor area for café patrons. Parking calculations will be:

- 400sf Office: 1 Space per 300S.F. = 1.33(2);
- 800sf Café (Group 2 Restaurant): Minimum required parking requirement for Groups 1, II and fast-food restaurants with no drive-up facilities located in a multiple-use development is 1 space per 350 s.f. Thus 800/350 = 2.28(3)

Based upon the above, the number of spaces required is 5. Less than the 10 spaces available.

TYPE OF STATE ALCOHOLIC BEVERAGE LICENSE TO BE ACQUIRED:
2COP QUOTA – Beer, Wine

ANTICIPATED HOURS OF OPERATION:

Monday – Sunday:
09:00 A.M. – 05:00 P.M.

NOTES:

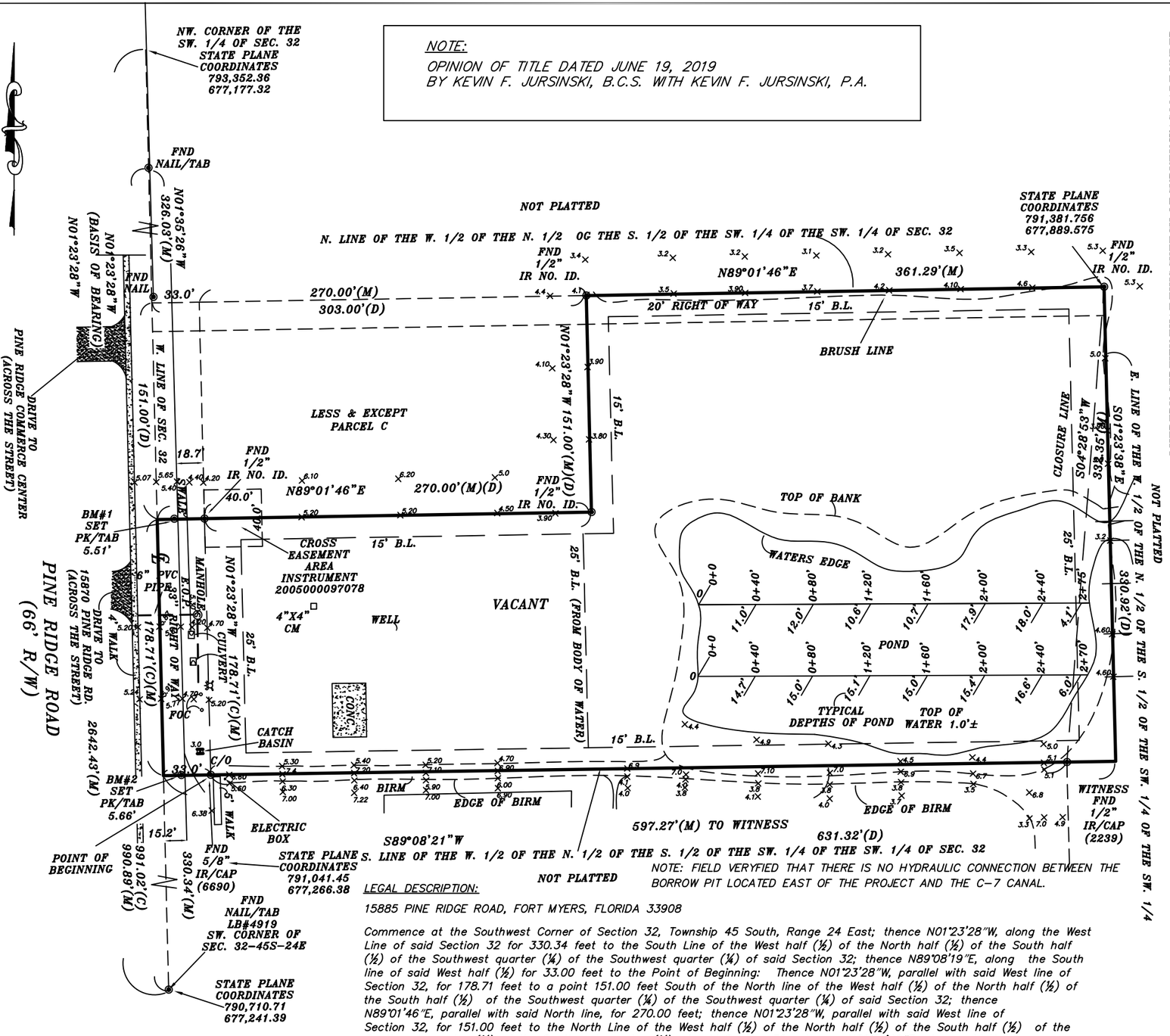
1. THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
2. DESCRIPTION AS FURNISHED BY CLIENT. NO SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED BY THIS FIRM.
3. BEARINGS ARE BASED ON THE WEST LINE OF . SECTION 32 BEING N01°23'28"W.
4. ELEVATIONS AS SHOWN ARE BASED ON N.A.V.D. 1988
5. DATUM UNLESS OTHERWISE STATED.
6. NO DETERMINATION OF HAZARDOUS WASTE MATERIALS HAS BEEN MADE BY THIS FIRM.
7. LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES NOT SHOWN UNLESS OTHERWISE NOTED.
8. THIS SURVEY IS PROTECTED BY COPYRIGHT AND ALL RIGHTS ARE RESERVED.
9. SURVEY WAS BASED ON INFORMATION PROVIDED BY CLIENT AND EXISTING MONUMENTATION.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED BY ANOTHER SOURCE.

LEGEND:

(A)	– ARC LENGTH
A/C	– AIR CONDITIONER
B.L.	– BUILDING SETBACK LINE
©	– CABLE TV
(C)	– CALCULATED
C.B.	– CATCH BASIN
CB	– CHORD BEARING
CH	– CHORD DISTANCE
C.M.	– CONC. MONUMENT
C.U.E.	– COUNTY UTILITY EASEMENT
(D)	– DEED
B.O.B.	– BASIS OF BEARINGS
C/O	– CLEAN OUT
D.U.E.	– DRAINAGE UTILITY EASEMENT
ELEV.	– ELEVATION
E.O.P.	– EDGE OF PAVEMENT
BM.	– BENCH MARK
FND.	– FOUND
GV	– GATE VALVE
I.R.	– IRON ROD
G.W.	– GUY WIRE
(M)	– MEASURED
N&T	– NAIL & TAB
N.A.V.D.	– NORTH AMERICAN VERTICAL DATUM (1988)
N.T.S.	– NOT TO SCALE
(NR)	– NOT RADIAL
O.R.	– OFFICIAL RECORD
(P)	– PLAT
P.B.	– PLAT BOOK
P.C.	– POINT OF CURVATURE
P.C.C.	– POINT OF COMPOUND CURVATURE
P.C.P.	– PERMANENT CONTROL POINT
P.I.	– POINT OF INTERSECT
PG.	– PAGE
P.O.B.	– POINT OF BEGINNING
P.O.C.	– POINT OF COMMENCEMENT
PP	– POWER POLE
P.R.C.	– POINT OF REVERSE CURVATURE
P.R.M.	– PERMANENT REFERENCE MONUMENT
P.T.	– POINT OF TANGENCY
P.U.E.	– PUBLIC UTILITY EASEMENT
R	– RADIUS
(R)	– RADIAL
RNG.	– RANGE
R/W	– RIGHT OF WAY
SEC.	– SECTION
SET I.R.	– SET 1/2" IRON ROD LB1478 LB2239
—o—	– V.F.= VINYL FENCE
Ⓣ	– TELEPHONE BOX
T.U.E.	– TECHNOLOGY UTILITY EASEMENT
TWP.	– TOWNSHIP
U.E.	– UTILITY EASEMENT
U.P.	– UTILITY PEDESTAL
Ⓦ	– WATER METER
△	– DELTA ANGLE
	– FIRE HYDRANT
	– TEMPORARY BENCHMARK
℄	– CENTERLINE
—x—	– 4' CLF= CHAIN LINK FENCE
—//	– 6 W.F.= WOOD FENCE
OHU	– OVERHEAD WIRES
	– CONCRETE PAD
FOC	– FIBER OPTIC CABLE
MLW	– MEAN LOW WATER
Ⓧ	– LOT NUMBER

COMMUNITY / MAP NUMBER: 125124 / 12071C0418F | DATE OF MAP: 08-28-08 | FLOOD ZONE: AE | ELEVATION: 7'

NOTE:
OPINION OF TITLE DATED JUNE 19, 2019
BY KEVIN F. JURSINSKI, B.C.S. WITH KEVIN F. JURSINSKI, P.A.



NOTE: FIELD VERYFIED THAT THERE IS NO HYDRAULIC CONNECTION BETWEEN THE BORROW PIT LOCATED EAST OF THE PROJECT AND THE C-7 CANAL.

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE FURTHER. THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE.

APPROVED
BILL H HYATT
2019.06.21
12:14:21 -04'00'

BILL H. HYATT, JR.
REGISTERED LAND SURVEYOR PSM#4636
STATE OF FLORIDA
VALID ONLY WITH EMBOSSED SEAL

LIS Land Surveying, LLC
d.b.a. S & H Land Survey Co.
2572 West State Road 426, Suite 2064
Oviedo, FL 32765
321-244-0402 321-244-9419 (Fax)
LB1057

21430 Palm Beach Blvd.
Alva, FL 33920
239-481-2366 239-481-2437 (Fax)
LB1057

CERTIFIED TO:
PROPERTY CARE LANDSCAPING, LLC.

LEGAL DESCRIPTION:

15885 PINE RIDGE ROAD, FORT MYERS, FLORIDA 33908

Commence at the Southwest Corner of Section 32, Township 45 South, Range 24 East; thence N01°23'28"W, along the West Line of said Section 32 for 330.34 feet to the South Line of the West half (½) of the North half (½) of the South half (½) of the Southwest quarter (¼) of the Southwest quarter (¼) of said Section 32; thence N89°08'19"E, along the South line of said West half (½) for 33.00 feet to the Point of Beginning: Thence N01°23'28"W, parallel with said West line of Section 32, for 178.71 feet to a point 151.00 feet South of the North line of the West half (½) of the North half (½) of the South half (½) of the Southwest quarter (¼) of the Southwest quarter (¼) of said Section 32; thence N89°01'46"E, parallel with said North line, for 270.00 feet; thence N01°23'28"W, parallel with said West line of Section 32, for 151.00 feet to the North Line of the West half (½) of the North half (½) of the South half (½) of the Southwest quarter (¼) of the Southwest quarter (¼) of said Section 32; thence N89°01'46"E, along said North line, for 361.29' to the Northeast corner of the West half (½) of the North half (½) of the South half (½) of the Southwest quarter (¼) of the Southwest quarter (¼) of said Section 32; thence S01°23'38"E along the East line of the West half (½) of the North half (½) of the South half (½) of the Southwest quarter (¼) of the Southwest quarter (¼) of said Section 32, a distance of 330.92 feet to the Southeast corner of the West half (½) of the North half (½) of the South half (½) of the Southwest quarter (¼) of the Southwest quarter (¼) of said Section 32, thence S89°08'21"W for 631.32 feet to the Point of Beginning, in Lee County, Florida.

BOUNDARY SURVEY	REVISED: 06-14-19 REVISED DRIVEWAY					
BOUNDARY SURVEY	REVISED: 11-24-18 ADDED TOPO AND DEPTHS					
FIELD SURVEY	08-10-18	CREW CHIEF	C. CORDISCO	DRAWN BY	SDS	
SCALE	1" = 80'	LIS JOB NO	22524	SHEET:	1 OF 1	DATE: 08-15-18

Sandcastle Title Services LLC

1500 Colonial Boulevard Suite 103
Fort Myers Fl 33907
Tel 239-214-6633
Fax 239-465-0948
Email:Corina@sandcastleTS.com

David Fiore, Manager of Property Care Landscapes, LLC, a Florida Limited Liabilty Company
12406 Arbor View Dr.
Fort Myers, FL 33908

RE: 15885 Pine Ridge Rd,
Fort Myers, FL 33908

Dear David Fiore,

Enclosed is your Owner's Title Policy for the above property. In the future if you decided to refinance or sell your property, please call our office at 239-214-6633 for a reissue discount that may apply.

We recommend that you store these documents in a secure place as they can provide you with coverage against any title defects.

Thank you for trusting Sandcastle Title Services with your property closing and remember to call us in the future for you real estate needs.

Sincerely,

The staff of Sandcastle Title Services, LLC

Enclosures: Owners Title Policy / Recorded Warranty Deed

Fidelity National Title
Insurance Company

Policy No.: 134657-1-2018-Property-2018.2730609-215290542

OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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

COVERED RISKS

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

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

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(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
(i) to be timely, or
(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: Susan Mann
Authorized Officer or Agent

Sandcastle Title Services, LLC
1500 Colonial Blvd Ste 103
Fort Myers, FL 33907-1025
Tel:239-214-6633
Fax:239-465-0948

FIDELITY NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL

By: Raymond Quirk
President

Attest:
Secretary

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:

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Fidelity National Title Insurance Company

POLICY OF TITLE INSURANCE
SCHEDULE A
Fidelity National Title Insurance Company

Sandcastle Title Services LLC
1500 Colonial Blvd., Suite 103
Ft. Myers, FL 33907

Policy Number: 2730609-215290542

Order Number: 7064455
Customer Reference: 2018-Property
Amount of Insurance: $152,500.00
Premium: $837.50

Address Reference: 15885 Pine Ridge Rd
Fort Myers, FL 33908
Lee County
(for informational purposes only)

Date of Policy: October 16, 2018 at 2:59 PM

1. Name of Insured:

   Property Care Landscapes, LLC, a Florida Limited Liability Company

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

   Fee Simple

3. Title is vested in:

   Property Care Landscapes, LLC, a Florida Limited Liability Company

4. The land referred to in this policy is described in Exhibit "A" attached hereto and made part hereof.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

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SEZ2024-00007 Lee County ePlan Original application dated 07-01-2024

EXHIBIT "A"

The West half (W-1/2) of the North half (N-1/2) of the South half (S-1/2) of the Southwest quarter (SW-1/4) of the Southwest quarter (SW-1/4) of Section 32, Township 45 South, Range 24 East, Lee County, Florida, subject to a right of way for Pine Ridge Road over and across the Westerly 33.00 feet thereof and subject to a right of way over and across the Northerly 20.00 feet thereof, less and except the North 151.00 feet of the West 303.00 feet of the West half (W-1/2) of the North half (N-1/2) of the South half (S-1/2) of the Southwest quarter (SW-1/4) of the Southwest quarter (SW-1/4) of Section 32, Township 45 South, Range 24 East, Lee County, Florida.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

1. Mortgage from Property Care Landscapes, LLC to Sanibel Captiva Community Bank dated October 12, 2018 recorded October 16, 2018 in Instrument Number 2018000245615 in the amount of $114,375.00.

2. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.

3. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

5. Reservation of oil, gas and mineral rights contained in deeds recorded in Deed Book 211 page 466 and Deed Book 287 page 316, Public Records of Lee County, Florida.

6. Conveyance to Lee County recorded in Official Records Book 1862 page 3256, Public Records of Lee County, Florida.

7. Lee County Ordinance No. 86-14 providing for mandatory solid waste collection and the imposition of special assessments for said collection services recorded November 30, 1990 in Official Records Book 2189, page 3281 and amended by Ordinances No. 86-38 recorded in Official Records Book 2189, Page 3334, Ordinance 08-10, Ordinance 11-03 and Ordinance 11-27. The special assessments for the current tax year are payable with the ad valorem taxes.

8. Right-of-way over the North 20 feet as recited in deeds recorded in Official Records Book 517 page 841, Official Records Book 2349 page 383 and Official Records Book 2349 page 384, Official Records Instrument Number 2005000102797, Public Records of Lee County, Florida.

9. Declaration of Covenants Creating Access Easement recorded in Official Records Instrument Number 2005000097078, Public Records of Lee County, Florida.

10. Notice of Lot Split Approval recorded in Official Records Instrument Number 2006000065911, Public Records of Lee County, Florida.

11. Rights of the public, State of Florida, municipality and public or quasi public utility companies to that portion of subject property taken or used for roadway purposes.

NOTE: All recording references in this form shall refer to the public records of Lee County, Florida, unless otherwise noted.

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Fidelity National Title Insurance Company

Policy No.: 2730609-215290542
Order No.: 7064455
Customer Reference: 2018-Property

SCHEDULE B
EXCEPTIONS FROM COVERAGE

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, Telephone 1-800-669-7450.

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

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

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

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

(i) The term "Insured" also includes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

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

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(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.

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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 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 FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

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- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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SEZ2024-00007 Lee County ePlan Original application dated 07-01-2024

INSTR. # 2018000245614, Pages 3
Doc Type: D, Recorded: 10/16/2018 at 2:59 PM
Linda Doggett Lee County Clerk of the Circuit Court
Rec Fees: $27.00 Deed Doc: $1,067.50

Deputy Clerk ALUCKEY
#4

Prepared by and Return to:
Sandcastle Title Services LLC
1500 Colonial Blvd, Ste 103
Ft. Myers, FL 33907
Tax ID: 32-45-24-00-00026.0060

WARRANTY DEED

Made this 12th day of October, 2018 by Karen K. Giles, Married, Co-Trustee of the Vivian M. Himschoot Trust Revocable Trust Agreement dated January 21, 1981 and Kristine M. ~~Reffitt~~ Reffit KR, Married, Co-Trustee of the Vivian M. Himschoot Trust Revocable Trust Agreement dated January 21, 1981, whose mailing address is 446 Highway 309, Niota, TN 37826, hereinafter called the grantor, to Property Care Landscapes, LLC, a Florida Limited Liabilty Company, whose mailing address is 12406 Arbor View Dr., Fort Myers, FL 33908 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 corporation)

WITNESSETH: that the grantor, for and in consideration of the sum of Ten Dollars and 00/100 ($10.00) 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:

The West half (W-1/2) of the North half (N-1/2) of the South half (S-1/2) of the Southwest quarter (SW-1/4) of the Southwest quarter (SW-1/4) of Section 32, Township 45 South, Range 24 East, Lee County, Florida, subject to a right of way for Pine Ridge Road over and across the Westerly 33.00 feet thereof and subject to a right of way over and across the Northerly 20.00 feet thereof, less and except the North 151.00 feet of the West 303.00 feet of the West half (W-1/2) of the North half (N-1/2) of the South half (S-1/2) of the Southwest quarter (SW-1/4) of the Southwest quarter (SW-1/4) of Section 32, Township 45 South, Range 24 East, Lee County, Florida.
Property is non-homestead of grantors.

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

TO HAVE AND TO HOLD, the same is Fee Simple.

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 2018.

Prepared by and Return to:
Sandcastle Title Services LLC
1500 Colonial Blvd, Ste 103
Ft. Myers, FL 33907
Tax ID: 32-45-24-00-00026.0060

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:

Shaina Suttles
Witness #1 Signature

Shaina Suttles
Witness #1 Printed Name

Witness #2 Signature

Corey Samples
Witness #2 Printed Name

Karen K. Giles TTEE
Karen K. Giles, Co-Trustee of the Vivian M. Himschoot Trust

State of TN
County of Monroe

The foregoing instrument was acknowledged before me 9th day of October, 2018 by Karen K. Giles, Co-Trustee of the Vivian M. Himschoot Trust who has/have produced TNDL as identification.

seal

SHAINA SUTTLES
STATE OF TENNESSEE NOTARY PUBLIC
MONROE COUNTY
My Commission Expires July 5, 2022

Shaina Suttles
Notary Public Signature

Shaina Suttles
Notary Public Printed Name

Prepared by and Return to:
Sandcastle Title Services LLC
1500 Colonial Blvd, Ste 103
Ft. Myers, FL 33907
Tax ID: 32-45-24-00-00026.0060

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:

Witness #1 Signature

Karen Fischer
Witness #1 Printed Name

Witness #2 Signature

Corina M. Martin
Witness #2 Printed Name

Kristine M. Reffitt, Co-Trustee of the Vivian M. Himschoot Trust Reffitt KR

State of Florida
County of Lee

The foregoing instrument was acknowledged before me 12th day of October, 2018 by Kristine M. ~~Reffitt~~ Reffitt KR, Co-Trustee of the Vivian M. Himschoot Trust who has/have produced Driver License as identification.

KAREN FISCHER
MY COMMISSION # GG211706
EXPIRES: June 16, 2022

Notary Public Signature

Karen Fischer
Notary Public Printed Name

DES2024-00003 Lee County ePlan

Original application dated 07-01-2024

NOTE:
THESE PLANS MAY HAVE BEEN REDUCED OR INCREASED IN SIZE BY REPRODUCTION(S). THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SITE DATA TABLE:

SITE ADDRESS:	15885 PINE RIDGE ROAD FT. MYERS, FL 33908
SITE AREA:	±167,748 S.F. (3.85 AC.)
ZONING DESIGNATION:	C-1A
FUTURE LAND USE	URBAN COMMUNITY
DEVELOPMENT TYPE:	COMMERCIAL
BUILDING USE: △2	PLANT NURSERY
STRAP NUMBER:	32-45-24-00-00026.0060
FEMA FLOOD ZONE:	AE-EL7
SOILS:	69 MATLACHA GRAVELLY FINE SAND 99 WATER 28 IMMOKALEE SAND 11 MYAKKA FINE SAND

UTILITY COMPANIES:

ELECTRIC:
FLORIDA POWER & LIGHT COMPANY
4840 BALLARD ROAD
FT. MYERS, FL 33905
(239) 332-9137

CABLE:
COMCAST CABLE
12641 CORPORATE LAKES DR.
FT. MYERS, FL 33913
(239) 432-9277

REFUSE (SOLID WASTE):
WASTE PRO
13110 RICKENBACKER PKWY.
FT. MYERS, FL 33913
(239) 337-0800

WASTEWATER:
LEE COUNTY UTILITIES
7391 COLLEGE PARKWAY
FT. MYERS, FL 33907
(239) 533-8845

POTABLE WATER:
LEE COUNTY UTILITIES
7391 COLLEGE PARKWAY
FT. MYERS, FL 33907
(239) 533-8845

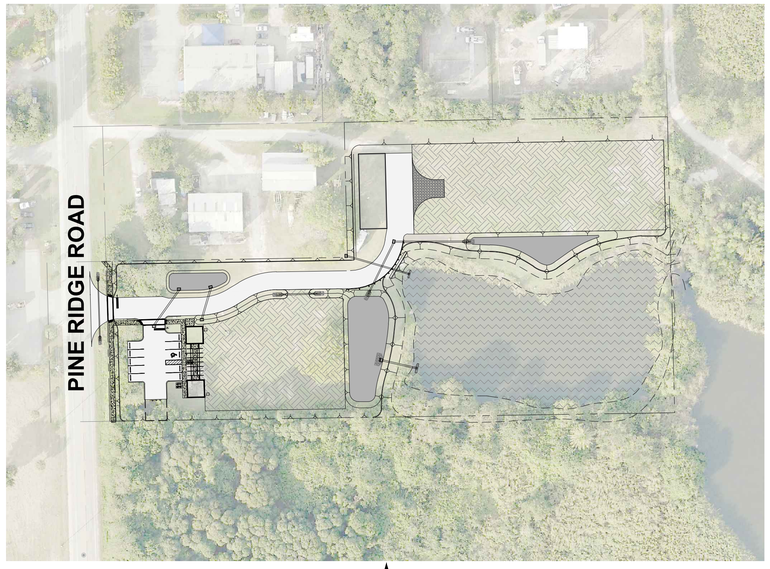
NATURAL GAS:
TECO / PEOPLE GAS
5901 ENTERPRISE PARKWAY
FT. MYERS, FL 33905
(239) 690-5507
ATTN. GEORGE ROSANDE

TELEPHONE:
CENTURYLINK TELEPHONE
8441 LITTLETON ROAD
NORTH FT. MYERS, FL 33903
(239) 336-2189
ATTN. SABRINA THOMPSON

CALL 48 HOURS BEFORE YOU DIG
811
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CONSTRUCTION PLANS
FOR
PROPERTY CARE LANDSCAPES GARDEN CENTER

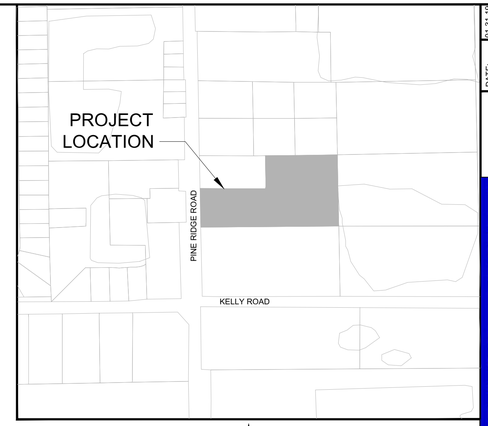
SECTION 32, TOWNSHIP 45 S., RANGE 24 E.
15885 PINE RIDGE ROAD, FT. MYERS
LEE COUNTY, FLORIDA 33908



VICINITY MAP
SCALE: 1" = 80'

△3 PROJECT AREAS △2

	S.F.	ACRES	%
SITE	167,748	3.85	100.00
BUILDINGS	3,320	0.08	1.97
PAVEMENT	14,909	0.34	8.89
PAVEMENT (PH. 2)	1,540	0.03	0.92
SIDEWALK/CONC.	1,856	0.05	1.11
EXIST. LAKE	43,996	1.01	26.23
OPEN SPACE	102,127	2.34	60.88
IMPERVIOUS	65,621	1.51	39.12
PERVIOUS	102,127	2.34	60.88



LOCATION MAP
N.T.S

INDEX OF SHEETS:

1. COVER SHEET
2. GENERAL NOTES
3. AERIAL, EXIST. CONDITIONS & EROSION CONTROL PLAN
4. SITE DIMENSION PLAN
5. GRADING, PAVING & DRAINAGE PLAN
6. UTILITY PLAN
7. CROSS SECTIONS
8. DRAINAGE DETAILS
9. DRAINAGE DETAILS
10. DRAINAGE DETAILS
11. UTILITY DETAILS

Development Order Approval does not vest nor guarantee that changes will not be required, if subsequent changes are made to the Uniform Lee County Fire Code.

Please Note: Final Development Order does not confer approval for signage

****FINAL INSPECTION REQUIRED****
At the completion of the improvements, please submit a Letter of Substantial Compliance to schedule a Final Inspection.

LEE COUNTY DOT RIGHT-OF-WAY PERMIT REQUIRED

REMOVAL OF EXCAVATED FILL MATERIAL FROM THE SITE IS NOT AUTHORIZED

UTILITY PERMIT REQUIRED
Plan is not approved for location or placement of utilities. All work in county right-of-way and easements must be permitted prior to commencing work.

VEGETATION PERMIT REQUIRED PRIOR TO ANY SITE WORK
Protective barricades must be constructed and inspected prior to permit issuance. Please contact Division of Environmental Sciences (239) 533-8389.

BUILDING SETBACKS: △2 △3

	REQ'D	PROV'D
NORTH: (SIDE YARD)	15'	74.02'
WEST: (R.O.W.)	25'	87.00'
EAST: (REAR YARD)	25'	524.27'
SOUTH: (SIDE YARD)	15'	24.85'
WATER BODIES:	25'	40.12'

LANDSCAPE BUFFERS:

	TYPE	REQ'D/PROV'D
NORTH	15'/"C"	15'/15'
EAST	"N/A"	N/A
SOUTH	5'/"A"	5'/5'
WEST	15'/"D"	15'/15'

ZONING:

SITE:	(C-1A)
NORTH:	(C-1A)
	(IG)
	(IL)
EAST:	(AG-2)
SOUTH:	(C-1A)
	(IL)
WEST:	(R.O.W.)

EXIST. LAND USE: △2

VACANT COMMERCIAL
SINGLE FAMILY RESIDENTIAL
UTILITY
UTILITY
UNDEVELOPED
OFFICE/WAREHOUSE
OFFICE/WAREHOUSE
PUBLIC ROAD

PARKING CALCULATIONS:

SEC. 34-2020: OFFICES; 1 SPACE PER 300 S.F. OF FLOOR AREA
PARKING REQUIRED: 800 S.F. / 300 = 3 SPACES
PARKING PROVIDED: 10 SPACES

APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

DANIEL P. JOHNSON LICENSE No 37573 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Daniel P. Johnson, P.E. 37573
DN: cn=Daniel P. Johnson, P.E. 37573, o=This item has been electronically signed and sealed by Daniel P Johnson, P.E. using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies., ou=Maastricht Engineering, email=dan@maastricht-eng.com, c=US
Date: 2020.01.07 15:18:34 -05'00'

MAASTRICHT ENGINEERING
3570 COLLEGE PARKWAY, SUITE 201 ● FORT MYERS, FL 33907 ● 239.362.1626 ● FAX # 239.362.1627

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37573

DEVELOPER:
KEVIN HIMSCHOOT
15855 PINE RIDGE ROAD
FORT MYERS, FL 33908

DATE	BY	REVISION DESCRIPTION
06-06-19	TAH	PER LEE COUNTY LETTER DATED JUNE 2019 △1
09-06-19	JCU	REVISED PER COUNTY COMMENTS △2
1-24-19	JCU	REVISED PER COUNTY COMMENTS △3

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

COVER SHEET

SHEET 1 OF 11

Y:\CAD\2018\18-133\PLOT\01 18-133 COVER.dwg Monday, December 02, 2019 10:22:09 AM

DOS2019-00048 Lee County ePlan

Original application dated 07-01-2024

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

GENERAL CONSTRUCTION NOTES:

1. REFER TO CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION, CONTRACTOR'S RESPONSIBILITIES AND DETAILS.
2. THE CONTRACTOR SHALL BE REQUIRED TO MEET ALL "MAINTENANCE OF TRAFFIC" REQUIREMENTS AS PRESCRIBED IN THE CURRENT FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", F.H.W.A. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART VI, CURRENT EDITION, AND ALL APPLICABLE SECTIONS OF THE ROAD AND TRAFFIC DESIGN STANDARDS, FLORIDA DEPARTMENT OF TRANSPORTATION, CURRENT EDITION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITIES IN THE AREA OF CONSTRUCTION PRIOR TO BEGINNING CONSTRUCTION. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ANY UTILITY RELOCATION WITH THE APPLICABLE UTILITY COMPANY. NO COMPENSATION OR TIME EXTENSION WILL BE ISSUED TO THE CONTRACTOR FOR DELAYS CAUSED BY UTILITIES.
4. THE CONTRACTOR SHALL COMPLY WITH CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SPECIFICATIONS. SPECIFICALLY IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE "SPECIFICATIONS FOR ROAD BRIDGE CONSTRUCTION" AND THE "ROAD AND TRAFFIC DESIGN STANDARDS", UNLESS OTHERWISE NOTED.
5. CONTRACTOR SHALL VERIFY ALL BUILDING DIMENSIONS WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. ANY DISCREPANCY NOT CALLED TO THE ENGINEER'S ATTENTION PRIOR TO THE ACCOMPLISHMENT OF THE WORK SHALL BE CORRECTED BY AND AT THE CONTRACTOR'S EXPENSE.
6. THERE ARE NO KNOWN WELLS LOCATED ON THIS JOB SITE IN ADDITION TO THE WELL SHOWN ON THE SITE PLAN. IF ANY OTHER WELLS ARE LOCATED DURING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER.
7. ALL PRACTICABLE AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT TO SURFACE DRAINS, SWALES AND OUTFALLS. (REFER TO EROSION CONTROL PLAN).
8. WHERE THE NEW PAVEMENT IS DISCONTINUED IT SHALL BE FLUSH WITH OR HAVE A SMOOTH TRANSITION WITH ADJACENT PAVEMENT.
9. ALL INVERT ELEVATIONS NOTED FOR DRAINAGE STRUCTURES ARE FLOW LINE ELEVATIONS.
10. **ALL ELEVATIONS, PROPOSED AND EXISTING, REFERENCE THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988.**
11. AT THE CONTRACTOR'S EXPENSE, ALL FRAMES, COVERS, VALVE BOXES, METER BOXES AND MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION.
12. ANY SURPLUS MATERIAL WILL REMAIN THE PROPERTY OF THE OWNER; AND THE CONTRACTOR, AT HIS EXPENSE SHALL STOCKPILE THE SURPLUS MATERIAL AS DIRECTED BY OWNER.
13. THE LIMITS OF CONSTRUCTION SHALL MATCH THE LIMITS OF CLEARING & GRUBBING UNLESS OTHERWISE NOTED ON PLANS.
14. ALL UTILITY WORKMANSHIP AND MATERIALS FOR THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), THE STATE OF FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES (HRS).
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND VERIFY THE SIZE, DEPTH AND LOCATION OF ALL UTILITIES IN THE FIELD WITHIN THE PROJECT LIMITS PRIOR TO CONSTRUCTION. ANY UTILITIES THAT ARE DISTURBED OR DAMAGED BY THE CONTRACTOR SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. ANY DISCREPANCY NOT CALLED TO THE ENGINEER'S ATTENTION PRIOR TO THE ACCOMPLISHMENT OF THE WORK SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. THE ENGINEER AND/OR OWNER WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS OR THOSE OMITTED FROM THE SAME.
16. ALL DISTURBED AREAS WITHIN PROJECT SITE SHALL BE REGRADED TO MATCH EXISTING GRADES AND RESTORED TO PRE-CONSTRUCTION CONDITIONS.
17. CONCRETE SIDEWALK: USE CLASS I, 3000 PSI (MINIMUM) CONCRETE. APPLY A BROOM FINISH AND MAKE VERTICAL SAW CUTS AT 5' ON CENTER AT A DEPTH OF 1/4 OF THE SLAB THICKNESS. PROVIDE PRE-FORMED EXPANSION JOINTS AT 100' ON CENTER.
18. ALL HANDICAP SPACES, RAMPS, AND ACCESS AREA'S SHALL COMPLY IN STRICT ACCORDANCE WITH THE "AMERICAN DISABILITY ACT" (ADA) (28 CFR PART 36), AND "ACCESSIBILITY BY HANDICAPPED PERSONS" CHAPTER 553, PART V, FLORIDA STATUES. ANY DISCREPANCY SHALL BE CALLED TO THE ENGINEERS ATTENTION PRIOR TO CONSTRUCTION.
19. CONCRETE CURB & GUTTER AND STRAIGHT CURB: USE CLASS I, 3000 PSI (MINIMUM) CONCRETE. MAKE VERTICAL SAW CUTS EVERY 10' ON CENTER WITH PRE-MOLDED EXPANSION JOINTS EVERY 100' ON CENTER.
20. PAVEMENT MARKINGS AND SIGNS SHALL BE IN STRICT ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) FOR STREETS AND HIGHWAYS" AND FDOT STANDARD INDEX #17346.
21. STORM DRAIN (SD) SHALL BE REINFORCED CONCRETE PIPE, ADS N-12, ALUMINUM, PVC SDR-35, A-2000 PVC, OR AS SHOWN ON PLANS. NO STEEL PIPE, NON REINFORCED CONCRETE PIPE, OR FIBER REINFORCED PIPE.
22. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER SHOP DRAWINGS OF ANY AND ALL MATERIALS, STRUCTURES, PIPING, VALVES, VALVE BOXES, ETC, TO BE USED ON SITE PRIOR TO ORDERING OR INSTALLING, INCLUDING MFG. OF SAME.
23. ALL PIPE CONNECTION/JOINTS SHALL BE IN ACCORDANCE WITH LEE COUNTY UTILITY DESIGN STANDARDS STANDARDS, FDOT INDEX 280 AND FDOT SPEC. 430-7.
24. WATER MAIN, FIRE MAIN & FIRE HYDRANT WITHIN PROPERTY WILL REMAIN PRIVATELY OWNED.

DEMOLITION NOTES:

1. **ALL ELEVATIONS, PROPOSED AND EXISTING, REFERENCE THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988.**
2. CONTRACTOR SHALL LOCATE AND VERIFY THE SIZE, LOCATION, AND DEPTH OF ALL EXISTING UTILITIES IN THE FIELD AND SHALL NOTIFY THE UTILITY COMPANIES IN THE AREA BEFORE BEGINNING CONSTRUCTION. ANY UTILITIES THAT ARE DISTURBED OR DAMAGED BY THE CONTRACTOR SHALL BE IMMEDIATELY REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE. ANY DISCREPANCY NOT CALLED TO THE ENGINEER'S ATTENTION PRIOR TO ACCOMPLISHMENT OF THE WORK SHALL BE CORRECTED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DEMOLITION OF ANY EXISTING STRUCTURES WITHIN THE PROJECT LIMITS. ALL DEBRIS GENERATED SHALL BE REMOVED FROM THE SITE AND HAULED TO A COUNTY APPROVED OFF-SITE DUMP. THE CONTRACTOR SHALL ACQUIRE ALL NECESSARY PERMITS FOR THESE OPERATIONS.

(GENERAL CONSTRUCTION NOTES, CONTINUED)

4. RELOCATION OR REMOVAL OF EXISTING LANDSCAPE MATERIAL SHALL BE COORDINATED WITH THE OWNER AND/OR LANDSCAPE ARCHITECT.
5. THE CONTRACTOR, AT HIS OWN EXPENSE AND IN CONFORMANCE WITH ANY APPLICABLE GOVERNMENTAL REGULATION, SHALL DURING THE COURSE OF AND AFTER COMPLETION OF CONSTRUCTION, REMOVE FROM THE JOB SITE AND DISPOSE OF, IN AN AUTHORIZED GARBAGE OR RUBBISH DISPOSAL SITE, ALL RUBBISH, SCRAP, AND DEBRIS ACCUMULATED IN CONNECTION WITH HIS WORK AND SHALL DELIVER THE WORK IN A NEAT AND WORKMANLIKE MANNER.
6. DURING USE OF STREETS AND HIGHWAYS FOR WORK TO BE DONE UNDER THIS CONTRACT, DETERMINE AND CONFORM TO ALL STATE, COUNTY, AND LOCAL LAWS AND REGULATIONS. THE CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN EFFECTIVE BARRICADES, WARNING SIGNALS AND SIGNS ON ALL AFFECTED STREETS OR HIGHWAYS FOR PROTECTION OF COMPLETED WORK AND TO ENSURE THE SAFETY OF THE PUBLIC. ALL BARRICADES OR OBSTRUCTIONS WHICH ENCROACH ON, OR ARE ADJACENT TO, PUBLIC RIGHTS-OF-WAYS SHALL BE PROVIDED WITH LIGHTS WHICH SHALL BE KEPT ILLUMINATED AT ALL TIMES BETWEEN SUNSET AND SUNRISE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM ANY NEGLECT OR FAILURE TO MEET THESE REQUIREMENTS.
7. THE CONTRACTOR SHALL ARRANGE WORK TO MINIMIZE AMOUNT OF DISTURBANCE TO NORMAL PEDESTRIAN AND VEHICULAR TRAFFIC AND PROVIDE ADEQUATE MEANS OF ACCESS TO ALL PUBLIC AND PRIVATE PROPERTIES DURING CONSTRUCTION. IF CONSTRUCTION WORK SHOULD REQUIRE REPAIRS, CHANGES, OR MODIFICATIONS OF OTHER UTILITIES, THE CONTRACTOR SHALL PROVIDE FOR MAINTENANCE OF CONTINUOUS WATER, ELECTRIC, TELEPHONE, GAS, SEWAGE, AND OTHER UTILITY SERVICES TO ALL CONNECTED CUSTOMERS OF SUCH UTILITIES UNLESS APPROVAL IN WRITING IS OBTAINED FROM UTILITY COMPANY OR OWNER FOR INTERRUPTION OF SUCH SERVICES.
8. CONTRACTOR SHALL CLEAN OR REPAIR ANY EXISTING INLETS & S.D. PIPES. WITHIN SITE THAT WHERE DAMAGED OR DISTURBED DURING CONSTRUCTION.
9. EXISTING AREA LIGHTING REMOVAL AND/OR RELOCATION SHALL BE COORDINATED W/ OWNER AND APPROVED SITE LIGHTING PLAN. UNDERGROUND ELECTRIC AND TRANSFORMER RELOCATION SHALL BE COORDINATED W/OWNER AND L.C.E.C. OR FPL.
10. EXISTING LANDSCAPING TO BE REMOVED AND/OR RELOCATED SHALL BE COORDINATED WITH OWNER AND/OR OWNER REPRESENTATIVE. SEE LANDSCAPE PLAN (PROVIDED BY OTHERS).
11. SURROUNDING FACILITIES SHALL STAY OPERATIONAL AT ALL TIMES OF CONSTRUCTION.

MISCELLANEOUS NOTES:

1. THE SIZES AND LOCATIONS OF THE UNDERGROUND PRESSURE MAINS, STORM DRAINS, GRAVITY MAINS, ELECTRIC CONDUITS, SLEEVES, TRANSFORMERS, ENCLOSURES, LIGHT POLES AND OTHER APPURTENANCES ARE BASED UPON THE BEST INFORMATION OBTAINED BY THE ENGINEER AT THE TIME OF DESIGN. THE CONTRACTOR SHALL VERIFY ACTUAL LOCATION, SIZE AND DEPTH OF ALL UTILITIES DESCRIBED ABOVE PRIOR TO INSTALLATION OF THEIR FACILITIES.
2. FINAL ALIGNMENTS, MATERIALS, COLORS, FINISHES, FOR PEDESTRIAN HARDSCAPE AREAS MAY BE ADJUSTED ON SITE BY OWNER OR OWNER REPRESENTATIVE.

GENERAL UTILITY NOTES:

1. ALL WATER, SEWER AND IRRIGATION CONSTRUCTION SHALL CONFORM TO THE LEE COUNTY UTILITIES STANDARDS AND THE SOUTHERN STANDARD PLUMBING CODE.
2. WATER AND IRRIGATION PIPE SMALLER THAN 2" SHALL BE POLYVINYL CHLORIDE, (PVC) AND SHALL CONFORM TO ASTM D-1785, CLASS 1120 OR 1220, SCHEDULE 80 PVC. WATER AND IRRIGATION PIPE 2" BUT LESS THAN 4" IN DIAMETER SHALL BE PVC CLASS 200, DR-21 CONFORMING TO ASTM 2241 WITH RING-TYPE JOINTS. WATER AND IRRIGATION PIPE 4" INCHES, UP TO AND INCLUDING 12" INCHES IN DIAMETER SHALL BE AWWA C-900, CLASS 150, DR-18. UNLESS OTHERWISE NOTED ON PLANS. ANY WATER AND IRRIGATION PIPE UNDER PAVEMENT SHALL BE DUCTILE IRON PIPE (D.I.P.) PRESSURE CLASS 250 WITH A CEMENT MORTAR LINING, CONFORMING TO ANSI/AWWA A21.51/C151. ALL MAINS SHALL HAVE 36" MINIMUM COVER FROM FINISHED GRADE.
3. THE CONTRACTOR SHALL UTILIZE RESTRAINED JOINTS FOR THE INSTALLATION OF WATER, FORCE MAIN AND IRRIGATION PIPING.
4. GRAVITY SEWER PIPE 4" IN DIAMETER AND GREATER SHALL BE PVC AND SHALL CONFORM TO ASTM D-3034, SDR 26; 36 INCH MINIMUM COVER, UNLESS OTHERWISE SHOWN.
5. INSTALLATION OF SERVICE METERS AND CONNECTIONS TO EXISTING LCU UTILITIES SHALL BE PERFORMED BY AND COORDINATED WITH LCU AT THE CONTRACTORS EXPENSE. THE LOCATION OF THE CONNECTION POINTS MAY REQUIRE FIELD ADJUSTMENT TO BE PERFORMED AT THE CONTRACTOR'S EXPENSE. IMPACT FEES SHALL BE PAID BY THE OWNER.
6. WHERE WATER, IRRIGATION AND SEWER MAINS CROSS, THE MINIMUM VERTICAL SEPARATION SHALL BE 12 INCHES. WHERE THIS IS NOT POSSIBLE, THE WATER MAIN SHALL BE ENCASED IN A PVC SLEEVE OR THE JOINTS SHALL BE SEPARATED TEN (10) FEET EITHER SIDE OF THE POINT OF CROSSING. THE CONTRACTOR SHALL COMPLY WITH RULE 62-555.345 FAC.; AND SHALL INCLUDE THE COSTS FOR DEFLECTING PIPE, ROLL-DOWNS OR ENCASEMENT IN THE PRICE OF THE PIPE.
7. TESTING AND COMPACTION OF TRENCH BACKFILL, SUBGRADE, AND BASE SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
8. ALL UTILITY PIPING, INCLUDING SERVICES, SHALL BE COLOR CODED AS FOLLOWS:
   POTABLE WATER - BLUE (SERVICES MAY BE WHITE P.V.C. W/MARKING TAPE IF BLUE IS NOT AVAILABLE)
   SEWER - GREEN
   IRRIGATION/FIRE - LAVENDER (SERVICES MAY BE GRAY P.V.C. W/MARKING TAPE IF LAVENDER IS NOT AVAILABLE)
9. ALL WATER, SEWER, IRRIGATION, FORCE MAINS, SERVICES AND LATERALS SHALL HAVE DETECTABLE TAPE INSTALLED OVER THE PIPE WITH 12" MINIMUM TO 18" MAXIMUM COVER FROM PROPOSED GRADE.
10. WATER, FIRE AND IRRIGATION MAINS, INCLUDING SERVICES, SHALL BE FLUSHED AND PRESSURE TESTED IN ACCORDANCE WITH AWWA C-600. THE UTILITY COMPANY AND ENGINEER SHALL BE PRESENT DURING THE TESTING.
11. WATER MAINS AND SERVICES SHALL BE DISINFECTED AND TESTED IN ACCORDANCE AWWA C-651 AND RULE 62-555.345 FAC, INCLUDING PROVIDING SAMPLE POINTS AS REQUIRED BY THE HEALTH DEPARTMENT.
12. ALL FRAMES, COVERS, VALVE BOXES, METER BOXES AND MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION.
13. ANY WORK OR MATERIALS WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ANY WORK PERFORMED WITHOUT THE KNOWLEDGE OF LCU INSPECTORS OR REPRESENTATIVES IS SUBJECT TO REMOVAL AND REPLACEMENT OF SAME TO BE COMPLETED AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL AFFECTED UTILITIES IN THE AREA 72 HOURS PRIOR TO BEGINNING CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL UTILITY COMPANIES AND THE ENGINEER TO RESOLVE CONFLICTS WITH EXISTING UTILITIES IN A TIMELY MANNER TO AVOID DELAYS IN COMPLETING THE PROJECT.
15. ACCEPTANCE OF THE COMPLETED UTILITY SYSTEMS WILL NOT BE GIVEN UNTIL AS-BUILT PLANS HAVE BEEN SUBMITTED AND ACCEPTED BY THE ENGINEER.
16. UTILITY CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH PROVIDING UNDERGROUND PHONE AND ELECTRIC SERVICE TO BUILDING(S).
17. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING LCU A MINIMUM OF 48 HOURS PRIOR TO ANY SHUTDOWN, TIE-IN OR PRESSURE TESTS ON THE WATER, IRRIGATION OR SEWER MAIN. ALSO, THE CONTRACTOR WILL DISTRIBUTE ANY INTERRUPTION OF SERVICE NOTICES TO ALL AFFECTED PARTIES AND LCU WILL DISTRIBUTE ALL BOIL WATER NOTICES AND RESCISSION NOTICES.
18. THE CONTRACTOR IS PROHIBITED FROM TURNING OFF ANY EXISTING MAIN LINE VALVES. THESE WILL BE TURNED OFF BY A REPRESENTATIVE OF LCU AT THE CONTRACTORS ARRANGED TIME AND DATE.
19. BACKFLOW PREVENTION DEVICES SHALL BE TESTED BY A CERTIFIED CROSS CONNECTION CONTROL TECHNICIAN IN THE PRESENCE OF A LCU REPRESENTATIVE.

LCU STANDARD PLAN NOTES: (UPDATED 10-15-18)

1. ALL WORK SHALL CONFORM TO LATEST REVISION OF THE LCU DESIGN MANUAL WHICH IS AVAILABLE ON OUR WEB-PAGE VIA THE FOLLOWING LINK: HTTPS://WWW.LEEGOV.COM/UTILITIES/DESIGN-MANUAL
2. ALL REGULATORY AND PERMITTING AGENCIES' REQUIREMENTS SHALL BE COMPLIED WITH AS WELL.
3. ANY QUANTITIES SHOWN ON PLANS ARE NOT VERIFIED BY LCU.
4. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS THAT MAY BE ENCOUNTERED DURING THE COURSE OF WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
5. ALL CONSTRUCTION WORK PERFORMED MUST BE DONE BY A CONTRACTOR LICENSED IN THE STATE OF FLORIDA TO DO THE WORK INTENDED.
6. A PRE-CONSTRUCTION MEETING IS REQUIRED BEFORE WORK MAY BEGIN. REQUIRED ATTENDEES INCLUDE BUT ARE NOT LIMITED TO; THE ENGINEER OF RECORD OR HIS DESIGNEE, THE UNDERGROUND CONTRACTOR AND THE LCU INSPECTOR ASSIGNED TO THE PROJECT. LCU IS TO BE NOTIFIED TWO (2) WORKING DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING.
7. ONE COPY OF THE LCU APPROVED/STAMPED CONSTRUCTION PLANS, ALL CONTRACT DOCUMENTS, REFERENCE DOCUMENTS AND TECHNICAL DOCUMENTS SUBMITTED MUST BE KEPT AT THE SITE AND MAINTAINED IN GOOD ORDER.
8. ALL WORK AND MATERIALS, WHICH DO NOT CONFORM TO LCU SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
9. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE OF LCU IS SUBJECT TO RE-EXCAVATION, REMOVAL AND REPLACEMENT OF SAME TO BE DONE AT THE CONTRACTOR'S EXPENSE.
10. LCU INSPECTION STAFF IS TO BE PRESENT FOR ALL HOT TAPS, PRESSURE TESTS, LIFT STATION START-UPS AND FOR ANY NECESSARY INSPECTION. THE CONTRACTOR IS TO PROVIDE A MINIMUM OF TWO (2) WORKING DAYS NOTICE PRIOR TO SCHEDULING ANY OF THE ABOVE WITH THE EXCEPTION OF THE LIFT STATION START-UP WHICH REQUIRES ONE-WEEK NOTICE.
11. TRAFFIC MUST BE MAINTAINED AT ALL TIMES AS PER LEE COUNTY DEPARTMENT OF TRANSPORTATION (LCDOT) AND PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
12. THE CONTRACTOR IS TO UNCOVER ALL EXISTING LINES BEING TIED INTO AND VERIFY GRADES BEFORE BEGINNING CONSTRUCTION.
13. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS, BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. LCU WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS OR THOSE OMITTED FROM THESE PLANS.
14. THE CONTRACTOR SHALL VERIFY ALL UTILITIES AND PROVIDE AT LEAST TWO (2) WORKING DAYS NOTICE TO THE INDIVIDUAL UTILITY COMPANIES, FDOT AND LCDOT PRIOR TO CONSTRUCTION.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND TAKE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO ALL UNDERGROUND PIPELINES, TELEPHONE, CABLE TV, ELECTRIC LINES/CONDUITS AND STRUCTURES IN ADVANCE OF ANY CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MAY OCCUR DUE TO HIS FAILURE TO EXACTLY LOCATE AND PROTECT EXISTING UTILITIES AND STRUCTURES.
16. ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA, UNLESS APPROVED BY THE ENGINEER OF RECORD.
17. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND LCU IMMEDIATELY CONCERNING ANY CONFLICTS WITH LCU UTILITIES/STRUCTURES ARISING DURING CONSTRUCTION OF ANY FACILITIES SHOWN ON THESE DRAWINGS.
18. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANS. IF ANY DISCREPANCIES IN QUANTITIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AND LCU.
19. THE CONTRACTOR SHALL REPLACE ALL PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, ETC., WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL RESTORE ALL AREAS AFFECTED BY THE CONSTRUCTION TO ITS ORIGINAL CONDITION, OR BETTER.
20. WITHIN THE FDOT AND LCDOT RIGHT-OF-WAY, ALL DISTURBED AREAS SHALL RECEIVE GRASSING (SEEDING) OR SODDING MATERIALS IN ACCORDANCE WITH FDOT SPECIFICATIONS. THOSE AREAS THAT ARE CLASSIFIED AS DRAINAGE DITCHES SHALL RECEIVE FULL SOLID SOD.
21. ALL FRAMES, COVERS VALVE BOXES, METER BOXES AND MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION. ALL VALVE PADS SHALL BE POURED IN PLACE. NO PRE-FORMED VALVE PADS WILL BE ALLOWED.
22. APPROPRIATE TURBIDITY CONTROL DEVICES (E.G. SILT FENCES, HAY BALES) WILL BE UTILIZED DURING ALL PHASES OF INSTALLATION AND GRADING. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE NOTICE OF INTENT AND NOTICE OF TERMINATION TO THE EPA IN COMPLIANCE WITH LEE COUNTY'S NPDES PERMIT.
23. CONTRACTOR IS RESPONSIBLE FOR DEVELOPING AND MAINTAINING AN EFFECTIVE STORM WATER POLLUTION PREVENTION PLAN.
24. LCU REQUIRES 30" OF COVER FOR ALL UNDERGROUND PIPING EXCEPT UNDER PAVEMENT, WHERE 36" OF COVER IS REQUIRED. IF LCU REQUIRED COVER CANNOT BE MAINTAINED, THE CONTRACTOR SHALL PROVIDE OTHER METHODS OF CONSTRUCTION OR PIPE PROTECTION, WHICH SHALL FIRST BE APPROVED BY LCU AND THE ENGINEER, AT NO ADDITIONAL COST TO THE COUNTY. IF STATE AGENCIES REQUIRE ADDITIONAL COVER, MEETING THE REQUIREMENTS SHALL BE DONE AT NO ADDITIONAL COST TO THE COUNTY.
25. LCU REQUIRES THERE TO BE A MINIMUM OF TEN (10) FEET HORIZONTAL AND 18" VERTICAL SEPARATION BETWEEN POTABLE WATER & SANITARY SEWER MAINS. LCU ALSO REQUIRES MINIMUM OF TEN (10) FEET HORIZONTAL SEPARATION BETWEEN OTHER PUBLIC AND/OR PRIVATE UTILITIES, STRUCTURE(S), BUILDING(S), WALL(S), FOUNTAIN(S), FENCE(S) AND LCU INFRASTRUCTURE UNLESS SPECIFICALLY APPROVED BY LCU.
26. LCU REQUIRES THERE TO BE A MINIMUM OF FIVE (5) FEET HORIZONTAL SEPARATION BETWEEN LCU INFRASTRUCTURE AND DRAINAGE INFRASTRUCTURE, MITERED END SECTIONS, INLETS, ETC. LCU ALSO REQUIRES MINIMUM OF FIVE (5) FEET HORIZONTAL SEPARATION BETWEEN LCU INFRASTRUCTURE AND ALL NEW LIGHT POLE FOUNDATIONS.
27. THE ROOT BALL OF PALM TREES SHALL BE A MINIMUM OF FIVE (5) FEET AND THE ROOT BALL OF SHADE TREES SHALL BE A MINIMUM OF TEN (10) FEET FROM ANY EXISTING OR PROPOSED LCU OWNED AND MAINTAINED PIPE/INFRASTRUCTURE.
28. AS THE WORK PROGRESSES THE CONTRACTOR SHALL RECORD ALL CHANGES AND DEVIATIONS FROM THE LCU STAMPED/APPROVED CONSTRUCTION PLANS. IN ADDITION, HE SHALL RECORD THE EXACT LOCATION OF ALL CHANGES IN VERTICAL AND HORIZONTAL ALIGNMENT WITH COORDINATES WITH RESPECT TO THE NAVD 1988 STATE PLANE FLORIDA WEST COORDINATE SYSTEM AS WELL AS ALL REQUIREMENTS SET FORTH IN THE LCU DESIGN MANUAL. THIS INFORMATION IS TO BE FORWARDED TO THE ENGINEER OF RECORD WHO PREPARED, SIGNED AND SEALED THE APPROVED CONSTRUCTION PLANS SO THAT HE CAN PREPARE 'RECORD DRAWINGS' PER THE REQUIREMENTS SET FORTH IN THE LCU DESIGN MANUAL.

LEGEND

Symbol	Description
	PROJECT BOUNDARY/LIMITS OF CONSTRUCTION
EX WM	EXISTING WATER MAIN OR WATER SERVICE
EX SAN	EXISTING SEWER MAIN OR SEWER SERVICE
EX IRR	EXISTING IRRIGATION MAIN
WM	PROPOSED WATER MAIN
FL	PROPOSED FIRE LINE
FM	PROPOSED FORCE MAIN
WS	PROPOSED WATER SERVICE & G.V.
SAN	PROPOSED 6" SEWER LATERAL W/CLEAN-OUT
	TRANSFORMER PAD (BY OTHERS)
	BERM/DETENTION AREAS
	ROCK BOULDER RIP-RAP OVER FILTER FABRIC
	PROPOSED ASPHALT PAVEMENT AREAS
	PROPOSED DRY DETENTION AREAS
	EXIST. STORM DRAIN & INLET
S-25	INLET STRUCTURE I.D. (SEE STRUCTURE TABLE)
	PROP. STORM DRAIN & INLET
6.50	PROPOSED CONTOUR ELEVATION
x 6.50	EXISTING ELEVATION (N.A.V.D) 1988
17.20	DESIGN ELEVATIONS (N.A.V.D.) 1988
	DRAINAGE FLOW ARROW

APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

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811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL. LICENSE NUMBER: 37573

MAASTRICHT ENGINEERING
7370 COLLEGE PARKWAY, SUITE 211 ● FORT MYERS, FL 33907 ● (239) 362-1605 ● FBPE # 28825

DEVELOPER:
KEVIN HIMSCHOOT
15855 PINE RIDGE ROAD
FORT MYERS, FL 33908

DATE	BY	REVISION DESCRIPTION

PROPERTY CARE LANDSCAPES GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

GENERAL NOTES

SHEET 2 OF 11

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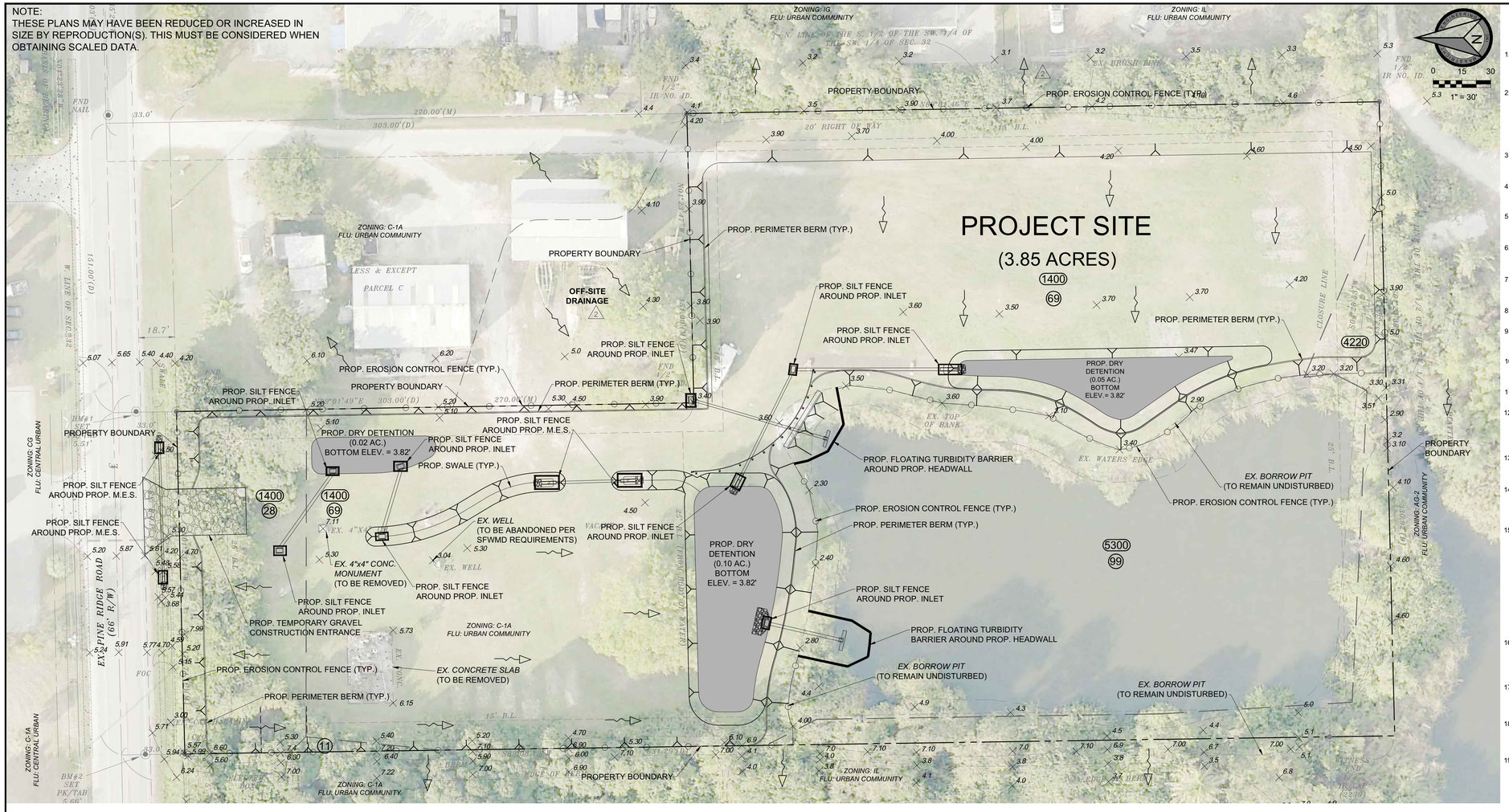
DES2024-00048 Lee County ePlan
Original application dated 07-01-2024

NOTE:
THESE PLANS MAY HAVE BEEN REDUCED OR INCREASED IN SIZE BY REPRODUCTION(S). THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL ADHERE TO THE SEQUENCE OF OPERATIONS FOR EROSION CONTROL IMPLEMENTATION HERON. ANY DEVIATION FROM THIS SEQUENCE DEEMED NECESSARY BY THE CONTRACTOR SHALL BE APPROVED BY THE OWNER.
2. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH THE CONSTRUCTION ACTIVITIES RELATED TO EROSION CONTROL AS SHOWN OR NOTED HEREON SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP), AS WELL AS THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR THIS SITE, AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. ALL WASH WATER SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN WASH WATER POLLUTANTS AND STORM RUNOFF DISCHARGED FROM THIS SITE.
4. OIL AND GREASE ABSORBING MATERIALS SHALL BE READILY AVAILABLE ON-SITE AND SHALL BE PROMPTLY USED TO CONTAIN AND/OR CLEAN UP ALL FUEL OR CHEMICAL SPILLS OR LEAKS.
5. DUST CONTROL SHALL BE ACCOMPLISHED BY WATERING DRY, EXPOSED AREAS ON A REGULAR BASIS. SPRAYING OF PETROLEUM BASED OR TOXIC LIQUIDS FOR THIS IS PROHIBITED.
6. ALL COUNTY RIGHT-OF-WAYS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE PERMANENTLY SODDED PRIOR TO THE COMPLETION OF THE PROJECT.
7. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION AREAS HAVE PERMANENTLY CEASED SHALL BE PERMANENTLY SEEDED OR SODDED, AS SHOWN ON THE ATTACHED PLAN, WITHIN SEVEN DAYS.
8. ALL VEHICLES SHALL BE CLEANED AT THE CONSTRUCTION SITE PRIOR TO EXITING.
9. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ONTO ADJACENT ROADWAYS BY VEHICLES EXITING THE SITE SHALL BE CLEANED OR REMOVED IMMEDIATELY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPT REMOVAL OF ALL ACCUMULATED SILT IN THE STORM SEWER SYSTEM AND ALONG SILT FENCES.
11. SILT FENCES SHALL BE PLACED AROUND ANY STOCKPILES USED ON THIS SITE.
12. ANY ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO ENSURE COMPLIANCE WITH THE U.S.E.P.A., FLORIDA DEP AND LEE COUNTY STORM WATER POLLUTION REGULATIONS SHALL BE IMPLEMENTED BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER.
13. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE WITHIN THIRTY DAYS AFTER STABILIZATION OF ALL SURFACES.
14. THE CONTRACTOR SHALL ASSUME LIABILITY FOR DAMAGE TO ADJACENT PROPERTIES AND/OR PUBLIC RIGHT-OF-WAY RESULTING FROM FAILURE TO FULLY IMPLEMENT AND EXECUTE ALL EROSION CONTROL PROCEDURES SHOWN AND NOTED IN THE PLANS.
15. WHENEVER DIRT, ROCK OR OTHER MATERIALS ARE EXPORTED FOR USE OFF OF THE PRIMARY CONSTRUCTION SITE, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THAT EPA STORM WATER PERMITTING REQUIREMENTS ARE MET. PRIOR TO ANY EXPORT OF MATERIALS, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH A WRITTEN AGREEMENT WITH ANY LANDOWNER WHO WILL RECEIVE EXPORTED MATERIALS, STATING THAT THE SITE WILL BE PROPERLY PERMITTED WHEN REQUIRED AND DESCRIBE THE EROSION CONTROL MEASURES WHICH WILL BE USED. AT A MINIMUM, EROSION CONTROL MEASURES MUST CONSIST OF PERIMETER CONTROLS (SILT FENCES) ON ALL DOWNSLOPE AND SIDESLOPE BOUNDARIES OF ANY DISTURBED AREAS, PLUS PROVISIONS FOR RE-VEGETATION AFTER THE FILL MATERIALS ARE IN PLACE.
16. PRIOR TO CONSTRUCTION, FILTER FABRIC, SILT SCREENS, OR OTHER APPROVED EROSION CONTROL DEVICES SHALL BE INSTALLED ACROSS THE SWALE AT THE LOWEST DISTURBED POINT TO PREVENT EROSION MATERIAL FROM LEAVING THE CONSTRUCTION AREA, INCLUDING ANY VACANT AREAS USED FOR INGRESS AND EGRESS.
17. ALL AFFECTED STORM WATER PIPES, INLETS AND CATCH BASINS SHALL BE PROTECTED BY EROSION CONTROL DEVICES TO PREVENT CONSTRUCTION RELATED EROSION MATERIAL FROM ENTERING THE STORMWATER SYSTEM.
18. THE EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION PROCESS AND SHALL REMAIN IN PLACE UNTIL STABILIZED WITH SOD AND THE VACANT AREAS ARE SEEDED AND MULCHED.
19. ALL DEWATERING SHALL BE IN ACCORDANCE WITH S.F.W.M.D. SHORT TERM DEWATERING CRITERIA.

FIRE DISTRICT

IONA - MCGREGOR FIRE DISTRICT

SOIL DATA CLASSIFICATION:

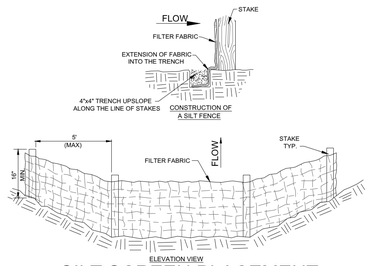
- (69) MATLACHA GRAVELLY FINE SAND
- (99) WATER
- (28) IMMOKALEE SAND
- (11) MYAKKA FINE SAND

FLUCCS

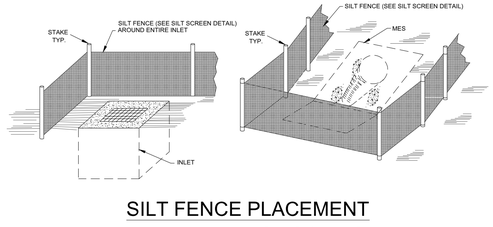
- (1400) COMMERCIAL AND SERVICES
- (5300) RESERVOIRS
- (4220) BRAZILIAN PEPPER

LEGEND

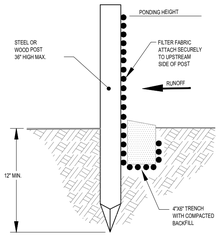
- TEMPORARY CONSTRUCTION ENTRANCE
- SILT FENCE
- DRAINAGE FLOW ARROW (EX. SURFACE HYDROLOGY)
- DRAINAGE STRUCTURE
- STORM SEWER



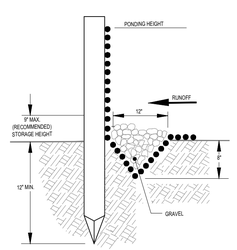
SILT SCREEN PLACEMENT
N.T.S.



SILT FENCE PLACEMENT
INLET AND MES LOCATION
N.T.S.



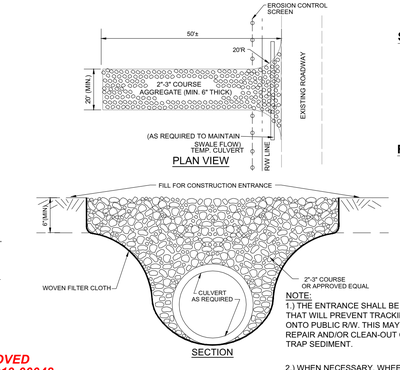
STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL



ALTERNATE DETAIL
TRENCH WITH GRAVEL

FILTER FABRIC SILT FENCE
N.T.S.

APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020



TEMP. CULVERT AT CONSTRUCTION ENTRANCE
N.T.S.

NOTE:
1.) THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC R/W. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN-OUT OF ANY MEASURES USED TO TRAP SEDIMENT.

2.) WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC R/W.

3.) WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED W/ CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

ELEVATION DEPICTED ARE N.A.V.D. 1988 DATUM

CALL 48 HOURS BEFORE YOU DIG
811
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37573

MAASTRICHT ENGINEERING
3570 CLEVELAND AVENUE, SUITE B-1 ● FORT MYERS, FL 33901 ● 239.362.1005 ● FAX # 239.362.1006

DEVELOPER:
KEVIN HIMSCHOOT
15885 PINE RIDGE ROAD
FORT MYERS, FL 33908

DATE	BY	REVISION DESCRIPTION
09-06-19	JCU	REVISED PER COUNTY COMMENTS

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

AERIAL & EXISTING CONDITIONS

PLAN

SHEET 3 OF 11

Y:\CAD\2018\18-133\PLOT\03 18-133 EX COND-EROSION CONTROL.dwg Friday, November 22, 2019 1:04:51 PM

DEV2024-00048 Lee County ePlan

Original application dated 07-01-2024

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

3 SOLID WASTE CALCULATIONS

(SEC. 17-191)
COMMERCIAL BUSINESS 0 S.F. - 5,000 S.F.
MIN. S.F. GARBAGE REQUIRED : 60 S.F.
MIN. S.F. RECYCLABLES REQUIRED : 24 S.F.
TOTAL S.F. REQUIRED : 84 S.F.
TOTAL S.F. PROVIDED : 85 S.F.

REFUSE AND SOLID WASTE DISPOSAL FACILITIES:

1. A MINIMUM OVERHEAD CLEARANCE OF TWENTY-TWO (22) FEET, AND A MINIMUM OPENING WIDTH OF 12' WIDE ARE REQUIRED. UNOBSTRUCTED ACCESS SHALL BE MAINTAINED TO REFUSE AND SOLID WASTE DISPOSAL FACILITY.
2. ALL STORAGE AREAS / CONTAINERS SHALL BE ADEQUATELY SHIELDED PER LEE COUNTY GROWTH MANAGEMENT CODE.
3. ALL STORAGE AREAS / CONTAINERS SHALL MEET LEE COUNTY LAND DEVELOPMENT CODE.
4. THE CONFIGURATION AND LOCATION OF DUMPSTER / RECYCLING AREAS MAY BE MODIFIED DURING CONSTRUCTION AS LONG AS THE ABOVE REQUIREMENTS AND AREAS BELOW ARE MAINTAINED.

PROPERTY DEVELOPMENT REGULATIONS (ZONING)

	REQUIRED	PROVIDED
DEPTH:	100'	631'
WIDTH:	100'	179'
LOT AREA:	20,000 S.F.	167,748 S.F.
LOT COVERAGE:	40% MAX.	1.97%
HEIGHT:	35' MAX.	15' 2

PROPOSED DEVELOPMENT IS CONSISTENT WITH THE LEE PLAN.

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PROPOSED LAND USES ARE COMPLIANT WITH LEE COUNTY ZONING REGULATIONS.

LEGEND:

- PROP. PAVEMENT
- FUTURE PAVEMENT (PHASE 2)
- PROP. DRY DETENTION
- PROP. STAGING/DISPLAY AREAS
- EX. LAKE

0 15 30
1" = 30' (24"x36")
1" = 60' (11"x17")

NOT PLATTED

NO BUFFER REQUIRED
ZONING: IG
FLU: URBAN COMMUNITY

NO BUFFER REQUIRED
ZONING: IL
FLU: URBAN COMMUNITY

N. LINE OF THE S. 1/2 OF THE SW. 1/4 OF THE SW. 1/4 OF SEC. 32

FND NAIL/TAB

FND NAIL

FND 1/2" IR NO. ID.

EX. BRUSH LINE

PROPERTY BOUNDARY

15.00' BLDG. SETBACK

25.00' BLDG. SETBACK

20' RIGHT OF WAY

15' B.L.

20.00' R.O.W.

6.00'

26.00'

35.72'

N89°01'46"E 361.29'(M) 270.00'(M) 303.00'(D)

N01°47'36"W 326.03'(M) (BASIS OF BEARING)

N01°47'36"W 151.00'(M)

W. LINE OF SEC. 32

ZONING: C-1A
FLU: URBAN COMMUNITY

LESS & EXCEPT
PARCEL C

EX. 40'x40' SHARED ACCESS EASEMENT

PROP. PHASE 2 FUTURE INTERCONNECT 3

260 L.F. 15' TYPE "C" BUFFER W/ WALL

PROP. 24' INGRESS / EGRESS CROSS ACCESS EASEMENT 2

PROPERTY BOUNDARY

PROP. BUFFER WALL

15.00' BLDG. SET BACK

7.00'

0.50'

151 L.F. 15' TYPE "C" BUFFER W/ WALL

PROP. BUFFER WALL

15.00'

PROP. COVERED STORAGE AREA (2,520 S.F.) F.F.E. = 6.60' 1

30.00' 30.00'

84.00'

R25.00'

20.00'

35.00'

100.32'

281.28' 1

SURFACED WITH POROUS GROUND COVER FABRIC / WEED BARRIER 1

LANDSCAPE STOCK STAGING AREA (27,252 S.F. / 0.63 AC.)

100.29'

W. LINE OF THE W. 1/2 OF THE SW. 1/4 OF THE SW. 1/4

S04°23'38"E 332.32'(M)

CLOSURE LINE

5.00'

7.00'

PROP. DRY DETENTION (0.05 AC.) BOTTOM ELEV. = 3.82'

R5.00'

R60.00'

20.00'

R40.00'

EX. TOP OF BANK

8.00'

0.50'

EX. WATERS EDGE

25' B.L.

EX. BORROW PIT (TO REMAIN UNDISTURBED)

NO BUFFER REQUIRED

PROPERTY BOUNDARY

ZONING: AG-2
FLU: URBAN COMMUNITY

330.62'(L)

LIMIT OF CLEAR SIGHT: D_s = 225' (PER FDOT DESIGN MANUAL 212.11.1) 2

12.7'

FND 1/2" IR NO. 40.00'

40.00'

N89°01'59"E 303.00'(D)

24.00'

3.00' 3.00'

42.00'

PROP. DRY DETENTION (0.02 AC.) BOTTOM ELEV. = 3.82'

PROP. 24" WHITE STOP BAR W/ R1-1 STOP SIGN

BM#1 SET PK/TAB 5.51'

ZONING: CG
FLU: CENTRAL URBAN

STOP (R1-1)

R30.00' 6.70'

6.00' 4.00'

PROP. 24" WHITE STOP BAR W/ R1-1 STOP SIGN

PROP. 5' SIDEWALK

PROP. 12" WHITE CROSS WALK STRIPING (PER FDOT STD PLANS 711-001)

ADA DETECTABLE WARNING MAT - WET SET (TYP.) (PER FDOT STD. PLANS 522-002) 1

R5.00' R10.00'

20.00'

10.00'

PROP. 85 S.F. TRASH ENCLOSURE (SEE DETAIL - SHEET 8) 3

R30.00'

24.00'

87.00' R5.00'

PROP. A/C CONCRETE PAD (TYP.) 1

524.27'

EX. WELL

PROP. 20'x20' OFFICE BUILDING (400 S.F.) F.F.E. = 8.05'

PROPERTY BOUNDARY

4.75'

18.00' 18.00'

2.00' (TYP.)

PROP. H/C SIGN, SYMBOL AND STRIPING

ZONING: C-1A
FLU: URBAN COMMUNITY

GARDEN CENTER DISPLAY AREA (18,821 S.F. / 0.43 AC.)

5.00'

7.00' SIDEWALK EASEMENT

159 L.F. 15' TYPE "D" BUFFER

PROP. 6" WHEEL STOP (TYP.)

R1.00'

R3.00'

25.00' BLDG. SETBACK

PROP. 20'x20' OFFICE BUILDING (400 S.F.) F.F.E. = 8.05'

SURFACED WITH POROUS GROUND COVER FABRIC / WEED BARRIER

EX. BORROW PIT (TO REMAIN UNDISTURBED)

EX. BORROW PIT (TO REMAIN UNDISTURBED)

PROP. 5.00' SIDEWALK

PROP. 4" WHITE STRIPE (TYP.)

PROP. BIKE RACK (SEE DETAIL SHEET 8) 2

24.85'

66.00' R.O.W.

ZONING: C-1A
FLU: CENTRAL URBAN

BM#2 SET PK/TAB 5.66'

CASE II OBJECT MARKERS 9 BUTTON RED REFLECTIVE PER FDOT STD. PLANS 700-109

ZONING: C-1A
FLU: URBAN COMMUNITY

ELECTRIC BOX

EX. 6" CLEAN-OUT

5' WALK

175 L.F. 5' TYPE "A" BUFFER

PROP. 24' INGRESS / EGRESS CROSS ACCESS EASEMENT 2

PROP. PHASE 2 FUTURE INTERCONNECT 3

LIMIT OF CLEAR SIGHT: D_s = 355' (PER FDOT DESIGN MANUAL 212.11.1) 2

15.2'

FND 5/8" IR/CAP (6690)

990.89'(M) 991.02'(C) S33°E

ALL STRIPING IN THE PUBLIC RIGHT OF WAY LIMITS SHALL BE THERMOPLASTC 1

BERM

EDGE OF BERM

S89°08'19"W 631.29'(D)

10.00' DISPLAY AREA SETBACK

ZONING: IL
FLU: URBAN COMMUNITY

PROPERTY BOUNDARY

NO BUFFER REQUIRED

EDGE OF BERM

WITNESS FND 1/2" IR/CAP (2239)

NOT PLATTED

APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

ELEVATIONS DEPICTED ARE N.A.V.D. 1988 DATUM

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37573

MAASTRICHT ENGINEERING
2700 CYPRESS TRACE PARKWAY, SUITE 201 ● FORT MYERS, FL 33907 ● (239) 362-1625 ● FAX # 362-1627

DEVELOPER:
KEVIN HIMSCHOOT
15855 PINE RIDGE ROAD
FORT MYERS, FL 33908

REVISION DESCRIPTION	BY	DATE
TAH PER LEE COUNTY LETTER DATED JUNE 2019	TAH	06-06-19
JCU REVISED PER COUNTY COMMENTS	JCU	09-06-19
JCU REVISED PER COUNTY COMMENTS	JCU	11-12-19

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

SITE DIMENSION PLAN

SHEET 4 OF 11

Y:\CAD\2018\18-133\PLOT\04 18-133 SITE PLAN.dwg Friday, November 22, 2019 1:04:46 PM

DES2024-00003 Lee County ePlan

Original application dated 07-01-2024

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

PROPOSED STRUCTURE TABLE

S-01 PROP. TYPE "C" INLET (FDOT STD. PLANS 425-052) GRATE ELEV. = 5.40' I.E. (N.) = 2.90'	S-06 PROP. FDOT M.E.S. (FDOT STD. PLANS 430-021) I.E. (E.) = 3.28'	S-11 (OCS #1) PROP. MODIFIED TYPE "C" INLET GRATE ELEV. = ' 3" DIA. BLEEDER (I.E. = 2.82' NAVD) 12" DIA. OUTFALL PIPE (EAST) I.E. = 1.75' NAVD
S-02 PROP. TYPE "C" INLET (FDOT STD. PLANS 425-052) GRATE ELEV. = 3.82' I.E. (S.) = 1.60'	S-07 PROP. FDOT M.E.S. (FDOT STD. PLANS 430-021) I.E. (W.) = 3.32'	S-12 PROP. 12" FDOT ENDWALL (FDOT STD. PLANS 430-030) I.E. (W.) = 0.00'
S-03 PROP. TYPE "C" INLET (FDOT STD. PLANS 425-052) GRATE ELEV. = 3.82' I.E. (S.) = 1.60'	S-08 PROP. TYPE "C" INLET (FDOT STD. PLANS 425-052) GRATE ELEV. = 6.00' I.E. (E.) = 3.32' I.E. (SW.) = 3.32'	S-13 PROP. FDOT M.E.S. (1) (FDOT STD. PLANS 430-021) I.E. (N.) = 3.38'
S-04 PROP. TYPE "C" INLET (FDOT STD. PLANS 425-052) GRATE ELEV. = 3.82' I.E. (N.) = 1.50' I.E. (E.) = 3.82'	S-09 PROP. TYPE "C" INLET (FDOT STD. PLANS 425-052) GRATE ELEV. = 3.85' I.E. (SE.) = 1.00'	S-14 PROP. FDOT M.E.S. (1) (FDOT STD. PLANS 430-021) I.E. (S.) = 3.38'
S-05 PROP. FDOT M.E.S. (FDOT STD. PLANS 430-021) I.E. (W.) = 3.32'	S-10 PROP. FDOT M.E.S. (FDOT STD. PLANS 430-021) I.E. (N.) = 3.32'	S-15 PROP. 15" FDOT ENDWALL (FDOT STD. PLANS 430-030) (3) I.E. (W.) = (-)1.00'

SURFACE WATER MANAGEMENT PARAMETERS

(PER SFWMD #36-XXXXX-P PERMIT)

DRAINAGE BASIN	BASIN 1
CONTROL ELEVATION (FT. NAVD)	2.82'
5 YEAR, 1 DAY STORM EVENT PERMITTED PEAK STAGE (FT. NAVD)	5.35'
25 YEAR, 3 DAY STORM EVENT PERMITTED PEAK STAGE (FT. NAVD)	6.02'
100 YEAR, 3 DAY STORM EVENT PERMITTED PEAK STAGE (FT. NAVD)	6.60'
5 YEAR, 1 DAY RAINFALL	5.50"
5 YEAR, 1 DAY PEAK DISCHARGE	0.38 C.F.S.
25 YEAR, 3 DAY RAINFALL	11"
25 YEAR, 3 DAY PEAK DISCHARGE	0.35 C.F.S.
100 YEAR, 3 DAY RAINFALL	14"
FEMA FLOOD ZONE AE-7.0	7.00'
MINIMUM BERM ELEVATION (FT. NAVD)	6.10'
O.C.S. #1 GRATE ELEV. (FT. NAVD)	6.05'
MINIMUM FINISHED FLOOR ELEV. (FT. NAVD) FEMA EL. +1	8.00'
MINIMUM PARKING LOT ELEV. (FT. NAVD)	5.40'
MINIMUM FINISHED FLOOR STREET CENTERLINE +1.5'	7.41'

REQUIRED PERMITS

LEE COUNTY DEVELOPMENT ORDER: DOS2019-XXXXX

SFWMD - 10-2 PERMIT: TBD

SFWMD - WUP: TBD

LEE COUNTY UTILITIES PERMIT: TBD .

NPDES - FDEP POLLUTION PREVENTION PERMIT: TBD .

NOTES

1). THERE ARE NO POTENTIAL IMPACTS TO SURFACE WATER OR GROUNDWATER RESULTING FROM THIS PROJECT.

2). MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IS THE RESPONSIBILITY OF THE OWNER.

3). THE PROPOSED DEVELOPMENT IS NOT LOCATED WITHIN AN AIRPORT OBSTRUCTION NOTIFICATION AREA.

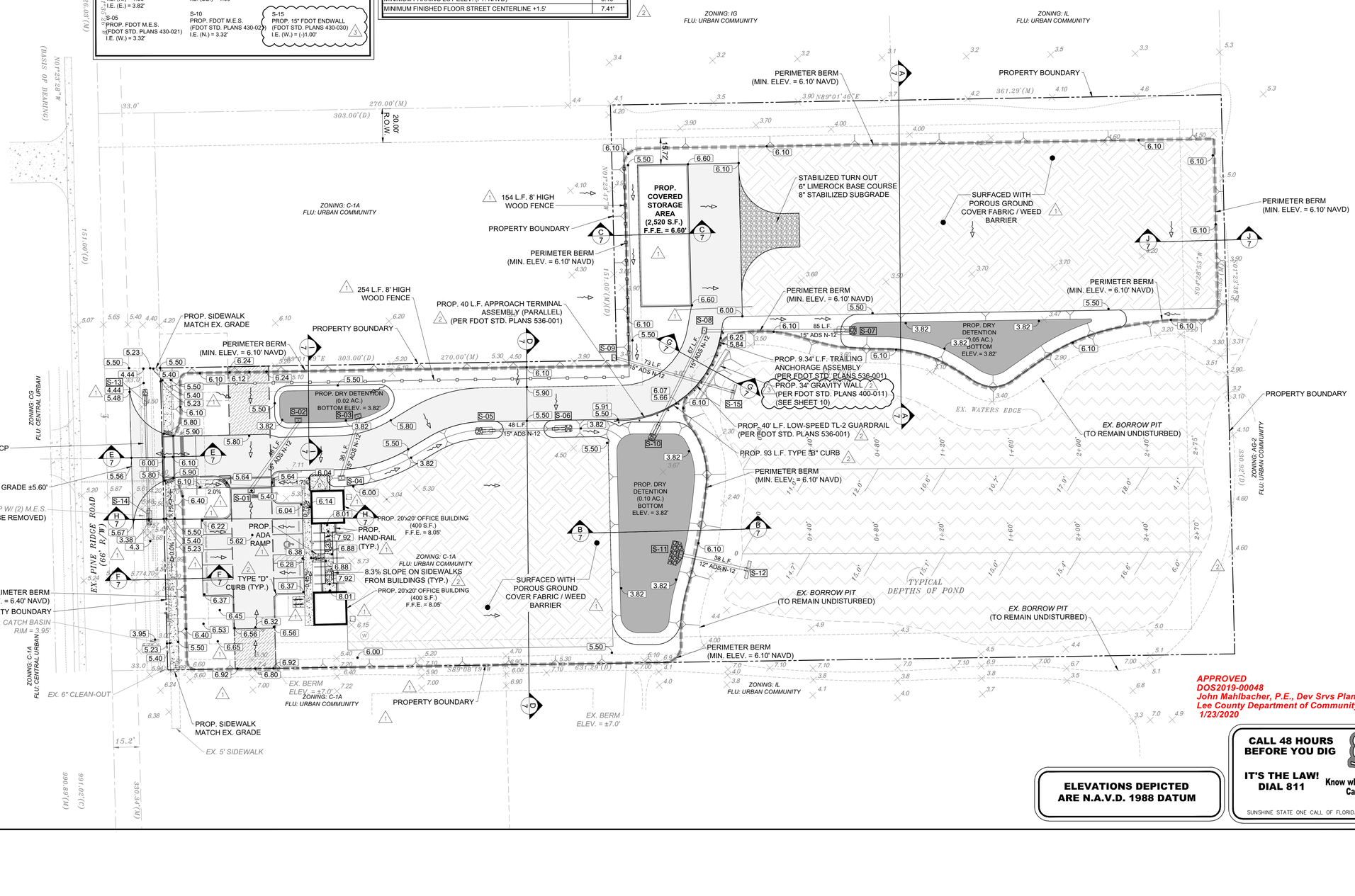
4). FACILITY IS DESIGNED TO BE IN COMPLIANT WITH A.D.A. GUIDELINES.

LEGEND:

- PROP. PAVEMENT
- PROP. DRY DETENTION
- PROP. STAGING/DISPLAY AREAS
- PROP. BERM
- EX. LAKE

0 15 30

1" = 30' (24"x36")
1" = 60' (11"x17")



APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

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DEVELOPER:
KEVIN HIMSCHOOT
15855 PINE RIDGE ROAD
FORT MYERS, FL 33908

DATE	BY	REVISION DESCRIPTION
06-06-19	TAH	PER LEE COUNTY LETTER DATED JUNE 2019
09-06-19	JCU	REVISED PER COUNTY COMMENTS
11-21-19	JCU	REVISED PER COUNTY COMMENTS

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

GRADING, PAVING & DRAINAGE PLAN

SHEET 5 OF 11

Y:\CAD\2018\18-133\PLOT\05 18-133 GPD PLAN2.dwg Monday, December 16, 2019 12:21:46 PM

DEV2019-00048 Lee County ePlan

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FIRE FLOW TEST

IONA McGREGOR FIRE DISTRICT
FIRE PREVENTION / PUBLIC EDUCATION DIVISION

6061 SOUTH POINTE BLVD
FORT MYERS, FLORIDA 33919

Invoice #	19031214001
Invoice Date	3/12/2019
Balance Due	**$55.00**
Due Date	4/11/2019

Please remit payment with a copy of this invoice.
Check or Money Order payable to **Iona McGregor Fire District**.

Note: For invoices regarding Community Development permits, FIRE FINAL will be issued upon receipt of inspection fee.

STOKES MARINE
10955 PINE RIDGE Road
Fort Myers FL 33908

INVOICE

STOKES MARINE
10955 PINE RIDGE Road
Fort Myers FL 33908

Invoice #19031214001
3/12/2019

Description	Amount Owed	Amount Paid
Water Flow Test inspection. 60 PSI STATIC 53 PSI RESIDUAL 48 PSI PITOT. 1163 GPM 2980 GPM A @20 PSI	$55.00	
Subtotal:	$55.00	$0.00
Balance Due	**$55.00**	

If you have any questions regarding this invoice please contact: **Fire Prevention offices at 239-425-9334** / FirePrevention@IonaFire.com.
or
For course fee questions, Community **Education Coordinator direct at 239-425-9316**

Inspector:
Philip Daniels 3/12/2019

FIRE FLOW CALCULATIONS

BASED ON NFPA 1 - FIRE CODE - LATEST EDITION, CHAPTER 18, TABLE 18.4.5.1.2 * MINIMUM REQUIRED FIRE FLOW AND FLOW DURATION FOR BUILDINGS*. A MINIMUM OF 1,500 GPM IS REQUIRED FOR BUILDINGS 0 - 3,600 S.F. (BLDG. TOTAL = 400 S.F.) FOR TYPE V (000) CONSTRUCTION (PER NFPA 220).

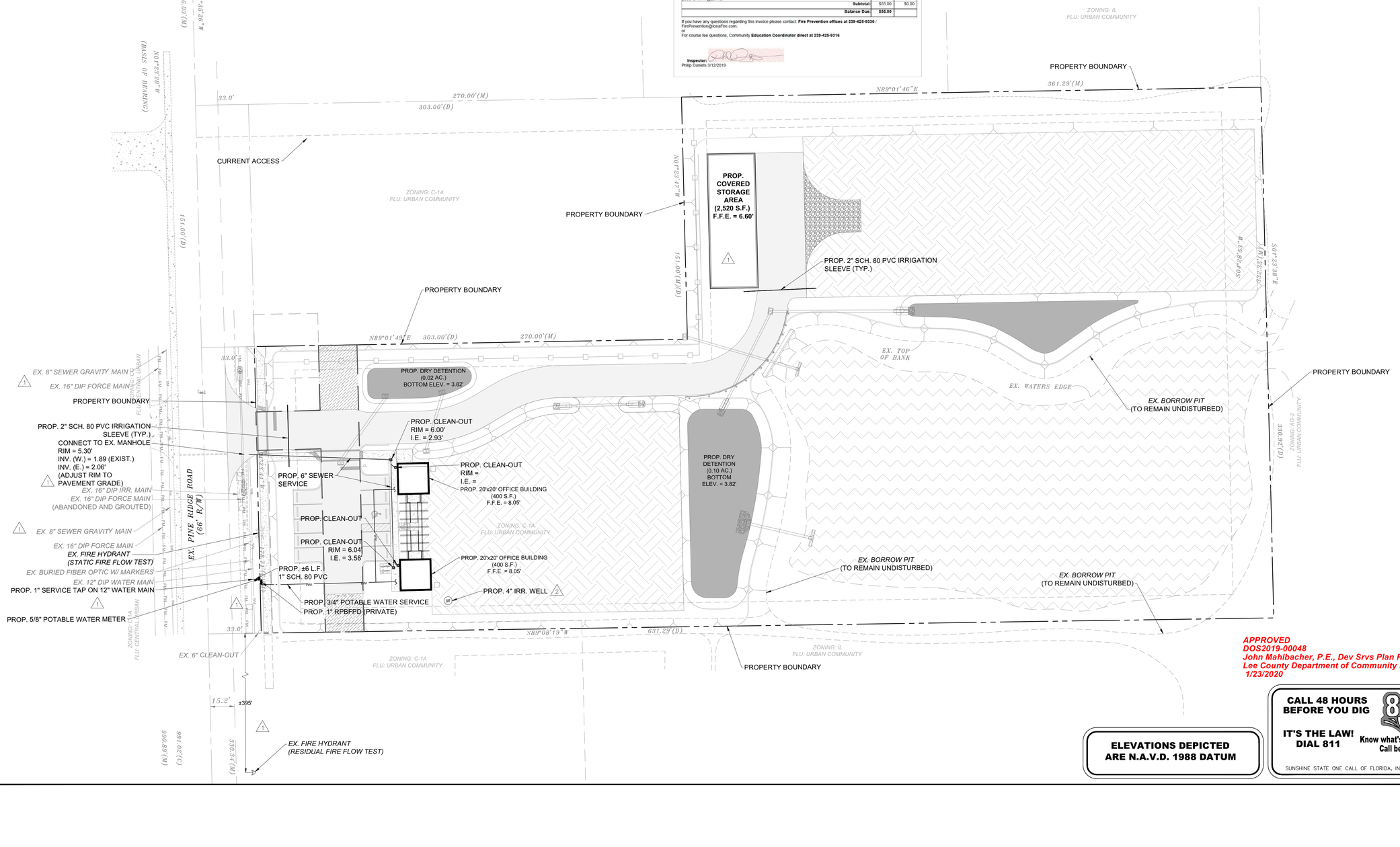
FIRE FLOW REQUIRED = 1,500 GPM @ 20 PSI
FIRE FLOW AVAILABLE = 2,980 GPM @ 20 PSI

LEGEND:

- PROP. PAVEMENT
- PROP. DRY DETENTION
- PROP. STAGING/DISPLAY AREAS
- EX. LAKE

N

0 15 30
1" = 30' (24"x36")
1" = 60' (11"x17")



APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

ELEVATIONS DEPICTED ARE N.A.V.D. 1988 DATUM

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37573

MAASTRICHT ENGINEERING
2700 CYPRESS TRAIN PARKWAY, SUITE 211 ● FORT MYERS, FL 33907 ● 239.790.7626 ● FAX # 239.790.7627

DEVELOPER:
KEVIN HIMSCHOOT
15855 PINE RIDGE ROAD
FORT MYERS, FL 33908

DESCRIPTION	DATE	BY
REVISION		
PER LEE COUNTY LETTER DATED JUNE 2019	06-06-19	TAH
COMMENTS	09-06-19	JCU
REVISED PER COUNTY COMMENTS		

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

UTILITY PLAN

SHEET 6 OF 11

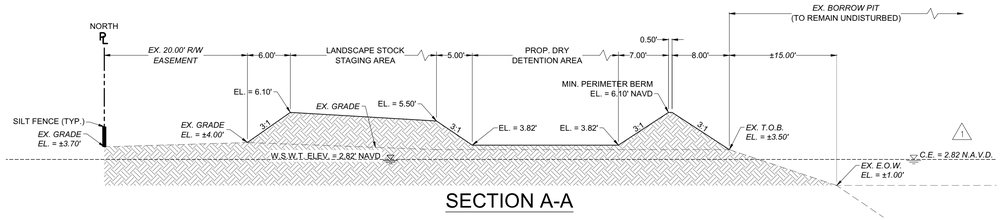
Y:\CAD\2018\18-133\PLOT\06 18-133 UTILITY PLAN.dwg Friday, November 22, 2019 11:05:11 AM

DOS2019-00048 Lee County ePlan

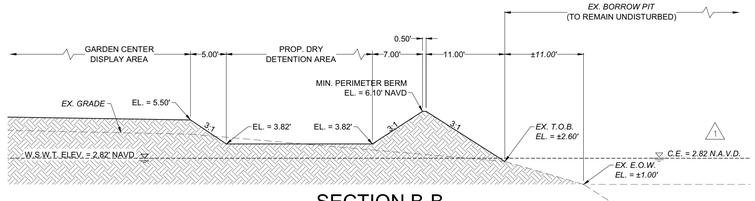
Original application dated 07-01-2024

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SCALE:
1" = 10' (HORIZ.) (24"x36")
1" = 5' (VERT.) (24"x36")
1" = 20' (HORIZ.) (11"x17")
1" = 10' (VERT.) (11"x17")



SECTION A-A



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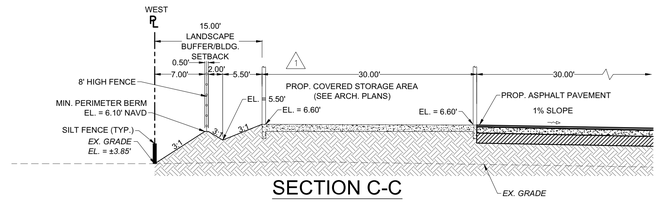
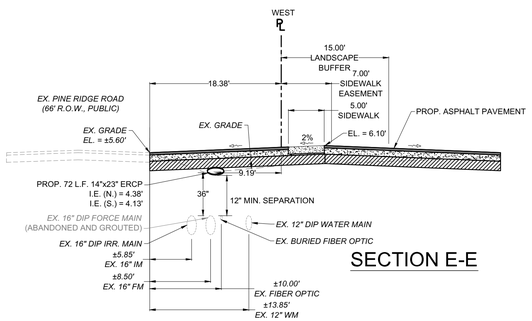
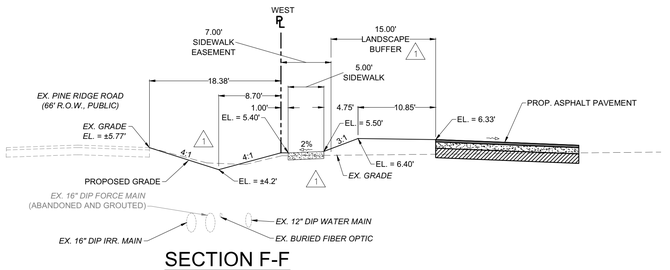


SECTION C-C

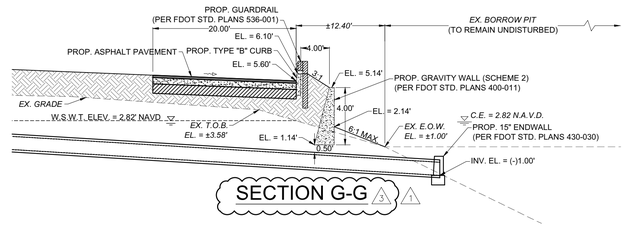
SECTION D-D



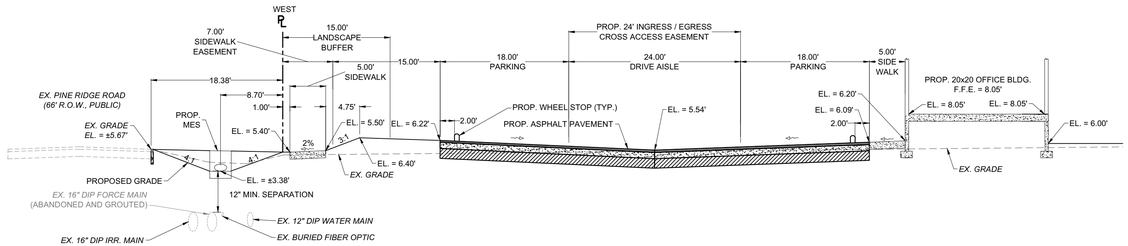
SECTION E-E



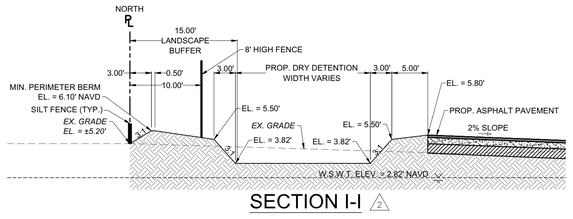
SECTION F-F



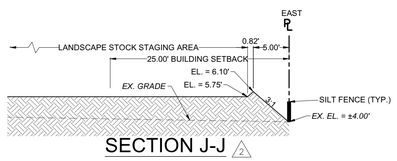
SECTION G-G 3 1



SECTION H-H 1 2



SECTION I-I 2



SECTION J-J 2

APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37573

MAASTRICHT ENGINEERING
3705 CLEVELAND AVENUE, SUITE 201 ● FORT MYERS, FL 33901 ● 239.362.9626 ● FAX # 239.362.9627

DEVELOPER:
KEVIN HIMSCHOOT
15855 PINE RIDGE ROAD
FORT MYERS, FL 33908

DATE	BY	REVISION DESCRIPTION
05-06-19	TAH	PER LEE COUNTY LETTER DATED JUNE 2019
09-06-19	JCU	REVISED PER COUNTY COMMENTS
11-22-19	JCU	REVISED PER COUNTY COMMENTS

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

CROSS SECTIONS

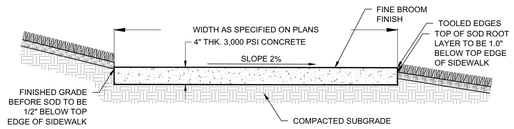
SHEET 7 OF 11

Y:\CAD\2018\18-133\PLOT\07 18-133 CROSS SECTIONS.dwg Monday, December 16, 2019 12:22:42 PM

DEV2024-00003 Lee County ePlan

Original application dated 07-01-2024

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

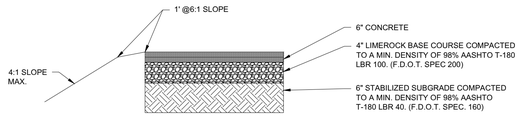


SIDEWALK SECTION

N.T.S.

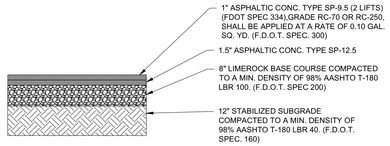
NOTES:

1. CONCRETE TO BE F.D.O.T. CLASS I, 3,000 PSI MINIMUM, WITH 1-1/2" DEEP CONTRACTION JOINTS AT 5' INTERVALS.



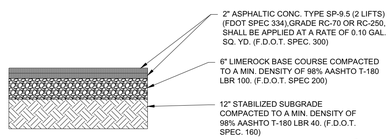
SIDEWALK DETAIL (WITHIN COUNTY R/W) 1

N.T.S.



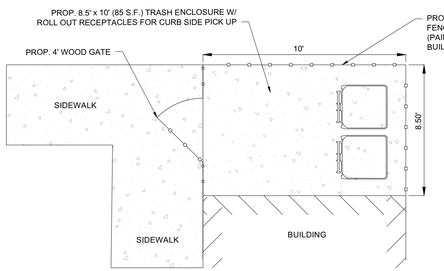
PAVEMENT DETAIL (WITHIN COUNTY MAINTAINED R/W & EASEMENTS) 1 3

N.T.S.



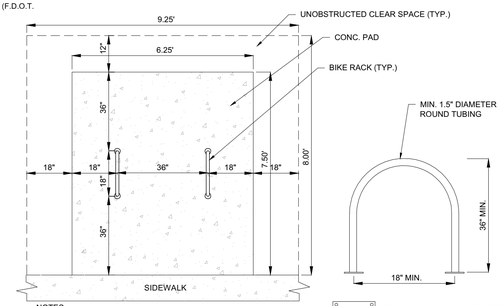
PAVEMENT DETAIL (ON SITE) 1

N.T.S.



TRASH ENCLOSURE DETAIL 3

N.T.S.



NOTES:

1. LOCATE RACKS PER SITE PLAN.
2. MOUNT RACKS ON CONCRETE FOUNDATIONS MEETING SIDEWALK DETAIL.
3. ANCHOR RACKS TO CONCRETE WITH FLANGE AND RAMSET BOLTS PER MANUFACTURER'S RECOMMENDATIONS.
4. RACKS SHALL HAVE A POWDER COAT OR OTHER WEATHER-PROOF SURFACE AS APPROVED BY THE TRANSPORTATION OFFICIAL.
5. EACH RACK TO HAVE 3' MINIMUM CLEARANCE.

(2) 6" x 6" x .375" MIN. SQUARE FLANGE MOUNTING PLATE WITH (4) 5/8" DIAMETER MOUNTING HOLES.

SCHEDULE 40 PIPE (ASTM F 1083) BENT IN ONE PIECE.

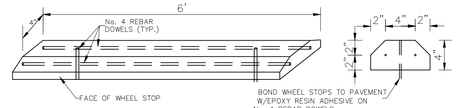
MOUNT SECURELY TO CONC. W/ 3/8" THICK STEEL BASE PLATE (ASTM A 36) CAPABLE OF SECURING THE BICYCLE FRAME AND BOTH WHEELS.

BIKE RACK DETAIL 3

N.T.S.

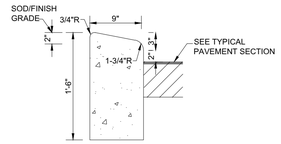
R1-1 STOP SIGN

N.T.S.



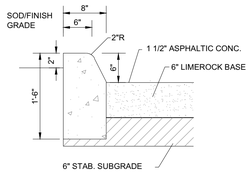
6' PRE-CAST CONCRETE WHEEL STOP

N.T.S.



TYPE "B" CURB

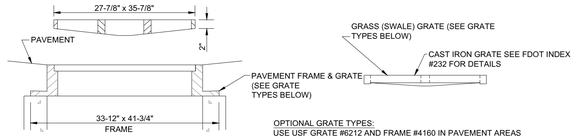
N.T.S. 2



TYPE "D" CURB

CB-TYPD.dwg (2008)

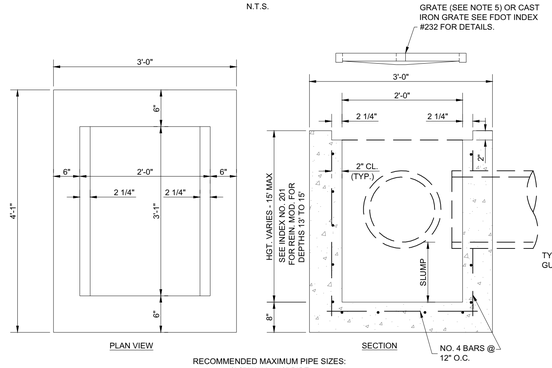
N.T.S. 2



OPTIONAL GRATE TYPES:
USE USF GRATE #6212 AND FRAME #4160 IN PAVEMENT AREAS
USE USF GRATE #6210 IN GRASS AREAS
USE USF GRATE #6209 LONG SPAN IN GRASS AREAS

INLET TYPE C FRAME & GRATE DETAIL

N.T.S.



RECOMMENDED MAXIMUM PIPE SIZES:
2'-0" WALL - 18" PIPE
3'-1" WALL - 24" PIPE

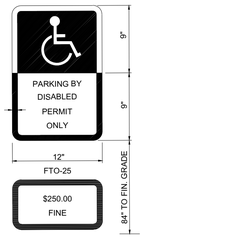
INLET NOTES:

1. REFER TO FDOT STD. PLANS 425-052 FOR ADDITIONAL AND SUPPLEMENTARY DETAILS.
2. STRUCTURES MAY BE CAST IN PLACE OR PRE CAST WITH CLASS 1 (MIN 3000 PSI) CONCRETE PER FDOT SECTION 425. CONCRETE AS SPECIFIED BY ASTM C-478 (MIN 4000 PSI) MAY BE USED IN PRE CAST ITEMS MANUFACTURED IN PLANTS AS SPECIFIED IN FDOT STD. PLANS 425-052.
3. R.C.P. SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO F.D.O.T. SEC. 941.
4. PLACE SOD 4' ON ALL SIDES OF INLET IN GREEN AREAS UNLESS OTHERWISE NOTED.
5. FOR "C" INLETS USE USF GRATE #6212 AND FRAME #4160 FOR PAVEMENT AREAS. USE USF GRATE #6210 OR #6209 (LONG SPAN) FOR GRASSED AREAS.
6. ALL INLET GRATES SHALL BE COVERED WITH FILTER FABRIC DURING CONSTRUCTION. *AT INLETS INDICATED WITH SUMP, SEE PLANS.

TYPE 'C' INLET

F.D.O.T. STD. PLANS INDEX 425-052

N.T.S.

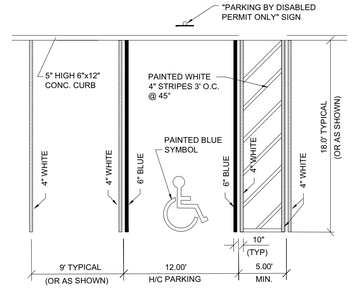


ALL LETTERS ARE 1" SERIES 'C'. TOP PORTION OF SIGN SHALL HAVE A REFLECTIVE BLUE BACKGROUND W/ WHITE REFLECTIVE LEGEND & BORDER.

BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTIVE WHITE BACKGROUND W/ BLACK OPAQUE LEGEND & BORDER.

HANDICAP SIGN

N.T.S.

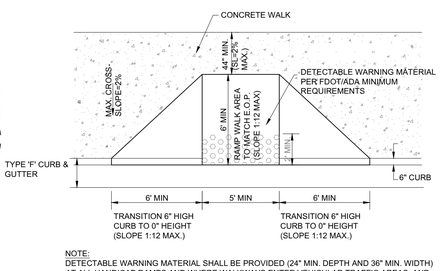


STRIPING NOTES:

1. ALL PAVEMENT MARKING AND STRIPING WITHIN SITE SHALL BE IN ACCORDANCE WITH M.U.T.C.D.
2. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE TWO (2) COATS OF TRAFFIC REFLECTIVE PAINT (F.D.O.T. SECT. #710) UNLESS OTHERWISE NOTED ON PLANS OR SPECIFICATION.
3. ALL MARKING WITHIN A PUBLIC R/W SHALL BE IN THERMOPLASTIC (F.D.O.T. SECT#711).
4. ALL EXISTING PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH EXISTING PAVEMENT MARKINGS SHALL BE REMOVED BY HYDROBLASTING.

TYPICAL STRIPING DETAIL

N.T.S.



NOTE:
DETECTABLE WARNING MATERIAL SHALL BE PROVIDED (24" MIN. DEPTH AND 36" MIN. WIDTH) AT ALL HANDICAP RAMPS AND WHERE WALKWAYS ENTER VEHICULAR TRAFFIC AREAS, AND SHALL MEET MINIMUM FDOT/ADA REQUIREMENTS. REFER TO FDOT STD. PLANS 522-002 FOR ADDITIONAL STRIPING, DETECTABLE WARNING DETAILS AND NOTES.

HANDICAP RAMP

N.T.S.

APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

DATE	BY	REVISION DESCRIPTION
06-06-19	TAH	PER LEE COUNTY LETTER DATED JUNE 2019
09-06-19	JCU	REVISED PER COUNTY COMMENTS
11-04-19	JCU	REVISED PER COUNTY COMMENTS

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37573

MAASTRICHT ENGINEERING
2700 CYPRESS TRACE PARKWAY, SUITE 211 ● FORT MYERS, FL 33907 ● 239.362.4626 ● FAX # 239.362.4627

DEVELOPER:
KEVIN HIMSCHOOT
15855 PINE RIDGE ROAD
FORT MYERS, FL 33908

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

GRADING, PAVING & DRAINAGE DETAILS

SHEET 8 OF 11

Y:\CAD\2018\18-133\PLOT\08-09 18-133 DRAINAGE DETAILS.dwg Monday, December 16, 2019 12:22:36 PM

DEV2024-00003 Lee County ePlan

Original application dated 07-01-2024

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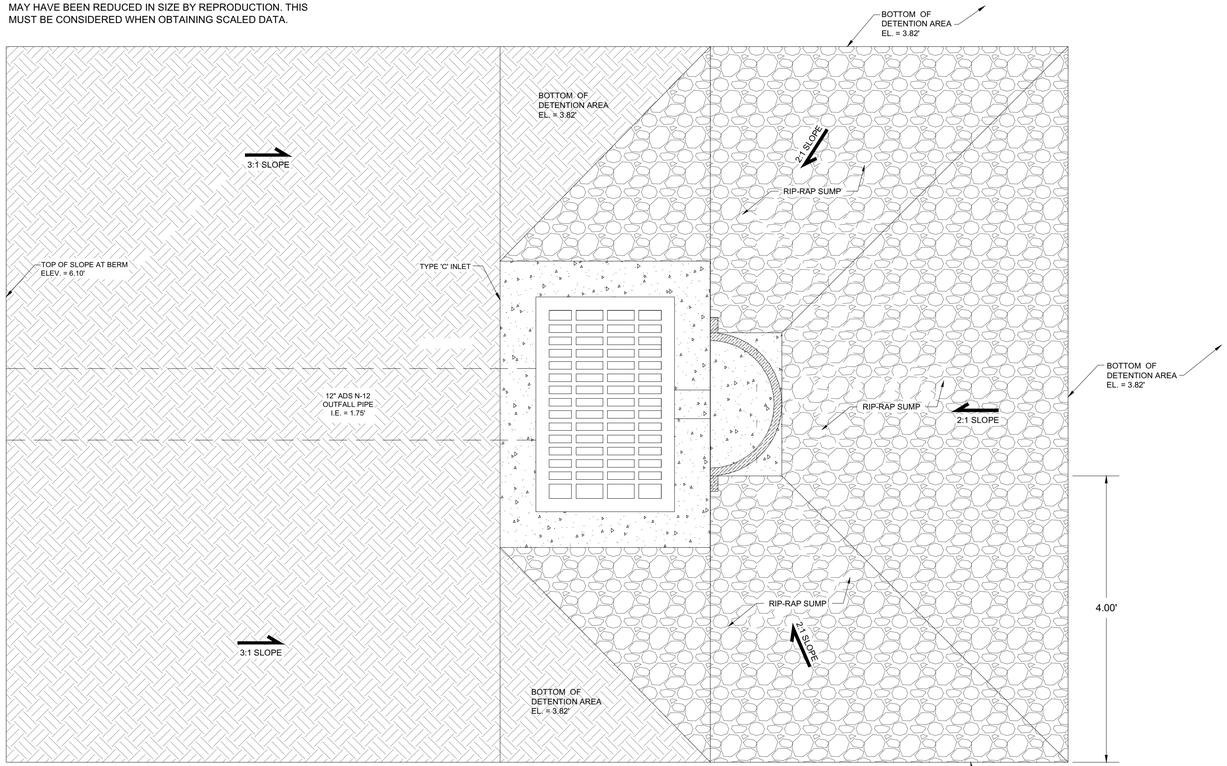
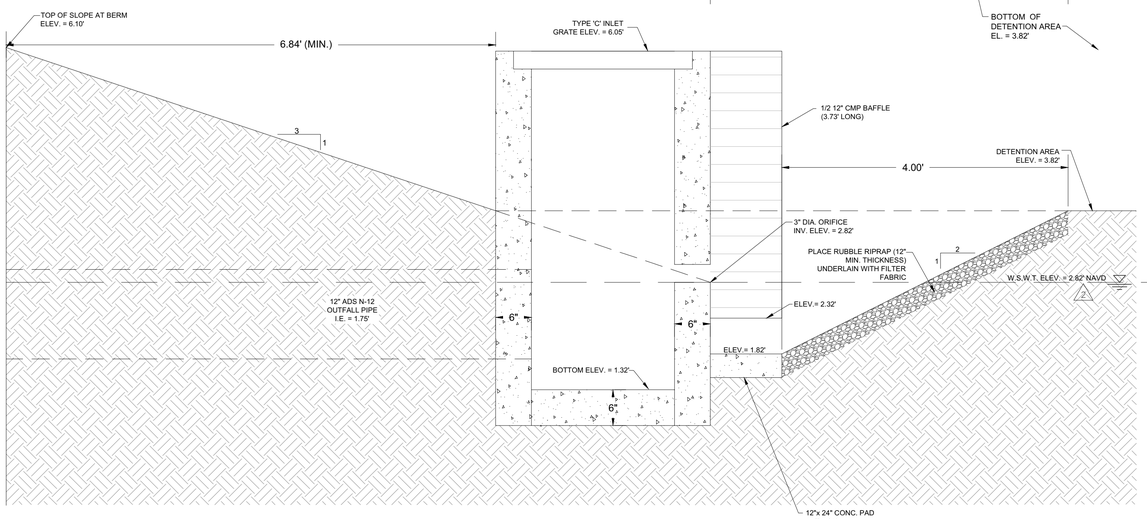


TOP VIEW

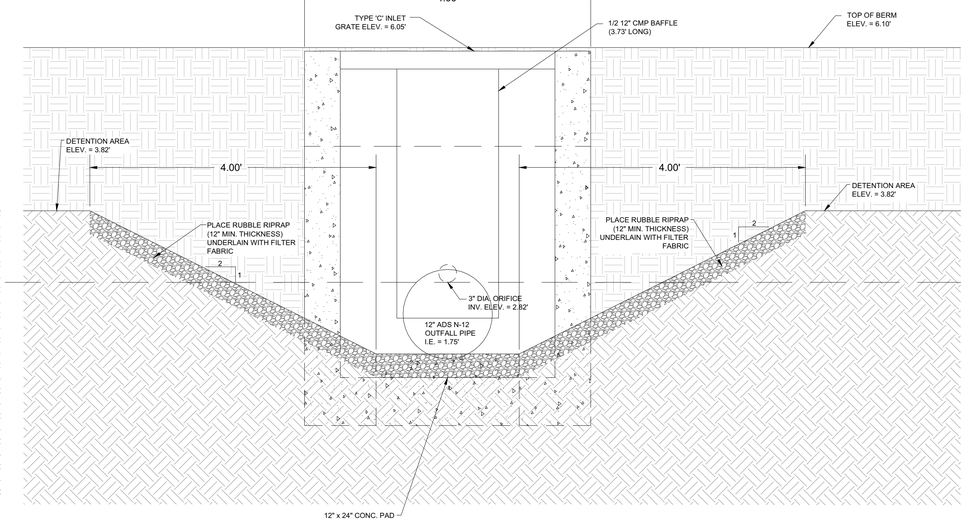


CROSS SECTION

MODIFIED FDOT TYPE 'C' INLET

OUTFALL CONTROL STRUCTURE #1 (S-11)

1" = 2' (11"x17")
1" = 1' (24"x36")



FRONT VIEW

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John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

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ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37573

MAASTRICHT ENGINEERING
3705 COLLEGE PARKWAY, SUITE 211 ● FORT MYERS, FL 33907 ● 239.790.7626 ● FAX # 239.790.7627

DEVELOPER:
KEVIN HIMSCHOOT
15855 PINE RIDGE ROAD
FORT MYERS, FL 33908

DATE	BY	REVISION DESCRIPTION
09-05-19	JCU	REVISED PER COUNTY COMMENTS

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

GRADING, PAVING & DRAINAGE DETAILS

SHEET 9 OF 11

Y:\CAD\2018\18-133\PLOT\08-09 18-133 DRAINAGE DETAILS.dwg Monday, December 16, 2019 12:22:36 PM

DES2019-00048 Lee County ePlan

Original application dated 07-01-2024

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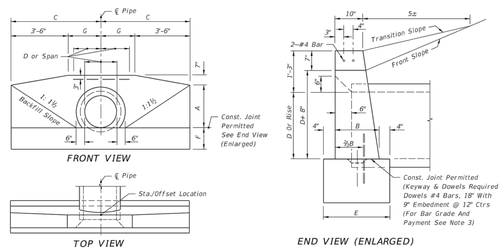
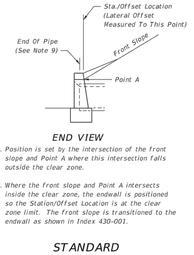
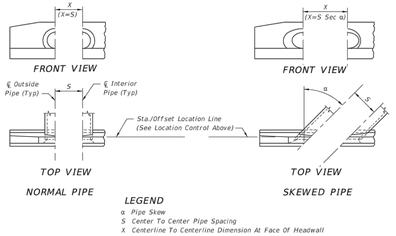




1. Position is set by the intersection of the front slope and Point A where this intersection falls outside the clear zone.
2. Where the front slope and Point A intersects inside the clear zone, the endwall is positioned so the Station/Offset Location is at the clear zone limit. The front slope is transitioned to the endwall as shown in Index 430-001.

STANDARD LOCATION CONTROL

ENDWALL DIMENSIONS (EXCLUSIVE OF MULTIPLE PIPE SPACING)



LEGEND

α Pipe Skew
S Center To Center Pipe Spacing
X Centerline To Centerline Dimension At Face Of Headwall

PIPE AND SPACING FOR MULTIPLE PIPE ENDWALL POSITIONS FOR SINGLE AND MULTIPLE

GENERAL NOTES

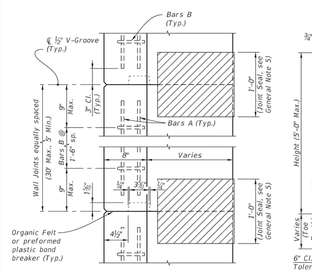
1. Endwall dimensions, locations and positions are for round and elliptical concrete pipe and for round and pipe-arch corrugated metal pipe. Round concrete pipe shown.
2. Front slope and ditch transitions shall be in accordance with Index 430-001.
3. Endwalls may be cast in place or precast concrete. Reinforcing steel shall be Grades 40 or 60. Additional reinforcement necessary for handling precast units shall be determined by the Contractor or the supplier. Cost of reinforcement shall be included in the contract unit price for Concrete, (Endwalls).
4. All exposed corners and edges of concrete are to be chamfered ¾".
5. Concrete shall be Class I, except ASTM C478 (4000 psi) concrete may be substituted for precast items manufactured in plants meeting the requirements of Section 449 of the Specifications.
6. On outfall ditches with side slopes flatter than 1:1½ provide 20' transitions from the endwall to the flatter side slopes, right of way permitting.
7. For sodding around endwalls see Index 524-001.
8. Payment for concrete quantities for endwalls skewed to the pipe shall be made on the following basis:

Endwall Skew to Pipe	Use Tabulated Value
0° to 5°	0°
6°	15°
16°	30°
31° or over	45°

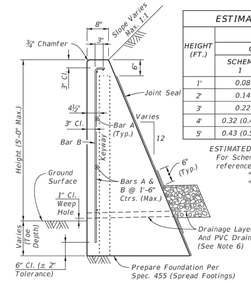
9. Pipe length plan quantities shall be based on the pipe end locations shown in the standard location control end view, or lengths based on special endwall locations called for in the plans.
10. Payment for pipe in pipe culverts shall be based on plan quantities, adjusted for endwall locations subsequently established by the Engineer.
11. Endwalls to be paid for under the contract unit price for Class I Concrete (Endwalls), CY.

LAST REVISION	DESCRIPTION:	FDOT FY 2019-20 STANDARD PLANS	STRAIGHT CONCRETE ENDWALLS SINGLE AND MULTIPLE PIPE	INDEX	SHEET
11/01/17				430-030	1 of 2

10/26/2018 8:59:44 AM



KEYWAY & WALL JOINT DETAIL (TOP VIEW)



TYPICAL SECTION C-I-P CONCRETE GRAVITY WALL

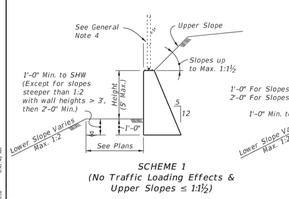
ESTIMATED QUANTITIES FOR C-I-P WALL

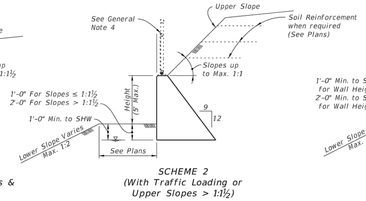
HEIGHT (FT.)	PER LINEAR FOOT OF WALL — CLASS NS CONCRETE (CY) SCHEME 1	SCHEME 2	SCHEME 3**	REINF. STEEL (LB.)	WEEP HOLES & DRAIN REQD.
1'	0.08	0.11 (0.20*)	0.03	3 (4*)	No
2'	0.14	0.20 (0.32*)	0.09	4 (5*)	No
3'	0.22	0.32 (0.47*)	0.29	5 (6*)	Yes
4'	0.32 (0.43*)	0.47 (0.65*)	0.43	6 (7*)	Yes
5'	0.43 (0.55*)	0.65 (0.85*)	0.60	7 (8*)	Yes

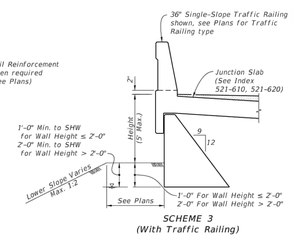
ESTIMATED QUANTITIES NOTES:
For Scheme 3 Junction Slab and Traffic Railing see the referenced Index for estimated quantities.
* Quantity for 2'-0" Toe Depth.
** Quantity for Scheme 3 assumes 1'-3" thick coping above Gravity Wall.

GENERAL NOTES

1. C-I-P Gravity Walls constructed as extensions of reinforced concrete retaining walls, except walls of proprietary designs, shall have the same face texture and finish as the reinforced concrete retaining wall.
2. Concrete for Gravity Wall shall be Class NS per Section 347. Concrete for Scheme 3 Junction Slab and Traffic Railing shall be Class II per Section 346, unless otherwise specified in the plans.
3. Reinforcing steel shall meet the requirements of Specification Section 931 (Grade 40 or 60). Smooth or Deformed Welded Wire Reinforcement (WWR) may be substituted on an equal area basis. Do not increase bar/wire spacing for Grade 60 reinforcing steel or WWR.
4. When required, for adjunct guiderail, see Index 515-070 or 515-080 as appropriate. For adjunct Type B fence see Index 550-002.
5. Joint Seal: Organic Felt bond breaker in accordance with Specification Section 400 or Type D-5 geotextile fabric in accordance with Specification Section 985. Map all contact surfaces of concrete and Organic Felt or geotextile fabric with cut-back asphalt. Stop Organic Felt or geotextile fabric 6" below top of wall.
6. Provide a continuous 1'x1' clean gravel or crushed rock drain for wall heights 3 ft. and higher. Wrap drainage layer as shown, with Type D-3 geotextile fabric in accordance with Specification Section 985. Provide 8"x8" galvanized mesh with ½" openings, at the inside end of the PVC Drain Pipe. Provide 2" Ø PVC Drain Pipe (Sch. 40) at 10 ft. max. spacing (when Drainage Layer is required). Locate outermost edge of Drain Pipe a minimum of 2'-0" from wall joints.
7. Cost of reinforcing steel, face texture, finish, joint seal, drain pipes, drainage layer, galvanized mesh and geotextile fabric to be included in the Contract Unit Price for Concrete Class NS, Gravity Wall. Cost of concrete for Junction Slab in Scheme 3, to be included in Contract Unit Price for Concrete Traffic Railing Barrier With Junction Slab. Adjunct railings or fences to be paid for separately.



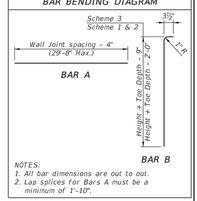




BILL OF REINFORCING STEEL

MARK	SIZE	LENGTH
A	4	As Reqd.
B	4	As Reqd.

BAR BENDING DIAGRAM



NOTES:
1. All bar dimensions are out to out.
2. Lap splices for Bars A must be a minimum of 1'-10".

LAST REVISION	DESCRIPTION:	FDOT FY 2019-20 STANDARD PLANS	GRAVITY WALL	INDEX	SHEET
11/01/17				400-011	1 of 1

10/26/2018 8:44:42 AM

APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37973

MAASTRICHT ENGINEERING
STRUCTURE PERMANENCE, ASSET VALUE ● FORT MYERS, FL 33907 ● (239) 362-1626 ● FAX # (239)

DEVELOPER:
KEVIN HIMSCHOOT
15885 PINE RIDGE ROAD
FORT MYERS, FL 33908

REVISION DESCRIPTION	BY	DATE

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

GRADING, PAVING & DRAINAGE DETAILS

SHEET 10 OF 11

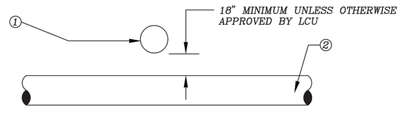
Y:\CAD\2018\18-133\PLOT\08-09 18-133 DRAINAGE DETAILS.dwg Monday, December 16, 2019 12:22:36 PM

DEV2019-00048 Lee County ePlan

Original application dated 07-01-2024

STANDARD DETAIL NO. 6.8
LEE COUNTY UTILITIES
WATER AND SEWER CROSSING DETAIL

N.T.S.

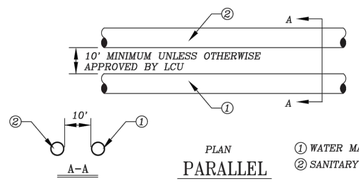


SECTION
CROSSINGS

① WATER MAIN
② SANITARY SEWER MAIN

NOTE: IF LESS THAN 18" CLEARANCE ENCASE WATER MAIN IN STEEL CASING

N.T.S.



PLAN
PARALLEL

① WATER MAIN
② SANITARY SEWER MAIN

NOTE: IF LESS THAN 10' CLEARANCE ENCASE WATER MAIN IN STEEL CASING

REV: 12/10/2015

STANDARD DETAIL NO. 6.12
LEE COUNTY UTILITIES
RESTRAINED LENGTH SCHEDULE

N.T.S.

DUCTILE IRON PIPE

PIPE SIZE (Inches)	MINIMUM RESTRAINED PIPE LENGTH (FEET)					
	HORIZONTAL BENDS				DEAD END	HORIZONTAL TEE
	90°	45°	22-1/2°	11-1/4°		
4	17	7	4	2	29	6
6	23	10	5	2	40	17
8	29	12	6	3	53	29
10	35	14	7	4	63	38
12	41	17	8	4	74	49
16	51	21	11	5	94	68
24	69	29	14	7	131	105
30	81	34	17	8	156	129

PVC PIPE

PIPE SIZE (Inches)	MINIMUM RESTRAINED PIPE LENGTH (FEET)					
	HORIZONTAL BENDS				DEAD END	HORIZONTAL TEE
	90°	45°	22-1/2°	11-1/4°		
4	20	8	4	2	45	8
6	29	12	6	3	63	25
8	36	15	8	4	83	43
10	44	18	9	5	99	58
12	51	21	11	5	116	74
16	63	26	13	7	149	103
24	87	36	18	9	208	158
30	102	42	21	10	248	194

A COMPLETE JOINT RESTRAINING SCHEDULE FOR ALL ENCOUNTERED VERTICAL & HORIZONTAL BENDS, VERTICAL OFFSETS, TEES, AND DEAD ENDS SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER.

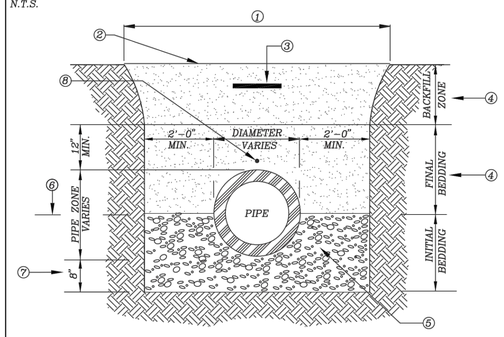
LENGTH FIGURES BASED ON FOLLOWING:

Pressure = 150 psi, FS = 1.5, trench type = 3, 30" cover on Bare pipe, Soil type = GP & SP

REV: 12/10/2015

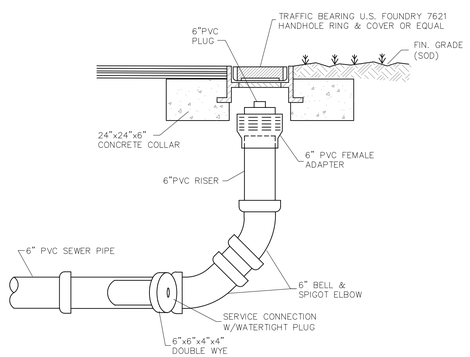
STANDARD DETAIL NO. 6.5
LEE COUNTY UTILITIES
TRENCH CROSS SECTION

N.T.S.



① EXCAVATED TRENCH
② FINISHED GRADE
③ MARKING TAPE 12" DEPTH MAX.
④ MATERIALS CLEAN DRY SAND, FINE LIME ROCK OR PIT SHELL MECHANICALLY COMPACTED IN 6" LIFTS TO AT LEAST 95% OF MAX. DENSITY, OR 98% IF UNDER PAVED AREA OF ROADWAY.
⑤ #57 STONE LOCATED UNDER PIPE OR EXISTING UNDISTURBED SUITABLE MATERIAL
⑥ SPRING LINE
⑦ STANDARD 8" MIN TRENCH UNDERCUT AND BACKFILL WITH #57 STONE COMPACTED IN 6" LIFTS ADDITIONAL UNDERCUT AND CRUSHED ROCK BEDDING FOUNDATION WHEN DIRECTED BY L.C.U. THE CONTRACTOR IS TO REMOVE UNSTABLE MATERIAL FROM THE TRENCH FOUNDATION. THEN INSTALL STABILIZED CRUSHED ROCK BACKFILL WITH #57 STONE COMPACTED IN 6" LIFTS
⑧ LOCATING WIRE IS REQUIRED FOR ALL PRESSURIZED PIPELINES.

REV: 12/10/2015

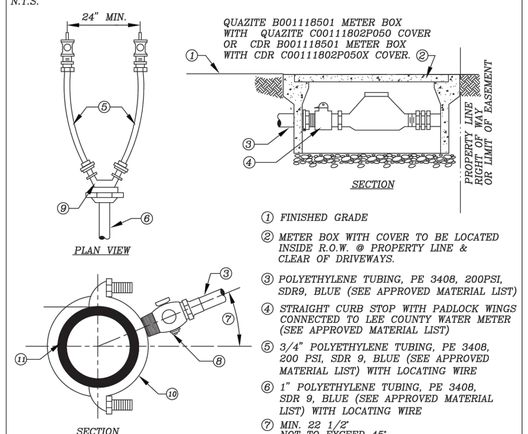


SEWER CLEAN-OUT DETAIL

N.T.S.

STANDARD DETAIL NO. 6.16
LEE COUNTY UTILITIES
WATER SERVICE INSTALLATION 5/8" THROUGH 1"

N.T.S.



① FINISHED GRADE
② METER BOX WITH COVER TO BE LOCATED INSIDE R.O.W. @ PROPERTY LINE & CLEAR OF DRIVEWAYS.
③ POLYETHYLENE TUBING, PE 3408, 200PSI, SDR9, BLUE (SEE APPROVED MATERIAL LIST)
④ STRAIGHT CURB STOP WITH PADLOCK WINGS CONNECTED TO LEE COUNTY WATER METER (SEE APPROVED MATERIAL LIST)
⑤ 3/4" POLYETHYLENE TUBING, PE 3408, 200 PSI, SDR 9, BLUE (SEE APPROVED MATERIAL LIST) WITH LOCATING WIRE
⑥ 1" POLYETHYLENE TUBING, PE 3408, SDR 9, BLUE (SEE APPROVED MATERIAL LIST) WITH LOCATING WIRE
⑦ MIN. 22 1/2° NOT TO EXCEED 45°
⑧ BALL CORPORATION STOP (SEE APPROVED MATERIAL LIST)
⑨ BRASS "Y" OR "T" CONNECT (SEE APPROVED MATERIAL LIST)
⑩ DOUBLE STRAP SERVICE SADDLE PROVIDE SPRING LOADED TAPPING SADDLE WHEN TAPPING HDPE (SEE APPROVED MATERIAL LIST)
⑪ WATER MAIN

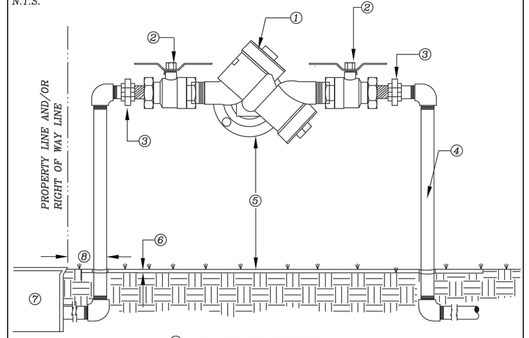
NOTES:

1. TUBING UNDER ROADWAY SHALL BE ENCASED IN 4" P.V.C. PIPE SCHEDULE 40 MINIMUM AND EXTEND 4 FEET BEYOND THE EDGES OF PAVEMENT OR BACK OF CURB.

REV: 12/10/2015

STANDARD DETAIL NO. 6.19
LEE COUNTY UTILITIES
3/4" TO 2" CROSS CONNECTION CONTROL ASSEMBLY

N.T.S.



① LCU APPROVED REDUCED PRESSURE BACKFLOW PREVENTION DEVICE (SEE APPROVED MATERIAL LIST)
② FULL FLOW BRONZE BALL VALVE
③ UNION
④ ALL PIPING AND FITTINGS SHALL BE BRASS OR COPPER
⑤ 12"MIN.-24"MAX. UNLESS OTHERWISE APPROVED BY LCU
⑥ FINISHED GRADE
⑦ METER BOX
⑧ 2' MAXIMUM

NOTES: 1. UNIONS REQUIRED
2. INITIAL AND ANNUAL DEVICE TESTING REQUIRED

REV: 12/10/2015

APPROVED
DOS2019-00048
John Mahlbacher, P.E., Dev Srvs Plan Reviewer
Lee County Department of Community Development
1/23/2020

DATE: 01-31-19
PROJ. #: 18-133
CAD TECH: JCU
ENGINEER: DANIEL P. JOHNSON P.E.
FL LICENSE NUMBER: 37573

MAASTRICHT ENGINEERING
STRUCTURE ● PARKWAY SUITE 21 ● FORT MYERS, FL 33919 ● 239.790.7626 ● FAX # 239.790.7627

DEVELOPER:
KEVIN HIMSCHOOT
15885 PINE RIDGE ROAD
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REVISION DESCRIPTION	BY	DATE

PROPERTY CARE LANDSCAPES
GARDEN CENTER
15885 PINE RIDGE ROAD
FORT MYERS
LEE COUNTY, FLORIDA 33908

UTILITY DETAILS

SHEET 11 OF 11

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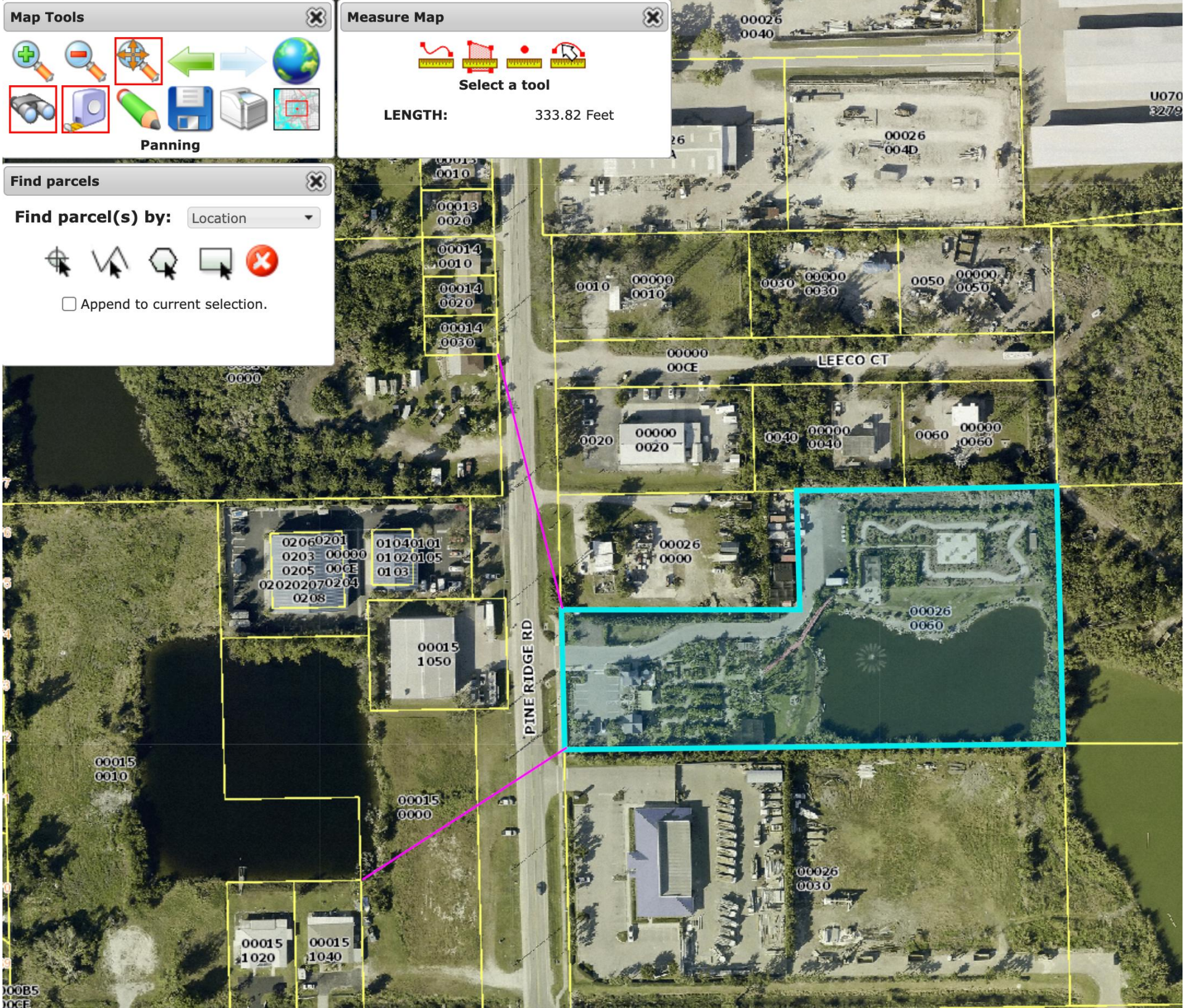
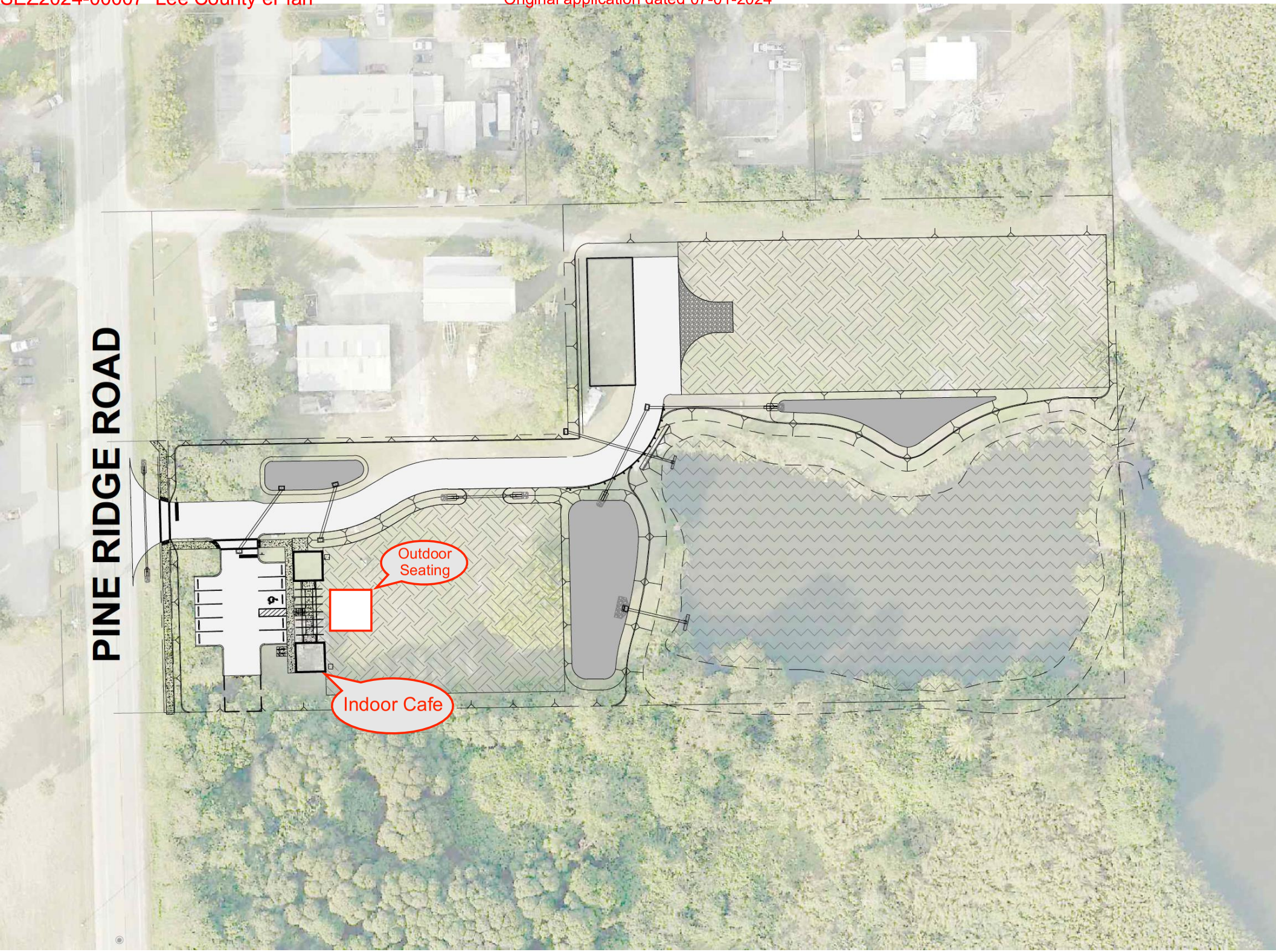


SEZ2024-00007 Lee County ePlan
Original application dated 07-01-2024


PINE RIDGE ROAD
Outdoor Seating
Indoor Cafe