



APPLICATION FOR PLANNED DEVELOPMENT PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: JBRA CPD

Request: Rezone from: C-1 Commercial & TFC-2 Residential Two-Family To: CPD – Commercial Planned Development

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

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

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

Summary of Project:

Rezone the 0.6 acres from TFC-2 and C-1 to CPD to allow for 2,840 SF package store and commercial parking. The site will connect to Lee County Utilities. Maximum building height is 30 feet.

PART 1 APPLICANT/AGENT INFORMATION

A. Name of Applicant: JBRA JUNIOR LAND HOLDINGS LLC c/o John Gallagher

Address: 3618 Fowler Street, Suite D

City, State, Zip: Fort Myers, FL 33901

Phone Number: (954) 854-3484

E-mail Address: Gal2701@aol.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: RVi Planning + Landscape Architecture

Contact Person: Patty Kulak

Address: 28100 Bonita Grande Drive, Suite 305

City, State, Zip: Bonita Springs, FL 34135

Phone Number: 239-908-3408

Email: PKulak@rviplanning.com

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

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

PART 2 PROPERTY OWNERSHIP

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

Name: JBRA Junior Land Holdings, LLC c/o John Gallagher

Address: 3618 Fowler Street, Suite D

City, State, Zip: Fort Myers, FL 33901

Phone Number: (954) 854-3484

Email: Gal2701@aol.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): 810 S. Street – 03/29/2024

816 S. Street – 08/14/2023

19260 San Carlos – 11/16/2023

PART 3 PROPERTY INFORMATION

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

24-46-23-01-00006.0020

24-46-23-01-00006.0360

24-46-23-01-00006.0030

B. Street Address of Property: 810 South Street, 816 South Street and 19260 San Carlos Blvd

C. ☒ Legal Description (must be hand-drawn and sealed sketch of the legal description. [34-202(a)(5)]

OR

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

AND

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

☒ A Boundary survey, tied to the state plane coordinate system.

OR

☐ Not required if the property is located within a subdivision platted per F.S. Chapter 177.

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

1. ☒ List of surrounding property owners. [34-202(a)(9)]

2. ☒ Map of surrounding property owners. [34-202(a)(9)]

3. ☒ One set of mailing labels. [34-202(a)(9)]

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

E. Current Zoning of Property: TFC-2 and C-1

☒ 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: Commercial/Duplex/Vacant

2. Intended uses of property are: Commercial/Parking

G. Future Land Use Classification (Lee Plan):

Urban Community	<u>0.6</u>	Acres	<u>100</u>	% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions:

1. Width (average if irregular parcel):	<u>100</u>	Feet		
2. Depth (average if irregular parcel):	<u>140</u>	Feet		
3. Total area:	<u>0.6</u>	Acres or square feet		
4. Frontage on road or street:	<u>120</u>	Feet on	<u>South Street</u>	Street
2 nd Frontage on road or street:	<u>60</u>	Feet on	<u>San Carlos Blvd</u>	Street

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

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

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

PART 4
TYPES OF LAND AREA ON PROPERTY

A. Gross Acres (total area within described parcel)

1. Submerged land subject to tidal influence		<u>0</u>	<u>0.6</u> Acres
2. a. Preserved freshwater wetlands	<u>0</u> Acres		
b. Impacted wetlands	<u>0</u> Acres		
c. Preserved saltwater wetlands	<u>0</u> Acres		
d. Total wetlands (A.2.a. plus A.2.b. plus A.2.c.)		<u>0</u>	Acres
3. R-O-W providing access to non-residential uses		<u>0</u>	Acres
4. Non-residential use areas ^{(1) (2)}		<u>0.6</u>	Acres

B. Total area not eligible as gross residential acreage (Items A.1. + A.3. + A.4.). 0.6 Acres**C. Gross residential acres. (A minus B) ⁽³⁾** 0 Acres**D. Gross residential acres (by Land Use Category)**

1. a. Intensive Development – upland	<u>0</u>	Acres
b. Intensive Development – preserved freshwater wetlands	<u>0</u>	Acres
c. Intensive Development – impacted wetlands	<u>0</u>	Acres
2. a. Central Urban – upland	<u>0</u>	Acres
b. Central Urban – preserved freshwater wetlands	<u>0</u>	Acres
c. Central Urban – impacted wetlands	<u>0</u>	Acres
3. a. Urban Community or Suburban – upland		Acres
b. Urban Community or Suburban – preserved freshwater wetlands	<u>0</u>	Acres
c. Urban Community or Suburban – impacted wetlands	<u>0</u>	Acres

4.	a.	Suburban – upland	<u>0</u>	Acres
	b.	Suburban – preserved freshwater wetlands	<u>0</u>	Acres
	c.	Suburban – impacted wetlands	<u>0</u>	Acres
5.	a.	Outlying Suburban – upland	<u>0</u>	Acres
	b.	Outlying Suburban – preserved freshwater wetlands	<u>0</u>	Acres
	c.	Outlying Suburban – impacted wetlands	<u>0</u>	Acres
6.	a.	Sub-Outlying Suburban – upland	<u>0</u>	Acres
	b.	Sub-Outlying Suburban – preserved freshwater wetlands	<u>0</u>	Acres
	c.	Sub-Outlying Suburban – impacted wetlands	<u>0</u>	Acres
7.	a.	Rural, Outer Island, Rural Community Preserve – upland	<u>0</u>	Acres
	b.	Rural, Outer Island, Rural Community Preserve – wetlands	<u>0</u>	Acres
8.	a.	Open Lands – upland	<u>0</u>	Acres
	b.	Open Lands – wetlands	<u>0</u>	Acres
9.	a.	Resource – upland	<u>0</u>	Acres
	b.	Resource – wetlands	<u>0</u>	Acres
10.	a.	Wetlands	<u>0</u>	Acres
11.	a.	New Community – upland	<u>0</u>	Acres
	b.	New Community – wetlands	<u>0</u>	Acres
12.	a.	University Community – upland	<u>0</u>	Acres
	b.	University Community – wetlands	<u>0</u>	Acres
13.	a.	Coastal Rural – upland	<u>0</u>	Acres
	b.	Coastal Rural – wetlands	<u>0</u>	Acres

TOTAL (should equal "C" above)

0.0 Acres

Notes:

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

PART 5 RESIDENTIAL DEVELOPMENT - PRELIMINARY DENSITY CALCULATIONS

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

A. Future Land Use Category: Urban Community

		Lee Plan Table 1(a)		
		Max. standard density		Units
1.	Standard Units			
	a.	Total upland acres (from Part 4, D.)	<u>0</u> x <u>0</u> equals	<u>0</u>
	b.	Total preserved freshwater wetlands acres (from Part 4, D.)	<u>0</u> x <u>0</u> equals	<u>0</u>
	c.	Total impacted wetlands acres (from Part 4, D.)	<u>0</u> x <u>0</u> equals	<u>0</u>
	d.	Total Allowed Standard Units ⁽¹⁾		<u>0</u>
2.	Bonus Units [2-143]			
	a.	Site-built Affordable Housing		<u>0</u>
	b.	Transferrable Dwelling Units		<u>0</u>
	c.	Sub-total		<u>0</u>
3.	Total Permitted Units ⁽¹⁾			<u>0</u>

Note:

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

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

A.	Commercial	Height	Total Floor Area (Square Feet)
	1. Medical		
	2. General Office		
	3. Retail	30'	2,840 SF
	4. Other: _____		
	5. TOTAL FLOOR AREA		2,840 SF
B.	Industrial	Height	Total Floor Area (Square Feet)
	1. Under Roof		
	2. Not Under Roof		
	3. TOTAL FLOOR AREA		
C.	Mining	Depth	Total Acres
	1. Area to be excavated		
D.	Assisted Living Facilities	Height	Total Beds/Units
	1. Dependent Living Units		
	2. Independent Living Units		
	3. TOTAL BEDS/UNITS		
E.	Hotels/Motels (Room Size)	Height	Total Rental Units
	1. < 425 sq. ft.		
	2. 426-725 sq. ft.		
	3. 725 < sq. ft.		
	4. TOTAL UNITS		

PART 7
ACTION REQUESTED

- A. Request Statement:** Provide a single narrative explaining the nature of the request and how the property qualifies for the rezoning to a planned development. This narrative should include how the proposed development complies with the Lee Plan, the Land Development Code, and the applicable findings/review criteria set forth in LDC section 34-145(d)(4). This narrative may be utilized by the Board of County Commissioners, Hearing Examiner and staff in establishing a factual basis for the granting or denial of the rezoning. **[34-373(a)(5)]**
- B. Traffic Impact Statement.** A traffic impact statement in a format and to the degree of detail required by the County and in conformance with the adopted Lee County Administrative Code. TIS is not required for an existing development. **[34-373(a)(7)]**
- C. Master Concept Plan:**
1. **Master Concept Plan, Non-PRFPD:** A graphic illustration (Master Concept Plan) of the proposed development, showing and identifying the information required by LCLDC Section 34-373(a)(6)a. Copies of the Master Concept Plan must be provided in two sizes, 24"x36" and 11"x17", and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. In addition to the Master Concept Plan, an open space design plan delineating the indigenous preserves and/or native tree preservation areas as required by LDC Section 10-415(b) must be submitted. **[34-373(a)(6)]**
 2. **Schedule of Uses:** A schedule of uses keyed to the Master Concept Plan as well as a summary for the entire property including the information required by LCLDC Section 34-373(a)(8)]. **[34-373(a)(8)]**

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

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

- ☒ Not Applicable
☐ Bonus Density will be used. Provide the number of Bonus Density units being requested and a narrative of how the request meets the requirements of LDC Section 2-146.

PART 8 ENVIRONMENTAL REQUIREMENTS

- A. Topography:** Describe the range of surface elevations of the property. Attach a county topographic map (if available) or a USGS quadrangle map showing the subject property. [34-373(a)(4)b.iv.]
 Site varies in elevation from 3 to 5.5ft NAVD per LeeSplns
-
- B. Sensitive Lands:** Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the LEE Plan Section XII), flowways, creek beds, sand dunes, other unique land forms [see LEE Plan Policy 77.1.1 (2)] or listed species occupied habitat [see LCLDC Section 10-473(f)].
 N/A
-
- C. Preservation/Conservation of Natural Features:** Describe how the lands listed in PART 6.B. above will be protected by the completed project:
 N/A
-
- D. Shoreline Stabilization:** If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:
 N/A
-
- E. Soils Map:** Attach maps drawn at the same scale as the Master Concept Plan marked or overprinted to show the soils classified in accordance with the USDA/SCS System. [34-373(a)(4)b.i.]
- F. FLUCCS Map:** A Florida Land Use, Cover and Classification System (FLUCCS) map, at the same scale as the Master Concept Plan, prepared by an environmental consultant. The FLUCCS map must clearly delineate any Federal and State jurisdictional wetlands and other surface waters, including the total acreage of Federal and State wetlands. [34-373(a)(4)c.]
- G. Rare & Unique Upland Habitat Map:** Maps drawn at the same scale as the Master Concept Plan marked or overprinted to show significant areas of rare and unique upland habitat as defined in the LEE Plan Section XII. [34-373(a)(4)b.iii.]
- H. Existing and Historic Flow-Ways Map:** Map(s) drawn at the same scale as the master concept plan marked or overprinted to show existing and historic flow-ways. [34-373(a)(4)b.v.]

PART 9 SANITARY SEWER & POTABLE WATER FACILITIES

- A. Special Effluent:** If the discharge of any special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:
 N/A
-
- B. Private On-Site Facilities:** If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including:
1. Method and degree of treatment:
 N/A
 2. Quality of the effluent:
 N/A

3. Expected life of the facility:

N/A

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

N/A

5. Receiving bodies or other means of effluent disposal:

N/A

C. Spray Irrigation: If spray irrigation will be used, specify:

1. The location and approximate area of the spray fields:

N/A

2. Current water table conditions:

N/A

3. Proposed rate of application:

N/A

4. Back-up system capacity:

N/A

**PART 10
ADDITIONAL REQUIREMENTS**

A. Major Planned Developments:

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

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

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

D. Private Recreational Facility Planned Developments (PRFPDs):

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

5. **Environmental Assessment.** An Environmental Assessment must be provided which includes, at a minimum, an analysis of the environment, historical and natural resources. **[34-941(g)(2)]**
6. **Demonstration of Compatibility.** Written statements concerning how the applicant will assure the compatibility of the proposed development with nearby land uses (by addressing such things as noise, odor, lighting and visual impacts), and the adequate provision of drainage, fire and safety, transportation, sewage disposal and solid waste disposal must be provided. **[34-941(g)(4)]**
- E. **Potable Water & Central Sewer.** Will the project be connected to potable water and central sewer as part of any development of the property?
- ☒ **YES** (Provide a letter from the appropriate Utility to which the connection(s) are proposed confirming availability of service.) **[34-202(a)(10)]**
- ☐ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) **[34-202(a)(10)]**
- F. **Existing Agricultural Use:** If the property owner intends to continue an existing agricultural use on the property subsequent to the zoning approval, an Existing Agricultural Use Affidavit must be provided. Entitle as "Existing Agricultural Uses at Time of Zoning Application." **[34-202(a)(12)]**
- G. **Flood Hazard:**
- ☐ Not applicable
- ☐ The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.
- ☒ The minimum elevation required for the first habitable floor is AE 11 NAVD (MSL)
- H. **Excavations/Blasting:**
- ☒ No blasting will be used in the excavation of lakes or other site elements.
- ☐ If blasting is proposed, provide Information Regarding Proposed Blasting (including soil borings, a map indicating the location of the proposed blasting, and other required information).
- I. **Hazardous Materials Emergency Plan for Port Facilities:** **[12-110(a)(16)]**
- ☒ Not Applicable
- ☐ Provide a Hazardous materials emergency plan.
- J. **Mobile Home Park:** **[34-174(h)]**
- ☒ Not Applicable
- ☐ Request includes rezoning of a Mobile Home Park. Provide facts related to the relocation of dislocated owners that meets the requirements of F.S. § 723.083 (1995).
- K. **Airport Zones & Lee County Port Authority (LCPA) Requirements:**
- ☒ Not Applicable
- ☐ Property is located within _____ Airport Noise Zone: **[34-1104]**
- ☐ Property is located within Airport Runway Protection Zone. Indicate which Zone below. **[34-1105]**
- ☐ Property is located within Airport Residential and Educational Protection Zone: **[34-1106]**
- ☐ Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1107]**
- ☐ A Tall Structures Permit is required. **[34-1108]**

PART 5 SUBMITTAL REQUIREMENT CHECKLIST		
<i>Clearly label your attachments as noted in bold below</i>		
Copies Required		SUBMITTAL ITEMS
3	☒	Completed application for Public Hearing [34-202(a)(1)]
1	☒	Filing Fee - [34-201(d)]
1	☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)]
3	☒	Affidavit of Authorization (notarized) Form [34-202(a)(3)]
3	☒	Additional Agents [34-202(a)(4)]
3	☒	Multiple Owners List (if applicable) [34-202(a)(2)]
3	☒	Disclosure of Interest Form (multiple owners) [34-202(a)(2)]
3	☒	Legal description (must submit) [34-202(a)(5)]
	☒	Legal description (metes and bounds) and sealed sketch of legal description
		OR
	☐	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
3	☒	Boundary Survey – not required if platted lot (2 originals required) [34-202(a)(6)]
3	☒	Property Owners list (if applicable) [34-202(a)(8)]
3	☒	Property Owners map (if applicable) [34-202(a)(8)]
3	☒	Confirmation of Ownership/Title Certification [34-202(a)(7)]
3	☐	STRAP Numbers (if additional sheet is required) [34-202(a)(5)]
1	☒	List of Surrounding Property Owners [34-202(a)(9)]
1	☒	Map of Surrounding Property Owners [34-202(a)(9)]
1	☒	Mailing labels [34-202(a)(9)]
3	☐	List of Zoning Resolutions and Approvals
3	☒	Summary of Public Informational Session (if applicable)
3	☐	Waivers from Application Submission Requirements (if applicable) [34-201(c)]
3	☐	Preliminary Density Calculations (if applicable)
3	☒	Request Statement [34-373(a)(5)]
3	☒	Traffic Impact Statement (TIS) (not required for existing development) [34-373(a)(7)]
3	☒	Master Concept Plan (MCP), Non-PRFPD [34-373(a)(6)]
3	☒	Schedule of Uses [34-373(a)(8)]
3	☒	Schedule of Deviations and Written Justification [34-373(a)(9)]
3	☒	Topography (if available) [34-373(a)(4)b.iv.]
3	☐	Soils Map [34-373(a)(4)b.9.]
3	☒	FLUCCS Map [34-373(a)(4)c.]
3	☐	Rare & Unique Upland Habitat Map [34-373(a)(4)b.iii.]
3	☐	Existing and Historic Flow-Ways Map [34-373(a)(4)b.v.]
3	☐	Surface Water Management Plan (if applicable) [34-373(b)(1)]
3	☐	Phasing Program (if applicable) [34-373(b)(3)]
3	☐	Protected Species Survey (if applicable) [34-373(b)(2)]
3	☐	Proof of Notice (if applicable) [34-373(c)]

3	☐	Binding Letter from DCA (if applicable) [34-373(d)(9)]
3	☐	Master Concept Plan (MCP), PRFPD (if applicable) [34-941(g)(1)]
3	☐	Conceptual Surface Water Management Plan (if applicable) [34-941(d)(3)b.i.1)]
3	☐	Well Drawdown Information (if applicable) [34-941(d)(3)d.]
3	☐	Preliminary Indigenous Restoration Plan (if applicable) [34-941(e)(5)f.iii.]
3	☒	Environmental Assessment (if applicable) [34-941(g)(2)]
3	☐	Demonstration of Compatibility (if applicable) [34-941(g)(4)]
3	☐	Potable Water & Sanitary Sewer. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(a)(10)]
3	☐	Existing Agricultural Use Affidavit (if applicable) [34-202(a)(12)]
3	☐	Information Regarding Proposed Blasting (if applicable).
3	☐	Hazardous Materials Emergency Plan (if applicable)
3	☐	Mobile Home Park Dislocated Owners Information (if applicable) [34-202(b)(4)]
3	☐	Tall Structures Permit (if applicable) [34-1108]

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, John B. Gallagher (name), as President (owner/title) of JBRA Junior Land Holdings, LLC & RAJB, LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

***Notes:**

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

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

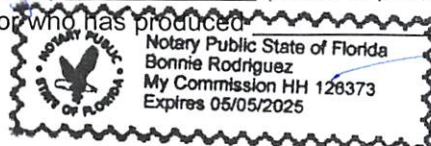
John B. Gallagher
Signature

4/7/24
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 7th day of May, 2024, by John B. Gallagher (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.



STAMP/SEAL

Bonnie Rodriguez
Signature of Notary Public

ADDITIONAL AGENTS

Company Name:	TR Transportation Consultants, Inc.		
Contact Person:	Yury Bykau, P.E.		
Address:	2726 Oak Ridge Ct. STE 503		
City, State, Zip:	Fort Myers, FL 33901		
Phone Number:	239-278-3090	Email:	tbt@trtrans.net

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

Company Name:	Greensite Engineering, Inc.		
Contact Person:	Stephanie Caldwell, P.E., LEED AP		
Address:	13300-56 South Cleveland Avenue, #611		
City, State, Zip:	Fort Myers, FL 33907		
Phone Number:	239-433-9498	Email:	steph@greensite-eng.com

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

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

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



JBRA CPD Multiple Owners Exhibit

I. MULTIPLE OWNERS LIST

Owner	Address	Strap
RAJB LLC	810 South Street	24-46-23-01-00006.0020
JBRA JUNIOR LAND HOLDINGS LLC	816 South Street	24-46-23-01-00006.0030
JBRA JUNIOR LAND HOLDINGS LLC	19260 San Carlos	24-46-23-01-00006.0360

II. PROPERTY OWNERS MAP



III. DEEDS AND TITLE See Following Pages



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JBRA JUNIOR LAND HOLDINGS, LLC

Filing Information

Document Number	L19000048117
FEI/EIN Number	83-3804774
Date Filed	02/18/2019
Effective Date	02/18/2019
State	FL
Status	ACTIVE

Principal Address

3618 FOWLER STREET
SUITE D
FORT MYERS, FL 33901

Changed: 03/09/2023

Mailing Address

3618 FOWLER STREET
SUITE D
FORT MYERS, FL 33901

Changed: 03/09/2023

Registered Agent Name & Address

JOHN B GALLAGHER, PA
3618 FOWLER STREET
SUITE D
FORT MYERS, FL 33901

Address Changed: 03/09/2023

Authorized Person(s) Detail

Name & Address

Title Manager

ARENAS, RICARDO L
3618 FOWLER STREET
SUITE D
FORT MYERS, FL 33901

Title Manager

BLANKE, JOHN
3618 FOWLER STREET
SUITE D
FORT MYERS, FL 33901

Title President

GALLAGHER, JOHN B
3618 FOWLER STREET
SUITE D
FORT MYERS, FL 33901

Annual Reports

Report Year	Filed Date
2022	04/25/2022
2023	03/09/2023
2024	02/07/2024

Document Images

02/07/2024 -- ANNUAL REPORT	View image in PDF format
03/09/2023 -- ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
03/11/2021 -- ANNUAL REPORT	View image in PDF format
05/18/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- Florida Limited Liability	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
RAJB LLC

Filing Information

Document Number	L11000102341
FEI/EIN Number	45-5483335
Date Filed	09/07/2011
Effective Date	09/07/2011
State	FL
Status	ACTIVE

Principal Address

3660 FOWLER ST
Suite D
FORT MYERS, FL 33901

Changed: 02/07/2024

Mailing Address

3660 FOWLER ST
Suite D
FORT MYERS, FL 33901

Changed: 02/07/2024

Registered Agent Name & Address

GALLAGHER, JOHN B
3618 Fowler Street
Suite D
FORT MYERS, FL 33901

Name Changed: 03/09/2023

Address Changed: 03/09/2023

Authorized Person(s) Detail

Name & Address

Title Manager

ARENAS, RICARDO L
3618 Fowler Street
Suite D
FORT MYERS, FL 33901

Title Manager

BLANKE, JOHN
3618 Fowler Street
Suite D
FORT MYERS, FL 33901

Title President

Gallagher, John B , Esq.
3660 FOWLER ST
Suite D
FORT MYERS, FL 33901

Annual Reports

Report Year	Filed Date
2022	04/25/2022
2023	03/09/2023
2024	02/07/2024

Document Images

02/07/2024 -- ANNUAL REPORT	View image in PDF format
03/09/2023 -- ANNUAL REPORT	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
03/11/2021 -- ANNUAL REPORT	View image in PDF format
05/18/2020 -- ANNUAL REPORT	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
04/17/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format
04/01/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
06/12/2012 -- ANNUAL REPORT	View image in PDF format
09/07/2011 -- Florida Limited Liability	View image in PDF format

Prepared by & Return to:
Bob Halgrim
Old Florida Title
2080 McGregor Blvd # 100
Fort Myers, Florida 33901

File Number: 24-0152
Consideration: \$700,000.00

WARRANTY DEED

Made this March 29, 2024 Between
Margaret Napier, a single woman
whose mailing address is: 810 South St, Fort Myers Beach, Florida 33931, hereinafter called the grantor
to
RAJB LLC, a Florida limited liability company
whose mailing address is: 3618 Fowler Street, Suite D, Fort Myers, Florida 33901, hereinafter called the grantee

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

Lot 2, Block 6, of that certain subdivision known as SAN CARLOS ON THE GULF, according to the map or plat thereof as recorded in Plat Book 6, Page 6, of the Public Records of Lee County, Florida.

Parcel ID Number: **24-46-23-01-00006.0020**

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

Prepared by & Return to:
Bob Halgrim
Old Florida Title
2080 McGregor Blvd. # 100
Fort Myers, Florida 33901

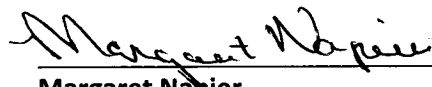
File Number: 24-0152

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

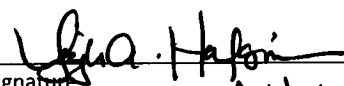
Signed, sealed and delivered in our presence:



Witness Signature
Witness Printed Name Jarre Swope
Witness Address: **2080 McGregor Blvd. #100, Fort Myers, FL 33901**



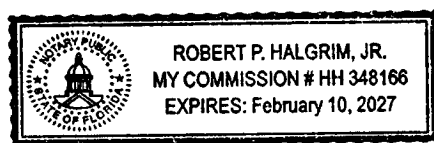
Margaret Napier (Seal)
Address: 810 South St, Fort Myers Beach, Florida 33931

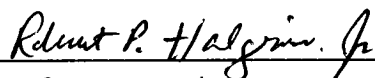


Witness Signature
Witness Printed Name Linda A. Halgrim
Witness Address: **2080 McGregor Blvd. #100, Fort Myers, FL 33901**

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence of ☐ online notarization this 29th day of March, 2024, by **Margaret Napier**, ☐ who is personally known to me or ☒ who has produced a Florida Driver's License as identification.





Notary Public
Print Name: Robert P. Halgrim Jr
My Commission Expires: 2-10-27

Prepared by and return to:

D. Hugh Kinsey, Jr.
Attorney at Law
Sheppard Law Firm, P.A.
9100 College Pointe Court
Fort Myers, FL 33919

Consideration: \$300,000.00

Property Address: 816 South Street, Fort Myers Beach, FL 33931

[Space Above This Line For Recording Data]

Warranty Deed

THIS WARRANTY DEED made this 14 day of **August, 2023** between **Katherine Suzanne Reynolds a/k/a Katherine Suzanne Semmer**, as **Personal Representative of the Estate of William Joseph Semmer a/k/a William Semmer a/k/a William J. Semmer**, deceased, **Lee County, FL Case No. 23-CP-355** whose post office address is **21003 6th Avenue S, Des Moines, WA 98198**, grantor, and **JBRA Junior Land Holdings, LLC**, a **Florida Limited Liability Company** whose post office address is **3618 Fowler Street, Suite D, Fort Myers, FL 33901**, grantee:

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

WITNESSETH, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lee County, Florida** to-wit:

Lot 3, Block 6, San Carlos On The Gulf Subdivision, according to the map or plat thereof recorded in Plat Book 6, Page 6, of the Public Records of Lee County, Florida.

Property Appraiser's Parcel Identification Number: 24-46-23-01-00006.0030

Subject to taxes for 2023 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

DoubleTime®

Prepared by:

Accent Title Insurance Agency, Inc.

17693 Summerlin Road

Fort Myers, Florida 33908

File Number: 23-7561

Rec 18.50
Doc 6293
\$ 6311.50

General Warranty Deed

Made this November 16, 2023 A.D., By **THE BREEZE CORPORATION, a Florida corporation**, whose post office address is: 2510 Del Prado Blvd, Cape Coral, Florida 33904, hereinafter called the grantor, to **JBRA JUNIOR LAND HOLDINGS, LLC, a Florida limited liability company**, whose post office address is: 3618 Fowler Street, Suite D, Fort Myers, Florida 33901, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

Lot 36, Block 6, San Carlos On-The-Gulf Subdivision, according to the Plat thereof, recorded in Plat Book 6, Page(s) 6, of the Public Records of Lee County, Florida.

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel ID Number: **24-46-23-01-00006.0360**

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

Prepared by:

Accent Title Insurance Agency, Inc.
17693 Summerlin Road
Fort Myers, Florida 33908

File Number: 23-7561

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
as to all Grantors:*

Emil Meintjes

Witness #1 Signature

Witness #1 Printed Name Emil Meintjes

Angie Chapman

Witness #2 Signature

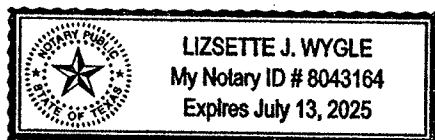
Witness #2 Printed Name Angie Chapman

State of Texas

County of Tarrant

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of November, 2023, by William O. Nutting as Vice President of THE BREEZE CORPORATION, a Florida corporation, who is/are personally known to me or who has produced West Virginia Driver's License as identification.

(seal)



**THE BREEZE CORPORATION, a Florida
corporation**

By:

William O. Nutting
WILLIAM O. NUTTING, Vice President

Lizsette J. Wygle

Signature of Notary Public

Print Name: Lizsette J. Wygle

My Commission Expires: July 13, 2025

Commission Number: 8043164

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: *Katherine Suzanne Reynolds aka Katherine Suzanne Semmer as Personal Representative of Estate of William Joseph Semmer aka William Semmer aka William J. Semmer, deceased, Lee County, FL case No. 23-CP-355*

Shelly Solchenberger

Witness #1 Signature
Shelly Solchenberger as witness

Printed Name of Witness #1

Witness #1 Address:

1724 Felicity Ln, Kissimmee, FL 34744

Katherine Suzanne Reynolds a/k/a
Katherine Suzanne Semmer, as Personal
Representative of the Estate of William
Joseph Semmer a/k/a William Semmer
a/k/a William J. Semmer, deceased, Lee
County, FL Case No. 23-CP-355

Carol Matlack

Witness #2 Signature

Carol Matlack

Printed Name of Witness #2

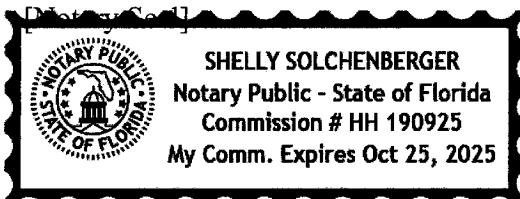
Witness #2 Address:

1724 Felicity Ln, Kissimmee, FL 34744

STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 14 day of August, 2023 by **Katherine Suzanne Reynolds a/k/a Katherine Suzanne Semmer, as Personal Representative of the Estate of William Joseph Semmer a/k/a William Semmer a/k/a William J. Semmer, deceased, Lee County, FL Case No. 23-CP-355**, who ☐ is personally known to me or who ☒ has produced WA Driver License as identification.



Shelly Solchenberger

Notary Public

Printed Name: Shelly Solchenberger

My Commission Expires: 10/25/2025

Shelly Solchenberger – Notary Public State of Florida
Commission: HH 190925

Commission Expire: 10/25/2025

Completed via Remote Online Notarization using 2 way Audio/Video technology.



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

81C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

81C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

81C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION

The Policy contains an arbitration clause as follows:

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Old Florida Title

Issuing Office: 2080 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: 24-0152

Issuing Office File Number: 24-0152

Property Address: 810 South St, Fort Myers Beach, Florida 33931

Revision Number: 1

SCHEDULE A

1. Commitment Date: March 26, 2024 at 08:00 AM
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy with Florida Modifications
Proposed Insured: **RAJB LLC, a Florida limited liability company**
Proposed Amount of Insurance: **\$700,000.00**
The estate or interest to be insured: Fee Simple
 - b. 2021 ALTA® Loan Policy with Florida Modifications
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: **Margaret Napier**
and, as disclosed in the Public Records, has been since 2/20/1998
5. The Land is described as follows:
Lot 2, Block 6, of that certain subdivision known as SAN CARLOS ON THE GULF, according to the map or plat thereof as recorded in Plat Book 6, Page 6, of the Public Records of Lee County, Florida.

Old Florida Title

By: Erik C. Halgrim
Authorized Signatory

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THE TELEPHONE NUMBER TO PRESENT INQUIRIES OR OBTAIN INFORMATION ABOUT COVERAGE AND TO PROVIDE
ASSISTANCE IS 1-800-669-7450

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SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. ~~The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.~~ Deleted
2. ~~Pay the agreed amount for the estate or interest to be insured.~~ Completed at Closing
3. ~~Pay the premiums, fees, and charges for the Policy to the Company.~~ Completed at Closing
4. ~~Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.~~ Completed at Closing
 - a. ~~Execution and recording of a continuous marriage affidavit by Margaret Napier, attesting to the continuous marriage between affiant and Joseph J. Napier from prior to the acquisition of taking title on 1/19/1998 until the death of Joseph J. Napier on 2/11/2007 as evidence by his death certificate recorded in Instrument No. 2011000007374, of the public records of Lee County, Florida.~~ Completed at Closing
 - b. ~~Warranty Deed from Margaret Napier, a single woman to RAJB LLC, a Florida limited liability company conveying the property as described in Schedule A of this Commitment.~~ Completed at Closing
5. ~~As to JBRA Junior Land Holdings, LLC, a Florida limited liability company the Company will require:~~
 - a. ~~Proof that the limited liability company is a duly registered with the Florida Department/Secretary of State, or other place of formation, as of the date of taking title to or other interest in the insured land, and confirmation that the limited liability company is currently active.~~ Completed info in File
6. ~~Production of a cancelled note and satisfaction or release of that certain mortgage executed by Margaret Napier and Joseph J. Napier, wife and husband to Taylor, Bean & Whitaker Mortgage Corp., dated 07/31/2002 and recorded in Official Record Book 2702 on page 4749 of the public records of Lee County, Florida, given to secure the original principal sum of \$207,500.00 as assigned to Ocwen Loan Servicing, LLC by assignment recorded 1/19/2011 in Instrument No. 2011000013697 with further recorded assignment recorded 5/13/2013 in Instrument No. 2013000111340, assigned again to Nationstar Mortgage, LLC by assignment recorded 2/25/2019 in Instrument No. 2019000043336, then further assigned to Select Portfolio Servicing, Inc. by assignment recorded 3/5/2019 in Instrument No. 2019000050212, all of the Public Records of Lee County, Florida.~~ Completed at Closing
7. ~~Proof of payment of any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B: Any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality.~~ Proof in file
8. ~~Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B: Any lien provided for by~~
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~~Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.~~ Proof in file

NOTE: 2023 Property Taxes having a gross tax amount of \$1,920.17 are Paid under Parcel ID# 24-46-23-01-00006.0020.

NOTE: The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy. The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances is: OR Book 2923/1294

NOTE: Effective July 1, 2023, the Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the Act), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with foreign countries of concern, specifically the Peoples Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic Peoples Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicol's Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. ~~Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.~~ Deleted
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
3. ~~Standard Exceptions:~~
 - A. ~~Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.~~ Surevy Completed- Deleted
 - B. ~~Rights or claims of parties in possession not shown by the public records.~~ Deleted
 - C. ~~Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.~~ Deleted
 - D. ~~Taxes or assessments which are not shown as existing liens in the public records.~~ Deleted
4. ~~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.~~ Deleted
5. ~~Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.~~ Deleted

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of San Carlos-on-The-Gulf, recorded in Plat Book 6, Page 6, of the Public Records of Lee County, Florida.

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7. Restrictions, covenants, and conditions as set forth in those instruments recorded in Deed Book 131, Page 576, of the Public Records of Lee County, Florida, as may be subsequently amended.

8. The land lies within the City of Ft. Myers Beach and is subject to all rules, regulations, ordinances, acts, levies and/or assessments created or charged thereby.

9. Lee County Ordinance 11-03, as amended by Lee County Ordinance 11-27, providing for mandatory solid waste collection and the imposition of special assessments for said collection services. The special assessments for the current tax year are payable with the ad valorem taxes.

NOTE: THIS POLICY DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS POLICY TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

NOTE: Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey. Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

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ALTA OWNER'S POLICY OF TITLE INSURANCE with FLORIDA MODIFICATIONS

Policy Number **OYFL-08097292**File Number: **KS-8250**

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

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 Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 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. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a 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 the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

Policy Issuer:
SHEPPARD LAW FIRM, P.A.
9100 COLLEGE POINTE CT.
FORT MYERS, FL 33919
PHONE: (239) 334-1141

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Officer or Agent

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Office File Number:
KS-8250

Issuing Office's ALTA Registry ID:
None

Issuing Agent:
C09174

Property Address:
816 South Street
Fort Myers Beach, FL 33931

Issuing Office:
Sheppard Law Firm, P.A.
9100 College Pointe Court
Fort Myers, FL 33919

SCHEDULE A

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900
Tampa, Florida 33607

Policy Number: OYFL-08097292

Amount of Insurance: **\$300,000.00**

Date of Policy: August 16, 2023 @ 03:43 PM

1. The Insured is: **JBRA Junior Land Holdings, LLC, a Florida Limited Liability Company**
2. The estate or interest in the Land insured by this policy is: Fee Simple as shown by Warranty Deed recorded as Official Records Instrument Number 2023000275370 of the Public Records of Lee County, Florida.
3. Title is vested in: **JBRA Junior Land Holdings, LLC, a Florida Limited Liability Company**
4. The Land is described as follows:
Lot 3, Block 6, San Carlos On The Gulf Subdivision, according to the map or plat thereof recorded in Plat Book 6, Page 6, of the Public Records of Lee County, Florida.

Old Republic National Title Insurance Company

1408 Westshore Blvd, Suite 900, Tampa, Florida 33607 (612) 371-1111



AUTHORIZED SIGNATORY

D. Hugh Kinsey, Jr.

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: OYFL-08097292

SCHEDULE B
EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
2. Lee County Ordinances 86-14, 86-38, 11-03 and 11-27 providing for mandatory solid waste collection and the imposition of special assessments for said collection services. The special assessments for the current tax year are payable with the ad valorem taxes for improved land.
3. Easements, dedications, restrictions, reservations, setback(s) and other matters as stated and shown on the Plat of San Carlos Park on the Gulf, as recorded in Plat Book 6, page 6 of the Public Records of Lee County, Florida
4. Subject land lies within the boundaries of the Fort Myers Beach Sewer District and is subject to any acts or assessments thereof.
5. Resolution of the Board of County Commissioners of Lee County, Florida, recorded in Official Records Book 3585, page 346 of the Public Records of Lee County, Florida.
6. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the Survey prepared by Target Surveying, LLC dated August 1, 2023, bearing Survey #598838:
 - a) Fences near the boundary of the Property and cross into the 2' Public Utility Easement at the rear and both sides of the Property.

NOTES:

- A. All recording references in this policy shall refer to the Public Records of Lee County, Florida, unless otherwise noted.

3. Unmarketable Title.
4. No right of access to and from the Land..
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records 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 the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a) The Insured named in Item 1 of Schedule A;
 - (b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;

- (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
- (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1) an Affiliate;
 - (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3) a spouse who receives the Title because of a dissolution of marriage;
 - (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5) another Insured named in Item 1 of Schedule A.

ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a 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 COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title 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 this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

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, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must 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 Condition 7, the Company, at its own cost and without unreasonable delay, will 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 has 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 covered causes of action. The Company is not 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 any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, 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 is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When 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 having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to 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.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. 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 any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter 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 the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any 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 Condition 6.b., unless prohibited by law, terminates 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 has 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. 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 or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any 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 parties other than the Insured for or in the name of the Insured Claimant. 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. 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.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not 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.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will 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 the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage

within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies 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, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits 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.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to 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 having jurisdiction.

17. NOTICES

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: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

18. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

ACCENT TITLE INSURANCE AGENCY, INC.

17693 Summerlin Rd

Fort Myers, FL 33908

Email: Closings@AccentTitleInsurance.com

Phone: (239) 482-5984

Fax: (239) 482-8526

February 8, 2024

JBRA Junior Land Holdings LLC
3618 Fowler Street, Suite D
Fort Myers, FL 33901

Re: Property Address: 19260 San Carlos Blvd, Fort Myers Beach, FL 33931
File Number: 23-7561

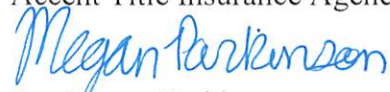
Dear Mr. Gallagher.

Enclosed please find Owners Title Insurance Policy and original recorded Warranty Deed with respect to the above referenced transaction.

Please keep this in a safe place for future reference.

Thank you for using Accent Title Insurance Agency, Inc. as your settlement agent and we look forward to handling any of your title insurance needs in the future.

Sincerely,
Accent Title Insurance Agency, Inc.



By: Megan Parkinson

American Land Title Association



Owner's Policy of Title Insurance
2021 v. 01.00 (07-01-2021)
with Florida modifications

POLICY NO.: OP-61-FL1245-15630332

ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
WESTCOR LAND TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

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 Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **Westcor Land Title Insurance Company**, a South Carolina corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 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. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By: FL1245 * 23-7561

WESTCOR LAND TITLE INSURANCE COMPANY

Accent Title Insurance Agency, Inc.

17693 Summerlin Road
Fort Myers, FL 33908



By:

A handwritten signature in cursive script, appearing to read 'Mary O'Donnell'.

Mary O'Donnell - President

Attest:

A handwritten signature in cursive script, appearing to read 'Donald A. Berube'.

Donald A. Berube - Secretary

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OP-61 FL ALTA 07-01-2021 Owner's Policy of Title Insurance (FLORIDA) (ALTA 7-01-2021)

(WLTIC Edition 8/12/2022)

American Land Title Association



Owner's Policy of Title Insurance
2021 v. 01.00 (07-01-2021)
with Florida modifications

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- 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 the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
- b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
 4. No right of access to and from the Land.
 5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
 6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
 7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
 9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its
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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 the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or

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- ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;

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- (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a 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 COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title 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 this policy is reduced to the extent of the prejudice.

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4. PROOF OF LOSS

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, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must 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 Condition 7, the Company, at its own cost and without unreasonable delay, will 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 has 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 covered causes of action. The Company is not 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 any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, 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 is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When 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 having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to 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.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. 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 any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter 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 the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody

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or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any 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 Condition 6.b., unless prohibited by law, terminates 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 has 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. 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 or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any 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 parties other than the Insured for or in the name of the Insured Claimant. 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. 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.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

i. the Amount of Insurance; or

ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.

c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as

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insured:

- i. the Amount of Insurance will be increased by 15%; and
- ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not 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.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will 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 the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies 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, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits 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.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

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- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
- modify any prior endorsement,
 - extend the Date of Policy,
 - insure against loss or damage exceeding the Amount of Insurance, or
 - increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to 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 having jurisdiction.

17. NOTICES

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: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, Florida 32751. Telephone: (866) 629-5842.

18. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in*

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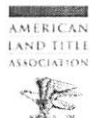
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accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.

- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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OP-61 FL ALTA 07-01-2021 Owner's Policy of Title Insurance (FLORIDA) (ALTA 7-01-2021)

(WLTIC Edition 8/12/2022)

American Land Title Association



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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: Accent Title Insurance Agency, Inc.

Issuing Office: 17693 Summerlin Road, Fort Myers, Florida 33908

Issuing Office's ALTA® Registry ID: 1069420

Issuing Office File Number: 23-7561

Property Address: 19260 San Carlos Blvd, Fort Myers Beach, Florida 33931

SCHEDULE A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200, Maitland, Florida, 32751, (407) 629-5842.**

Policy Number: OP-61-FL1245-15630332

Amount of Insurance: \$899,000.00

Date of Policy: November 17, 2023

1. The Insured is: JBRA JUNIOR LAND HOLDINGS, LLC
2. The estate or interest in the Land insured by this policy is: Fee Simple
3. The Title is vested in: JBRA JUNIOR LAND HOLDINGS, LLC, a Florida limited liability company
4. The Land is described as follows:

Lot 36, Block 6, San Carlos On-The-Gulf Subdivision, according to the Plat thereof, recorded in Plat Book 6, Page(s) 6, of the Public Records of Lee County, Florida.

ACCENT TITLE INSURANCE AGENCY, INC.

By: _____
Authorized Signatory

A large, stylized handwritten signature in blue ink, written over the signature line and extending below it.

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OP-61S FL ALTA 07-01-2021 Owner's Policy of Title Insurance (FLORIDA) (ALTA 7-01-2021)-SCHEDULES (WLTIC Edition 8/12/2022)

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SCHEDULE B

Policy Number: **OP-61-FL1245-15630332**

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. **Rights or claims of parties in possession not shown by the Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**
3. **Easements or claims of easements not shown by the Public Records.**
4. **Taxes or special assessments which are not shown as existing liens by the public records.**
5. **Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.**
6. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
7. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page 6, of the Public Records of Lee County, Florida.
8. Subject land lies within the boundaries for mandatory Garbage Collection, Lee County

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Ordinance No. 86-14, as recorded in Official Records Book 2189, Page 3281, of the Public Records of Lee County, Florida, and will be subject to future assessments.

9. Subject property lies within the Fort Myers Beach Sewer District and is subject to the levying of special assessments thereof.

10. Existing unrecorded leases and all right thereunder of the lessees and of any person claiming by, through or under lessees.

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DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared John B. Gallagher, 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 810 & 816 South Street, 19260 San Carlos Blvd., Fort Myers Beach, FL 33931 and is the subject of an Application for zoning action (hereinafter the "Property").

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

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

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

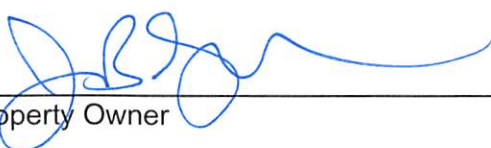
4. That the disclosure identified herein does not include any beneficial Ownership Interest that a Lee County Employee, County Commissioner, or Hearing Examiner may have in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for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

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

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

Name and Address	Percentage of Ownership
N/A	N/A

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

John B. Gallagher

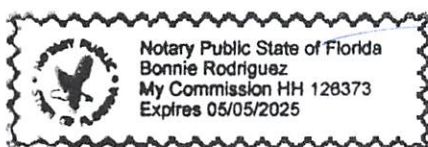
Print Name

*****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 7th 2024 (date) by John B. Gallagher (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL



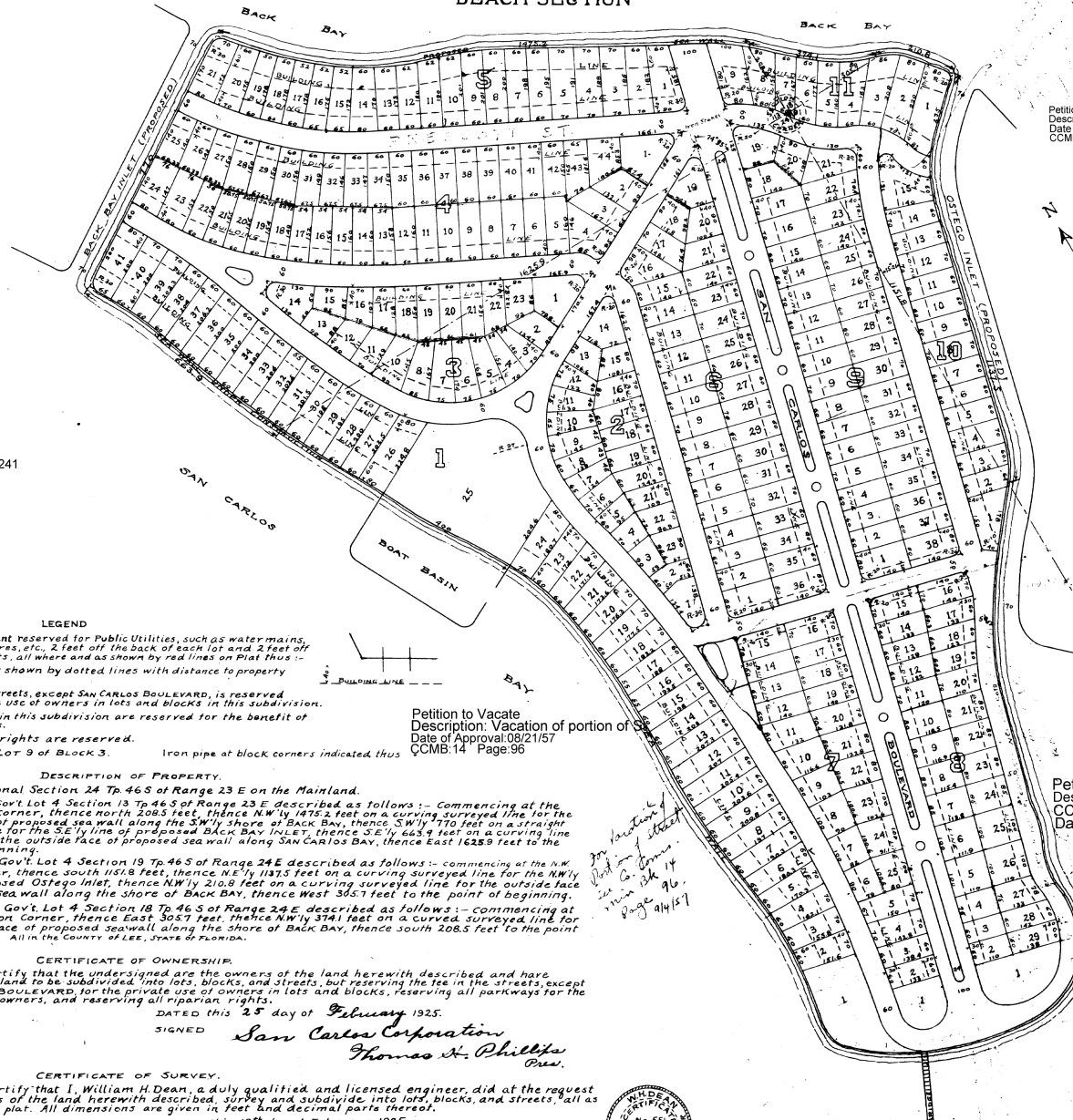


Signature of Notary Public

6

SAN CARLOS-ON-THE-GULF

BEACH SECTION



Petition to Vacate
 Petition No: 98-05-080.03R
 Description: A portion of 60ft road easement
 See CCMB
 Date of Approval: 01/26/99
 Resolution No: 99-01-27
 CCMB: 1999R Page 54
 Recorded on: 03/02/99 OR Book: 3083 Page: 2236-2241

Petition to Vacate
 Description: Vacation of part of street
 Date of Approval: 5/10/61
 CCMB: 19 Page 58&H Ind

VAC2010-00006, 10 ft. portion of San Carlos Drive ROW and 4 ft. utility easements of the Diversified Yacht Services cntered along the common lot line between L7 & 24, L6 & 25, L5 & 6, L5 & 25, B7, San Carlos on the Gulf, together with 10 ft. strip along E side of San Carlos Drive from Fisherman's Wharf N abutting the boatyard site.
 PB6/6, Board Date 1/10/11Z 9:30 PH-1,
 Resolution No. 11 01-20
 CCMB2011z/15.Instr#2011000026262

- LEGEND**
- (a) 4 feet easement reserved for Public Utilities, such as water mains, gas mains, wires, etc., 2 feet off the back of each lot and 2 feet off the sides of lots, all where and as shown by red lines on Plat thus:—
 - (b) Building lines shown by dotted lines with distance to property lines, thus:—
 - (c) The fee in all streets, except SAN CARLOS BOULEVARD, is reserved for the private use of owners in lots and blocks in this subdivision.
 - (d) All parkways in this subdivision are reserved for the benefit of the lot owners.
 - (e) All riparian rights are reserved.
 - (f) There is no Lot 9 of Block 3.
- Iron pipe at block corners indicated thus

Petition to Vacate
 Description: Vacation of portion of St
 Date of Approval: 08/21/57
 CCMB: 14 Page 96

DESCRIPTION OF PROPERTY.
 All of Fractional Section 24 Tp 46 S of Range 23 E on the Mainland.
 That part of Gov't Lot 4 Section 13 Tp 46 S of Range 23 E described as follows:— Commencing at the S.E. Section corner, thence north 208.5 feet, thence N.W. by 1475.2 feet on a curving surveyed line for the outside face of proposed sea wall along the S.W.ly shore of BACK BAY, thence S.W.ly 770 feet on a straight surveyed line for the S.E. ly line of proposed BACK BAY INLET, thence S.E. thence 4 feet on a curving line surveyed for the outside face of proposed sea wall along SAN CARLOS BAY, thence East 1628.9 feet to the point of beginning.
 That part of Gov't Lot 4 Section 19 Tp 46 S of Range 24 E described as follows:— commencing at the N.W. section corner, thence south 1151.8 feet, thence N.E. ly 1137.5 feet on a curving surveyed line for the N.W. ly line, of proposed OSTEGO INLET, thence N.W. ly 210.8 feet on a curving surveyed line for the outside face of proposed sea wall along the shore of BACK BAY, thence West 305.1 feet to the point of beginning.
 That part of Gov't Lot 4 Section 18 Tp 46 S of Range 24 E described as follows:— commencing at the S.W. Section Corner, thence East 305.1 feet, thence N.W. ly 3741 feet on a curved surveyed line for the outside face of proposed seawall along the shore of BACK BAY, thence south 208.5 feet to the point of beginning. All in the COUNTY OF LEE, STATE OF FLORIDA.

CERTIFICATE OF OWNERSHIP.
 This is to certify that the undersigned are the owners of the land herewith described and have caused said land to be subdivided into lots, blocks, and streets, but reserving the fee in the streets, except SAN CARLOS BOULEVARD, for the private use of owners in lots and blocks, reserving all parkways for the benefit of lot owners, and reserving all riparian rights.

DATED this 25 day of February 1925.

SIGNED *San Carlos Corporation*
Thomas H. Phillips Pres.

CERTIFICATE OF SURVEY.

This is to certify that I, William H. Dean, a duly qualified and licensed engineer, did at the request of the owners of the land herewith described, survey and subdivide, into lots, blocks, and streets, all as shown on this plat. All dimensions are given in feet and decimal parts thereof.

DATED this 18th day of February 1925

SIGNED *W. H. Dean*

FORT MYERS - FLA.

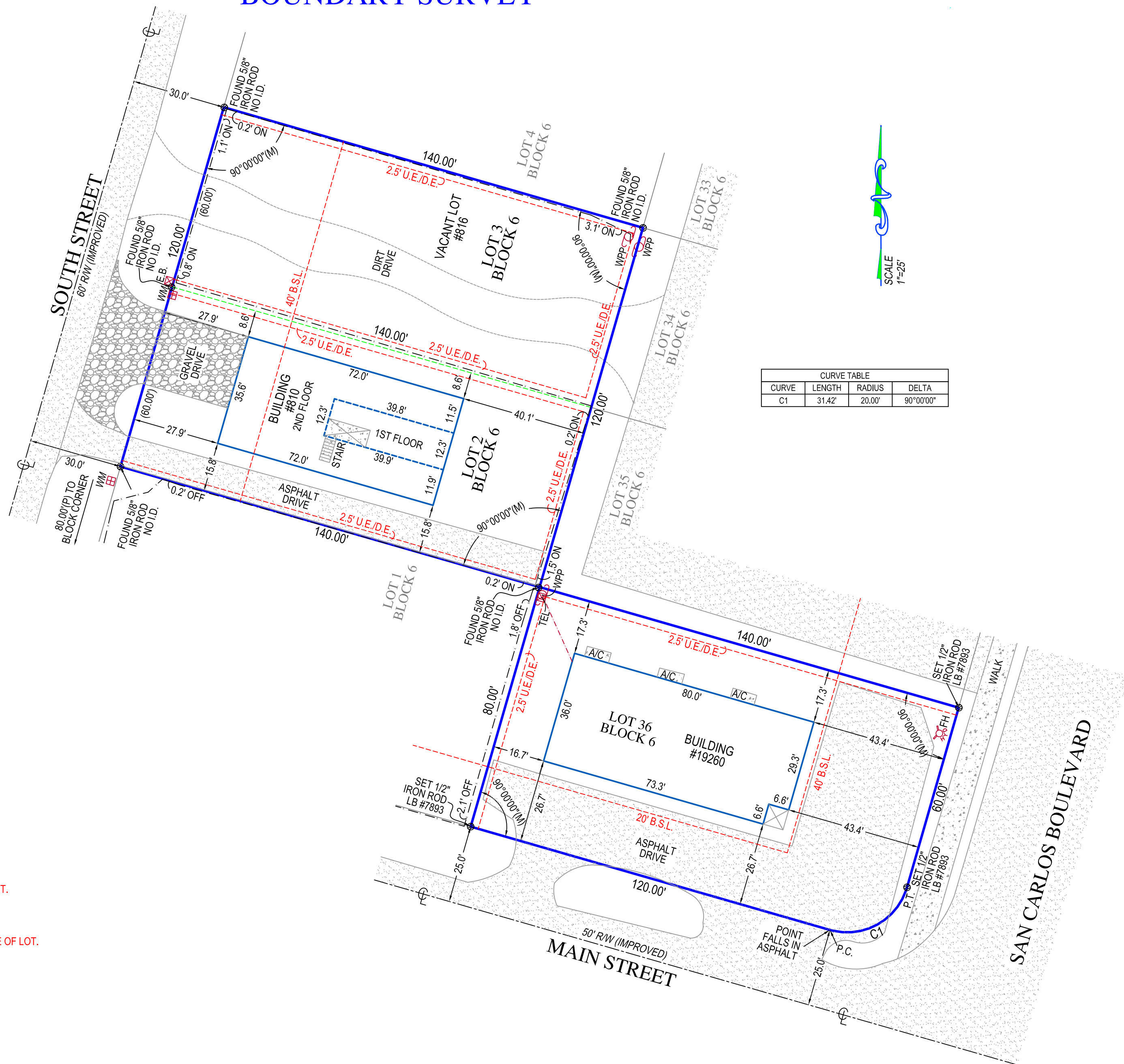


OSTEGO BAY
 Petition to Vacate
 Description: Vacation of closed by
 CCMB: 8 Page 415
 Date of Approval: 3-8-38

TWP 46S, RGE 23E
Plat Book and page: 6/6
Date Of Approval: 05/21/19 - 9:30 AM PH1
Resolution No. 19-05-18
Instrument # 2019000122792



SURVEY NUMBER: 627806



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	31.42'	20.00'	90°00'00"

ABBREVIATION DESCRIPTION:

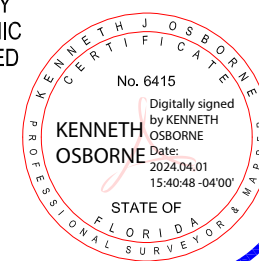
A.E.	ANCHOR EASEMENT	F.F.E.	FINISH FLOOR ELEVATION	O.R.B.	OFFICIAL RECORDS BOOK
A.C.	AIR CONDITIONER	F.I.P.	FOUND IRON PIPE	P.	PLAT BOOK
B.M.	BENCH MARK	F.I.R.	FOUND IRON ROD	P.C.	POINT OF CURVATURE
B.R.	BEARING REFERENCE	F.P.K.	FOUND PARKER-KALON NAIL	P.C.C.	POINT OF COMPOUND CURVE
C.	CALCULATED	L.	LENGTH	P.O.B.	POINT OF BEGINNING
Δ	CENTRAL / DELTA ANGLE	L.A.E.	LIMITED ACCESS EASEMENT	P.O.C.	POINT OF COMMENCEMENT
CH	CHORD	L.M.E.	LEASE MAINTENANCE EASEMENT	P.R.C.	POINT OF REVERSE CURVE
D.	DESCRIPTION	M.	MEASURED / FIELD VERIFIED	P.T.	POINT OF TANGENCY
D.E.	DRAINAGE EASEMENT	M.H.	MANHOLE	R.W.	RIGHT-OF-WAY
D.H.	DRILL HOLE	N&D	NAIL & DISK	R.A.D.	RADIUS / RADIUS
D.W.	DRIVEWAY	N.R.	NOT RADIAL	S.I.R.	SET IRON ROD
E.W.	EDGE OF WAY	N.S.C.	NOT TO SCALE	T.O.B.	TOP OF BANK
F.C.M.	FOUND CONCRETE MONUMENT	O.H.L.	OVERHEAD UTILITY LINES		UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

 = CATCH BASIN  = MISC. FENCE
 = CENTERLINE ROAD  = PROPERTY CORNER
 = COVERED AREA  = UTILITY BOX
+ X.XX = EXISTING ELEVATION  = UTILITY POLE
 = HYDRANT  = WATER METER
 = MANHOLE  = WELL
 = METAL FENCE  = WOOD FENCE

(SIGNED,

KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415



GENERAL NOTES:

- GENERAL NOTES:
- LEGAL DESCRIPTION PROVIDED BY OTHERS
 - THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORD ENCUMBRANCES NOT SHOWN ON THE PLAT.
 - IMPROVEMENT PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER UNDERGROUND PORTIONS NOT LOCATED.
 - ALL WALLS OF THE STRUCTURE SHOWN ARE NOT TO BE USED TO DETERMINE THE LOCATION OF THE WALL AND ARE NOT TO BE USED TO DETERMINE THE LOCATION OF THE STRUCTURE.
 - ONLY VISIBLE ENCROACHMENTS LOCATED.
 - DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.

- 7 FENCE OWNERSHIP NOT DETERMINED.
- 8 ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO
- 9 THE MEAN SEA LEVEL.
- 10 THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CAUTION. TARGET SURVEYING SHALL NOT BE HELD RESPONSIBLE FOR ANY CHARGES OR LITIGATION TO BE BROUGHT AGAINST ANY PARTY, OR FOR ANY DAMAGES, INCLUDING ATTORNEY'S FEES, INCURRED BY ANY PARTY, IN CONNECTION WITH THIS SURVEY. THE INFORMATION HEREON IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN THE LOCATION OF THE IMPROVEMENTS OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL OVER THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

LB #7893

LB #7893
SERVING FLORIDA

SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407

WEST PALM BEACH, FL 33407
PHONE (561) 640-4800

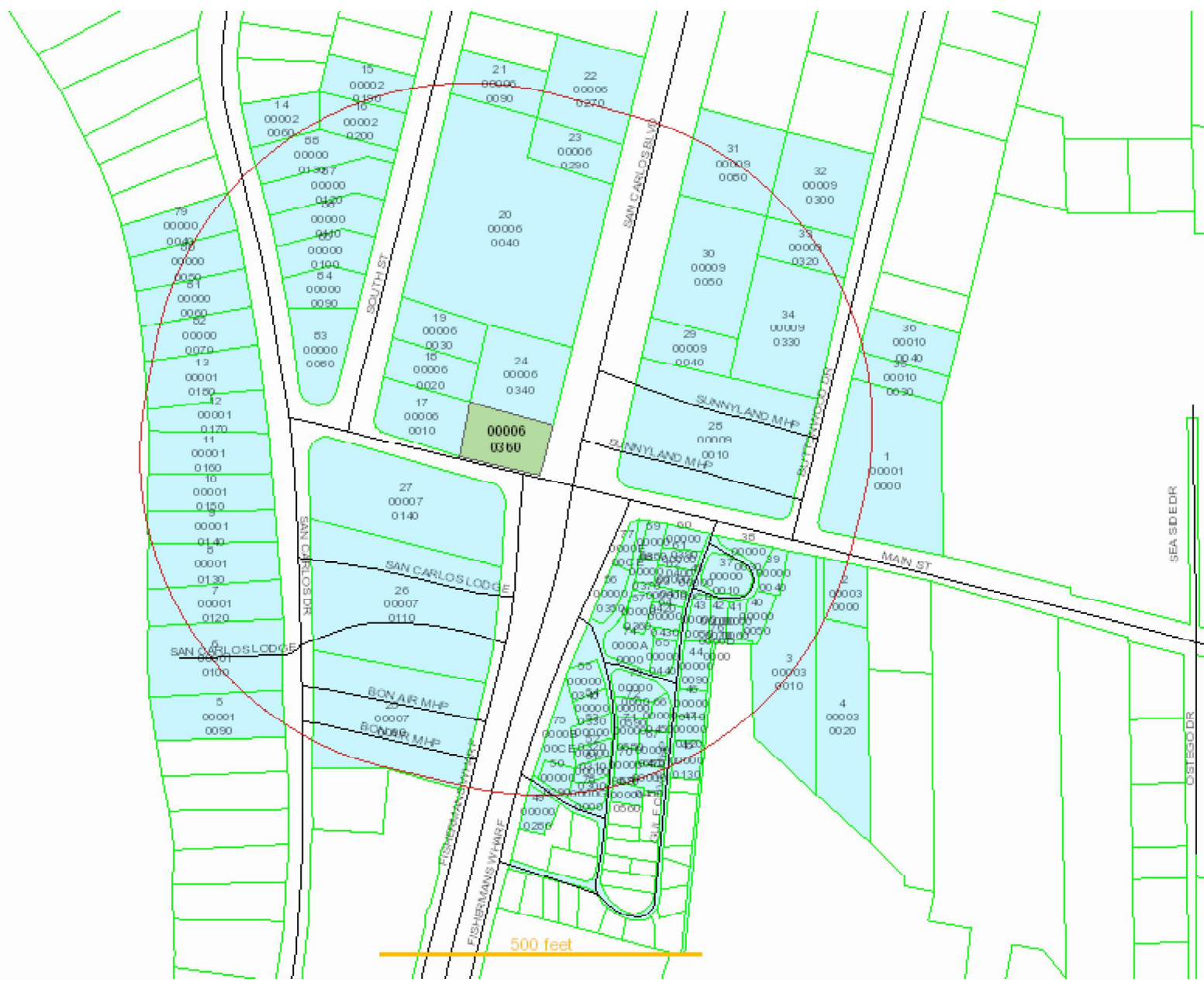
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576

WEBSITE: <http://targetsurveying.net>

TARGET
SURVEYING, LLC

Subjects: 1 Affected: 6 Buffer: 50 Date: 6/14/2024 12:00:00 List Size: 89															
Index	Subject	FolioID	STRAP	OwnerName	OwnerNam	MailAddress	MailCity	MailState	MailZip	SiteNumber	SiteStreet	SiteUnit	SiteCity	SiteZip	Legal
0	TRUE	10126837	24-46-23-01-00006.0360	JBRA JUNIOR LAND HOLDINGS LLC		3618 FOWLER ST #D	FORT MYERS	FL	33901	19260	BUTTONWOOD DR	SAN CARLOS BLVD	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6 CR>LOT 36
1	FALSE	10126748	24-46-23-00-00001.0000	SAN CARLOS ISLAND ANNEX LLC		103 15TH AVE NW #200	WILLMAR	MN	56201	810	BUTTONWOOD DR		FORT MYE	33931	PARK LN OR 1466 PG 1257 <CR>SAN CARLOS ON THE GULF-CR>BLK 10 PB 6 PGS 1 2 + S 16 FT LOT 3
2	FALSE	10126751	24-46-23-00-00003.0000	UNKNOWN HEIRS OF		1130 MAIN ST	FORT MYERS BEACH	FL	33931	1122	MAIN ST		FORT MYE	33931	PARKL DESC IN<CR>OR 1332 PG 406 LESS PAROL<CR>DESC IN OR 1477 PG 151<CR>AKA RANKINS ANCHORAGE TRLR PK
3	FALSE	10126753	24-46-23-00-00003.0010	OISEN MARINE HOLDINGS LLC		12191 CORCORAN PL	FORT MYERS	FL	33913	1100	MAIN ST		FORT MYE	33931	FR NW CR CL BK 8 SAN CARLOS<CR>ON GULF RUN S 81 DEG 26<CR>MIN 40 SEC E ALG NELY LI
4	FALSE	10126754	24-46-23-00-00003.0020	UNKNOWN HEIRS OF		1130 MAIN ST	FORT MYERS BEACH	FL	33931	1120	MAIN ST		FORT MYE	33931	PARKL DESC IN<CR>OR 1477 PG 151
5	FALSE	10126765	24-46-23-01-00001.0090	WEHMEYER ALLEN & CHRISTINE		1644 HICKORY CIR NE	SOLOMON	CA	52333	761	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 1 PB 6 PG 6<CR>LOT 10
6	FALSE	10126766	24-46-23-01-00001.0130	SAN CARLOS LODGE INC	JOEL HALL	5861 N COUNTRY RD 375 E	PITTSBORO	IN	46167	773	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 1 PB 6 PG 6<CR>LOTS 10 + 9
7	FALSE	10126767	24-46-23-01-00001.0120	HANDS DAVID RICHARD		777 SAN CARLOS DR	FORT MYERS BEACH	FL	33931	777	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 1 PB 6 PG 6<CR>LOT 12
8	FALSE	10126768	24-46-23-01-00001.0130	CONRAD RONALD J SR & SANDRA		440 RAYMOND PL #6	DUBUQUE	IA	52001	789	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 1 PB 6 PG 6<CR>LOT 13
9	FALSE	10126769	24-46-23-01-00001.0140	BRASWELL JOHN AUBURN TR		1796 BALVENIE	BRENTWOOD	TN	37027	793	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 1 PB 6 PG 6<CR>LOT 14
10	FALSE	10573633	24-46-23-01-00001.0150	WOLFS RUDOLPH & VERONICA		801 SAN CARLOS DR	FORT MYERS BEACH	FL	33931	801	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 1 PB 6 PG 6<CR>LOT 15
11	FALSE	10573636	24-46-23-01-00001.0160	WOLFS RUDOLPH & VERONICA		801 SAN CARLOS DR	FORT MYERS BEACH	FL	33931	803	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 1 PB 6 PG 6<CR>LOT 16
12	FALSE	10126771	24-46-23-01-00001.0170	RIFICI JOHN & GIOVANNA		805 SAN CARLOS DR	FORT MYERS BEACH	FL	33931	805	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 1 PB 6 PG 6 LOT 17<CR>LESS N 15 FT OF W 100 FT
13	FALSE	10126772	24-46-23-01-00001.0180	LEA RONALD A & BARBARA K		807 SAN CARLOS DR	FORT MYERS BEACH	FL	33931	807	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF BLK<CR>1 PB 6 PG 6 LOT 18 + N 15<CR>FT OF W 100 FT LOT 17
14	FALSE	10126792	24-46-23-01-00002.0060	LANGLEY COLIN MARK +		130 PEARL ST	FORT MYERS BEACH	FL	33931	836	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 2 PB 6 PG 6<CR>LOT 6
15	FALSE	10126804	24-46-23-01-00002.0190	AIKEN'S GREGORY J /E		14012 WOLL DR	LAKEVIEW	OH	43331	845	SOUTH ST		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 2 PB 6 PG 6<CR>LOT 19
16	FALSE	10126805	24-46-23-01-00002.0200	NADEAU THOMAS R +		945 SAN CARLOS DR	FORT MYERS BEACH	FL	33931	841/843	SOUTH ST		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 2 PB 26 PG 6<CR>LOT 20
17	FALSE	10126817	24-46-23-01-00006.0010	LEE COUNTY		PO BOX 398	FORT MYERS	FL	33902	806	SOUTH ST		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6<CR>LOT 1
18	FALSE	10126818	24-46-23-01-00006.0020	RAJB LLC		3618 FOWLER ST #D	FORT MYERS	FL	33901	810	SOUTH ST		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6<CR>LOT 2
19	FALSE	10126819	24-46-23-01-00006.0030	JBRA JUNIOR LAND HOLDINGS LLC		3618 FOWLER ST #D	FORT MYERS	FL	33901	816	SOUTH ST		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6<CR>LOT 3
20	FALSE	10126820	24-46-23-01-00006.0040	SAN CARLOS FAMILY RESORT LLC		361 SEMINOLE WAY	FORT MYERS BEACH	FL	33931	19220	SAN CARLOS BLVD		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6<CR>LOTS 4 THRU 8 + 30 THRU 33
21	FALSE	10126824	24-46-23-01-00006.0090	LINK G ARDEN & DOROTHY G TR		7692 SCHOOLHOUSE LN	ZIONSVILLE	PA	18092	842	SOUTH ST		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6<CR>LOT 9
22	FALSE	10126834	24-46-23-01-00006.0270	UFFK LLC		17911 PALM CIRCLE	FORT MYERS BEACH	FL	33931	19130/150	SAN CARLOS BLVD		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6<CR>LOTS 27 + 28
23	FALSE	10126835	24-46-23-01-00006.0290	19170 SAN CARLOS CORP		19170 SAN CARLOS BLVD	FORT MYERS BEACH	FL	33931	19170	SAN CARLOS BLVD		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6<CR>LOT 29
24	FALSE	10126836	24-46-23-01-00006.0340	JBRA JUNIOR LAND HOLDINGS LLC		3618 FOWLER ST	FORT MYERS	FL	33901	19240	SAN CARLOS BLVD		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 6 PB 6 PG 6<CR>LOTS 34 + 35
25	FALSE	10126843	24-46-23-01-00007.0090	BON AIR INVESTORS GROUP LLC		13177 N EASTSHORE DR	SYRACUSE	IN	46567	760	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 7 PB 6 PG 6<CR>LOTS 9 10 21 22<CR>AKA BON AIRE RENTAL PARK
26	FALSE	10126845	24-46-23-01-00007.0110	SAN CARLOS LODGE INC	JOEL HALL	5861 N COUNTRY RD 375 E	PITTSBORO	IN	46167	790	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 7 PB 6 PG 6 LOTS 11<CR>THRU 13+ 13 THRU 20+VAC ST<CR>AKA SAN CARLOS LODGE MHP
27	FALSE	10126846	24-46-23-01-00007.0140	LEE COUNTY		PO BOX 398	FORT MYERS	FL	33902	796	SAN CARLOS DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 7 PB6 PG6 LTS 14-17<CR>+ ADJOINING VACATED S ST<CR>LESS OR 1148/856 RD R/W
28	FALSE	10126851	24-46-23-01-00009.0110	MAJD LLC		4109 W RIVERSIDE DR	FORT MYERS	FL	33901	19241	SAN CARLOS BLVD		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 9 PB 6 PG 6<CR>LOTS 1 2 3 36 37 38<CR>AKA SUNNYLAND TRAILER PARK
29	FALSE	10126853	24-46-23-01-00009.0040	D + R GRANITE AND MARBLE LLC		2419 SE 8TH PL	CAPE CORAL	FL	33990	19221	SAN CARLOS BLVD		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 9 PB 6 PG 6<CR>LOT 9
30	FALSE	10126854	24-46-23-01-00009.0050	PETRO OF SOUTH FLORIDA INC		8673 LITTLETON RD	N FT MYERS	FL	33903	19201	SAN CARLOS BLVD		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 9 PB 6 PG 6<CR>LOTS 5 6 + 7
31	FALSE	10126855	24-46-23-01-00009.0080	OKA STREET TRADERS LLC		786 OAK ST	FORT MYERS BEACH	FL	33931	19171	SAN CARLOS BLVD		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 9 PB 6 PG 6<CR>LOTS 8 + 9
32	FALSE	10126863	24-46-23-01-00009.0030	OKA STREET TRADERS LLC		786 OAK ST	FORT MYERS BEACH	FL	33931	859	BUTTONWOOD DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 9 PB 6 PG 6<CR>LOTS 30 + 31
33	FALSE	10126864	24-46-23-01-00009.0320	LEMOS UNLIMITED LLC		7685 ESTERO BLVD	FORT MYERS BEACH	FL	33931	815	BUTTONWOOD DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 9 PB 6 PG 6<CR>LOT 32
34	FALSE	10126865	24-46-23-01-00009.0030	D + R GRANITE AND MARBLE LLC		2419 SE 8TH PL	CAPE CORAL	FL	33990	809	BUTTONWOOD DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 9 PB 6 PG 6<CR>LOTS 33 THRU 35
35	FALSE	10126866	24-46-23-01-00010.0030	SAN CARLOS ISLAND ANNEX LLC		103 15TH AVE NW #200	WILLMAR	MN	56201	816	BUTTONWOOD DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 10 PB 6 PG 6<CR>LOT 3 LESS S 16 FT
36	FALSE	10126867	24-46-23-01-00010.0040	RYAN BUTTONWOOD HOLDINGS LLC		6662 ESTERO BLVD APT 108	FORT MYERS BEACH	FL	33931	820	BUTTONWOOD DR		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 10 PB 6 PG 6<CR>LOT 4
37	FALSE	10126882	24-46-23-35-00000.0010	MACER PAUL +		PO BOX 2521	FORT MYERS BEACH	FL	33932	19281	SAN CARL	1	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOTS 1 + 2
38	FALSE	10126883	24-46-23-35-00000.0030	MAZE JOHN ORAN +		3808 HIRONDELLE LN	FLORISSANT	MO	63034	19281	SAN CARL	3	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 3
39	FALSE	10126884	24-46-23-35-00000.0040	SUSAN I WOOD TRUST +		504 E BAKER ST	WARSAW	IN	46580	19281	SAN CARL	4	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 4
40	FALSE	10126885	24-46-23-35-00000.0050	JAMES + MARY LOU SMITH TRUST		1505 RANCH ROAD	WARSAW	IN	46580	19281	SAN CARL	5	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 5
41	FALSE	10126886	24-46-23-35-00000.0060	RICK WOOD TRUST +		504 E BAKER ST	WARSAW	IN	46580	19281	SAN CARL	6	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 6 AND 6A
42	FALSE	10126887	24-46-23-35-00000.0070	AVINK CYNTHIA S TR		14222 GREEN ST	GRAND HAVEN	MI	49417	19281	SAN CARL	7	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 7
43	FALSE	10126888	24-46-23-35-00000.0080	YAKE JEFFRY L		19281 SAN CARLOS BLVD #8	FORT MYERS BEACH	FL	33931	19281	SAN CARL	8	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 8
44	FALSE	10126889	24-46-23-35-00000.0090	JAMIESON DARYL		8964 INKSTER RD	ROMULUS	MI	48174	19281	SAN CARL	9	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LTS 9+10
45	FALSE	10126890	24-46-23-35-00000.00CE	GULF COVE TRAILER PARK ASSN		19281 SAN CARLOS BLVD OF	FORT MYERS BEACH	FL	33931		RIGHT OF WAY		FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6/6 L/TS 7-24<CR>CR>C/ FOR GULF COVE CO-OP
46	FALSE	10126891	24-46-23-35-00000.0110	MACER DEBRA		PO BOX 2521	FORT MYERS BEACH	FL	33932	19281	SAN CARL	11	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 11
47	FALSE	10126892	24-46-23-35-00000.0120	ABATE MIKE J & LORRI K		10525 VINE PALM RD	FORT MYERS	FL	33966	19281	SAN CARL	12	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 12
48	FALSE	10126893	24-46-23-35-00000.0130	LONERGAN JOHN R &		8500 BIG MANGROVE DR	FORT MYERS	FL	33908	19281	SAN CARL	13	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 13
49	FALSE	10126908	24-46-23-35-00000.0280	TROYER MARTIN & TERI		1344 E GALYN ST	STURGIS	MI	49091	19281	SAN CARL	28	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 28
50	FALSE	10126909	24-46-23-35-00000.0290	SCHAUER RAYMOND W &		3830 TIFFANY LN	HERMITAGE	PA	16148	19281	SAN CARL	29	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 29
51	FALSE	10126910	24-46-23-35-00000.0300	COLEMAN PAMELA		19281 SAN CARLOS BLVD #3	FORT MYERS BEACH	FL	33931	19281	SAN CARL	30	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 30
52	FALSE	10126911	24-46-23-35-00000.0310	THOMPSON LESLIE A & GAYLE D		3107 160TH ST	BELMOND	IA	50421	19281	SAN CARL	31	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 31
53	FALSE	10126912	24-46-23-35-00000.0320	MILD RICHARD L JR &		2950 MOREFIELD RD	HERMITAGE	PA	16148	19281	SAN CARL	32	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 32
54	FALSE	10126913	24-46-23-35-00000.0330	LANIE JOE & CAROLYN		152 WILFETRANCHE DR	WEST LAFAYETTE	IN	47906	19281	SAN CARL	33	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 33
55	FALSE	10126914	24-46-23-35-00000.0340	PINTAR JOSEPH M & BETTY L TR		9600 SUNSET COVE LN #118	FORT MYERS	FL	33919	19281	SAN CARL	34	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 34
56	FALSE	10126915	24-46-23-35-00000.0350	WASSKO PAUL G & DEBORAH A		2280 FLEETWOOD DR	HERMITAGE	PA	16148	19281	SAN CARL	35	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOTS 35
57	FALSE	10126916	24-46-23-35-00000.0360	COLLIER RUTH ANN TR		9055 BISMARK HWY	VERMONTVILLE	MI	49096	19281	SAN CARL	36	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 36
58	FALSE	10126917	24-46-23-35-00000.0370	SALEK LAVERNE J +		148 EMERALD LAND	FRUITLAND	IA	52749	19281	SAN CARL	37	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 37
59	FALSE	10126918	24-46-23-35-00000.0380	BURTON LARRY D & EVELYN M		4385 SOUTH TRIANGLE TRAI	MONTICELLO	IN	47960	19281	SAN CARL	38	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 38
60	FALSE	10126919	24-46-23-35-00000.0390	KUROWSKY AUDREY		663 HAZEL ST	GIRARD	OH	44420	19281	SAN CARL	39	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 39
61	FALSE	10126920	24-46-23-35-00000.0400	VERVORN DAVID A		65598 300TH ST	WARROAD	MN	56763	19281	SAN CARL	40	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 40
62	FALSE	10126921	24-46-23-35-00000.0410	PAINE JOHN +		643 CATHY ANN DR	BOARDMAN	OH	44512	19281	SAN CARL	41	FORT MYE	33931	SAN CARLOS ON THE GULF-CR>BLK 8 PB 6 PG 6<CR>LOT 41
63	FALSE	10126922	24-46-23-35-00000.0420	HICKEY KATHY LYNN +</											

[illegible]



SAN CARLOS ISLAND ANNEX LLC
103 15TH AVE NW #200
WILLMAR MN 56201

UNKNOWN HEIRS OF
1130 MAIN ST
FORT MYERS BEACH FL 33931

OLSEN MARINE HOLDINGS LLC
12191 CORCORAN PL
FORT MYERS FL 33913

UNKNOWN HEIRS OF
1130 MAIN ST
FORT MYERS BEACH FL 33931

WEHMEYER ALLEN & CHRISTINE
1644 HICKORY CIR NE
SOLON IA 52333

SAN CARLOS LODGE INC
JOEL HALL
5861 N COUNTY RD 375 E
PITTSBORO IN 46167

HANDS DAVID RICHARD &
777 SAN CARLOS DR
FORT MYERS BEACH FL 33931

CONRAD RONALD J SR & SANDRA
440 RAYMOND PL #6
DUBUQUE IA 52001

BRASWELL JOHN AUBURN TR
1796 BALVENIE
BRENTWOOD TN 37027

WOLFS RUDOLPH & VERONICA
801 SAN CARLOS DR
FORT MYERS BEACH FL 33931

WOLFS RUDOLPH + VERONICA
801 SAN CARLOS DR
FORT MYERS BEACH FL 33931

RIFICI JOHN & GIOVANNA
805 SAN CARLOS DR
FORT MYERS BEACH FL 33931

LEA RONALD A & BARBARA K
807 SAN CARLOS DR
FORT MYERS BEACH FL 33931

LANGLEY COLIN MARK +
130 PEARL ST
FORT MYERS BEACH FL 33931

AIKENS GREGORY J L/E
14012 WOLL DR
LAKEVIEW OH 43331

NADEAU THOMAS R +
945 SAN CARLOS DR
FORT MYERS BEACH FL 33931

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

RAJB LLC
3618 FOWLER ST #D
FORT MYERS FL 33901

JBRA JUNIOR LAND HOLDINGS LLC
3618 FOWLER ST #D
FORT MYERS FL 33901

SAN CARLOS FAMILY RESORT LLC
361 SEMINOLE WAY
FORT MYERS BEACH FL 33931

LINK G ARDEN & DOROTHY G TR
7692 SCHOOLHOUSE LN
ZIONSVILLE PA 18092

SFFC LLC
17911 PALM CIRCLE
FORT MYERS BEACH FL 33931

19170 SAN CARLOS CORP
19170 SAN CARLOS BLVD
FORT MYERS BEACH FL 33931

JBRA JUNIOR LAND HOLDINGS LLC
3618 FOWLER ST
FORT MYERS FL 33901

BON AIR INVESTORS GROUP LLC
13177 N EASTSHORE DR
SYRACUSE IN 46567

SAN CARLOS LODGE INC
JOEL HALL
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PITTSBORO IN 46167

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

MAJD LLC
4109 W RIVERSIDE DR
FORT MYERS FL 33901

D + R GRANITE AND MARBLE LLC
2419 SE 8TH PL
CAPE CORAL FL 33990

PETRO OF SOUTH FLORIDA INC
8673 LITTLETON RD
N FT MYERS FL 33903

OAK STREET TRADERS LLC
786 OAK ST
FORT MYERS BEACH FL 33931

OAK STREET TRADERS LLC
786 OAK ST
FORT MYERS BEACH FL 33931

LEMONS UNLIMITED LLC
6875 ESTERO BLVD
FORT MYERS BEACH FL 33931

D + R GRANITE AND MARBLE LLC
2419 SE 8TH PL
CAPE CORAL FL 33990

SAN CARLOS ISLAND ANNEX LLC
103 15TH AVE NW #200
WILLMAR MN 56201

RYAN BUTTONWOOD HOLDINGS LLC
6662 ESTERO BLVD APT 108
FORT MYERS BEACH FL 33931

MACER PAUL +
PO BOX 2521
FORT MYERS BEACH FL 33932

MAZE JOHN ORAN +
3808 HIRONDELLE LN
FLORISSANT MO 63034

SUSAN J WEED TRUST +
504 E BAKER ST
WARSAW IN 46580

JAMES + MARY LOU SMITH TRUST
1505 RANCH ROAD
WARSAW IN 46580

RICK WEED TRUST +
504 E BAKER ST
WARSAW IN 46580

AVINK CYNTHIA S TR
14222 GREEN ST
GRAND HAVEN MI 49417

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ROMULUS MI 48174

GULF COVE TRAILER PARK ASSN
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FORT MYERS BEACH FL 33931

MACER DEBRA
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FORT MYERS FL 33966

LONERGAN JOHN R &
8500 BIG MANGROVE DR
FORT MYERS FL 33908

TROYER MARTIN & TERI
1344 E GALYN ST
STURGIS MI 49091

SCHAUER RAYMOND W &
3830 TIFFANY LN
HERMITAGE PA 16148

COLEMAN PAMELA
19281 SAN CARLOS BLVD #30
FORT MYERS BEACH FL 33931

THOMPSON LESLIE A & GAYLE D
3107 160TH ST
BELMOND IA 50421

MILD RICHARD L JR &
2950 MOREFIELD RD
HERMITAGE PA 16148

LANIE JOE & CAROLYN
152 VILLEFRANCHE DR
WEST LAFAYETTE IN 47906

PINTAR JOSEPH M & BETTY L TR
9600 SUNSET COVE LN #116
FORT MYERS FL 33919

WASKO PAUL G & DEBORAH A
2280 FLEETWOOD DR
HERMITAGE PA 16148

COLLIER RUTH ANN TR
9055 BISMARCK HWY
VERMONTVILLE MI 49096

SALEK LAVERNE J +
148 EMERALD LAND
FRUITLAND IA 52749

BURTON LARRY D & EVELYN M
4385 SOUTH TRIANGLE TRAIL
MONTICELLO IN 47960

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663 HAZEL ST
GIRARD OH 44420

VERWORN DAVID A
65598 300TH ST
WARROAD MN 56763

PAINE JOHN +
643 CATHY ANN DR
BOARDMAN OH 44512

HICKEY KATHY LYNN +
3876 MOREFIELD RD
HERMITAGE PA 16148

WERNER MITCHELL C +
827 DURHAM BROWN RD
SENECA SC 29678

MACDONALD JEFFREY
1542 ALMEDA WAY
FORT MYERS FL 33901

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22365 ALKIRE RD
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BOLLENBACHER JAMES &
314 CANTERBURY DR
HURON OH 44839

BATES JAMES D +
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3002 PINE AVE SW
HOWARD LAKE MN 55349

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HINKLE BEVERLY A TR
19281 SAN CARLOS BLVD #58
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DEFIANCE OH 43512

RODGERS MICHAEL J +
18 CAPTAIN TEACH RD
EAST SANDWICH MA 02537

GULF COVE TRAILER PARK ASSN
19281 SAN CARLOS BLVD OFC
FORT MYERS BEACH FL 33931

GULF COVE TRAILER PARK ASSN
19281 SAN CARLOS BLVD OFC
FORT MYERS BEACH FL 33931

GULF COVE INC
19281 SAN CARLOS BLVD OFC
FORT MYERS BEACH FL 33931

GULF COVE TRAILER PARK ASSN
19281 SAN CARLOS BLVD OFC
FORT MYERS BEACH FL 33931

GULF COVE INC
19281 SAN CARLOS BLVD OFC
FORT MYERS BEACH FL 33931

LEVI MICHAEL A &
825 SAN CARLOS DR
FORT MYERS BEACH FL 33931

HENNESSEY JOHN M &
10754 ELDORADO CIR
NOBLESVILLE IN 46060

815 SAN CARLOS LLC
101 BEACON DR
WILDER KY 41076

SHAW JOHN R & DEBRA G TR
811 SAN CARLOS DR
FORT MYERS BEACH FL 33931

ZOMBECK JOHN THOMAS &
3835 LINCOLN ST
DEARBORN MI 48124

JOLLY BARRY +
1097 RACETRACK RD
ALEXANDRIA KY 41001

TRIPP COLIN & LYNN
22672 MADISON ST
SAINT CLAIR SHORES MI 48081

HENNESSEY JOHN M &
10754 ELDORADO CIR
NOBLESVILLE IN 46060

MILLER SCOTT R & EMILY L
484 N 9TH ST
OSKALOOSA IA 52577

WELLS DANIEL & HILARY
1609 MILLIKAN
CHAMPAIGN IL 61822



JBRA CPD Request Statement

I. REQUEST

JBRA Junior Land Holdings, LLC and RAJB, LLC ("Applicant") seeks to rezone the 0.6+/- acres located on the corner of San Carlos Blvd and Main Street, and two interior parcels fronting South Street, particularly 810 and 816 South Street, Fort Myers Beach Florida 33931 in unincorporated Lee County, Florida. The Applicant seeks to rezone the subject property from Residential Two-Family Conservation (TFC-2) and Commercial (C-1) to Commercial Planned Development (CPD). The CPD will allow for 2,840 SF package store and commercial parking. The site will connect to Lee County Utilities. Maximum building height is 30 feet.

II. EXISTING CONDITIONS

The property is in the Urban Community Future Land Use, within the San Carlos Community Plan Area and within the San Carlos Commercial Corridor & Corridor Expansion Area per LDC Section 33-1743.

The southeastern parcel fronting on the corner of Main Street and San Carlos Boulevard is an existing commercial building that will be developed into a retail package store. There are 13 existing parking spaces on the site; 12 of which will remain to fulfill the requirement for the package store, and a dumpster has been added to the additional parking space. The existing building has connections to Lee County Utilities and those connections will remain.

The northern most parcel within the CPD, 816 South Street, is an existing vacant property and is utilized for outdoor storage. The southern parcel within the CPD, 810 South Street, has an existing two story duplex. The duplex will remain on site until it is voluntarily removed by the property owner. The northern most parcel within the CPD, 816 South Street, is an existing vacant property historically utilized for outdoor storage.

The surrounding area is as follows in the table below and demonstrates a dynamic, mixed-use and tourist-oriented corridor that serves as the gateway to Fort Myers Beach. Surrounding land uses in the general area include restaurant and entertainment, high, medium and low density housing, hotel/motel, and tourist-oriented retail stores and services.

Table 1: Inventory of Surrounding Lands

	FUTURE LAND USE	ZONING	EXISTING LAND USE
NORTH	Urban Community	CPD	Commercial Business, Restaurant
SOUTH	Public Facilities	TFC-2	Treatment Plant; ROW Main Street, Public Parking Lot
EAST	Urban Community	MH-2	Mobile Home Park
WEST	Suburban	RS-1	Single Family Residential

Public infrastructure is in place to serve the intensive, existing development pattern, including arterial roads, utilities, fire/EMS, and solid waste. The site is served by Lee County Utilities, Fort Myers

Beach Fire District, and Lee County Sheriff. A letter of availability from Lee County Utilities is provided confirming capacity.

IV. FUTURE CONDITIONS

The proposed development will allow for the existing commercial structure to be redeveloped into a package store with all required parking provided on site. The two remaining parcels will be combined to create a high turnover commercial parking lot to service the surrounding businesses and nearby public beaches.

High-turnover LDC Regulations:

- 34-2017(a)(2) High turnover parking lots. All parking spaces, except those seaward of the coastal construction control line, must have a paved, dust free, all-weather surface from the aisle to the parking block or curb. All disabled parking spaces, including disabled parking spaces seaward of the coastal construction control must be paved with asphalt or concrete to provide a smooth surface without gaps or holes that create a danger to the user. For all other parking spaces, the term "paved" will be interpreted to mean and include asphalt, concrete, paving block and other similar types of treatment. Parking spaces, excluding disabled parking spaces, located seaward of the coastal construction control line must be stabilized with treatments approved by the Director.

The applicant will meet these requirements.

- 34-2012 Definitions: Applies to parking lots wherein vehicles are parked for relatively short periods of time ranging from a few minutes to several hours. Customer parking for retail establishments, offices, or similar establishments is considered high turnover.

The 33 high-turnover spaces are primarily intended to be used for employees working on Fort Myers Beach, which has limited public parking, along with visitors to the public beaches and amenities.

The package store parcel includes two (2) ingress and egress access points; both onto Main Street.. The commercial parking lot will provide one point of ingress and one point of egress onto South Street creating a clear circulation path for the residents. There will be a proposed landscape buffer around the perimeter of the commercial parking lot, with additional green space and dry retention along the interior lot line. The current commercial building has existing green space along the side and rear of the building that will be maintained. Deviations are requested where the site cannot meet current LDC standards, largely relating to buffering and access, as this is an infill redevelopment site. Furthermore, a deviation is requested to allow for a package store within 150 feet from Sunnyland Mobile Home Park and 291 feet from a single-family home at 810 San Carlos Drive.

VI. LDC COMPLIANCE

LDC 34-145(D)(4)A.1: FINDINGS/REVIEW CRITERIA FOR APPROVAL BY THE HEX

a) Complies with the Lee Plan;

The property is in the Urban Community FLUC, which are areas characterized by a mixture of relatively intense commercial and residential uses.

Other policies within the Lee Plan are analyzed in later sections showing compliance with the following:

- 4.1.1, 6.1.1, 6.1.4, 6.1.7, 32.1.1, 32.1.2, 32.2.1, 32.2.2, 95.1.3, 125.1.2, 125.1.3.

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

The applicant has submitted a request for various deviations with this request. The proposed deviations are justified based on the site's longstanding configuration and its practical functionality. The package store's proximity to Sunnyland Mobile Home Park and a single-family home is mitigated by its orientation and access via San Carlos Blvd, avoiding residential traffic impact. The 40-foot driveway separation has been safe and functional since before 1998, avoiding unnecessary alterations. Lack of perimeter plantings and reduced landscape island width optimize space and operational efficiency. Buffer reductions along the north, east, and south boundaries align with historical use without adverse impacts. Maintaining access via Main Street prevents traffic conflicts on San Carlos Blvd. A narrower one-way parking aisle maximizes parking availability while ensuring safety. Lastly, the current parking lot layout allows safe vehicle exit, avoiding costly redesigns.

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

The surrounding area includes both commercial and residential uses. One parcel within the CPD is located on the northwest corner of San Carlos Boulevard and Main Street, with the two remaining parcels and interior lots fronting South Street, and a utility treatment plant abutting the property to the south.

The area along San Carlos Blvd is predominantly commercial, with various retail establishments that cater to both locals and tourists. The existing commercial building on the northwest corner of San Carlos Boulevard and Main Street will be redeveloped into a package store with no increase in the size or scale of the building. The introduction of a package store aligns with the commercial character of the corridor and complements the existing commercial uses. The vicinity hosts several establishments that hold liquor licenses, including an adult entertainment venue to the north. This establishes a precedent for alcoholic beverage sales in the area, suggesting that the proposed package store would fit seamlessly into the current commercial landscape.

The development site is effectively screened by an intervening utility parcel, which provides a natural buffer between the proposed commercial use and any potentially less intensive uses nearby. Additionally, South Street itself acts as a buffer, further mitigating any potential impacts on surrounding properties.

Cumulatively, the rezoning to CPD with the proposed package store and commercial parking lot is well-suited to the commercial nature of the San Carlos Blvd corridor. The project is in harmony with the surrounding uses, enhances the area's commercial diversity, and is located to serve residents and guests.

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

As mentioned above in the Narrative, the proposed development will provide parking for the commercial package store and a commercial parking lot to service the surrounding

businesses and beaches. The subject property will strictly provide 12 parking spaces for the commercial business and 33 parking spaces within the public parking lot.

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

The surrounding road network is adequate to support the proposed development. The additional commercial parking lot will not adversely affect the transportation facilities within San Carlos Community Plan Area.

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

Adding additional parking will not adversely affecting the environmentally sensitive and critical areas. This proposed site does not have environmentally sensitive areas and will remain within the guidelines for development in the Coastal Rural FLUC, specifically Policy 24.4.4.

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

The Property has access to the necessary utilities to service the project and all urban services are adequate to serve the proposed development. A letter of availability has been secured from Lee County Utilities.

34-145(D)(4)A.2: FINDINGS/REVIEW CRITERIA FOR PD'S

- a) The proposed use or mix of uses is appropriate at the proposed location;***

The subject site is located west of San Carlos Boulevard and north of Main Street. The proposed development will allow for additional parking for guests of the San Carlos Community Plan Area as well as the local residents and tourists patronizing the businesses.

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

Conditions have not yet been set.

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

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

A deviation is a requesting leniency from a regulation that requires a 500-foot separation between a package store and any existing dwelling unit. The sale of alcohol is not uncommon for this site as the parcel directly abutting to the north holds a liquor license therefore suggesting that the proposed package store would fit seamlessly into the current commercial landscape. Additionally, package store proposes no increase to the size or scale of the building which are familiar to the surrounding residents.

d) This request will not adversely affect environmentally critical areas and natural resources.

The site does not contain any environmentally critical areas or areas containing natural resources. The existing commercial building will be redeveloped into the package store with no increase to the size or scale of the building. The site is in the Coastal High Hazard Area. The site is also located with AE Flood Zone.

VII. LEE PLAN COMPLIANCE

The following is an analysis of the Comprehensive Plan Amendment, and the companion Commercial Planned Development, meets consistency with goals, objectives, and policies of the Lee County Comprehensive Plan (Lee Plan).

GOAL 4

Standard 4.1.1: Water & 4.1.2: Sewer

A letter of availability has been received from Lee County Utilities confirming the properties are within the Lee County Utilities Future Service Area as shown on Map 4A and Map 4B of the Lee Plan.

GOAL 6 (COMMERCIAL LAND USES)

POLICY 6.1.1

a. Traffic and access impacts;

The package sale parcel will include two ingress and egress access points; from San Carlos Boulevard and Main Street. The commercial parking lot will provide one point of ingress and one point of egress onto South Street creating a clear circulation path for the residents.

c. Screening and buffering;

- A type "A" buffer of 5 feet will be provided along all internal property lines on the commercial parking lot property (810 and 816 South Street), with a type "D" buffer of 15 feet along the street frontage of South Street. The type "A" landscape buffer will include a minimum of 4 trees and the type "D" buffer will include a minimum of 5 trees per Section 10-416 of the LDC.
- A modified type "A" buffer will be provided along all the northern property line on the commercial retail site. The applicant is proposing a 4-foot-wide buffer where the code requires 5 feet, this modified buffer will provide a minimum of 4 trees per Section 10-416 of the LDC.

d. Availability and adequacy of services and facilities;

This area is an existing commercial site being serviced by Lee County Utilities as evident by the letters of utility availability for water.

e. Impact on adjacent land uses and surrounding neighborhoods;

The surrounding area includes both commercial and residential uses. One parcel within the CPD is located on the northwest corner of San Carlos Boulevard and Main Street, with the two remaining parcels and interior lots fronting South Street, and a utility treatment plant abutting the property to the south.

The area along San Carlos Blvd is predominantly commercial, with various retail establishments that cater to both locals and tourists. The existing commercial building on the northwest corner of San Carlos Boulevard and Main Street will be redeveloped into a package store with no increase in the size or scale of the building.

The development site is effectively screened by an intervening utility parcel, which provides a natural buffer between the proposed commercial use and any potentially less intensive uses nearby. Additionally, South Street itself acts as a buffer, further mitigating any potential impacts on surrounding properties.

Cumulatively, the rezoning to CPD with the proposed package store and commercial parking lot is well-suited to the commercial nature of the San Carlos Blvd corridor. The project is in harmony with the surrounding uses, enhances the area's commercial diversity, and is located to serve residents and guests.

f. Proximity to other similar centers; and

The introduction of a package store aligns with the commercial character of the corridor and complements the existing commercial uses. The vicinity hosts several establishments that hold liquor licenses, including an adult entertainment venue to the north. This establishes a precedent for alcoholic beverage sales in the area, suggesting that the proposed package store would fit seamlessly into the current commercial landscape.

g. Environmental considerations.

The site does not contain any environmentally critical areas or areas containing natural resources. The existing commercial building will be redeveloped into the package store with no increase to the size or scale of the building. The site is in the Coastal High Hazard Area. The site is also located with AE Flood Zone.

POLICY 6.1.4: Commercial development will be approved only when compatible with adjacent existing and proposed land uses and with existing and programmed public services and facilities.

The package store property abuts a commercial business to the north, a sewer pump station to the west, a public parking lot to the south, and a mobile home park to the east. The site is located on the corner of a major arterial road (San Carlos Blvd) and a local road (Main Street) where commercial is adequate. The commercial parking lot along South Street, a local road, is compatible with the surround neighborhood as it provides for overflow parking for the surround commercial businesses and provides parking for beach goers.

POLICY 6.1.7: Prohibit commercial developments from locating in such a way as to open new

areas to premature, scattered, or strip development; but permit commercial development to infill on small parcels in areas where existing commercial development would make a residential use clearly unreasonable.

The proposed CPD development aligns with the policy of preventing premature, scattered, or strip development. Our project is a commercial redevelopment on small parcel that will not increase in size or scale, in an area where existing commercial development is abutting to the north and a utility sewer plant is abutting to the west. This redevelopment enhances the commercial character of the San Carlos Blvd corridor, ensuring responsible and appropriate land use without opening new areas to increased development.

GOAL 32: SAN CARLOS ISLAND

POLICY 32.1.1: New development and substantial redevelopment within the Industrial Development and the DRMUWD land use categories on San Carlos Island will be permitted only in accordance with the following criteria (See glossary for definitions and Maps 1-A and 1-H for boundaries). However, in no event will Lee County permit new or expanded petroleum facilities which would serve uses other than marine-related uses.

2. North of Main Street – Within the Water-Dependent Overlay zone which is defined as land within 150 feet of the shoreline: water-dependent marine industrial uses and recreational marinas.

The subject property is not within the Water-Dependent Overlay zone.

POLICY 32.1.2: New development and substantial redevelopment within a portion of the Urban Community land use category on San Carlos Island will be subject to the additional requirement that within a Water-Dependent Overlay zone, wet or dry storage recreational marinas and other water-dependent uses only will be permitted. This Water-Dependent Overlay zone affects two separate areas, both lying south of Main Street and east of San Carlos Boulevard, as depicted on Map 1-H and described as follows: land within 150 feet of the shoreline along the inlet (between other lands designated as Industrial Development but exempting the Gulf Cove Trailer Park); and land within 300 feet of the shoreline and lying east of, and within 930 feet of, the main Industrial Development area.

The subject property is not within the Water-Dependent Overlay zone.

POLICY 32.2.2: Prior to the expenditure of public funds for the construction of new parking facilities within San Carlos Island, an analysis of the relationship of the facility to the level of service on constrained and backlogged roads will be undertaken, in order to determine if the location, size and function of the facility is appropriate and consistent with the adopted CRA plan and the Transportation Element.

The proposed CPD development is a private initiative and will not involve the expenditure of public funds for the construction of new parking facilities. Our project will independently address parking needs without impacting public resources, ensuring alignment with the adopted CRA plan and the Transportation Element.

POLICY 95.1.3: LOS standards will be the basis for planning and provision of required public facilities and services within Lee County. Regulatory LOS standards will be the basis for determining the adequacy of public facilities for the purposes of permitting new development.

Compliance with non-regulatory LOS standards will not be a requirement for continued development permitting but will be used for facility planning purposes. The LOS will be the basis for facility design, for setting impact fees, and (where applicable) for the operation of the Concurrency Management System (CMS).

Potable Water – Lee County Utilities has stated in a letter of availability that they currently serve the site and have capacity to serve the expanded use.

POLICY 125.1.2: New development and additions to existing development must not degrade surface and ground water quality.

As mentioned, because it is being rezoned to a commercial planned development (CPD) the site will now have to comply with water quality requirements according to the LDC at the time of local development order and through permitting via the South Florida Water Management District.

POLICY 125.1.3: The design, construction, and maintenance of artificial drainage systems must provide for retention or detention areas and vegetated swale systems that minimize nutrient loading and pollution of freshwater and estuarine systems.

A dry retention area will be integrated in the design of the commercial parking lot property (810 and 816 South Street). This detention area will be located within the Tye “A” buffer along the internal property line. Additional detention area is being proposed along the southern property line of the commercial parking lot site, abutting the County’s Sewer Treatment Plant.

IX. CONCLUSION

The proposed CPD is compatible with the surrounding land uses, either currently existing or having received zoning approval, and is consistent with all applicable goals, objectives, and policies of the Lee Plan. The proposed uses will complement the surrounding development pattern and provide much needed commercial parking to serve Fort Myers Beach and the ongoing post-lan redevelopment in the area. For these reasons, the Applicant respectfully requests approval.



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TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

TRAFFIC IMPACT STATEMENT

FOR

BREEZE BUILDING CPD

(PROJECT NO. F2405.12)

PREPARED BY:

**TR Transportation Consultants, Inc.
Certificate of Authorization Number: 27003
2726 Oak Ridge Court, Suite 503
Fort Myers, Florida 33901-9356
(239) 278-3090**

June 14, 2024



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- I. INTRODUCTION
- II. EXISTING CONDITIONS
- III. PROPOSED DEVELOPMENT
- IV. TRIP GENERATION
- V. TRIP DISTRIBUTION
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- VII. PROJECTED LEVEL OF SERVICE AND IMPROVEMENTS
- VIII. CONCLUSION



I. INTRODUCTION

TR Transportation Consultants, Inc. has conducted a traffic impact statement to fulfill requirements set forth by the Lee County Department of Community Development for projects seeking rezoning approval. The project site will occupy three parcels located at 19260 San Carlos Boulevard and 816/810 South Street in Lee County, Florida. **Figure 1** illustrates the approximate location of the subject site.

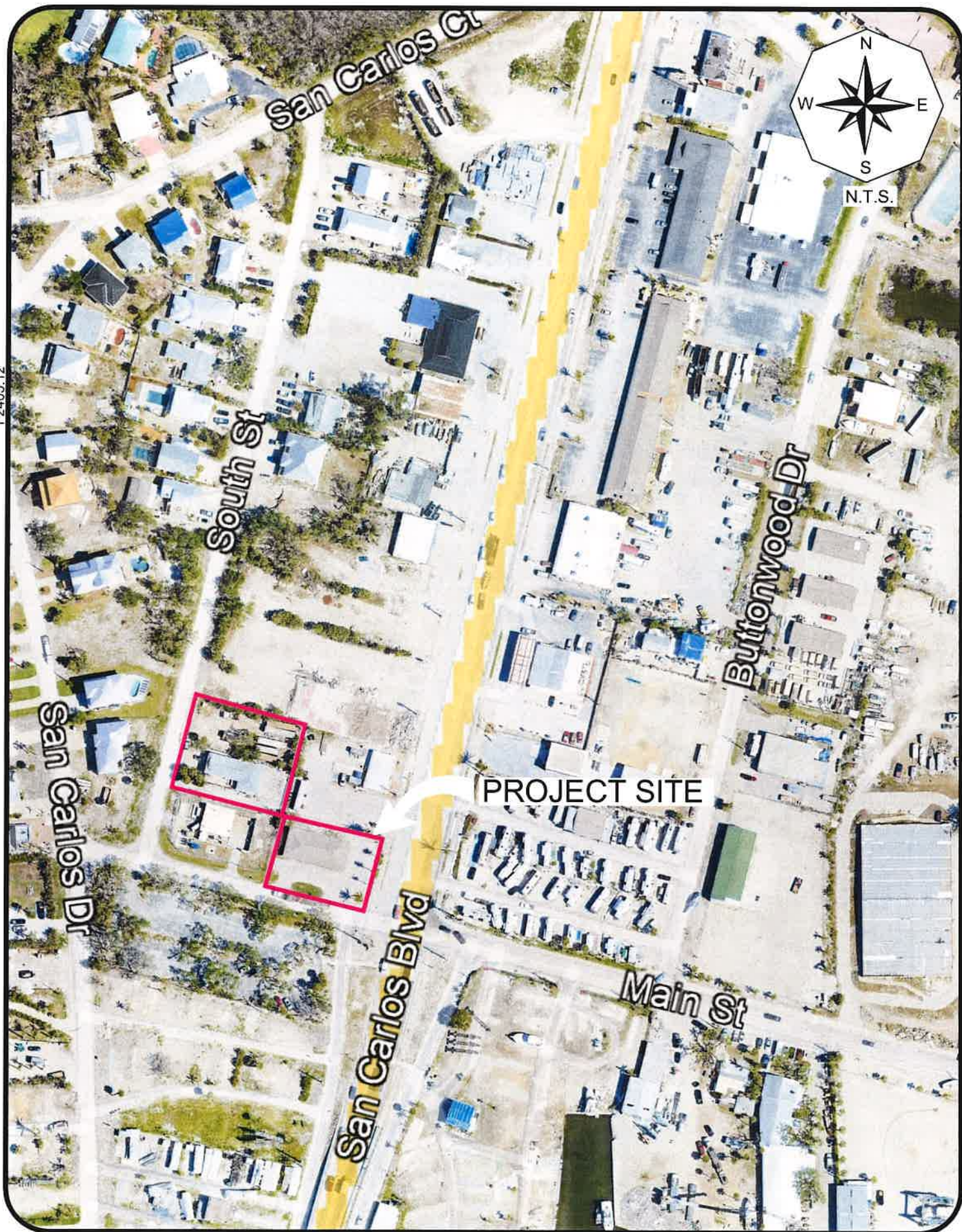
The approximate 0.26-acre parcel (Strap #24-46-23-01-00006.0360) at 19260 San Carlos Boulevard is currently zoned as Commercial (C-1). The two remaining parcels (Straps #24462301000060020 & #24-46-23-01-00006.0030) at 816 & 810 South Street are currently zoned as Residential Two-Family Conservation District (TFC-2). The applicant is proposing to rezone all three parcels to Commercial Planned Development (CPD) to permit the development of a 2,840 square foot package/liquor store along San Carlos Boulevard and up to 33 commercial parking spaces along South Street. Access to the subject site will be provided to Main Street and South Street via two (2) connections at each location.

This report examines the impact of the development on the surrounding roadways and intersections. Trip generation and assignments to the various site access drives were completed and an analysis conducted to determine the impacts of the development on the surrounding streets and intersections.

II. EXISTING CONDITIONS

The parcel at 19260 San Carlos Boulevard is currently occupied by a vacant office building that was previously occupied by the Fort Myers Beach Bulletin. The parcels at 816/810 South Street are currently occupied by a duplex and trailer storage. The overall subject site is generally bordered by Main Street to the south, San Carlos Boulevard (SR 865) to the east, a parking lot and vacant land to the north, and South Street to the west.

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PROJECT LOCATION MAP
BREEZE BUILDING CPD

Figure 1



Main Street & South Street are both two-lane undivided local roadways within the vicinity of the subject site. Main Street has a posted speed limit of 25 mph. Since there is no posted speed limit on South Street, the speed limit per Florida Statute 316.183(2) is 30 mph. Both roadways are under the jurisdiction of the Lee County Department of Transportation.

San Carlos Boulevard (SR 865) is a north/south four-lane undivided arterial to the north of Main Street and a two-lane undivided arterial (Matanzas Pass Bridge) to the south. San Carlos Boulevard (SR 865) has a posted speed limit of 35 mph to the south of Main Street and 45 mph to the north. SR 865 is under the jurisdiction of the Florida Department of Transportation (FDOT). FDOT is beginning an improvement project to SR 865 that will signalize the intersection of San Carlos Boulevard and Main Street. This project will begin construction in August of 2024.

III. PROPOSED DEVELOPMENT

The approximate 0.26-acre parcel (Strap #24-46-23-01-00006.0360) at 19260 San Carlos Boulevard is currently zoned as Commercial (C-1). The two remaining parcels (Straps #24462301000060020 & #24-46-23-01-00006.0030) at 816 & 810 South Street are currently zoned as Residential Two-Family Conservation District (TFC-2). The applicant is proposing to rezone all three parcels to Commercial Planned Development (CPD) to permit the development of a 2,840 square foot package/liquor store along San Carlos Boulevard and a commercial up to 33 commercial parking spaces along South Street. The intent of the proposed commercial parking lot is to be used as additional parking for surrounding businesses and/or park-and-ride lot. **Table 1** summarizes the land use utilized for the purposes of this analysis.

Table 1
Land Use
Breeze Building CPD

Land Use	Proposed
Liquor Store	2,840 Sq. Ft.
Commercial Parking Lot	33 Spaces



Access to the subject site will be provided to Main Street and South Street via two (2) connections at each location.

IV. TRIP GENERATION

The trip generation for the proposed development was determined by referencing the Institute of Transportation Engineer's (ITE) report, titled *Trip Generation Manual*, 11th Edition. Land Use Code 899 (Liquor Store) was utilized for the trip generation purposes of the proposed package/liquor store and Land Use Code 90 (Park-and-Ride Lot with Bus Service) was utilized for the trip generation purposes of the proposed commercial parking lot based on number of occupied parking spaces. Assuming LUC 90 for the commercial parking lot represents the worst-case trip generation scenario for this portion of the property. The commercial parking lot would not generate any new trips should it be entirely utilized as a general parking lot for surrounding businesses instead. The trip generation equations utilized from this land use are contained in the Appendix of this report for reference. **Table 2** outlines the anticipated weekday A.M. and P.M. peak hour and daily trip generation of the development as currently proposed.

Table 2
Trip Generation
Breeze Building CPD

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Liquor Store (2,840 Sq. Ft.)	1	1	2	41	40	81	541
Commercial Parking Lot (33 Parking Spaces)	22	6	28	5	15	20	169
Total Trips	23	7	30	46	55	101	710



V. TRIP DISTRIBUTION

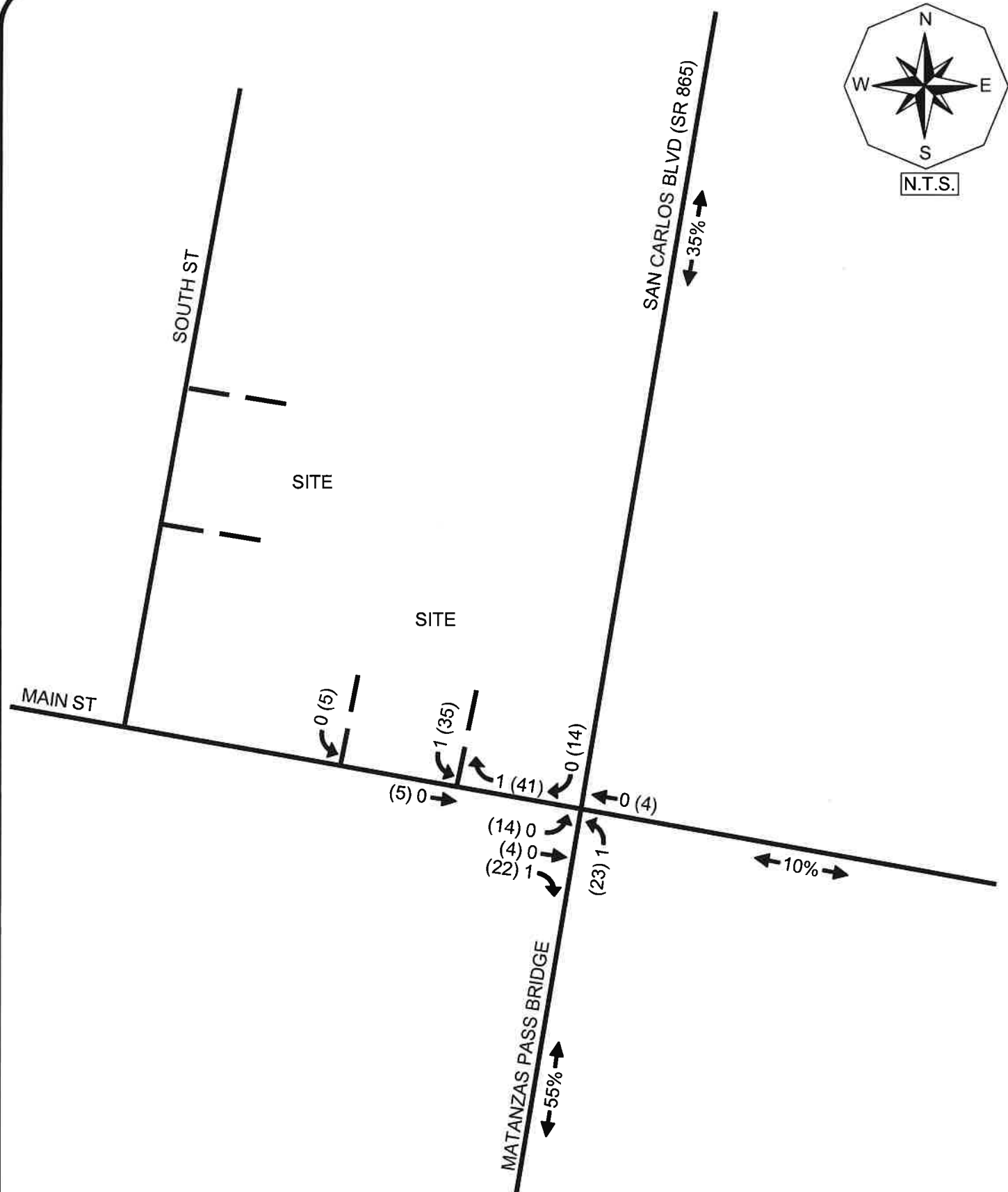
The trips the proposed development is anticipated to generate as shown in Table 2 were then assigned to the surrounding roadway system based on the anticipated routes the drivers will utilize to approach the site. Based on current and projected population in the area and other existing or planned competing/complementary uses in the area, a distribution of the site traffic was formulated. The anticipated trip distribution and assignment of project traffic related to the proposed liquor store site is shown in **Figure 2**. The anticipated trip distribution and assignment of project related traffic related to the proposed commercial parking lot site is shown in **Figure 3**. **Figure 4** illustrates the resulting assignment of all project related trips to the proposed site access drives and surrounding intersections.

In order to determine which roadway segments surrounding the site may be significantly impacted as outlined in the Lee County Traffic Impact Statement Guidelines, **Table 1A**, in the Appendix, was created. This table indicates which roadway links will accommodate greater than 10% of the Peak Hour Level of Service “C” volumes. The Level of Service threshold volumes for San Carlos Boulevard (SR 865) were obtained from FDOT’s *Generalized Service Volume Tables*. Based on Table 1A, no roadway segments in the study area are projected to be significantly impacted as a result of the proposed development.

VI. FUTURE TRAFFIC CONDITIONS

A horizon year analysis of 2029 was selected as the analysis year to evaluate the future impacts this project will have on the surrounding roadway network. Based on this horizon year, a growth rate was applied to the existing traffic conditions for all roadway links in the study area. The growth rate on SR 865 was determined through comparisons of historical annual traffic data obtained from the FDOT’s *Florida Traffic Online* webpage. Based on the project distribution illustrated in Figure 2 and Figure 3, the link data was analyzed for the year 2029 without the development and year 2029 with the development.

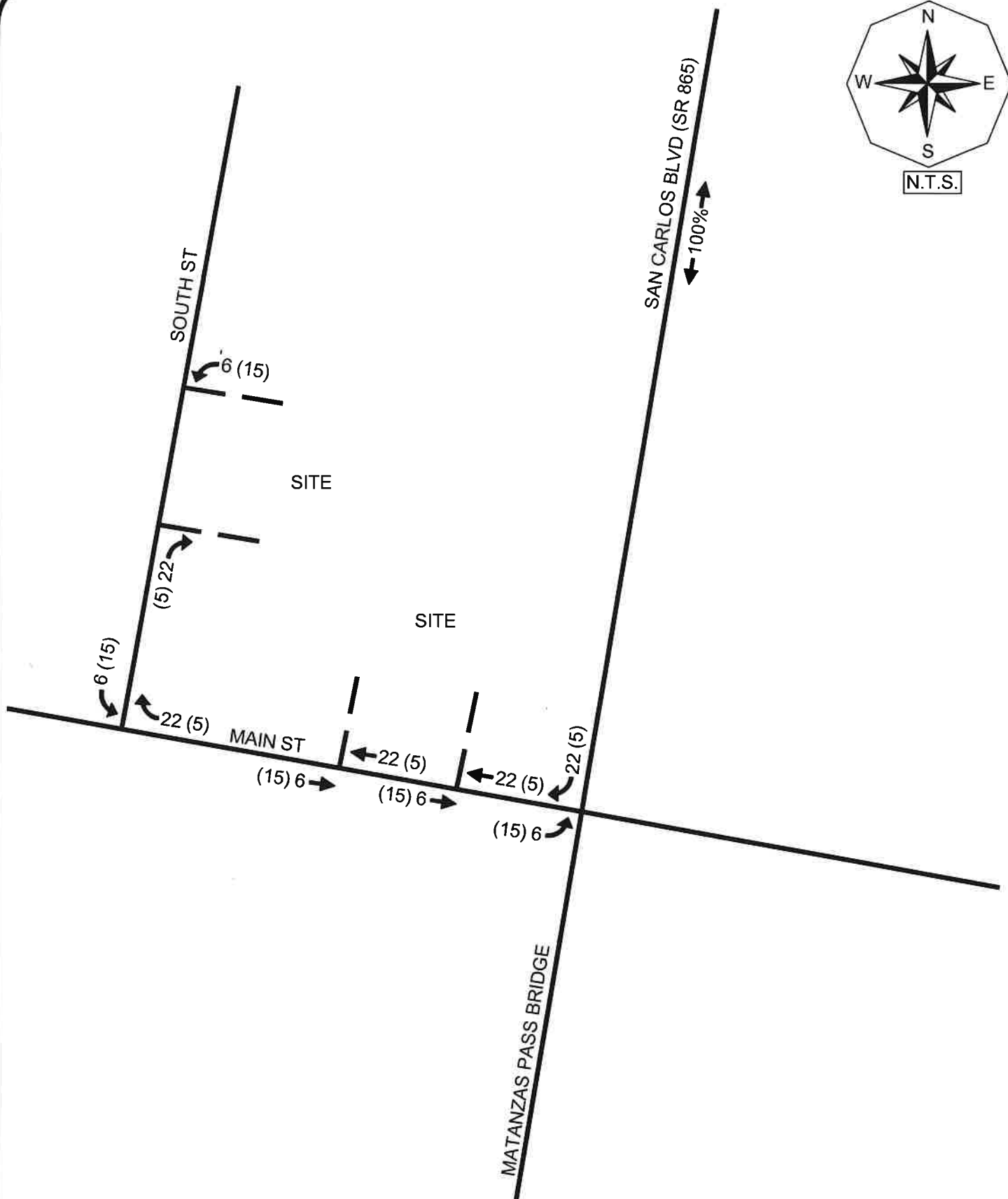
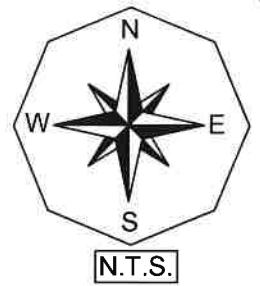
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TRIP DISTRIBUTION & SITE TRAFFIC ASSIGNMENT
LIQUOR STORE SITE
BREEZE BUILDING CPD

Figure 2

F2405.12



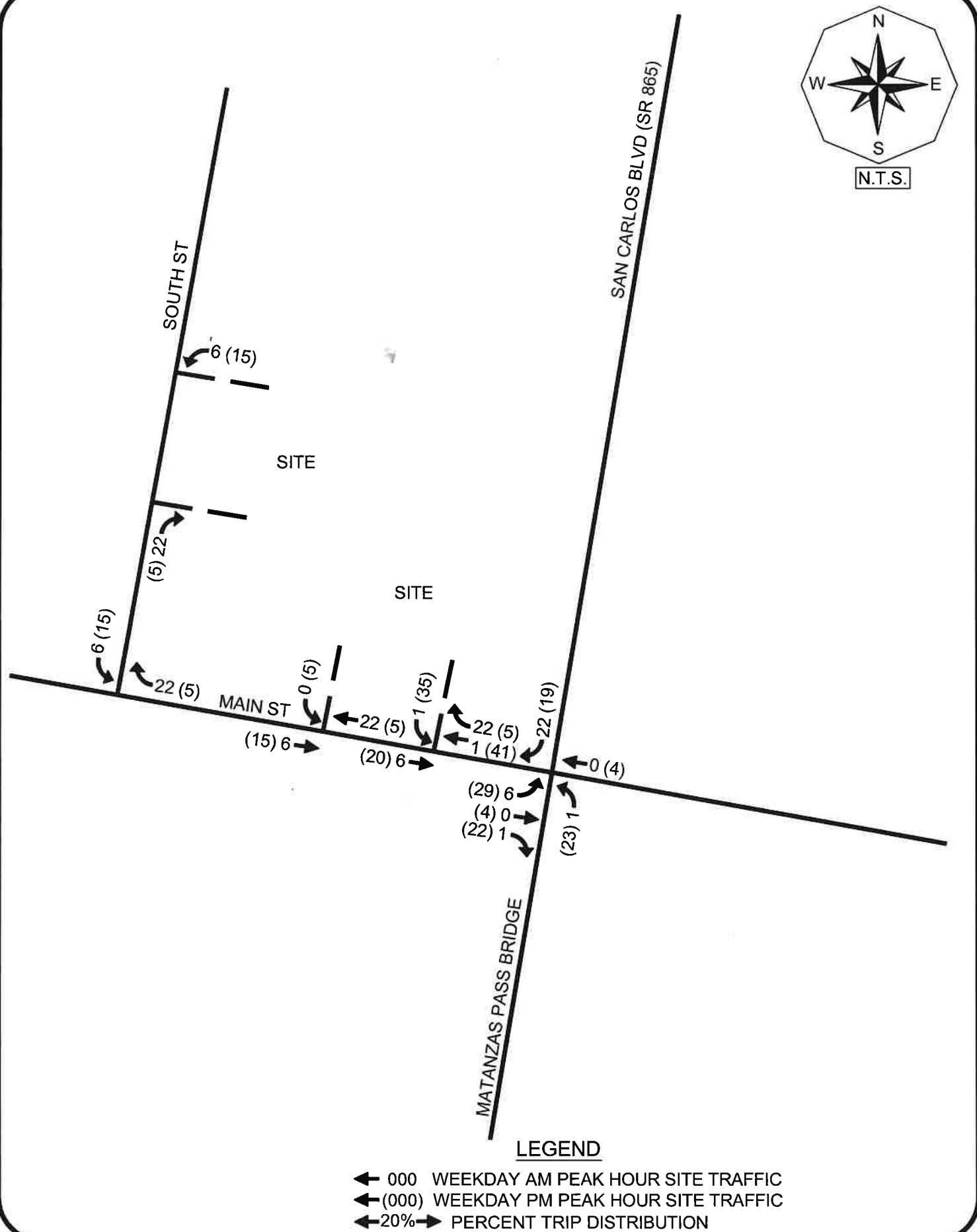
LEGEND

- ← 000 WEEKDAY AM PEAK HOUR SITE TRAFFIC
- ← (000) WEEKDAY PM PEAK HOUR SITE TRAFFIC
- ← 20% → PERCENT TRIP DISTRIBUTION

**TRIP DISTRIBUTION & SITE TRAFFIC ASSIGNMENT
COMMERCIAL PARKING LOT SITE
BREEZE BUILDING CPD**

Figure 3

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SITE TRAFFIC ASSIGNMENT OF
ALL-SITE RELATED TRIPS
BREEZE BUILDING CPD

Figure 4



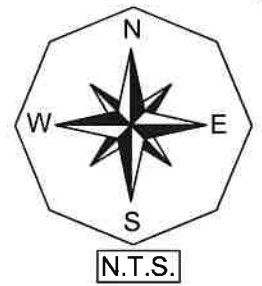
Table 2A in the Appendix of the report indicates the methodology utilized to obtain the year 2029 build-out traffic volumes as well as the growth rate utilized for each roadway segment. The base year traffic volumes were obtained from the 2023 *Lee County Public Facilities Level of Service and Concurrency Report*.

Figure 5 indicates the year 2029 peak hour – peak direction traffic volumes and Level of Service for the various roadway links within the study area. Noted on Figure 5 is the peak hour – peak direction volume and Level of Service of each link should no development occur on the subject site and the peak hour – peak direction volume and Level of Service for the weekday P.M. peak hour with the development traffic added to the roadways. This figure was derived from Table 2A contained in the Appendix.

VII. PROJECTED LEVEL OF SERVICE AND IMPROVEMENTS

Adverse impacts are defined as a degradation of the Level of Service beyond the adopted Level of Service Thresholds for those links as indicated in Table 1A. In comparing the links' functional classification and calculated 2029 traffic volumes to the Service Volume Tables, it was determined that all analyzed roadways are projected to operate above the minimum adopted Level of Service in 2029 both with and without the proposed development. San Carlos Boulevard (SR 865) was shown to operate at a Level of Service "C" in 2029 both with and without the proposed rezoning request. Therefore, roadway capacity improvements will not be warranted as a result of the additional traffic to be generated by the proposed development.

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SOUTH ST

SAN CARLOS BLVD (SR 865)

1,221 - "C"
(1,250 - "C")

SITE

SITE

MAIN ST

MATANZAS PASS BRIDGE

1,221 - "C"
(1,244 - "C")LEGENDXXX - "X" 2029 PEAK SEASON PEAK HOUR PEAK DIRECTION BACKGROUND TRAFFIC
AND LEVEL OF SERVICE DESIGNATION(XXX - "X") 2029 PEAK SEASON PEAK HOUR PEAK DIRECTION BACKGROUND PLUS PM
PEAK DIRECTION PROJECT TRAFFIC AND LEVEL OF SERVICE DESIGNATION**2029 LEVEL OF SERVICE ANALYSIS
BREEZE BUILDING CPD****Figure 5**



Turn lane improvements at the proposed site access drives will be evaluated at the time the project seeks a Local Development Order approval.

VIII. CONCLUSION

The proposed development will occupy three parcels located at 19260 San Carlos Boulevard and 816/810 South Street in Lee County, Florida. The Level of Service analysis conducted as part of this report indicates all roadways to operate above the minimum adopted Level of Service in 2029 both with and without the proposed development. Therefore, roadway capacity improvements will not be warranted as a result of the additional traffic to be generated by the proposed development. The zoning amendment as proposed is consistent with the goals and objectives of the Lee County Comprehensive Plan in that there is sufficient roadway capacity projected to accommodate the anticipated development.

Turn lane improvements at the site access drive intersections will be evaluated at the time the project seeks a Local Development Order approval.

APPENDIX

TABLES 1A & 2A

TABLE 1A
PEAK DIRECTION PROJECT TRAFFIC VS. 10% LOS C LINK VOLUMES
BREEZE BUILDING CPD

Liquor Store Trips

TOTAL AM PEAK HOUR PROJECT TRAFFIC =	2 VPH	IN=	1	OUT=	1
TOTAL PM PEAK HOUR PROJECT TRAFFIC =	81 VPH	IN=	41	OUT=	40

Commerical Parking Lot Trips

TOTAL AM PEAK HOUR PROJECT TRAFFIC =	28 VPH	IN=	22	OUT=	6
TOTAL PM PEAK HOUR PROJECT TRAFFIC =	20 VPH	IN=	5	OUT=	15

<u>ROADWAY</u>	<u>SEGMENT</u>	<u>ROADWAY</u> <u>CLASS</u>	<u>LOS A</u> <u>VOLUME</u>	<u>LOS B</u> <u>VOLUME</u>	<u>LOS C</u> <u>VOLUME</u>	<u>LOS D</u> <u>VOLUME</u>	<u>LOS E</u> <u>VOLUME</u>	<u>CUMULATIVE</u>	
								<u>PM PROJECT</u> <u>TRAFFIC</u> ¹	<u>PROJ/</u> <u>LOS C</u>
San Carlos Blvd (SR 865)	N. of Main St	4LU	0	0	1,596	1,900	1,900	29	1.8%
	S. of Main St	2LB	0	0	1,596	1,900	1,900	23	1.4%

1 Obtained from Figure 4 of the TIS Report.

* Level of Service Threshold were obtained from FDOT's Generalized Service Volume Tables based on C3C roadway classification.

2

<u>Commerical Parking Lot Trips</u>						
TOTAL AM PEAK HOUR PROJECT TRAFFIC	28	VPH	IN=	22	OUT=	8
TOTAL PM PEAK HOUR PROJECT TRAFFIC	20	VPH	IN=	5	OUT=	15

* Remaining 10% of Liquor Store project related traffic was assigned to/from Main Street east of San Carlos Blvd.

**TRAFFIC DATA FROM THE LEE
COUNTY PUBLIC FACILITIES LEVEL
OF SERVICE AND CONCURRENCY
REPORT**

LEE COUNTY ROAD LINK VOLUMES (County- and State-Maintained Roadways)

Link No.	ROAD NAME	LOCATION		ROAD TYPE	PERFORMANCE STANDARD		2022-100TH HIGHEST HOUR		2027 FUTURE FORECAST		Notes			
		FROM	TO		LOS ⁽¹⁾	CAPACITY ⁽²⁾	LOS ⁽¹⁾	VOLUME ⁽³⁾	V/C ⁽³⁾	LOS ⁽¹⁾		VOLUME ⁽³⁾	V/C ⁽³⁾	
19400	ORANGE RIVER BLVD	STALEY RD	BUCKINGHAM RD	2LN	E	1,000	C	381	0.38	C	400	0.40	City of Fort Myers partially located in City of Fort Myers	
19500	ORIOLE RD	SAN CARLOS BLVD	ALICO RD	2LN	E	860	C	130	0.15	C	137	0.16		
19600	ORTIZ AVE	COLONIAL BLVD	SR 82	2LN	E	900	E	1,056	1.17	E	1,110	1.23		
19700	ORTIZ AVE	SR 82	LUCKETT RD	2LN	E	900	E	897	1.00	E	943	1.05		
19800	ORTIZ AVE	LUCKETT RD	SR 80	2LN	E	900	B	374	0.42	B	393	0.44		
19900	PALM BEACH BLVD (SR 80)	PROSPECT AVE	ORTIZ AVE	4LD	D	1,900	C	1,278	0.67	C	1,343	0.71	River Hall Country Club Phase II	
20000	PALM BEACH BLVD (SR 80)	ORTIZ AVE	I-75	6LD	D	2,814	C	1,426	0.51	C	1,499	0.53		
20100	PALM BEACH BLVD (SR 80)	I-75	SR 31	6LD	D	2,814	C	1,618	0.57	C	1,701	0.60		
20200	PALM BEACH BLVD (SR 80)	SR 31	BUCKINGHAM RD	4LD	D	1,900	E	2,204	1.16	E	2,316	1.22		
20300	PALM BEACH BLVD (SR 80)	BUCKINGHAM RD	WERNER DR	4LD	D	1,942	C	1,547	0.80	C	1,724	0.89		
20330	PALM BEACH BLVD (SR 80)	WERNER DR	JOEL BLVD	4LD	C	1,785	C	1,336	0.75	C	1,404	0.79	The Springs at Daniels Road	
20400	PALM BEACH BLVD (SR 80)	JOEL BLVD	HENDRY CO. LINE	4LD	C	1,785	C	1,138	0.64	C	1,196	0.67		
20500	PALOMINO LN	DANIELS PKWY	PENANCE BLVD	2LN	E	860	C	352	0.41	C	414	0.48		
20600	PARK MEADOWS DR	SUMMERLIN RD	US 41	2LN	E	860	C	194	0.23	C	204	0.24		
20800	PENANCE BLVD	RANCHETTE RD	SIX MILE PKWY	2LN	E	860	C	151	0.18	C	174	0.20		
20900	PINE ISLAND RD	STRINGFELLOW RD	BURNT STORE RD	2LN	E	950	E	661	0.70	E	707	0.74	constrained	
21400	PINE ISLAND RD (SR 78)	CITY LIMITS E OF BARRETT RD	US 41	4LD	D	1,900	D	1,823	0.96	E	1,916	1.01		
21500	PINE ISLAND RD (SR 78)	US 41	BUS 41	4LD	D	1,900	C	1,555	0.82	D	1,634	0.86	(4), Heritage Isles	
21600	PINE RIDGE RD	SAN CARLOS BLVD	SUMMERLIN RD	2LN	E	860	C	535	0.62	D	566	0.66		
21700	PINE RIDGE RD	SUMMERLIN RD	GLADIOLUS DR	2LN	E	860	C	256	0.30	C	396	0.46		
21800	PINE RIDGE RD	GLADIOLUS DR	MCGREGOR BLVD	2LN	E	860	C	256	0.30	C	269	0.31		
21900	PLANTATION RD	SIX MILE PKWY	DANIELS PKWY	2LN	E	860	C	342	0.40	C	359	0.42		
22000	PLANTATION RD	DANIELS PKWY	IDLEWILD ST	2LN	E	860	D	702	0.82	D	737	0.86	Stoneybrook North	
22050	PLANTATION RD	IDLEWILD ST	COLONIAL BLVD	4LN	E	1,790	C	726	0.41	C	763	0.43		
22100	PONDELLA RD	SR 78	ORANGE GROVE BLVD	4LD	E	1,890	E	954	0.50	E	1,003	0.53		(4)
22200	PONDELLA RD	ORANGE GROVE BLVD	US 41	4LD	E	1,890	E	1,397	0.74	E	1,469	0.78		
22300	PONDELLA RD	US 41	BUS 41	4LD	E	1,890	E	1,021	0.54	E	1,073	0.57		
22400	PRITCHETT PKWY	SR 78	RICH RD	2LN	E	860	C	78	0.09	D	664	0.77	pre-development order res development	
22500	RANCHETTE RD	PENANCE BLVD	IDLEWILD ST	2LN	E	860	C	105	0.12	C	110	0.13		
22600	RICH RD	SLATER RD	PRITCHETT PKWY	2LN	E	860	C	62	0.07	C	65	0.08		
22700	RICHMOND AVE	LEELAND HEIGHTS	E 12TH ST	2LN	E	860	C	107	0.12	C	127	0.15		
22800	RICHMOND AVE	E 12TH ST	GREENBRIAR BLVD	2LN	E	860	C	107	0.12	C	112	0.13		
23230	SAN CARLOS BLVD	US 41	THREE OAKS PKWY	2LN	E	860	C	406	0.47	C	427	0.50	(4)	
23000	SAN CARLOS BLVD (SR 865)	MANTANZAS PASS BRIDGE	MAIN ST	2LD	D	1,900	C	1,063	0.56	C	1,117	0.59		constrained
23100	SAN CARLOS BLVD (SR 865)	MAIN ST	SUMMERLIN RD	4LD	D	1,900	C	1,063	0.56	C	1,117	0.59		
23180	SAN CARLOS BLVD (SR 865)	SUMMERLIN RD	KELLY RD	2LD	D	1,180	C	730	0.62	C	767	0.65		
23200	SAN CARLOS BLVD (SR 865)	KELLY RD	GLADIOLUS DR	4LD	D	1,180	C	730	0.62	C	767	0.65		
23260	SANIBEL BLVD	US 41	LEE RD	2LN	E	860	C	496	0.58	C	521	0.61		
23300	SANIBEL CAUSEWAY	SANIBEL SHORELINE	TOLL PLAZA	2LN	E	1,140	E	1,035	0.91	E	1,088	0.95		
23400	SHELL POINT BLVD	MCGREGOR BLVD	PALM ACRES	2LN	E	860	C	243	0.28	C	255	0.30		(4)
23500	SIX MILE PKWY (SR 739)	US 41	METRO PKWY	4LD	D	1,900	D	1,897	1.00	E	1,994	1.05	unincorporated Lee County	
23600	SIX MILE CYPRESS	METRO PKWY	DANIELS PKWY	4LD	E	2,000	B	1,549	0.77	B	1,628	0.81		
23700	SIX MILE CYPRESS	DANIELS PKWY	WINKLER EXT.	4LD	E	1,900	E	1,205	0.63	E	1,362	0.72	unincorporated Lee Co; Cr Mnr RPD/Ok Vll RPD	
23800	SIX MILE CYPRESS	WINKLER EXT.	CHALLENGER BLVD	4LD	E	1,900	E	1,136	0.60	E	1,194	0.63		
23900	SIX MILE CYPRESS	CHALLENGER BLVD	COLONIAL BLVD	6LD	E	2,860	B	1,136	0.40	B	1,194	0.42	Incorporated Lee County	
24000	SLATER RD	SR 78	NALLE GRADE RD	2LN	E	1,010	C	365	0.36	C	384	0.38		(4)
24100	SOUTH POINTE BLVD	CYPRESS LAKE DR	COLLEGE PKWY	2LD	E	910	D	631	0.69	D	663	0.73	(4)	
24200	SR 31 (ARCADIA RD)	SR 80	SR 78	2LN	D	766	E	778	1.02	E	818	1.07		

FDOT GENERALIZED SERVICE VOLUMES TABLE

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**



Adjustment Factors

The peak hour directional service volumes should be adjusted by multiplying by 1.2 for one-way facilities
 The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided
 Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
 2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80

Exclusive right turn lane(s): Multiply by 1.05

Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95

Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75

Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

**TRAFFIC DATA FROM FDOT
FLORIDA TRAFFIC ONLINE**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 12 - LEE

SITE: 6008 - SR 865/SAN CARLOS BLVD, 200' S OF PRESCOTT/N OF MATANZAS PASS, PTMS10, LCPR8

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	23000 X	0	0	9.00	53.80	5.90
2022	22000 X	0	0	9.00	53.70	8.30
2021	22000 T	0	0	9.00	53.10	4.10
2020	21500 S	0	0	9.00	52.80	5.70
2019	22000 F	0	0	9.00	53.30	3.10
2018	21982 C	0	0	9.00	54.50	2.60
2017	22000 F	0	0	9.00	54.50	3.60
2016	22352 C	N 11136	S 11216	9.00	54.50	2.80
2015	22387 C	N 11098	S 11289	9.00	53.80	2.80
2014	22728 C	N 11284	S 11444	9.00	53.90	5.20
2013	22603 C	N 11213	S 11390	9.00	54.30	3.10
2012	22194 C	N 11021	S 11173	9.00	54.70	3.00
2011	22541 C	N 11204	S 11337	9.00	54.60	3.50
2010	21796 C	N 10844	S 10952	9.08	55.72	2.80
2009	20711 C	N 9603	S 11108	9.75	56.00	3.10

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE

S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE

V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

TRIP GENERATION EQUATIONS

Park-and-Ride Lot with Bus or Light Rail Service (090)

Vehicle Trip Ends vs: Occupied Parking Spaces
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 43

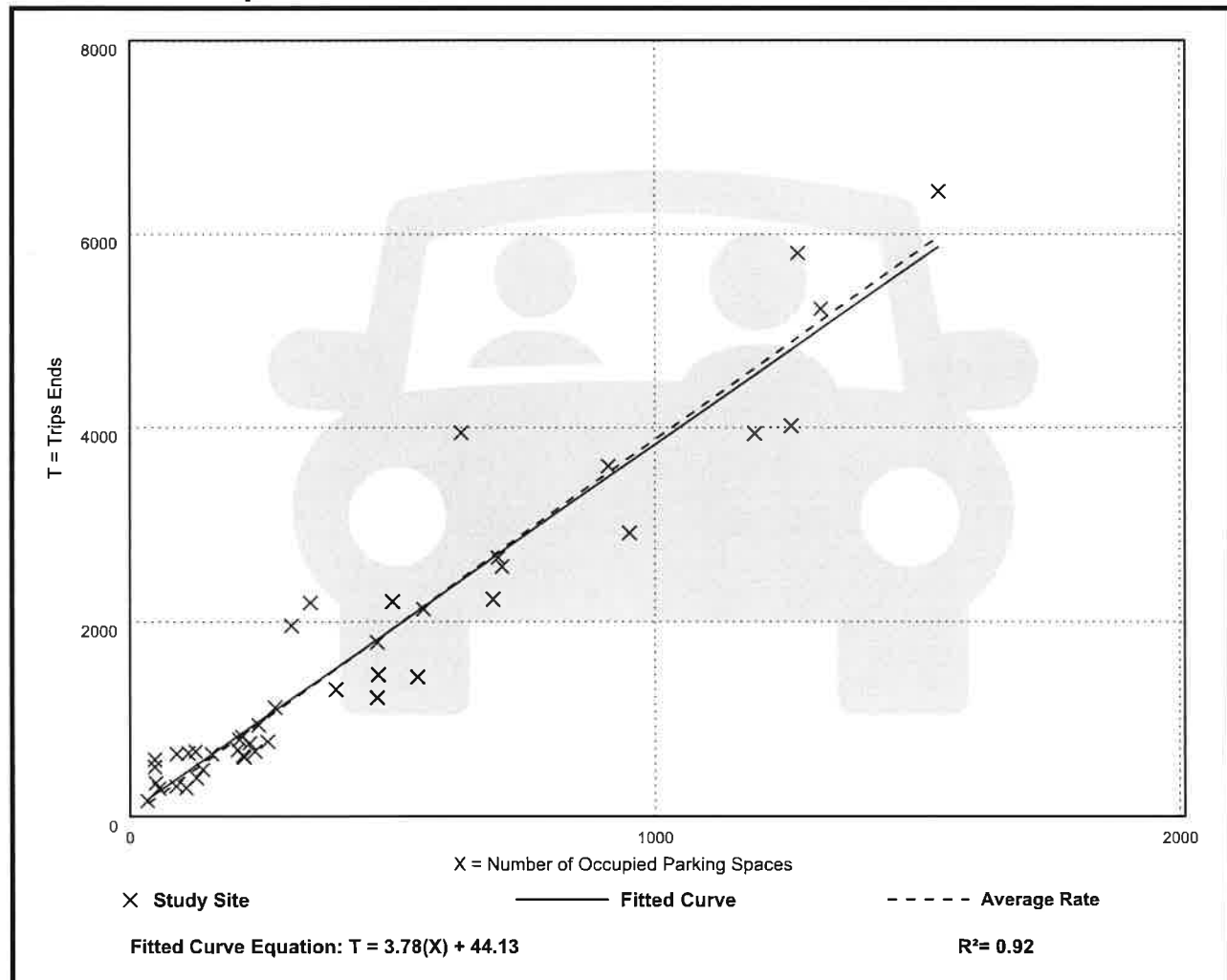
Avg. Num. of Occupied Parking Spaces: 436

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Occupied Parking Space

Average Rate	Range of Rates	Standard Deviation
3.88	2.60 - 12.15	1.09

Data Plot and Equation



Park-and-Ride Lot with Bus or Light Rail Service (090)

Vehicle Trip Ends vs: Occupied Parking Spaces

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 44

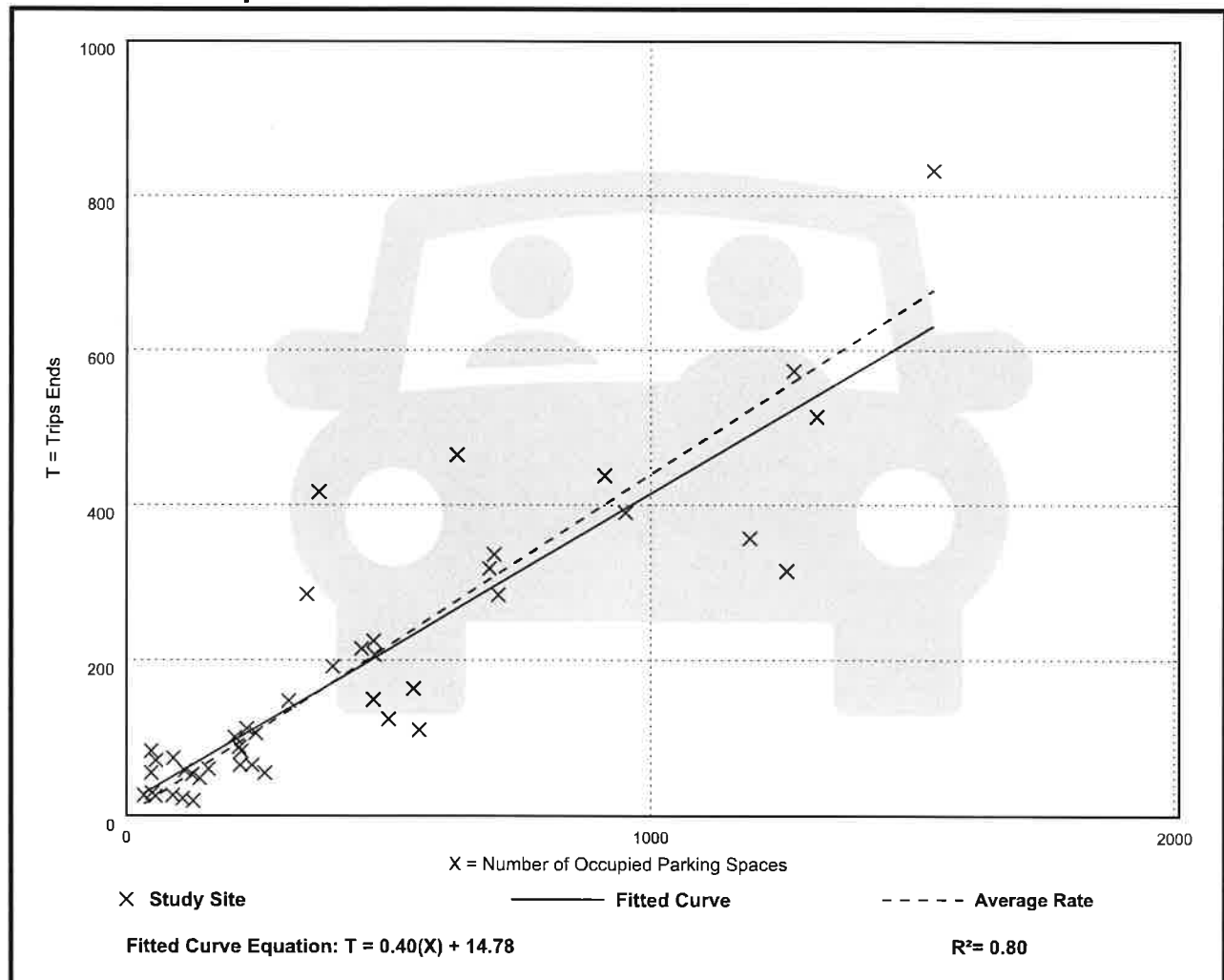
Avg. Num. of Occupied Parking Spaces: 434

Directional Distribution: 80% entering, 20% exiting

Vehicle Trip Generation per Occupied Parking Space

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.73	0.19

Data Plot and Equation



Park-and-Ride Lot with Bus or Light Rail Service (090)

Vehicle Trip Ends vs: Occupied Parking Spaces

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 46

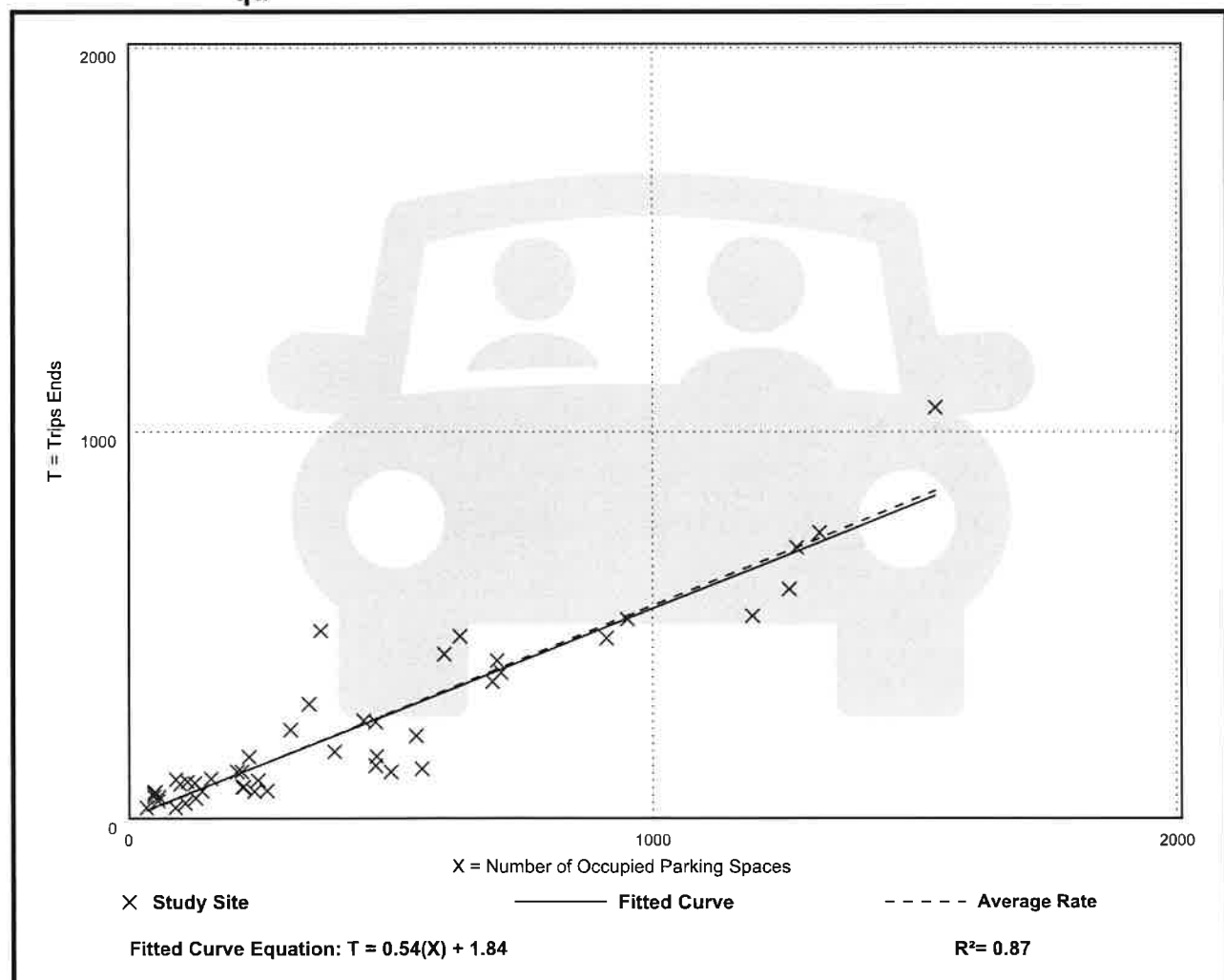
Avg. Num. of Occupied Parking Spaces: 431

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Occupied Parking Space

Average Rate	Range of Rates	Standard Deviation
0.55	0.23 - 1.36	0.20

Data Plot and Equation



Liquor Store (899)

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

Setting/Location: General Urban/Suburban

Number of Studies: 5

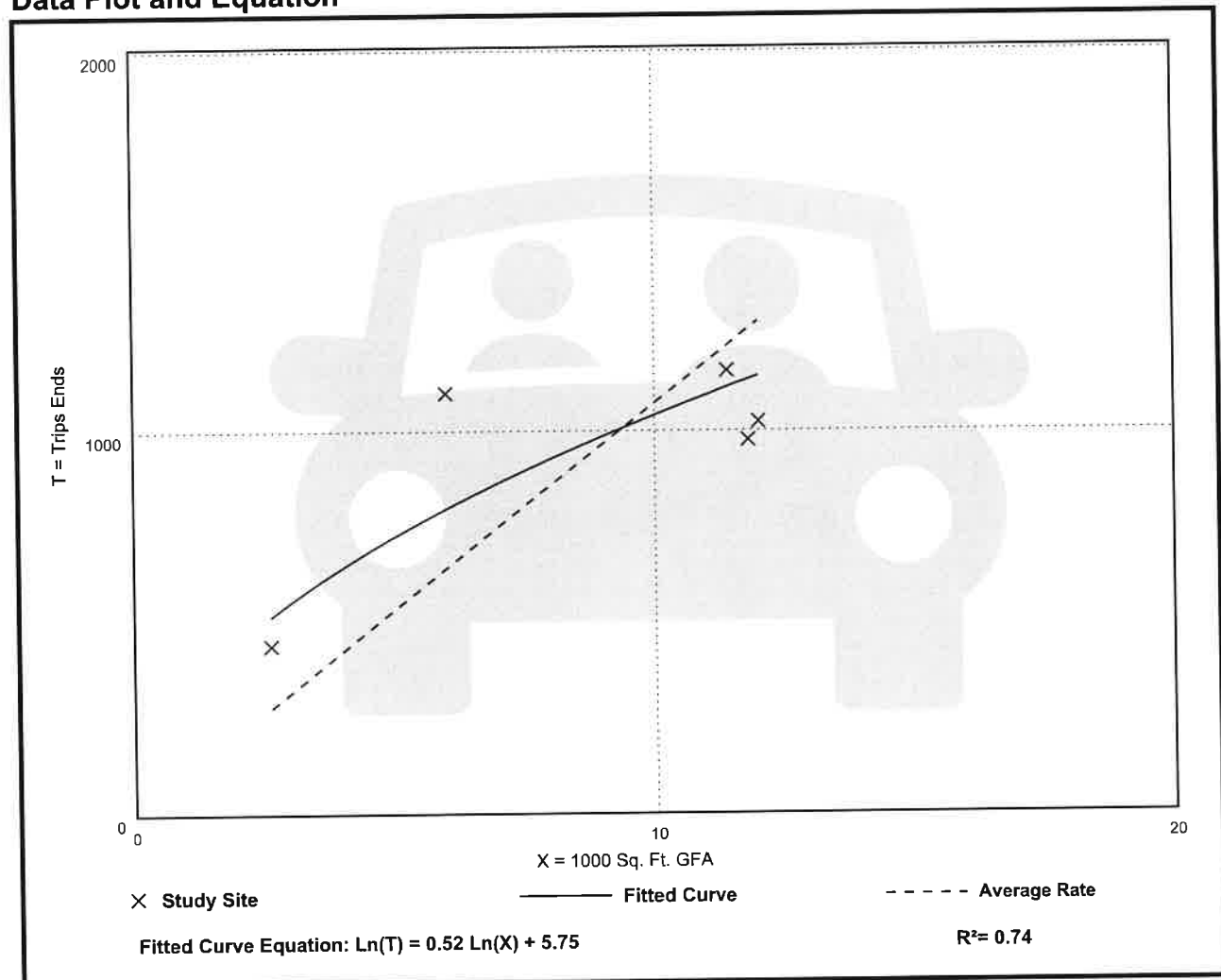
Avg. 1000 Sq. Ft. GFA: 9

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
107.21	82.63 - 183.33	40.75

Data Plot and Equation



Liquor Store (899)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 4

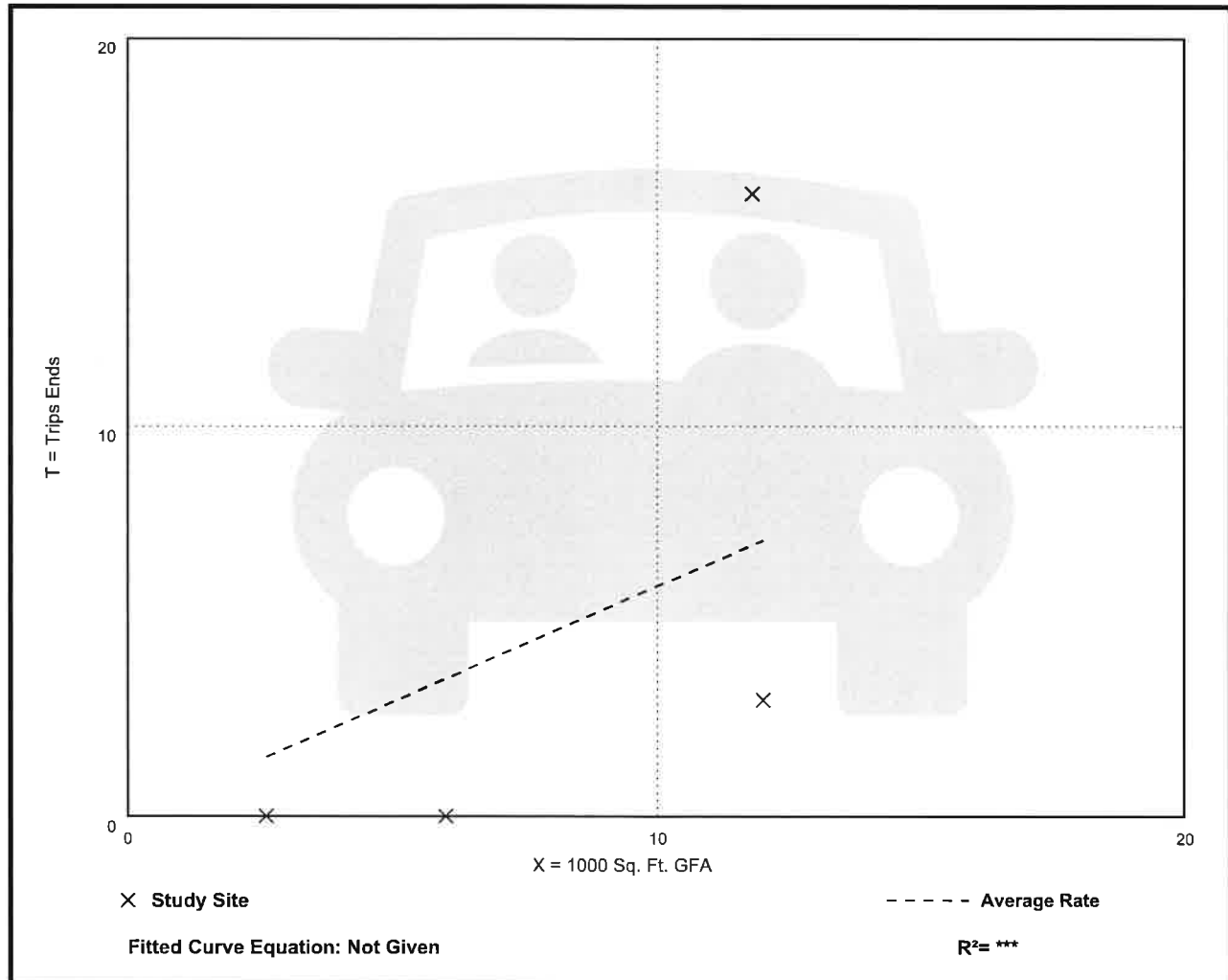
Avg. 1000 Sq. Ft. GFA: 8

Directional Distribution: 79% entering, 21% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.59	0.00 - 1.36	0.68

Data Plot and Equation



Liquor Store (899)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 9

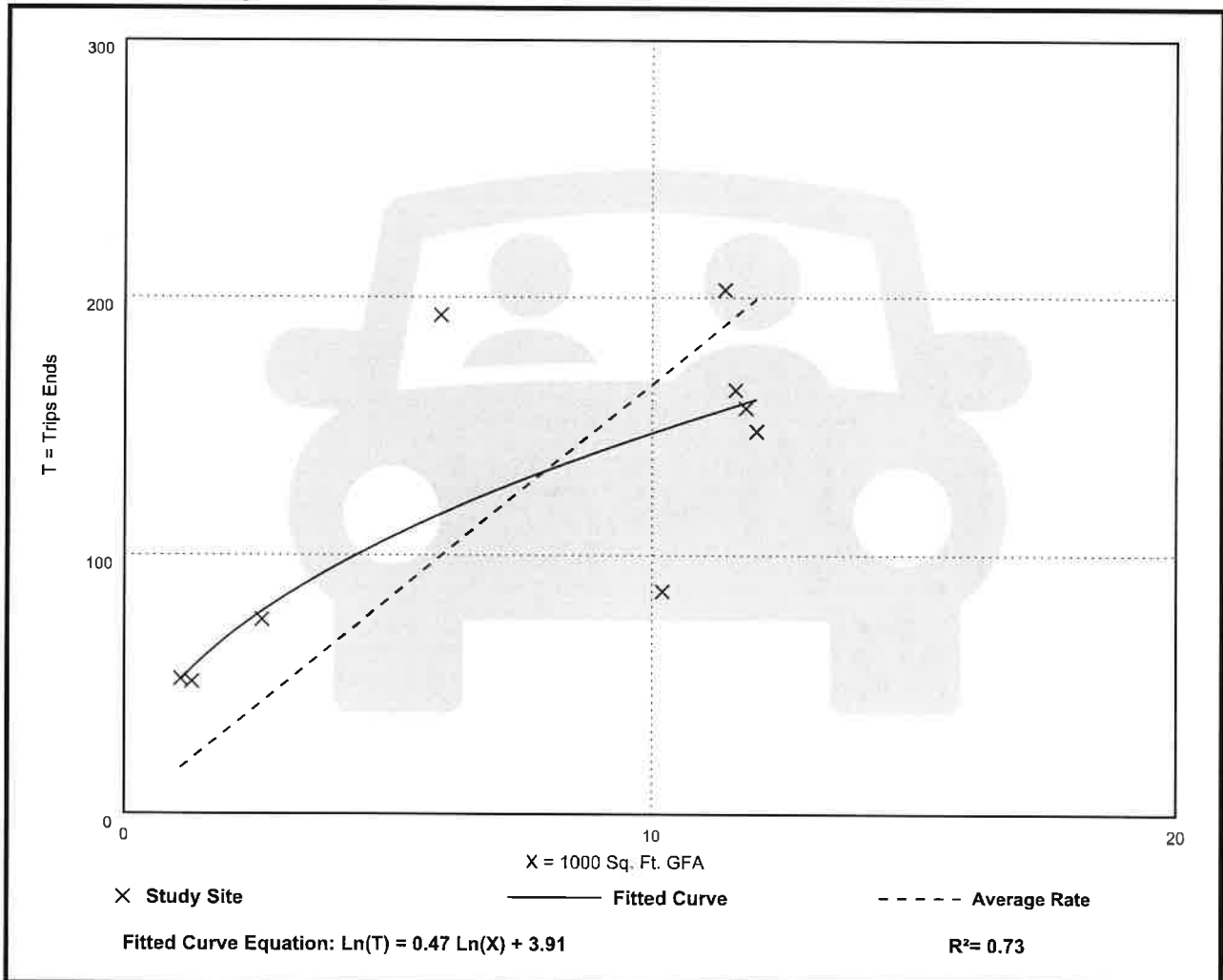
Avg. 1000 Sq. Ft. GFA: 8

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
16.62	8.43 - 48.60	8.86

Data Plot and Equation

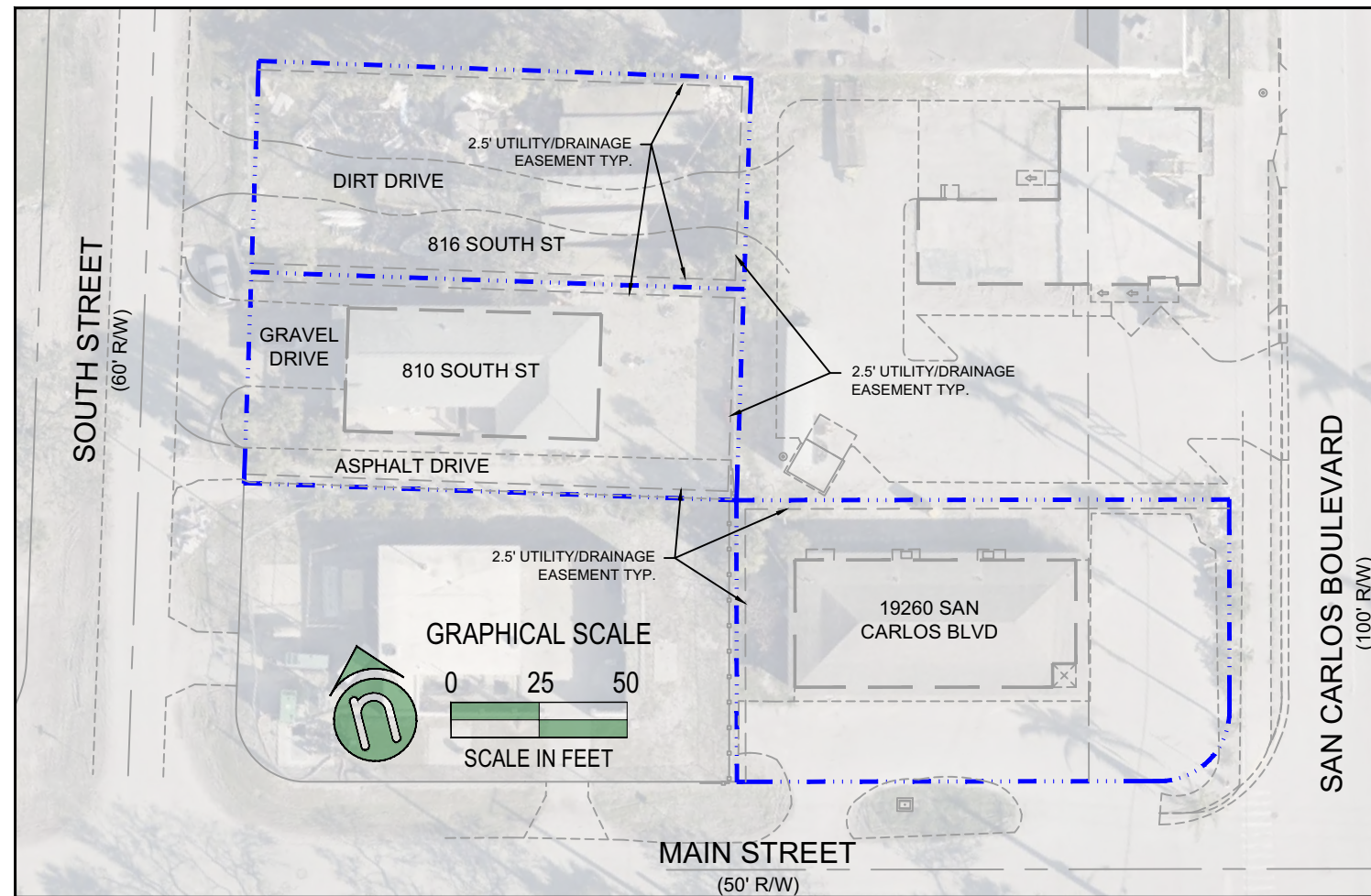


LOCATION MAP



SCALE: 1"=500'

EXISTING CONDITIONS



PROJECT INFORMATION

PARCEL NUMBER:	24-46-23-01-00006.0030	24-46-23-01-00006.0020	24-46-23-01-00006.0360
SITE ADDRESS:	816 SOUTH STREET FORT MYERS BEACH, FL 33931	810 SOUTH STREET FORT MYERS BEACH, FL 33931	19260 SAN CARLOS BOULEVARD FORT MYERS BEACH, FL 33931
PARCEL AREA:	0.19 AC	0.19 AC	0.26 AC
SECTION/TOWNSHIP/RANGE:	24/46/23	24/46/23	24/46/23
ZONING:	TFC-2	TFC-2	C-1
FUTURE LAND USE:	URBAN COMMUNITY	URBAN COMMUNITY	URBAN COMMUNITY
FEMA PANEL:	12071C0554G (11/17/22)	12071C0554G (11/17/22)	12071C0554G (11/17/22)
FEMA FLOOD ZONE:	ZONE AE (BFE 11.0)	ZONE AE (BFE 11.0)	ZONE AE (BFE 11.0)

LAND USE SUMMARY

COMPONENT	EXISTING CONDITION		PROPOSED CONDITION	
	AREA (SF)	COV (%)	AREA (SF)	COV (%)
BUILDINGS	5403	19.4%	2840	10.2%
PAVEMENT	6921	24.8%	14366	51.5%
SIDEWALKS	598	2.1%	682	2.4%
DETENTION AREAS	0	0.0%	2527	9.1%
PERVIOUS AREAS	14992	53.7%	7499	26.9%
TOTAL	27914	100.0%	27914	100.0%

PD MASTER CONCEPT PLAN NOTES

- MASTER CONCEPT PLAN BASED ON SURVEY OF PARCEL PROVIDED BY TARGET SURVEYING, LLC, RECEIVED 3/18/2024.
- DETAILED SITE DESIGN SHALL COMPLY WITH LEE COUNTY'S LAND DEVELOPMENT CODE AND WILL BE ADDRESSED DURING THE DEVELOPMENT ORDER (DO) PROCESS WITH LEE COUNTY.
- THE PROPERTY'S CHARACTERISTICS ARE SUITABLE FOR THE INTENDED USE.
- THE ONSITE SOILS AND ENVIRONMENTAL CHARACTERISTICS ARE NOT ANTICIPATED TO CAUSE ADVERSE IMPACTS TO SURROUNDING AREAS. IT IS RECOMMENDED THAT DEVELOPER OBTAIN A GEOTECHNICAL EXPLORATION AND ENVIRONMENTAL ASSESSMENT OF THE PROPERTY TO CONFIRM THIS.
- STORMWATER TREATMENT ANTICIPATED TO BE ACCOMPLISHED THROUGH THE USE OF ONSITE DRY RETENTION/DETENTION. DETAILS ON THE STORMWATER SYSTEM WILL BE DESIGNED DURING THE DEVELOPMENT ORDER (DO) PROCESS WITH LEE COUNTY.

greensite
engineering, inc.

13300-56 S CLEVELAND AVENUE
FORT MYERS, FL 33907
PHONE (239) 433-9498

FL CERT OF AUTH #28713
WWW.GREENSITE-ENG.COM

PROJECT NAME

**BREEZE BUILDING
RENOVATION**

SITE IMPROVEMENTS

FORT MYERS BEACH, FLORIDA

CLIENT

**JBRA JUNIOR
LAND HOLDINGS LLC**

3618 FOWLER STREET, SUITE D
FORT MYERS, FL 33901
PHONE: (954) 854-3484

FILE NAME:
223912Z20.DWG

FILE PATH:
G:\223912\DWG\IP

DRAWN BY: SKC

CHECKED BY: SKC

PLOT DATE:
TUESDAY 6/18/2024 11:47 AM

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PROHIBITED WITHOUT EXPRESS WRITTEN CONSENT BY
GREENSITE ENGINEERING, INC.

	10	9	8	7	6	5	4	3	2	1	NO	BY
												DATE
												REVISIONS

PLAN STATUS:
PERMIT APPROVAL
NOT FOR CONSTRUCTION

ISSUE DATE:
JUN 2024

DRAWING TITLE

**MASTER
CONCEPT PLAN**

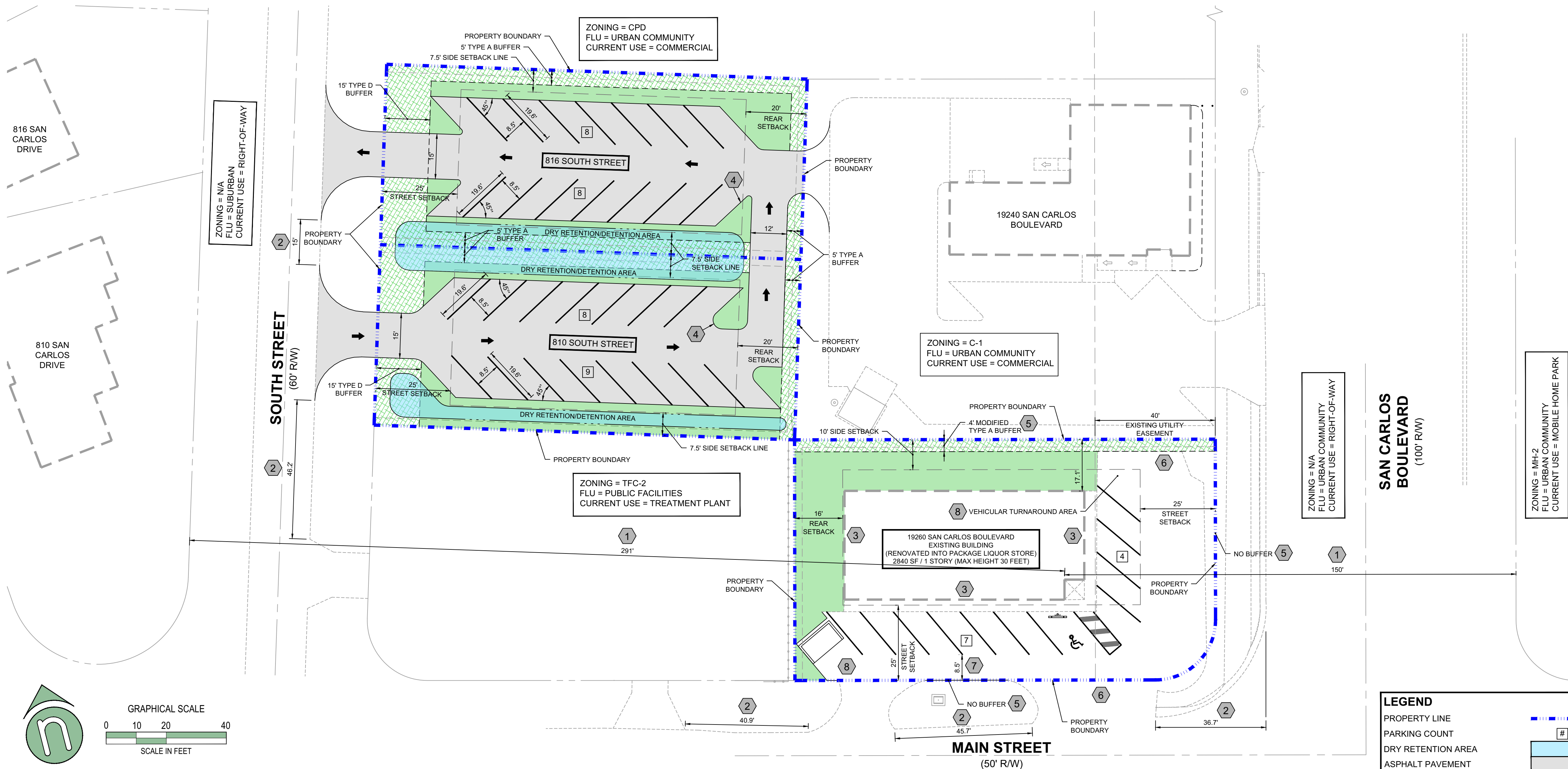
GEI PROJECT NUMBER

223912

SHEET NUMBER

1

ENGINEER OF RECORD
STEPHANIE K. CALDWELL, P.E.
FL P.E. NO. 56103
DATE: 6/18/2024



**JBRA CPD****Schedule of Uses & Site Development Regulations****SCHEDULE OF USES**

- ACCESSORY USES AND STRUCTURES
- ADMINISTRATIVE OFFICES
- ATM (AUTOMATIC TELLER MACHINE)
- BANKS AND FINANCIAL ESTABLISHMENTS, GROUP I
- BUSINESS SERVICES, GROUP I
- CLOTHING STORES, GENERAL
- CONVENIENCE FOOD AND BEVERAGE STORE NO GAS
- DRUGSTORE, PHARMACY
- DWELLING UNIT, DUPLEX (EXISTING ONLY)
- ESSENTIAL SERVICES
- EXCAVATION: WATER RETENTION ONLY
- FENCES, WALLS
- FOOD STORES, GROUP I
- GIFT AND SOUVENIR SHOP
- HOBBY, TOY AND GAME SHOPS
- PACKAGE STORE
- PARKING LOT: COMMERCIAL
- PET SHOP
- REAL ESTATE SALES OFFICE
- SIGNS
- SPECIALTY RETAIL SHOPS, GROUPS I & II

PROPERTY DEVELOPMENT REGULATIONS**TABLE 1: Intensity and Density**

USE CATEGORY	TYPE OF USE	INTENSITY/DENSITY	
Non-Residential	Commercial Parking and Package Store	2,840 square feet	11 commercial parking spaces
Residential	Duplex (Existing Only)	2 units	

TABLE 2: Development Regulations

GENERAL PARAMETERS	
Category	Requirement
Maximum Lot Coverage:	40 percent
Maximum Building Height:	30 feet
Minimum Open Space:	20%
Minimum Lot Area:	7,500 square feet

Minimum Lot Dimensions:	Width: 60 feet Depth: 100 feet
Minimum PD Boundary:	15 feet

NON-RESIDENTIAL USES	
Setbacks	Requirement
Minimum Front (Street):	25 feet
Minimum Rear:	20 feet
Minimum Side:	7.5 feet



JBRA CPD

Schedule of Deviations and Justifications

1. Deviate from LDC §34-1263(e) requiring a separation of 500 feet from a package store to any existing dwelling unit; to allow for a minimum separation of 150 feet from the property line of the Sunnyland Mobile Home Park; and 291 feet from the single-family home at 810 San Carlos Drive.

JUSTIFICATION: This site is situated on a main arterial road to the beach with accessibility primarily via San Carlos Blvd. with a secondary entrance from Main Street. The package store is designed with its front door and customer access oriented towards San Carlos Blvd, not towards the residential area on San Carlos Drive, preventing direct traffic from impacting neighbors on South Street. Additionally, the Sunnyland Mobile Home Park is a high-density area separated from the package store by an arterial road that is 60 feet wide. It is also important to note that the mobile home park has been adjacent to an adult entertainment venue with a liquor license for decades, indicating a longstanding acceptance for similar establishments in the vicinity. The mobile home park as well as the single-family homes to the west have co-existed with the intensive commercial uses along San Carlos Blvd. for decades, including uses with alcohol sales for consumption on and off-site premise. The proposed CPD is compatible with the historical development pattern and associated uses and is oriented to mitigate impacts to the neighborhood.

2. Deviate from LDC §10-285(a) requiring a driveway connection separation of 60 feet for local roads with speed limits under 45mph; to allow a separation of 40 feet.

JUSTIFICATION: The driveway has existed in its current configuration since before 1998. Over the years, this driveway has proven to function effectively without causing traffic issues or safety concerns. Reconfiguring the driveway to meet the 60-foot requirement would necessitate significant alterations, including potential demolition and site redesign, which are impractical given the stable structural condition of the existing infrastructure. Maintaining the current 40-foot separation ensures continuity and avoids unnecessary disruptions, while still supporting efficient traffic flow and access.

3. Deviate from LDC §10-416(b) requiring perimeter plantings surrounding a commercial building; to omit building permit plantings.

JUSTIFICATION: The lack of perimeter plantings surrounding the commercial building lies in the unique positioning of the existing building on the subject property. Implementing the required plantings would significantly reduce functional space and hinder operational efficiency. Furthermore, the current layout optimizes customer access and parking, crucial for commercial success. Alternative landscaping solutions, such as potted plants and vertical gardens, can be considered to enhance aesthetics without compromising the practicality of the building's location and design.

4. Deviate from LDC §10-416(c) requiring terminal landscape island be 10 feet in width; to allow the landscape island width to be less than 10 feet.

JUSTIFICATION: The request for landscape islands within the commercial parking lot to be less than 10 feet in width is based on the need to create a safe and efficient parking area that meets the community's demand for parking spaces. Reducing the width of landscape islands allows for more parking spots, which are essential in accommodating the high volume of visitors and ensuring convenient access to the neighboring establishments. This configuration not only maximizes the utility of the available space, but also maintains clear sightlines and safe navigation for both vehicles and pedestrians within the lot. The smaller landscape islands will be aesthetically pleasing and environmentally beneficial, while prioritizing the community's need for ample and secure parking

5. Deviate from LDC §10-416(d) requiring a 5-foot Type A buffer between abutting commercial properties; to allow a 4-foot modified Type A buffer along the north boundary of 19260 San Carlos Blvd and requiring a 15-foot Type D buffer from commercial properties and rights-of-way, to allow no buffer along the east and south boundaries on 19260 San Carlos Blvd.

JUSTIFICATION: The reduction in the buffer requirements along the north property line and removing the buffer requirements along the east and south boundaries is grounded in the site's longstanding configuration, which has remained unchanged since before 1998. This historical layout has functioned effectively without adverse impacts on the surrounding areas. The existing conditions demonstrate that the current setup provides sufficient separation and functionality, negating the need for additional buffers. Moreover, the continuity of the site's design aligns with its established use and minimizes disruptions that could arise from enforcing new buffer requirements. Maintaining the existing configuration ensures stability and consistency, while still supporting the site's operational needs and the surrounding community's expectations.

6. Deviate from LDC §33-1744(a)(3) which requires vehicular access must be from either San Carlos Blvd or through joint access with the adjacent property to the north; to allow the existing connection to Main Street remain.

JUSTIFICATION: By avoiding an interconnect and access to San Carlos Blvd, vehicles are prevented from turning directly onto a major arterial road, enhancing safety by reducing potential traffic conflicts and accidents. Instead, vehicles can use the existing access points onto Main Street, which has been the established and functional traffic flow for the site since before 1998. This approach maintains a safer and more controlled environment for both the commercial property and the surrounding area. Moreover, preserving the current configuration minimizes

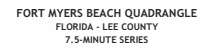
disruption and maintains the effective traffic patterns that have served the community well for decades.

7. Deviate from LDC §34-2016(3) which requires a one-way parking aisle for parking spaced angled at 45 degrees and must be a minimum of 12 feet in width; to allow be a minimum of 8.5 feet in width.

JUSTIFICATION: The reduction of one-way parking aisle width to 8.5 feet, where 12 feet is required, is based on the need to maximize parking availability and maintain site functionality within existing constraints. The current configuration has proven effective in managing traffic flow and parking without safety issues. Reducing the aisle width allows for more parking spaces, which is crucial for meeting the community's high demand. Additionally, the design ensures that vehicles can still maneuver safely within the lot, prioritizing both efficiency and user convenience while avoiding significant structural alterations to the site.

8. Deviate from LDC §34-2015(2)d and §34-2013 requiring parking lot spaces must be provided with sufficient maneuvering room; to allow an exiting vehicle to leave the parking lot in a forward motion.

JUSTIFICATION: he parking lot has functioned effectively and safely in its current layout since before 1998, demonstrating a long history of use without significant incidents. Redesigning the lot to meet the forward motion requirement would necessitate extensive and costly alterations, potentially including the demolition of structurally sound buildings. Additionally, the existing configuration maximizes the number of available parking spaces, which is essential for accommodating the high demand from the community. Maintaining the current design ensures continuity and operational efficiency, while also avoiding unnecessary disruptions and expenses.





REQUEST FOR SUBMITTAL REQUIREMENT WAIVER FOR UNINCORPORATED AREAS ONLY

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

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

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

PLEASE PRINT OR TYPE:

STRAP Number: 24-46-23-01-00006.0020, 24-46-23-01-00006.0030, and 24-46-23-01-00006.0360

Name of Project: JBRA Package Sales

Name of Agent: Patty Kulak – RVi Planning + Landscape Architecture

Street Address: 28100 Bonita Grande Drive, Suite 305

City, State, Zip: Bonita Springs, FL 34135

Phone Number: 239-908-3408 Email Address: PKulak@rviplanning.com

Name of Applicant*: JBRA Junior Land Holdings LLC

Street Address: 3618 Fowler Street, Suite D

City, State, Zip: Fort Myers, FL 33901

Phone Number: (954) 854-3484 Email Address: Gal2701@aol.com

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

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

Section Number	Requirement
#1 34-373(a)(4)(b)	Soil and Vegetation Map
#2 34-373(a)(4)(c)	FLUCCS Map
#3	
#4	
#5	
#6	
#7	
#8	
#9	

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

Date _____

FOR STAFF USE ONLY

- ☐ Request Denied
- ☐ Request Approved
- ☐ Request Approved Per Attached Comments

Date _____



June 17, 2024

Mr. Anthony Rodriguez, AICP
Lee County Community Development
1500 Monroe Street
Fort Myers, FL, 33902-0398

Subject: JBRA CPD - Request for Submittal Requirement Waiver

Dear Mr. Rodriguez:

JBRA Junior Land Holdings, LLC and RAJB, LLC (Applicant) is requesting to rezone the 0.6+/- acre subject property generally located at the northwest corner of San Carlos Blvd and Main Street in unincorporated Lee County, Florida. The Applicant seeks to rezone the subject property from Residential Two-Family Conservation (TFC-2) and Commercial (C-1) to Commercial Planned Development (CPD). The CPD will include a package store in an existing commercial building and commercial parking lot.

The site has been completely impacted by existing development. The parcels are fully developed with an existing commercial building and parking lot, a duplex, and open storage. This extent of historical impact eliminates the need for environmental reports as requested.

The Applicant is requesting a waiver from the requirements to submit the following:

- Soils Map, per LDC Section 34-373(a)(4)b.i.
Justification: The proposed changes will not alter the soil classifications as the parcels are already fully developed/impacted.
- FLUCCS Maps per LDC Section 34-373(a)(4)c.
Justification: The Property does not have any Federal or State jurisdictional wetlands and other surface waters.
- Protected Species Survey per LDC Section 34-373(b)(2)
Justification: The Property is existing with no evidence or history of protected species. An Environmental Report and Protected Species will be provided at the time of local development order.

Thank you for your consideration of this request. If you need any additional information, please do not hesitate to contact me directly at (239) 908-3408, or PKulak@rviplanning.com.

Sincerely,

RVi Planning + Landscape Architecture



Patty Kulak
Project Manager



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

May 21, 2024

Patty Kulak
Project Manager



RVi Planning + Landscape Architecture

28100 Bonita Grande Drive | Suite 305 • Bonita Springs, FL 34135
609.477.8465 Mobile • 239.908.3408 Direct • 239.405.7777 Main

In response to your inquiry of May 21, 2024, the Florida Master Site File lists an archeological site recorded at the designated subject properties:

- 24-46-23-01-00006.0020 - 810 South Street
- 24-46-23-01-00006.0030 - 816 South Street
- 24-46-23-01-00006.0360 - 19260 San Carlos Blvd

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

**BOARD OF COUNTY COMMISSIONERS**

Kevin Ruane
District One

May 31, 2024

Via E-Mail

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Michael Greenwell
District Five

Dave Harner, II
County Manager

Richard Wm Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

PATTY KULAK
RVI
28100 Bonita Grande Drive, Suite 300
Bonita Springs, FL 34135

RE: Potable Water and Wastewater Availability
810 / 816 SOUTH ST & 19260 SAN CARLOS BLVD - Commercial
STRAP # 24-46-23-01-00006.0020 / 24/46/23/01/00006.0030/ 24-46-23/01/00006.0360

To whom this may concern:

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

Your firm has indicated that this project will consist of 1 commercial unit with an estimated flow demand of approximately 426 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

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

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

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

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

This letter should not be construed as a commitment to serve, but only as to the availability of service. Lee County Utilities will commit to serve only upon receipt of all appropriate

810_816 SOUTH & 19260 Sab Carlos.Docx

May 31, 2024

Page 2

connection fees, a signed request for service and/or an executed service agreement, and the approval of all State and local regulatory agencies.

Sincerely,

LEE COUNTY UTILITIES

Judy Carlson
Utilities Project Manager,
New Development & Construction.





REQUEST FOR SUBMITTAL REQUIREMENT WAIVER FOR UNINCORPORATED AREAS ONLY

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

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

- ☐ Public Hearing - General Requirements **(34-202)**
- ☐ Public Hearing - Mining Excavation Planned Development **(12-110)**
- ☒ Public Hearing - Additional Requirements for:
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Name of Applicant*: JBRA Junior Land Holdings LLC
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 Phone Number: (954) 854-3484 Email Address: Gal2701@aol.com

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

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

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

	Section Number	Requirement
#1	34-373(a)(4)(b)	Soil and Vegetation Map
#2	34-373(a)(4)(c)	FLUCCS Map
#3		
#4		
#5		
#6		
#7		
#8		
#9		

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

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

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

Signature of Applicant

Date

.....
FOR STAFF USE ONLY
.....

DIRECTOR'S DECISION:

☐

Request Denied

☒

Request Approved

☐

Request Approved Per Attached Comments

Electronically signed on 7/10/2024 by
Anthony R. Rodriguez, AICP, CPM, Zoning Manager
Lee County Department of Community Development

Director Signature

Date