



Engineers, Planners & Development Consultants

4301 Veronica Shoemaker Blvd. Fort Myers, FL 33916
239.936.5222 | QAINC.NET | f 239.936.7228

August 14, 2024

Lee County Department of Community Development
1500 Monroe Street
Fort Myers, Florida 33901

Subject: Ray Avenue Gas Station
Strap #05-45-26-03-00035.0010
Ray Avenue & Meadow Road, Lehigh Acres 33973
Special Exception Request

To Whom It May Concern:

The applicant is requesting a Special Exception of the C-2 zoning district to permit Self Service Fuel Pumps. The fuel pumps are essential to support the proposed convenience store which is warranted based on the traffic volume of the adjacent roads and the limited number of convenience stores with fuel pumps along this corridor of SR 82. Included with this request is a conceptual site plan showing the location of the convenience store, the fuel canopies and the accessory uses to support the facility, as well as the location and size of the proposed buffers to comply with Section 10-416 and 34-1353 of the LDC.

Please find enclosed two copies of the following:

- Completed Application
- Check in the amount of \$1,000.00
- Affidavit of Authorization
- Disclosure of Interest
- Legal Description
- Plat
- Title Certification
- Surrounding Property Owners List
- Surrounding Property Owners Map
- Mailing Labels
- Request Statement
- Traffic Impact Statement
- Master Concept Plan
- Utility Letter

If you have any questions regarding the above responses or any of the attachments, please contact my office.

Sincerely,
QUATTRONE & ASSOCIATES, INC.

Josh A. Eisenoff, P.E.
Engineer



APPLICATION FOR SPECIAL EXCEPTION PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: Ray Avenue Gas Station

Special Exception for:

- ☒ Use (LCLDC section number and description): Table 34-844 Self Service Fuel Pumps
- ☐ Solar or Wind energy modifications [34-202(b)(5)(d)1.]
- ☐ On-premise consumption of alcoholic beverages [34-202(b)(5)(d)2.]
- ☐ Private aircraft landing facilities [34-202(b)(5)(d)3.]
- ☐ Wireless Communication Facilities [34-1441]
- ☐ Model Homes [34-1954]
- ☐ Permitted Uses for Model Home on arterial street in RS-1 zoning district in Lehigh Acres [33-1431]

PART 1 APPLICANT/AGENT INFORMATION

A. Name of Applicant: Celestial Liberty Dreams, LLC

Address: P.O. Box 571

City, State, Zip: Estero, FL 33929

Phone Number: _____ E-mail: _____

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: Quattrone & Associates, Inc

Contact Person: Josh A. Eisenoff

Address: 4301 Veronica Shoemaker Blvd.

City, State, Zip: Fort Myers, FL 33916

Phone Number: 239-936-5222 Email: permits@qainc.net

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

PART 2 PROPERTY OWNERSHIP

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

Name: Celestial Liberty Dreams, LLC

Address: P.O. Box 571

City, State, Zip: Lehigh Acres, FL 33973

Phone Number: 901-335-2588 Email: binoyshah16@gmail.com

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

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

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

- I. Planning Communities/Community Plan Area Requirements:** If located in one of the following planning communities/community plan areas, provide a meeting summary document of the required public informational session.
- ☐ Not Applicable
 - ☐ Estero Planning Community. [33-54(a)&(b); Lee Plan Policy 19.5.3]
 - ☐ Captiva Planning Community (Captiva Island). [33-1612(a)&(b); Lee Plan Policy 13.1.7]
 - ☐ North (Upper) Captiva Community Plan area. [33-1711; Lee Plan Policy 25.1.1]
 - ☐ Boca Grande Planning Community. [Lee Plan Policy 22.1.5]
 - ☐ Caloosahatchee Shores Community Plan area. [33-1482(a)&(b); Lee Plan Policy 21.6.3]
 - ☐ Page Park Community Plan area. [33-1203(a) & (b); Lee Plan Policy 27.10.1]
 - ☐ Palm Beach Boulevard Community Plan area. [Lee Plan Policy 23.5.2]
 - ☐ Buckingham Planning Community. [Lee Plan Policy 17.7.2]
 - ☐ Pine Island Planning Community. [33-1004(a) & (b); Lee Plan Policy 14.7.1]
 - ☒ Lehigh Acres Planning Community. [33-1401(a)&(b); Lee Plan Policy 32.12.2]
 - ☐ North Fort Myers Planning Community. [33-1532(a)&(b)]
 - ☐ North Olga Community Plan area. [33-1663(a)&(b)]
- J. Waivers from Application Submission Requirements:** Attach waivers, if any, approved by the Director of Zoning. [34-201(c)]

PART 4 ACTION REQUESTED

- A. Request Statement:** Explain the nature of the request and how the property qualifies for the special exception based on the findings/review criteria set forth in 34-145(c)(3) and listed below. [34-202(b)(5)(a)]
1. The request is consistent with the goals, objectives, policies, and intent of the Lee Plan.
 2. The request will protect, conserve, or preserve environmentally critical and sensitive areas and natural resources, where applicable.
 3. The request will be compatible with existing and planned uses.
 4. The request will not be injurious to the neighborhood or detrimental to the public welfare.
 5. The request will be in compliance with zoning regulations pertaining to the use and other applicable regulations..
 6. In the case of new antenna supporting structure wireless communication facilities, meets the additional criteria of 34-145(c)(3)b.
- B. Traffic Impact Statement (TIS):** Attach a traffic impact analysis of projected trip generation for the use. A TIS is not required for special exceptions for consumption on premises or for solar or wind modifications. [34-202(b)(5)(b)]
- C. Site Plan:** Attach a site plan showing: [34-202(b)(5)(c)]
1. The location and current use of all existing structures on the site.
 2. All proposed structures and uses to be developed on the site.
 3. Any existing public streets, easements or land reservations within the site, and the proposed means of vehicular access to and from the site.
 4. Other information specific to the type of application or which may be required by the Director.
- D. Additional Information:** Any other reasonable information which may be required by the Director which is commensurate with the intent and purpose of the Land Development Code [34-202(b)(5)(d)]

PART 5 ADDITIONAL REQUIREMENTS

- A. Potable Water:** Will the project be connected to potable water and central sewer as part of any development of the property?
- ☐ **YES** (Provide letter from the appropriate utility to which the connection(s) are proposed confirming availability of service.) [34-202(a)(10)]
 - ☒ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) [34-202(a)(10)]

B. Flood Hazard:

- ☐ Not applicable
- ☐ The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.
- ☐ The minimum elevation required for the first habitable floor is _____ NAVD (MSL)

C. Excavations/Blasting:

- ☒ No blasting will be used in the excavation of lakes or other site elements.
- ☐ If blasting is proposed, provide Information Regarding Proposed Blasting (including soil borings, a map indicating the location of the proposed blasting, and other required information).

D. Existing Agricultural Use: If the property owner intends to continue an existing agricultural use on the property subsequent to the zoning approval, an Existing Agricultural Use Affidavit must be provided. Entitle as "Existing Agricultural Uses at Time of Zoning Application". **[34-202(a)(12)]****E. Airport Zones & Lee County Port Authority (LCPA) Requirements:**

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

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

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

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

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

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

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

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

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

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

PART 6
SUBMITTAL REQUIREMENT CHECKLIST

Two copies required for submittal
Clearly label your attachments as noted in bold below

☒	Completed application for Public Hearing [34-202(a)(1)]
☒	Filing Fee - [34-201(d)]
☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)]
☒	Affidavit of Authorization (notarized) Form [34-202(a)(3)]
☐	Additional Agents [34-202(a)(4)]
☐	Multiple Owners List (if applicable) [34-202(a)(2)]
☒	Disclosure of Interest Form (multiple owners) [34-202(a)(2)]
☒	Legal description (must submit one) [34-202(a)(1)]
☐	Legal description (metes and bounds) and sealed sketch of legal description
	OR
☒	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
☐	Boundary Survey (not required if platted lot) [34-202(a)(2); 34-373(a)(4)a.]
☐	Property Owners list (if applicable) [34-202(a)(5)]
☐	Property Owners map (if applicable) [34-202(a)(5)]
☒	Confirmation of Ownership/Title Certification [34-202(a)(3)]
☐	STRAP Numbers (if additional sheet is required) [34-202(a)(1)]
☒	List of Surrounding Property Owners [34-202(a)(6)]
☒	Map of Surrounding Property Owners [34-202(a)(7)]
☒	Mailing labels [34-202(a)(9)]
☐	List of Zoning Resolutions and Approvals
☐	Summary of Public Informational Session (if applicable)
☐	Waivers from Application Submission Requirements [34-201(c)]
☒	Request Statement [34-202(b)(5)(a)]
☒	Traffic Impact Statement (TIS) [34-202(b)(5)(b)]
☒	Site Plan [34-202(b)(5)(c)]
☐	Additional Information (if applicable) [34-202(b)(5)(d)]
☒	Potable Water & Sanitary Sewer. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(a)(10)]
☐	Existing Agricultural Use Affidavit (if applicable) [34-202(a)(12)]
☐	Excavations/Blasting (if applicable)
☐	Tall Structures Permit (if applicable) [34-1108]
☐	Solar or Wind Energy Modifications (if applicable) [34-202(b)(5)(d)1.]
☐	Consumption on Premises (COP) (if applicable) [34-202(b)(5)(d)2.]
☐	Private Aircraft Landing Facilities (if applicable) [34-202(b)(5)(d)3.]
☐	Wireless Communication Facilities (if applicable) [34-1441 et. seq.]
☐	Model Homes (if applicable) [34-1954(a)(2) & (b)]

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, Anil Shah (name), as Authorized Person (owner/title) of Celestial Liberty Dreams, 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.

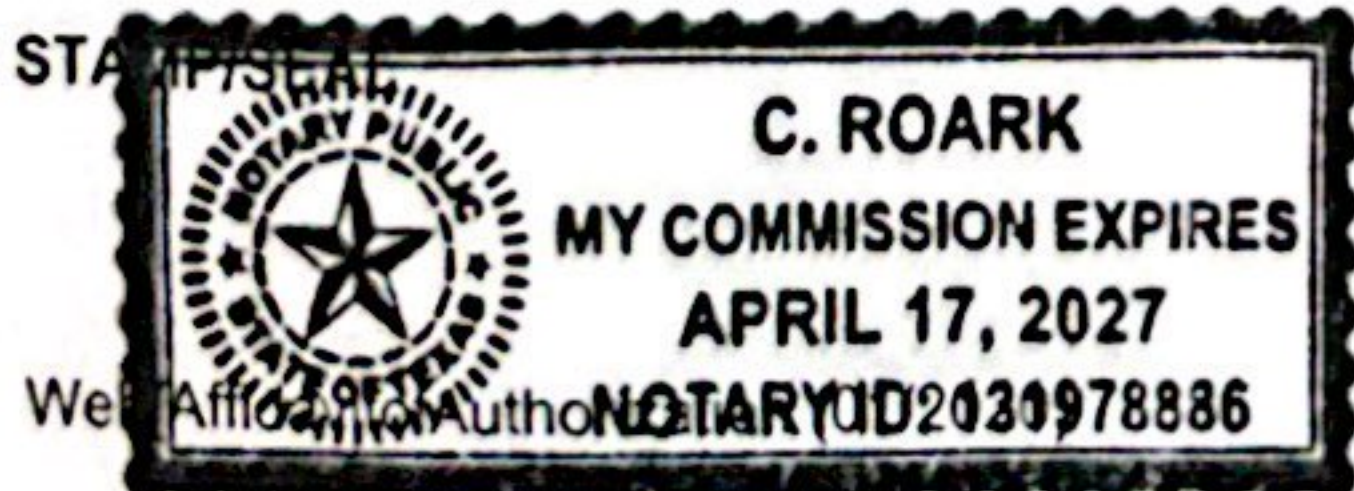
Anil Shah
Signature

8/16/2024
Date

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

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of August, 2024, by Anil Shah-Authorized Person (name of person providing oath or affirmation), who is personally known to me or who has produced TXDL (type of identification) as identification.



[Signature]
Signature of Notary Public

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared Anil Shah, 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 05-45-26-03-00035.0010 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
<u>ANIL. SHAH</u>	<u>51%</u>
<u>BINOY. SHAH</u>	<u>36</u>
<u>Hitesh KEVAL PATEL</u>	<u>15</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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.

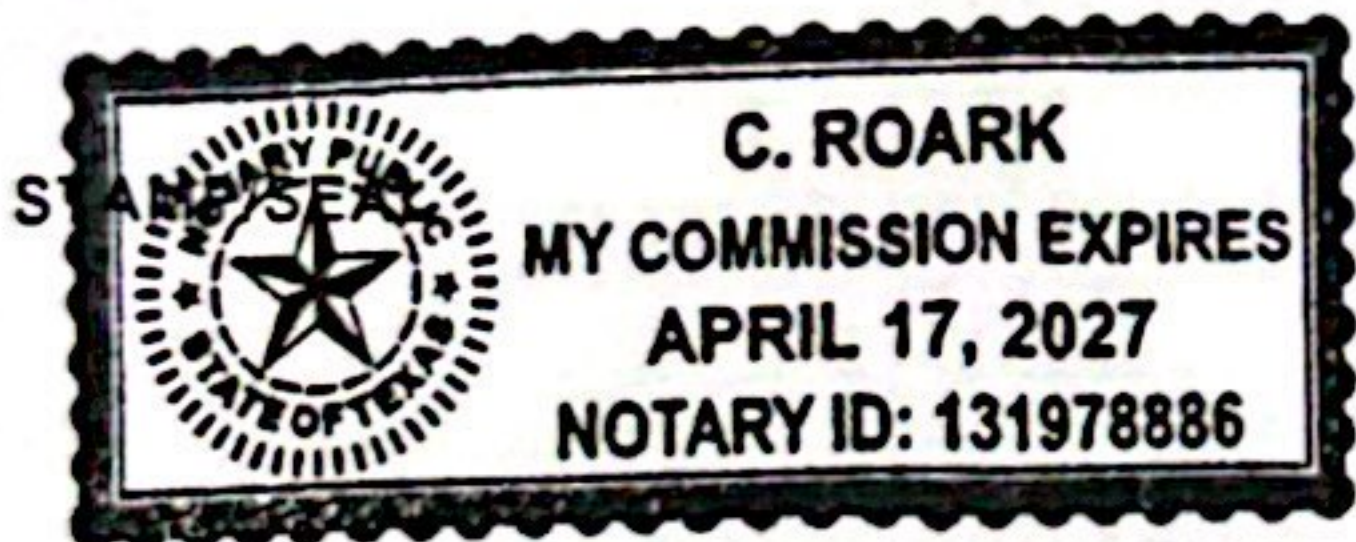
Anil C. Shah
Property Owner

Celestial Liberty Dreams, LLC
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 8-16-2024 (date) by Anil Shah-Authorized Person (name of person providing oath or affirmation), who is personally known to me or who has produced TXDL (type of identification) as identification.



[Signature]
Signature of Notary Public

Affidavit of No Change to Title

**Pursuant to Lee County
Land Development Code §34-202(a)(3)a.iii.**

Before me, the undersigned authority, after having been duly sworn, personally appeared Binoy (the "Affiant" herein), who deposes and states as follows:

1. That Affiant is the current owner of the real property located at 602 Meadow Rd, Lehigh Acres, Lee County, Florida, also identified by the Lee County Property Appraiser as Strap Number 05-45-26-03-00035.0010, which property is more particularly described in the following instrument:

The Warranty Deed of 82 Investments, LLC, a Florida limited liability company, to Celestial Liberty Dreams, LLC, a Florida limited liability company dated January 25, 2024, and recorded in the Public Records of Lee County, Florida, on January 26, 2024, in Instrument Number 2024000024256 (the "Property").

2. The Property is insured under the terms of a Title Insurance Policy issued by Old Republic National Title Insurance Company, as Policy Number 021-7041128, issued on or about January 26, 2024 ("Title Policy").
3. The Affiant certifies that subsequent to the issuance of the Title Policy on the Property and through the date herein, that neither he nor anyone acting on of his behalf has executed any type of conveyance, mortgage, deed of trust, easement or encumbrance of any kind on or upon the Property. Additionally, the Affiant states that he has no knowledge of any of the foregoing, other than the matters set forth in the Title Policy.
4. That this Affidavit is made for the purpose of inducing Lee County, Florida, to accept a zoning application for Special Exception, which application requires the Affiant, as the owner of the Property, to provide certain title information pursuant to Lee County Land Development Code §34-202(a)(3)a.iii.

[End of provisions.]

The affiant further states that he is familiar with the nature of an oath, and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature.

Executed this 20 day of AUGUST, 2024.

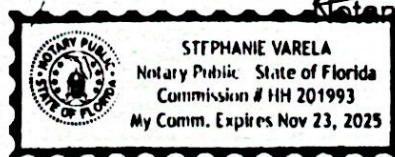
Binoy Shah
Binoy Shah
Affiant

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of u physical presence or online notarization on this 20 day of Aug, 2024, by Binoy Shah who is personally known to me or who has produced Drivers License as identification.

Stephanie Varela
Notary Public

[stamp or seal]





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

Detail by Entity Name

Florida Limited Liability Company
CELESTIAL LIBERTY DREAMS LLC

Filing Information

Document Number	L23000317552
FEI/EIN Number	93-2194016
Date Filed	07/03/2023
Effective Date	07/03/2023
State	FL
Status	ACTIVE

Principal Address

602 MEADOW RD
LEHIGH ACRES, FL 33973

Mailing Address

PO BOX 571
ESTERO, FL 33929

Registered Agent Name & Address

SHAH, BINOY
14137 BLUE BAY CIRCLE
FORT MYERS, FL 33913

Authorized Person(s) Detail

Name & Address

Title AP

SHAH, BINOY
PO BOX 571
ESTERO, FL 33929

Title AP

SHAH, ANIL
PO BOX 571
ESTERO, FL 33929

Annual Reports

Report Year	Filed Date
--------------------	-------------------

2024

02/24/2024

Document Images

[02/24/2024 -- ANNUAL REPORT](#)

View image in PDF format

[07/03/2023 -- Florida Limited Liability](#)

View image in PDF format

Florida Department of State, Division of Corporations



REQUEST STATEMENT

Ray Avenue Gas Station

Special Exception for Fuel Pumps in Support of C-2 Convenience
Food and Beverage Store
0.80 ACRES

Strap # 05-45-26-03-00035.0010
Undetermined, Lehigh Acres, FL 33973

The subject project is a commercial zoned 0.80-acre parcel located approximately 1.75 mile north of the Daniels Pkwy and S.R. 82 intersection. The cleared property is within the Central Urban Future Land Use and within the Mixed-Use Overlay. The request is to permit by right a Convenience Food and Beverage Store through the Commercial zoning district, along with twelve Self-service fuel pumps through a Special Exception. The project fits into the Lee Plan's Minor Commercial definition, being less than two acres with a building area of 2,200 sf.

The Ray Avenue Gas Station is located at the southeast corner of the intersection of SR 82 and Ray Avenue South), with Meadow Road fronting its northeast boundary. The zoning patterns adjacent to the property along SR 31 are commercial. To the southwest and opposite SR 82 is Gateway High School. Adjoining the subject parcels south boundary is vacant C-2 zoned parcel. Adjoining the subject parcels northwest boundary is a vacant 1.87-acre vacant property zoned C-2 and further is a Dollar General. Finally, directly opposite the subject parcel along the east side of Meadow Road is a residential home, zoned RM-2.

LDC 34-145 SPECIAL EXCEPTION CONSIDERATIONS

The Ray Avenue Gas Station project complies with the rules and considerations appropriate to support the requested special exception. For special exceptions, the applicant must prove entitlement based on:

- Is consistent with the goals, objectives, policies and intent of the Lee Plan;
- Will protect, conserve or preserve environmentally critical and sensitive areas and natural resources, where applicable.
- Will be compatible with existing and planned uses;
- Will not be injurious to the neighborhood or detrimental to the public welfare; and
- Will be in compliance with zoning regulations pertaining to the use and other applicable regulation

A discussion of how the Ray Avenue Gas Station project complies with 34-145 entitlement criteria will now follow.



LEE PLAN CONSIDERATIONS

POLICY 1.1.3: *The Central Urban future land use category can best be characterized as the “urban core” of the County. These areas are already the most heavily settled and have, or will have, the greatest range and highest levels of public services. Residential, commercial, public and quasipublic, and limited light industrial land uses will continue to predominate in the Central Urban future land use category. Future development in this category is encouraged to be mixed use, as described in Objective 11.1, where appropriate. The standard density range is from four dwelling units per acre (4 du/acre) to ten dwelling units per acre (10 du/acre), with a maximum total density of fifteen dwelling units per acre (15 du/acre). The maximum total density may be increased to twenty dwelling units per acre (20 du/acre) utilizing Greater Pine Island Transfer of Development Units. (Ord. No. 94-30, 02-02, 09-06, 16-07, 21-09)*

Response: The property is in Lehigh Acres along SR 82. Although the C-2 zoning has a variety of uses, the primary intended use will be a Convenience Food and Beverage Store with Self-service Fuel Pumps. SR 82 are a combination of vacant and developed PD and C-2 zoned parcels. To the northwest consists of C-2 zoning and partially developed with a Dollar Store. Along the site's southeast boundary is SR82 and north of that is a PUD zoned parcel. Southeast of the site is vacant C-2. Though this area is not fully developed, as Lehigh Acres grows, and SR 82 improvement moves forward, the special exception will allow for Convenience Food and Beverage store that will serve to strengthen the community's urban fabric along both sides of SR 82. The project is consistent with 1.1.3

POLICY 1.6.5: *The Planning Districts Map and Acreage Allocation Table (Map 1-B and Table 1(b)) depict the proposed distribution, extent, and location of generalized land uses through the Plan's horizon. Acreage totals are provided for land in each Planning District in unincorporated Lee County. No development orders or extensions to development orders will be issued or approved by Lee County that would allow the acreage totals for residential, commercial or industrial uses contained in Table 1(b) to be exceeded. This policy will be implemented as follows:*

Response: The property is located within the Lehigh Acres Community Planning District. The district has allocated to it 900 acres. The proposed Ray Avenue gas Station is slightly less than 1 acres. Therefore, the special exception is consistent with 1.6.5.

OBJECTIVE 2.1: DEVELOPMENT LOCATION. *Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where large tracts of land are by-passed in favor of development more distant from services and existing communities. (Ord. No. 94-30, 00-22)*

Response: The properties SR 82 location makes it suitable for non-residential, commercial uses and activities. As such it presents a contiguous and compact growth pattern that does not by-pass tracts of land to support development, in part, due to the adjacent C-2 commercial uses up and down SR 82. The project is consistent with Objective 2.1.



OBJECTIVE 2.2: DEVELOPMENT TIMING. *Direct new growth to those portions of the future urban areas where adequate public facilities exist or are assured and where compact and contiguous development patterns can be created. Development orders and permits (as defined in §163.3164, Fla. Stat.) will be granted only when consistent with the provisions of §163.3202(2)(g) and § 163.3180, Fla. Stat. and the concurrency requirements in the LDC. (Ord. No. 94-30, 00-22, 17-19).*

Response: Fire protection and emergency response will be provided by Lehigh Acres Fire Station 103, at 308 Gunnery Rd S, Lehigh Acres. The Lee County Sheriff Department station for Lehigh Acres is located at 1301 Homestead Road North. Gateway Blvd. and the Gunnery Road has a 2023 LOS C based on 1485 trips at a 2-land road capacity of 2,866. The project is consistent with Policy 2.2

OBJECTIVE 4.1: WATER, SEWER, AND ENVIRONMENTAL STANDARDS. *Consider water, sewer, and environmental standards during the rezoning process. Ensure the standards are met prior to issuing a local development order.*

STANDARD 4.1.1: WATER. *Any new residential development that exceeds 2.5 dwelling units per gross acre, and any new single commercial or industrial development in excess of 30,000 square feet of gross leasable (floor) area per parcel, must connect to a public water system*

STANDARD 4.1.2: SEWER. *Any new residential development that exceeds 2.5 dwelling units per gross acre, and any new single commercial or industrial development that generates more than 5,000 gallons of sewage per day, must connect to a sanitary sewer system.*

Response: The project is 2,200 sf so it is well under 30,000 sf review standard; the project will generate less than 5,000 gallons of sewage per day. The project is exempt from 4.1.1 and 4.1.2 standards and is consistent with 4.1.

POLICY 5.1.5: *Protect existing and future residential areas from any encroachment of uses that are potentially destructive to the character and integrity of the residential environment. Requests for conventional rezonings will be denied in the event that the buffers provided in the LDC, Chapter 10, are not adequate to address potentially incompatible uses in a satisfactory manner. If such uses are proposed in the form of a Planned Development or special exception and generally applicable development regulations are deemed to be inadequate, conditions will be attached to minimize or eliminate the potential impacts or, where no adequate conditions can be devised, the application will be denied altogether. The LDC will continue to require appropriate buffers for new developments. (Ord. No. 94-30, 99-15, 00-22).*

Response: The property does not adjoin occupied residential properties to the north, south, east and west. The project does not encroach upon residential uses and is not potentially destructive to the character and integrity of the residential environment. This is so in that the adjoining parcels are generally zoned commercial along SR 82, with the property abutting SR 82 (State-Maintained Arterial Road), Meadow Rd. (County Maintained Minor Collector and Ray Ave, (County Maintained Local Rd.) Standard LDC code buffering will be more than appropriate given the location and surroundings. The project is consistent with 5.1.5.



COMMERCIAL DEVELOPMENT REVIEW POLICY 6.1.1: *All applications for commercial development will be reviewed and evaluated as to:*

- Traffic and Access Impacts-The project does not generate unanticipated and unacceptable traffic. The expected impacts on transportation facilities will be addressed by existing County regulations and conditions of approval. It is noted that the SR 82 improvement project is funded is completed for six-lane widening.
- Screening and Buffering-Will be provided to meet County standards (see the Special Exception Site Plan).
- Sewer and Water Facilities- The project will be consistent with Lehigh Acres Objective 25.9.1 which states the availability of sewer and water is not a requirement for zoning approval. However, currently a Capital Improvement Project is being constructed for FGUA to extend the Water Main from Griffen to Ray Ave S. During Development Order water will be available to the site.
- Impacts On Adjacent Land Uses -No residential uses adjoin the project; the site is located at a commercial corner which minimizes surrounding neighborhood impacts.
- Proximity To Other Similar Centers-, Located opposite of the property on the north side of Ray Ave S. is zoned C-2 with the proposed Coffee Shop and a developed Dollar Store
- Environmental Considerations _ There are no environmental concerns with the property in that it is completely cleared and developed.

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.*

Response: The requested SE for twelve Self-Service Fuel Pumps is compatible with south and north adjoining commercial uses. The site is located at a corner intersection of a Minor Collector Road and a State Arterial highway. Thus, no residential neighborhood intrusion will occur. See the discussion of urban services in Policy 2.2 and Objective 4.1. The project is consistent with 6.1.4.

POLICY 6.1.5: *Maintain land development regulations that require commercial development be designed to protect the traffic-carrying capacity of roads and streets. Methods to achieve this include but are not limited to frontage roads; clustering of activities; limiting access; sharing access; setbacks from existing rights-of-way; acceleration, deceleration and right-turn-only lanes; and, signalization and intersection improvements. (Ord. No. 94-30, 00-22, 23-08).*

Response: The requested commercial use is designed to protect the traffic carrying capacity of SR 82 by constructing the project's access on Meadow Road as opposed to SR 82. The project is consistent with 6.1.5.

POLICY 6.1.6: *Maintain land development regulations that require commercial development provide adequate and appropriate landscaping, open space, buffering, and architectural standards. (Ord. No. 23-08).*

Response: The project will comply with the Lee Plan and Chapter 10 Article IV Arch. Design Standards, along with other LDC rules, including 30% open space, 25-ft. Type D buffers along the public roadways, and other requirements. The project is consistent with 6.1.6



POLICY 25.8.4: *All new commercial developments must provide parking lot interconnections to adjacent properties and must not prevent pedestrian or vehicular access from adjacent residential areas. (Ord. No. 10-16, 18-18)*

Response: The site proposes interconnection will be provided to the adjacent property

POLICY 25.8.2: *All connections to SR 82 must be consistent with the FDOT Corridor Access Management Plan for SR 82. (Ord. No. 10-16, 18-18)*

Response: The project will comply with Florida Department of Transportation Access Management Plan by using Meadow Road as the access

LEE PLAN AND LDC CONSISTENCY SUMMARY

The request is consistent with the goals, objectives, policies, and the intent of the Lee Plan.

The request will not cause damage, hazard, nuisance or other detriment to persons or property. It is being integrated into the existing neighborhood as a relatively low intensity development and is similar in nature to the uses in the area.

The requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the uses set forth in Chapter 34 of the LDC.

Sufficient evidence has been provided within this application that this rezoning is in compliance with the Lee Plan, the Land Development Code and all other applicable rules and regulations.

The request will meet or exceed all performance and location standards set forth for the uses allowed by the request.

The request is consistent with the densities, intensities and general uses set forth in the Lee Plan.

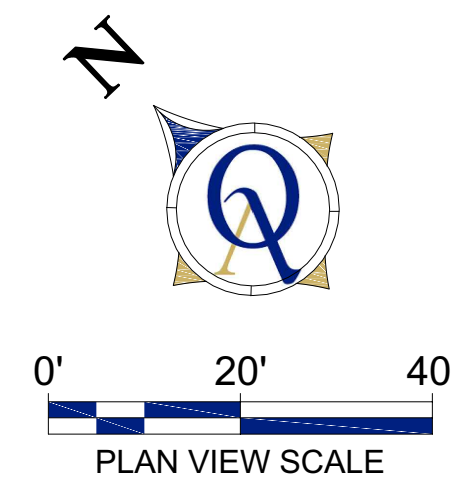
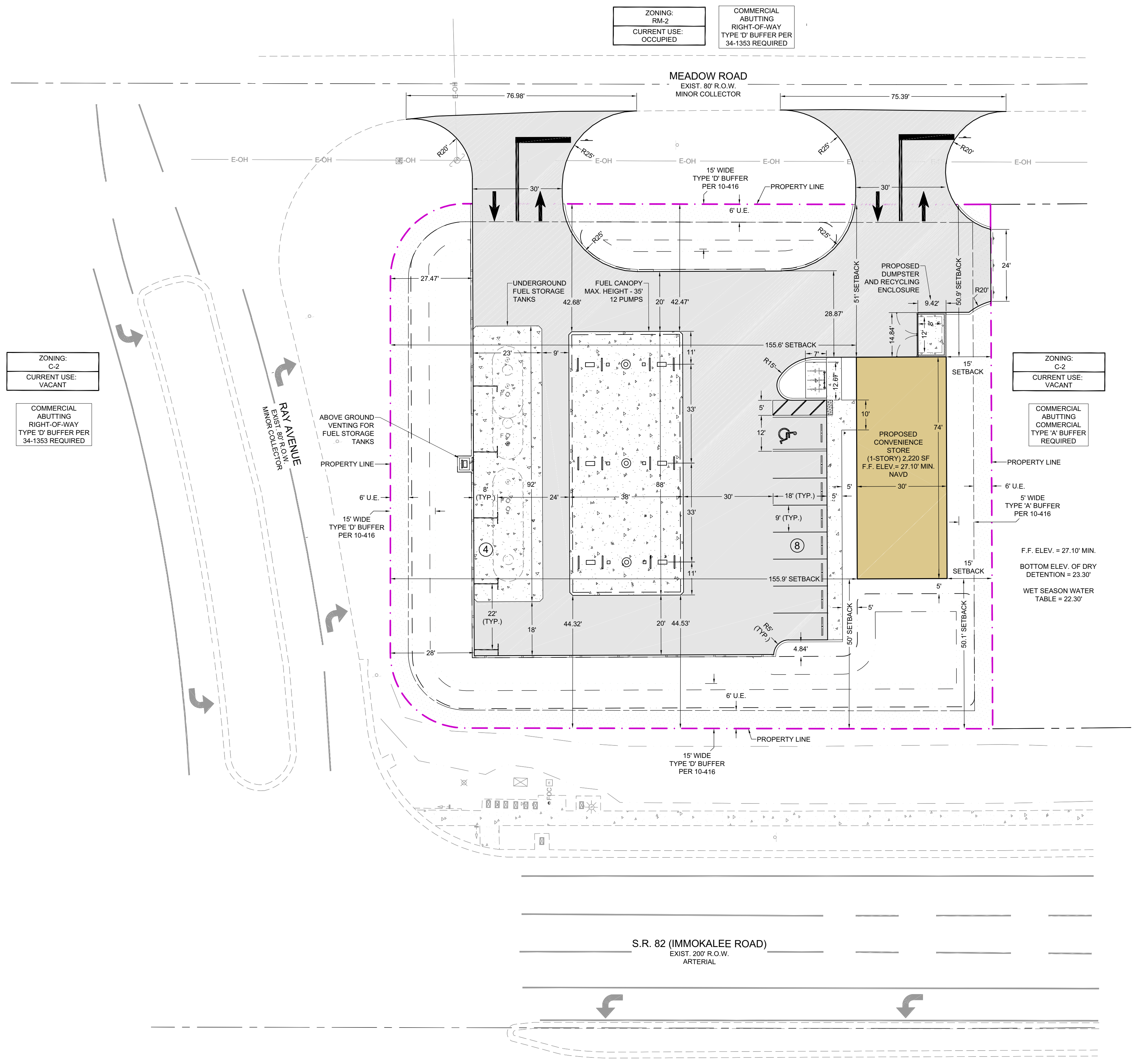
The request is compatible with existing or planned uses in the surrounding area.

Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development.

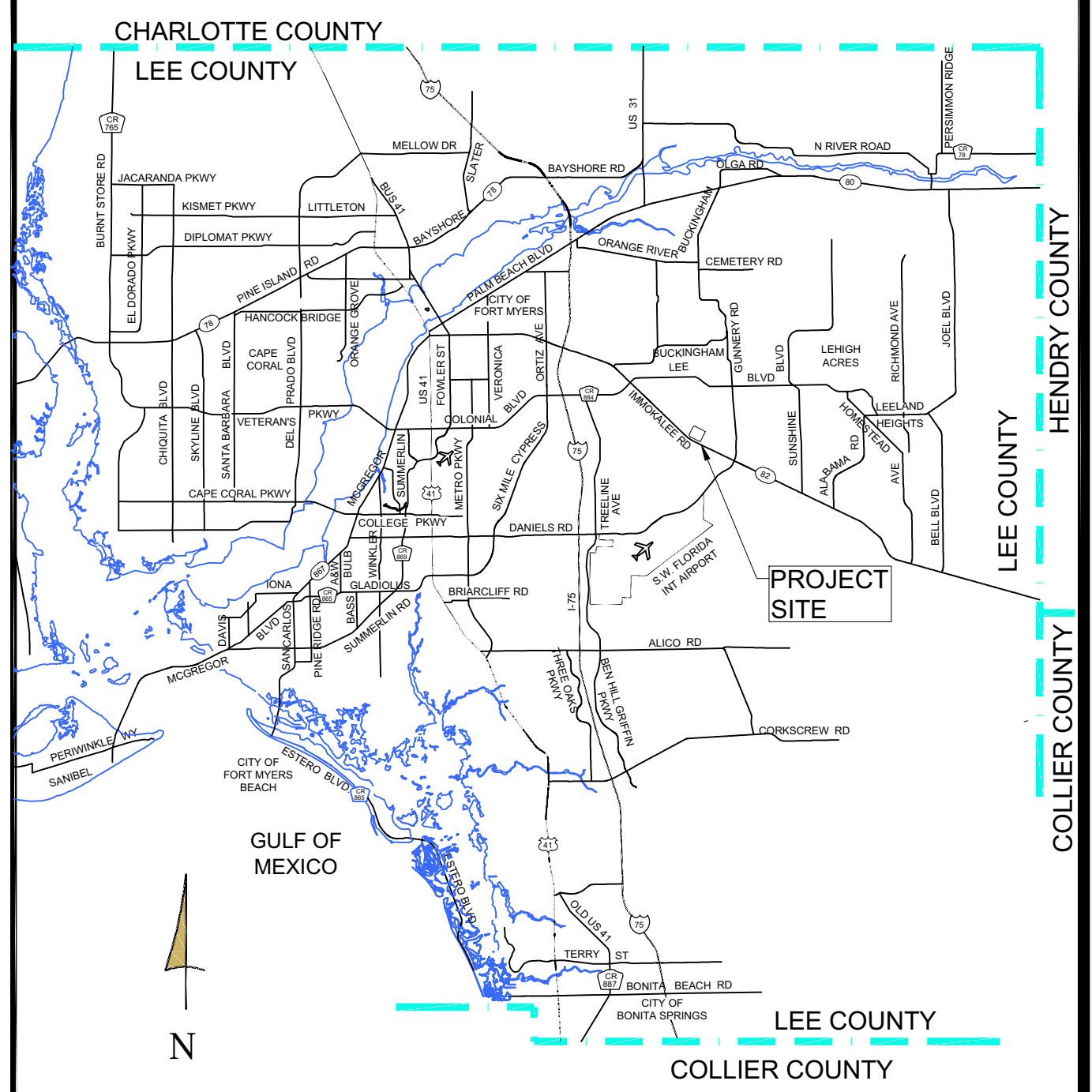
The request will not adversely affect environmentally critical areas and natural resources.

RAY AVE. GAS STATION

LOCATED IN SECTION 05, TOWNSHIP 45-S, RANGE 26-E, LEE COUNTY, FLORIDA



MASTER CONCEPT PLAN



LOCATION MAP (NOT TO SCALE)

PROJECT SUMMARY:

FUTURE LAND USE DESIGNATION
CENTRAL URBAN

PLANNING COMMUNITY
LEHIGH ACRES

CURRENT ZONING
C-2

PROPOSED ZONING
NO ZONING CHANGES ARE PROPOSED

STRAP #(S)
05-45-26-03-00035.0010

PROJECT ACREAGE
0.85 ACRES (37,187 SF - INCLUDES R.O.W. AREA)
0.80 ACRES (34,862 SF - EXCLUDES R.O.W. AREA)

OPEN SPACE REQUIREMENT
SMALL COMMERCIAL - 30% REQUIRED (0.24 ACRES)
PROVIDED - 39% (0.31 ACRES)

LEGAL DESCRIPTION

LOTS 1,2,3 & 4, BLOCK 35, UNIT 3, OF THE LEHIGH ACRES, AS SHOWN
ON PLAT RECORDED IN INSTRUMENT #260793 OF THE PUBLIC RECORDS
OF LEE COUNTY FLORIDA

PLAT OF
LEHIGH ACRES
LEE COUNTY, FLORIDA
LEE COUNTY LAND AND TITLE COMPANY
DEVELOPERS

ACKNOWLEDGEMENTS

KNOW ALL MEN BY THESE PRESENTS, THAT LEE COUNTY LAND AND TITLE COMPANY, A CORPORATION UNDER THE LAWS OF FLORIDA, BEING THE OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON HAS CAUSED THIS PLAT OF LEHIGH ACRES TO BE MADE AND DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC STREETS, ROADS, DRIVES AND/OR LANES SHOWN HEREON AND ALL CANAL RIGHT OF WAYS SHALL BE DEDICATED TO THE EAST COUNTY WATER CONTROL DISTRICT.

IN WITNESS WHEREOF GERALD H. GOULD AND EDWARD SHAPIRO, RESPECTIVELY PRESIDENT AND SECRETARY OF LEE COUNTY LAND AND TITLE COMPANY, BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS HAVE EXECUTED THESE PRESENTS FOR AND ON BEHALF OF SAID CORPORATION AND CAUSED ITS CORPORATE SEAL TO BE AFFIXED THIS 10th DAY OF April A.D. 1961

LEE COUNTY LAND AND TITLE CO.

BY Gerald H. Gould
President

ATTEST: Edward Shapiro
Secretary

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED GERALD H. GOULD AND EDWARD SHAPIRO, RESPECTIVELY PRESIDENT AND SECRETARY OF LEE COUNTY LAND AND TITLE COMPANY, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AS PRESIDENT AND SECRETARY RESPECTIVELY OF LEE COUNTY LAND AND TITLE COMPANY FOR THE PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND OFFICIAL SEAL AT FORT MYERS, SAID COUNTY AND STATE THIS 10th DAY OF April A.D. 1961

James White
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires July 12, 1964

APPROVALS

THIS PLAT APPROVED THIS 12 DAY OF April A.D. 1961 IN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA.

APPROVED

George S. Shetty
Chairman
F. A. Tarakes
Clerk

Stacy Bauer
County Attorney
County Road Superintendent

360790

I HEREBY CERTIFY THAT THIS PLAT OF LEHIGH ACRES, HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES IN FORM WITH THE REQUIREMENTS OF SURVEY LAWS OF FLORIDA.

I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD AT FORT MYERS THIS 13 DAY OF April A.D. 1961, AND DULY RECORDED IN PLAT BOOK 15 ON PAGES 1-10 OF PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

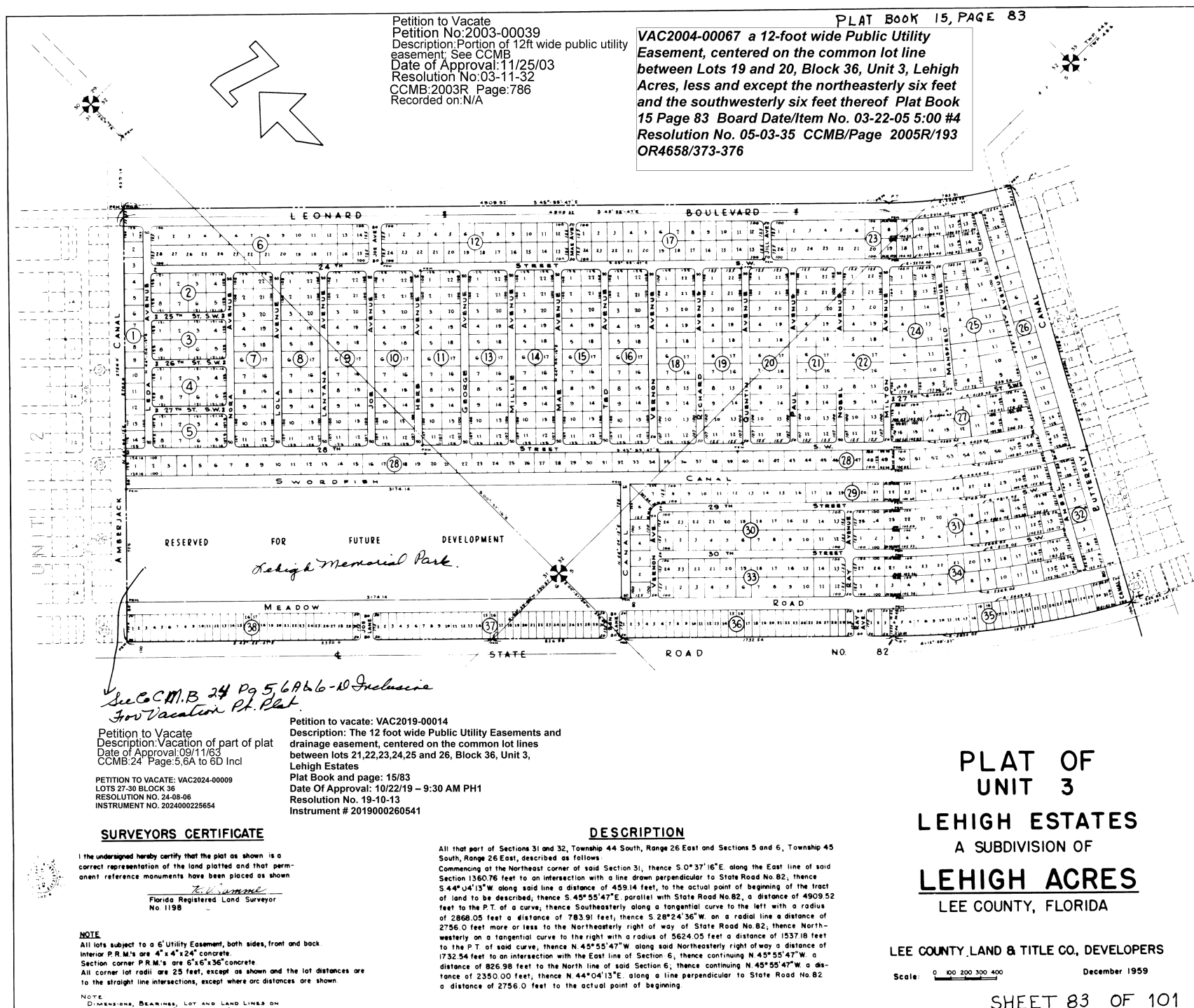
F. A. Tarakes
Clerk Of The Circuit Court In And For Lee County

SURVEYORS CERTIFICATE

I THE UNDERSIGNED CERTIFY THAT THE PLAT AS SHOWN IS A CORRECT REPRESENTATION OF THE LANDS PLATTED.

R. V. Jamme





DRAWING OF LATEST DATE SHALL PREVAIL



Meg Palmer
Florida Registered Paralegal to Michael Lehnert
Direct dial: (239) 336-6281
Email: MegPalmer@PaveseLaw.com

1833 Hendry Street, Fort Myers, Florida 33901 | P.O. Box 1507, Fort Myers, Florida 33902 | (239) 334-2195 | Fax (239) 332-2243

February 28, 2024

Celestial Liberty Dream, LLC
P. O. Box 571
Estero, FL 33929
Attn: Anil Shah and Binoy Shah

Re: 82 Investments LLC s/t Celestial Liberty reams LLC
602 Meadow Road, Lehigh Acres, FL 33973
Our File No. 95868.001

Dear Anil Shah and Binoy Shah:

Enclosed please find the following:

1. Original Old Republic National Title Insurance Company Owner's Policy Number O21-7041128; and
2. Original recorded Special Warranty Deed.

It was a pleasure working with you on this transaction and we look forward to the next one. Should you need anything else, please email or call us. Thank you.

Sincerely,

Meg Palmer

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

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. 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.

(continued on next page)



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

By

C. Monroe

President

Attest

David Wald

Secretary

SERIAL O21-7041128

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:
95868.001

Issuing Office's ALTA Registry ID:
None

Issuing Agent:
1562

Property Address:
602 Meadow Road, Lehigh Acres, FL 33973

Issuing Office:
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, FL 33901

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: O21-7041128

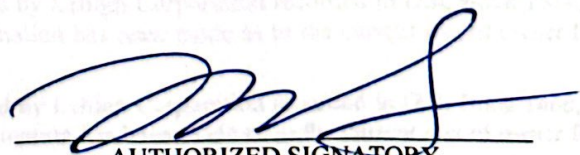
Amount of Insurance: \$599,000.00

Date of Policy: January 26, 2024 @ 03:44 PM

1. **The Insured is:** Celestial Liberty Dreams LLC, a Florida limited liability company
2. **The estate or interest in the Land insured by this policy is:** FEE SIMPLE as shown by instrument recorded as **Official Records Instrument Number 2024000024256** of the Public Records of Lee County, Florida.
3. **Title is vested in:** Celestial Liberty Dreams LLC, a Florida limited liability company
4. **The Land is described as follows:**
Lots 1, 2, 3 and 4, Block 35, Unit 3, Lehigh Estates, a subdivision of Lehigh Acres, according to the plat thereof as recorded in Plat Book 15, Page 83, 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
Michael P. Lehnert, Esq.

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

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: O21-7041128

**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 2024 and subsequent years.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
3. Easements, or claims of easements, not recorded in the Public Records.
4. All matters contained on the Plat of Unit 3, Lehigh Estates, a subdivision of Lehigh Acres, as recorded in Plat Book 15, Page 83, Public Records of Lee County, Florida.
5. Easement contained in instrument recorded in O.R. Book 84, Page 310, Public Records of Lee County, Florida.
6. Easement contained in Easement Agreement between Lehigh Acres Development Corp., and Community Television Cable Corporation of Lee County, dated September 19, 1964, recorded October 9, 1964, in O.R. Book 269, Page 704, Public Records of Lee County, Florida.
7. Agreement by and between Gerald H. Gould, Harold W. Wolfram, Howard M. Lawn and Alexander R. Hamilton, the surviving Trustees of Lee County Land and Title Company, a Florida corporation, and Lehigh Utilities, Inc., a Florida corporation recorded in O.R. Book 327, Page 119, Public Records of Lee County, Florida.
8. East County Water Control District as recorded in C.O. Book 38, Page 330, Final Judgment validating Bonds in O.R. Book 2173, Page 469, Public Records of Lee County, Florida.
9. Stipulated Final Judgment recorded August 7, 1992 in O.R. Book 2319, Page 1488, amended in O.R. Book 2332, Page 148 and re-recorded in O.R. Book 2385, Page 857, Public Records of Lee County, Florida.
10. Developer's Agreement by and between Lehigh Corporation and Cliffside Properties, Inc. and Lehigh Utilities, Inc. recorded in O.R. Book 2357, Page 2973, and Modification to Developer's Agreement recorded in O.R. Book 2551, Page 833, Assignments recorded in O.R. Book 3632, Page 1562, O.R. Book 3632, Page 1699, Public Records of Lee County, Florida.
11. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
12. Oil, gas, mineral, or other reservations as set forth in deed by Consolidated Naval Stores Company, a Florida corporation recorded in Deed Book 261, Page 224, Notice recorded in O.R. Book 1101, Page 253, Warranty Deed recorded in O.R. Book 4516, Page 2118, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
13. Oil, gas, mineral, or other reservations as set forth in deed by Lehigh Corporation recorded in O.R. Book 1514, Page 656, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. (Lot 1)
14. Oil, gas, mineral, or other reservations as set forth in deed by Lehigh Corporation recorded in O.R. Book 1460, Page 2319, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. (Lot 2)

AMERICAN LAND TITLE ASSOCIATION

OWNER'S POLICY (With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: O21-7041128

SCHEDULE B (Continued)

15. Oil, gas, mineral, or other reservations as set forth in deed by Lehigh Corporation recorded in O.R. Book 1460, Page 2320, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. (Lot 3)
16. Oil, gas, mineral, or other reservations as set forth in deed by Lehigh Acres Development, Inc. recorded in O.R. Book 1019, Page 1961, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. (Lot 4)
17. Declaration of Restrictive Covenant recorded in Instrument Number 2023000234663, Public Records of Lee County, Florida.

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:

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.

Michael P. PAVESF
1833
For

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.

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.

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.

- 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

Prepared by and return to:
Michael P. Lehnert, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, FL 33901
239-334-2195
File Number: 95868.001
Parcel Identification No. 05-45-26-03-00035.0010

PAVESELAW FIRM Recorded Electronically	
ID	2024000024256
COUNTY	Lee
DATE	1/26/24
TIME	3:44pm

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 26th day of January, 2024 between 82 Investments LLC, a Florida limited liability company whose post office address is 15568 Alton Drive, Fort Myers, FL 33908 of the County of Lee, State of Florida, grantor*, and Celestial Liberty Dreams LLC, a Florida limited liability company whose post office address is P.O. Box 571, Estero, FL 33929 of the County of Lee, State of Florida, grantee*,

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:

Lots 1, 2, 3 and 4, Block 35, Unit 3, Lehigh Estates, a subdivision of Lehigh Acres, according to the plat thereof as recorded in Plat Book 15, Page 83, Public Records of Lee County, Florida.

Subject to taxes for 2024 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[Remainder of Page Intentionally Left Blank. Signature Page Follow]

in C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2024000024256, DocType D, Pages 2, Recorded 1/26/2024 at 3:44 PM, Deputy Clerk WSEIBERT
Rec Fees: \$18.50 Deed Doc: \$4,193.00 ERECORD

Prepared by and return to:
Michael P. Lehnert, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, FL 33901
239-334-2195
File Number: 95868.001
Parcel Identification No. 05-45-26-03-00035.0010

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* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[Remainder of Page Intentionally Left Blank. Signature Page Follow]

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:

Meg Palmer
Witness Name: Meg Palmer
Witness Address: 1833 Hendry Street
Fort Myers, Florida 33901

Stacy
Witness Name: Stacy
Witness Address: 1833 Hendry Street
Fort Myers, Florida 33901

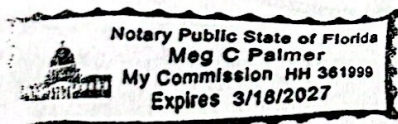
82 Investments, LLC, a Florida limited liability company

By: Mohammed Zahran
Mohammed Zahran, Manager

State of Florida
County of

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25
day of January, 2024 by Mohammed Zahran, as Manager of 82 Investments LLC, a Florida limited liability company, on behalf
of the company, who ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Meg Palmer
Notary Public

Printed Name: Meg C Palmer

My Commission Expires: 3/18/27



Meg Palmer
Florida Registered Paralegal to Michael Lehnert
Direct dial: (239) 336-6281
Email: MegPalmer@PaveseLaw.com

1833 Hendry Street, Fort Myers, Florida 33901 | P.O. Box 1507, Fort Myers, Florida 33902 | (239) 334-2195 | Fax (239) 332-2243

February 28, 2024

Celestial Liberty Dream, LLC
P. O. Box 571
Estero, FL 33929
Attn: Anil Shah and Binoy Shah

Re: 82 Investments LLC s/t Celestial Liberty reams LLC
602 Meadow Road, Lehigh Acres, FL 33973
Our File No. 95868.001

Dear Anil Shah and Binoy Shah:

Enclosed please find the following:

1. Original Old Republic National Title Insurance Company Owner's Policy Number O21-7041128; and
2. Original recorded Special Warranty Deed.

It was a pleasure working with you on this transaction and we look forward to the next one. Should you need anything else, please email or call us. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Meg Palmer", with a long horizontal flourish extending to the right.

Meg Palmer

Prepared by and return to:
Michael P. Lehnert, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, FL 33901
239-334-2195
File Number: **95868.001**
Parcel Identification No. **05-45-26-03-00035.0010**

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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:

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Subject to taxes for 2024 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

[Remainder of Page Intentionally Left Blank. Signature Page Follow]

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:

Meg Palmer
Witness Name: Meg Palmer
Witness Address: 1883 Hendry Street
Fort Myers, Florida 33901

Stacy
Witness Name: Stacy
Witness Address: 1833 Hendry Street
Fort Myers, Florida 33901

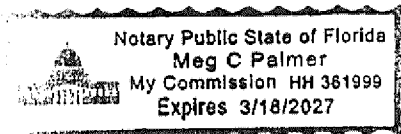
82 Investments, LLC, a Florida limited liability company

By: Mohammed Zahran
Mohammed Zahran, Manager

State of Florida
County of

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of January, 2024 by Mohammed Zahran, as Manager of 82 Investments LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Meg Palmer
Notary Public

Printed Name: Meg C Palmer

My Commission Expires: 3/18/27



Engineers, Planners & Development Consultants

4301 Veronica Shoemaker Boulevard, Fort Myers, FL 33912
239.936.5222 | QAINC.NET | f 239.936.7228

RAY AVENUE GAS STATION

TRAFFIC IMPACT STATEMENT

August 2024

Reviewed By:

Josh Eisenoff
P.E. #97911

QAI Project # 230704





Ray Avenue Gas Station
STRAP#: 05-45-23-03-00035.0010
Meadows Rd
Lehigh Acres, FL 33973

The purpose of the TIS is to analyze the potential traffic impacts and identify any improvements required to secure a Lee County Development Order.

EXISTING CONDITIONS

OVERVIEW

The subject property is located at the south corner of Ray Avenue and Meadow Rd, abutting SR 82.

ROADWAY INFORMATION

Meadow Rd is a two-way, two-lane county maintained minor collector roadway with a posted speed limit of 35 mph. There is no existing access point to the site.

PROPOSED DEVELOPMENT

The proposed development will consist of a 2,220 SF building, twelve vehicle fueling positions, and two access points, both of which are to be connected to Meadow Rd. The site is to be used as a gas station and convenience store. LUC 945 has the best fitting description for the intended use of the proposed development.

Below are the land use codes utilized to calculate the projected trips:

LUC 945 – Convenience Store/Gas Station **2.22 (per 1,000 sq. ft.) & VFP (9-15)**

TRIP GENERATION

The trip generation proposed for the development was determined using OTISS software, which refers to the Institute of Transportation Engineer's (ITE) report, titled *Trip Generation*, 11th Edition.

The LUC 945 – Convenience Store/Gas Station did not have the best fit curves available for the AM/PM peak hour analysis, thus the average rate per ITE was used. The weekday analysis for this land use did have the best fit curve available, thus it was used for the weekday analysis.

The table below displays the anticipated peak hour A.M., peak hour P.M., and weekday trip generation for the proposed use as calculated by OTISS.

Land Use	Peak AM		Peak PM		Weekday	
	Entry	Exit	Entry	Exit	Entry	Exit
945 – Convenience Store/Gas Station	63	63	61	61	897	897



TRIP DISTRIBUTION

The total external trips shown above were assigned to the proposed site access points and adjacent roadways. There are two access points to the proposed development on Meadow Rd. The proposed access points allow for right and left turning movements, with the traffic distributed 80% North, towards Ray Ave on Meadow Rd, and 20% South, towards Gregory Ave S on Meadow Rd.

The Trip Distribution Exhibit T-01 shows the projected distribution to Ray Ave and Gregory Ave S used for the projected level of service. Exhibit T-02 demonstrates the A.M. and P.M. peak hour traffic for the for the traffic generated by the subject project. Please refer to the attached **Trip Distribution Exhibits**.

PROJECT LEVEL OF SERVICE AND IMPROVEMENTS

There is one roadway that will be analyzed for Level of Service: County Maintained Meadow Rd.

The 2023 Lee County Concurrency Report did not have information for the Level of Service of Meadow Rd; however, FDOT AADT data for Meadow Rd was found to calculate the existing volume, or 100th hour V.P.H. The existing volume for Meadow Rd was found to be 56 trips; please refer to the attached AADT information for calculations. LOS Trip Thresholds were determined using the 2016 Lee County Generalized Peak Hour Directional Service Volumes.

Per ITE Trip Generation, the highest trips were in the A.M. peak hour, with a total of 63 trips. The projected distribution for traffic North, towards Ray Ave, is 80%. Trip Distribution Exhibit T-01 illustrates the distribution. Table 1 demonstrates the LOS analysis, the peak hour, peak direction trips for the subject roadway added to the background traffic.

100 TH HIGHEST HOUR LEVEL OF SERVICE (LOS) CALCULATION			
MEADOW RD			
PROJECT NAME:	RAY AVENUE GAS STATION		
ENGINEER:	QUATTRONE & ASSOCIATES, INC.		
PROJECT LOCATION:	MEADOW RD, LEHIGH ACRES FL 33973		
100 th HOUR VEHICLES PER HOUR (V.P.H.) Year Rate:	2023		56
LOS EXISTING =			C
100 th HOUR V.P.H. FOR PROJECT =			63
NEW TRIP DISTRIBUTION % = 80%		NEW TRIPS =	50.4
100 th HOUR V.P.H. ADJUSTED + NEW TRIPS =	56	+	50
			106
LOS WITH PROJECT =			C
LOS TRIP THRESHOLD =	MEADOW RD		
		A	0
		B	0
		C	730
		D	1,440
		E	1,520

Table 1 LOS Calculations & Analysis



The performance standard for Meadow Rd is LOS C at a capacity of 730. Per Table 1, Meadow Rd will operate at an acceptable level of service with or without the proposed development.

PROJECT LEVEL OF SERVICE AND IMPROVEMENTS

The determination of potential significant impact for each roadway link is calculated per Lee County AC13-16 as follows:

Meadow Rd:

$$\text{Service Volume Utilization} = \frac{\text{Cumulative Project Traffic}}{\text{Max. LOS of Meadow Rd}} = \frac{50}{1520} \times 100\% = 3.28\%$$

Per Lee County AC-13-16, Meadow Rd does not meet the definition of a significant impact of more than five percent or more of the adopted peak hour level of service maximum service volume of the roadway.

TURN LANE ANALYSIS

The number of trips used for the turn analysis can be seen in Trip Distribution Exhibit T-02. The figure below demonstrates turn lane requirements per Lee County Turn Lane Policy AC-11-4, for the proposed accesses abutting minor collector road, Meadow Rd.

TURN LANE ANALYSIS FOR					
MEADOW RD			WITH A ROADWAY SPEED OF 35 MPH		
DECELERATION & LEFT TURN ANALYSIS			DECELERATION & RIGHT TURN ANALYSIS		
	Met	Not Met		Met	Not Met
Warrant #1 - Speed limit equal to or more than 35 mph	X		Warrant #1 - Speed limit equal to or more than 35 mph	X	
Warrant #2 (b) Two-way peak season through and right turn is equal or greater than 500 vehicles and the left turn volume is equal or greater than 20 vehicles; OR Left turn volume for the peak hour is greater than 30 vehicles.		X	Warrant #2 - Right turns area equal to or greater than 45 vehicles at AM or PM peak when the AADT is less than 6,000 vpd OR equal to or greater than 30 vehicles when the AADT is equal to or greater than 6,000 vpd		X
Warrant #3 - Available Sight Distance		X	Warrant #3 - Available Sight Distance		X
Warrant #4 - Traffic Control		X	Warrant #4 - Traffic Control		X
Warrant #5 - The Collector street is intersecting an arterial or collector street		X	Warrant #5 - LCDOT Requiring turn lane		X
Warrant #6 - Crash Rates		X	<u>Therefore, Turn Lane is Not Required</u>		
Warrant #7 - LCDOT Requiring turn lane		X			
<u>Therefore, Turn Lane is Not Required</u>					
SEPARATE LEFT TURN LANE ANALYSIS			SEPARATE RIGHT TURN LANE ANALYSIS		
	Met	Not Met		Met	Not Met
Warrant #1 - Speed limit equal to or more than 35 mph	X		Warrant #1 - Speed limit equal to or more than 35 mph	X	
Warrant #2 - Left turns are equal to or greater than 60 vehicles at AM or PM peak		X	Warrant #2 - Right turns are equal to or greater than 90 vehicles at AM or PM peak		X
Warrant #3 - Traffic Control		X	Warrant #3 - Traffic Control		X
Warrant #4 - LCDOT Requiring turn lane		X	Warrant #4 - LCDOT Requiring turn lane		X
<u>Therefore, Turn Lane is Not Required</u>			<u>Therefore, Turn Lane is Not Required</u>		



CONCLUSION

There is no change in the Level of Service for Meadow Rd, based on the 100th highest hour LOS calculations. Therefore, the roadway is adequate to accommodate the additional volume generated by the proposed project.

The turn lane analysis for the access points, located on Meadow Rd, was conducted and it was determined turn lane improvements will not be warranted.

The proposed development will not have a detrimental impact on the surrounding roadway system and turn lane improvements will not be warranted at the project's entrances. The project does not pose a significant impact of five percent or more increased volume on Meadow Rd.

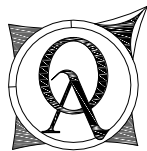
REFERENCES

- *Trip Generation by OTISS Online Traffic Impact Study Software*
- *Institute of Transportation Engineers Trip Generation, 11th Edition*
- *FDOT 2023 AADT Daily Traffic Information*
- *Lee County 2016 Generalized Peak Hour Directional Service Volumes*
- *Lee County Turn Lane Policy AC-11-4 (Adopted: 10/19/88)*

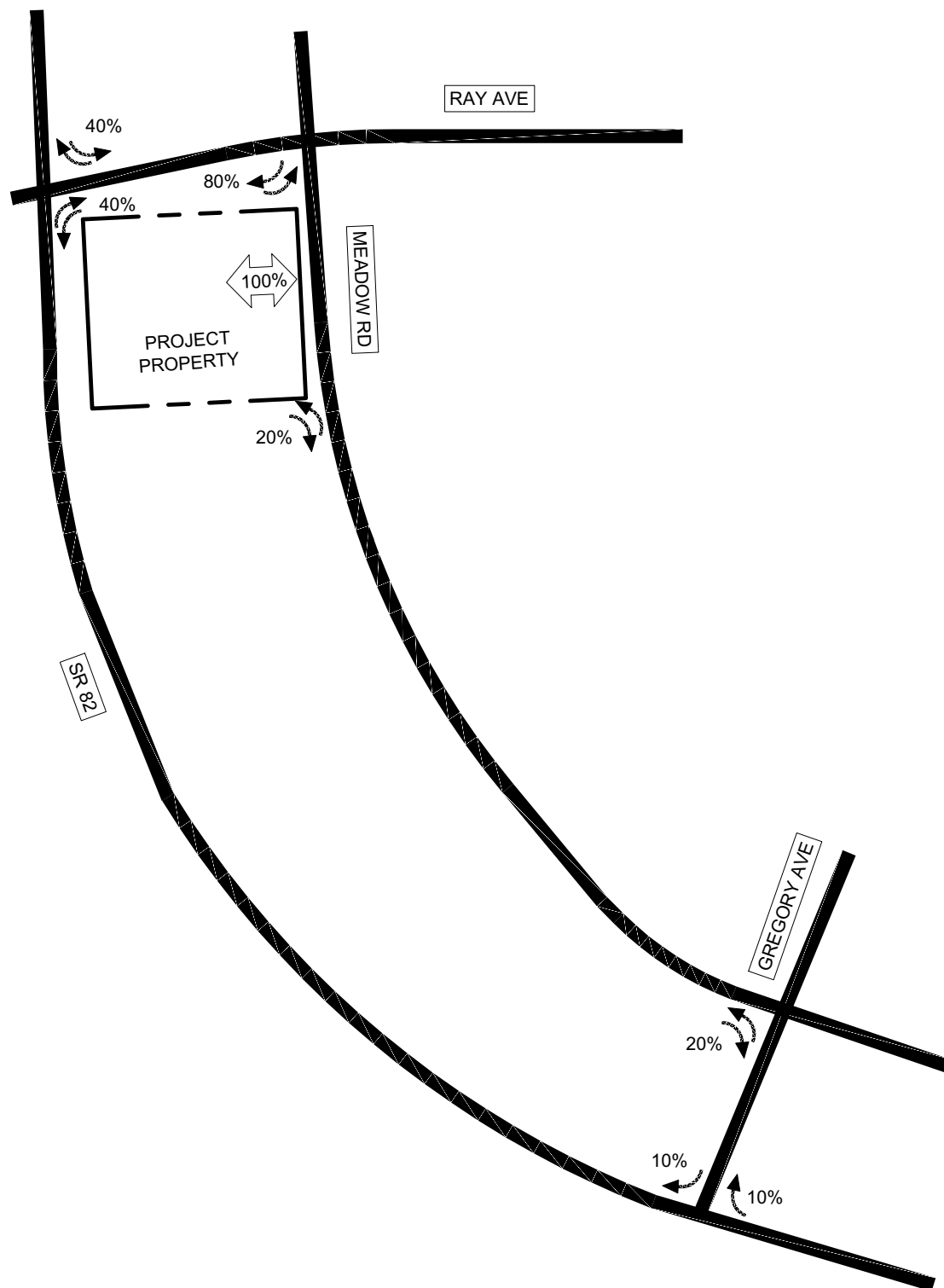


TRIP DISTRIBUTION EXHIBITS





NTS

**Quattrone & Associates, Inc.**

Engineers, Planners, & Development Consultants
4301 Veronica Shoemaker Blvd - Fort Myers, Florida 33916 - 239-936-5222

Certificate of Authorization Number: 9465

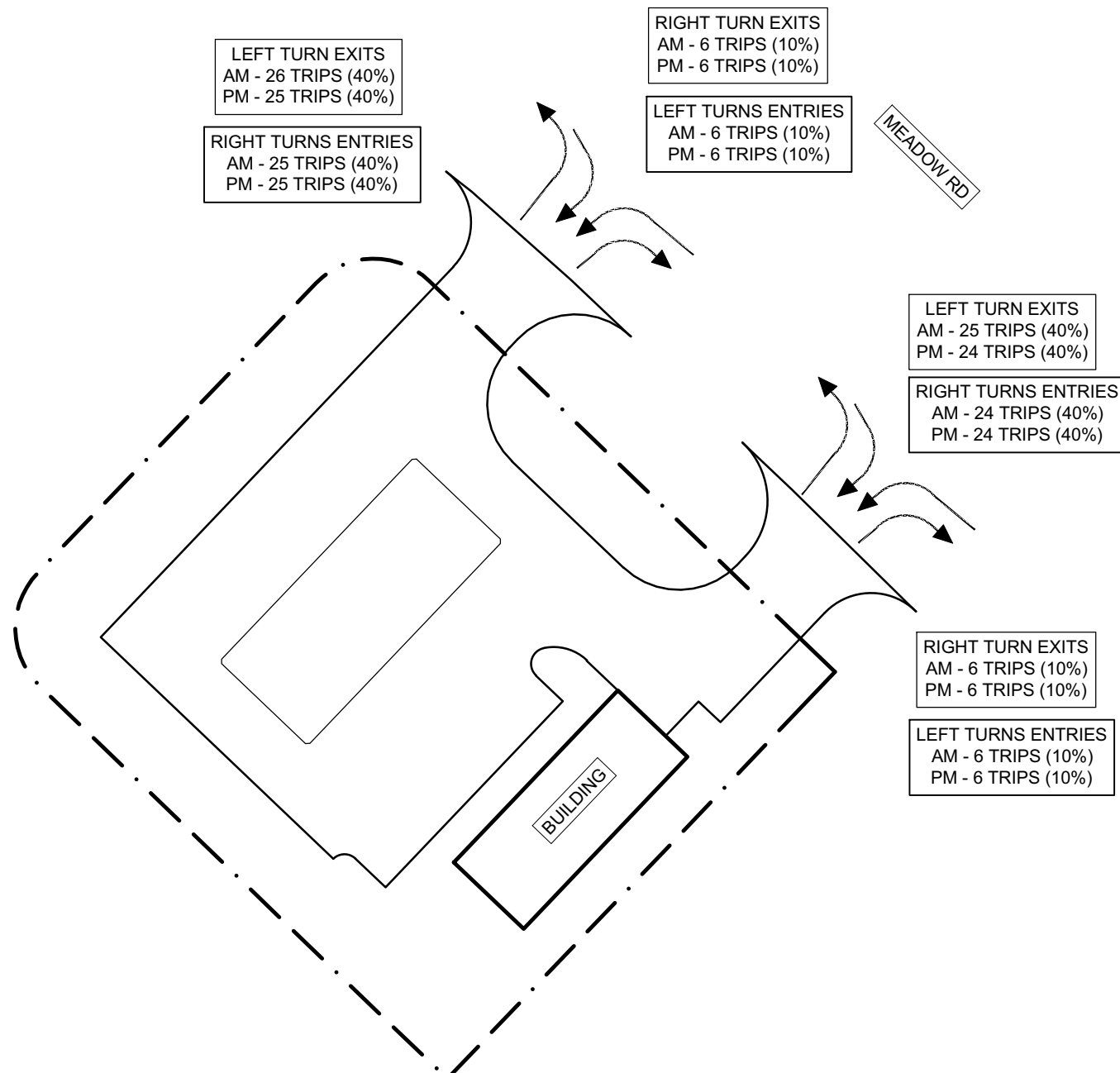
**RAY AVE GAS STATION
TRIP DISTRIBUTION EXHIBIT**
UNDETERMINED ACCESS, LEHIGH ACRES
LEE COUNTY, FLORIDA 33974

SHEET
T-01
01 OF 02

PROPOSED TRIPS

Driveway Volume

7-9 AM Peak Hour Enter	63
7-9 AM Peak Hour Exit	63
7-9 AM Peak Hour Total	126
4-6 PM Peak Hour Enter	61
4-6 PM Peak Hour Exit	61
4-6 PM Peak Hour Total	122



Quattrone & Associates, Inc.

Engineers, Planners, & Development Consultants

4301 Veronica Shoemaker Blvd - Fort Myers, Florida 33916 - 239-936-5222

Certificate of Authorization Number: 9465

RAY AVE GAS STATION
TRIP DISTRIBUTION EXHIBIT
UNDETERMINED ACCESS, LEHIGH ACRES
LEE COUNTY, FLORIDA 33974

SHEET

T-02

02 OF 02



TRIP GENERATION ANALYSIS



Quattrone Associates Inc.

230704 - Ray Ave Gas Station

7/23/2024 11:46 AM

VEHICLE TRIPS

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
945 - Convenience Store/Gas Station - VFP (9-15) Data Source: Trip Generation Manual, 11th Ed	General Urban/Suburban	1000 Sq. Ft. GFA	2.22	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.	Average 56.52	63 50%	63 50%	126
945(1) - Convenience Store/Gas Station - VFP (9-15) Data Source: Trip Generation Manual, 11th Ed	General Urban/Suburban	1000 Sq. Ft. GFA	2.22	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average 54.52	61 50%	61 50%	122
945(2) - Convenience Store/Gas Station - VFP (9-15) Data Source: Trip Generation Manual, 11th Ed	General Urban/Suburban	1000 Sq. Ft. GFA	2.22	Weekday	Best Fit (LIN) $T = 560.88(X) + 548.79$	897 50%	897 50%	1794



TRIP GENERATION GRAPHS



Land Use: 945

Convenience Store/Gas Station

Description

A convenience store/gas station is a facility with a co-located convenience store and gas station. The convenience store sells grocery and other everyday items that a person may need or want as a matter of convenience. The gas station sells automotive fuels such as gasoline and diesel.

A convenience store/gas station is typically located along a major thoroughfare to optimize motorist convenience. Extended hours of operation (with many open 24 hours, 7 days a week) are common at these facilities.

The convenience store product mix typically includes pre-packaged grocery items, beverages, dairy products, snack foods, confectionary, tobacco products, over-the-counter drugs, and toiletries. A convenience store may sell alcohol, often limited to beer and wine. Coffee and pre-made sandwiches are also commonly sold at a convenience store. Made-to-order food orders are sometimes offered. Some stores offer limited seating.

The sites in this land use include both self-pump and attendant-pumped fueling positions and both pre-pay and post-pay operations.

Convenience store (Land Use 851), gasoline/service station (Land Use 944), and truck stop (Land Use 950) are related uses.

Land Use Subcategory

Multiple subcategories were added to this land use to allow for multi-variable evaluation of sites with single-variable data plots. All study sites are assigned to one of three subcategories, based on the number of vehicle fueling positions (VFP) at the site: between 2 and 8 VFP, between 9 and 15 VFP, and between 16 and 24 VFP. For each VFP range subcategory, data plots are presented with GFA as the independent variable for all time periods and trip types for which data are available. The use of both GFA and VFP (as the independent variable and land use subcategory, respectively) provides a significant improvement in the reliability of a trip generation estimate when compared to the single-variable data plots in prior editions of *Trip Generation Manual*.

Further, the study sites were also assigned to one of three other subcategories, based on the gross floor area (GFA) of the convenience store at the site: between 2,000 and 4,000 square feet, between 4,000 and 5,500 square feet, and between 5,500 and 10,000 square feet. For each GFA subcategory range, data plots are presented with VFP as the independent variable for all time periods and trip types for which data are available. The use of both VFP and GFA (as the independent variable and land use subcategory, respectively) provides a significant improvement in the reliability of a trip generation estimate when compared to the single-variable data plots in prior editions of *Trip Generation Manual*.

When analyzing the convenience store/gas station land use with each combination of GFA and VFP values as described above, the two sets of data plots will produce two estimates of site-generated trips. Both values can be considered when determining a site trip generation estimate.

Data plots are also provided for three additional independent variables: AM peak hour traffic on adjacent street, PM peak hour traffic on adjacent street, and employees. These independent variables are intended to be analyzed as single independent variables and do not have sub-categories associated with them. Within the data plots and within the ITETripGen web app, these plots are found under the land use subcategory “none.”

Additional Data

ITE recognizes there are existing convenience store/gas station sites throughout North America that are larger than the sites presented in the data plots. However, the ITE database does not include any site with more than 24 VFP or any site with gross floor area greater than 10,000 square feet. Submission of trip generation data for larger sites is encouraged.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Arkansas, California, Connecticut, Delaware, Florida, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Washington, and Wisconsin.

Source Numbers

221, 245, 274, 288, 300, 340, 350, 351, 352, 355, 359, 385, 440, 617, 718, 810, 813, 844, 850, 853, 864, 865, 867, 869, 882, 883, 888, 904, 926, 927, 936, 938, 954, 960, 962, 977, 1004, 1024, 1025, 1027, 1052

Convenience Store/Gas Station - VFP (9-15) (945)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

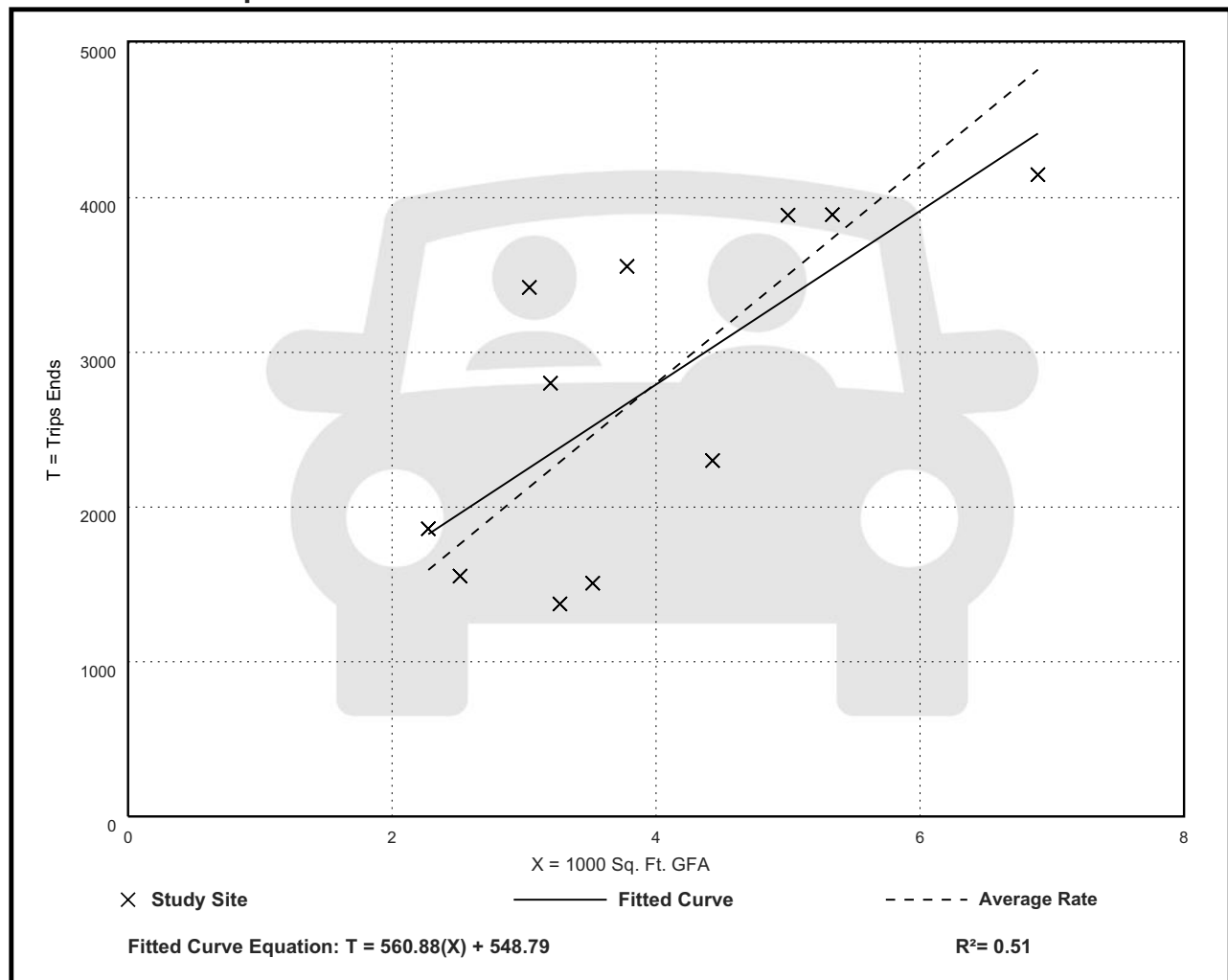
Avg. 1000 Sq. Ft. GFA: 4

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
700.43	419.93 - 1125.00	206.44

Data Plot and Equation



Convenience Store/Gas Station - VFP (9-15) (945)

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: 34

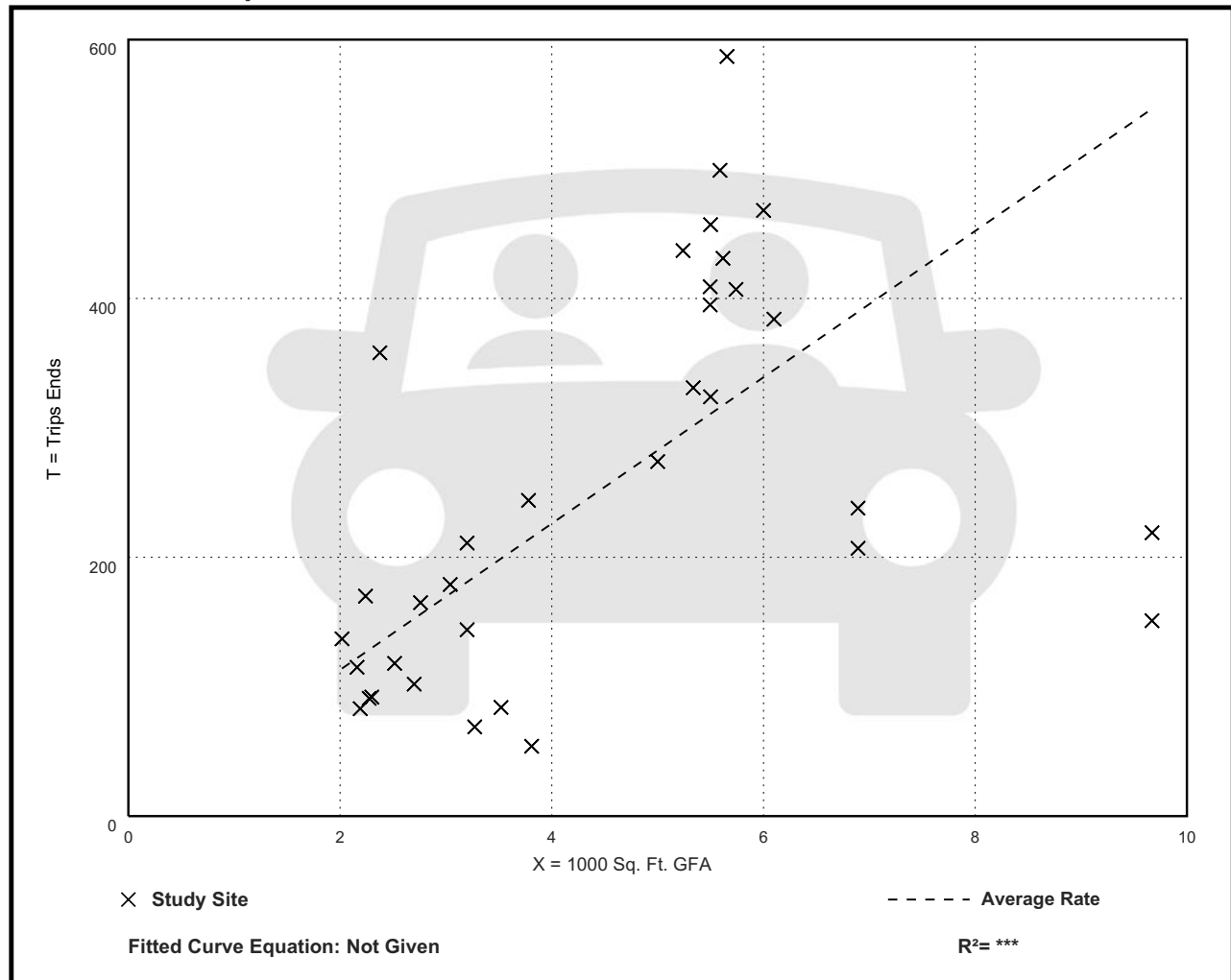
Avg. 1000 Sq. Ft. GFA: 4

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
56.52	14.17 - 150.67	27.56

Data Plot and Equation



Convenience Store/Gas Station - VFP (9-15) (945)

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: 39

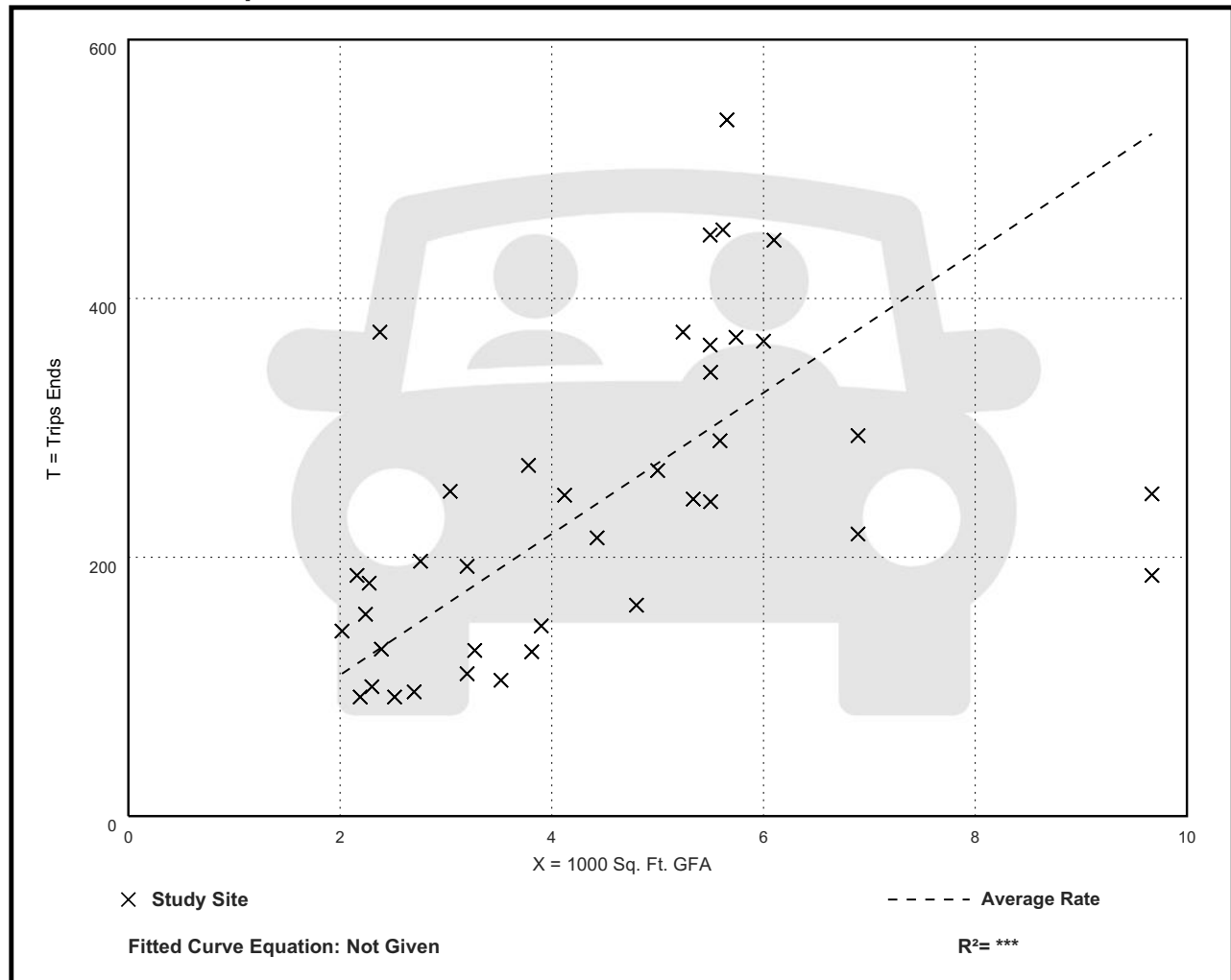
Avg. 1000 Sq. Ft. GFA: 4

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
54.52	19.23 - 157.41	23.69

Data Plot and Equation





TRAFFIC REPORT



FLORIDA DEPARTMENT OF TRANSPORTATION
2023 ANNUAL AVERAGE DAILY TRAFFIC REPORT - REPORT TYPE: ALL

COUNTY: 12 LEE

SITE =====	SITE TYPE =====	DESCRIPTION =====	DIRECTION 1 =====		DIRECTION 2 =====		AADT TWO-WAY =====	"K" FCTR =====	"D" FCTR =====	"T" FCTR =====
0149		IDLEWILD ST, E OF METRO PRKWAY	E	2500	W	1900	4400 C	9.0	53.8F	5.9A
0150		ISLAND PARK RD, S OF US 41	N	1000E	S	950E	1950 T	9.0	55.4F	4.2F
0151		JACARANDA BLVD, E OF EL DORADO BLVD N	E	150E	W	150E	300 T	9.0	53.5F	8.9F
0152		JAGUAR BLVD, E OF SR 82	E	1800	W	2000	3800 C	9.0	55.4F	13.6F
0153		LAKEWOOD BLVD, S OF HOLE IN ONE CIR	N	850E	S	750E	1600 S	9.0	55.4F	3.2P
0154		MEADOW RD, S OF HEDGWOOD ST	E	10	W	30	40 C	9.0	56.8F	5.9F
0155		MEADOW RD, E OF FLOYD AVE S	E	850	W	950	1800 C	9.0	56.8F	8.0A
0156		MEADOW RD, E OF RAY AVE S	E	550	W	550	1100 C	9.0	56.8F	4.2A
0157		MIDDLE GULF DR, S OF CASA YBEL RD	N	800E	S	800E	1600 S	9.0	55.4F	4.3P
0158		MILWAUKEE BLVD, E OF HOMESTEAD BLVD S	E	2700E	W	2400E	5100 S	9.0	55.4F	6.3P
0159		MOORE AVE, N OF SENTINELA BLVD	N	750	S	750	1500 C	9.0	55.4F	16.2A
0160		NEAL RD, S OF COW TRIAL LN	N	1500E	S	1600E	3100 S	9.5	55.4F	9.7P
0161		NEW POST RD, S OF SR 78/BAY SHORE RD	N	1800	S	1600	3400 C	9.0	55.4F	8.9F
0162		PENZANCE BLVD, W OF 6 MILE CYPRESS	E	1600E	W	1500E	3100 T	9.0	53.8F	5.6F
0163		PINE CHASE DR, N END OF PINE CHASE E OF THREE OA	N	900	S	1100	2000 C	9.0	53.8F	4.2F
0164		PITTSBURGH BLVD, W OF THREE OAKS PRKWAY	E	1100E	W	850E	1950 S	9.0	53.8F	5.0P

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED

"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011

AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST;
V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN

"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

11-MAR-2024 17:14:46

PAGE -07-

622UPD

1_12_CAADT.TXT

100th Hour Veh. per Hour = AADT * "K" Factor * "D" Factor**100th Hour V.P.H. = 1100 * 0.09 * 0.568****100th Hour V.P.H = 55.836****100th Hour V.P.H = 56**

c:\input5

Uninterrupted Flow Highways						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	130	420	850	1,210	1,640
2	Divided	1,060	1,810	2,560	3,240	3,590
3	Divided	1,600	2,720	3,840	4,860	5,380
Arterials						
Class I (40 mph or higher posted speed limit)						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	*	140	800	860	860
2	Divided	*	250	1,840	1,960	1,960
3	Divided	*	400	2,840	2,940	2,940
4	Divided	*	540	3,830	3,940	3,940
Class II (35 mph or slower posted speed limit)						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	*	*	330	710	780
2	Divided	*	*	710	1,590	1,660
3	Divided	*	*	1,150	2,450	2,500
4	Divided	*	*	1,580	3,310	3,340
Controlled Access Facilities						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	*	160	880	940	940
2	Divided	*	270	1,970	2,100	2,100
3	Divided	*	430	3,050	3,180	3,180
Collectors						
Level of Service						
Lane	Divided	A	B	C	D	E
1	Undivided	*	*	310	660	740
1	Divided	*	*	330	700	780
2	Undivided	*	*	730	1,440	1,520
2	Divided	*	*	770	1,510	1,600

Note: the service volumes for I-75 (freeway), bicycle mode, pedestrian mode, and bus mode should be from FDOT's most current version of LOS Handbook.

Sharon Hrabak

From: Paul Arnett <Paul.Arnett@fgua.com>
Sent: Friday, August 16, 2024 2:42 PM
To: Sharon Hrabak
Cc: Josh Eisenoff; Development Services
Subject: RE: Ray Avenue
Attachments: LeePa.pdf

EXTERNAL SENDER

Good afternoon Sharon,

I can confirm that there is a CIP project interconnecting the Gateway water system to the FGUA water system and that there will be a water main going down Ray Ave from Griffin Blvd. I was trying to do some research to see what side of the road it might be on but all I could find is an original plan that shows an HDPE water main being directional drilled from Griffin Dr, across SR 82, under a lane of traffic as it enters Ray Ave S, and going into the ROW after Meadow Rd. So until the As-Built comes out, or if somebody can verify where it actually traveled, I am not sure how "available" it will be. Of course everything is available depending on how much money is spent on bringing it to the site. But I do not want to say that it will be easily available until we know the path of the directional drill and how far it extends past the property in question and what type of material was used. Other than that, yes, a water main will be abutting this property in the ROW at some point.

Regards,

**Paul Arnett**

**Development Services Coordinator,
Florida Governmental Utility Authority**

 407-629-6900  407-885-1756  www.fgua.com/
 paul.arnett@fgua.com



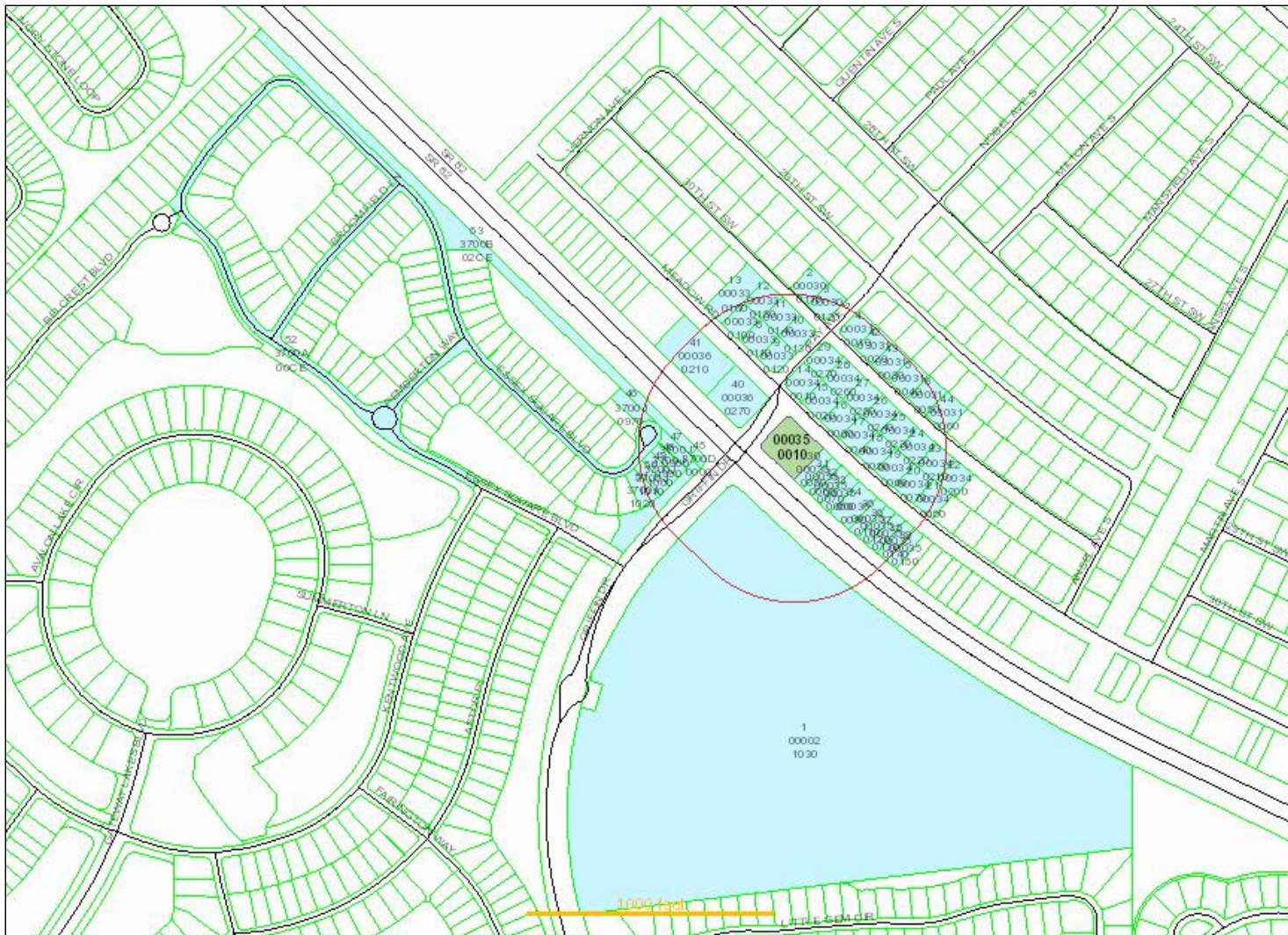
From: Sharon Hrabak <Sharon@qainc.net>
Sent: Thursday, August 15, 2024 10:19 AM
To: Paul Arnett <Paul.Arnett@fgua.com>
Cc: Josh Eisenoff <Josh@qainc.net>
Subject: Ray Avenue

Paul,

We are currently submitting to Lee County a Special Exception and Development order for a parcel located in the FGUA service area. Can you confirm that a CIP project is in the works to extend the water main from Griffin Blvd to Ray Ave S. and water will be available in the future to serve our site?

The site location is on the southeast corner of SR 82 and Ray Ave s. with a strap #05-45-26-03-00035.0010

Thank You
Sharon Hrabak
Quattrone & Associates, Inc
239-936-5222



Date of Report: August 14, 2024

Buffer Distance: feet

Parcels Affected: 53

Subject Parcel: **05-45-26-03-00035.0010**

[Click here to download the map image, mailing labels \(Avery 5161\) and CSV formatted information.](#)

To change, add or remove subject parcels please change the parcel selection in [GeoView](#)

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
LEE COUNTY DIST SCHOOL BOARD 2855 COLONIAL BLVD FORT MYERS FL 33966	05-45-26-00-00002.1030 13820 GRIFFIN DR FORT MYERS FL 33913	W 1/2 OF SEC 5 LYING S OF HWY 82 DESC IN OR 4044 PG 1205 LESS INSTRUMENT 2021000205613	1
AMERICAN DREAM HOMES GROUP LLC 10001 NW 50TH ST #W11 SUNRISE FL 33351	05-45-26-03-00030.0110 4856/4858 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 30 PB 15 PG 83 LOT 11	2
AMERICAN DREAM HOMES GROUP LLC 10001 NW 50TH ST #W11 SUNRISE FL 33351	05-45-26-03-00030.0120 4852/4854 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 30 PB 15 PG 83 LOT 12	3
AMERICAN DREAM HOME GROUP LLC 4111 NW 79TH AVE SUNRISE FL 33351	05-45-26-03-00031.0010 4848/4850 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 31 PB 15 PG 83 LOT 1	4

UNKNOWN HEIRS OF 3719 NW 1ST CT LAUDERHILL FL 33311	05-45-26-03-00031.0040 4836/4838 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 31 PB 15 PG 83 LOT 4	5
DIAZ NINOSKA J 5412 SW 132ND AVE MIRAMAR FL 33027	05-45-26-03-00031.0050 4832/4834 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 31 PB 15 PG 83 LOT 5	6
CASTOR QUALITY HOMES LLC 709 TROY AVE S LEHIGH ACRES FL 33974	05-45-26-03-00033.0100 547/549 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 33 PB 15 PG 83 LOT 10	7
LD PROPERTY RENTAL MANAGEMENT 5580 8TH ST W #10 LEHIGH ACRES FL 33971	05-45-26-03-00033.0110 551/553 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 33 PB 15 PG 83 LOT 11	8
SOPHIA 1220 LLC 15568 ALTON DR FORT MYERS FL 33908	05-45-26-03-00033.0120 555/557 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 33 PB 15 PG 83 LOT 12	9
MOLINAS RENOVATION LLC 8013 SILVER BIRCH WAY LEHIGH ACRES FL 33971	05-45-26-03-00033.0130 4853/4855 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 33 PB 15 PG 83 LOT 13	10
AMERICAN DREAM HOMES GROUP LLC 10001 NW 50TH ST #W11 SUNRISE FL 33351	05-45-26-03-00033.0140 4857/4859 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 33 PB 15 PG 83 LOT 14	11
CAJUSTE LINA HIVE L/E 4861 30TH ST SW LEHIGH ACRES FL 33973	05-45-26-03-00033.0150 4861/4863 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 33 PB 15 PG 83 LOT 15	12
JOKL CLARK H 11020 RIVER TRENT CT LEHIGH ACRES FL 33971	05-45-26-03-00033.0160 4865/4867 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 33 PB 15 PG 83 LOTS 9 & 16	13
HILL TREVON A + 1515 TACOMA POINT DR E LAKE TAPPS WA 98391	05-45-26-03-00034.0010 601/603 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 1	14
WHITCOMB ELLEN T + 13 GREAT MEADOW LN FAIRFIELD ME 04937	05-45-26-03-00034.0020 605/607 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 2	15
NESMITH EUGENE 53 VAN BUSKIRK RD APT 1A TEANECK NJ 07666	05-45-26-03-00034.0030 609/611 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK.34 PB 15 PG 83 LOT 3	16
THOMAS CYNTHIA E + 5028 TIMBER FALLS DR FORT MILL SC 29707	05-45-26-03-00034.0040 613/615 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 4	17
WILLIAMS GISELE + GISELE WILLIAMS 9049 KING RD W FORT MYERS FL 33967	05-45-26-03-00034.0050 617/619 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 5	18
GIL HECTOR R & GLADYS M 3910 SW 133RD AVE MIAMI FL 33175	05-45-26-03-00034.0060 621/623 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 6	19
PACIFICA SWFL LLC 1775 HANCOCK ST #200 SAN DIEGO CA 92110	05-45-26-03-00034.0070 625/627 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 7	20
CASTRO EDUARDO & 4215 30TH AVE SW NAPLES FL 34116	05-45-26-03-00034.0080 629/631 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 8	21
SALOVICH GEORGE 657 MEMORIAL DR NEW KENSINGTON PA 15068	05-45-26-03-00034.0200 4821/4823 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 20	22
HERRERO ANGEL 108 PEBBLE SHORES # 105	05-45-26-03-00034.0210 4825/4827 30TH ST SW	LEHIGH ESTATES UNITE 3 BLK 34 PB 15 PG 83	23

NAPLES FL 34110	LEHIGH ACRES FL 33973	LOT 21	
GIL HECTOR R & GLADYS M 3910 SW 133RD AVE MIAMI FL 33175	05-45-26-03-00034.0220 4829/4831 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 22	24
DIAZ FELIX + 5412 SW 132ND AVE MIRAMAR FL 33027	05-45-26-03-00034.0230 4833/4835 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 23	25
DROHOBYCKYJ PETER D + 3850 N KOSTNER CHICAGO IL 60641	05-45-26-03-00034.0240 4837/4839 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ACRES UNIT 3 BLK 34 PB 15 PG 83 LOT 24	26
GIL HECTOR R & GLADYS M 3910 SW 133RD AVE MIAMI FL 33175	05-45-26-03-00034.0250 4841/4843 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 25	27
HOSSAIN MOHAMMAD + 11195 NW 21ST PL CORAL SPRINGS FL 33071	05-45-26-03-00034.0260 4845/4847 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 26	28
MIDLAND TRUST COMPANY 2890 VIA PIAZZA LOOP FORT MYERS FL 33905	05-45-26-03-00034.0270 4849/4851 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 34 PB 15 PG 83 LOT 27	29
HANNAH DOUGLAS J TR 115 SEAGRAPE DR #101 JUPITER FL 33458	05-45-26-03-00035.0050 610 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 5	30
HANNAH JOANNE M TR 115 SEAGRAPE DR #101 JUPITER FL 33458	05-45-26-03-00035.0060 612 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 6	31
HANNAH DOUGLAS J TR 115 SEAGRAPE DR #101 JUPITER FL 33458	05-45-26-03-00035.0070 614 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 7	32
HANNAH JOANNE M TR 115 SEAGRAPE DR #101 JUPITER FL 33458	05-45-26-03-00035.0080 616 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 8	33
HANNAH DOUGLAS J TR 115 SEAGRAPE DR #101 JUPITER FL 33458	05-45-26-03-00035.0090 618 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOTS 9 + 10	34
DROPSHOT HOLDINGS LLC 9001 DANIELS PKWY #201 FORT MYERS FL 33912	05-45-26-03-00035.0110 622 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 11	35
DROPSHOT HOLDINGS LLC 9001 DANIELS PKWY #201 FORT MYERS FL 33912	05-45-26-03-00035.0120 624 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 12	36
DROPSHOT HOLDINGS LLC 9001 DANIELS PKWY #201 FORT MYERS FL 33912	05-45-26-03-00035.0130 626 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 13	37
DROPSHOT HOLDINGS LLC 9001 DANIELS PKWY #201 FORT MYERS FL 33912	05-45-26-03-00035.0140 628 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 14	38
DROPSHOT HOLDINGS LLC 9001 DANIELS PKWY #201 FORT MYERS FL 33912	05-45-26-03-00035.0150 630 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 35 PB 15 PG 83 LOT 15	39
GRATIA PROPERTIES MEADOW LLC 302 CIMARRON RD APPLE VALLEY MN 55124	05-45-26-03-00036.0270 554 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 36 PB 15 PG 83 LOTS 27 THRU 30	40
542 MEADOW LLC 7811 CHUBB RD NORTHVILLE MI 48168	05-45-26-L1-00036.0210 544 MEADOW RD LEHIGH ACRES FL 33973	LEHIGH ACRES UNIT 3 BLK 36 PB 15 PG 83 LOTS 21 THRU 26	41
DMR EXPERT CONSULTING INC 13892 PINE LODGE LN FORT MYERS FL 33913	05-45-26-L1-03031.0020 4844 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 31 PB 15 PG 83 LOT 2	42

DMR EXPERT CONSULTING INC 13892 PINE LODGE LN FORT MYERS FL 33913	05-45-26-L1-03031.0030 4840 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 31 PB 15 PG 83 LOT 3	43
DMR EXPERT CONSULTING INC 13892 PINE LODGE LN FORT MYERS FL 33913	05-45-26-L1-03031.0060 4828 30TH ST SW LEHIGH ACRES FL 33973	LEHIGH ESTATES UNIT 3 BLK 31 PB 15 PG 83 LOT 6	44
GATEWAY SERVICES CDD 11922 FAIRWAY LAKES DR STE 1 FORT MYERS FL 33913	05-45-26-L1-3700D.0000 HAMPTON PARK C/E FORT MYERS FL	HAMPTON PARK AT GATEWAY PHASE 7 AS DEC IN INST# 2015000210911 TRACT D	45
SCHENK MICHELLE R 10601 ESSEX SQUARE BLVD FORT MYERS FL 33913	05-45-26-L1-3700J.0970 10601 ESSEX SQUARE BLVD FORT MYERS FL 33913	HAMPTON PARK AT GATEWAY PHASE 7 BLK J AS DEC IN INST# 2015000210911 LOT 97	46
PFINGSTEN STEVEN B & 10600 ESSEX SQUARE BLVD FORT MYERS FL 33913	05-45-26-L1-3700J.0980 10600 ESSEX SQUARE BLVD FORT MYERS FL 33913	HAMPTON PARK AT GATEWAY PHASE 7 BLK J AS DEC IN INST# 2015000210911 LOT 98	47
AMARO JACK MICHAEL + 2621 W CORTEZ ST #2 CHICAGO IL 60622	05-45-26-L1-3700J.0990 10604 ESSEX SQUARE BLVD FORT MYERS FL 33913	HAMPTON PARK AT GATEWAY PHASE 7 BLK J AS DEC IN INST# 2015000210911 LOT 99	48
SCHNECK RYAN J & DEMETRI M 10608 ESSEX SQUARE BLVD FORT MYERS FL 33913	05-45-26-L1-3700J.1000 10608 ESSEX SQUARE BLVD FORT MYERS FL 33913	HAMPTON PARK AT GATEWAY PHASE 7 BLK J AS DEC IN INST# 2015000210911 LOT 100	49
KASSIN KENNETH & KATHLEEN TR 10610 ESSEX SQUARE BLVD FORT MYERS FL 33913	05-45-26-L1-3700J.1010 10610 ESSEX SQUARE BLVD FORT MYERS FL 33913	HAMPTON PARK AT GATEWAY PHASE 7 BLK J AS DEC IN INST# 2015000210911 LOT 101	50
BRIMBERRY DEBRA M & 10614 ESSEX SQUARE BLVD FORT MYERS FL 33913	05-45-26-L1-3700J.1020 10614 ESSEX SQUARE BLVD FORT MYERS FL 33913	HAMPTON PARK AT GATEWAY PHASE 7 BLK J AS DEC IN INST# 2015000210911 LOT 102	51
HAMPTON PARK MASTER ASSN INC CASTLE MANAGEMENT 12270 SW 3RD ST #200 PLANTATION FL 33325	06-45-26-L2-3700A.00CE RIGHT OF WAY FORT MYERS FL 33913	HAMPTON PARK AT GATEWAY PHASE 7 AS DEC IN INST# 2015000210911 TRACT A	52
HAMPTON PARK MASTER ASSN INC CASTLE MANAGEMENT 12270 SW 3RD ST #200 PLANTATION FL 33325	06-45-26-L2-3700B.02CE HAMPTON PARK C/E FORT MYERS FL 33913	HAMPTON PARK AT GATEWAY PHASE 7 AS DEC IN INST# 2015000210911 TRACT B2 LESS PORTION DESC IN #2018- 163030	53

LEE COUNTY DIST SCHOOL BOARD
2855 COLONIAL BLVD
FORT MYERS FL 33966

AMERICAN DREAM HOMES GROUP LLC
10001 NW 50TH ST #W11
SUNRISE FL 33351

AMERICAN DREAM HOMES GROUP LLC
10001 NW 50TH ST #W11
SUNRISE FL 33351

AMERICAN DREAM HOME GROUP LLC
4111 NW 79TH AVE
SUNRISE FL 33351

UNKNOWN HEIRS OF
3719 NW 1ST CT
LAUDERHILL FL 33311

DIAZ NINOSKA J
5412 SW 132ND AVE
MIRAMAR FL 33027

CASTOR QUALITY HOMES LLC
709 TROY AVE S
LEHIGH ACRES FL 33974

LD PROPERTY RENTAL MANAGEMENT
5580 8TH ST W #10
LEHIGH ACRES FL 33971

SOPHIA 1220 LLC
15568 ALTON DR
FORT MYERS FL 33908

MOLINAS RENOVATION LLC
8013 SILVER BIRCH WAY
LEHIGH ACRES FL 33971

AMERICAN DREAM HOMES GROUP LLC
10001 NW 50TH ST #W11
SUNRISE FL 33351

CAJUSTE LINA HIVE L/E
4861 30TH ST SW
LEHIGH ACRES FL 33973

JOKL CLARK H
11020 RIVER TRENT CT
LEHIGH ACRES FL 33971

HILL TREVON A +
1515 TACOMA POINT DR E
LAKE TAPPS WA 98391

WHITCOMB ELLEN T +
13 GREAT MEADOW LN
FAIRFIELD ME 04937

NESMITH EUGENE
53 VAN BUSKIRK RD APT 1A
TEANECK NJ 07666

THOMAS CYNTHIA E +
5028 TIMBER FALLS DR
FORT MILL SC 29707

WILLIAMS GISELE +
GISELE WILLIAMS
9049 KING RD W
FORT MYERS FL 33967

GIL HECTOR R & GLADYS M
3910 SW 133RD AVE
MIAMI FL 33175

PACIFICA SWFL LLC
1775 HANCOCK ST #200
SAN DIEGO CA 92110

CASTRO EDUARDO &
4215 30TH AVE SW
NAPLES FL 34116

SALOVICH GEORGE
657 MEMORIAL DR
NEW KENSINGTON PA 15068

HERRERO ANGEL
108 PEBBLE SHORES # 105
NAPLES FL 34110

GIL HECTOR R & GLADYS M
3910 SW 133RD AVE
MIAMI FL 33175

DIAZ FELIX +
5412 SW 132ND AVE
MIRAMAR FL 33027

DROHOBYCKYJ PETER D +
3850 N KOSTNER
CHICAGO IL 60641

GIL HECTOR R & GLADYS M
3910 SW 133RD AVE
MIAMI FL 33175

HOSSAIN MOHAMMAD +
11195 NW 21ST PL
CORAL SPRINGS FL 33071

MIDLAND TRUST COMPANY
2890 VIA PIAZZA LOOP
FORT MYERS FL 33905

HANNAH DOUGLAS J TR
115 SEAGRAPE DR #101
JUPITER FL 33458

HANNAH JOANNE M TR
115 SEAGRAPE DR #101
JUPITER FL 33458

HANNAH DOUGLAS J TR
115 SEAGRAPE DR #101
JUPITER FL 33458

HANNAH JOANNE M TR
115 SEAGRAPE DR #101
JUPITER FL 33458

HANNAH DOUGLAS J TR
115 SEAGRAPE DR #101
JUPITER FL 33458

DROPSHOT HOLDINGS LLC
9001 DANIELS PKWY #201
FORT MYERS FL 33912

DROPSHOT HOLDINGS LLC
9001 DANIELS PKWY #201
FORT MYERS FL 33912

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9001 DANIELS PKWY #201
FORT MYERS FL 33912

GRATIA PROPERTIES MEADOW LLC
302 CIMARRON RD
APPLE VALLEY MN 55124

542 MEADOW LLC
7811 CHUBB RD
NORTHVILLE MI 48168

DMR EXPERT CONSULTING INC
13892 PINE LODGE LN
FORT MYERS FL 33913

DMR EXPERT CONSULTING INC
13892 PINE LODGE LN
FORT MYERS FL 33913

DMR EXPERT CONSULTING INC
13892 PINE LODGE LN
FORT MYERS FL 33913

GATEWAY SERVICES CDD
11922 FAIRWAY LAKES DR STE 1
FORT MYERS FL 33913

SCHENK MICHELLE R
10601 ESSEX SQUARE BLVD
FORT MYERS FL 33913

PFINGSTEN STEVEN B &
10600 ESSEX SQUARE BLVD
FORT MYERS FL 33913

AMARO JACK MICHAEL +
2621 W CORTEZ ST #2
CHICAGO IL 60622

SCHNECK RYAN J & DEMETRI M
10608 ESSEX SQUARE BLVD
FORT MYERS FL 33913

KASSIN KENNETH & KATHLEEN TR
10610 ESSEX SQUARE BLVD
FORT MYERS FL 33913

BRIMBERRY DEBRA M &
10614 ESSEX SQUARE BLVD
FORT MYERS FL 33913

HAMPTON PARK MASTER ASSN INC
CASTLE MANAGEMENT
12270 SW 3RD ST #200
PLANTATION FL 33325

HAMPTON PARK MASTER ASSN INC
CASTLE MANAGEMENT
12270 SW 3RD ST #200
PLANTATION FL 33325