



APPLICATION FOR CONVENTIONAL REZONING PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: Stevens Metro Rezoning

Request: ☒ Rezoning from: CPD To: C-2
☐ Variance included? ☒ **NO** ☐ **YES**¹ for: _____
☐ Special Exception included? ☒ **NO** ☐ **YES**¹ for: _____
☐ Bonus Density included? ☒ **NO** ☐ **YES**² for: _____ Bonus Units

¹ If **YES**, submit applicable application and fee

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

PART 1 APPLICANT/AGENT INFORMATION

A. Name of Applicant: Quattrone and Associates, LLC
Address: 4301 Veronica Shoemaker Blvd
City, State, Zip: Fort Myers, FL 33916
Phone Number: 239-936-5222 **E-mail:** Permits@qainc.net

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: Sharon Hrabak
Address: 4301 Veronica Shoemaker Blvd
City, State, Zip: Fort Myers, FL 33912
Phone Number: 239-936-5222 **Email:** sharon@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: Mark Stevens
Address: 14541 Hope Center Loop, Suite 200
City, State, Zip: Fort Myers, FL 33912
Phone Number: 239-936-9006 **Email:** marks@stevensbuilds.com

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

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

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

☒ Property owners map. [34-202(a)(8)]

1. Title certification document, no greater than 90 days old. **[34-202(a)(7)]**
2. Date property was acquired by present owner(s): May 18, 2023

30-45-25-00-00008.0030

☒ Legal description (metes and bounds) (8½"x11") and sealed sketch of the legal description.

☐ 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.)

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

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

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

☒ Provide a list of all Zoning Resolutions and Zoning Approvals applicable to the subject property. **[34-202(b)]**

1. Current uses of property are: Vacant

2. Intended uses of property are: Commercial/Residential

Intensive Development	5.83	Acres	<u>100</u>	% of Total
		Acres		% of Total
		Acres		% of Total

1.	Width (average if irregular parcel):	<u>±660</u>	Feet	
2.	Depth (average if irregular parcel):	<u>±386</u>	Feet	
3.	Total area:	<u>± 5.83</u>	Acres or square feet	
4.	Frontage on road or street:	<u>±660</u>	Feet on	<u>Metro pkwy</u> Street
	2 nd Frontage on road or street:	<u>±230</u>	Feet on	<u>Krypt0n Lane</u> Street

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

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

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

PART 4 ACTION REQUESTED

- A. Reason(s) for Request:** Provide a statement explaining the nature of the request and how the property qualifies for the rezoning and, if applicable, bonus density. This statement should explain how the request meets the applicable findings/review criteria set forth in LDC section 34-145(d)(4) and, if applicable, LDC Section 2-146(b). This statement may be utilized by the Board of County Commissioners, Hearing Examiner and staff in establishing a factual basis for the granting or denial of the rezoning. [34-202(b)(3)]

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. 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)]
- C. 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 11.0 NAVD (MSL)(ZONE AE BFE 10.0)
- D. 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).
- E. Mobile Home Park:** [34-202(b)(4)]
- ☒ Not Applicable
 - ☐ Request includes rezoning of a Mobile Home Park. Provide facts related to the relocation of dislocated owners that meets the requirements of F.S. § 723.083 (1995).

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

- ☒ Not Applicable
☐ Property is located within _____ Airport Noise Zone: **[34-1104]**
☐ Property is located within Airport Runway Protection Zone. Indicate which Zone below. **[34-1105]**
☐ Property is located within Airport Residential and Educational Protection Zone: **[34-1106]**
☐ Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1107]**
☐ A Tall Structures Permit is required. **[34-1108]**

PART 6 SUBMITTAL REQUIREMENT CHECKLIST	
<i>Two copies required for submittal</i> <i>Clearly label your attachments as noted in bold below</i>	
☒	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)(5)]
☒	Legal description (metes and bounds) and sealed sketch of legal description
	OR
☐	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
☒	Boundary Survey (not required if platted lot) [34-202(a)(6)]
☐	Property Owners list (if applicable) [34-202(a)(8)]
☐	Property Owners map (if applicable) [34-202(a)(8)]
☒	Confirmation of Ownership/Title Certification [34-202(a)(7)]
☒	STRAP Numbers (if additional sheet is required) [34-203(a)(5)]
☒	List of Surrounding Property Owners [34-202(a)(9)]
☒	Map of Surrounding Property Owners [34-202(a)(9)]
☒	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)]
☒	Reason(s) for Request [34-202(b)(3)]
☒	Potable Water & Sanitary Sewer. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(a)(10)]
☐	Agricultural Use Affidavit (if applicable) [34-202(a)(12)]
☐	Information Regarding Proposed Blasting (if applicable)
☐	Mobile Home Dislocated Owners Information (if applicable) [34-202(b)(4)]
☐	Tall Structures Permit (if applicable) [34-1108]

ADDITIONAL AGENTS

Company Name:	K.E. Trask Land Surveyors		
Contact Person:	Ken Trask		
Address:	12345 Blasingim Road		
City, State, Zip:	Fort Myers, FL 33966		
Phone Number:	239-980-1495	Email:	ken@ketrask.com

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

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

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

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

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

**DISCLOSURE OF INTEREST
AFFIDAVIT**

BEFORE ME this day appeared Mark A. Stevens, 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 14590 Metro Parkway and is the subject of an Application for zoning action (hereinafter the "Property").

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

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

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

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

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

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

Name and Address	Percentage of Ownership

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



 Property Owner

Mark A. Stevens

 Print Name

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

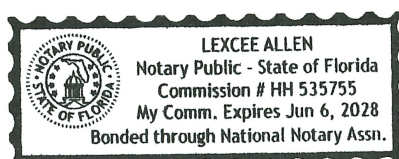
STATE OF FLORIDA
 COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on 10-23-24 (date) by Mark Stevens (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL



 Signature of Notary Public



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, Mark A. Stevens (name), as Manager (owner/title) of 14590 Metro, 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.

[Signature]
Signature

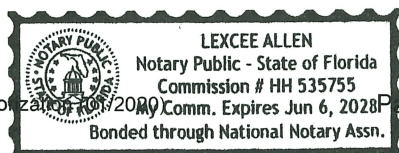
10/23/24
Date

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

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of October, 2024, by Mark Stevens (name of person providing oath or affirmation), who is personally known to me or who has produced (type of identification) as identification.

STAMP/SEAL



[Signature]
Signature of Notary Public

REQUEST STATEMENT

Stevens Metro Rezoning
Conventional Rezoning
±5.83 AC.
STRAP # 30-45-25-00-00008.0030
14590 Metro Pkwy, Fort Myers, FL.

REQUEST

The applicant, Mark A. Stevens, as Owner, is requesting approval for a Conventional Rezoning for a ±5.83 acres site from Commercial Planned Development (CPD) to Commercial District (C-2). The C-2 zoning district is requested to allow commercial use as well as residential.

PROPERTY OVERVIEW AND HISTORY

The parcel is located on the west side of Metro Parkway (State maintained, arterial road), and ± 680 feet north of Ben C. Pratt-Six Mile Cypress (State maintained, arterial road). The property is in Section 30, Township 45 South, Range 25 East in Lee County Florida, Lee County, Florida at 14590 Metro Parkway, Fort Myers. The property is currently vacant.

On October 10, 1990, the Lee County Board of County Commission adopted Resolution No. Z-90-077 (90-8-14-DCI-2) to rezone the +/- 6.45-acre project from IL to CPD to allow up to 112,838 SF of mixed-use commercial uses.





LAND USE AND ZONING

The subject property is within the Intensive Development Future Land category use and Mixed-Use Overlay (Map I-C) within South Fort Myers Planning Community.

Table 1: Inventory of Surrounding Lands

	FUTURE LAND USE	OVERLAY	ZONING	EXISTING LAND USES
NORTH	Intensive Development	Mixed-Use	CPD	Medical Uses
SOUTH	Intensive Development	Mixed-Use	CPD	Vacant Lot
EAST	Intensive Development	Mixed-Use	ROW/MPD	Office/Medical Building
WEST	Public Facilities		AG-2	Tern Mile Canal

The requested zoning and permitted uses in the district are compatible with surrounding land uses either existing or zoned and consistent with the character and intended development patterns of the area. The property to the north is Krypton Ln., then medical offices. The property to the east is Metro Pkwy., then office building to include Raymond James, Associates, Stevens Construction and Radiology Regional. To the South is vacant. Finally, to the west is the Ten Mile Canal.

LEE PLAN COMPLIANCE

The Lee Plan has designated the property as Intensive Development future land use and the property is within the mixed-use overlay. The adjacent neighboring properties share this land use designation. The requested C-2 rezoning is appropriate within the Mixed-Use Overlay, is consistent with the Lee Plan and will comply with the Land Development Code in the following manner:

POLICY 1.1.2: The Intensive Development future land use category is located along major arterial roads. By virtue of their location, the County's current development patterns, and the available and potential levels of public services, areas with this designation are suited to accommodate high densities and intensities. Mixed use developments of high-density residential, commercial, limited light industrial, and office uses are encouraged to be developed as described in Objective 11.1, where appropriate. The standard density range is from eight dwelling units per acre (8 du/acre) to fourteen dwelling units per acre (14 du/acre), with a maximum total density of twenty-two dwelling units per acre (22 du/acre). The maximum total density may be increased to thirty dwelling units per acre (30 du/acre) utilizing Greater Pine Island Transfer of Development Units. (Ord. No. 94- 30, 09-06, 10-10, 16-07, 21-09)

The property is located in the Intensive Development Future Land Use Category (FLUC). The project is also within the mixed-use overlay which encourages rezoning to conventional districts. The property presently is vacant. Although the C2 zoning has a variety of uses, the primary intended use will be a multi-use buildings to include office medical and Hotel. The project has infrastructure available to accommodate the C-2



zoning including road network and public safety services. The project is consistent with 1.1.2.

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:*

The property is located within District 15, South Fort Myers. The district has allocated 2012 acres of Commercial land and 566 acres of Industrial land. (See Ordinance 23-27/CPA2023-00001: Lee Plan 2045 Update, Table 1(b) 2045 Allocation). The proposed ±5.83-acre Commercial Planned Development rezoning is consistent with Policy 1.6.5, as the site is already within a commercial zoning category.

GOAL 2: GROWTH MANAGEMENT. *To provide for an economically feasible plan which coordinates the location and timing of new development with the provision of infrastructure by government agencies, private utilities, and other sources.*

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. (Ordinance No. 94-30, 00-22)*

Rezoning the subject parcel to C-2 will promote contiguous and compact growth in the South Fort Myers Planning Community. The properties at Metro Parkway and Krypton Ln, locations make it suitable for commercial uses that do not by-pass tracts of land to support development. The project remains 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 Section 163.3164(7), F.S.) will be granted only when consistent with the provisions of Sections 163.3202(2)(g) and 163.3180, F.S. and the concurrency requirements in the Land Development Code. (Ordinance No.94-30, 00-22, 17-19)*

POLICY 2.2.1: *Rezoning and DRI proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare. (Ordinance No. 94-30, 00-22)*

Fire protection and emergency responses will be provided by South Trail Fire Station, located at 5531 Halifax Ave. The Police protection will be provided by Lee County Sheriff Department station located at 14750 Six Mile Cypress Parkway. The property is located within the LCU service area which has water and sewer available to the site. The site has frontage on Metro Parkway, a State Maintained, arterial road networks,



Six Mile Cypress, has of 2022 LOS C based on 1,186 trips at a 6-lane divided capacity of 2, 814. The project is consistent with Policy 2.2. and 2.2.1

POLICY 2.2.3: *When an area within the county is approaching the capacity of the necessary facilities as described above, requested rezoning's to increase densities and intensities may be deferred or denied giving preference to existing vacant lots and other valid development approvals, provided that a constitutionally mandated reasonable use of land would still be permitted.*

The property lies within the South Fort Myers Planning Community and is in compliance with the Lee Plan Acreage Allocation Table. By virtue of location of these parcels along an Arterial roadway in Fort Myers, the Counties development patterns and availability of potential level of public services, this area is well suited to accommodate an increase of density and intensity. The project remains consistent with Policy 2.2.3.

GOAL 4: GENERAL DEVELOPMENT STANDARDS. *Pursue or maintain land development regulations which protect the public health, safety and welfare, encourage creative site designs and balance development with service availability and protection of natural resources. (Ordinance No. 94-30, 07-15, 17-13)*

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. (Ordinance No. 17-13)*

STANDARD 4.1.1: WATER.

1. 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 (or a "community" water system as that is defined by Fla. Admin. Code R. 62-550)

STANDARD 4.1.2: SEWER.

1. 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

The subject property is within the Lee County Utilities water franchise area for Potable water and Sewer. The developer will undertake any improvements that may be required to connect the project to these existing services. The project is consistent with Objective 4.1, Standard 4.1.1, and Standard 4.1.2.

STANDARD 4.1.4: ENVIRONMENTAL FACTORS.

In any case where there exists or there is the probability of environmentally sensitive areas (as identified by Lee County, the Corps of Engineers, Department of Environmental Protection, South Florida Water Management District, or other applicable regulatory agency), the developer/applicant must prepare an environmental assessment that examines the existing conditions, addresses existing or anticipated environmental problems, and proposes means and mechanisms to protect, conserve, or preserve the environmental and natural resources.



The subject parcel has been previously cleared and developed. The project is consistent with Policy 4.1.4.

GOAL 5: RESIDENTIAL LAND USES *To accommodate the projected population of Lee County in the year 2045 in appropriate locations, guided by the Future Land Use Map, and in attractive and safe neighborhoods with a variety of price ranges and housing types. (Ord. No. 94-30, 07-12, 21-09)*

The request promotes development whose range is able to complement the surrounding land uses and has potential to appropriately balance a mix of residential and commercial uses. The potential of a neighborhood commercial development would provide services to the local residential community.

OBJECTIVE 5.1: *All development approvals for residential, commercial, and industrial land uses must be consistent with the following policies, the general standards under Goal 4, and other provisions of this plan. (Ord. No. 94-30, 00-22)*

POLICY 5.1.1: *Residential developments requiring rezoning and meeting Development of County Impact (DCI) thresholds must be developed as planned developments except if located within the Mixed-Use Overlay. (Ord. No. 00-22, 21-09)*

The requested rezoning from CPD to C2 will support and encourage a variety of uses to include multi-family residential and provide for safe neighborhoods while allowing a variety of price ranges and housing types in the area. C-2 is consistent allowing higher density within the Intensive Development category. The requested rezoning is consistent with Goal 5 and Policy 5.1.1

GOAL 6: COMMERCIAL LAND USES. *To permit orderly and well-planned commercial development at appropriate locations within the county. (Ordinance No. 94-30)*

OBJECTIVE 6.1: *Development approvals for commercial land uses must be consistent with the following policies, the general standards under Goal 4 and other provisions of this plan. (Ordinance No. 94-30, 11-18)*

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

a. Traffic and access impacts (rezoning and development orders)

The project does not generate unanticipated and unacceptable traffic. All roads will continue to have adequate level of service.

c. Screening and buffering (planned development rezoning and development orders);

The proposed rezoning to C2 will not be requesting any change to the already approved buffer requirements in the Land Development Code

d. Availability and adequacy of services and facilities (rezoning and development orders);

The proposed rezoning has availability from Lee County Utilities.

e. Impact on adjacent land uses and surrounding neighborhoods (rezoning);



The proposed amendment is compatible with uses. The rezoning will not create any negative impacts on surrounding uses.

f. Proximity to other similar centers (rezoning); and

The proposed rezoning is compatible with adjacent uses.

g. Environmental considerations (rezoning and development orders).

The proposed rezoning does not request any changes to the environmental conditions contained within Land Development Code

POLICY 6.1.3: Commercial developments requiring rezoning and meeting DCI thresholds, must be rezoned to a Planned Development except if located within the Mixed Use Overlay. The Planned Development must be designed to arrange uses in an integrated and cohesive unit in order to: provide visual harmony and screening; reduce dependence on the automobile; promote pedestrian movement within the development; utilize joint parking, access and loading facilities; avoid negative impacts on surrounding land uses and traffic circulation; protect natural resources; and, provide necessary services and facilities where they are inadequate to serve the proposed use. (Ord. No. 94-30, 00-22, 21-09, 23-08)

RESPONSE: The requested C2 rezoning is compatible with other commercially zoned properties found to adjacent properties. The property is within the Mixed-Use Overlay. See the discussion of urban services in Policy 2.2 and Objective 4.1. The project is consistent with 6.1.3.

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 subject property is in an area where capacity exists on adjacent roadway network. The rezoning from CPD to C-2 does not create unanticipated Metro Pkwy traffic circulation because the underlying land use remains the same and, that the properties small size reduces noticeable traffic impacts. 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)

The proposed future development will provide adequate open space and buffering as required by the Land Development Code (LDC) at the time of Development Order. The project is consistent with 6.1.6.

POLICY 6.1.7: Prohibit commercial developments from locating in such a way as to open new areas to premature, scattered, or strip development; but permit commercial development to infill on small parcels in areas where existing commercial development would make a residential use clearly unreasonable

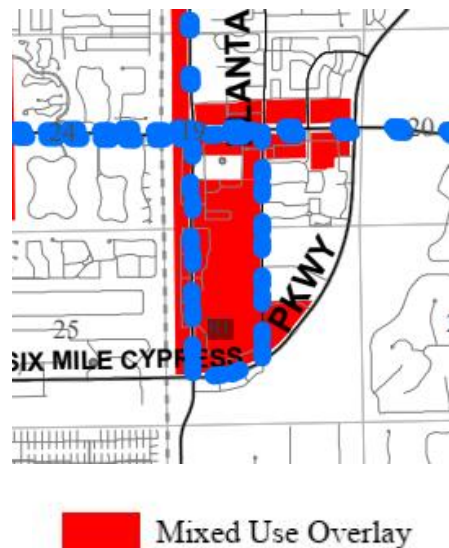
The subject parcel is designated in the Mix-Use Overlay activity that supports future developments Hotel, retail, office etc. The request remains consistent with 6.1.7



OBJECTIVE 11.2: MIXED USE OVERLAY. The County will maintain an Overlay in the future land use map series identifying locations appropriate for mixed use located in proximity to public transit routes; education facilities; recreation opportunities; and, existing residential, shopping and employment centers. Mixed Use, Traditional Neighborhood, and Transit Oriented development patterns are encouraged and preferred within the Mixed-Use Overlay. (Ord. No. 07-15, 17-13)

POLICY 11.2.4: Use of conventional zoning districts will be encouraged within the Mixed-Use Overlay in order to promote continued redevelopment. (Ord. No. 17-13)

Lee County Land Development Code Section 34-841 was amended to allow properties to be rezoned to conventional districts such as the C-2 zoning district if located in the mixed-use overlay as identified on Lee Plan Map 1, Page 6. As shown in the Map below, the parcel is located in the mixed-use overlay. The request to rezone the subject parcels is consistent with Policy 11.2.4 and LDC 34-841



POLICY 11.2.5: Lee County will maintain land development regulations for properties within the Mixed-Use Overlay that allow for urban forms of development and a variety of uses. (Ord. No. 17-13)

The overlay identifies locations appropriate for mixed use development. The subject parcel has approximately ± 660 of frontage along Metro Parkway. (State Maintained, arterial roadway) and ± 386 of frontage along Krypton Lane (a county maintained local road). Rezoning the subject property from CPD to C-2 Conventionally Rezone is encouraged with the Mixed-Use Overlay to promote development. Approval of the rezoning will expand the variety of uses allowed on the site and provide consistent uses for the parcel. The project remains consistent with Policy 11.2.5.



LEE PLAN/LDC CONSISTENCY SUMMARY ACCORDING TO LDC 34-145(d)4
REZONING CONSIDERATIONS

For rezoning to conventional districts, the applicant must prove entitlement based on the following criteria:

a) Complies with the Lee Plan

RESPONSE: As stated in the prior narratives the request is consistent with the goals, objectives, policies, and the intent of the Lee Plan.

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

RESPONSE: The request is for conventional zoning that does not allow for deviations from the LDC therefore requiring the future development of the site to meet the code and other applicable regulations. Moreover, the rezoning eliminates a legacy zoning district bringing the entitlement into a modern commercial district (C-2), creating a site that is in greater compliance with the LDC such as property development regulations and the permitted uses.

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

RESPONSE: The proposed rezoning is compatible with surrounding land uses. The ±5.83-acre site can adequately accommodate the proposed structure, open space, pedestrian ways, buffers, parking, access, utilities and storm water management. As detailed above, the proposed use is in close proximity planned commercial uses to the north and east.

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

RESPONSE: The proposed C-2 has access to Metro Parkway, a 6-lane divided State Maintained, arterial road networks via Krypton Lane., a 2-lane un-divided county maintained local road. The proposed development will not go through predominantly residential areas. Additionally, it has access to sidewalks and regional shared use paths along Metro Parkway.

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

RESPONSE: The expected impact on transportation facilities will be addressed by existing County regulations and provide sufficient access to support the proposed development intensity. As stated above the access Metro Parkway., a 6-lane divided state maintained arterial with a LOS of "C" roadway allows for the capacity for the development.

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

RESPONSE: Rezoning of the subject property will not adversely affect environmentally critical or sensitive areas and natural resources.



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

The subject property has access to Metro Parkway (State Maintained arterial roadway) via Krypton Lane (a county maintained local road). South Trail Fire District, located at 5531 Halifax Ave. The Lee County Sheriff Department, located at 14750 Six Mile Cypress Parkway. Lee Trans bus route 80 serves this area and two bus stop 10131 located across from the parcel with an existing sidewalk along the Metro Parkway. The requested rezoning of C-2 is consistent with Policy 2.2.1.

CONCLUSION

The proposed rezoning from CPD to C-2 zoning districts to allow for the subject parcel to serve the neighborhood commercial center to serve nearby residents. The applicant's analysis submits that the request is consistent with the Lee County Comprehensive Plan Goals, Objectives, Policies and Standards, is compatible with existing or planned uses in the surrounding area; has sufficient access to a major arterial and local road to support the commercial development; must comply with the LDC and therefore will not adversely affect environmentally critical or sensitive areas and natural resources; and is served by adequate urban services.

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 Mark A. Stevens (the "Affiant" herein), who deposes and states as follows:

1. That Affiant is the current owner of the real property located at 14590 Metro Parkway, Fort Myers, Lee County, Florida, also identified by the Lee County Property Appraiser as Strap Number 30-45-25-00008.0030, which property is more particularly described in the following instrument:

The Warranty Deed of 805 Del Prado Building, LLP (a Florida limited liability partnership, to 14590 Metro, LLC, a Florida limited liability company, dated May 18, 2023, and recorded in the Public Records of Lee County, Florida, on May 18, 2023, in Instrument Number 2023000178194 (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 OXFL-09226105, issued on or about May 18, 2023 ("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 rezoning application, 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.]

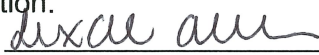
Affiant further states that he is familiar with the nature of an oath, and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature.

Executed this 23 day of October, 2024.

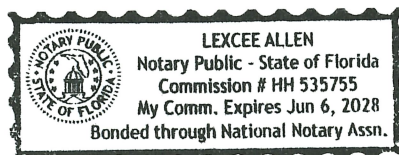

 Mark A. Stevens
 Affiant

STATE OF FL
 COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization on this 23 day of 10, 2024, by Mark Stevens who is personally known to me or who has produced _____ as identification.


 Notary Public

[stamp or seal]



K.E. TRASK, P.A.**LAND SURVEYORS**

A PARCEL LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA.

(14590 METRO PARKWAY)

(AS PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY POLICY #FILE NO. 12202-20, DATED 05/18/2023 AT 3:18 PM)

A PARCEL OF LAND IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 30: THENCE S.88°55'23"W., 1965.10 FEET ALONG NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, TO THE OLD WESTERLY RIGHT OF WAY LINE OF METROPOLITAN PARKWAY SOUTH (METRO PARKWAY) (100 FEET RIGHT OF WAY): THENCE S.00°38'34"E., ALONG SAID OLD RIGHT OF WAY FOR 25.00 FEET: THENCE S.88°55'23"W. FOR 30.00 FEET TO THE POINT OF BEGINNING AND NEW WESTERLY RIGHT OF WAY OF METROPOLITAN PARKWAY SOUTH (METRO PARKWAY) AS RECORDED IN ORDER OF TAKING (O.R. 3936, PAGE 997: THENCE S.00°38'34"E ALONG SAID NEW WEST RIGHT OF WAY FOR 309.88 FEET, THENCE S.02°13'11"W. FOR 100.12; THENCE S.00°38'34"E. FOR 200.00 FEET, THENCE S.07°53'17"W. FOR 26.24 FEET; THENCE S.88°57'08"W. LEAVING SAID RIGHT OF WAY FOR 386.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD, AS RECORDED IN DEED BOOK 71, PAGE 327, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA: THENCE N.00°40'41"W, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 660.56 FEET, TO A POINT ON THE AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4; THENCE N.88°55'23"E., 165.51 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF 2 AS RECORDED IN O.R. 2597, PAGE 3760 OF OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA: THENCE S.00°38'34"E. ALONG THE WEST LINE OF SAID PARCEL FOR 25 FEET: THENCE N.88°55'23"E. ALONG THE SOUTH LINE OF SAID PARCEL ALSO BEING THE SOUTH RIGHT OF WAY OF KRYPTON LANE FOR 230.00 FEET TO THE POINT OF BEGINNING.

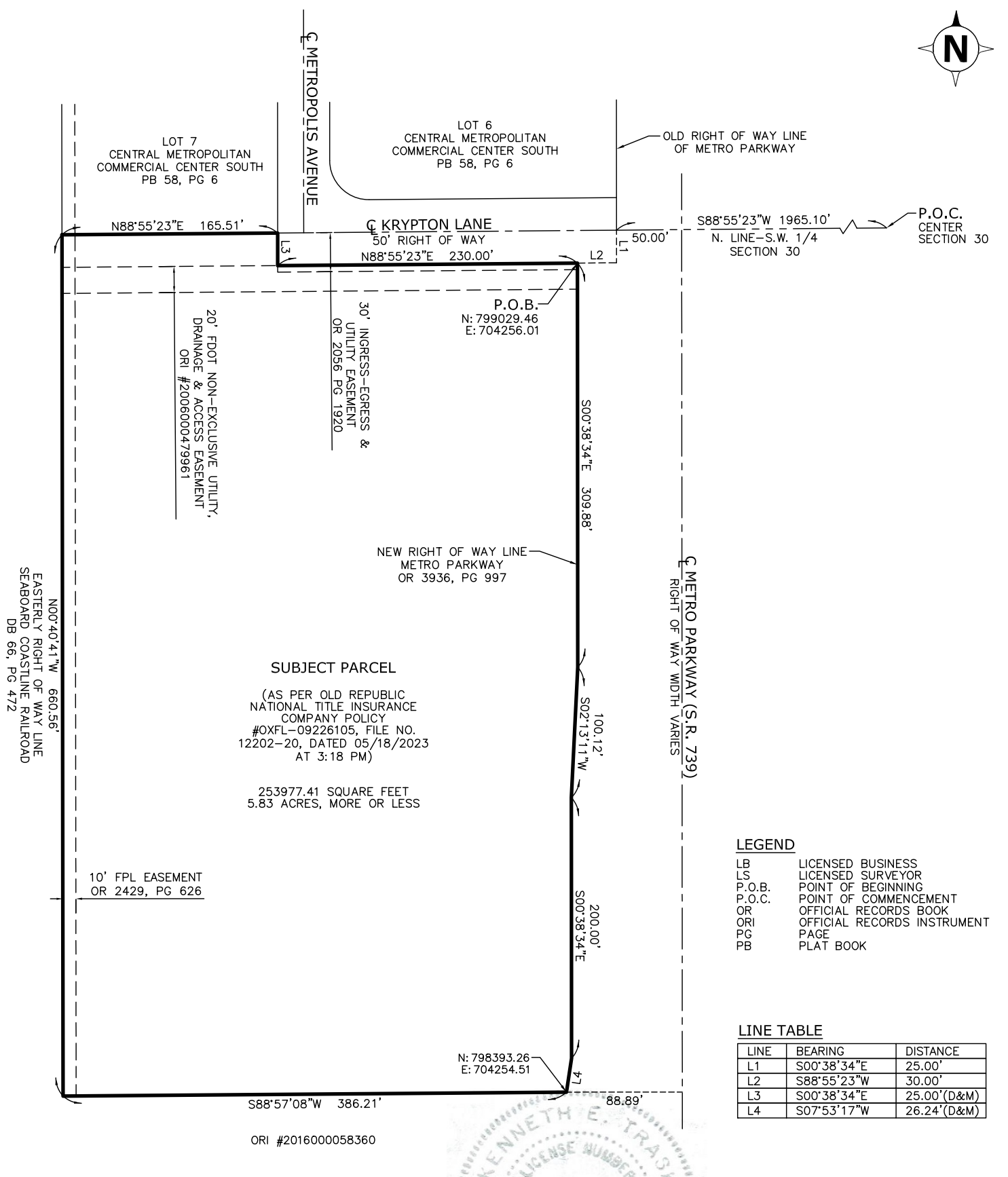
K.E. TRASK, P.A.
FLORIDA LICENSED BUSINESS LB8450

Kenneth E. Trask
PLS4684 State of Florida

Digitally signed by Kenneth E.
Trask PLS4684 State of Florida
Date: 2024.05.09 13:09:36 -04'00'

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE LS4684

MAY 3, 2024



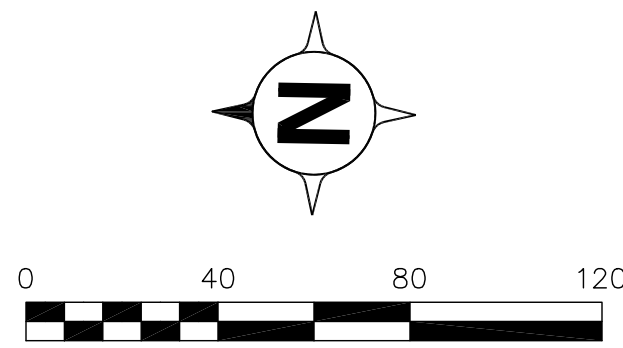
**SKETCH TO ACCOMPANY
DESCRIPTION**
OF A PARCEL LYING IN
SECTION 30, TOWNSHIP 45 SOUTH,
RANGE 25 EAST,
LEE COUNTY, FLORIDA.

THIS IS NOT A BOUNDARY SURVEY

Kenneth E. Trask
PLS4684 State of Florida
Digitally signed by Kenneth E. Trask PLS4684 State of Florida
Date: 2024.05.09 13:10:00 -0400

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS4684

K.E. Trask, P.A.
Land Surveyors
Florida Licensed Business No. LB8450
12345 Blasingim Road
Fort Myers, Florida 33966
(239) 980-1495

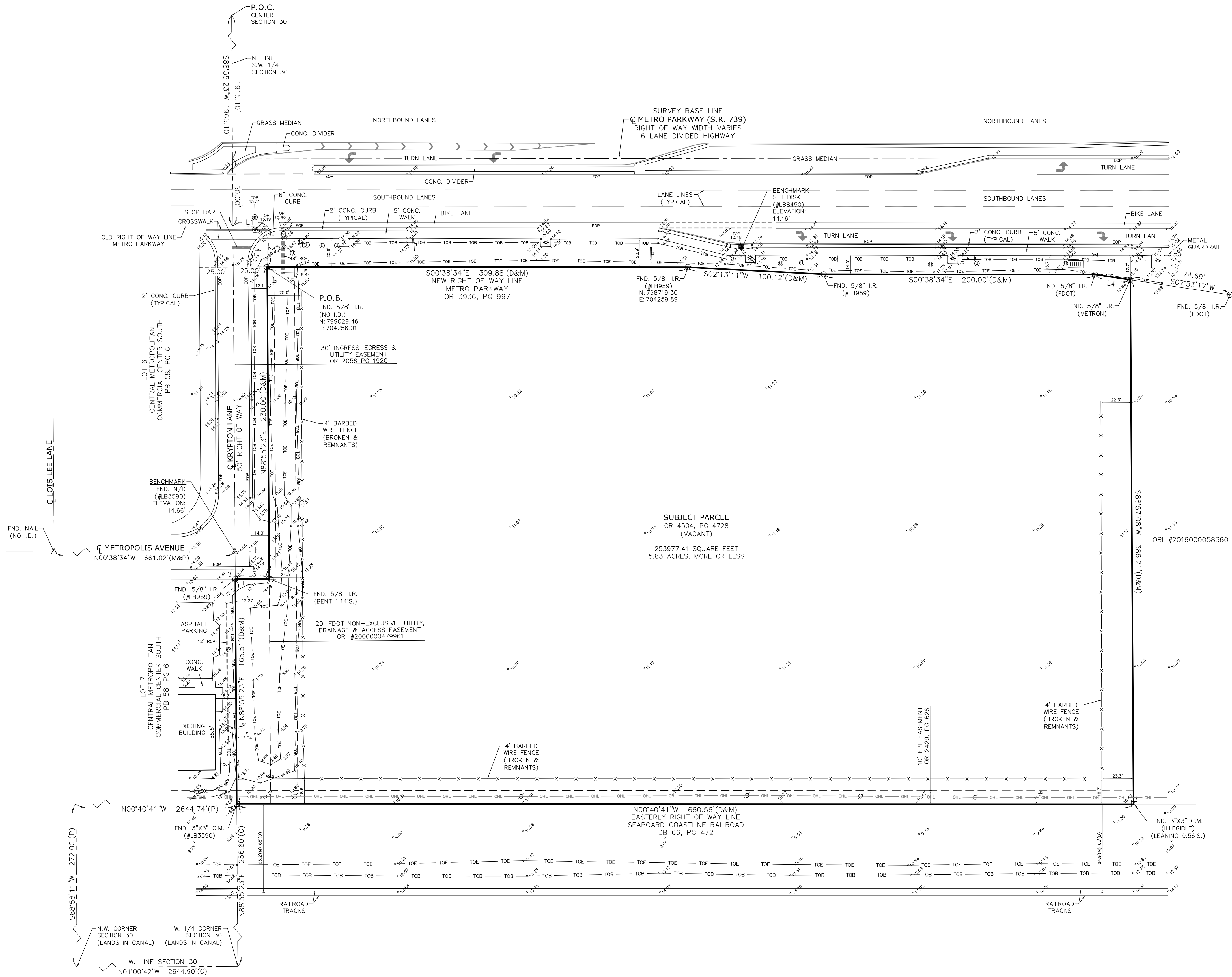


SURVEY PLAT

OF A PARCEL LYING IN
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA.

LEGEND

- BENCHMARK
- SET NAIL & DISK, #B8450
- FOUND NAIL & DISK, AS NOTED
- FOUND 5/8" IRON ROD, AS NOTED
- FOUND CONCRETE MONUMENT, AS NOTED
- WATER GATE VALVE
- TRAFFIC CONTROL SIGN
- CATCH BASIN
- WOOD POWER POLE
- TELEPHONE PEDESTAL
- UNDERGROUND MARKER
- LIGHT POLE
- PULL BOX
- LICENSED SURVEYOR
- L.B. LICENSED BUSINESS
- PLS. PROFESSIONAL LAND SURVEYOR
- FND. FOUND
- EOP. EDGE OF PAVEMENT
- FND. IRON ROD
- N/D. NAIL & DISK
- C.M. CONCRETE MONUMENT
- I.D. IDENTIFICATION
- (M) AS MEASURED
- (D) AS PER DEED
- (P) AS PER RECORD PLAT
- (C) CALCULATED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ORI. OFFICIAL RECORDS INSTRUMENT
- ORI. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.G. PAGE
- CONC. CONCRETE
- IF. INVERT ELEVATION
- TOB. TOP OF BANK
- TOE. TOP OF SLOPE
- O/H. OVERHEAD UTILITIES
- RCP. REINFORCED CONCRETE PIPE
- FDOT. FLORIDA DEPARTMENT OF TRANSPORTATION
- FPL. FLORIDA POWER AND LIGHT COMPANY
- x 13.11 ELEVATION POINT



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°38'34"E	25.00'
L2	S88°55'23"W	30.00'
L3	S00°38'34"E	25.00'(D&M)
L4	S07°53'17"W	26.24'(D&M)

DESCRIPTION

(AS PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FILE NO. 12202-20, DATED 05/18/2023 AT 3:18 PM)

A PARCEL OF LAND IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 30; THENCE S.88°55'23"W, 1965.10 FEET ALONG NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, TO THE OLD WESTERLY RIGHT OF WAY LINE OF METROPOLITAN PARKWAY SOUTH (METRO PARKWAY) (100 FEET RIGHT OF WAY); THENCE S.00°38'34"E, ALONG SAID OLD RIGHT OF WAY FOR 25.00 FEET; THENCE S.88°55'23"W, FOR 30.00 FEET TO THE POINT OF BEGINNING AND NEW WESTERLY RIGHT OF WAY OF METROPOLITAN PARKWAY SOUTH (METRO PARKWAY) AS RECORDED IN ORDER OF TAKING (O.R. 3936, PAGE 997; THENCE S.00°38'34"E ALONG SAID NEW WEST RIGHT OF WAY FOR 309.88 FEET; THENCE S.02°13'11"W, FOR 100.12; THENCE S.00°38'34"E, FOR 200.00 FEET; THENCE S.07°53'17"W, FOR 26.24 FEET; THENCE S.88°57'08"W, LEAVING SAID RIGHT OF WAY FOR 386.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD, AS RECORDED IN DEED BOOK 71, PAGE 327, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.00°40'41"W, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 660.56 FEET, TO A POINT ON THE AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4; THENCE N.88°55'23"E, 165.51 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF 2 AS RECORDED IN O.R. 2597, PAGE 3760 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.00°38'34"E, ALONG THE WEST LINE OF SAID PARCEL FOR 25 FEET; THENCE N.88°55'23"E, ALONG THE SOUTH LINE OF SAID PARCEL, ALSO BEING THE SOUTH RIGHT OF WAY OF KRYPTON LANE FOR 230.00 FEET TO THE POINT OF BEGINNING.

NOTES

THIS PLAT WAS PREPARED AS A BOUNDARY AND TOPOGRAPHIC SURVEY.

THIS SURVEY PREPARED BASED ON THE DESCRIPTION AS PROVIDED BY THE CLIENT IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY POLICY #0XFL-09226105, FILE NO. 12202-20, DATED 05/18/2023 AT 3:18 PM, AND EXISTING MONUMENTATION.

BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, THE SOUTH RIGHT OF WAY LINE OF KRYPTON LANE AS BEARING N.88°55'23"E.

ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 FROM NATIONAL GEODETIC SURVEY BENCHMARK #416, ELEVATION 16.18 FEET.

PARCEL LIES IN FLOOD ZONE AH WITH A BASE FLOOD ELEVATION 13 FEET. THIS INFORMATION TAKEN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS NO. 12071C0436H & 12071C0438H, EFFECTIVE DATE 11/17/2022.

COORDINATES AS SHOWN ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983.

UNDERGROUND IMPROVEMENTS, OTHER THAN THOSE SHOWN, IF ANY, WERE NOT LOCATED.

THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS, OR JURISDICTIONAL LINE OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

THIS SURVEY PREPARED WITH BENEFIT OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY POLICY #0XFL-09226105, FILE NO. 12202-20, DATED 05/18/2023 AT 3:18 PM.

SAID PARCEL CONTAINS 253977.41 SQUARE FEET OR 5.83 ACRES, MORE OR LESS.

CERTIFICATIONS:
14590 METRO, LLC, A FLORIDA LIMITED LIABILITY COMPANY
CONROY, CONROY & DURANT, P.A.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, THAT THIS PLAT OF THE HEREON DESCRIBED PROPERTY IS A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN CHAPTER 63-117, FLORIDA ADMINISTRATIVE CODE.

Kenneth E. Trask
PLS4684 State of Florida
Trask Elected State of Florida
Date: 2024/05/19 10:22:00 AM

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS4684

NOTICE:

UNLESS ELECTRONICALLY SIGNED AND SEALED, THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

K.E. Trask, P.A.

Land Surveyors

Florida Licensed Business No. LB8450
12345 Blossingm Road
Fort Myers, Florida 33966
(239) 980-1495

date	dwg	ord	scale	job#
2-22-23	23-05SR	23-05	1"=40'	23-05

PROPERTY ADDRESS:

14590 METRO PARKWAY
FORT MYERS, FL 33913

STRAP: 30-45-25-00-00008.0030

NO.	DATE	REVISION DESCRIPTION	BY
2	5-9-24	REFERENCE NEW TITLE INSURANCE	BT
1	5-5-23	ADD CERTIFICATIONS	BT

Prepared by and return to:
Sean M. Ellis, Esq.
Roetzel & Andress, L.P.A.
2320 First Street, Suite 1000
Fort Myers, FL 33901
(239) 337-3850
File Number: 136589.0020

Consideration: \$2,200,000.00
Parcel Identification Number: 30-45-25-00-00008.0030

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**") is made and entered into as of the 18th day of May, 2023, by 805 DEL PRADO BUILDING, LLP, a Florida limited liability partnership (the "**Grantor**"), whose post office address is 3660 Broadway, Fort Myers, FL 33901, to 14590 METRO, LLC, a Florida limited liability company (the "**Grantee**"), whose post office address is 14541 Hope Center Loop, Suite 200, Fort Myers, FL 33912.

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations and other entities.)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and conveyed to Grantee forever, the following described land (the "**Property**") situate, lying and being in Lee County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

Subject to taxes for 2023 and subsequent years and those matters listed on Exhibit "B" attached hereto.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that, except as to those matters specified above, at the time of the delivery of this Deed, the Property was free from all encumbrances made by Grantor, and that Grantor will warrant and defend the Property against the lawful claims and demands of all persons whomsoever lawfully claiming by, through or under Grantor herein, but against none other.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

Signed, sealed and delivered in our presence:

Alexandra Hein Chung
Witness #1 Signature

Alexandra Hein Chung
Witness #1 Printed Name

Kristi Velasquez
Witness #2 Signature

Kristi Velasquez
Witness #2 Printed Name

805 DEL PRADO BUILDING, LLP, a Florida
limited liability partnership

By: Brian A. Krivisky
Brian A. Krivisky
Its Managing Partner

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 17 day of May, 2023, by BRIAN A. KRIVISKY, as Managing
Partner of 805 DEL PRADO BUILDING, LLP, a Florida limited liability partnership, on behalf
of said partnership, who ☒ is personally known to me OR who ☐ has produced a driver's license
as identification.

Kristi Velasquez
Notary Public

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL

Kristi Velasquez
Printed Name of Notary Public



HH 004754 05/28/2024
Commission No. Expiration Date

EXHIBIT "A"

(Property)

A PARCEL OF LAND IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 30 THENCE S 88°55'23" W 1965.10 FEET ALONG NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, TO THE OLD WESTERLY RIGHT OF WAY LINE OF METROPOLITAN PARKWAY SOUTH (METRO PARKWAY) (100 FEET RIGHT OF WAY); THENCE S 00°38'34" E ALONG SAID OLD RIGHT OF WAY FOR 25.00 FEET; THENCE S 88°55'23" W. FOR 30.00 FEET TO THE POINT OF BEGINNING AND NEW WESTERLY RIGHT OF WAY OF METROPOLITAN PARKWAY SOUTH (METRO PARKWAY) AS RECORDED IN ORDER OF TAKING (O.R. 3936, PAGE 997); THENCE S 00°38'34" E, ALONG SAID NEW WEST RIGHT OF WAY FOR 309.88 FEET THENCE S 02°13'11" W FOR 100.12; THENCE S 00°38'34" E. FOR 200.00 FEET, THENCE S 07°53'17" W. FOR 26.24 FEET; THENCE S 88°57'08" W, LEAVING SAID RIGHT OF WAY FOR 386.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD, AS RECORDED IN DEED BOOK 71, PAGE 327, OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE N. 00°40'41" W, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 660.56 FEET, TO A POINT ON THE AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4; THENCE N. 88°55'23" E, 165.51 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF 2 AS RECORDED IN OR. 2597, PAGE 3760 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 00°38'34" E ALONG THE WEST LINE OF SAID PARCEL FOR 25 FEET; THENCE N 88°55'23" E ALONG THE SOUTH LINE OF SAID PARCEL ALSO BEING THE SOUTH RIGHT OF WAY OF KRYPTON LANE FOR 230.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

(Permitted Exceptions)

1. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
2. Subject to Perpetual Easement as described in Order of Taking recorded in Official Records Instrument Number 2006000479961, of the Public Records of Lee County, Florida.
3. Lee County Ordinance No. 86-14 recorded November 30, 1990, in Official Records Book 2189, Page 3281; and amended by Ordinance No. 86-38 in Official Records Book 2189, Page 3334, all of the Public Records of Lee County, Florida.
4. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded September 4, 1941, in Deed Book 144, Page 230, of the Public Records of Lee County, Florida.
5. Notice of Development Order as recorded in Official Records Book 1936, Page 401, of the Public Records of Lee County, Florida.
6. Subject land lies within the boundaries of the Metropolitan Parkway Street Lighting District and is subject to any acts and/or assessments thereof.
7. Rebateable Agreement in favor of Lee County, a political subdivision of the State of Florida recorded in Official Records Book 2291, Page 4536, of the Public Records of Lee County, Florida.
8. Notice of Development Order as recorded in Official Records Book 2321, Page 716, of the Public Records of Lee County, Florida.
9. Easement in favor of Florida Power and Light Company, contained in instrument recorded September 30, 1993, in Official Records Book 2429, Page 626, of the Public Records of Lee County, Florida.

OWNER'S POLICY OF TITLE INSURANCE

(with Florida Modifications)

Policy Number **OXFL-09226105** File Number: **12202-20**

Issued by Old Republic National Title Insurance Company

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

COVERED RISKS

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

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

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

Countersigned:

Policy Issuer:
CONROY, CONROY & DURANT, P.A.
2210 VANDERBILT BEACH ROAD,
SUITE 1201
NAPLES, FL 34109
PHONE: (239) 649-5200

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Officer or Licensed Agent

By

President

Attest

Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
- (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

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

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

- (a) a fraudulent conveyance or fraudulent transfer; or
- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

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

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

CONDITIONS (con't)**11. LIABILITY NONCUMULATIVE**

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

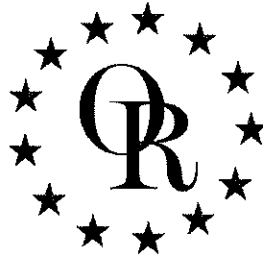
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title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

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

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

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: 612-371-1111.



Schedule A

OWNER'S POLICY

Issued by Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401
(612) 371-1111

File No.: 12202-20

Policy No.: OXFL-09226105

Address Reference: 14590 Metro Parkway, Fort Myers, FL 33912

Amount of Insurance: \$2,200,000.00 Premium: \$8,075.00

Date of Policy: May 18, 2023 at 3:18pm

1. Name of Insured:

14590 Metro, LLC, a Florida limited liability company

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

Fee Simple

3. Title is vested in:

14590 Metro, LLC, a Florida limited liability company

4. The Land referred to in this policy is described as follows:

The Land is described as set forth in Exhibit A attached hereto and made part hereof.



Schedule B

OWNER'S POLICY

File No.: 12202-20

Policy No.: OXFL-09226105

EXCEPTIONS FROM COVERAGE

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

1. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
2. Subject to Perpetual Easement as described in Order of Taking recorded in ORI NO. 2006000479961, Public Records of Lee County, Florida.
3. 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.
4. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded September 4, 1941, in Deed Book 144, Page 230, Public Records of Lee County, Florida.
5. Notice of Development Order as recorded in O.R. Book 1936, Page 401, Public Records of Lee County, Florida.
6. Subject land lies within the boundaries of the Metropolitan Parkway Street Lighting District and is subject to any acts and/or assessments thereof.
7. Rebateable Agreement in favor of Lee County, a political subdivision of the State of Florida recorded in O.R. Book 2291, Page 4536, Public Records of Lee County, Florida.
8. Notice of Development Order as recorded in O.R. Book 2321, Page 716, Public Records of Lee County, Florida.
9. Easement in favor of Florida Power and Light Company, contained in instrument recorded September 30, 1993, in O.R. Book 2429, Page 626, Public Records of Lee County, Florida.



2006 ALTA Owner's Policy Exhibit A Legal Description

File No.: 12202-20

Policy No.: OXFL-09226105

A PARCEL OF LAND IN SECTION 30, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 30 THENCE S 88°55'23" W 1965.10 FEET ALONG NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, TO THE OLD WESTERLY RIGHT OF WAY LINE OF METROPOLITAN PARKWAY SOUTH (METRO PARKWAY) (100 FEET RIGHT OF WAY); THENCE S 00°38'34" E ALONG SAID OLD RIGHT OF WAY FOR 25.00 FEET; THENCE S 88°55'23" W. FOR 30.00 FEET TO THE POINT OF BEGINNING AND NEW WESTERLY RIGHT OF WAY OF METROPOLITAN PARKWAY SOUTH (METRO PARKWAY) AS RECORDED IN ORDER OF TAKING (O.R. 3936, PAGE 997); THENCE S 00°38'34" E, ALONG SAID NEW WEST RIGHT OF WAY FOR 309.88 FEET THENCE S 02°13'11" W FOR 100.12; THENCE S 00°38'34" E. FOR 200.00 FEET, THENCE S 07°53'17" W. FOR 26.24 FEET; THENCE S 88°57'08" W, LEAVING SAID RIGHT OF WAY FOR 386.21 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD, AS RECORDED IN DEED BOOK 71, PAGE 327, OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE N. 00°40'41" W, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 660.56 FEET, TO A POINT ON THE AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4; THENCE N. 88°55'23" E, 165.51 FEET TO THE NORTHWEST CORNER OF PARCEL 2 OF 2 AS RECORDED IN OR. 2597, PAGE 3760 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 00°38'34" E ALONG THE WEST LINE OF SAID PARCEL FOR 25 FEET; THENCE N 88°55'23" E ALONG THE SOUTH LINE OF SAID PARCEL ALSO BEING THE SOUTH RIGHT OF WAY OF KRYPTON LANE FOR 230.00 FEET TO THE POINT OF BEGINNING.



Property Data

STRAP: 30-45-25-00-00008.0030 Folio ID: 10261058

[Hurricane Ian Tax Roll Value Letter](#)

[Tax Refund Status](#)

Generated on 5/1/2024 10:50 AM



Owner Of Record - Sole Owner [\[Change Mailing Address\]](#)



14590 METRO LLC
14541 HOPE CENTER LOOP #200
FORT MYERS FL 33912



Site Address

Site Address maintained by [E911 Program Addressing](#)

14590 METRO PKWY
FORT MYERS FL 33912

Property Description

Do not use for legal documents!



PAR IN SW 1/4 DES IN OR 4504 PG 4728

[View Recorded Plat at LeeClerk.org](#) - Use this link to do an Official Records search on the Lee County Clerk of Courts website, using 4504 and 4728 for the book and page numbers.

Attributes and Location Details

Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Township	Range	Section	Block	Lot
45	25E	30		
Municipality	Latitude	Longitude		
Lee County Unincorporated - 0	26.53099	-81.85352		

[View Parcel on Google Maps](#)

[\[Tax Map Viewer \]](#) [\[View Comparables \]](#)



[\[Pictometry Aerial Viewer \]](#)

Image of Structure



◀ Photo Date June of 2004 ▶ ☐ View other photos

Last Inspection Date: 05/01/2023



Property Values / Exemptions / TRIM Notices

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Property Details (Current Working Values)

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Property Details (2023 Tax Roll)



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Taxing Authorities

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Sales / Transactions

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Parcel Numbering History

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Solid Waste (Garbage) Roll Data

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Flood and Storm Information

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

Detail by Entity Name

Florida Limited Liability Company

14590 METRO, LLC

Filing Information

Document Number L23000225198

FEI/EIN Number 92-3891619

Date Filed 05/05/2023

State FL

Status ACTIVE

Principal Address

14541 HOPE CENTER LOOP, SUITE 200

FT. MYERS, FL 33912

Mailing Address

14541 HOPE CENTER LOOP, SUITE 200

FT. MYERS, FL 33912

Registered Agent Name & Address

STEVENS, MARK A

14541 HOPE CENTER LOOP, SUITE 200

FT. MYERS, FL 33912

Authorized Person(s) Detail

Name & Address

Title MGR

STEVENS, MARK A

14541 HOPE CENTER LOOP, SUITE 200

FT. MYERS, FL 33912

Annual Reports

Report Year	Filed Date
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2024	04/18/2024
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Document Images

[04/18/2024 -- ANNUAL REPORT](#)

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[05/05/2023 -- Florida Limited Liability](#)

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Florida Department of State, Division of Corporations

Previous Zoning Resolutions

Z-90-077 (91-07-011.00D)



BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

August 20, 2024

Via E-Mail

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District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Michael Greenwell
District Five

Dave Harner, II
County Manager

Richard Wm Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Shelly Stalnos
Quattrone & Associates, Inc.
4301 Veronica Shoemaker Boulevard
Fort Myers, FL 33916

**RE: Potable Water and Wastewater Availability
14690 Metro LLC – 14590 Metro Parkway, Fort Myers, FL 33912
STRAP # 30-45-25-00-00008.0030**

To whom this may concern:

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

Your firm has indicated that this project will consist of 3 commercial units with an estimated flow demand of approximately 18,300 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

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

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

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

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

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



14690 Metro LLC - Quattrone - Letter.Docx

August 20, 2024

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

Further, this letter of availability of potable water and sanitary sewer service is to be utilized for Development Review and SFWMD only. Individual letters of availability will be required for the purpose of obtaining building permits.

Sincerely,

LEE COUNTY UTILITIES

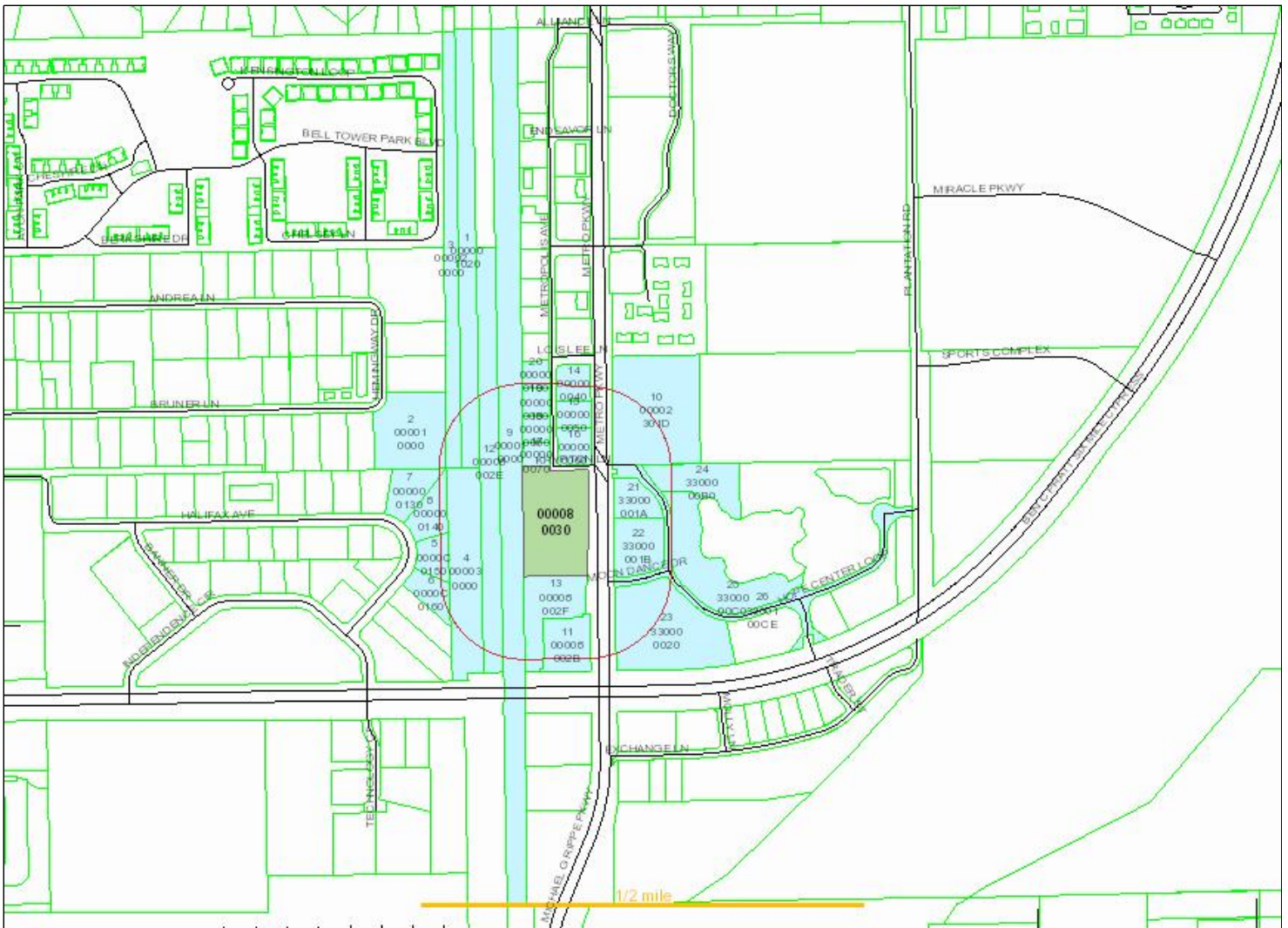
Ashanti Shahriyar

Ashanti Shahriyar

Plan Reviewer

239-533-8531

UTILITIES ENGINEERING



Date of Report: October 23, 2024

Buffer Distance: feet

Parcels Affected: 26

Subject Parcel: **30-45-25-00-00008.0030**

[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 PO BOX 398 FORT MYERS FL 33902	25-45-24-00-00000.1020 RIGHT OF WAY FORT MYERS FL	POR OF TEN MILE LINEAR PARK LOC IN E 1/2 OF SECT	1
HARPER PROPERTY HOLDINGS 3 LLC 5571 HALIFAX AVE FORT MYERS FL 33912	25-45-24-00-00001.0000 2200 BRUNER LN FORT MYERS FL 33912	S 1/2 OF N 1/2 SEC 25 LESS 1.002 THRU 1.0670	2
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	25-45-24-00-00002.0000 RIGHT OF WAY FORT MYERS FL	STRIP LAND FORMER SAL RR R/W ACROSS NE 1/4.	3
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	25-45-24-00-00003.0000 14608 BEN C PRATT SIX MILE CYPRESS PKWY FORT MYERS FL 33912	STRIP OF LAND FORMER SAL RR R/W ACROSS SE 1/4. DESC IN DB 112 PG 163 LESS INST#2006-306470 + POR OF TEN MILE LINEAR PARK LOC IN E 1/2 OF SECT AKA PARCEL 101	4

HALIFAX AVENUE LLC 2670 AIRPORT RD S NAPLES FL 34112	25-45-24-02-0000C.0150 5811 HALIFAX AVE FORT MYERS FL 33912	SIX MILE COMMERCIAL PARK BLK C PB 36 PG 117 LOT 15	5
IGLESIA BANDERA DE CRISTO INC PO BOX 249 LEHIGH ACRES FL 33970	25-45-24-02-0000C.0160 5831 HALIFAX AVE FORT MYERS FL 33912	SIX MILE COMMERCIAL PARK BLK C PB 36 PG 117 LOT 16	6
HARPER PROPERTY HOLDINGS 3 LLC 5571 HALIFAX AVE FORT MYERS FL 33912	25-45-24-04-00000.0130 5771 HALIFAX AVE FORT MYERS FL 33912	SIX MILE COMMERCIAL PARK REPLAT PB 64 PG 77 LT 13	7
HARPER PROPERTY HOLDINGS 3 LLC 5571 HALIFAX AVE FORT MYERS FL 33912	25-45-24-04-00000.0140 5791 HALIFAX AVE FORT MYERS FL 33912	SIX MILE COMMERCIAL PARK REPLAT PB 64 PG 77 LT 14	8
SEMINOLE GULF RAILWAY L P 4110 CENTER POINTE DR STE 207 FORT MYERS FL 33916	30-45-25-00-00001.0000 RAILROAD R/W FORT MYERS FL 33912	A STRIP OF LAND THRU SEC 30 45 25 FOR RR R/W. LES R/W OR 2619/0618	9
RICH METRO GROUP LLC 2552 PETERS RD STE B FORT PIERCE FL 34945	30-45-25-00-00002.301D 14401-471 METRO PKWY FORT MYERS FL 33912	PAR IN W 1/2 OF W 1/2 SEC 30 DESC IN OR 2039 PG 1537 LESS ROW DESC IN INST#2006- 400499	10
ANABI REAL ESTATE DEVELOPMENT REAL ESTATE 1450 N BENSON AVE UPLAND CA 91786	30-45-25-00-00008.002B 14690 METRO PKWY FORT MYERS FL 33912	PARL IN W1/4 AS DESC IN OR 2988 PG 3308 LESS INST#2007-330701 + R/W DESC IN INST#2007-249051 + OR 4073/417	11
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	30-45-25-00-00008.002E BEN C PRATT SIX MILE CYPRESS PKWY FORT MYERS FL 33912	PARL IN W1/4 AS DESC IN OR 2413 PG 0180	12
EMAG LLC 12400 PALOMINO LN FORT MYERS FL 33912	30-45-25-00-00008.002F 14670 METRO PKWY FORT MYERS FL 33912	PARL IN W1/4 AS DESC IN INST#2007000330701	13
R + H INVESTMENTS LLC 14361 METROPOLIS AVE STE 1 FORT MYERS FL 33912	30-45-25-05-00000.0040 14361 METROPOLIS AVE FORT MYERS FL 33912	CENTRAL METROPOLITAN COMMERCIAL CTR SOUTH PB 58 PG 5 LOT 4 LESS ROW INST#2006- 50768	14
LBE INVESTMENTS LLC PO BOX 07067 FORT MYERS FL 33919	30-45-25-05-00000.0050 14391 METROPOLIS AVE FORT MYERS FL 33912	CENTRAL METROPOLITAN COMMERCIAL CTR SOUTH PB 58 PGS 5-6 LOT 5 LESS R/W DESC IN INST#2007-128716	15
METROPOLIS SWFL LLC + 300 INTERNATIONAL PKWY #330 LAKE MARY FL 32746	30-45-25-05-00000.0060 14421 METROPOLIS AVE FORT MYERS FL 33912	CENTRAL METROPOLITAN COMMERCIAL CTR SOUTH PB 58 PGS 5-6 LOT 6	16
E M HOLDINGS I LLC RANDY FREDERICK 14311 METROPOLIS AVE STE 101 FORT MYERS FL 33912	30-45-25-05-00000.0070 14440 METROPOLIS AVE FORT MYERS FL 33912	CENTRAL METROPOLITAN COMMERCIAL CTR SOUTH LT 7 PB 58 PGS 5 + 6	17
PLANTATION PROPERTY HOLDINGS L 4215 E 60TH ST STE 6 DAVENPORT IA 52807	30-45-25-05-00000.0080 14410 METROPOLIS AVE FORT MYERS FL 33912	CENTRAL METROPOLITAN COMMERCIAL CTR SOUTH LOT 8 PB 58 PGS 5 + 6	18
NIJA GLOBAL LLC 4110 CENTER POINTE DR STE 210 FORT MYERS FL 33916	30-45-25-05-00000.0090 14380 METROPOLIS AVE FORT MYERS FL 33912	CENTRAL METROPOLITAN COMMERCIAL CTR SOUTH LT 9 PB 58 PGS 5 + 6	19

FUTURE OPTIONS LLC 18 TIMBERLAND CIRCLE SOUTH FORT MYERS FL 33919	30-45-25-05-00000.0100 14350 METROPOLIS AVE FORT MYERS FL 33912	CENTRAL METROPOLITAN COMMERCIAL CTR SOUTH LT 10 PB 58 PGS 5 + 6	20
SCI HOPE LLC 14541 HOPE CENTER LOOP STE 200 FORT MYERS FL 33912	30-45-25-L4-33000.001A 14541 HOPE CENTER LOOP FORT MYERS FL 33912	HOPE PRESERVE REPLAT AS DESC IN INSTRUMENT 2023000186920 LOT 1A	21
SCI HOPE LLC 14541 HOPE CENTER LOOP STE 200 FORT MYERS FL 33912	30-45-25-L4-33000.001B 14551 HOPE CENTER LOOP FORT MYERS FL 33912	HOPE PRESERVE REPLAT AS DESC IN INSTRUMENT 2023000186920 LOT 1B	22
OSSWF BUILDING LLC 2531 CLEVELAND AVE STE 1 FORT MYERS FL 33901	30-45-25-L4-33000.0020 14601/631 HOPE CENTER LOOP FORT MYERS FL 33912	HOPE PRESERVE REPLAT AS DESC IN INSTRUMENT 2021000115035 LOT 2	23
HOPE PRESERVE ONE LLC 14541 HOPE CENTER LOOP #200 FORT MYERS FL 33912	30-45-25-L4-33000.00B0 14850 HOPE CENTER LOOP FORT MYERS FL 33912	HOPE PRESERVE REPLAT AS DESC IN INSTRUMENT 2021000115035 PARCEL B	24
HOPE PRESERVE ONE LLC 14541 HOPE CENTER LOOP #200 FORT MYERS FL 33912	30-45-25-L4-33000.00C0 14540-690 HOPE CENTER LOOP FORT MYERS FL 33912	HOPE PRESERVE REPLAT AS DESC IN INSTRUMENT 2021000115035 PARCEL C	25
HOPE PRESERVE PORPERTY OWNERS 9470 HEALTHPARK CIR FORT MYERS FL 33908	30-45-25-L4-33001.00CE RIGHT OF WAY FORT MYERS FL 33912	HOPE PRESERVE REPLAT AS DESC IN INSTRUMENT 2021000115035 TRACT 1	26

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

HARPER PROPERTY HOLDINGS 3 LLC
5571 HALIFAX AVE
FORT MYERS FL 33912

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

HALIFAX AVENUE LLC
2670 AIRPORT RD S
NAPLES FL 34112

IGLESIA BANDERA DE CRISTO INC
PO BOX 249
LEHIGH ACRES FL 33970

HARPER PROPERTY HOLDINGS 3 LLC
5571 HALIFAX AVE
FORT MYERS FL 33912

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FORT MYERS FL 33912

SEMINOLE GULF RAILWAY L P
4110 CENTER POINTE DR STE 207
FORT MYERS FL 33916

RICH METRO GROUP LLC
2552 PETERS RD STE B
FORT PIERCE FL 34945

ANABI REAL ESTATE DEVELOPMENT
REAL ESTATE
1450 N BENSON AVE
UPLAND CA 91786

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

EMAG LLC
12400 PALOMINO LN
FORT MYERS FL 33912

R + H INVESTMENTS LLC
14361 METROPOLIS AVE STE 1
FORT MYERS FL 33912

LBE INVESTMENTS LLC
PO BOX 07067
FORT MYERS FL 33919

METROPOLIS SWFL LLC +
300 INTERNATIONAL PKWY #330
LAKE MARY FL 32746

E M HOLDINGS I LLC
RANDY FREDERICK
14311 METROPOLIS AVE STE 101
FORT MYERS FL 33912

PLANTATION PROPERTY HOLDINGS L
4215 E 60TH ST STE 6
DAVENPORT IA 52807

NIJA GLOBAL LLC
4110 CENTER POINTE DR STE 210
FORT MYERS FL 33916

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18 TIMBERLAND CIRCLE SOUTH
FORT MYERS FL 33919

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FORT MYERS FL 33912

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FORT MYERS FL 33912

HOPE PRESERVE PORPERTY OWNERS
9470 HEALTHPARK CIR
FORT MYERS FL 33908