January 6, 2025

Mr. Adam Mendez
Department of Community Development
Zoning Section

RE: JBRA CPD
DCI2024-00023 – Submittal 3

Dear Mr. Mendez,

It is my pleasure to submit to you the attached revised documents related to the rezoning request for the JBRA CPUD. Please see the following responses in **bold** to your comments received on December 16, 2024.

The following information has been provided to assist in your review of the petition:

1) Response Comment Letter,
2) Revised Request Narrative,
3) Revised Deviations and Justifications,
4) Revised Master Concept Plans;
5) Title Certificates;
6) Legal Description and Sketch;
7) Schedule of Uses and Development Standards

<u>Zoning</u>

1. Master Concept Plan. The Master concept plan must show and identify the following omitted information pursuant to LDC Section 34-373(a)(6):

A. Since the "Building Line" is not an easement encumbrance and the street setback The proposed development regulations are at odds with this line, please remove the line from the MCPs. Moreover, a 10-foot side-yard setback and 16-foot rear yard setback are depicted on the MCP for the package store site, whereas the revised property development regulations establish a minimum 20-foot rear yard setback and 7.5-foot side yard setback. Please revise PDRs/MCP for consistency.

RESPONSE: The MCP has been updated to remove the "building line," and the side setback has been adjusted to match the Development Regulations. Additionally, the rear setback requirement in the Schedule of Uses and Development Regulations has been revised for consistency.

B. The LDC requires that the general location of service areas for delivery of goods or services must be shown for all developments that are not residential subdivisions. Therefore, the alternative is an approved waiver to justify elimination of the submittal detail requirement with a basis that the requirement has no bearing on the review of the application.

RESPONSE: The MCP has been updated to show all deliveries will utilize standard parking spaces.

C. The Existing Only Duplex MCP is separated from commercial parking to the north with a 5-foot Type A Buffer where LDC Section 10-416 requires a more significant buffer. An internal buffer deviation may be required.

RESPONSE: Deviation #9 has been added to the Schedule of Deviations and Justifications document included with the resubmittal.

D. LDC Section 10-416(d)(6) requires a specific buffer for parking lots within 125 feet of single-family lots, the amended MCPs depict a 15-foot-wide buffer which does not meet the buffer width required of the subsection. Revise or request/justify a deviation from buffering requirements along South Street. Please note the current analysis of Policy 5.1.5 in the project narrative includes the statement that the "buffering is provided along South Street in accordance with the LDC."

RESPONSE: Deviation #10 has been added to the Schedule of Deviations and Justifications document included with the resubmittal. The response to Policy 5.1.5 has been updated within the Narrative.

<u>Legal Description</u>

1. Legal Description. Please provide a legal description and sketch in accordance with the requirements of Lee County LDC §34-202(a)(5):
- If the application seeks to rezone undivided, platted lots, then a complete legal description (i.e. lot, block, subdivision name, public records recording information) of the platted subject property is required. Please provide a legal description of the area subject to the zoning request.

RESPONSE: Please see attached legal description and sketch.

2. Certification of title and encumbrances. Please provide a title certification for the property subject to zoning approval in accordance with the requirements of Lee County LDC §34-202(a)(7).
- Please submit title certification for the entire area included in this application. An affidavit of No Change is required for the period of time between the issuance of a title insurance policy and the date of submittal.

RESPONSE: Please see attached Title Certifications and Affidavits of No Change.

<u>Lee County DOT</u>

1. Deviation 8: Properly measure the distance on the MCP and state the correct distance on the MCP and request. The measurement should extend to the eastern driveway throat.

RESPONSE: The distance measurements have been updated on both MCP's.

2. Deviation 2: Specify the connection separation for each driveway in this deviation or state "as shown on the Master Concept Plan" etc.

RESPONSE: Please see the updated language as suggested on the Schedule of Deviations and Justifications document.

3. Connection separation must be properly shown between the two access points for the parking lot on South St in the MCP. Connection separation should be measured from the throat of the driveway. If connection separation cannot be met, then these driveways must be a part of the connection separation deviation(s).

RESPONSE: The distance measurements have been updated on both MCP's.

Thank you in advance for your consideration of the above information. If you have any further questions, please do not hesitate to contact me directly at (239) 908-3408 or PKulak@rviplanning.com.

Sincerely,

RVi Planning + Landscape Architecture

Patty Kulak
Project Manager

JBRA CPD
Request Statement

REVISED JANUARY 2025

I. REQUEST

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

II. EXISTING CONDITIONS

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

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

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

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

Table 1: Inventory of Surrounding Lands

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

Public infrastructure is in place to serve the intensive, existing development pattern, including arterial roads, utilities, fire/EMS, and solid waste. The site is served by Lee County Utilities, Fort Myers Beach Fire District, and Lee County Sheriff. A letter of availability from Lee County Utilities is provided confirming capacity.

IV. FUTURE CONDITIONS

The proposed development will allow for the existing commercial structure to be redeveloped into a package store along with supportive off-street parking.. The two remaining parcels will be combined to create a high turnover commercial parking lot to service the surrounding businesses and nearby public beaches.

High-turnover LDC Regulations:

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

  The applicant will meet these requirements.

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

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

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

VI. LDC COMPLIANCE

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

a) Complies with the Lee Plan;

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

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

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

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

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

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

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

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

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

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

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

As mentioned above in the Narrative, the proposed development will provide parking for the commercial package store and a commercial parking lot to service the surrounding businesses and beaches. The subject property will strictly provide 12 parking spaces for the commercial business and 33 parking spaces within the public parking lot.

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

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

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

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

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

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

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

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

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

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

Conditions have not yet been set.

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

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

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

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

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

VII. LEE PLAN COMPLIANCE

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

GOAL 4
Standard 4.1.1: Water & 4.1.2: Sewer

The site intends to connect to Lee County Utilities for water and sewer services. A letter of availability has been received from Lee County Utilities confirming the properties are within the Lee County Utilities Future Service Area as shown on Map 4A and Map 4B of the Lee Plan. Availability of potable water and sanitary sewer service is contingent upon final acceptance of the infrastructure to be constructed by the developer. Upon completion and final acceptance of this project, potable water service will be provided through our Green Meadows Water Treatment Plant.

GOAL 5 (RESIDENTIAL LAND USES)

POLICY 5.1.5 Protect existing and future residential areas from any encroachment of uses that are potentially destructive to the character and integrity of the residential environment.

The addition of a package store within the existing location will not be destructive to the character or integrity of this dynamic, mixed-use area of Lee County, which serves as the Gateway to downtown Fort Myers Beach. The subject property is strategically located at a developed intersection that serves as a connector between residential properties and commercial enterprises along San Carlos Boulevard. This area already hosts several businesses, including those that sell alcohol, indicating an established integration of commercial activities within the residential uses. The longstanding presence of similar businesses further demonstrates community tolerance and acceptance of such establishments, indicating that the addition of a new package store would maintain the current mixed-use character of the area without compromising its residential integrity.

Additionally, the commercial parking area will provide a low-intensity transition between the proposed package store and the San Carlos arterial frontage to the lower density residential uses to the west.

GOAL 6 (COMMERCIAL LAND USES)

POLICY 6.1.1

a. Traffic and access impacts;

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

c. Screening and buffering;

- A Type "A" buffer of 5 feet will be provided along all internal property lines on the commercial parking lot property (810 and 816 South Street), with a Type "C" buffer of 15 feet with a wall along the street frontage of South Street. The Type "A" landscape buffer will include a minimum of 4 trees and the type "D" buffer will include a minimum of 5 trees per Section 10-416 of the LDC.

- A modified type "A" buffer will be provided along all the northern property line on the commercial retail site. The applicant is proposing a 4-foot-wide buffer where the code requires 5 feet, this modified buffer will provide a minimum of 4 trees per Section 10-416 of the LDC.

d. Availability and adequacy of services and facilities;

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

e. Impact on adjacent land uses and surrounding neighborhoods;

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

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

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

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

f. Proximity to other similar centers; and

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

g. Environmental considerations.

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

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

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

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

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

<u>GOAL 32: SAN CARLOS ISLAND</u>

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

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

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

POLICY 32.1.2: New development and substantial redevelopment within a portion of the Urban Community land use category on San Carlos Island will be subject to the additional requirement that within a Water-Dependent Overlay zone, wet or dry storage recreational marinas and other water-dependent uses only will be permitted. This Water-Dependent

Overlay zone affects two separate areas, both lying south of Main Street and east of San Carlos Boulevard, as depicted on Map 1-H and described as follows: land within 150 feet of the shoreline along the inlet (between other lands designated as Industrial Development but exempting the Gulf Cove Trailer Park); and land within 300 feet of the shoreline and lying east of, and within 930 feet of, the main Industrial Development area.

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

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

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

POLICY 95.1.3: LOS standards will be the basis for planning and provision of required public facilities and services within Lee County. Regulatory LOS standards will be the basis for determining the adequacy of public facilities for the purposes of permitting new development. Compliance with non-regulatory LOS standards will not be a requirement for continued development permitting but will be used for facility planning purposes. The LOS will be the basis for facility design, for setting impact fees, and (where applicable) for the operation of the Concurrency Management System (CMS).

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

<u>GOAL 101 (COASTAL AREAS)</u>

POLICY 101.1.1 Require that development within the Coastal High Hazard Area be compatible with natural systems, such as, water retention and purification, wildlife habitat, primary productivity, and defense against coastal flooding.

The site, located within the Coastal High Hazard Area, has maintained its current configuration since before 1998, optimizing the available space while minimizing environmental impact. The design of the site does not require extensive new construction or land alteration, thereby preserving the existing natural systems and minimizing disruption to water flow and filtration processes. The site is heavily impacted/wholly developed and will remain in that configuration upon approval of this CPD.

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

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

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

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

IX. CONCLUSION

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

JBRA CPD

Schedule of Deviations and Justifications

REVISED JANUARY 2025

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

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

2. Deviate from LDC §10-285(a) requiring driveway connection separation of 60 feet for local roads with speed limits under 45 mph; to allow a minimum separation of 45 feet along South Street on the primary MCP and 30 feet on the alternate MCP and a minimum of 49 feet along Main Street as shown on the Master Concept Plan.

   JUSTIFICATION: As discussed during the August 12, 2024 meeting with DOT, the 15-foot separation along South Street is the maximum achievable width to accommodate the ingress and egress paths for parking lot access. The 40-foot separation along Main Street has been shown to function effectively without causing traffic issues or safety concerns. Reconfiguring the driveways to meet the 60-foot requirement would require significant alterations, including potential demolition and site redesign, which are impractical given the stable condition of the existing infrastructure. The proposed configuration maintains public safety, meets community needs, supports local business accessibility, and contributes positively to the area's redevelopment efforts, while ensuring efficient traffic flow and access.

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

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

4. Deviate from LDC §10-416(d) requiring a 5-foot Type A buffer between abutting commercial properties; to allow a 4-foot modified Type A buffer along the north boundary of 19260 San Carlos Blvd.

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

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

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

6. Deviate from LDC §34-2015(2)d which requires parking lot spaces must be provided with sufficient maneuvering room; to allow an exiting vehicle to leave the parking lot in a forward motion for refuse pick up only.

   JUSTIFICATION: An exhibit included with the resubmittal package demonstrates that reverse movement from the angled spaces allows a standard passenger vehicle to exit the property safely within the proposed pavement limits. Despite the reverse

maneuvering, the design maintains safety, operational efficiency, and unobstructed traffic flow within the site.

7. Deviate from LDC §10-416(d) requiring a 15-foot Type D buffer from commercial properties and rights-of-way, to allow no buffer along the east and south boundaries on 19260 San Carlos Blvd.

   JUSTIFICATION: The site has an existing 40-foot utility easement along San Carlos Boulevard which was discussed with Lee County Staff during the initial pre-application meeting. During that discussion, Staff was in support of no buffer along the east and south boundaries due to the underground apparatus and due to existing conditions.

8. Deviate from LDC 10-285(b) requiring access roads intersecting another road that also intersects the parallel arterial or collector must have an outer separation of at least 100 feet from the edge of pavement of the arterial or collector; to allow a separation of 53 feet from the edge of pavement.

   JUSTIFICATION: Per the request of DOT during a meeting on August 12, 2024, the eastern driveway connection for 19260 San Carlos Boulevard has been narrowed to a standard width to maximize the separation from San Carlos Boulevard. Deviation #8 has been added to request a reduced connection separation, as the LDC minimum separation of 100 feet cannot be achieved.

9. Deviate from LDC §10-416(d) requiring a 15-foot Type C buffer between the existing duplex abutting commercial properties; to allow a 5-foot Type A buffer along the north boundary of 810 South Street.

   JUSTIFICATION: The proposed reduction in the buffer requirement is grounded in the long-term development plan for the property and the fact that the duplex is within the CPD and not an externally impacted use. The existing duplex is intended to transition to a commercial parking lot in the future, at which time the site will conform to LDC requirements. The current buffer reduction is appropriate for an internal site condition and will have no adverse impact on surrounding properties, as it is internal to the planned development. The reduced buffer reflects the temporary nature of the duplex use, aligning with the project's phased development and the ultimate commercial intent of the site.

10. Deviate from LDC §10-416(d)(6) requiring a solid wall not less than 8 feet in height constructed not less than 25 feet from the abutting property; to allow the wall to be setback 15 feet from the property line. along the west boundary along 810 and 816 South Street.

    JUSTIFICATION: The requested deviation balances the need for efficient land use with the intent to provide sufficient buffering between the proposed commercial parking lot and the adjacent single-family lots. The 15-foot Type C buffer includes landscaping and the 8-foot solid wall that will effectively mitigate visual and noise impacts on neighboring properties, achieving the spirit of the regulation within a reduced

footprint. The proposed buffer design and wall placement ensures compatibility with adjacent residential uses while maintaining functional site design and compliance with the overall intent of the LDC.

JBRA CPD
Schedule of Uses & Site Development Regulations

REVISED JANUARY 2025

SCHEDULE OF USES

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

PROPERTY DEVELOPMENT REGULATIONS

TABLE 1: Intensity and Density

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

TABLE 2: Development Regulations

GENERAL PARAMETERS	
Category	**Requirement**
Maximum Lot Coverage:	40 percent
Maximum Building Height:	30 feet

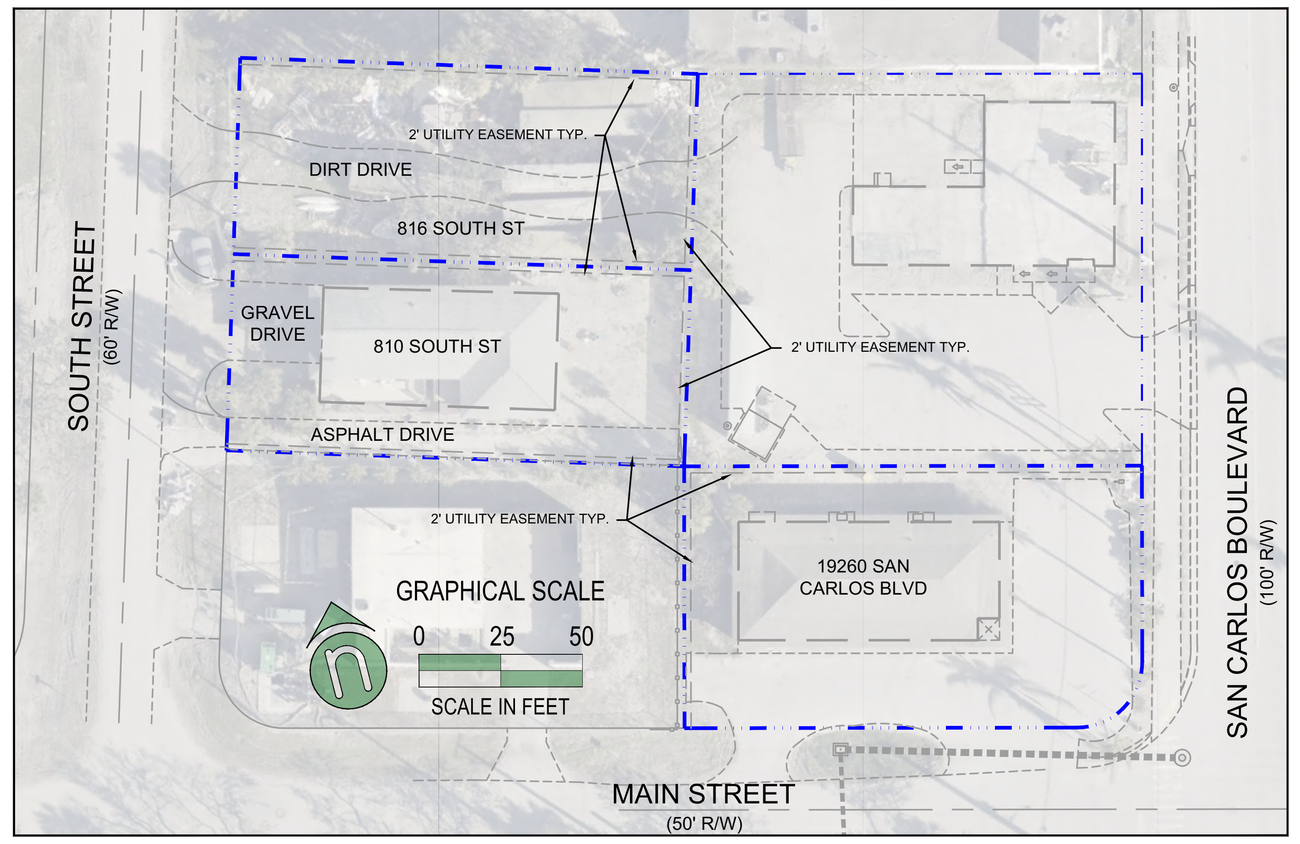
Minimum Open Space:	20%
Minimum Lot Area:	7,500 square feet
Minimum Lot Dimensions:	Width: 60 feet Depth: 100 feet
Minimum PD Boundary:	15 feet

NON-RESIDENTIAL USES	
Setbacks	**Requirement**
Minimum Front (Street):	25 feet
Minimum Rear:	15 feet
Minimum Side:	7.5 feet

LOCATION MAP

SCALE: 1"=500'

EXISTING CONDITIONS



PROJECT INFORMATION

PARCEL NUMBER:	24-46-23-01-00006.0030	24-46-23-01-00006.0020	24-46-23-01-00006.0360
SITE ADDRESS:	816 SOUTH STREET FORT MYERS BEACH, FL 33931	810 SOUTH STREET FORT MYERS BEACH, FL 33931	19260 SAN CARLOS BOULEVARD FORT MYERS BEACH, FL 33931
PARCEL AREA:	0.19 AC	0.19 AC	0.26 AC
SECTION/TOWNSHIP/RANGE:	24/46/23	24/46/23	24/46/23
ZONING:	TFC-2	TFC-2	C-1
FUTURE LAND USE:	URBAN COMMUNITY	URBAN COMMUNITY	URBAN COMMUNITY
FEMA PANEL:	12071C0554G (11/17/22)	12071C0554G (11/17/22)	12071C0554G (11/17/22)
FEMA FLOOD ZONE:	ZONE AE (BFE 11.0)	ZONE AE (BFE 11.0)	ZONE AE (BFE 11.0)
OPEN SPACE REQD (20%)	1680 SF	1680 SF	2222.8 SF
OPEN SPACE PROVIDED:	3517.2 SF	3590.0 SF	2520.9 SF

PD MASTER CONCEPT PLAN NOTES

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

ENGINEER OF RECORD
STEPHANIE K. CALDWELL, P.E.
FL P.E. NO. 56103
DATE: 1/5/2025

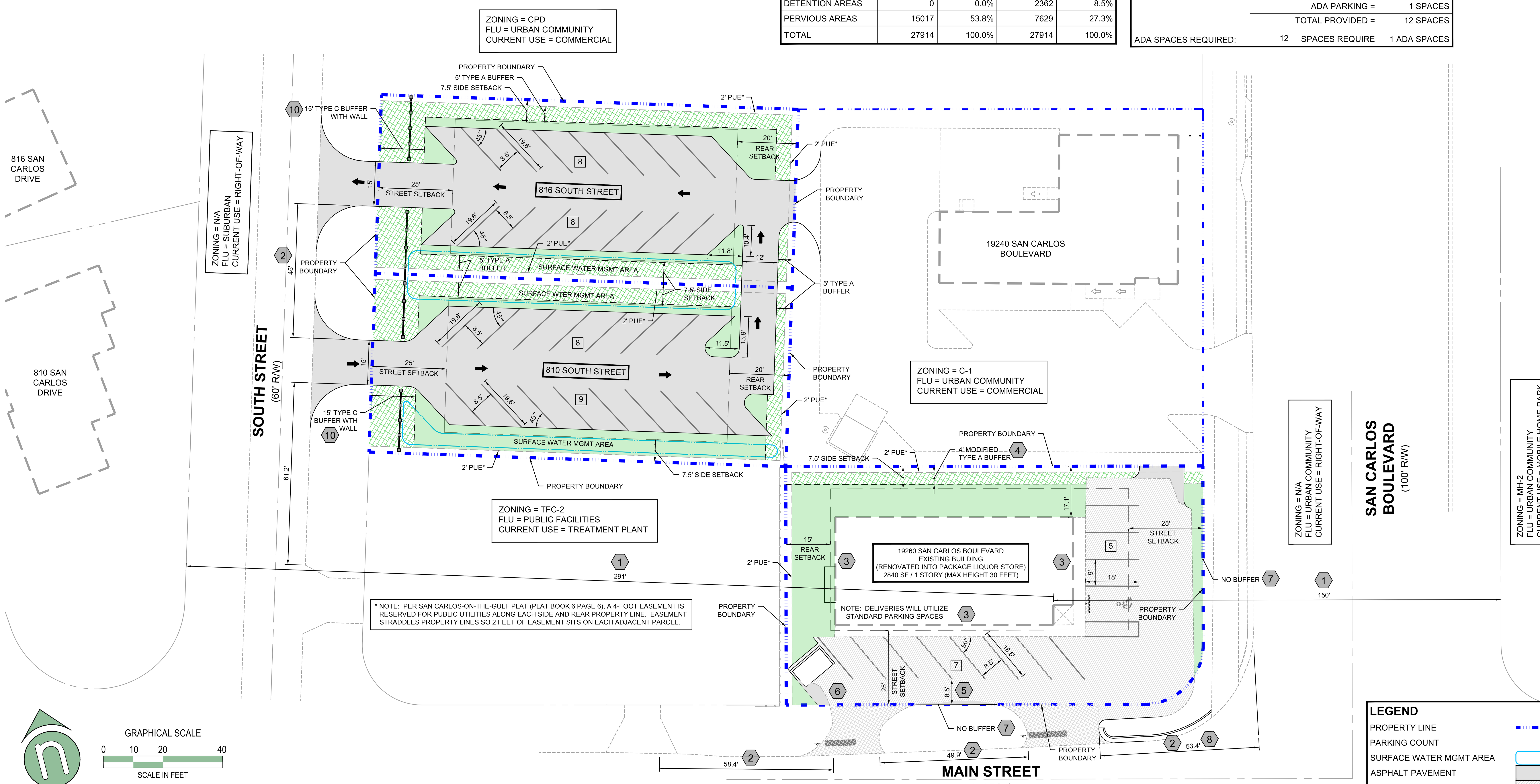
LAND USE SUMMARY

COMPONENT	EXISTING CONDITION		PROPOSED CONDITION	
	AREA (SF)	COV (%)	AREA (SF)	COV (%)
BUILDINGS	5378	19.3%	2840	10.2%
PAVEMENT	6921	24.8%	14472	51.8%
SIDEWALKS	598	2.1%	611	2.2%
DETENTION AREAS	0	0.0%	2362	8.5%
PERVIOUS AREAS	15017	53.8%	7629	27.3%
TOTAL	27914	100.0%	27914	100.0%

PARKING CALCULATIONS

PARKING REQUIRED [LDC 34-2020]:

USE	QTY	RATIO	NO. SPACES
SMALL GOODS RETAIL	2840 SF	1 SP/250 SF	11.4 SPACES
[PACKAGE STORE]		TOTAL REQD =	11.4 SPACES
PARKING PROVIDED:		STANDARD PARKING =	11 SPACES
		ADA PARKING =	1 SPACES
		TOTAL PROVIDED =	12 SPACES
ADA SPACES REQUIRED:	12	SPACES REQUIRE	1 ADA SPACES



LEGEND

PROPERTY LINE	
PARKING COUNT	#
SURFACE WATER MGMT AREA	
ASPHALT PAVEMENT	
ASPHALT OVERLAY	
PROPOSED BUFFER AREA	
OTHER GREEN SPACE	
DEVIATION REQUEST	#

greensite engineering, inc.
13300-56 S CLEVELAND AVENUE
FORT MYERS, FL 33907
PHONE (239) 433-9498
FL CERT OF AUTH #28713
WWW.GREENSITE-ENG.COM

PROJECT NAME
BREEZE BUILDING RENOVATION
SITE IMPROVEMENTS
FORT MYERS BEACH, FLORIDA

CLIENT
JBRA JUNIOR LAND HOLDINGS LLC
3618 FOWLER STREET, SUITE D
FORT MYERS, FL 33901
PHONE: (954) 854-3484

FILE NAME: 223912Z20.DWG
FILE PATH: G:\223912\DWG\P
DRAWN BY: SKC | CHECKED BY: SKC
PLOT DATE: SUNDAY 1/5/2025 10:54 AM

NO.	REVISIONS	DATE	BY
1			
2			
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8			
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PLAN STATUS: PERMIT APPROVAL
NOT FOR CONSTRUCTION
ISSUE DATE: JAN 2025

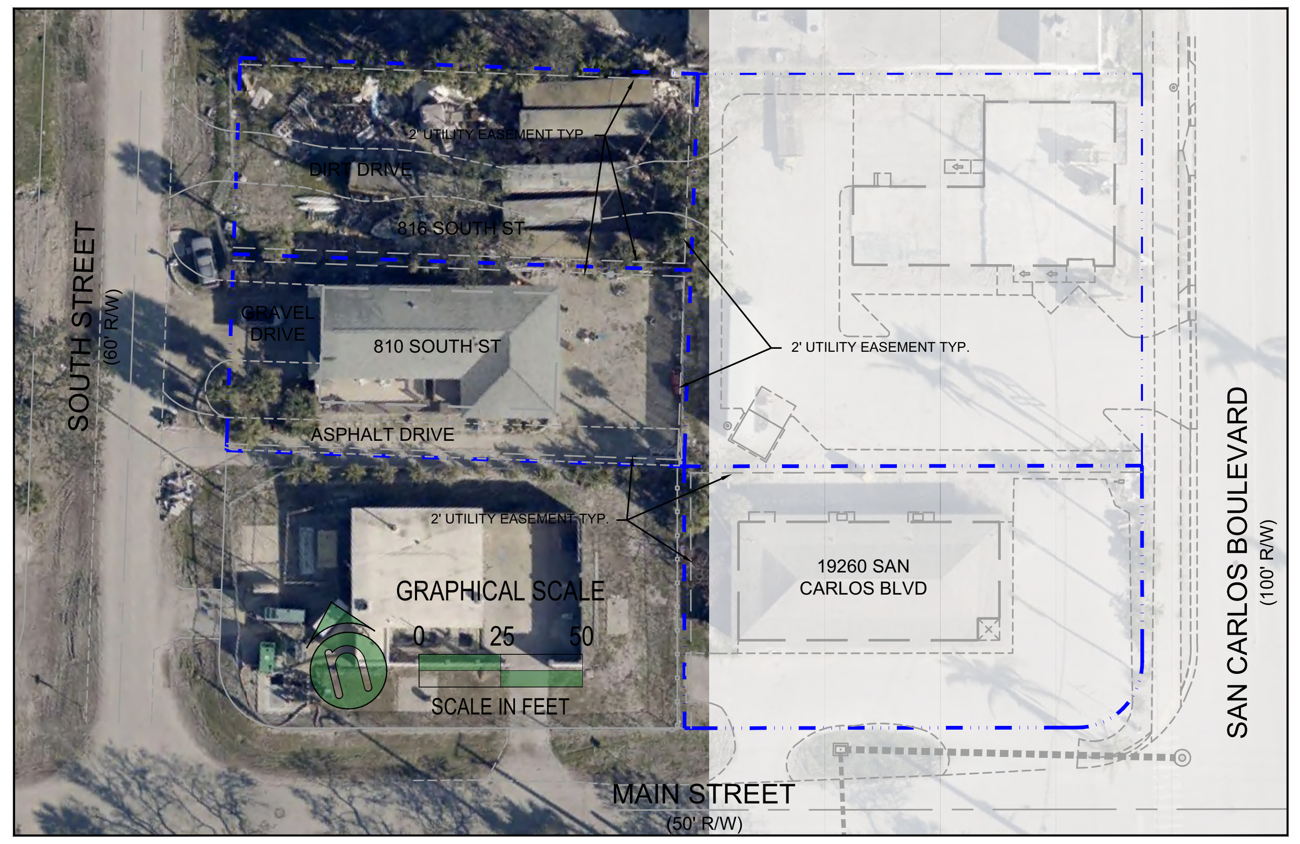
DRAWING TITLE
MASTER CONCEPT PLAN

GEI PROJECT NUMBER
223912
SHEET NUMBER
1

LOCATION MAP

SCALE: 1"=500'

EXISTING CONDITIONS



PROJECT INFORMATION

PARCEL NUMBER:	24-46-23-01-00006.0030	24-46-23-01-00006.0020	24-46-23-01-00006.0360
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PARCEL AREA:	0.19 AC	0.19 AC	0.26 AC
SECTION/TOWNSHIP/RANGE:	24/46/23	24/46/23	24/46/23
ZONING:	TFC-2	TFC-2	C-1
FUTURE LAND USE:	URBAN COMMUNITY	URBAN COMMUNITY	URBAN COMMUNITY
FEMA PANEL:	12071C0554G (11/17/22)	12071C0554G (11/17/22)	12071C0554G (11/17/22)
FEMA FLOOD ZONE:	ZONE AE (BFE 11.0)	ZONE AE (BFE 11.0)	ZONE AE (BFE 11.0)
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LAND USE SUMMARY

COMPONENT	EXISTING CONDITION		PROPOSED CONDITION	
	AREA (SF)	COV (%)	AREA (SF)	COV (%)
BUILDINGS	5378	19.3%	5378	19.3%
PAVEMENT	6921	24.8%	11782	42.2%
SIDEWALKS	598	2.1%	611	2.2%
DETENTION AREAS	0	0.0%	889	3.2%
PERVIOUS AREAS	15017	53.8%	9254	33.2%
TOTAL	27914	100.0%	27914	100.0%

PARKING CALCULATIONS

PARKING REQUIRED [LDC 34-2020]:

USE	QTY	RATIO	NO. SPACES
SMALL GOODS RETAIL [PACKAGE STORE]	2840 SF	1 SP/250 SF	11.4 SPACES
		TOTAL REQD =	11.4 SPACES
PARKING PROVIDED:		STANDARD PARKING =	11 SPACES
		ADA PARKING =	1 SPACES
		TOTAL PROVIDED =	12 SPACES
ADA SPACES REQUIRED:	12	SPACES REQUIRE	1 ADA SPACES

PD MASTER CONCEPT PLAN NOTES

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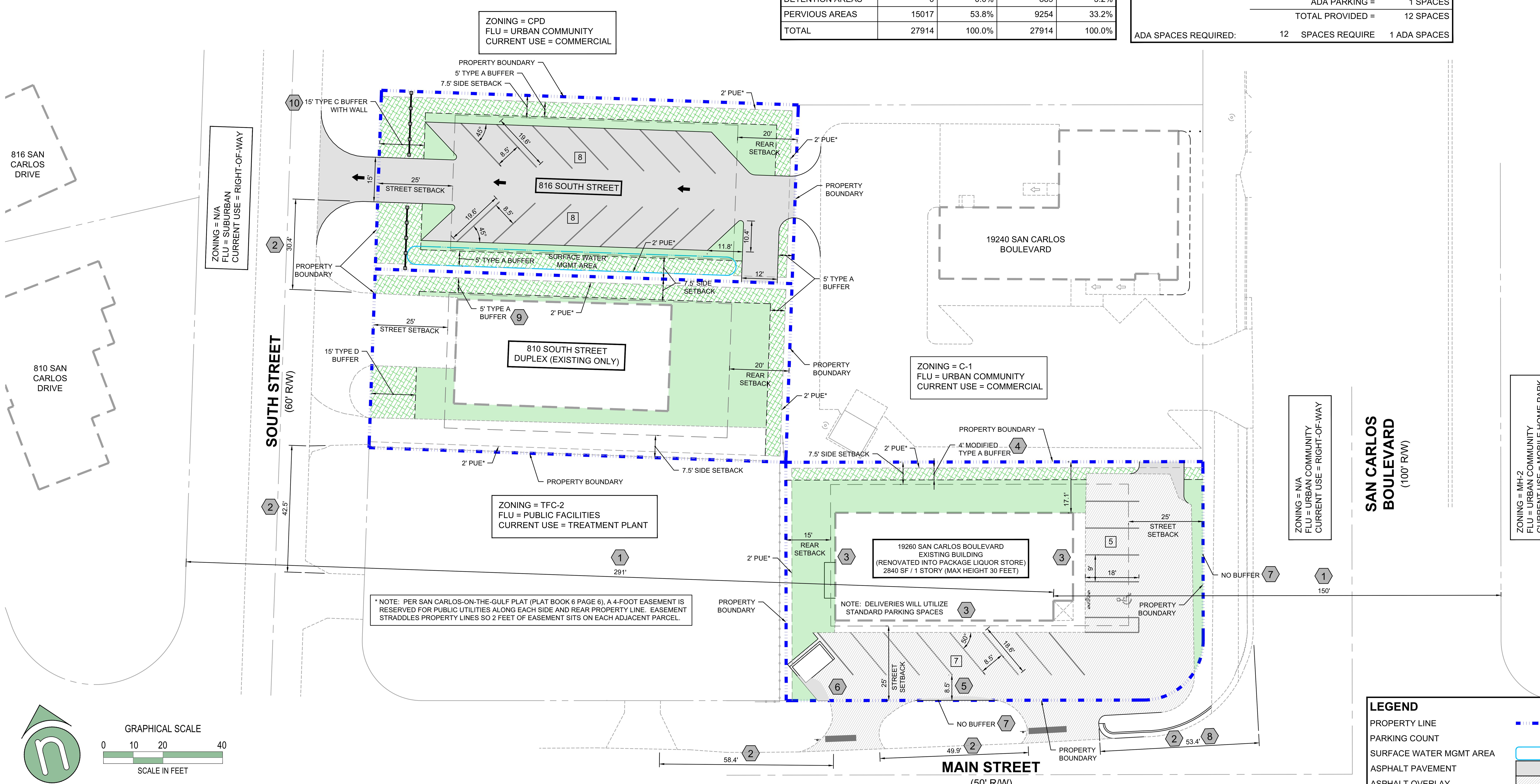
CN=Stephanie K Caldwell, 0.9.2342.19200300.100.1.1=A01410C0000018D654803730006175B, O=Florida, C=US
This item has been digitally signed and sealed by Stephanie Caldwell, P.E., State of Florida, License No. 56103.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2025.01.05 11:03:08-05'00'

ENGINEER OF RECORD
STEPHANIE K. CALDWELL, P.E.
FL P.E. NO. 56103
DATE: 1/5/2025



LEGEND

- PROPERTY LINE
- PARKING COUNT
- SURFACE WATER MGMT AREA
- ASPHALT PAVEMENT
- ASPHALT OVERLAY
- PROPOSED BUFFER AREA
- OTHER GREEN SPACE
- DEVIATION REQUEST

greensite engineering, inc.
13300-56 S CLEVELAND AVENUE
FORT MYERS, FL 33907
PHONE (239) 433-9498
FL CERT OF AUTH #28713
WWW.GREENSITE-ENG.COM

PROJECT NAME
BREEZE BUILDING RENOVATION
SITE IMPROVEMENTS
FORT MYERS BEACH, FLORIDA

CLIENT
JBRA JUNIOR LAND HOLDINGS LLC
3618 FOWLER STREET, SUITE D
FORT MYERS, FL 33901
PHONE: (954) 854-3484

FILE NAME: 223912Z20.DWG
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DRAWN BY: SKC
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PLOT DATE: SUNDAY 1/5/2025 10:54 AM

NO.	REVISIONS	DATE	BY
1			
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PLAN STATUS: PERMIT APPROVAL NOT FOR CONSTRUCTION
ISSUE DATE: JAN 2025

DRAWING TITLE
MASTER CONCEPT PLAN (ALTERNATE)

GEI PROJECT NUMBER 223912
SHEET NUMBER 2

Affidavit of No Change to Title

Pursuant to Lee County
Administrative Code §13-19(H.1.f).

Before me, the undersigned authority, after having been duly sworn, personally appeared JBRA Junior Land Holdings, LLC, a Florida limited liability company (the "*Affiant*" herein), who deposes and states as follows:

1. That Affiant is the current owner of the real property located at **19260 San Carlos Boulevard** Fort Myers Beach, Florida 33931 located in_Lee County, Florida, also identified by the Lee County Property Appraiser as Strap Number 24-46-23-01-00006.0360 which property is more particularly described in the following instrument:

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

2. 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.

3. That this Affidavit is made for the purpose of inducing Lee County, Florida, to approve a rezoning which requires the Affiant, as the owner of the Property, to provide certain title information pursuant to Lee County Administrative Code §13-19(H.1.f).

[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 17th day of December, 2024.

John Gallagher, President
Affiant

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this Dec 17 2024 by John Gallagher who is personally known to me or who has produced know to me as identification.

(SEAL)

LEONOR ALARCON
NOTARY
My Comm. Expires
August 20, 2028
No. HH 585104
PUBLIC
STATE OF FLORIDA

Notary Public
My Commission Expires: August 20 2028

Affidavit of No Change to Title

Pursuant to Lee County
Administrative Code §13-19(H.1.f).

Before me, the undersigned authority, after having been duly sworn, personally appeared RAJB, LLC, a Florida limited liability company, (the "*Affiant*" herein), who deposes and states as follows:

1. That Affiant is the current owner of the real property located at **810 South Street,** Fort Myers Beach, Florida 33931 located in Lee County, Florida, also identified by the Lee County Property Appraiser as Strap Number 24-46-23-01-00006.0020, which property is more particularly described in the following instrument:

   Lot 2, Block 6, of that certain subdivision known as San Carlos on the Gulf, according to the map or plat thereof as recorded in Plat Book 6, Page 6, of the Public Records of Lee County, Florida (the "*Property*").

2. 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.

3. That this Affidavit is made for the purpose of inducing Lee County, Florida, to approve a rezoning which requires the Affiant, as the owner of the Property, to provide certain title information pursuant to Lee County Administrative Code §13-19(H.1.f).

[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 21st day of Aug., 2024.

John Gallagher, President
Affiant

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this ________________ by John Gallagher who is personally known to me or who has produced ________________________________ as identification.

(SEAL) Notary Public State of Florida
Bonnie Rodriguez
My Commission HH 126373
Expires 05/05/2025

Notary Public
My Commission Expires: 05/05/2025

Affidavit of No Change to Title

Pursuant to Lee County
Administrative Code §13-19(H.1.f).

Before me, the undersigned authority, after having been duly sworn, personally appeared JBRA Junior Land Holdings, LLC, a Florida limited liability company, (the "*Affiant*" herein), who deposes and states as follows:

1. That Affiant is the current owner of the real property located at 816 South Street, Fort Myers Beach , Florida 33931 located in Lee County, Florida, also identified by the Lee County Property Appraiser as Strap Number 24-46-23-01-00006.0030, which property is more particularly described in the following instrument:

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

2. 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.

3. That this Affidavit is made for the purpose of inducing Lee County, Florida, to approve a rezoning which requires the Affiant, as the owner of the Property, to provide certain title information pursuant to Lee County Administrative Code §13-19(H.1.f).

[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 21st day of Aug, 2024.

John Gallagher, President
Affiant

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this ________________ by John Gallagher who is personally known to me or who has produced ______________________________ as identification.

(SEAL) Notary Public State of Florida
Bonnie Rodriguez
My Commission HH 126373
Expires 05/05/2025

Notary Public
My Commission Expires: 05/05/2025

LEGAL DESCRIPTION

(810 South Street)

Lot 2, Block 6, of that certain subdivision known as San Carlos on the Gulf, according to the map or plat thereof as recorded in Plat Book 6, Page 6, of the Public Records of Lee County, Florida (the "*Property*").

TARGET SURVEYING, LLC

6250 N. Military Trail, Suite 102
West Palm Beach, FL 33407
Phone 1: 561-640-4800
Phone 2: 1-800-226-4807
Fax 1: 561-640-0576
Fax 2: 1-800-741-0576

Invoice

To: ALOIA, ROLAND, LUBELL & MORGAN, PLLC
Survey Number: 598838
Order Date: 7/31/2023
Deliver To Attn: DANA SARACIONE
Deliver To: ALOIA, ROLAND, LUBELL & MORGAN, PLLC
2222 SECOND STREET
FORT MYERS, FL 33901

Property Address: 816 SOUTH STREET
FORT MYERS BEACH, FL 33931

Buyers: JBRA JUNIOR LAND HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
Sellers:
Client File #:

Item	Description	Amount
Survey	Survey	$350.00
	Invoice Total	$350.00

Amount Invoiced To Date:	$350.00
Amount Paid To Date:	$0.00
Total Amount Due:	$350.00

To pay with a credit card please use this link https://securepayment.link/targetsurveying

LEGAL DESCRIPTION AND CERTIFICATION

LOT 3, BLOCK 6, SAN CARLOS ON THE GULF SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 6, OF THE PUBLIC RECORDS OF LEE COUNTY, FL.

Community Number: 125124 Panel: 12071C0554 Suffix: G F.I.R.M. Date: Flood Zone: AE Field Work: 8/1/2023

Certified To:
JBRA JUNIOR LAND HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; ALOIA, ROLAND, LUBELL & MORGAN, PLLC; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; SHEPPARD LAW FIRM, P.A.

Property Address:
816 SOUTH STREET
FORT MYERS BEACH, FL 33931

Survey Number: 598838

Client File Number:

ABBREVIATION DESCRIPTION:

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

SYMBOL DESCRIPTIONS:

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

KENNETH OSBORNE CERTIFICATE NO. 6415 PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

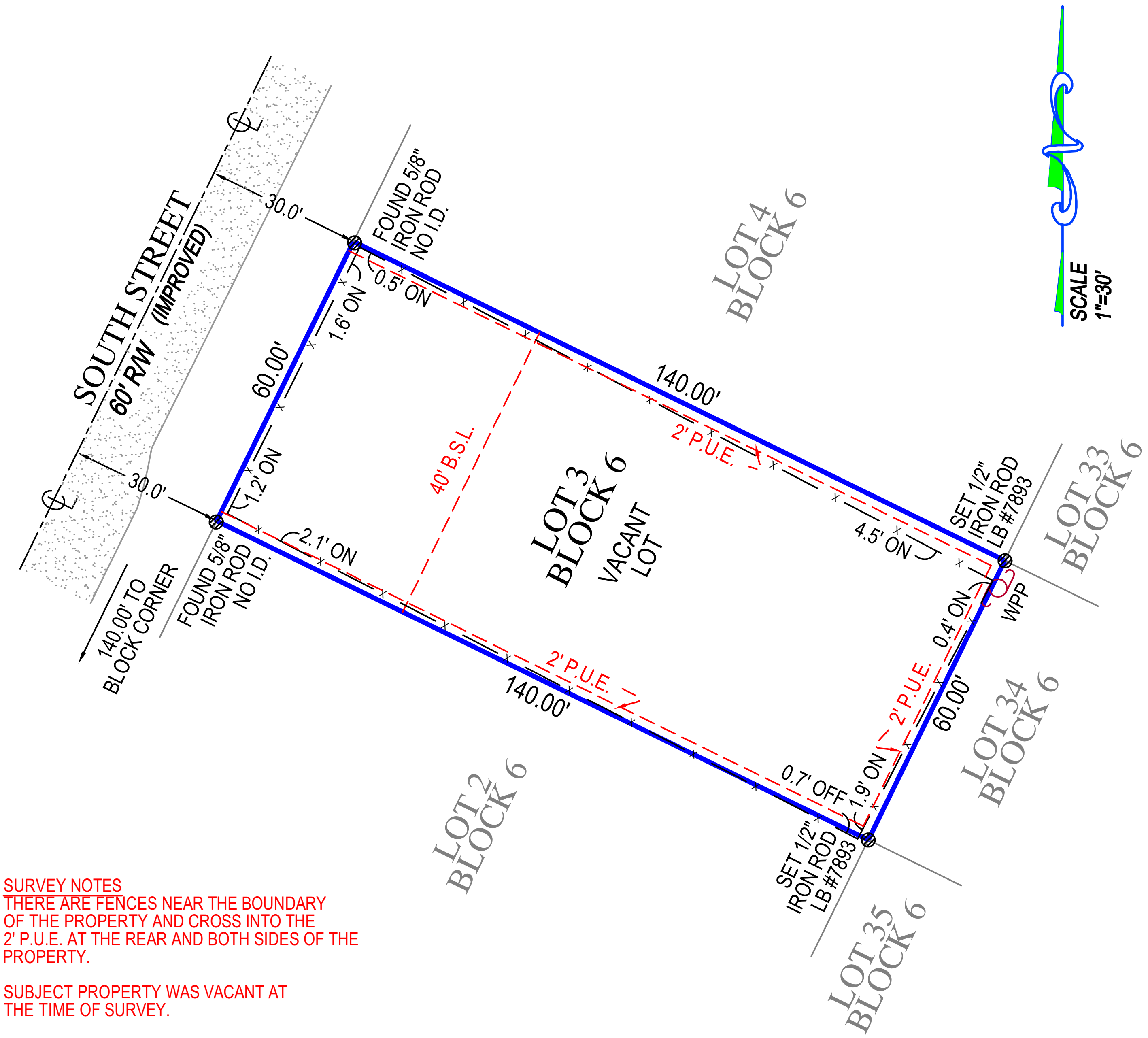
KENNETH J OSBORNE Digitally signed by KENNETH J OSBORNE Date: 2023.08.02 14:50:08 -04'00'

(SIGNED)
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

PRINTING INSTRUCTIONS:
WHEN PRINTING BE SURE TO SELECT "ACTUAL SIZE" TO ENSURE PROPER SCALING. DO NOT USE "FIT"

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: www.targetsurveying.net

BOUNDARY SURVEY



SURVEY NOTES

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY AND CROSS INTO THE 2' P.U.E. AT THE REAR AND BOTH SIDES OF THE PROPERTY.

SUBJECT PROPERTY WAS VACANT AT THE TIME OF SURVEY.

P.U.E. - PUBLIC UTILITY EASEMENT
B.S.L. - BUILDING SETBACK LINE

PAGE 2 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 1)

SURVEY NUMBER:
598838

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

TARGET SURVEYING, LLC

6250 NORTH MILITARY TRAIL, SUITE 102, WEST PALM BEACH, FL 33407- (800) 226-4807
WWW.TARGETSURVEYING.NET

LAND SURVEY PREPARED FOR JBRA JUNIOR LAND HOLDINGS, LLC
19260 SAN CARLOS BOULEVARD, FORT MYERS BEACH, FL 33931

REQUESTED BY:

ALOIA, ROLAND, LUBELL & MORGAN, PLLC
2222 SECOND STREET
FORT MYERS, FL 33901
PH. : 239-791-7950

TARGET SURVEYING, LLC

6250 N. Military Trail, Suite 102
West Palm Beach, FL 33407
Phone 1: 561-640-4800
Phone 2: 1-800-226-4807
Fax 1: 561-640-0576
Fax 2: 1-800-741-0576

Invoice

To:	ALOIA, ROLAND, LUBELL & MORGAN, PLLC
Survey Number:	605441
Order Date:	9/20/2023
Deliver To Attn:	DANA SARACIONE
Deliver To:	ALOIA, ROLAND, LUBELL & MORGAN, PLLC 2222 SECOND STREET FORT MYERS, FL 33901

Property Address:	19260 SAN CARLOS BOULEVARD FORT MYERS BEACH, FL 33931
Buyers:	JBRA JUNIOR LAND HOLDINGS, LLC
Sellers:	
Client File #:	

Item	Description	Amount
Survey	Survey	$475.00
Elevation Certificate	Elevation Certificate	$175.00
	Invoice Total	$650.00

Amount Invoiced To Date:	$650.00
Amount Paid To Date:	$0.00
Total Amount Due:	$650.00

To pay with a credit card please use this link https://securepayment.link/targetsurveying

LEGAL DESCRIPTION AND CERTIFICATION

LOT 36, BLOCK 6, OF THAT CERTAIN SUBDIVISION KNOWN AS SAN CARLOS ON THE GULF, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 6, OF THE PUBLIC RECORDS OF LEE COUNTY, FL.

Community Number: 125124 Panel: 12071C0554 Suffix: G F.I.R.M. Date: 11/17/2022 Flood Zone: AE Field Work: 9/21/2023

Certified To:
JBRA JUNIOR LAND HOLDINGS, LLC; ALOIA, ROLAND, LUBELL & MORGAN, PLLC.; ACCENT TITLE INSURANCE AGENCY; WESTCOR LAND TITLE INSURANCE

Property Address:
19260 SAN CARLOS BOULEVARD
FORT MYERS BEACH, FL 33931

Survey Number: 605441

Client File Number:

ABBREVIATION DESCRIPTION:

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

SYMBOL DESCRIPTIONS:

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

KENNETH OSBORNE CERTIFICATE NO. 6415 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

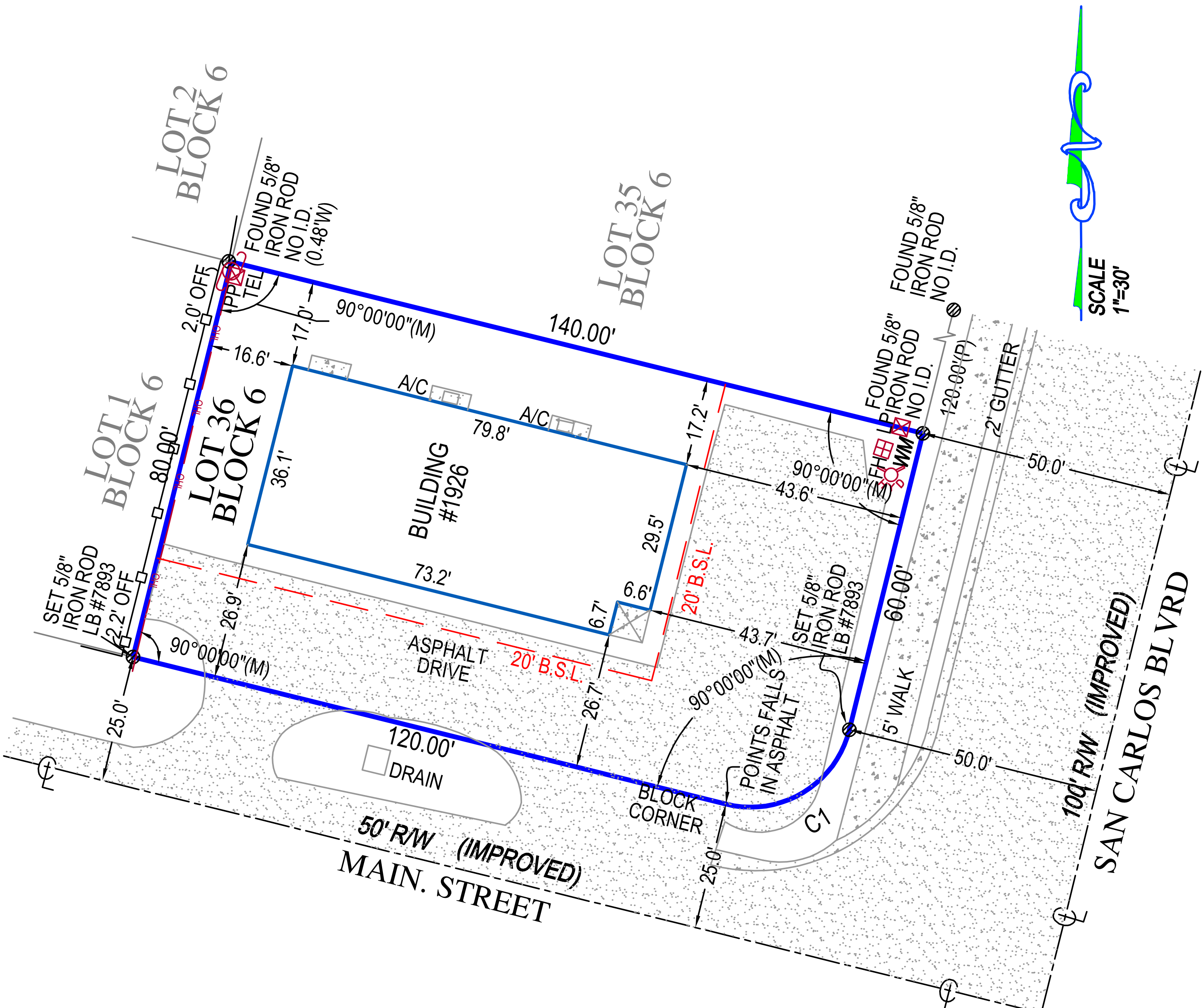
KENNETH J OSBORNE
Digitally signed by KENNETH J OSBORNE
Date: 2023.09.26 10:56:34 -04'00'

(SIGNED)
KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

PRINTING INSTRUCTIONS:
WHEN PRINTING BE SURE TO SELECT "ACTUAL SIZE" TO ENSURE PROPER SCALING. DO NOT USE "FIT"

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: www.targetsurveying.net

BOUNDARY SURVEY



SURVEY NOTES
ASPHALT DRIVE CROSSES THROUGH BOUNDARY AND INTO RIGHT OF WAY ON SOUTHERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY .

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

SURVEY NUMBER:
605441

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
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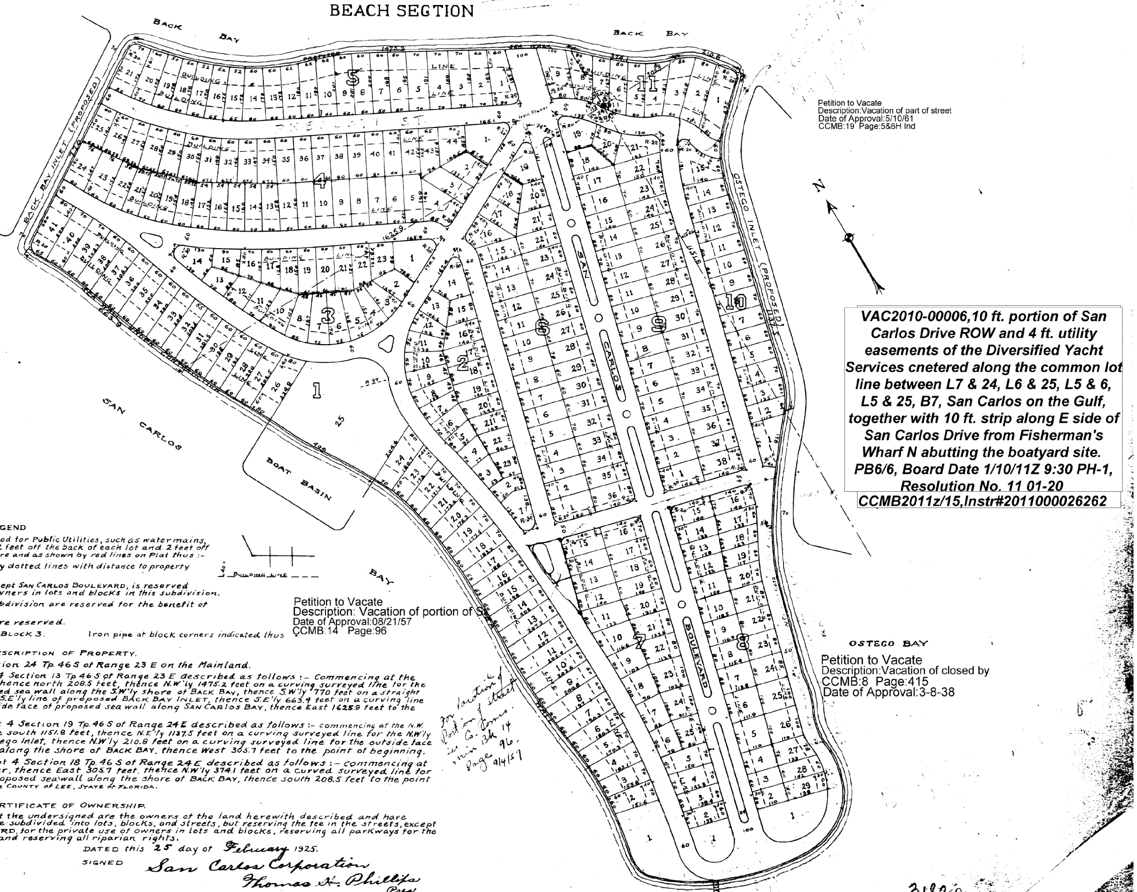
WEBSITE: http://targetsurveying.net

6

SAN CARLOS-ON-THE-GULF

BEACH SECTION



Petition to Vacate
Description:Vacation of part of street
Date of Approval:5/10/61
CCMB:19 Page:5&6H Ind

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

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

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

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

LEGEND

(a) 4 feet easement reserved for Public Utilities, such as water mains, gas mains, wires, etc., 2 feet off the back of each lot and 2 feet off the sides of lots, all where and as shown by red lines on Plat thus :-

(b) Building lines shown by dotted lines with distance to property lines, thus :- 40' BUILDING LINE

(c) The fee in all streets, except SAN CARLOS BOULEVARD, is reserved for the private use of owners in lots and blocks in this subdivision.

(d) All parkways in this subdivision are reserved for the benefit of the lot owners.

(e) All riparian rights are reserved.

(f) There is no LOT 9 of BLOCK 3.

Iron pipe at block corners indicated thus •

DESCRIPTION OF PROPERTY.

All of Fractional Section 24 Tp. 46 S of Range 23 E on the Mainland.

That part of Gov't. Lot 4 Section 13 Tp 46 S of Range 23 E described as follows :- Commencing at the S.E. Section corner, thence north 208.5 feet, thence N.W'ly 1475.2 feet on a curving surveyed line for the outside face of proposed sea wall along the S.W'ly shore of BACK BAY, thence S.W'ly 770 feet on a straight surveyed line for the S.E'ly line of proposed BACK BAY INLET, thence S.E'ly 663.9 feet on a curving line surveyed for the outside face of proposed sea wall along SAN CARLOS BAY, thence East 1625.9 feet to the point of beginning.

That part of Gov't. Lot 4 Section 19 Tp. 46 S of Range 24 E described as follows :- commencing at the N.W. section corner, thence south 1151.8 feet, thence N.E'ly 1137.5 feet on a curving surveyed line for the N.W'ly line of proposed Ostego Inlet, thence N.W'ly 210.8 feet on a curving surveyed line for the outside face of proposed sea wall along the shore of BACK BAY, thence West 305.7 feet to the point of beginning.

That part of Gov't. Lot 4 Section 18 Tp. 46 S of Range 24 E described as follows :- commencing at the S.W. Section Corner, thence East 305.7 feet, thence N.W'ly 374.1 feet on a curved surveyed line for the outside face of proposed seawall along the shore of BACK BAY, thence south 208.5 feet to the point of beginning. All in the COUNTY of LEE, STATE of FLORIDA.

CERTIFICATE OF OWNERSHIP.

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

DATED this 25 day of February 1925.

SIGNED San Carlos Corporation
Thomas H. Phillips
Pres.

CERTIFICATE OF SURVEY.

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

DATED this 18th day of February 1925

SIGNED Wm H. Dean

FORT MYERS - FLA.

W.H. DEAN CERTIFICATE No. 551 STATE OF FLORIDA REGISTERED ENGINEER

31820

Petition to vacate: VAC2018-00003
Description: Vacation of a portion of a public utility easement lying in lots 5,6,25 & 26, Block 8, San Carlos on the Gulf, situate in SEC 24, TWP 46S, RGE 23E
Plat Book and page: 6/6
Date Of Approval: 05/21/19 – 9:30 AM PH1
Resolution No. 19-05-18
Instrument # 2019000122792

Commonwealth LAND TITLE INSURANCE COMPANY

Policy No.: 39373-1-24-0152-2024.8151209-232034362

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

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

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   (a) a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning) but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of an improvement on the Land;
   (c) the subdivision of the Land; or
   (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
   (a) of the exercise described in an Enforcement Notice; or
   (b) the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   (a) resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform

Voidable Transactions Act; or

(b) because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:

i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or

ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

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

DEFENSE OF COVERED CLAIMS

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

Countersigned: Eric C Helgren

By: ______________________________
Authorized Officer or Agent

Old Florida Title
2080 Mcgregor Blvd Ste 100
Fort Myers, FL 33901-3424
Tel:239-334-6558
Fax:239-334-1157

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Michael J. Nolan
President

Attest: Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

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

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i the occupancy, use, or enjoyment of the Land;
   ii the character, dimensions or location of any improvement on the Land;
   iii the subdivision of land; or
   iv environmental remediation or protection;
   (b) any governmental forfeiture, police, regulatory, or national security power.
   (c) the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A, is a:
   (a) fraudulent conveyance or fraudulent transfer;
   (b) voidable transfer under the Uniform Voidable Transactions Act; or
   (c) preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

Commonwealth
LAND TITLE INSURANCE COMPANY

SCHEDULE A

Name and Address of Title Insurance Company:

Old Florida Title
2080 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901

File No.:**24-0152**

Policy No.:**39373-1-24-0152-2024.8151209-232034362**

Address Reference:**810 South St, Fort Myers Beach, Florida 33931**
(For information only)

Amount of Insurance: **$700,000.00**
Premium:**$3,575.00**

Date of Policy: **April 5, 2024** at **01:57 PM.**

1. Name of Insured:

RAJB 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:

Warranty deed executed by Margaret Napier, a single woman, to RAJB LLC, a Florida limited liability company, dated March 29, 2024, filed April 5, 2024 in Instrument No. 2024000096227, Public Records of Lee County, Florida, conveying said property described herein.

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

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

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

THIS POLICY VALID ONLY IF SCHEDULE B ATTACHED

Commonwealth™
LAND TITLE INSURANCE COMPANY

File No.:24-0152

SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

1. Taxes and assessments for the year **2023** and subsequent years, which are not yet due and payable.

~~2. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.~~ Survey completed by Target Surveying, LLC certified to Aloia, Roland, Lubell & Morgan PLLC

~~3. Rights or claims of parties in possession not shown by the public records.~~

~~4. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.~~

~~5. Taxes or assessments which are not shown as existing liens in the public records.~~

~~6. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.~~

~~7. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.~~

NOTE: Items 2 through 7 listed above are hereby deleted.

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

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

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

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

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

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

Commonwealth
LAND TITLE INSURANCE COMPANY

File No.:24-0152

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

BOUNDARY SURVEY

LEGAL DESCRIPTION:
LOT 2, BLOCK 6, SAN CARLOS ON THE GULF, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 6, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

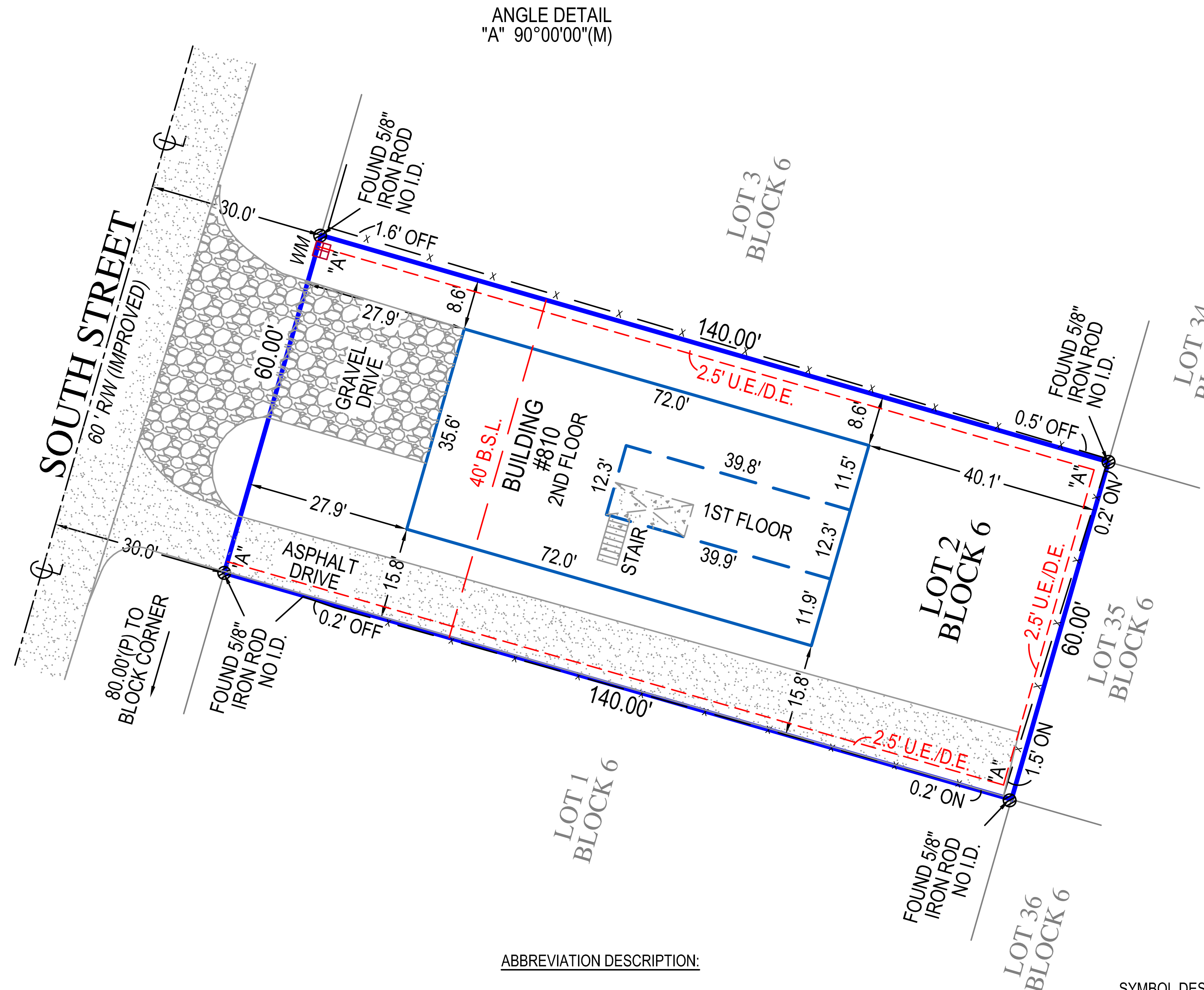
CERTIFIED TO:
ALOIA, ROLAND, LUBELL & MORGAN, PLLC

COMMUNITY NUMBER: 125124
PANEL: 12071C0554 SUFFIX: G
F.I.R.M. DATE: 11/17/2022
FLOOD ZONE: AE

FIELD WORK: 3/25/2024

PROPERTY ADDRESS:
810 SOUTH STREET
FORT MYERS BEACH, FL 33931

SURVEY NUMBER: 626502



SURVEY NOTES
ASPHALT AND GRAVEL DRIVE CROSSING INTO R/W ON WESTERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.

ABBREVIATION DESCRIPTION:

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

SYMBOL DESCRIPTIONS:

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

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING PRIOR TO SUCH USE. TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

REVISIONS:

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUTE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

KENNETH J OSBORNE
CERTIFICATE No. 6415
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

ALTA OWNER'S POLICY OF TITLE INSURANCE with FLORIDA MODIFICATIONS

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

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

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

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
      v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
      vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
      vii. a defective judicial or administrative proceeding; or
      viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
   b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

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

Authorized Officer or Agent

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

By C Monroe President

Attest David Wold Secretary

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

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

Issuing Office File Number:
KS-8250

Issuing Office's ALTA Registry ID:
None

Issuing Agent:
C09174

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

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

SCHEDULE A

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

Policy Number: OYFL-08097292
Amount of Insurance: **$300,000.00**
Date of Policy: August 16, 2023 @ 03:43 PM

1. The Insured is: **JBRA Junior Land Holdings, LLC, a Florida Limited Liability Company**

2. The estate or interest in the Land insured by this policy is: Fee Simple as shown by Warranty Deed recorded as Official Records Instrument Number 2023000275370 of the Public Records of Lee County, Florida.

3. Title is vested in: **JBRA Junior Land Holdings, LLC, a Florida Limited Liability Company**

4. The Land is described as follows:

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

Old Republic National Title Insurance Company

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

AUTHORIZED SIGNATORY
D. Hugh Kinsey, Jr.

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

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: OYFL-08097292

SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

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

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

NOTES:

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

3. Unmarketable Title.
4. No right of access to and from the Land..
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
   a. the occupancy, use, or enjoyment of the Land;
   b. the character, dimensions, or location of an improvement on the Land;
   c. the subdivision of the Land; or
   d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
   a. of the exercise described in an Enforcement Notice; or
   b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
   a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
      i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
      ii. voidable transfer under the Uniform Voidable Transactions Act; or
   b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
      i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
      ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

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

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

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

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

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

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

2. CONTINUATION OF COVERAGE
This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:
a. retains an estate or interest in the Land;
b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT
The Insured must notify the Company promptly in writing if the Insured has Knowledge of:
a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS
The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

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

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

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

   i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

   ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

   If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

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

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

a. *To Pay or Tender Payment of the Amount of Insurance*

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

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

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

   i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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

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

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

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

a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
   i. the Amount of Insurance; or
   ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.

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

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

d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
   i. the Amount of Insurance will be increased by 15%; and
   ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
   i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
   ii. cures the lack of a right of access to and from the Land; or
   iii. cures the claim of Unmarketable Title,

   all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

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

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

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

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

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

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:

   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

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

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

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

18. ARBITRATION

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

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

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

ACCENT TITLE INSURANCE AGENCY, INC.
17693 Summerlin Rd
Fort Myers, FL 33908
Email:Closings@AccentTitleInsurance.com
Phone: (239) 482-5984 Fax: (239) 482-8526

February 8, 2024

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

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

Dear Mr. Gallagher.

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

Please keep this in a safe place for future reference.

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

Sincerely,
Accent Title Insurance Agency, Inc.
Megan Parkinson
By: Megan Parkinson

American Land Title Association

WESTCOR
LAND TITLE INSURANCE COMPANY

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

POLICY NO.: OP-61-FL1245-15630332

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

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

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

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

1. The Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
   a. a defect in the Title caused by:
      i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      ii. the failure of a person or Entity to have authorized a transfer or conveyance;
      iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
      iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;

COVERED RISKS Continued on next page

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

Issued By: FL1245 * 23-7561
Accent Title Insurance Agency, Inc.

17693 Summerlin Road
Fort Myers, FL 33908

WESTCOR LAND TITLE INSURANCE COMPANY

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
Mary O'Donnell - President

Attest:
Donald A. Berube - Secretary

AMERICAN LAND TITLE ASSOCIATION

v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
vii. a defective judicial or administrative proceeding; or
viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
a. the occupancy, use, or enjoyment of the Land;
b. the character, dimensions, or location of an improvement on the Land;
c. the subdivision of the Land; or
d. environmental remediation or protection on the Land.

6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.

7. An exercise of the power of eminent domain, but only to the extent:
a. of the exercise described in an Enforcement Notice; or
b. the taking occurred and is binding on a purchaser for value without Knowledge.

8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.

9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
ii. voidable transfer under the Uniform Voidable Transactions Act; or
b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its

existence to a purchaser for value or to a judgment or lien creditor.

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

DEFENSE OF COVERED CLAIMS

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

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
b. any governmental forfeiture, police, regulatory, or national security power.
c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.

3. Any defect, lien, encumbrance, adverse claim, or other matter:
a. created, suffered, assumed, or agreed to by the Insured Claimant;
b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
c. resulting in no loss or damage to the Insured Claimant;
d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
a. fraudulent conveyance or fraudulent transfer;
b. voidable transfer under the Uniform Voidable Transactions Act; or
c. preferential transfer:
   i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or

ii. for any other reason not stated in Covered Risk 9.b.

5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.

6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.

7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

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

(2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
(3). a spouse who receives the Title because of a dissolution of marriage;
(4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
(5). another Insured named in Item 1 of Schedule A.

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

h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.

i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.

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

2. CONTINUATION OF COVERAGE

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

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

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

a. any litigation or other matter for which the Company may be liable under this policy; or
b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.

c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

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

   i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

   ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

   If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY
In case of a claim under this policy, the Company has the following additional options:
   a. *To Pay or Tender Payment of the Amount of Insurance*
      To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.
   b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*
      i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
      ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
      Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY
This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.
   a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
      i. the Amount of Insurance; or
      ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
   b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
   c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
   d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as

insured:

i. the Amount of Insurance will be increased by 15%; and

ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.

e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:

i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;

ii. cures the lack of a right of access to and from the Land; or

iii. cures the claim of Unmarketable Title,

all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.

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

d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

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

a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

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

14. POLICY ENTIRE CONTRACT

a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.

b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
   i. modify any prior endorsement,
   ii. extend the Date of Policy,
   iii. insure against loss or damage exceeding the Amount of Insurance, or
   iv. increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.
The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, Florida 32751. Telephone: (866) 629-5842.

18. ARBITRATION

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

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in* *accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

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

American Land Title Association

WESTCOR
LAND TITLE INSURANCE COMPANY

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

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:
Issuing Agent: Accent Title Insurance Agency, Inc.
Issuing Office: 17693 Summerlin Road, Fort Myers, Florida 33908
Issuing Office's ALTA® Registry ID: 1069420
Issuing Office File Number: 23-7561
Property Address: 19260 San Carlos Blvd, Fort Myers Beach, Florida 33931

SCHEDULE A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200, Maitland, Florida, 32751, (407) 629-5842.**
Policy Number: OP-61-FL1245-15630332
Amount of Insurance: $899,000.00
Date of Policy: November 17, 2023

1. The Insured is: JBRA JUNIOR LAND HOLDINGS, LLC

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

3. The Title is vested in: JBRA JUNIOR LAND HOLDINGS, LLC, a Florida limited liability company

4. The Land is described as follows:

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

ACCENT TITLE INSURANCE AGENCY, INC.

By: ______________________________
Authorized Signatory

SCHEDULE B

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

EXCEPTIONS FROM COVERAGE

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

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

1. **Rights or claims of parties in possession not shown by the Public Records.**

2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.**

3. **Easements or claims of easements not shown by the Public Records.**

4. **Taxes or special assessments which are not shown as existing liens by the public records.**

5. **Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.**

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

7. Restrictions, reservations, setbacks and easements, if any, as indicated and/or shown on that certain Plat recorded in Plat Book 6, at Page 6, of the Public Records of Lee County, Florida.

8. Subject land lies within the boundaries for mandatory Garbage Collection, Lee County

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

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

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