

**MEMORANDUM**  
FROM THE  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**VILLAGE OF ESTERO**

DATE: July 13, 2015

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To: Planning and Zoning Board

FROM: Mary Gibbs

COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: ADD2015-00088, Corkscrew Village CPD**

The applicant has requested two amendments to the planned development zoning:

- amend the existing CPD zoning to add the use of "Package Store" to the Schedule of Uses; and
- add a deviation from LDC Section 34-1263(e) to reduce the separation of 500 feet between a package store or other establishment primarily engaged in the retail sale of liquor for off-site consumption and a religious facility to 371.85 feet.

The following provides staff analysis for each request.

The property is part of the Corkscrew Village Shopping Center located at the corner of Corkscrew Road and US 41. The center is developed with 83,241 square feet according to the applicant's information. The Land Development Code (LDC Section 34-1263) provides no package store can be permitted closer than 500 feet to any religious facility, school (noncommercial), day care center (child), park or dwelling unit, or 500 feet from any other establishment primarily engaged in the sale of alcoholic beverages.

The surrounding properties have been reviewed and site checked. No school (noncommercial), day care center (child), or park has been found within 500 feet of the proposed Package Store location. Beer and wine sales currently are found in the existing Publix Supermarket and in the nearby convenience stores with gas sales.

The proposed location of the Package Store is shown to be in the unit (identified as Unit 130) to the left (north) of the existing Publix Store, between Publix and the Hallmark store. The applicant indicates the distance between the closest public entrance to the package store and the closest property line for the Happehatchee Center (designated as a religious facility by a county zoning verification letter) located north of the Corkscrew Road is 371.85 feet.

The shopping center is located across Corkscrew Road, a major roadway, so approval of the deviation should not create any detrimental impacts on the facility.

Staff recommends approval of both requests as conditioned in the Planning and Zoning Board Resolution .

**GRAY** | **ROBINSON**  
ATTORNEYS AT LAW

301 EAST PINE STREET  
SUITE 1400 BOCA RATON  
POST OFFICE BOX 3068 (32802-3068) FORT LAUDERDALE  
ORLANDO, FLORIDA 32801 GAINESVILLE  
TEL 407-843-8880 JACKSONVILLE  
FAX 407-244-5690 KEY WEST  
LAKELAND  
MELBOURNE  
MIAMI  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA

Heather M. Ramos

407-244-5670

HEATHER.RAMOS@GRAY-ROBINSON.COM

May 28, 2015

**VIA FEDEX**

Lee County Community Development  
1500 Monroe Street  
Fort Myers, FL 33901

Re: Publix Super Markets, Inc., Application to Amend the Corkscrew Village  
Commercial Planned Development

Ladies and Gentlemen:

Publix Super Markets, Inc., would like to open and operate a Publix package liquor store in the Corkscrew Village Shopping Center, in an already built-out location in the shopping center, immediately next to the existing Publix grocery store.

On behalf of Publix we are submitting an application to amend the Corkscrew Village Commercial Planned Development to request the addition of package liquor stores to the schedule of uses.

Please note that Corkscrew Village is located in the incorporated area of the Village of Estero. After conversations with Vice-Mayor Howard Levitan, he requested we submit an application to Lee County for a determination of sufficiency and a determination of how the application should proceed prior to holding a meeting or public hearing on the issue in the Village of Estero. Accordingly, we have not yet held any meetings about this issue in the Village of Estero.

In support of the application, enclosed is a check for \$1,500.00 and the following documents and information:

- **Tab A** – Application to Amend a Planned Development or PUD
- **Tab B** – Affidavit of Authorization Form, Disclosure of Interest Form, and Additional Agents Form
- **Tab C** – Legal Description and Property Data
- **Tab D** – Property Owner Information
- **Tab E** – Shopping Center Site Plan (showing proposed liquor store location in space 130)

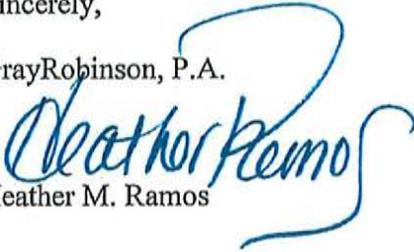
Lee County Community Development  
May 28, 2015  
Page 2

- **Tab F -- Written Narrative**

Please let me know if you need further information in order to process the application.

Sincerely,

GrayRobinson, P.A.

  
Heather M. Ramos

HMR/sdh

Enclosures

cc: Merriann Metz  
Grace Yang



8. **Legal Description (must submit one):**  
 Legal description (metes and bounds) and sealed sketch of the legal description. [34-204]  
 **OR**  
 Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.) [34-204]
9. **Lee Plan (Future Land Use) Designation [34-204]:** Urban Community
10. **Original Project Name:** Corkscrew Village Commercial Planned Development
11. **Original Rezoning Resolution Number:** Z-89-006(A) correcting resolution number Z-89-006
12. **Subsequent Zoning Action Resolution/Case Numbers (if any):** Please list all previous zoning and administrative actions (approvals and denials) on this project subsequent to original rezoning. Include Resolution Numbers and Case Numbers (provide added sheets, if necessary).  
Z-94-069 Z-99-093  
Z-96-030 ADD2001-00055, ADD2001-00088  
PD-96-050, PD-96-065 ADD2010-00027
13. **Development Order Numbers (if any):** List all local development orders approved on this project. Please indicate the status of each development order (provide added sheets, if necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. **Written Narrative:** Provide a written narrative statement explaining exactly what is proposed.
15. **Deviations:** If any relief is requested from the provisions of the Lee County Land Development Code (LDC), provide a **written explanation** of the specific relief requested (a schedule of deviations). Explain what conditions currently exist which warrant this request for relief from the regulations (a written justification for each of the requested deviations). Include specific references to any section (number{s} and name{s}) of the LDC from which relief is sought including why the requested relief is necessary and how it will affect the project. All deviation requests must be specifically keyed to the location on the Master Concept Plan or Final Plan. [34-373]
16. **Planning Community or Community Plan Area\*:** Village of Estero  
\*If in Caloosahatchee Shores [33-1482], Captiva [33-1612], Estero [33-64], Lehigh Acres [33-1401], North Fort Myers [33-1532], North (Upper) Captiva [33-1711], or Page Park [33-1203], attach meeting summary from informational meeting.
17. **Approved Master Concept Plan (MCP):** Provide an APPROVED MCP and DETAILED DRAWINGS of any DEVIATIONS OR CHANGES BEING PROPOSED at a size of 24"x36". [34-204; 34-373]
18. **Proposed Final Plan (for Final Plan Approval applications only):** Provide a copy of the proposed Final Plan consistent with the approved Master Concept Plan and the approved Zoning Resolution at a size of 24"x36". This proposed Final Plan must show any DEVIATION(s) keyed on the plan to identify the location of the specific deviation. [34-204]

## SUBMITTAL REQUIREMENT CHECKLIST

*Clearly label your attachments as noted in bold below.*

<input checked="" type="checkbox"/>	Completed application [34-204]
<input checked="" type="checkbox"/>	Filing Fee [34-204]
<input checked="" type="checkbox"/>	<b>Affidavit of Authorization</b> Form [34-204; 34-202]
<input checked="" type="checkbox"/>	<b>Additional Agents</b> [34-204; 34-202]
<input type="checkbox"/>	<b>Multiple Owners</b> List (if applicable) [34-201; 34-204]
<input checked="" type="checkbox"/>	<b>Disclosure of Interest</b> Form [34-204; 34-201]
<input checked="" type="checkbox"/>	<b>Legal description (must submit one)</b> [34-204]
<input type="checkbox"/>	Legal description (metes and bounds) and sealed sketch of legal description
	<b>OR</b>
<input checked="" type="checkbox"/>	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. ( <a href="#">Click here</a> to see an example of a legal description with no metes and bounds.)
<input type="checkbox"/>	<b>Previous Zoning Actions</b> (if applicable)
<input type="checkbox"/>	<b>DO Numbers</b> (if applicable)
<input checked="" type="checkbox"/>	<b>Narrative of Request</b> [34-204]
<input type="checkbox"/>	<b>Schedule of Deviations</b> (if applicable) [34-373]
<input type="checkbox"/>	<b>Meeting Summary</b> (if applicable) [34-204]
<input type="checkbox"/>	<b>MCP and detailed drawings</b> of any proposed deviations (if applicable) (24"x36") [34-204]
<input type="checkbox"/>	<b>Proposed Final Plan</b> including deviations keyed to the plan (24"x36") [34-204]

**Note:** All information submitted with the application becomes a part of the public record and will be a permanent part of the file. Department staff will review this application for compliance with requirements of the Lee County Land Development Code. The applicant will be notified of any deficiencies.

Acceptance of an application for an administrative amendment in no way guarantees its approval. If the Director determines that the requested amendment is beyond the scope of Land Development Code Section 34-380 or 34-1036 and that a public hearing is necessary, then all fees paid toward the administrative application may be applied toward an application for public hearing.

The Director's decision on an administrative amendment is final and can not be appealed. In the event the Director denies the request, the applicant's only recourse is to apply for a public hearing. No fees paid for the administrative application will be refunded or applied towards the public hearing.

If it is determined that inaccurate or misleading information was provided to the county or the decision does not comply with the Land Development Code when rendered, then, at any time, the Director may issue a modified decision that complies with the Code or revoke the decision. If the approval is revoked, the applicant may acquire the necessary approvals by filing an application for public hearing in accordance with Chapter 34.

## ADDITIONAL AGENTS

Company Name:	GrayRobinson, P.A.		
Contact Person:	Heather Ramos		
Address:	301 E. Pine Street Suite 1400		
City, State, Zip:	Orlando, FL 32801		
Phone Number:	407-843-8880	Email:	heather.ramos@gray-robinson.com

Company Name:	Publix Super Markets, Inc.		
Contact Person:	Merriann Metz		
Address:	3300 Publix Corporate Parkway		
City, State, Zip:	Lakeland, FL 33811		
Phone Number:	863-680-5311	Email:	merriann.metz@publix.com

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

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

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

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

AFFIDAVIT OF AUTHORIZATION

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

I, Mike Kinsella (name), as SVP FL Region- Regency Centers (owner/title) of FL-Corkscrew Village, LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

\*Notes:

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

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

Signature [Handwritten Signature]

Date 5-27-15

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

STATE OF FLORIDA COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me on May 28, 2015 (date) by Mike Kinsella (name of person providing oath or affirmation), who is personally known to me or who has produced (type of identification) as identification.

STAMP/SEAL



Signature of Notary Public [Handwritten Signature]

**DISCLOSURE OF INTEREST  
AFFIDAVIT**

BEFORE ME this day appeared Mike Kinsella, who, being first duly sworn and deposed says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 21301 S. Tamiami Trail, Suite 130, Estero, FL 33928 and is the subject of an Application for zoning action (hereinafter the "Property").

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

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

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

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

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

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

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

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

FL-Corkscrew Village, LLC, a Delaware Limited Liability Company  
Property Owner

Mike Kinsella, SVP FL Region  
Print Name

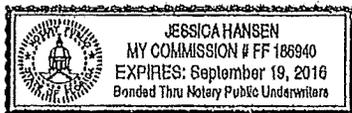
\*\*\*\*\*NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS\*\*\*\*\*  
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Instrument was sworn to (or affirmed) and subscribed before me on May 28, 2015 (date) by Mike Kinsella (name of person providing oath or affirmation), who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

STAMP/SEAL

Jessica Hansen  
Signature of Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 5 and Tracts "A" and "B", Corkscrew Village, according to the plat thereof recorded in Plat Book 60, Pages 34 and 35, of the Public Records of Lee County, Florida;

and

Right-of-way parcel in South one-half of the northeast one-quarter lying west of Seminole Gulf Railway per Plat Book 60, Page 35, being parcel number 33-46-25-00-00015.0010, also described as:

A portion of land located in the northeast quarter of Section 33, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the southeast corner of Lot 5 of Corkscrew Village, as recorded in Plat Book 60 at Pages 34 and 35 of the Public Records of Lee County, Florida, the same being a point along the westerly right-of-way line of Seminole Gulf Railway, a 130.00 foot right-of-way, said point also being a point on a circular curve concave East, whose radius point bears north 83°23'13" East, a distance of 5,794.67 feet therefrom; thence run northerly along the easterly boundary line of said Lot 5, as well as said westerly right-of-way line of Seminole Gulf Railway and the arc of said curve to the right, having a radius of 5,794.67 feet, through a central angle of 01°11'25", subtended by a chord of 120.38 feet at a bearing of north 06°01'04" west, for an arc length of 120.38 feet to the end of said curve and to the point of beginning of the parcel of land herein described; thence run South 88°32'01" west, along the easterly line of said Lot 5, for a distance of 15.64 feet; thence run north 01°08'51" west, along the easterly line of said Lot 5, for a distance of 357.25 feet, to a point on said westerly right-of-way line of Seminole Gulf Railway, the same being a point on a circular curve concave East, whose radius point bears north 88°06'46" East, a distance of 5,794.67 feet therefrom; thence run southerly along said westerly right-of-way line and the arc of said curve to the left, having a radius of 5,794.67 feet, through a central angle of 03°32'08", subtended by a chord of 357.51 feet at a bearing of South 03°39'18" East, for a distance of 357.57 feet to the end of said curve and to the point of beginning of the parcel of land herein described, containing 0.049 acre (2,136 sq. ft.), more or less.

Together With:

All of the foregoing parcels are conveyed together with and subject to those Easements referred to in Development Agreement recorded in Book 2743, Page 67, as affected by Amendment recorded in Book 2759, Page 485 and Subordination Agreement recorded in Book 2893, Page 1279 and together with those easements in Declaration of Easements, Covenants and Restrictions for Corkscrew Village recorded in Book 2856, Page 3432, as amended in Book 3730, page 2796, Official Records Book 3615, page 229 and in Book 3550, page 2468, public records of Lee County, Florida.

**EXHIBIT "B"**

**Permitted Exceptions**

1. Rights or claims of tenants in possession pursuant to existing written leases, none of which provide for a right of first refusal or purchase option.
2. The lien of the taxes for the year 2007 and all subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of Corkscrew Village, recorded in Plat Book 60, Page 34 of the Public Records of Lee County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Easement recorded in Official Records Book 1930, Page 2242 of the Public Records of Lee County, Florida.
5. Terms and provisions contained in Covenant of Unified Control, recorded in Official Records Book 2088, Page 4655 of the Public Records of Lee County, Florida; as affected by: Covenant of Unified Control, recorded in Official Records Book 2088, Page 4658 of the Public Records of Lee County, Florida; Official Records Book 2088, Page 4661 of the Public Records of Lee County, Florida; Official Records Book 2088, Page 4664 of the Public Records of Lee County, Florida; Official Records Book 2088, Page 4667 of the Public Records of Lee County, Florida; Official Records Book 2088, Page 4671 of the Public Records of Lee County, Florida; and Official Records Book 2725, Page 2425 of the Public Records of Lee County, Florida.
6. Terms and provisions contained in Ordinance No. 86-14, recorded in Official Records Book 2189, Page 3281 of the Public Records of Lee County, Florida.
7. Terms and provisions contained in Notice of Development Order, recorded in Official Records Book 2212, Page 4622 of the Public Records of Lee County, Florida; and re-recorded in Official Records Book 2215, Page 1853 of the Public Records of Lee County, Florida.
8. Terms and conditions of the Agreement, recorded in Official Records Book 2321, Page 1629 of the Public Records of Lee County, Florida.
9. All of the terms and provisions set forth and contained in that certain Memorandum of Lease recorded in Official Records Book 2695, Page 1345 of the Public Records of Lee County, Florida; as affected by: First Amendment to Memorandum of Lease, recorded in Official Records Book 2767, Page 581 of the Public Records of Lee County, Florida; Subordination, Non-Disturbance and Attornment Agreement, recorded in Official Records Book 2907, Page 3930 of the Public Records of Lee County, Florida; Third

## Property Data

**STRAP: 33-46-25-E2-02000.0050 Folio ID: 10440699**

### Owner Of Record

FL-CORKSCREW VILLAGE LLC  
c/o PROPERTY TAX DEPT  
PO BOX 790830  
SAN ANTONIO TX 78279

### Site Address

21301 S TAMIAMI TRL  
ESTERO FL 33928

### Legal Description

CORKSCREW VILLAGE PB 60 PGS 34 + 35 LOT 5

### Classification / DOR Code

COMMUNITY SHOPPING CENTER / 16

### [ Tax Map Viewer ]



[ Pictometry Aerial Viewer ]

### Image of Structure



◀ Photo Date September of 2013 ▶

### Property Values (2014 Tax Roll)

<b>Just</b>	10,253,894
<b>Assessed</b>	10,253,894
<b>Portability Applied</b>	0
<b>Cap Assessed</b>	8,608,755
<b>Taxable</b>	8,608,755
<b>Cap Difference</b>	1,645,139

### Exemptions

<b>Homestead / Additional</b>	0 / 0
<b>Widow / Widower</b>	0 / 0
<b>Disability</b>	0
<b>Wholly</b>	0
<b>Senior</b>	0
<b>Agriculture</b>	0

### Attributes

(See Appraisal Details below for current values)

<b>Land Units Of Measure</b>	SF
<b>Units</b>	464756.00
<b>Frontage</b>	0
<b>Depth</b>	0
<b>Total Number of Buildings</b>	3
<b>Total Bedrooms / Fixtures</b>	0 / 66.0
<b>Total Living Area</b>	81,819
<b>1st Year Building on Tax Roll</b>	1997
<b>Historic District</b>	No

## Property Value History

Tax Year	Just	Market Assessed	Capped Assessed	Taxable	Source
1998	4,449,580	4,449,580	4,449,580	4,449,580	ROLL
1999	5,631,220	5,631,220	5,631,220	5,631,220	ROLL
2000	5,965,440	5,965,440	5,965,440	5,965,440	ROLL
2001	6,381,620	6,381,620	6,381,620	6,381,620	E&I
2002	6,399,180	6,399,180	6,399,180	6,399,180	ROLL
2003	6,399,180	6,399,180	6,399,180	6,399,180	ROLL
2004	6,568,100	6,568,100	6,568,100	6,568,100	ROLL
2005	7,269,670	7,269,670	7,269,670	7,269,670	ROLL
2006	7,946,230	7,946,230	7,946,230	7,946,230	ROLL
2007	8,671,110	8,671,110	8,671,110	8,671,110	ROLL
2008	8,871,620	8,871,620	8,871,620	8,871,620	ROLL
2009	6,893,530	6,893,530	6,893,530	6,893,530	SOH
2010	6,810,318	6,810,318	6,810,318	6,810,318	SOH
2011	6,467,885	6,467,885	6,467,885	6,467,885	SOH
2012	8,254,377	8,254,377	7,114,674	7,114,674	SOH
2013	9,500,000	9,500,000	9,500,000	7,826,141	E&I
2014	10,253,894	10,253,894	8,608,755	8,608,755	SOH

The **Just** value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to Fair Market Value we produce and is dated as of January 1st of the tax year in question (F.A.C. 12D-1.002).

The **Market Assessed** value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the Highest and Best Use standard or the Present Use standard (E.S. 193.011). For Agriculturally Classified parcels (or parts thereof), only agricultural uses are considered in the assessment (E.S. 193.461 (6) (a)). The difference between the Highest and Best Use/Present Use and the Agricultural Use is often referred to as the Agricultural Exemption.  
(i.e. Market Assessed = Just - Agricultural Exemption)

The **Capped Assessed** value is the Market Assessment after any Save Our Homes or 10% Assessment Limitation cap is applied. This assessment cap is applied to all properties and limits year-to-year assessment increases to either the Consumer Price Index or 3%, whichever is lower for Homestead properties OR 10% for non-Homestead properties.

The **Taxable** value is the Capped Assessment after exemptions (Homestead, etc.) are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes.  
(i.e. Taxable = Capped Assessed - Exemptions)

## Taxing Authorities

/ 316

Name / Code

Category

Mailing Address

## Sales / Transactions

Sale Price	Date	OR Number	Type	Description	Vacant/Improved
				<b>Sales disqualified as a result of examination of the deed</b> Disqualified (Multiple STRAP # - 01,03,04,07)	
100.00	06/20/2007	<a href="#">2007000206001</a>	04	There are 3 additional parcel(s) with this document (may have been split after the transaction date)... <a href="#">33-46-25-E2-0200A.00CE</a> <a href="#">33-46-25-E2-0200B.0000</a> <a href="#">33-46-25-E2-U1954.2353</a>	I
580,100.00	03/26/1996	<a href="#">2689/1248</a>	03	<b>Sales disqualified as a result of examination of the deed</b> Disqualified (Interest Sales / Court Docs / Government)	I
2,050,000.00	03/06/1996	<a href="#">2684/1224</a>	04	<b>Sales disqualified as a result of examination of the deed</b> Disqualified (Multiple STRAP # - 01,03,04,07)	I

## Building/Construction Permit Data

Permit Number	Permit Type	Date
<a href="#">199712408</a>	Commercial	12/17/1997
<a href="#">COM2011-01553</a>	Building Remodel / Repair	01/23/2012
<a href="#">199612592</a>	Commercial	12/17/1996
<a href="#">DEM2014-00039</a>	Demolition	03/12/2014
<a href="#">COM2010-00817</a>	Building Remodel / Repair	08/05/2010
<a href="#">DEM2007-00134</a>	Demolition	06/01/2007
<a href="#">199800191</a>	Commercial	01/08/1998
<a href="#">COM2015-00720</a>	Building Remodel / Repair	04/28/2015
<a href="#">FIR2007-01162</a>	Building Miscellaneous	06/13/2007
<a href="#">199710707</a>	Commercial	10/29/1997
<a href="#">COM2013-00993</a>	Building Remodel / Repair	07/11/2013
<a href="#">COM2001-01007</a>	Building Remodel / Repair	07/19/2001
<a href="#">199711613</a>	Commercial	11/24/1997
<a href="#">COM2008-00770</a>	Building Remodel / Repair	07/08/2008
<a href="#">COM2004-00383</a>	Building Remodel / Repair	05/04/2004
<a href="#">COM2014-00488</a>	Building Remodel / Repair	04/25/2014
<a href="#">COM2002-01450</a>	Building Remodel / Repair	10/28/2002
<a href="#">COM2006-03657</a>	Building Miscellaneous	12/14/2006
<a href="#">199800166</a>	Commercial	01/07/1998
<a href="#">199612593</a>	Commercial	12/17/1996
<a href="#">199612589</a>	Commercial	12/17/1996
<a href="#">199803975</a>	Commercial	04/27/1998
<a href="#">199812089</a>	Commercial	12/10/1998
<a href="#">COM2009-00770</a>	Building Remodel / Repair	09/01/2009

**IMPORTANT INFORMATION: THIS MAY NOT BE A COMPREHENSIVE OR TIMELY LISTING OF PERMITS ISSUED FOR THIS PROPERTY.**

Note: The Lee County Property Appraiser's Office does not issue or maintain any permit information. The Building/Construction permit data displayed here represents only those records this Office may find necessary to conduct Property Appraiser business. Use of this information is with the understanding that in no way is this to be considered a comprehensive listing of permits for this or any other parcel.

The Date field represents the date the property appraiser received information regarding permit activity; it may or not represent the actual date of permit issuance or completion.

Full, accurate, active and valid permit information for parcels can only be obtained from the appropriate permit issuing agency.

### Parcel Numbering History

Prior STRAP	Prior Folio ID	Renumber Reason	Renumber Date
33-46-25-00-00015.0000	10275646	Split (From another Parcel)	12/01/1997
33-46-25-02-00000.0050	N/A	Reserved for Renumber ONLY	01/14/2015

### Location Information

Township	Range	Section	Block	Lot
46	25E	33		
Municipality	Latitude		Longitude	
Village of Estero	26.42996		-81.80817	

Links

[View Parcel on Google Maps](#)

[View Parcel on GeoView](#)

### Solid Waste (Garbage) Roll Data

Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
003 - Service Area 3	C - Commercial Category	C	85776	765.86
Garbage		Collection Days	Recycling	Horticulture

### Flood and Storm Information

Storm Surge Zone	Evacuation Zone	Flood Insurance [ FIRM Look-up ]			
		Community	Panel	Version	Date
		125124			

### Appraisal Details

Land					
Land Tracts					
Use Code	Use Code Description	Depth	Frontage	Number of Units	Unit of Measure
1600	Shopping Center, Community	0	0	464756.00	Square Feet
Land Features					
Description			Year Added	Units	
BLACK TOP - IMPROVED			1997	145,364	
BLACK TOP - IMPROVED			1997	92,604	
SLAB - CONCRETE			1997	1,026	
WALL - DECORATIVE - C.B.S.			1997	786	

### Buildings

#### Building 1 of 3

#### Building Characteristics

Improvement Type	Model Type	Stories	Living Units
------------------	------------	---------	--------------

39 - shopping center - community

4 - commercial

1.0

1

**Bedrooms**

**Fixtures**

**Year Built**

**Effective Year Built**

0

8.0

1997

1997

**Building Subareas**

Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	2,302
BAS - BASE	Y	4,620
FOP - FINISHED OPEN PORCH	N	1,519

**Building Features**

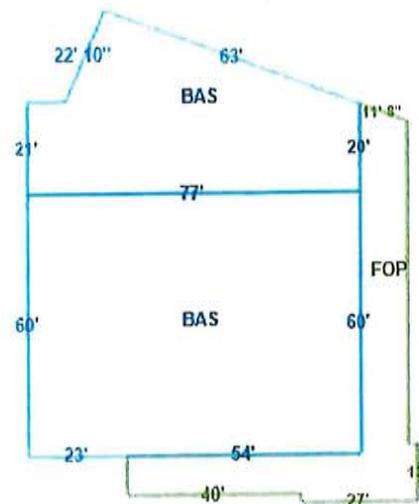
Description	Year Added	Units
SPRINKLER SYSTEM (INTERIOR)	1997	8,411

**Building Front Photo**



**Photo Date : September of 2013**

**Building Footprint**



**Building 2 of 3**

**Building Characteristics**

**Improvement Type**

**Model Type**

**Stories**

**Living Units**

42 - supermarket

4 - commercial

1.0

0

**Bedrooms**

**Fixtures**

**Year Built**

**Effective Year Built**

0

22.0

1997

2002

**Building Subareas**

Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	51,297
FOP - FINISHED OPEN PORCH	N	5,423
PTO - PATIO	N	1,778
PTO - PATIO	N	385
ULP - UNFINISHED LOADING PLATFORM	N	2,349
UST - UNFINISHED UTILITY	N	363

**Building Features**

Description	Year Added	Units
SPRINKLER SYSTEM (INTERIOR)	1997	56,720
OVERHEAD DOOR - SMALL LESS THAN 10X10	1997	2



BAS - BASE	Y	1,400
BAS - BASE	Y	2,468
BAS - BASE	Y	2,342
BAS - BASE	Y	1,254
BAS - BASE	Y	1,254
BAS - BASE	Y	1,254
BAS - BASE	Y	1,254
BAS - BASE	Y	1,524
BAS - BASE	Y	1,524
FOP - FINISHED OPEN PORCH	N	2,752
FOP - FINISHED OPEN PORCH	N	1,154
FST - FINISHED UTILITY	N	143
FST - FINISHED UTILITY	N	50

**Building Features**

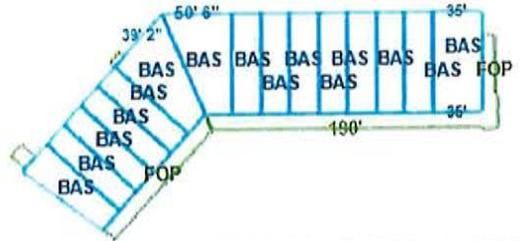
Description	Year Added	Units
SPRINKLER SYSTEM (INTERIOR)	1997	27,479

**Building Front Photo**

**Building Footprint**



**Photo Date : September of 2013**



This instrument was prepared without  
opinion of title by and after recording  
return to:

David C. Cook, Esq.  
Foley & Lardner LLP  
One Independent Drive, Suite 1300  
Jacksonville, Florida 32202  
(904) 359-2000

(Space above this line for recording data)

Tax Identification Nos.      33-46-25-02-00000.0050;  
   33-46-25-02-0000A.00CE.0;  
   33-46-25-02-0000B.0000  
   33-46-25-00-00015.0010

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made the 20<sup>th</sup> day of June, 2007, by  
**CORKSCREW VILLAGE PARTNERS, LTD.**, a Florida limited partnership, whose address  
is 212 East Third Street, Suite 300, Cincinnati, OH 45202-3505 (the "Grantor"), to **U.S. BANK  
TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF REGENCY/NAP TRUST II**, a  
Delaware statutory trust (the "Grantee"), whose address is One Independent Drive, Suite 114,  
Jacksonville, Florida 32202:

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

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

See Exhibit A attached hereto and made a part hereof.

This conveyance is subject to real estate taxes for the current and subsequent years and those  
matters set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted  
Exceptions"). The reference herein to Permitted Exceptions shall not reimpose same.

**CLERK'S NOTE: GRANTOR IS THE SOLE BENEFICIARY OF REGENCY/NAP TRUST II.  
THE GRANTEE IS NOT PAYING ANY CONSIDERATION FOR THIS CONVEYANCE.  
ACCORDINGLY, PURSUANT TO RULE 12B-4.013(32)(a) OF THE FLORIDA  
ADMINISTRATIVE CODE, NO DEED DOCUMENTARY STAMP TAXES ARE REQUIRED TO  
BE PAID IN CONNECTION WITH THE RECORDATION OF THIS SPECIAL WARRANTY  
DEED OTHER THAN THE MINIMUM \$.70.**

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

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land subject to the Permitted Exceptions and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

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

Signed, sealed and delivered:  
In our presence:

**CORKSCREW VILLAGE PARTNERS,  
LTD.**, a Florida limited partnership

By: Corkscrew Partners, Inc., a Florida corporation, its general partner

[Signature]  
Witness Name: GREG BROWN

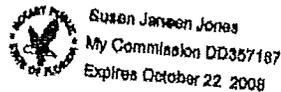
[Signature]  
Witness Name: SUSAN JANEEN JONES

By: [Signature]  
Name: DALE G. HARRIS  
Title: SECRETARY

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2007, by Dale G. Harris ~~Secretary~~ Secretary of Corkscrew Partners, Inc., a Florida corporation, the general partner of Corkscrew Village Partners, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me.

[Signature]  
Notary Public, State of Florida  
Name: SUSAN JANEEN JONES



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**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 5 and Tracts "A" and "B", Corkscrew Village, according to the plat thereof recorded in Plat Book 60, Pages 34 and 35, of the Public Records of Lee County, Florida;

and

Right-of-way parcel in South one-half of the northeast one-quarter lying west of Seminole Gulf Railway per Plat Book 60, Page 35, being parcel number 33-46-25-00-00015.0010, also described as:

A portion of land located in the northeast quarter of Section 33, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the southeast corner of Lot 5 of Corkscrew Village, as recorded in Plat Book 60 at Pages 34 and 35 of the Public Records of Lee County, Florida, the same being a point along the westerly right-of-way line of Seminole Gulf Railway, a 130.00 foot right-of-way, said point also being a point on a circular curve concave East, whose radius point bears north 83°23'13" East, a distance of 5,794.67 feet therefrom; thence run northerly along the easterly boundary line of said Lot 5, as well as said westerly right-of-way line of Seminole Gulf Railway and the arc of said curve to the right, having a radius of 5,794.67 feet, through a central angle of 01°11'25", subtended by a chord of 120.38 feet at a bearing of north 06°01'04" west, for an arc length of 120.38 feet to the end of said curve and to the point of beginning of the parcel of land herein described; thence run South 88°32'01" west, along the easterly line of said Lot 5, for a distance of 15.64 feet; thence run north 01°08'51" west, along the easterly line of said Lot 5, for a distance of 357.25 feet, to a point on said westerly right-of-way line of Seminole Gulf Railway, the same being a point on a circular curve concave East, whose radius point bears north 88°06'46" East, a distance of 5,794.67 feet therefrom; thence run southerly along said westerly right-of-way line and the arc of said curve to the left, having a radius of 5,794.67 feet, through a central angle of 03°32'08", subtended by a chord of 357.51 feet at a bearing of South 03°39'18" East, for a distance of 357.57 feet to the end of said curve and to the point of beginning of the parcel of land herein described, containing 0.049 acre (2,136 sq. ft.), more or less.

**Together With:**

All of the foregoing parcels are conveyed together with and subject to those Easements referred to in Development Agreement recorded in Book 2743, Page 67, as affected by Amendment recorded in Book 2759, Page 485 and Subordination Agreement recorded in Book 2893, Page 1279 and together with those easements in Declaration of Easements, Covenants and Restrictions for Corkscrew Village recorded in Book 2856, Page 3432, as amended in Book 3730, page 2796, Official Records Book 3615, page 229 and in Book 3550, page 2468, public records of Lee County, Florida.

**EXHIBIT "B"**

**Permitted Exceptions**

1. Rights or claims of tenants in possession pursuant to existing written leases, none of which provide for a right of first refusal or purchase option.
2. The lien of the taxes for the year 2007 and all subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of Corkscrew Village, recorded in Plat Book 60, Page 34 of the Public Records of Lee County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Easement recorded in Official Records Book 1930, Page 2242 of the Public Records of Lee County, Florida.
5. Terms and provisions contained in Covenant of Unified Control, recorded in Official Records Book 2088, Page 4655 of the Public Records of Lee County, Florida; as affected by: Covenant of Unified Control, recorded in Official Records Book 2088, Page 4658 of the Public Records of Lee County, Florida; Official Records Book 2088, Page 4661 of the Public Records of Lee County, Florida; Official Records Book 2088, Page 4664 of the Public Records of Lee County, Florida; Official Records Book 2088, Page 4667 of the Public Records of Lee County, Florida; Official Records Book 2088, Page 4671 of the Public Records of Lee County, Florida; and Official Records Book 2725, Page 2425 of the Public Records of Lee County, Florida.
6. Terms and provisions contained in Ordinance No. 86-14, recorded in Official Records Book 2189, Page 3281 of the Public Records of Lee County, Florida.
7. Terms and provisions contained in Notice of Development Order, recorded in Official Records Book 2212, Page 4622 of the Public Records of Lee County, Florida; and re-recorded in Official Records Book 2215, Page 1853 of the Public Records of Lee County, Florida.
8. Terms and conditions of the Agreement, recorded in Official Records Book 2321, Page 1629 of the Public Records of Lee County, Florida.
9. All of the terms and provisions set forth and contained in that certain Memorandum of Lease recorded in Official Records Book 2695, Page 1345 of the Public Records of Lee County, Florida; as affected by: First Amendment to Memorandum of Lease, recorded in Official Records Book 2767, Page 581 of the Public Records of Lee County, Florida; Subordination, Non-Disturbance and Attornment Agreement, recorded in Official Records Book 2907, Page 3930 of the Public Records of Lee County, Florida; Third

Amendment to Memorandum of Lease, recorded in Official Records Book 3722, Page 4088 of the Public Records of Lee County, Florida; re-recorded in Official Records Book 3754, Page 3407 of the Public Records of Lee County, Florida; Second Amendment to Memorandum of Lease, recorded in Official Records Book 3516, Page 2020 of the Public Records of Lee County, Florida; and in Subordination, Non-Disturbance and Attornment Agreement, recorded as Instrument No. 2006000339904 in the Public Records of Lee County, Florida.

10. Terms and conditions of the Development Agreement, recorded in Official Records Book 2743, Page 67 of Lee County; as affected by: Amendment to Development Agreement, recorded in Official Records Book 2759, Page 485 of Lee County; and Subordination Agreement, recorded in Official Records Book 2893, Page 1279 of Lee County.
11. Terms and provisions contained in Notice of Development Order Approval, recorded in Official Records Book 2767, Page 1436 of the Public Records of Lee County, Florida; as affected by: Corrective Notice of Development Order Approval, recorded in Official Records Book 2837, Page 635 of the Public Records of Lee County, Florida.
12. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 2800, Page 262 of the Public Records of Lee County, Florida.
13. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 2827, Page 3960 of the Public Records of Lee County, Florida; as affected by: Corrective Easement, recorded in Official Records Book 2915, Page 1587 of the Public Records of Lee County, Florida; and Corrective Easement, recorded in Official Records Book 2935, Page 2782 of the Public Records of Lee County, Florida.
14. Easement recorded in Official Records Book 2853, Page 851 of the Public Records of Lee County, Florida.
15. Grant of Utility Easement, recorded in Official Records Book 2854, Page 1665 of the Public Records of Lee County, Florida.
16. Declaration of Easements, Covenants and Restrictions for Corkscrew Village, recorded in Official Records Book 2856, Page 3432 of the Public Records of Lee County, Florida; as affected by: Second Amendment to Declaration of Easements, Covenants and Restrictions for Corkscrew Village, recorded in Official Records Book 3730, Page 2796 of the Public Records of Lee County, Florida; Corrective Consent to First Amendment to Declaration of Easements, Covenants and Restrictions for Corkscrew Village, recorded in Official Records Book 3615, Page 229 of the Public Records of Lee County, Florida; and First Amendment to Declaration of Easements, Covenants and Restrictions for Corkscrew Village, recorded in Official Records Book 3550, Page 2468 of the Public Records of Lee County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
17. Easement recorded in Official Records Book 2881, Page 3044 of the Public Records of

Lee County, Florida (Tract A only).

18. Mortgage, executed by Corkscrew Village Partners, Ltd., a Florida limited partnership in favor of SunTrust Bank, Southwest Florida, a Florida corporation, recorded in Official Records Book 2789, Page 2762 of the Public Records of Lee County, Florida; as affected by: Assignment of Note, Mortgage and Loan Documents, recorded in Official Records Book 2904, Page 1134 of the Public Records of Lee County, Florida; Notice of Receipt of Future Advance, recorded in Official Records Book 2904, Page 1137 of the Public Records of Lee County, Florida; Amended and Restated Mortgage, Security Agreement and Fixture Filing, recorded in Official Records Book 2904, Page 1139 of the Public Records of Lee County, Florida; and Modification of Mortgage and Assignment and Notice of Receipt of Future Advance, recorded as Instrument No. 2006000306092 in the Public Records of Lee County, Florida.
19. Assignment of Rents and Leases from Corkscrew Village Partners, Ltd, a Florida Limited Partnership to Suntrust Bank, Southwest Florida recorded February 6, 1997, in Official Records Book 2789, Page 2774 of the Public Records of Lee County, Florida and Assigned by Official Records Book 2904, Page 1183 of the Public Records of Lee County, Florida.
20. UCC-1 Financing Statement naming Suntrust Bank, Southwest Florida, a Florida corporation and state-chartered bank as secured party and Corkscrew Village Partners, Ltd, a Florida Limited Partnership as debtor, filed February 6, 1997, recorded in Official Records Book 2789, Page 2781 of the Public Records of Lee County, Florida and Assigned by Official Records Book 2904, Page 1136 of the Public Records of Lee County, Florida, and re-recorded in Official Records Book 2922, Page 1407 of the Public Records of Lee County, Florida, and Amended in Official Records Book 2907, Page 3925 of the Public Records of Lee County, Florida.
21. Assignment of Rents and Leases from Corkscrew Village Partners, Ltd, a Florida Limited Partnership to Metropolitan Life Insurance Company recorded March 1, 2002, in Official Records Book 3587, Page 673 of the Public Records of Lee County, Florida.
22. Survey prepared by Q. Grady Minor and Associates, PA, Drawing Number C-3453-1, dated 04/27/07, shows: concrete light poles throughout, curb and asphalt encroaching out north; boundary; building encroachment 1.7' and 1.0 into easement in OR 2827, page 3906, irrigation meter; gas storage tank, compactor, sump pump, (as to Lot 5); water valves (as to Tract A).
23. Landlord's Notice of No Construction Liens recorded in the records of Lee County Florida in Official Records Book 2796, Page 1133.



## Detail by Entity Name

### Foreign Limited Liability Company

FL-CORKSCREW VILLAGE, LLC

### Filing Information

Document Number	M07000002536
FEI/EIN Number	208937836
Date Filed	05/01/2007
State	DE
Status	ACTIVE

### Principal Address

ONE INDEPENDENT DRIVE  
SUITE 114  
JACKSONVILLE, FL 32202-5019

Changed: 04/20/2009

### Mailing Address

ONE INDEPENDENT DRIVE  
SUITE 114  
JACKSONVILLE, FL 32202-5019

Changed: 04/20/2009

### Registered Agent Name & Address

F&L CORP  
ONE INDEPENDENT DRIVE STE 1300  
JACKSONVILLE, FL 32202

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

FL-CORKSCREW VILLAGE MEMBER, LLC  
ONE INDEPENDENT DRIVE STE 114  
JACKSONVILLE, FL 32202-5019

### Annual Reports

Report Year	Filed Date
2013	04/22/2013

2014	04/22/2014
2015	04/08/2015

### **Document Images**

<a href="#">04/08/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/22/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/22/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/13/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/19/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/25/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/2007 -- Foreign Limited</a>	View image in PDF format

Prepared by and Return to:

David C. Cook, Esquire  
Foley & Lardner LLP  
One Independent Drive  
Jacksonville, FL 32202  
040521/0275

### TRUSTEE'S AFFIDAVIT

STATE OF DELAWARE

COUNTY OF NEW CASTLE

Before me, the undersigned, a notary public, personally appeared **MILDRED F. SMITH** (the "Affiant"), who being first duly sworn, deposes and says:

1. Affiant is a Vice President of U.S. Bank Trust National Association (the "Trustee").
2. U.S. Bank Trust National Association, is the trustee of that certain Delaware statutory trust known as Regency/NAP Trust II (the "Trust"). The Trust owns the property located in Lee County, Florida, and more particularly described on Exhibit A attached hereto (the "Property"). Corkscrew Village Partners, Ltd., a Florida limited partnership, is the Sponsor and sole beneficiary of the Trust.
3. The Trust Agreement dated June 18, 2007 (the "Agreement"), represents the entire agreement of the Trust; is true, complete and current; is in full force and effect as of the date hereof without modification, and there are no other agreements, oral or written, which establish or limit the power or authority of the Trust or of the Trustee.
4. The Trust has been in continuous existence from June 18, 2007 through and including the effective date of the Merger (as defined herein).
5. No dissolution of bankruptcy or insolvency proceedings with respect to the Trust or Trustee have been commenced.

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Registration TXu 1-072-288, effective 11/20/02

6. Pursuant to the terms of the Agreement, the Trustee has the power and authority to merge the Trust with other entities and the Trustee consents to and approves the merger of the Trust with and into FL-Corkscrew Village, LLC, a Delaware limited liability company.

7. Pursuant to the terms of the Agreement, the Trustee has the power and authority to enter into agreements for the merger (the "Merger") of the Trust with and into another business entity and the Trustee consents to and approves the merger of the Trust with and into FL-Corkscrew Village, LLC, a Delaware limited liability company, with FL-Corkscrew Village, LLC, a Delaware limited liability company, being the surviving business entity. Section 2(b)(vi) of the Agreement provides in part that "the Trust shall have the power and authority ... to enter into ... agreements for the merger or consolidation of the Trust with and into another business entity ..."

8. Attached hereto as Exhibit B is a letter from Corkscrew Village Partners, Ltd., a Florida limited partnership, approving the Merger.

Further, Affiant sayeth not.

U.S. BANK TRUST NATIONAL  
ASSOCIATION, AS TRUSTEE OF  
REGENCY/NAP TRUST II

By: Mildred F. Smith  
Mildred F. Smith  
Its Vice President

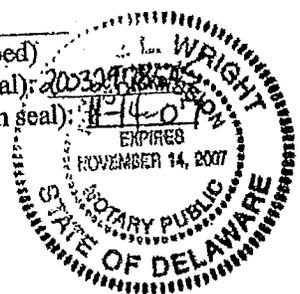
STATE OF DELAWARE  
COUNTY OF NEW CASTLE

The foregoing instrument was acknowledged before me this 18th day of June, 2007, by Mildred F. Smith, the Vice President of U.S. Bank Trust National Association. Such person: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current \_\_\_\_\_ driver's license as identification.
- produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

*[Signature]*  
 Signature of Notary  
Janice L. Wright  
 Name of Notary (Typed, Printed or Stamped)  
 Commission Number (if not legible on seal): 2053990867  
 My Commission Expires (if not legible on seal): 11-14-07



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 5 and Tracts "A" and "B", Corkscrew Village, according to the plat thereof recorded in Plat Book 60, Pages 34 and 35, of the Public Records of Lee County, Florida;

and

Right-of-way parcel in South one-half of the northeast one-quarter lying west of Seminole Gulf Railway per Plat Book 60, Page 35, being parcel number 33-46-25-00-00015.0010, also described as:

A portion of land located in the northeast quarter of Section 33, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the southeast corner of Lot 5 of Corkscrew Village, as recorded in Plat Book 60 at Pages 34 and 35 of the Public Records of Lee County, Florida, the same being a point along the westerly right-of-way line of Seminole Gulf Railway, a 130.00 foot right-of-way, said point also being a point on a circular curve concave East, whose radius point bears north 83°23'13" East, a distance of 5,794.67 feet therefrom; thence run northerly along the easterly boundary line of said Lot 5, as well as said westerly right-of-way line of Seminole Gulf Railway and the arc of said curve to the right, having a radius of 5,794.67 feet, through a central angle of 01°11'25", subtended by a chord of 120.38 feet at a bearing of north 06°01'04" west, for an arc length of 120.38 feet to the end of said curve and to the point of beginning of the parcel of land herein described; thence run South 88°32'01" west, along the easterly line of said Lot 5, for a distance of 15.64 feet; thence run north 01°08'51" west, along the easterly line of said Lot 5, for a distance of 357.25 feet, to a point on said westerly right-of-way line of Seminole Gulf Railway, the same being a point on a circular curve concave East, whose radius point bears north 88°06'46" East, a distance of 5,794.67 feet therefrom; thence run southerly along said westerly right-of-way line and the arc of said curve to the left, having a radius of 5,794.67 feet, through a central angle of 03°32'08", subtended by a chord of 357.51 feet at a bearing of South 03°39'18" East, for a distance of 357.57 feet to the end of said curve and to the point of beginning of the parcel of land herein described, containing 0.049 acre (2,136 sq. ft.), more or less.

**Together With:**

All of the foregoing parcels are conveyed together with and subject to those Easements referred to in Development Agreement recorded in Book 2743, Page 67, as affected by Amendment recorded in Book 2759, Page 485 and Subordination Agreement recorded in Book 2893, Page 1279 and together with those easements in Declaration of Easements, Covenants and Restrictions for Corkscrew Village recorded in Book 2856, Page 3432, as amended in Book 3730, page 2796, Official Records Book 3615, page 229 and in Book 3550, page 2468, public records of Lee County, Florida.



407-244-5670

HEATHER.RAMOS@GRAY-ROBINSON.COM

## MEMORANDUM

**TO:** Lee County Community Development

**FROM:** Heather M. Ramos

**DATE:** May 28, 2015

**SUBJECT:** Written Narrative -- Publix Super Markets, Inc., Application to Amend the Corkscrew Village Commercial Planned Development

---

**Requested Action:** Publix Super Markets, Inc., is requesting an amendment to the schedule of uses for the Corkscrew Village Commercial Planned Development to add a "package store" use to the schedule of uses.

**Background for Request:** Publix desires to open and operate a Publix package liquor store in the Corkscrew Village Shopping Center, in an already built-out location in the shopping center next to the existing Publix grocery store.

The Publix grocery store in the shopping center opened on October 2, 1997, and throughout the years has always sold and currently sells beer and wine. Publix supermarket employees and management have received numerous customer requests for the convenience of the added service of liquor sales in order to complete customer's full shopping needs in one shopping trip. The package liquor store will offer Publix customers (and other customers in the shopping center) the added service and convenience.

If the request is granted, the liquor store would be located in an existing, built-out space in the Corkscrew Village Shopping Center immediately next to the grocery store (space 130 on the shopping center site plan behind **Tab E**). The liquor store would be owned and operated by Publix Super Markets, Inc., and the manager of the Publix grocery store would also serve as the manager of the Publix liquor store.

Publix will operate the proposed liquor store in a manner that continues to support community values by ensuring that employees are properly trained in order to prevent underage alcohol sales and so that the store itself is kept and maintained as clean and orderly as the Publix supermarket.

Lee County, Zoning Director  
May 28, 2015  
Page 2

**Location of the Corkscrew Village Commercial Planned Development:** The CPD is located in the Village of Estero. Rather than hold a public information session before submitting the amendment application to Lee County, Village of Estero Vice-Mayor Howard Levitan requested that we submit the application package to Lee County for a determination of sufficiency. Accordingly, we have not yet held an informational meeting (or any other type of meeting) on this issue in the Village of Estero.



46           **WHEREAS**, under the provisions of Ordinance 2015-01 of the Village of Estero, the  
47 Planning and Zoning Board has been delegated the authority to make determinations with  
48 respect to all applications for administrative actions; and

49  
50           **WHEREAS**, the following findings of fact are offered:

- 51
- 52           1. The proposed use will not generate any additional traffic as retail use has  
53           been a permitted use within the planned development since the original  
54           zoning approval; and
  - 55           2. The proposed use will not generate the need for additional parking spaces;  
56           and
  - 57           3. The approval of this amendment does not result in the substantial  
58           underutilization of public resources and public infrastructure committed to  
59           the support of the development; and
  - 60           4. The amendment does not result in a reduction of total open space provided  
61           on the master concept plan by more than ten percent or that would decrease  
62           the amount of indigenous native vegetation or open space required by the  
63           Code; and
  - 64           5. The amendment does not decrease preservation areas, buffers, or  
65           landscaping areas, and
  - 66           6. The amendment and deviation are not expected to adversely impact  
67           surrounding land uses. The religious facility (Happehatchee Center) is  
68           located across a major roadway (Corkscrew Road).
  - 69           7. The Planning and Zoning Board has taken action at a duly constituted public  
70           hearing after due public notice.

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73           **NOW, THEREFORE, IT IS HEREBY DETERMINED** that the application for  
74 administrative approval for an amendment to planned development zoning to add the use of  
75 Package Store and the deviation to reduce the setback from 500 feet to 371.85 feet are  
76 APPROVED, subject to the following conditions:

- 77
- 78           1. The use of Package Store is added to the permitted uses within this planned  
79           development and is limited to operating hours of 10:00 AM through 9:00 PM Monday  
80           through Saturday, and 10:00 AM through 8:00 PM Sunday.
  - 81  
82           2. The approval is limited to unit 130 of the shopping center.
  - 83  
84           3. If it is determined that inaccurate or misleading information was provided to the staff  
85           or the Planning and Zoning Board, or if this decision does not comply with the LDC  
86           when rendered, then, at any time, the Planning and Zoning Board may issue a modified  
87           decision that complies with the Code or revoke the decision. If the approval is revoked,  
88           the applicant may acquire the necessary approvals by filing an application for public  
89           hearing in accordance with LDC Chapter 34.
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**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

**VILLAGE OF ESTERO, FLORIDA  
PLANNING AND ZONING BOARD**

\_\_\_\_\_  
Roger Strelow, Chairman

Attest:

By: \_\_\_\_\_  
Kathy Hall, MMC  
Village Clerk

Reviewed for legal sufficiency

By: \_\_\_\_\_  
Nancy Stroud, Esq.

**Vote:**

Roger Strelow	Yes ___	No ___
David Crawford	Yes ___	No ___
Ned Dewhirst	Yes ___	No ___
Marlene Naratil	Yes ___	No ___
Jeff Maas	Yes ___	No ___
Scotty Wood	Yes ___	No ___
Ryan Binkowski	Yes ___	No ___

Exhibits:

- A – Legal Description
- B – Master Concept Plan

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 5, CORKSCREW VILLAGE, A SUBDIVISION, LOCATED IN SECTION 33,  
TOWNSHIP 46 SOUTH, RANGE 25 EAST, ACCORDING TO THE PLAT THEREOF ON  
FILE AND RECORDED IN PLAT BOOK 60, PAGE 34 AND 35 OF THE PUBLIC  
RECORDS OF LEE COUNTY, FLORIDA.

**APPROVED**  
**ADD2015-00088**  
**Chick Jakacki, Planner**  
**Lee Co Division of Zoning**  
**5/29/2015**

**STRAP NUMBER**

33-46-25-E2-02000.0050

