



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

January 2, 2026

Mr. Adam Mendez, Principal Planner
Zoning Section
Lee County Department of Community Development
1500 Monroe Street, 2nd Floor
Fort Myers, FL 33901

RE: First Auto Credit Dealership
Section 7, Township 46 South, Range 24 East, Lee County
Haley Ward Project Number 2012344.002(25-11)

Dear Mr. Mendez:

Per your earlier E-Mail on March 3rd, 2025, enclosed herewith is an "Application for Conventional Rezoning Public Hearing" for the above referenced project located in the Iona McGregor (#12) Planning Community in Lee County, Florida.

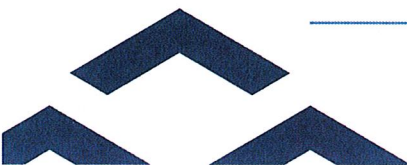
The owner proposes to rezone the subject site from Community Commercial District (CC) to a General Commercial District (CG) to allow for the development of a car dealership use within the subject site.

There will be no variances requested with this application.

The following items are included for your review:

1. A check for the Application Filing Fee in the amount of \$2,500.00.
2. "Application for Conventional Rezoning Public Hearing".
3. Affidavit of Authorization.
4. Disclosure of Interest Affidavit.
5. Letter of Authorization.
6. Letter of Ownership.
7. Legal Description.
8. Sketch To Accompany Description.
9. Title Insurance Policy with supporting documents regarding the LLC & the Authorized Agent.
10. Surrounding Properties Owners List.
11. Surrounding Properties Owners Map.
12. Surrounding Properties Owners Mailing Labels.
13. Request Statement Narrative.

Mr. Adam Mendez, Principal Planner | Rezoning Submittal | 2012344.002(25-11) | 01.02.2026 | Page 1



13041 McGregor Boulevard, Fort Myers, FL 33919
T: 239.481.1331 | HALEYWARD.COM



14. Letter of Availability.
15. Site Location Map.
16. Parcel Aerial Exhibit.
17. Parcel Current Zoning Exhibit.
18. Boundary & Topographic Survey.

If you should have any questions regarding any of the above, please do not hesitate to call me.

Very truly yours,

HALEY WARD, INC.

Ahmad R. Kareh, P.E., M.S.C.E.
Senior Vice President & Regional Manager
ARK/js

Enclosures

cc: Mr. David C. Likens, Managing Member
DK Florida Properties, LLC
w/enclosures



APPLICATION FOR CONVENTIONAL REZONING PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: First Auto Credit Dealership

Request: ☒ Rezoning from: Commercial Community District (CC) **To:** General Commercial District (CG)
☐ Variance included? ☒ **NO** ☐ **YES**¹ for: _____
☐ Special Exception included? ☒ **NO** ☐ **YES**¹ for: _____
☐ Bonus Density included? ☒ **NO** ☐ **YES**² for: _____ Bonus Units
¹ If **YES**, submit applicable application and fee
² If **YES**, submit additional fee required by LDC 2-147(A)(3)

PART 1 APPLICANT/AGENT INFORMATION

- A. Name of Applicant:** Haley Ward, Inc. / Ahmad R. Kareh, P.E.
 Address: 13041 McGregor Boulevard
 City, State, Zip: Fort Myers, FL 33919
 Phone Number: (239) 481-1331 E-mail: akareh@haleyward.com
- B. Relationship of Applicant to owner (check one) and provide [Affidavit of Authorization](#) form:**
☐ Applicant is the sole owner of the property. [34-201(a)(1)a.1.]
☒ Applicant has been authorized by the owner(s) to represent them for this action. [34-202(a)(3)]
☐ Application is County initiated. Attach BOCC authorization.
- C. Authorized Agent: (If different than applicant) Name of the person who is to receive all County-initiated correspondence regarding this application. [34-202(a)(4)]**
 1. Company Name: Haley Ward, Inc.
 Contact Person: Ahmad R. Kareh, P.E., M.S.C.E.
 Address: 13041 McGregor Boulevard
 City, State, Zip: Fort Myers, FL 33919
 Phone Number: 239-481-1331 Email: akareh@haleyward.com
 2. **[Additional Agent\(s\)](#):** Provide the names of other agents that the County may contact concerning this application. [34-202(a)(4)] **NONE**

PART 2 PROPERTY OWNERSHIP

- A. Property owner(s):** If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-202(a)(2)]
Name: DK Florida Properties, LLC c/o Mr. David C. Likens, Managing Member
 Address: 2313 Earleen Street
 City, State, Zip: Cape Girardeau, Missouri 63701
 Phone Number: (573) 270-3537 Email: dlikens@firstautocredit.com

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

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

C. Multiple parcels: N/A

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

☐ Property owners map. [34-202(a)(8)]

D. Certification of Title and Encumbrances [34-202(a)(7)]:

1. Title certification document, no greater than 90 days old. [34-202(a)(7)]

2. Date property was acquired by present owner(s): September 12, 2024

PART 3

PROPERTY INFORMATION

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

07-46-24-00-00005.1050

B. Street Address of Property: 11170 Summerlin Square Drive Fort Myers Beach, FL 33931

C. Legal Description (must submit) [34-202(a)(5)]:

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

OR

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

AND

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

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

OR

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

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

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

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

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

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

E. Current Zoning of Property: Community Commercial District (CC)

☐ Provide a list of all Zoning Resolutions and Zoning Approvals applicable to the subject property.
[34-202(b)] N/A

F. Use(s) of Property:

1. Current uses of property are: Medical office and retail sale of eyeglasses

2. Intended uses of property are: Automotive sales

G. Future Land Use Classification (Lee Plan):

<u>Urban Community</u>	<u>1.02</u>	Acres	<u>100</u>	% of Total
_____	_____	Acres	_____	% of Total
_____	_____	Acres	_____	% of Total

H. Property Dimensions:

1. Width (average if irregular parcel):	<u>180.00</u>	Feet		
2. Depth (average if irregular parcel):	<u>246.94</u>	Feet		
3. Total area:	<u>44,449</u>	Square Feet		
4. Frontage on road or street:	<u>180.00</u>	Feet on	<u>Summerlin Square Drive</u>	<u>Street</u>
2 nd Frontage on road or street:	<u>180.00</u>	Feet on	<u>Summerlin Road (CR869)</u>	<u>Street</u>

- I. Planning Communities/Community Plan Area Requirements:** If located in one of the following planning communities/community plan areas, provide a meeting summary document of the required public informational session.
- ☒ Not Applicable
 - ☐ Captiva Planning Community (Captiva Island). [33-1612(a)&(b); Lee Plan Policy 13.1.7]
 - ☐ North (Upper) Captiva Community Plan area. [33-1711; Lee Plan Policy 25.1.1]
 - ☐ Boca Grande Planning Community. [Lee Plan Policy 22.1.5]
 - ☐ Caloosahatchee Shores Community Plan area. [33-1482(a)&(b); Lee Plan Policy 21.6.3]
 - ☐ Page Park Community Plan area. [33-1203(a) & (b); Lee Plan Policy 27.11.2]
 - ☐ Palm Beach Boulevard Community Plan area. [Lee Plan Policy 23.5.2]
 - ☐ Buckingham Planning Community. [Lee Plan Policy 17.7.2]
 - ☐ Pine Island Planning Community. [33-1004(a) & (b); Lee Plan Policy 14.7.1]
 - ☐ Lehigh Acres Planning Community. [33-1401(a)&(b); Lee Plan Policy 32.12.2]
 - ☐ North Fort Myers Planning Community. [33-1532(a)&(b)]
 - ☐ North Olga Community Plan area. [33-1663(a)&(b)]
- J. Waivers from Application Submission Requirements:** Attach waivers, if any, approved by the Director of Zoning. [34-201(c)] N/A

PART 4 ACTION REQUESTED

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

PART 5 ADDITIONAL REQUIREMENTS

- A. Potable Water:** Will the project be connected to potable water and central sewer as part of any development of the property?
- ☒ **YES** (Provide letter from the appropriate utility to which the connection(s) are proposed confirming availability of service.) [34-202(a)(10)] **See Attachment.**
 - ☐ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) [34-202(a)(10)]
- B. Existing Agricultural Use:** If the property owner intends to continue an existing agricultural use on the property subsequent to the zoning approval, an Existing Agricultural Use Affidavit must be provided. Entitle as "Existing Agricultural Uses at Time of Zoning Application. [34-202(a)(12)] N/A
- C. Flood Hazard:**
- ☐ Not applicable
 - ☒ The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.
 - ☒ The minimum elevation required for the first habitable floor is 12.00 NAVD (MSL)
- D. Excavations/Blasting:**
- ☒ No blasting will be used in the excavation of lakes or other site elements.
 - ☐ If blasting is proposed, provide Information Regarding Proposed Blasting (including soil borings, a map indicating the location of the proposed blasting, and other required information).
- E. Mobile Home Park: [34-202(b)(4)]**
- ☒ Not Applicable
 - ☐ Request includes rezoning of a Mobile Home Park. Provide facts related to the relocation of dislocated owners that meets the requirements of F.S. § 723.083 (1995).

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

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

PART 6 SUBMITTAL REQUIREMENT CHECKLIST	
<i>Two copies required for submittal</i> <i>Clearly label your attachments as noted in bold below</i>	
☒	Completed application for Public Hearing [34-202(a)(1)]
☒	Filing Fee - [34-201(d)]
☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)] N/A
☒	Affidavit of Authorization (notarized) Form [34-202(a)(3)]
☐	Additional Agents [34-202(a)(4)] N/A
☐	Multiple Owners List (if applicable) [34-202(a)(2)] N/A
☒	Disclosure of Interest Form (multiple owners) [34-202(a)(2)]
☒	Legal description (must submit one) [34-202(a)(5)]
☒	Legal description (metes and bounds) and sealed sketch of legal description
OR	
☐	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
☒	Boundary Survey (not required if platted lot) [34-202(a)(6)]
☐	Property Owners list (if applicable) [34-202(a)(8)] N/A
☐	Property Owners map (if applicable) [34-202(a)(8)] N/A
☒	Confirmation of Ownership/Title Certification [34-202(a)(7)]
☐	STRAP Numbers (if additional sheet is required) [34-203(a)(5)] N/A
☒	List of Surrounding Property Owners [34-202(a)(9)]
☒	Map of Surrounding Property Owners [34-202(a)(9)]
☒	Mailing labels [34-202(a)(9)]
☐	List of Zoning Resolutions and Approvals N/A
☐	Summary of Public Informational Session (if applicable) N/A
☐	Waivers from Application Submission Requirements [34-201(c)] N/A
☒	Reason(s) for Request [34-202(b)(3)]
☒	Potable Water & Sanitary Sewer. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(a)(10)]
☐	Agricultural Use Affidavit (if applicable) [34-202(a)(12)] N/A
☐	Information Regarding Proposed Blasting (if applicable) N/A
☐	Mobile Home Dislocated Owners Information (if applicable) [34-202(b)(4)] N/A
☐	Tall Structures Permit (if applicable) [34-1108] N/A

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

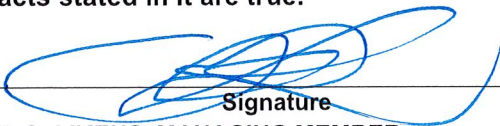
I, DAVID C. LIKENS (name), as MANAGING MEMBER (owner/title) of DK FLORIDA PROPERTIES, LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

7/28/25
Date

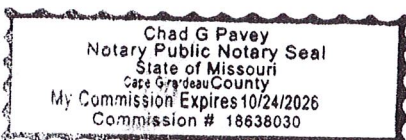
DAVID C. LIKENS, MANAGING MEMBER
DK FLORIDA PROPERTIES, LLC

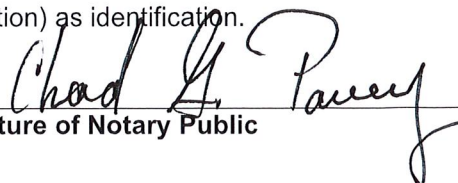
*****NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS*****
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF Missouri
COUNTY OF Cape Girardeau

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 7/28/2025 (date) by DAVID C. LIKENS (name of person providing oath or affirmation), who is personally known to me or who has produced Drivers License (type of identification) as identification.

STAMP/SEAL




Signature of Notary Public

DK FLORIDA PROPERTIES, LLC
2313 EARLEEN STREET
CAPE GIRARDEAU, MO 63701

PHONE NUMBER: (573) 270-3537

TO WHOM IT MAY CONCERN:

RE: FIRST AUTO CREDIT DEALERSHIP
PARCEL STRAP NUMBER 07-46-24-00-00005.1050

I, DAVID C. LIKENS, THE MANAGING MEMBER OF DK FLORIDA PROPERTIES, LLC., THE OWNER OF THE ABOVE REFERENCED PROPERTY, HEREBY AUTHORIZE HALEY WARD, INC., TO ACT ON OUR BEHALF IN MATTERS RELATIVE TO THE REZONING OF THE ABOVE REFERENCED PROPERTY.



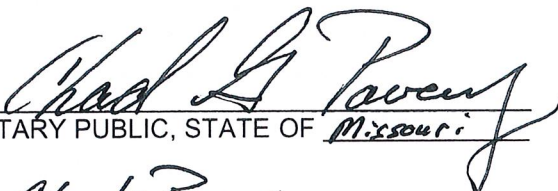
DAVID C. LIKENS, MANAGING MEMBER
DK FLORIDA PROPERTIES, LLC

7/28/25

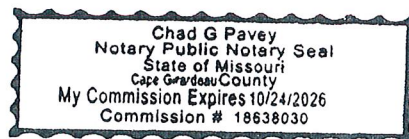
DATE

STATE OF Missouri
COUNTY OF Cape Girardeau

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF July 2025, BY DAVID C. LIKENS, WHO IS PERSONALLY KNOWN TO ME, OR WHO HAS PRODUCED Driver License AS IDENTIFICATION, AND WHO DID NOT TAKE AN OATH.



NOTARY PUBLIC, STATE OF Missouri



Chad G. Pavey

PRINTED NAME OF NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/24/26

DISCLOSURE OF INTEREST
AFFIDAVIT

BEFORE ME this day appeared DAVID C. LIKENS, 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 11170 SUMMERLIN SQUARE DRIVE, FORT MYERS, FL 33931 and is the subject of an Application for zon3`ing 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
NONE	

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



Property Owner

DAVID C. LIKENS, MANAGING MEMBER

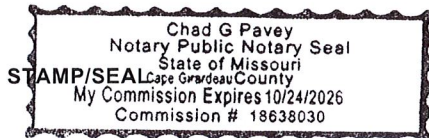
Print Name

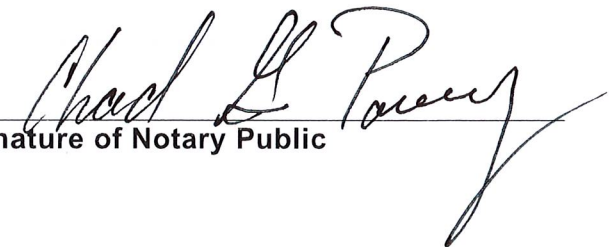
DK FLORIDA PROPERTIES, LLC

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

STATE OF Missouri
COUNTY OF Cape Girardeau

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on 7/28/25 (date) by **DAVID C. LINKENS** (name of person providing oath or affirmation), who is personally known to me or who has produced Drivers License (type of identification) as identification.





Signature of Notary Public

DK FLORIDA PROPERTIES, LLC
2313 EARLEEN STREET
CAPE GIRARDEAU, MO 63701

PHONE NUMBER: (573) 270-3537

TO WHOM IT MAY CONCERN:

RE: FIRST AUTO CREDIT DEALERSHIP

I, DAVID C. LIKENS, THE MANAGING MEMBER OF DK FLORIDA PROPERTIES, LLC, DO HEREBY
SWEAR AND AFIRM THAT DK FLORIDA PROPERTIES, LLC IS THE OWNER OF THE FOLLOWING
DESCRIBED PROPERTY.

PARCEL STRAP NUMBER: 07-46-24-00-00005.1050



DAVID C. LIKENS, MANAGING MEMBER
DK FLORIDA PROPERTIES, LLC

7/28/25

DATE

STATE OF Missouri
COUNTY OF Cape Girardeau

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF
July 2025, BY DAVID C. LIKENS, WHO IS PERSONALLY KNOWN TO ME, OR WHO
HAS PRODUCED Drivers License AS IDENTIFICATION, AND WHO DID NOT TAKE AN OATH.

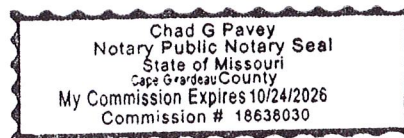


NOTARY PUBLIC, STATE OF Missouri

Chad G. Pavey

PRINTED NAME OF NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/24/26



FIRST AUTO CREDIT DEALERSHIP

COMMERCIAL CONVENTIONAL REZONING REQUEST STATEMENT NARRATIVE

ACCOMPANYING REZONING REQUEST

To Verify Compliance With

**THE LEE PLAN
AND
THE LEE COUNTY LAND DEVELOPMENT CODE**

Haley Ward Project Number 2012344.002 (25-11)

Submitted By:

Ahmad R. Kareh, P.E., M.S.C.E.
Senior Vice President & Regional Manager
&
Benjamin J. Hofland, E.I.
Project Engineer

Haley Ward, Inc.
13041 McGregor Boulevard
Fort Myers, FL 33919

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1.0 NARRATIVE SUMMARY

1.1 Project Information:

The subject property is located in Section 7, Township 46 South, Range 24 East located at 11170 Summerlin Square Drive in South Fort Myers, Florida, also known as STRAP Number 07-46-24-00-00005.1050.

Furthermore, the subject property is located in the Iona / McGregor Planning Community, with a Future Land Use designation of Urban Community.

In addition, the subject property is currently zoned Community Commercial District (CC) and is developed as a single unit medical office and retail sale of eyeglasses under DOS2001-00128.

1.2 Rezoning Request:

The applicant is hereby respectfully requesting a rezoning of the subject property to General Commercial District (CG) to allow for a "Vehicle and Equipment Dealers" use.

1.3 Statement of Intent:

This Narrative explains first (1st) the nature of this request, second (2nd) the qualifications for rezoning, third (3rd) how the proposed development complies with the relevant Sections of the Lee Plan, and fourth (4th) how the proposed development complies with the Design Standards set forth in Lee County Land Development Code (LDC).

This Narrative shows compliance with the LDC Zoning/Hearing decision-making guidelines (LDC Chapter 34, Division 4, Section 34-145.(d)(3), and Section 34-145.(d)(4)).

2.0 COMPLIANCE WITH THE LEE PLAN REQUIREMENTS

2.1 Introduction to the Lee Plan Compliance:

The Lee Plan provides an overarching vision for Lee County. This section of the Narrative demonstrates compliance and consistency with these relevant parts of the Lee Plan.

2.1 Future Land Use Element:

GOAL 1: FUTURE LAND USE MAP. To maintain and enforce a Future Land Use Map showing the proposed distribution, location, and extent of future land uses by type, density, and intensity in order to protect natural and man-made resources, provide essential services in a cost-effective manner, and discourage urban sprawl. (Ord. No. 94-30)

OBJECTIVE 1.1: FUTURE URBAN AND SUBURBAN AREAS. Designate areas with varying intensities on the Future Land Use Map (Map 1-A) that provide for a full range of urban activities. These designations are based upon soil conditions, historic and developing growth

POLICY I.I.4: The Urban Community future land use category are areas characterized by a mixture of relatively intense commercial and residential uses. The residential development in these areas will be at slightly lower densities than other future urban categories described in this plan. As vacant properties within this category are developed, the existing base of public services will need to be maintained which may include expanding and strengthening them accordingly. As in the Central Urban future land use category, predominant land uses in this category will be residential, commercial, public and quasi-public, and limited light industrial with future development encouraged to be mixed use, as described in Objective 11.1, where appropriate. The standard density range is from one dwelling unit per acre (1 du/acre) to six dwelling units per acre (6 Future Land Use II-2 April 2024 du/acre), with a maximum total density of ten dwelling units per acre (10 du/acre). The maximum total density may be increased to fifteen dwelling units per acre (15 du/acre) utilizing Greater Pine Island Transfer of Development Units. (Ord. No. 94-30, 02-02, 09-06, 10-10, 10-33, 16-07, 21-09)

The subject property is an existing commercial development located in the Iona / McGregor Planning Community, with a Future Land Use designation of Urban Community.

The proposed rezoning from Community Commercial District (CC) to General Commercial District (CG) will allow for Vehicle and Equipment Dealers. The schedule of uses is listed in the CG District category. The subject site is surrounded by similar commercial uses.

2.2 Growth Management:

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

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

POLICY 2.1.1: Most residential, commercial, industrial, and public development is expected to occur within the designated future urban areas on the Future Land Use Map through the assignment of very low densities to the non-urban categories.

The subject property proposed zoning / use is consistent and compatible with the properties' uses within the immediate area. Therefore, contiguous and compact growth patterns are being promoted, and this rezoning will not be creating urban sprawl (the subject property is already zoned commercial), minimizing the costs of services and not by-passing large tracts of land.

The proposed rezoning is consistent with the Future Land Use Map and the goals, objectives, policies and standards of the Lee Plan.

The subject property is bordered on two sides by roadways, Summerlin Road and Summerlin Square Drive and existing commercial structures. The surrounding uses are zoned CG to the east and CPD to the west. See the attached "Parcel Current Zoning Exhibit".

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

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

This proposed rezoning is located in an area where adequate infrastructure exists including:

- Capacity on the adjacent existing roadways for site access.
- Potable water service provided by Lee County Utilities.
- Sanitary sewer service provided by Lee County Utilities.
- EMS/Fire/Police provided by the Iona McGregor Fire District and the Lee County Sheriff Office.

2.4 General Development Standards:

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

OBJECTIVE 4.1: WATER, SEWER, AND ENVIRONMENTAL STANDARDS. Consider water, sewer, and environmental standards during the rezoning process. Ensure the standards are met prior to issuing a local development order. (Ord. No. 17-13) Future Land Use II-16 April 2024

The subject site lies within a developed area of South Fort Myers with all infrastructure existing and sufficient.

Water service exists and is provided by Lee County Utilities. See the attached Letter of Availability.

Sewer service exists and is provided by Lee County Utilities. See the attached Letter of Availability.

This is already an existing development with no environmental considerations.

2.3 Commercial Land Uses:

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

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

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

- 1. Traffic and access impacts (rezoning and development orders);*
- 2. Landscaping and detailed site planning (development orders);*
- 3. Screening and buffering (Planned Development rezoning and development orders);*
- 4. Availability and adequacy of services and facilities (rezoning and development orders);*
- 5. Impact on adjacent land uses and surrounding neighborhoods (rezoning);*
- 6. Proximity to other similar centers (rezoning); and*
- 7. Environmental considerations (rezoning and development orders).*

The criteria from Policy 6.1.1 has been reviewed and found applicable to this site as follows:

1. The subject property has direct access to Summerlin Square Drive.
2. Existing landscaping will be maintained in accordance with current rules and Regulations.
3. Screening and mature buffering is existing. Furthermore, a future Development Order (if warranted) will assure confirmation with this requirement.
4. Urban services are available for the property and is existing.
5. The proposed rezoning is an appropriate use for the property. No adverse impact on the adjacent land uses are anticipated.
6. The subject property is already developed and is in close proximity to similar type commercial developments.
7. There are no known existing environmental considerations to be addressed on the subject property.

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 subject property is suited for the requested commercial zoning district as it lies close to similar uses within a commercial subdivision.

POLICY 6.1.6: Maintain land development regulations that require commercial development provide adequate and appropriate landscaping, open space, buffering, and architectural standards.

There is existing mature landscaping, buffering, and open space that has been previously approved through the development order process. At this time, no new buildings or expansion of the existing parking lots are proposed to necessitate an architectural review. If warranted, a new Development Order will be applied for to confirm compliance with the current Lee County Land Development Code.

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.

This is an infill development in a commercial subdivision.

POLICY 6.1.8: Prohibit commercial development from locating near existing or planned school areas in such a way as to jeopardize the safety of students. (Ord. No. 00-22, 17-13)

There are no existing schools near the development.

3.0 COMPLIANCE WITH LEE COUNTY LAND DEVELOPMENT CODE (LDC)

3.1 Introduction to LDC Compliance:

This Section of the Narrative demonstrates compliance with the LDC Zoning/Hearing decision-making guidelines (LDC Chapter 34, Division 4, Section 34-145.(d)(3), and Section 34-145.(d)(4)).

The applicant is requesting a rezoning of the described property from Community Commercial District (CC) to the General Commercial District (CG).

The proposed First Credit Auto Dealership development meets the requirements of the Land Development Code, as well as the Lee Plan as described herein.

3.2 Zoning/Hearing Review Compliance (Section 34-145.):

Zoning Considerations Compliance (Section 34-145.(d)(3)) Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE II. -ADMINISTRATION, DIVISION 4. - HEARING EXAMINER, Section 34-145. - Functions and authority. (d) Zoning Matters. (3) Considerations. The Hearing Examiner must consider the following:

- a. Testimony and evidence from the applicant;*
- b. Testimony and evidence from the staff, including the staff report and attachments;*
- c. Testimony and evidence from participants;*
- d. The Lee Plan;*
- e. This Code; and*
- f. Applicable regulations.*

The subject rezoning request meets these requirements as follows;

- a) This narrative and its associated attachments provides the evidence from the applicant.
- b) The staff testimony will be forthcoming.
- c) Participant testimony will be forthcoming.
- d) As covered in section 2.0 COMPLIANCE WITH THE LEE PLAN REQUIREMENTS above, First Credit Auto Dealership is consistent with all applicable provisions of the Lee Plan.
- e) As noted herein, First Credit Auto Dealership rezoning is consistent with the provisions of the Lee County Land Development Code.
- f) As noted herein, First Credit Auto Dealership rezoning is consistent with all applicable regulations.

Rezoning Compliance (Section 34-145.(d)(4)a.) Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE II. -ADMINISTRATION, DIVISION 4. - HEARING EXAMINER, Section. 34-145. - Functions and authority.(d) Zoning Matters (4)Findings/review criteria. a. Approval. 1.Rezonings generally.

The Hearing Examiner must find the request:

- a) Complies with the Lee Plan;*
- b) Meets this Code and other applicable County regulations or qualifies for deviations;*
- c) Is compatible with existing and planned uses in the surrounding area;*
- d) Will provide access sufficient to support the proposed development intensity;*
- e) The expected impacts on transportation facilities will be addressed by existing County regulations and conditions of approval;*

- f) Will not adversely affect environmentally critical or sensitive areas and natural resources; and*
- g) Will be served by public services, defined in the Lee Plan, if located in a Future Urban area category.*

The subject rezoning request meets the above requirements as follows;

- a) As covered in Section 2.0 COMPLIANCE WITH THE LEE PLAN REQUIREMENTS above, First Credit Auto Dealership is consistent with the provisions of the Lee Plan.
- b) The proposed rezoning meets the applicable Chapters 34 regulations, as outlined below. The current development was approved under DOS2001-00128 within the CC zoning district. As such, the development is compliant with the Lee County Land Development Code regulations.
- c) The subject parcel is currently developed by a commercial use. The property is located in a commercial type area with existing compatible uses. The sites surrounding the rezoning request's property are commercial uses. Access to the site is existing and will continue to be utilized in the same manner. Additionally, there is existing mature vegetation that provides ample buffering to the adjacent uses. The proposed request will not create negative impacts into the surrounding properties and is compatible with the surrounding uses and will serve the community in a beneficial manner.
- d) The subject parcel is already served by an existing access point into Summerlin Square Drive.
- e) The subject parcel is currently developed by a commercial use, and the proposed rezoning would not change the traffic impact on the surrounding areas. The redevelopment of the parcel will fully comply with the level of service analysis required by Lee County Land Development Code and will generate less traffic than the existing use.
- f) The subject parcel is fully developed with no environmentally sensitive areas or existing natural resources.
- g) The subject parcel is already connected to public water & sewer systems, and a public network of roadways.

3.3 Zoning Development Regulations (Sec. 34-841. & 34-845.):

DIVISION 6. - COMMERCIAL DISTRICTS, Sec. 34-841. (h)

CG General Commercial District. The purpose and intent of the CG District is to permit the designation of suitable locations for and to facilitate the proper development and use of consumer-oriented commercial facilities which are of a type or scale which are not suited for and do not generally seek locations in neighborhood, community or regional shopping centers. Such uses frequently consist of a single principal building containing sales, administration, repair services or manufacture; often rely on large ground areas for storage or display of goods; and are relatively insensitive to the impacts of adjacent land uses while generating substantial impacts on their neighbors. High visual exposure and easy accessibility, usually from arterial roads or suburban highways, are important.

The subject site has an existing single principal building which will provide administration, sales, and repair services for the proposed use, and has high visual exposure and easy accessibility from Summerlin Road, a county maintained arterial roadway.

Table 34-845. Property Development Regulations for Commercial Districts

The development regulations are identical for the existing and the proposed zoning districts; thus, there is no change in the site's compliance with the property development regulations.

Furthermore, the property is currently developed as a single unit medical office with retail sales under DOS2001-00128 and was approved and certified as compliant at the time of the development order.

Any additional requirements associated with the changes of use, occupancy, or future redevelopment will be obtained as needed.

4.0 NARRATIVE CONCLUSION

4.1 Summary of Request & Intent

The subject property is located in Section 7, Township 46 South, Range 24 East at 11170 Summerlin Square Drive, also known as STRAP Number 07-46-24-00-00005.1050. The site is located in the Iona / McGregor Planning Community, with a Future Land Use designation of Urban Community. The property is currently zoned Community Commercial District (CC) and is developed as a single unit medical office and retail sale of eyeglasses under DOS2001-00128.

The applicant is hereby respectfully requesting a rezoning of the subject property to General Commercial District (CG) to allow for a "Vehicle and Equipment Dealers" use.

4.2 Summary of Qualifications for Rezoning

A primary consideration for rezoning appropriateness and approval is the project's consistency with the Lee Plan. The Lee County Land Development Code regulations state that the Hearing Examiner and the Board of County Commissioners are to consider whether the rezoning request is consistent with the goals, objectives, policies and intent of the Lee Plan.

The request will not cause damage, hazard, nuisance or other detriment to the public or adjacent properties. The requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the proposed use set forth in the LDC. The requirements of the LDC and the Lee Plan as well as other applicable county ordinances and codes have and will be met and this application should be found sufficient and appropriate with regard to the zoning request. The project has sufficient existing services and infrastructure to continue to serve the property for the proposed use.

As demonstrated in the narrative above, the project is consistent with the Lee Plan and the Lee County Land Development Code. Furthermore, the proposed rezoning is compatible with the adjacent existing land zoning and land uses.

4.3 Compliance Summary & Request of Consideration

This Narrative explained (1st) the nature of this request, (2nd) the qualifications for rezoning, (3rd) how the proposed development complies with the relevant Sections of the Lee Plan, and (4th) how the proposed development complies with the Design Standards set forth in Lee County Land Development Code (LDC).

The information contained in this narrative clearly shows that the proposed rezoning request meets or exceeds all of the requirements of the Lee Plan, and the Lee County Land Development Code.

Haley Ward, Inc. respectfully requests that the Hearing Examiner and the Lee County Board of County Commissioners duly consider evidence set forth in the Narrative above in support of this rezoning request, specifically in consideration of whether the rezoning request is consistent with the goals, objectives, policies and intent of the Lee Plan, and is in compliance with the Lee County Land Development Code.

DK Florida Properties LLC.
2313 Earleen St.
Cape Girardeau, Mo 63701

1118
80-1935/0819

Date 7/29/2025

Pay to the
Order of Lee County Board of County Commissioners \$ 2,500.00

Two Thousand Five Hundred and 00/100 Dollars  Security details on back.

MRV Banks
1505 N. M Auburn Rd
Cape Girardeau, Mo 63701

For Application Retention  MP

⑆081919356⑆ 2038289⑈ 1118

DESCRIPTION

OF
A PARCEL OF LAND LYING IN
SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

RECORD DESCRIPTION:(PER INSTRUMENT #2024000258447) AND PER OPINION OF TITLE
AS SHOWN ON A SURVEY BY THIS FIRM.

A PARCEL OF LAND IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE
COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 46 SOUTH,
RANGE 24 EAST; THENCE SOUTH 89°02'39" WEST ALONG THE NORTH LINE OF
THE NORTHEAST QUARTER OF SECTION 7, FOR 1342.38 FEET TO THE
NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID
SECTION 7; THENCE SOUTH 01°14'16" EAST ALONG THE WEST LINE OF THE EAST
HALF OF SAID NORTHEAST QUARTER FOR 225.00 FEET TO AN INTERSECTION
WITH THE SOUTH RIGHT-OF-WAY LINE OF SUMMERLIN ROAD (C.R. 869); THENCE
NORTH 89°02'39" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 720.00
FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;
THENCE CONTINUE NORTH 89°02'39" EAST ALONG SAID SOUTH RIGHT-OF-WAY
LINE FOR 180.00 FEET; THENCE SOUTH 01°14'16" EAST FOR 246.94 FEET TO AN
INTERSECTION WITH A LINE PARALLEL WITH AND 20.00 FEET NORTH OF AS
MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF
LAND DESCRIBED AS PARCEL 1 IN OFFICIAL RECORDS BOOK 2093, PAGE 2876
OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 89°02'39"
WEST ALONG SAID PARALLEL LINE FOR 180.00 FEET; THENCE NORTH 01°14'16"
WEST FOR 246.94 FEET TO THE POINT OF BEGINNING.

FOR THE FIRM HALEY WARD, INC. (LB8267)

This item has been digitally signed and sealed
by James Anthony Hessler, PSM LS6410 on the
date indicated here
cn=This item has been digitally signed and
sealed by James Anthony Hessler, PSM LS6410
on the date indicated here, o=CES, Inc. (LB8267),
ou=Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies,
email=jhessler@cesincusa.com, c=US
2025-15:22:49 2025.12.31

This item has been
digitally signed and
sealed by James
Anthony Hessler, PSM
LS6410 on the date
indicated here

JAMES ANTHONY HESSLER, P.S.M., NO. LS6410
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA



HALEY WARD

Engineering | Environmental | Surveying

13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919

PH (239) 481-1331

2012344.002SK.DWG

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
12-31-25	12344.002	JAH	1"= N/A	2 OF 2	07-46-24

ABBREVIATIONS

(C) = CALCULATED
(D) = DEED
(F) = CALCULATED FROM FIELD MEASUREMENTS
(M) = MEASURED
(NR) = NON RADIAL
(P) = PLAT
(R) = RADIAL
A/C = AIR CONDITIONER
BM = BENCH MARK
CBS = CONCRETE BLOCK STRUCTURE
CLF = CHAINLINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
COR = CORNER
CPP = CORRUGATED PLASTIC PIPE
DE = DRAINAGE EASEMENT
D/H = DRILL HOLE
ELEV = ELEVATION
EOP = EDGE OF PAVEMENT
ERCP = ELLIPTICAL REINFORCED CONCRETE PIPE
FCM = FOUND CONCRETE MONUMENT
FFE = FINISHED FLOOR ELEVATION
FIRC = FOUND IRON ROD WITH CAP
FND = FOUND
IE = INVERT ELEVATION
IR = IRON ROD
IRC = IRON ROD & CAP
INSTR = INSTRUMENT NUMBER
MHW = MEAN HIGH WATER LINE
N/D = NAIL & DISK
NAVD = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
OR = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PC = POINT OF CURVE
PCP = PERMANENT CONTROL POINT
PG = PAGE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
PUE = PUBLIC UTILITY EASEMENT
R/W = RIGHT-OF-WAY
SPC = STATE PLANE COORDINATE
TOB = TOP OF BANK
TOE = TOP OF SLOPE
UE = UTILITY EASEMENT

SYMBOLS

[T] = TRANSFORMER
[C] = CONCRETE PAD
[B] = BRICK PAD
[D] = YARD DRAIN
[W] = WATER METER
[E] = ELECTRIC BOX
[L] = LIGHT POLE
[T] = TELEPHONE RISER
[S] = SANITARY CLEANOUT
[C] = CABLE TELEVISION BOX
[S] = SANITARY MANHOLE
[I] = IRRIGATION CONTROL VALVE
[I] = DRAINAGE INLET
O/H = OVER HEAD LINES
[V] = WATER VALVE
[S] = SIGN
[H] = FIRE HYDRANT
[P] = HANDICAP PARKING SPACE
[G] = GUY WIRE
5.04 = EXISTING ELEVATION

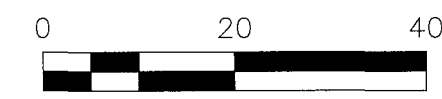
NORTH LINE NE 1/4 SECTION 7
S89°02'39"W 1342.38'(D)
S89°01'45"W(C)

NW CORNER OF E1/2
NE1/4 SECTION 7

POC
NE CORNER SECTION 7,
TOWNSHIP 46 SOUTH,
RANGE 24 EAST

SURVEY PLAT

OF
A PARCEL OF LAND LYING IN
SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA



RECORD DESCRIPTION:(PER INSTRUMENT #2024000258447) AND PER OPINION OF TITLE
A PARCEL OF LAND IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST;
THENCE SOUTH 89°02'39" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION
7, FOR 1342.38 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST
QUARTER OF SAID SECTION 7; THENCE SOUTH 01°14'16" EAST ALONG THE WEST LINE OF THE
EAST HALF OF SAID NORTHEAST QUARTER FOR 225.00 FEET TO AN INTERSECTION WITH THE
SOUTH RIGHT-OF-WAY LINE OF SUMMERLIN ROAD (C.R. 869); THENCE NORTH 89°02'39" EAST
ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 720.00 FEET TO THE POINT OF BEGINNING OF THE
HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89°02'39" EAST ALONG SAID
SOUTH RIGHT-OF-WAY LINE FOR 180.00 FEET; THENCE SOUTH 01°14'16" EAST FOR 246.94 FEET
TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 20.00 FEET NORTH OF AS MEASURED AT
RIGHT ANGLES TO THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 1
IN OFFICIAL RECORDS BOOK 2093, PAGE 2876 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;
THENCE SOUTH 89°02'39" WEST ALONG SAID PARALLEL LINE FOR 180.00 FEET; THENCE NORTH
01°14'16" WEST FOR 246.94 FEET TO THE POINT OF BEGINNING.

SITE LOCATION:
SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA.

GENERAL SURVEY NOTES:

1. SURVEY BASED ON AN OPINION OF TITLE PREPARED BY JOHNSON, SCHNEIDER & FERRELL, LLC,
DATED AUGUST 7, 2025, THE DESCRIPTION SHOWN HEREON, AND FOUND MONUMENTATION.
2. BEARINGS ARE BASED ON STATE PLANE FLORIDA MERCATOR WEST ZONE AS SHOWN AND NOTED
HEREON HOLDING NGS CONTROL POINT "E-532" WITH THE NORTH RIGHT-OF-WAY LINE OF
SUMMERLIN SQUARE DRIVE AS BEARING N89°01'45"E.
3. STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/2011
ADJUSTMENT, FLORIDA MERCATOR WEST ZONE AS SHOWN AND NOTED HEREON HOLDING NGS
CONTROL POINT "E-532".
4. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
5. ROOF OVERHANGS NOT SHOWN UNLESS OTHERWISE NOTED.
6. ELEVATIONS ARE BASED ON NAVD 1988 DATUM AND NGS BENCHMARK E-532.
7. PARCEL LIES IN FLOOD ZONE AE, WITH BASE FLOOD ELEVATIONS OF 11' AND 12' (NAVD 1988)
AS SHOWN HEREON PER FLOOD INSURANCE RATE MAP NUMBER 12071C05566, (COMMUNITY
NAME: LEE COUNTY AND COMMUNITY NUMBER 125124), INDEX DATE 11-17-2022, PANEL DATE
11-17-2022.
8. THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE
FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING
REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID
FLOOD INFORMATION.
9. IRON RODS "SET" ARE 5/8" X 18" REBAR WITH PLASTIC CAP BEARING CORPORATION NO.
LB8267.
10. UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS
OTHERWISE NOTED.
11. THIS PLAT PREPARED AS A BOUNDARY SURVEY AND IS NOT INTENDED TO DELINEATE THE
JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY,
BOARD, COMMISSION OR OTHER ENTITY.
12. PARCEL CONTAINS 1.02 ACRES (44,449 SQ. FT.), MORE OR LESS.
13. PARCEL ADDRESS: 11170 SUMMERLIN SQUARE DRIVE, FORT MYERS, FLORIDA, 33931.
14. PARCEL STRAP No.: 07-46-24-00-00005.1050
15. DATE OF LAST FIELD WORK: 12-31-2024

STRAP #07-46-24-00-00005.1040
INSTR #2010000124503
11000 SUMMERLIN SQUARE DRIVE

STRAP #07-46-24-00-00005.1060
INSTR #2019000254843
11200 SUMMERLIN SQUARE DRIVE

40' INGRESS AND EGRESS
EASEMENT
OR 4608, PG 3911

SET N/D
LB8267
N: 784918.93
E: 676782.93
SPC

BENCHMARK:
FND NAIL
ELEV=5.69'
(NAVD 1988)

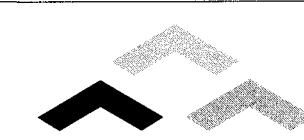
BENCHMARK:
FND NAIL
ELEV=5.18'
(NAVD 1988)

Robert L. Carmelia,
State of Florida
Professional
Surveyor &
Mapper License
Number 6548

DN: cn=Robert L. Carmelia, State of
Florida Professional Surveyor & Mapper
License Number 6548, o=Haley Ward
Inc. (LB8267). Printed copies of this
document are not considered signed
and sealed and the signature must be
verified on any electronic copies,
ou=This item has been digitally signed
and sealed by Robert L. Carmelia on the
date indicated here,
email=rcarmelia@haleyward.com, c=US
Date: 2025.08.20 11:15:09 -0400'

*NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER,
FOR THE FIRM HALEY WARD, INC. (LB8267)

ROBERT L. CARMELIA, P.S.M., NO. LS6548
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
- THIS CERTIFICATION IS ONLY FOR THE LANDS
DESCRIBED HEREON.
- IT IS NOT A CERTIFICATION OF TITLE, ZONING,
SETBACKS, OR FREEDOM OF ENCUMBRANCES.

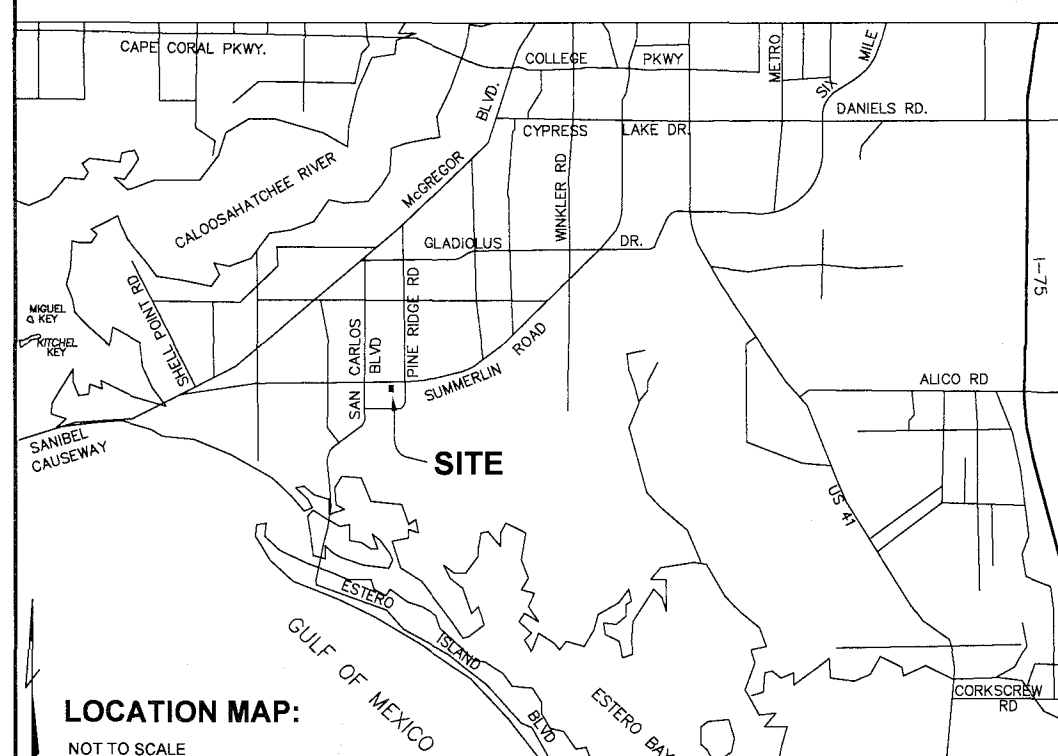


HALEY WARD

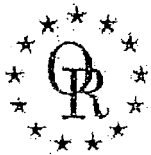
Engineering | Environmental | Surveying
13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331
2012344.001SR.DWG FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
12-31-24	12344.001	RLC	1"= 20'	1 OF 1	07-46-24

REVISED: 08-20-2025 ADD TITLE WORK INFORMATION



LOCATION MAP:
NOT TO SCALE



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

Issuing Agent: Title Masters, LLC
 Issuing Office: 15701 S. Tamiami Trail Ft Myers, FL 33908
 Issuing Office File Number: 24-0038
 ORT File No.: 24087526
 Property Address: 11170 Summerlin Square Dr, Fort Myers Beach, FL 33931

SCHEDULE A Owners Policy

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company
 Send all Notices to: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607

Policy Number: **OYFL-08398790**
 Amount of Insurance: \$880,000.00
 Date of Policy: September 16, 2024 at 2:37 pm

1. The Insured is:

DK Florida Properties LLC, a Missouri limited liability company

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

Fee Simple

3. The Title is vested in:

DK Florida Properties LLC, a Missouri limited liability company by virtue of that certain Warranty Deed recorded September 16, 2024 in Instrument Number 2024000258447 of the Public Records of Lee County, Florida.

4. The land is described as follows:

A parcel of land in Section 7, Township 46 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 46 South, Range 24 East; thence South 89°02'39" West along the North line of the Northeast quarter of Section 7, for 1342.38 feet to the Northwest corner of the East half of the Northeast quarter of said Section 7; thence South 01°14'16" East along the West line of the East half of said Northeast quarter for 225.00 feet to an intersection with the South right-of-way line of Summerlin Road (C.R. 869); thence North 89°02'39" East along said South right-of-way line for 720.00 feet to the point of beginning of the herein described parcel of land; thence continue North 89°02'39" East along said South right-of-way line for 180.00 feet; thence South 01°14'16" East for 246.94 feet to an intersection with a line parallel with and 20.00 feet North of as measured at right angles to the South line of that certain parcel of land described as Parcel 1 in Official Records Book 2093, page 2876 of the Public Records of Lee County, Florida; thence South 89°02'39" West along said parallel line for 180.00 feet; thence North 01°14'16" West for 246.94 feet to the point of beginning.

ORT File No. 24087526
 Agent File No.: 24-0038
 Policy No.: OYFL-08398790

SCHEDULE B

OWNERS POLICY

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. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
2. Easements or claims of easements not shown by the public records.
3. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
4. Rights of tenants and/or parties in possession, and any parties claiming, by through or under said tenants or parties in possession, as to any unrecorded leases or rental agreements.
5. Declaration of Easements recorded in Official Records Book 1731, page 4212.
6. Agreement of Easements recorded in Official Records Book 1731, page 4216.
7. Declaration of Easement as recorded in Official Records Book 1796, page 3434 and re-recorded in Official Records Book 1835, page 3244.
8. Perpetual Utility Easement Grant and Indemnity Agreement recorded in Official Records Book 3235, page 2014.
9. Perpetual Public Utility Easement Grant recorded in Official Records Book 3638, page 1470.
10. Notice of Development Order Approval recorded in Official Records Book 3490, page 2611.
11. 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 are payable with the ad valorem taxes.
12. Commercial Real Estate Mortgage in the original principal amount of \$748,000.00 from DK Florida Properties LLC, a Missouri limited liability company to MRV Banks dated September 16, 2024, and recorded September 16, 2024, at Instrument Number 2024000258448, of the Public Records of Lee County, Florida.

Note: All the recording information contained herein refers to the Public Records of Lee County, Florida, unless otherwise specified. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Records Books of said county, unless otherwise indicated.



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

Issuing Agent: Title Masters, LLC
Issuing Office: 15701 S. Tamiami Trail, Ft Myers, FL 33908
Loan ID Number: 400902200
Issuing Office File Number: 24-0038
ORT File No.: 24087526
Property Address: 11170 Summerlin Square Dr, Fort Myers Beach, FL 33931

SCHEDULE A

Loan Policy

Name and Address of Title Insurance Company:
Old Republic National Title Insurance Company
Send all Notices to: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607

Policy Number: **LYFL-08184578**

Amount of Insurance: \$748,000.00

Date of Policy: September 16, 2024 at 2:37 pm

1. The Insured is:

MRV Banks, its successors and/or assigns as their interests may appear

2. The estate or interest in the Land encumbered by the Insured Mortgage is:

Fee Simple

3. The Title encumbered by the Insured Mortgage is vested in:

DK Florida Properties LLC, a Missouri limited liability company by virtue of that certain Warranty Deed recorded September 16, 2024 in Instrument Number 2024000258447 of the Public Records of Lee County, Florida.

4. The Insured Mortgage and its assignments, if any, are described as follows:

Commercial Real Estate Mortgage in the original principal amount of \$748,000.00 from DK Florida Properties LLC, a Missouri limited liability company to MRV Banks dated September 16, 2024, and recorded September 16, 2024, at Instrument Number 2024000258448, of the Public Records of Lee County, Florida.

5. The land is described as follows:

See Attached Legal Description

ORT File No. 24087526
 Agent File No.: 24-0038
 Policy No.: LYFL-08184578

6. This policy incorporates by reference the endorsements designated below, adopted by the American Land Title Association, with Florida modifications as indicated, as of the Date of Policy:

- | | | |
|-------------------------------------|-------------------------|--|
| ☐ | ALTA ENDORSEMENT 4.1 | Condominium (With Florida Modifications) |
| ☐ | ALTA ENDORSEMENT 5.1 | Planned Unit Development (With Florida Modifications) |
| ☐ | ALTA ENDORSEMENT 6 | Variable Rate |
| ☐ | ALTA ENDORSEMENT 6.2 | Variable Rate-Negative Amortization |
| ☒ | ALTA ENDORSEMENT 8.1 | Environmental Protection Lien (With Florida Modifications) |
| | | Paragraph b refers to the following state statute(s): NONE |
| ☐ | ALTA ENDORSEMENT 9 | Restrictions, Easements, Minerals (With Florida Modifications) |
| ☐ | ALTA ENDORSEMENT 13.1 | Leasehold Loan |
| ☐ | ALTA ENDORSEMENT 14 | Future Advance - Priority |
| ☐ | ALTA ENDORSEMENT 14.3 | Future Advance -Reverse Mortgage (With Florida Modifications) |
| ☐ | Florida Endorsement NSE | Navigational Servitude |

ORT File No. 24087526
Agent File No.: 24-0038
Policy No.: LYFL-08184578

Schedule B Loan Policy

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. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
2. Easements or claims of easements not shown by the public records.
3. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
4. Rights of tenants and/or parties in possession, and any parties claiming, by through or under said tenants or parties in possession, as to any unrecorded leases or rental agreements.
5. Declaration of Easements recorded in Official Records Book 1731, page 4212.
6. Agreement of Easements recorded in Official Records Book 1731, page 4216.
7. Declaration of Easement as recorded in Official Records Book 1796, page 3434 and re-recorded in Official Records Book 1835, page 3244.
8. Perpetual Utility Easement Grant and Indemnity Agreement recorded in Official Records Book 3235, page 2014.
9. Perpetual Public Utility Easement Grant recorded in Official Records Book 3638, page 1470.
10. Notice of Development Order Approval recorded in Official Records Book 3490, page 2611.
11. 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 are payable with the ad valorem taxes.

Note: All the recording information contained herein refers to the Public Records of Lee County, Florida, unless otherwise specified. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Records Books of said county, unless otherwise indicated.

ORT File No. 24087526
Agent File No.: 24-0038
Policy No.: LYFL-08184578

Schedule B-II Loan Policy

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

NONE

ORT File No. 24087526
Agent File No.: 24-0038
Policy No.: LYFL-08184578

EXHIBIT "A"

A parcel of land in Section 7, Township 46 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 46 South, Range 24 East; thence South $89^{\circ}02'39''$ West along the North line of the Northeast quarter of Section 7, for 1342.38 feet to the Northwest corner of the East half of the Northeast quarter of said Section 7; thence South $01^{\circ}14'16''$ East along the West line of the East half of said Northeast quarter for 225.00 feet to an intersection with the South right-of-way line of Summerlin Road (C.R. 869); thence North $89^{\circ}02'39''$ East along said South right-of-way line for 720.00 feet to the point of beginning of the herein described parcel of land; thence continue North $89^{\circ}02'39''$ East along said South right-of-way line for 180.00 feet; thence South $01^{\circ}14'16''$ East for 246.94 feet to an intersection with a line parallel with and 20.00 feet North of as measured at right angles to the South line of that certain parcel of land described as Parcel 1 in Official Records Book 2093, page 2876 of the Public Records of Lee County, Florida; thence South $89^{\circ}02'39''$ West along said parallel line for 180.00 feet; thence North $01^{\circ}14'16''$ West for 246.94 feet to the point of beginning.

ORT File No.: 24087526
Agent File No.: 24-0038
Policy No.: OYFL-08398790

ALTA OWNER'S POLICY OF TITLE INSURANCE with FLORIDA MODIFICATIONS



Policy Number **OYFL-08398790**

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:

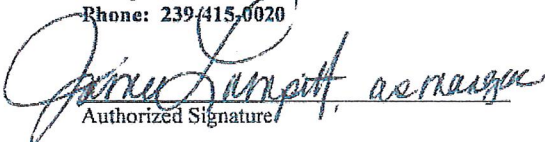
1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, 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.

Issued through the Office of:
Title Masters, LLC
15701 S. Tamiami Trail
Ft Myers, FL 33908
Phone: 239-415-0020

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

By  President

Attest  Secretary


Authorized Signature

ORT File No.: 24087526
 Agent File No.: 24-0038
 Policy No.: OYFL-08398790

- 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:

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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.

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- 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.

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 Agent File No.: 24-0038
 Policy No.: OYFL-08398790

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

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 Agent File No.: 24-0038
 Policy No.: OYFL-08398790

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

ORT File No.: 24087526
 Agent File No.: 24-0038
 Policy No.: OYFL-08398790

Condition 5.b. is concluded on 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.

ORT File No.: 24087526
 Agent File No.: 24-0038
 Policy No.: OYFL-08398790

- 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.

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2024000258447, DocType D, Pages 2, Recorded 9/16/2024 at 2:37 PM, Deputy Clerk WMILLER
Rec Fees: \$18.50 Deed Doc: \$6,160.00 ERECORD

Prepared by:
Kara Murphy, as Manager
Title Masters, LLC
15701 S. Tamiami Trail
Ft. Myers, Florida 33908

File Number: 24-0038
Consideration: \$880,000.00

General Warranty Deed

Made this September 12, 2024 A.D. By Light Speed Plus One, LLC, a Florida limited liability company, whose post office address is: 9532 Greyhawk Trail, Naples, Florida 34120, hereinafter called the Grantor,
to
DK Florida Properties LLC, a Missouri limited liability company, whose post office address is: 2313 Earleen Street, Cape Girardeau, Missouri 63701, hereinafter called the Grantee:

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

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

A parcel of land in Section 7, Township 46 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 46 South, Range 24 East; thence South 89°02'39" West along the North line of the Northeast quarter of Section 7, for 1342.38 feet to the Northwest corner of the East half of the Northeast quarter of said Section 7; thence South 01°14'16" East along the West line of the East half of said Northeast quarter for 225.00 feet to an intersection with the South right-of-way line of Summerlin Road (C.R. 869); thence North 89°02'39" East along said South right-of-way line for 720.00 feet to the point of beginning of the herein described parcel of land; thence continue North 89°02'39" East along said South right-of-way line for 180.00 feet; thence South 01°14'16" East for 246.94 feet to an intersection with a line parallel with and 20.00 feet North of as measured at right angles to the South line of that certain parcel of land described as Parcel 1, in Official Records Book 2093, page 2876 of the Public Records of Lee County, Florida; thence South 89°02'39" West along said parallel line for 180.00 feet; thence North 01°14'16" West for 246.94 feet to the point of beginning.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 07-46-24-00-00005.1050

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully

INSTR# 2024000258447 Page Number: 2 of 2

Prepared by:
Kara Murphy, as Manager
Title Masters, LLC
15701 S. Tamiami Trail
Ft. Myers, Florida 33908

File Number: 24-0038
Consideration: \$880,000.00

warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

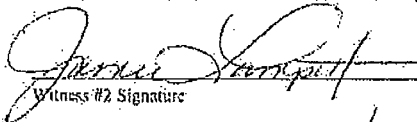
In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness #1 Signature

Witness #1 Printed Name: Patricia A. Wen

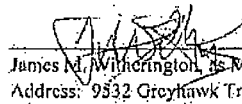
Witness #1 Address: 15701 S. Tamiami Trail, Fort Myers, FL 33908

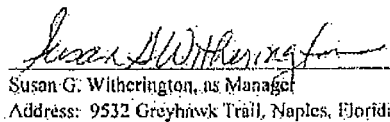

Witness #2 Signature

Witness #2 Printed Name: JAMIE LAMPITT

Witness #2 Address: 15701 S. Tamiami Trail, Fort Myers, FL 33908

Light Speed Plus One, LLC, a Florida limited liability company

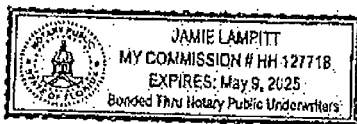
 (Seal)
James M. Witherington, as Manager
Address: 9532 Greyhawk Trail, Naples, Florida 34120

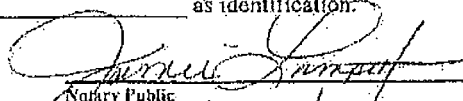
 (Seal)
Susan G. Witherington, as Manager
Address: 9532 Greyhawk Trail, Naples, Florida 34120

State of Florida
County of Lee

The foregoing instrument was sworn to and acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 12th day of September, 2024, by James M. Witherington and Susan G. Witherington, as Managers, Light Speed Plus One, LLC, a Florida limited liability company, who are personally known to me or who have produced FL Drivers Licenses as identification.

(Notary Seal)




Notary Public
Print Name: JAMIE LAMPITT
My Commission Expires: May 9, 2025

December 30, 2025

Via E-Mail

Ahmad R. Kareh, PE
Haley Ward, Inc.
13041 McGregor Blvd.
Fort Myers, FL 33919

RE: **Potable Water and Wastewater Availability**
First Auto Credit Dealership
11170 Summerlin Square Drive Fort Myers Beach, FL 33931
STRAP # 07-46-24-00-00005.1050

To whom this may concern:

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

Your firm has indicated that this project will consist of one 4,940 square foot building with an estimated flow demand of approximately 290 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

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

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

Prior to beginning design work on this project, please meet with LCU Staff to determine the best point of connection and discuss requirements for construction. This letter should not be construed as a commitment to serve, but only as to the availability of service. Lee County Utilities will commit to serve only upon receipt of all appropriate connection fees, a signed request for service and/or an executed service agreement, and the approval of all State and local regulatory agencies.

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

Sincerely,

Ohdet Kleinmann

LEE COUNTY UTILITIES
Public Utilities Manager
239-823-0027



State of Missouri

John R. Ashcroft, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

LC014568617
Date Filed: 8/8/2024
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is
DK FLORIDA PROPERTIES LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "LLC," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

For the acquisition of real and personal property and all other lawful purposes allowed by law.

3. The name and address of the limited liability company's registered agent in Missouri is:

<u>John R. Schneider</u>	<u>212 North Main Street</u>	<u>Cape Girardeau, MO 63701</u>
<i>Name</i>	<i>Street Address: May not use PO Box unless street address also provided</i>	<i>City/State/Zip</i>

4. The management of the limited liability company is vested in: ☒ managers ☐ members (check one)

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (PO box may only be used in addition to a physical street address):

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

<i>Name</i>	<i>Address</i>	<i>City/State/Zip</i>
<u>schneider, john r</u>	<u>212 N Main St</u>	<u>Cape Girardeau MO</u> <u>63701-7219</u>

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

☐ The limited liability company gives notice that the series has limited liability.

New Series:

☐ The limited liability company gives notice that the series has limited liability.

New Series:

☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: john schneider

Address: Email: attorneyschneider@hotmail.com

City, State, and Zip Code: _____

8. Principal Office Address (OPTIONAL) of the limited liability company (PO Box may only be used in addition to a physical street address):

2313 Earleen St Cape Girardeau, MO 63701-1871

Address (PO Box may only be used in conjunction with a physical street address)

City/State/Zip

9. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated: :

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

All organizers must sign:

john r schneider

Organizer Signature

JOHN R SCHNEIDER

Printed Name

08/08/2024

Date of Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

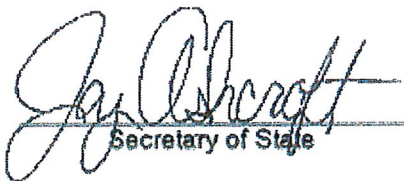
WHEREAS,

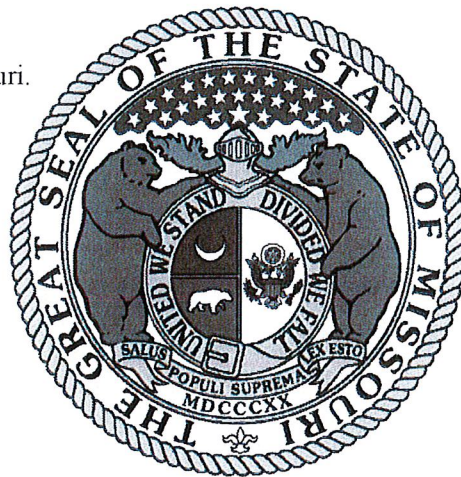
DK FLORIDA PROPERTIES LLC
LC014568617

filed its Articles of Organization with this office on the 8th day of August, 2024, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 8th day of August, 2024, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this 8th day of August, 2024.


Secretary of State



This instrument prepared by:
Kara Murphy, as Manager
TITLE MASTERS, LLC
15701 S. Tamiami Trail
Fort Myers, Florida 33908
Parcel ID Number: 07-46-24-00-00005.1050

LIMITED LIABILITY COMPANY AFFIDAVIT
DK Florida Properties LLC, a Missouri limited liability company

I certify that at a meeting of the Board of Directors/Partners/Members of DK Florida Properties LLC, a Missouri limited liability company (the "Limited Liability Company"), duly organized and existing under the laws of the State of Missouri, held on September 12, 2024, a quorum being present and participating throughout, the following resolutions were adopted:

RESOLVED:

1. That DK Florida Properties LLC, a Missouri limited liability company is purchasing the real property (the "Property") as described in Exhibit "A" attached hereto.
2. DK Florida Properties LLC, a Missouri limited liability company is duly formed in accordance with the laws of the State of Florida, and is currently in existence under valid Articles of Organization, and have not been terminated or dissolved.
3. That David F. Kinder, the sole Manager/Member of DK Florida Properties LLC, a Missouri limited liability company, is hereby authorized on behalf of and in the name of this Limited Liability Company to execute and deliver all documents necessary to close and consummate the purchase of the real property described in Exhibit "A" located in Lee County, Florida aka 11170 Summerlin Square Dr., Fort Myers Beach, FL 33931.
4. That the purchase of the above referenced property does constitute all or substantially all of the assets of DK Florida Properties LLC, a Missouri limited liability company.
5. Neither the Limited Liability Company nor any of the members of the Limited Liability Company are currently debtors in any bankruptcy proceedings and have not filed bankruptcy since the Limited Liability Company acquired title to the Property, and this conveyance of the Property is made in the ordinary course of business.
6. That the Limited Liability Company is not one of a family or group of entities.

7. That the foregoing powers have been ratified by all partners, members, and directors of DK Florida Properties LLC, a Missouri limited liability company, and are hereby ratified and confirmed.

8. That the ownership, equity, and profits of DK Florida Properties LLC, a Missouri limited liability company is as follows:

Name:	% of Interest
David F. Kinder	100 %

9. That the Limited Liability Company does indemnify and shall hold harmless TITLE MASTERS, LLC and OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY from any loss or damages incurred by TITLE MASTERS, LLC and OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY acting in reliance upon this resolution given by DK Florida Properties LLC, a Missouri limited liability company.

I HEREBY CERTIFY that the foregoing is a true and complete copy of the resolutions duly adopted at the meeting of the Board of Directors and Members and approved by unanimous consent of all of the Board of Directors and Members; that said resolution is not in anyway modified, amended, rescinded or annulled and is now in full force and effect, that the resolutions have been entered upon the minute book of this Limited Liability Company; and that the resolutions are in conformity with and are not contrary to or in conflict with any provisions of the Operating Agreement of this Limited Liability Company.

I HEREBY FURTHER CERTIFY that we are familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statement made in an instrument of this nature. I further certify that I have read this Affidavit and understand its contents.

I HEREBY FURTHER CERTIFY that the following person is now acting on behalf of this Limited Liability Company or in the capacity set opposite his respective name and that the signature set opposite his name is the genuine signature.

Name (print or type)	Title	Signature
David F. Kinger	Sole Manager/Member	

I have hereunto sworn to and subscribed my name and affixed the corporate seal this 12th day of September, 2024.

DK Florida Properties LLC, a Missouri limited liability company

David F. Kinder

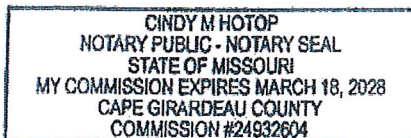
David F. Kinder, as Sole Manager/Member

STATE OF MISSOURI

COUNTY OF Cape Girardeau

The foregoing instrument was sworn to and acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, by means of ☒ physical presence or ☐ online notarization, this 12th day of September, 2024, by David F. Kinder, as Sole Manager/Member, DK Florida Properties LLC, a Missouri limited liability company, who are personally known to me (or who have produced Drivers license as identification) and who executed the foregoing instrument and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of September, 2024.



Cindy M Hotop
NOTARY PUBLIC

Cindy M Hotop
Notary Print Name

My Commission Expires: 03-18-2028

EXHIBIT "A"

A parcel of land in Section 7, Township 46 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 46 South, Range 24 East; thence South 89°02'39" West along the North line of the Northeast quarter of Section 7, for 1342.38 feet to the Northwest corner of the East half of the Northeast quarter of said Section 7; thence South 01°14'16" East along the West line of the East half of said Northeast quarter for 225.00 feet to an intersection with the South right-of-way line of Summerlin Road (C.R. 869); thence North 89°02'39" East along said South right-of-way line for 720.00 feet to the point of beginning of the herein described parcel of land; thence continue North 89°02'39" East along said South right-of-way line for 180.00 feet; thence South 01°14'16" East for 246.94 feet to an intersection with a line parallel with and 20.00 feet North of as measured at right angles to the South line of that certain parcel of land described as Parcel 1 in Official Records Book 2093, page 2876 of the Public Records of Lee County, Florida; thence South 89°02'39" West along said parallel line for 180.00 feet; thence North 01°14'16" West for 246.94 feet to the point of beginning.

aka 11170 Summerlin Square Dr., Fort Myers Beach, FL 33931

DK FLORIDA PROPERTIES, LLC

Designation of Person to Act as a Manager Under this Agent Designation

The undersigned, David F. Kinder, Manager of DK Florida Properties, LLC, a Missouri limited liability company, hereby designates David Likens to be an authorized Agent to act on behalf of the Manager, David F. Kinder, and to also act as a Limited Power of Attorney for David F. Kinder, in matters pertaining to DK Florida Properties, LLC.

The undersigned, David Likens, hereby accepts the position of Agent to act on behalf of David F. Kinder and also to act on behalf of DK Florida Properties, LLC, and the undersigned, David Likens, is also familiar with the Articles in the Operating Agreement of said company that pertains to the Manager, authority of Manager, Manager's standard of care, and duty to act in the best interest of the company while acting as Agent of the Managing Member.

The undersigned, David F. Kinder, hereby appoints David Likens as Agent to act in his place and on his behalf and to otherwise bind DK Florida Properties, LLC, a Florida limited liability company, accordingly.

This delegation of Agency shall remain in full force and effect until terminated by David F. Kinder, at his sole and exclusive discretion.

Executed this 5 day of September, 2025.

DK FLORIDA PROPERTIES, LLC

By: David F. Kinder

Name: David F. Kinder

Title: Manager/Member of
DK Florida Properties, LLC

DESIGNATED AGENT:

By: [Signature]
Name: David Likens

FIRST AUTO CREDIT DEALERSHIP

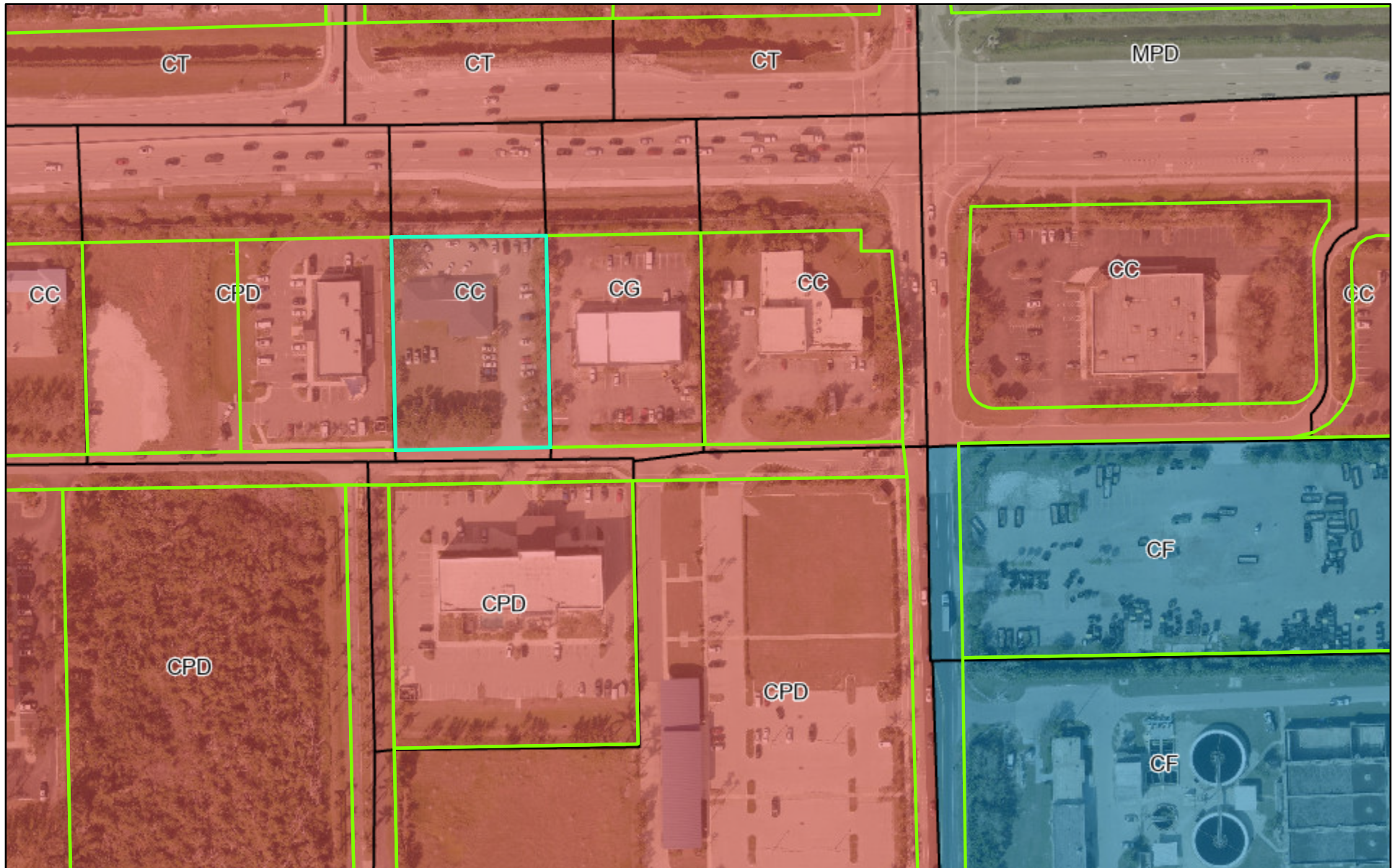


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02/13/2025

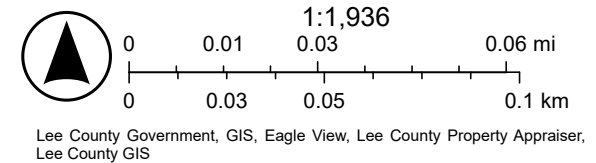
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PARCEL AERIAL EXHIBIT



6/17/2025, 1:52:38 PM

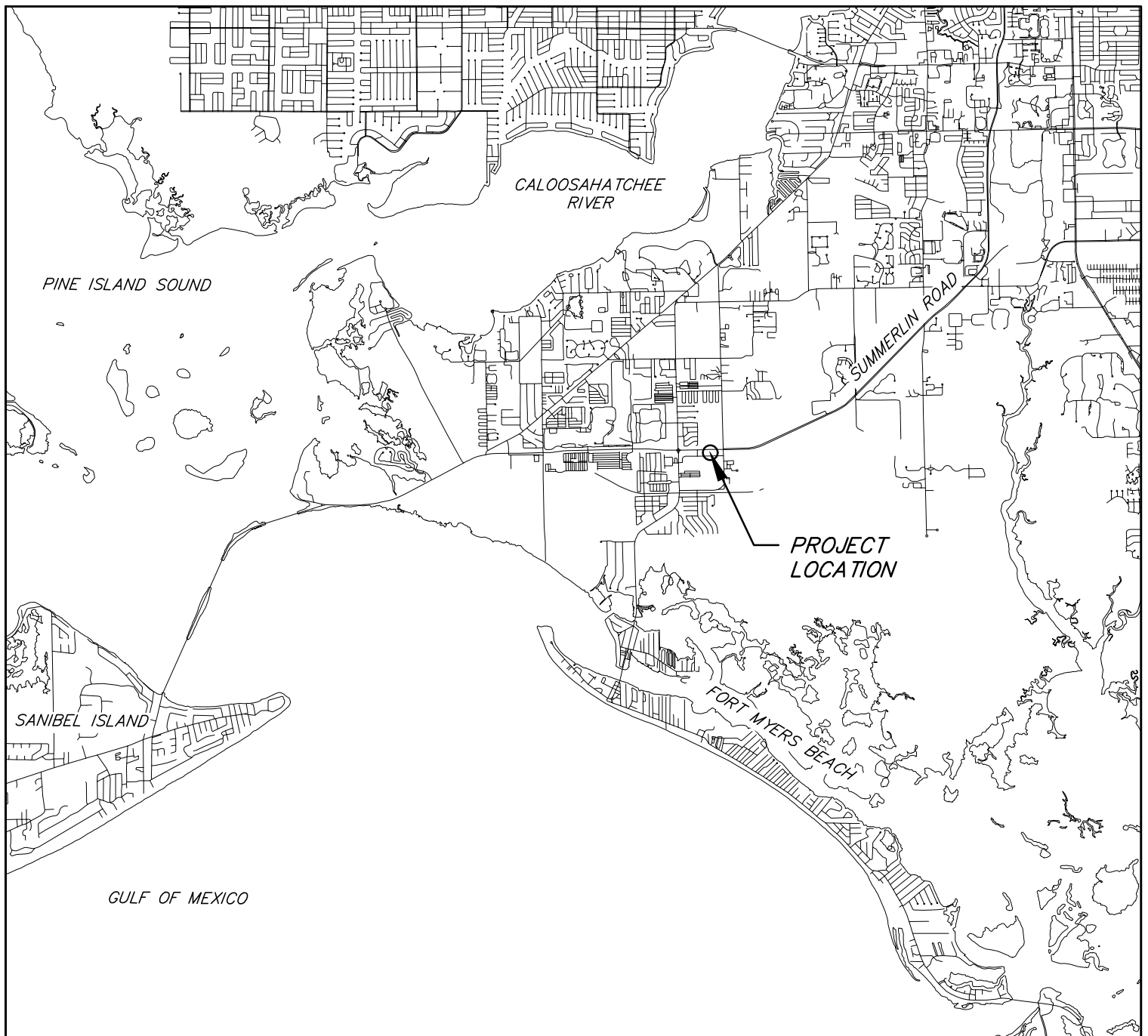
- | | | |
|--|---------------------------|--------------|
| Parcels | Other Planned Development | Green: Green |
| Zoning | Community Facilities | Blue: Blue |
| Primary Zoning Divisions 2025 Aerial Imagery | | |
| Commercial | Red: Red | |



This is not a survey. Lee County GIS Department has prepared this map for informational purposes only. Details shown may be unofficial determinations and may not be accompanied by warranty or guarantee.

PARCEL CURRENT ZONING EXHIBIT

Lee County GIS



SITE LOCATION MAP

SCALE: N.T.S.

PARCEL STRAP NUMBER:

STRAP: 07-46-24-00-00005.1050

PARCEL ADDRESS:

11170 SUMMERLIN SQUARE DRIVE, FORT MYERS BEACH, FL 33931

FIRST AUTO CREDIT DEALERSHIP

SECTION 07, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA



STATE OF FLORIDA
LEE COUNTY PROPERTY APPRAISER

**Mailing Address:**

P.O. Box 1546
 Fort Myers, Florida 33902-1546

Physical Address:

2480 Thompson Street
 Fort Myers, Florida 33901-3074

Telephone: (239) 533-6100 -- (866) 673-2868 (From anywhere in continental US/Canada/Florida except 239 area code)

Facsimile: (239) 533-6160 -- **Website:** www.leepa.org

VARIANCE REPORT

Date: 6/7/2025 12:00:00 AM

Buffer: 500

Affected: 17

SUBJECT PARCEL(S):**OWNER NAME AND ADDRESS**

DK FLORIDA PROPERTIES LLC
 2313 EARLEEN ST
 CAPE GIRARDEAU MO 63701

STRAP & LOCATION

07-46-24-00-00005.1050
 11170 SUMMERLIN SQUARE DR
 FORT MYERS BEACH 33931

LEGAL DESCRIPTION

PAR IN E1/2 OF NE1/4 DESC
 OR2632 PG4168 AKA OUT OF
 PAR C

AFFECTED PARCELS:**OWNER NAME AND ADDRESS**

CRENSHAW USVI LLC
 3340 HAMPTON RD
 RALEIGH NC 27607

STRAP & LOCATION

06-46-24-36-00000.0010
 16950 PINE RIDGE RD
 FORT MYERS 33908

LEGAL DESCRIPTION

SUMMER RIDGE DESC IN
 INST#2007-172657 LOT 1

INDEX

1

LAUNCH SUMMER RIDGE LLC LAUNCH
 PROPERTIES
 9485 WHISTLING VALLEY TRL
 LAKE ELMO MN 55042

06-46-24-36-00000.0020
 11057/129 SUMMER RIDGE LN
 FORT MYERS 33908

SUMMER RIDGE DESC IN
 INST#2007-172657 LOT 2

2

SUMMERLIN RIDGE PROPERTY OWNER
 2226 STATE ROAD 580
 CLEARWATER FL 33763

06-46-24-36-0000A.00CE
 RIGHT OF WAY
 FORT MYERS 33908

SUMMER RIDGE DESC IN
 INST#2007-172657 TRACT A

3

FAMILY HEALTH CENTERS OF SOUTH
 PO BOX 1357
 FORT MYERS FL 33902

06-46-24-36-0000C.0000
 11100 SUMMER RIDGE LN
 FORT MYERS 33908

SUMMER RIDGE DESC IN
 INST#2007-172657 TRACT C

4

AHP LP7 FT MYERS LLC
 14643 DALLAS PARKWAY
 SUITE 970
 DALLAS TX 75254

07-46-24-00-00005.0010
 11281 SUMMERLIN SQUARE DR
 FORT MYERS BEACH 33931

PAR IN E1/2 OF NE1/4 DESC
 OR 2632 PG 4156 AKA OUT OF
 PAR H

5

FOCUS FORT MYERS LLC
 7930 SKYLAND RIDGE PKWY #200
 RALEIGH NC 27617

07-46-24-00-00005.0020
 11261 SUMMERLIN SQUARE DR
 FORT MYERS BEACH 33931

PAR IN E1/2 OF NE1/4 DESC
 OR 2632 PG 4154 AKA OUT OF
 PAR I

6

LEE COUNTY PO BOX 398 FORT MYERS FL 33902	07-46-24-00-00005.0030 11101 SUMMERLIN SQUARE DR FORT MYERS BEACH 33931	PAR IN E1/2 OF NE1/4 DESC OR 2632 PG 4158 AKA OUT OF PAR J LESS W 285 FT + N 306 FT	7
FORT MYERS LODGING LLC 2301 8TH AVE NE #120 ABERDEEN SD 57401	07-46-24-00-00005.003A 11171 SUMMERLIN SQUARE DR FORT MYERS BEACH 33931	PARCEL IN E 1/2 OF NE 1/4 AS DESC IN OR 4606 PG 3914	8
SUMMERLIN SQUARE DRIVE LLC 12734 KENWOOD LN #35 FORT MYERS FL 33907	07-46-24-00-00005.1020 RIGHT OF WAY FORT MYERS BEACH 33931	PARL IN E 1/2 OF NE 1/4 AS DESC IN OR 1796 PG 3546 LESS 5.1030 THRU 5.1090	9
FORT MYERS BEACH KIWANIS CLUB PO BOX 2507 FORT MYERS BEACH FL 33932	07-46-24-00-00005.1030 11050 SUMMERLIN SQUARE DR FORT MYERS BEACH 33931	PAR IN E1/2 OF NE1/4 DESC OR2632 PG4172 AKA OUT OF PAR A	10
SWFL GROUP LLC 28901 TRAILS EDGE BLVD #206 BONITA SPRINGS FL 34134	07-46-24-00-00005.1040 11100 SUMMERLIN SQUARE DR FORT MYERS BEACH 33931	PAR IN E1/2 OF NE1/4 DESC OR2632 PG4170 AKA OUT OF PAR B	11
TIEFENTHALER KIMBERLY ANN & 1107 SCENIC HILL LN DE WITT IA 52742	07-46-24-00-00005.1060 11200 SUMMERLIN SQUARE DR FORT MYERS BEACH 33931	PAR IN E1/2 OF NE1/4 DESC OR2632 PG4166 AKA OUT OF PAR D	12
ARTISTIC INVESTMENTS LLC 13450 RED MAPLE CIR NORTH FORT MYERS FL 33903	07-46-24-00-00005.1070 11250 SUMMERLIN SQUARE DR FORT MYERS BEACH 33931	PAR IN E1/2 OF NE1/4 DESC OR2632 PG4164 AKA OUT OF PAR E	13
BBARKIS CAR WASH INC 15660 WILDFLOWER DR FORT MYERS FL 33912	07-46-24-00-00005.1080 11270 SUMMERLIN SQUARE DR FORT MYERS BEACH 33931	PAR IN E1/2 OF NE1/4 DESC OR2632 PG4162 AKA OUT OF PAR F	14
GULF WATERS RV HOMEOWNERS ASSO 11301 SUMMERLIN SQUARE DR FORT MYERS BEACH FL 33931	07-46-24-19-0000F.00CE GULF WATERS RV RESORT C/E FORT MYERS 33931	GULF WATERS RV RESORT PB 76 PG 53-57 TRACT F + RD R/W TRACT	15
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	08-46-24-00-00001.002A 17101-115 PINE RIDGE RD FORT MYERS BEACH 33931	S250FT OF N750FT OF W897FT OF NW1/4 OF SEC 8 DESC OR3003 PG700 LESS OR1696 PG4160	16
DS FORT MYERS BEACH FL LANDLOR 3333 PEACHTREE RD NE 7TH FLR ATLANTA GA 30326	08-46-24-00-00001.0030 17065 PINE RIDGE RD FORT MYERS BEACH 33931	PARL IN NW 1/4 OF NW 1/4 DESC IN OR 1854 P 3659 LESS R/W + LESS R/W DESC OR2895 PG1881	17



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LEE COUNTY PROPERTY APPRAISER



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SUBJECT PARCEL:

OWNER NAME AND ADDRESS

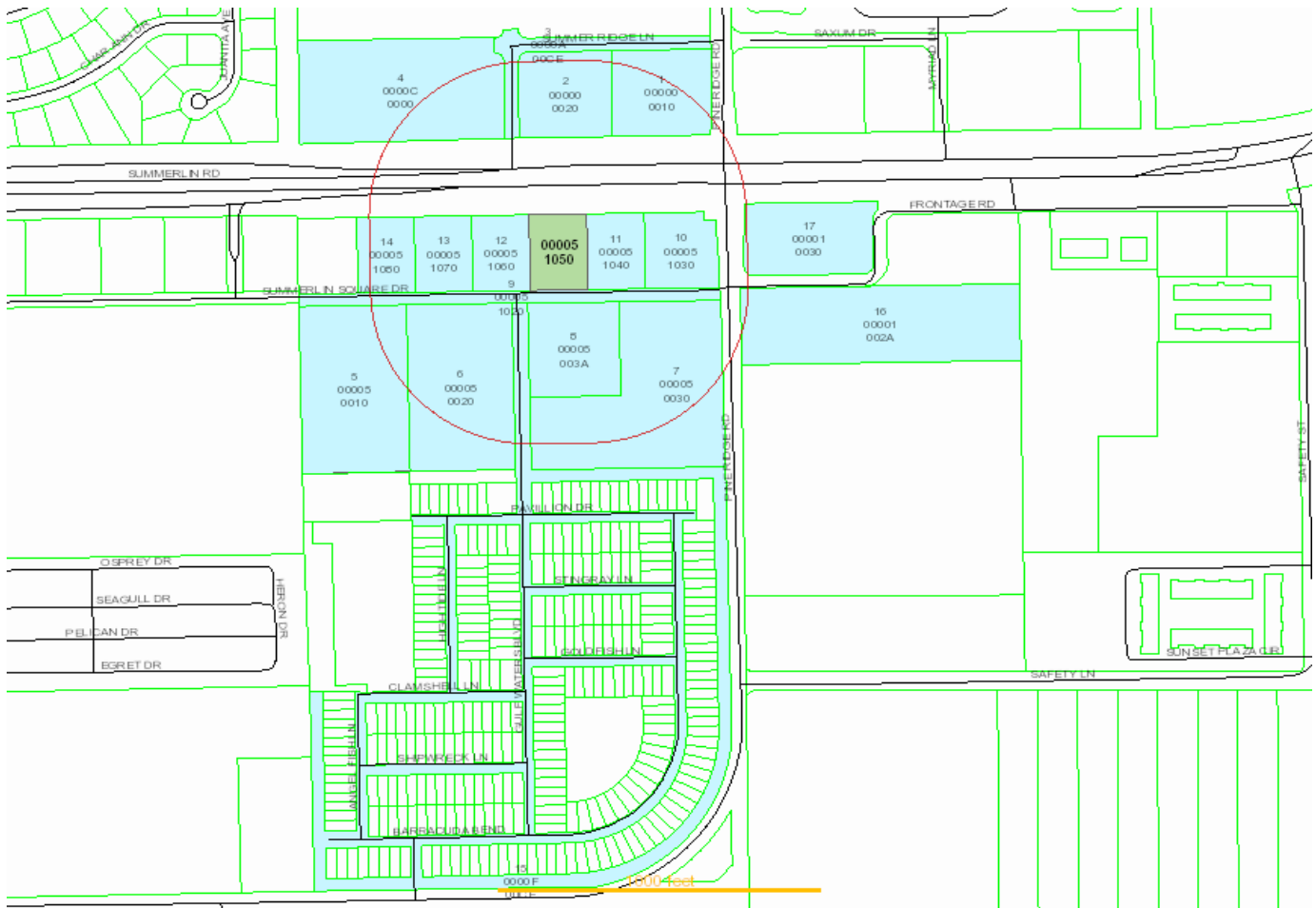
DK FLORIDA PROPERTIES LLC
2313 EARLEEN ST
CAPE GIRARDEAU MO 63701

STRAP & LOCATION

07-46-24-00-00005.1050
11170 SUMMERLIN SQUARE DR
FORT MYERS BEACH 33931

LEGAL DESCRIPTION

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OR2632 PG4168 AKA OUT OF
PAR C



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9485 WHISTLING VALLEY TRL
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7930 SKYLAND RIDGE PKWY #200
RALEIGH NC 27617

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

FORT MYERS LODGING LLC
2301 8TH AVE NE #120
ABERDEEN SD 57401

SUMMERLIN SQUARE DRIVE LLC
12734 KENWOOD LN #35
FORT MYERS FL 33907

FORT MYERS BEACH KIWANIS CLUB
PO BOX 2507
FORT MYERS BEACH FL 33932

SWFL GROUP LLC
28901 TRAILS EDGE BLVD #206
BONITA SPRINGS FL 34134

TIEFENTHALER KIMBERLY ANN &
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ARTISTIC INVESTMENTS LLC
13450 RED MAPLE CIR
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15660 WILDFLOWER DR
FORT MYERS FL 33912

GULF WATERS RV HOMEOWNERS ASSO
11301 SUMMERLIN SQUARE DR
FORT MYERS BEACH FL 33931

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

DS FORT MYERS BEACH FL LANDLOR
3333 PEACHTREE RD NE 7TH FLR
ATLANTA GA 30326