



Bonita Springs City Hall
9101 Bonita Beach Road
Bonita Springs, FL 34135

**City of Bonita Springs
Board for Land Use Hearings & Adjustments
and Zoning Board of Appeals
Meeting Agenda**

April 30, 2024
9:00 a.m.

If you plan to address the Council Board, please complete a “Public Comment Card” located on the table outside of Chambers. Completed comment cards should be submitted to the City Clerk prior to the start of the meeting.

To submit your public comment in writing, please email your name, address, and comments to CITYMEETINGS@CITYOFBONITASPRINGS.ORG **Any written public comment must be received by 3:00 P.M. on April 29, 2024.**

The City of Bonita Springs will not discriminate against individuals on the basis of race, color, national origin, sex, age, disability, religion, income, or marital status. To request an ADA-qualified reasonable modification at no charge to the requestor, please contact City Clerk Mike Sheffield by calling (239) 949-6262 at least 48 hours prior to the meeting.

If a person decides to appeal a decision made by the Council on any matter at this meeting, such person must have a verbatim record of the proceeding to include the testimony and evidence upon which such appeal is to be based.

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Public Comment
6. Public Hearings

Each case will include a public comment period at the conclusion of the applicant and staff presentation.

- A. Case Name: ST. JAMES RESIDENTIAL/COMMERCIAL PLANNED DEVELOPMENT (PD23-100280-BOS)

A REQUEST TO REZONE 9.26+/- ACRES FROM COMMERCIAL PLANNED DEVELOPMENT (CPD) TO COMMERCIAL PLANNED DEVELOPMENT/RESIDENTIAL PLANNED DEVELOPMENT (CPD/RPD) TO ALLOW 136 MULTI-FAMILY DWELLING UNITS, INCLUDING BONUS DENSITY UNITS, AND A COMMERCIAL TRACT.

7. Next Meeting: May 14, 2024 at 9:00am (Tentative)
 8. Adjournment
-

St. James Development CPD

Exhibit II-D Area Location Map

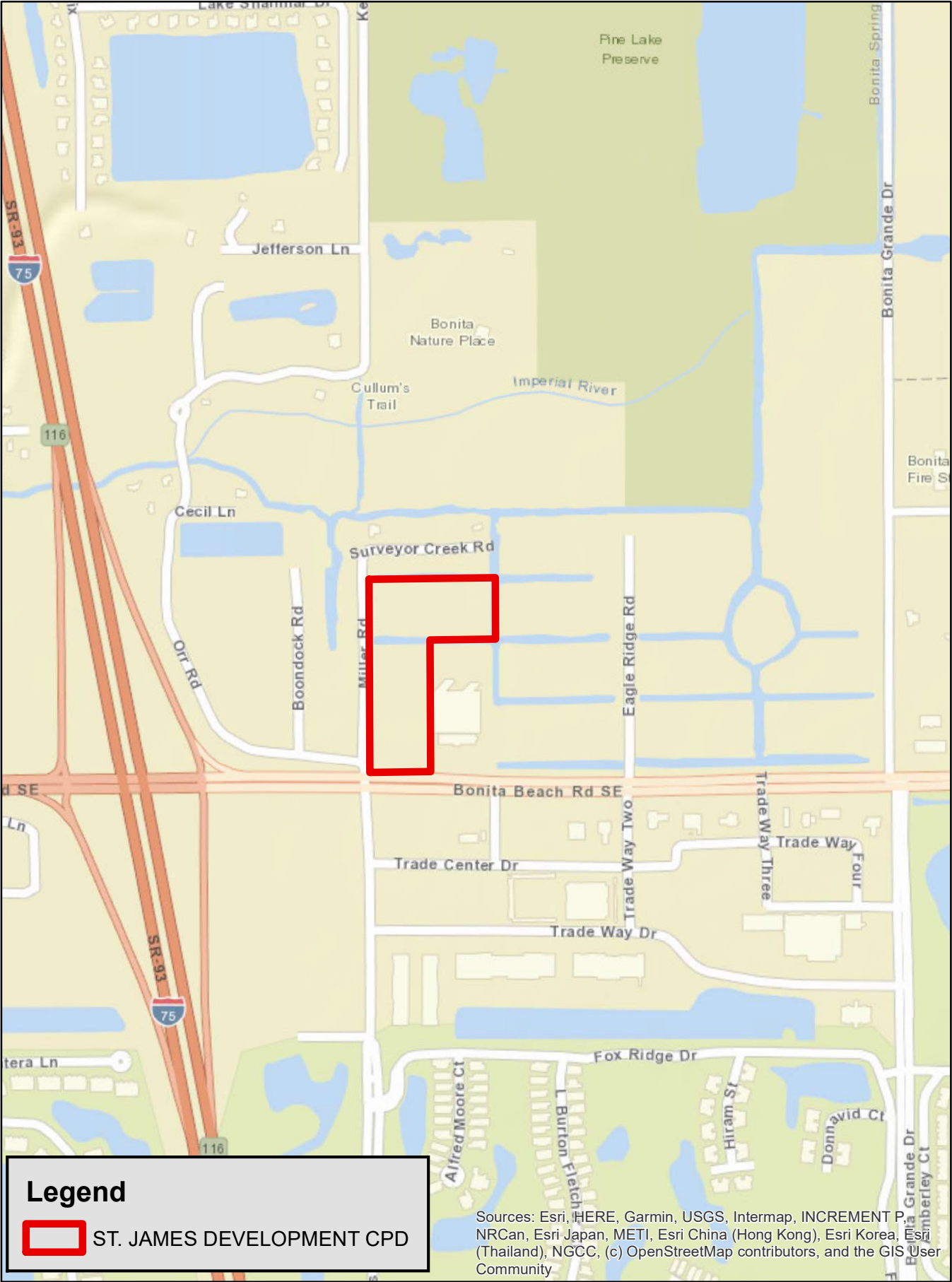


TABLE OF CONTENTS
PD23-100280-BOS: ST. JAMES CPD/RPD

Staff Report	
Application Summary	Page 2
Background	Page 3
Recommendation	Page 5
Deviations	Page 9
EXHIBITS:	
Exhibit A: Boundary Survey and Legal Description	Page 16
Exhibit B: 3-Page Master Concept Plan	Page 27
Exhibit C: Proposed Cross-Sections	Page 30
Exhibit D: Agreements with Adjacent Landowners	Page 32
ATTACHMENTS:	
Attachment A: Staff Analysis (Background and Informational Analysis)	Page 116
Attachment B: Applicant's Informational Analysis and Project Submittal Documents	Page 121

BONITA SPRINGS, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
ZONING DIVISION
STAFF REPORT

TYPE OF CASE: REZONE – COMMERCIAL PLANNED
DEVELOPMENT/RESIDENTIAL PLANNED DEVELOPMENT
(CPD/RPD)

CASE NUMBER: PD23-100280-BOS

HEARING DATE: April 30, 2024

PLANNER: Mary Zizzo, Esq., AICP

APPLICATION SUMMARY:

- A. Applicant: Bonita FL Beach Development, LLC
- B. Agent: D. Wayne Arnold, Q. Grady Minor & Associates, P.A.
Richard D. Yovanovich, Coleman, Yovanovich and Koester, P.A.
- C. Request: A request to rezone 9.26± acres from Commercial Planned Development (CPD) to Commercial Planned Development/Residential Planned Development (CPD/RPD) to allow 136 multi-family dwelling units, including bonus density units, and a commercial tract.
- D. Location: The subject property is located at 27825, 27853, 27857, 27877, 27887, 27925, 27951, 27955, 27961 Miller Rd. Bonita Springs FL 34135. STRAP: 31-47-26-B3-00705.0140, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0110, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0060, 31-47-26-B3-00703.0010, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0100, 31-47-26-B3-00701.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0030, 31-47-26-B3-00703.0030, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0130, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0050, 31-47-26-B3-00701.0090.
- E. Future Land Use Map Designation: Interchange Commercial
- F. Current Zoning: Commercial Planned Development (CPD)
Interstate Zone of the Bonita Beach Road Corridor Overlay

G. Current Land Use: Vacant Land

By this reference, the Applicant's application in its entirety and correspondence is made part of this record and is available at the City Clerk's and Community Development's Offices.

BACKGROUND:

History and Overview

The subject properties are currently undeveloped, within the St. James Commercial Planned Development (CPD). The Applicant is the current Owner, requesting to rezone the property to Commercial Planned Development/Residential Planned Development (CPD/RPD), proposing an 136-unit apartment complex, including 45 density bonus units, and a commercial tract. The commercial tract will either contain up to 105,000 square feet of mini-warehouse use or provide commercial use(s), not to exceed 25,000 square feet. The property is located within the Interstate Zone of the Bonita Beach Road Corridor Overlay.

The current zoning on the property was approved under Zoning Ordinance (ZO) 08-11, as reinstated and amended in ZO-15-01. The approved master concept plan has been extended through various emergency orders in accordance with Florida Statutes. Approved uses include Auto Parts Store, Fast Food Restaurants; Convenience Food and Beverage Stores, Healthcare Facilities, Groups 1-3 and Mini-Warehouse.

Pursuant to LDC Section 4-272, residential uses within the Interchange Commercial Area of the Bonita Plan require a major planned development rezone. An approval of this rezone would create a new schedule of uses, master concept plan and property development regulations, repealing and replacing the previously approved zoning ordinance.

The proposed project is located within the Bonita Beach Road Corridor Overlay, which was adopted in Ordinance 19-10. Part of the stated purpose and intent of the overlay is to foster urbanized development patterns that focus on interconnectivity, mobility, human scale, and various design and architectural standards, among other items. Of the four zones created by the overlay, this project is within the Interstate Zone.

Development regulations are contained later in this report as part of **Condition 3**, and are conditioned to keep human scale in mind, as supported by the overlay.

The request seeks eight (8) deviations, which are further analyzed beginning on Page 8.

Uses

Requested uses are included in **Attachment "B."** The commercial tract uses are generally consistent with what would be permitted by right within the Interstate Zone of the Bonita Beach Road Corridor Overlay, with the exception of Mini-Warehouse, which is permitted through approval of a special exception. The residential tract uses are those consistent with those permitted for residential developments. Staff's recommendations on the requested uses are enumerated in **Condition 2**.

Property Development Regulations and Deviations

Development is to be conducted in accordance with the Land Development Code (LDC) Chapters 3 (Development Standards) and Chapter 4 (Zoning). Conditions and deviations set forth in the

adopted zoning ordinance may augment the standard development regulations such as property development standards, buffering, deviations and any associated conditions of approval.

The development regulations are included in **Condition 3**. Deviations may be requested during the review process in accordance with [LDC Sec. 4-326](#) and [LDC Sec. 3-81\(b\)](#). The current planned development request includes eight (8) deviations. Staff's analysis and recommendation on the deviation requests are included later in this Staff Report. The deviation request and associated justification by the Applicant is included in the Applicant's Analysis in **Attachment "B."**

Comprehensive Plan Considerations

This project was reviewed for compliance with the City of Bonita Springs Comprehensive Plan, including future land use, transportation, conservation/coastal management, and infrastructure elements. The project is located within the Interchange Commercial future land use category. Additional Staff Analysis is included in **Attachment "A."** The Applicant's Analysis is included in **Attachment "B."**

Transportation Summary Analysis

The project is designed to accommodate multiple modes of transportation, including sidewalks and vehicular roads. As conditioned and as consistent with Chapter 3, the Applicant will be required to improve Miller Road to Complete Streets standards, as further clarified in the proposed conditions.

Infrastructure Summary Analysis

The City's potable water and sanitary sewer utility franchise, Bonita Springs Utilities, has reviewed the request and did not raise any concerns regarding potential burdens on infrastructure, or infrastructure availability. Drainage will be fully assessed at time of local development order, to be developed in accordance with City standards. As a result, it is the Staff opinion that the project is consistent with the infrastructure element of the Bonita Plan.

CONCLUSIONS:

The following conclusions are based upon the Applicant's application being reviewed for compliance with the City of Bonita Springs Comprehensive Plan and the LDC. **Attachment "A,"** which is attached hereto and made a part hereof, demonstrates the type of analysis that was done.

Pursuant to the City's LDC, the Applicant is required to hold two (2) neighborhood meetings. The first meeting was held on November 3, 2022, with five members of the public present. The Applicant held their second meeting on March 13, 2024, with two members of public present. At both meetings, questions of project access and construction timelines were discussed. Additional methods of public notice included mailed notices to properties within 375 feet of the property, property-posting signs along rights-of-way, and a legal ad in the Fort Myers News-Press for the Zoning Board public hearing.

The rezoning request was evaluated by Community Development for planning, zoning, engineering, environmental, and transportation impacts. The Florida Department of Transportation, Lee County Department of Transportation, Bonita Springs Utilities and the Bonita Springs Tree Advisory Board also reviewed the request. The proposed development, as conditioned, is consistent with the requirements and standards of the City of Bonita Springs

Comprehensive Plan and LDC. A detailed analysis is included in **Attachment “A”** of the Staff Report.

RECOMMENDATION:

Staff recommends **APPROVAL, with conditions**, of Petition PD23-100280-BOS, St. James Commercial Planned Development/Residential Planned Development (CPD/RPD), which proposes to rezone 9.26 +/- acres from Commercial Planned Development (CPD) to a Commercial Planned Development/Residential Planned Development (CPD/RPD). This recommendation of APPROVAL is subject to the following conditions:

Conditions:

1. The project shall be consistent with the Master Concept Plan titled “St. James Development CPD Master Concept Plan” prepared by Q. Grady Minor and Associates, P.A., dated April 5, 2024, attached hereto and made a part hereof (**Exhibit “B”**), and the proposed Bonita Beach Road Cross-Section (**Exhibit “C”**), except as modified by the conditions below. This development must comply with all requirements of the Bonita Springs Land Development Code (LDC) at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

2. Schedule of Uses:

Residential Tract (RPD):

- a) Accessory Uses and Structures
- b) Administrative Offices (Leasing Office)
- c) Dwelling Units, Multiple-Family (not to exceed 91 standard units and up to 45 bonus density units).
The dwelling unit mix is limited to a maximum of 55% one-bedroom units and 45% two-bedroom units.
- d) Essential Service Facilities, Group I and Group II- electric substations, pursuant to LDC Section 4-898, Note 11.
- e) Excavation, Water Retention
- f) Parking Lot, Accessory (may include carports or enclosed garages)
- g) Recreational Facilities, Private On-Site and Personal
- h) Signs, in accordance with LDC Chapter 6, as amended

Commercial Tract (CPD) (not to exceed 25,000 square feet total or 105,000 square feet mini-warehouse):

- a) Accessory Uses and Structures
- b) Administrative Offices
- c) ATM (Automatic Teller Machine)
- d) Banks and Financial Establishments, Group I
- e) Broadcast Studio, Commercial Radio and Television
- f) Business Services, Groups I and II
- g) Caretaker’s Residence
- h) Cleaning and Maintenance Services (no outdoor storage of fertilizers or cleaning materials)
- i) Clothing Stores, General

- j) Clubs, Commercial, Fraternal, Membership Organization, Private
- k) Contractors and Builders, Groups I and II
- l) Daycare Centers, Child, Adult
- m) Drive-Thru Facility For Any Permitted Use, Except Package Stores
- n) Drug Store, Pharmacy
- o) Essential Service Facilities, Group I
- p) Excavation, Water Retention
- q) Fences, Walls
- r) Food and Beverage Services, Limited
- s) Food Stores, Group I
- t) Hardware Store
- u) Healthcare Facilities, Groups I, II, and III
- v) Hobby, Toy and Game Shop
- w) Household and Office Furnishings, Group I
- x) Laundry or Dry Cleaning, Group I
- y) Paint, Glass and Wallpaper
- z) Parking Lot, Accessory, Temporary
- aa) Pet Service
- bb) Place of Worship
- cc) Real Estate Sales Office
- dd) Recreational Facilities, Commercial, Group I
- ee) Religious Facilities
- ff) Repair Shop, Groups I and II
- gg) Restaurant, Fast Food
- hh) Restaurant, Groups I, II, and III
- ii) Retail and Wholesale Sales, clearly incidental and subordinate to a permitted principal use on the same premises
- jj) Schools, Commercial
- kk) Signs, in accordance with LDC Chapter 6, as amended.
- ll) Social Services, Group I
- mm) Specialty Retail, All Groups
- nn) Storage, indoor
- oo) Studios
- pp) Temporary Uses, limited to sidewalk sale for on-site retail businesses, incidental garage sale for the mini/self-storage business, temporary construction trailers
- qq) Variety Store
- rr) Warehouse, Mini-warehouse, Private and Public (105,000 s.f. maximum)
- ss) Wireless Communication Facilities, subject to Condition #6

3. Property Development Regulations:

a. RPD Area:

i. Minimum Lot Dimensions:

- 1. Minimum Lot Area: N.A.
- 2. Minimum Lot Depth: N.A.
- 3. Minimum Lot Width: N.A.

ii. Minimum Setbacks *1:

- 1. Street/Front (Public Road) *2: 25 feet
- 2. Street/Front (Private Ingress/Egress Easement): 25 feet
- 3. Side Yard:
 - a. Principal: 15 feet

b. Accessory:	5 feet
4. Rear Yard:	
a. Principal:	20 feet
b. Accessory:	10 feet
5. Project Perimeter Setback:	20 feet
6. Preserve:	30 feet
iii. Maximum Building Height:	
a. Principal:	50 feet, 3-stories
b. Accessory:	25 feet
iv. Maximum Lot Coverage:	40 percent
v. Minimum Building Separation *3:	
a. Principal:	25 feet
b. Accessory:	0 feet
vi. Minimum Open Space:	40 percent

*1 No setback shall be required between the established commercial and residential tracts. See Deviation #3

*2 See Deviation #6

*3 See Deviation #7

b. CPD Area:

i. Minimum Lot Dimensions:	
1. Minimum Lot Area:	10,000 square feet
2. Minimum Lot Depth:	100 feet
3. Minimum Lot Width:	100 feet
ii. Minimum Setbacks *1:	
1. Street/Front (Public Road) *2:	25 feet
2. Street (Private Road):	20 feet
3. Drive Aisle:	10 feet
4. Side Yard:	
a. Principal:	15 feet
b. Accessory:	5 feet
5. Rear Yard:	
a. Principal:	20 feet
b. Accessory:	5 feet
iii. Maximum Building Height:	
a. Principal:	50 feet, 3-stories
b. Accessory:	25 feet
iv. Maximum Lot Coverage:	45 percent
v. Minimum Building Separation *3:	
a. Principal:	25 feet
b. Accessory:	0 feet
vi. Minimum Open Space:	20 percent

*1 No setback shall be required between the established commercial and residential tracts.

*2 See Deviation #6

*3 See Deviation #7

4. Parking. In support of deviation 6, a minimum of 1.67 parking spaces per residential unit are required, provided parking is shared with the commercial tract, which shall provide one space per 20,000 square feet of mini-storage and one space per 300 square feet of office area, subject to Condition 5.b.
5. Environmental
 - a. In support of Deviation 2 and 3, a 10' Type 'F' buffer shall be installed along Miller Road where the self-storage use is visible from residential. Landscape planting spacing and sizes shall be as described in LDC Sec. 4-2074(a)(1)c and d.
 - b. Sixteen (16) heritage trees have been identified on the site. Prior to local development order, the Applicant will meet with the Bonita Springs Tree Advisory Board to discuss the potential preservation of heritage trees within the parking and open space areas and mitigation requirements for heritage trees to be removed. The project shall comply with the recommendation of the Tree Advisory Board. Staff may give administrative deviations to parking requirements for tree preservation with adequate space for root structure.
 - c. If any archeological/historical sites are uncovered during development activities, all work in the immediate vicinity of such sites shall cease. The Developer will immediately contact the Florida Department of State, Division of Historical Resources and the City of Bonita Springs and advise them of the discovery. The Developer will have a State-certified archaeologist determine the significance of the findings and recommend appropriate mitigation actions, if necessary.
 - d. In order to aid in reducing negative impacts to the water quality of the Imperial River, at time of local Development Order, the Applicant shall stabilize and revegetate the Floodplain Compensation Area(s) with approved native vegetation in a manner consistent with the provisions of UF/IFAS Florida-Friendly Landscaping Principles and Bonita Springs City Code 24-46(1) relating to activities requiring a FEMA No-Rise Certification.
 - e. In support of Deviation 8, the indigenous preserve area shall be established to include retention of heritage trees labelled 3 and 15 on the Heritage Tree and Master Concept Map by Owen Environmental Consulting, LLC. The preserve, Floodplain Compensation Area, and dry detention area boundaries may be adjusted from that shown on the MCP to accommodate retention of these two heritage trees. Additionally, best efforts shall be made to retain the 414 FLUCCS area for the vegetation to remain in place (0.93 acres). Prior to local development order approval, a restoration planting plan for the remaining area to be replanted (0.74 acres) shall be provided as part of the indigenous preserve management plan as required by LDC Section 3-417(e), as amended. Plantings shall be provided in three strata with native species appropriate for the intended use of the area. Preserve signage shall also be provided. Replanting within the Floodplain Compensation Area shall be in accordance with Bonita Springs Flood Hazard Reduction regulations.
6. A wireless communication facility may be administratively approved, provided it is co-located on a building and the height of the tower does not exceed 50 feet in height or

the building height, whichever is less, as measured from the base flood elevation, and shall be camouflaged.

7. Transportation and Multimodal

- a. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions for on-site improvements consistent with the City of Bonita Springs Land Development Code may be required to obtain local development order; and
 - b. Accommodation for cross-access connections must be provided with properties to the east of Miller Road, location subject to change upon development. The Applicant shall make every effort to accommodate the positioning for future interconnection.
 - c. At time of local Development Order, the Applicant shall submit a complete Traffic Impact Statement (TIS) in accordance with the LDC. The TIS shall include an analysis of the project's traffic impact at each full and directional median opening along Bonita Beach Road. This analysis shall account for all existing traffic movements and all traffic movements related to developments with approved Development Orders. The Applicant shall collect 4-hour turning movement counts at each full and directional median opening along Bonita Beach Road that is impacted by the proposed development. The 4-hour turning movement counts shall be collected on a Tuesday, Wednesday or Thursday, from 7 AM to 9 AM and from 4 PM to 6 PM.
8. This Master Concept Plan is subject to conditions set forth herein and the rules, regulations, laws, and codes in place at the time of local Development Order and Building Permit approval.
9. This approval is in accordance with the agreements provided to the City during this review (**Exhibit "D"**). Should contrary valid documents exist, further approvals may be required.
10. Approval of this Planned Development is not a guarantee of future approvals.

Deviations:

Deviations may be requested during the review process in accordance with [LDC Section 4-326](#). The Zoning Board may recommend to approve, approve with modification, or reject each requested deviation based upon a finding that each item:

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

The current planned development request includes eight (8) deviations.

1. Deviation (1) requests relief from LDC Section 3-418(d)(4), buffer types, which requires a 15-foot wide Type 'D' landscape buffer adjacent to a ROW to instead allow a 10-foot wide Type 'D' buffer adjacent to the Miller Road ROW.

Applicant's Justification: Providing a 15' wide buffer where the proposed residential portion of the project will be across from the residential area of the Bonita 75 project is not necessary for buffering the two similar residential projects. Further, this portion of Miller

Road is a private roadway that only serves Bonita 75, St. James and two (2) single family homes. A 15' wide buffer from this two-lane roadway is unnecessary as the roadway will be a very low volume road.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request. A 10' Type 'D' buffer will protect the public health, safety and welfare while furthering the objectives of the planned development.

2. Deviation (2) seeks relief from LDC Section 4-2074(a)(1), self-storage facilities, which requires where self-storage facilities abut a public right-of-way (ROW), the landscape buffer shall be a minimum of 30 feet in width from six (6) trees per 100 lineal feet to instead allow a minimum of ten (10) feet in width adjacent to Miller Road and 22 feet adjacent to Bonita Beach Road.

Applicant's Justification: The relief from the special buffer requirements for self-storage facilities is applicable to the area abutting Miller Road, which is a private ROW easement serving the adjacent commercial portion of the Bonita 75 CPD/RPD and the area abutting Bonita Beach Road. The proposed 10' wide buffer adjacent to Miller Road is sufficient to plant the required plant material required for self-storage facilities, while permitting the St. James project to assist with utility and ROW easements necessary for providing water and sewer connections for both Bonita 75 and St. James, as well as the relocation of Orr Road. The vegetative material in the 10' wide buffer along Miller Road will provide the screening intended in LDC [Section] 4-2074. Lee DOT which has jurisdiction for Bonita Beach Road is requiring a right turn lane for Miller Road with compensating right-of-way and a 10-foot-wide sidewalk. The included cross-section of the ROW improvement demonstrates that the buffer can be established at 22 feet in width without impacting the proposed indoor mini storage building. The 22-foot provided buffer will continue to meet the berm and vegetative standards required in the LDC.

The relief is also applicable to the area abutting Bonita Beach Road, where the 30-foot buffer will be encumbered by a maximum 8-ft sidewalk easement to accommodate the Lee DOT sidewalk requirement along Bonita Beach Road. The remaining 22-ft in width will accommodate the necessary landscape material and berm, as required by LDC [Section] 4-2074. For precise clarification, the turn lane taper will require an encumbering sidewalk easement encroachment to range from 0-ft to 8-ft, with the vast majority being an 8-ft encroachment.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request, as conditioned in Conditions 1 and 5.a. The vegetative standards remain within the smaller footprints requested.

3. Deviation (3) seeks relief from LDC Section 4-2074(a)(2), self-storage facilities, which requires where self-storage facilities abut residentially zoned properties, a type 'F' buffer must be provided in accordance with Section 3-418, to instead allow no buffer between the commercial and residential areas within the PD.

Applicant's Justification: Relief from the buffer standard for the residential/commercial interface is warranted because the master developer will be developing both the proposed residential and commercial components of the project, and it is intended that the parking areas and drive aisles will be shared between the commercial and residential areas. The

residential is being developed in an urban setting and within the Interchange Commercial Future Land Use Category, which allows both intensive commercial and residential land uses.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request, as conditioned. Additionally, a 10' type 'F' buffer shall be installed along Miller Road where the self-storage use is visible from residential, as conditioned in Condition 5.a.

4. Deviation (4) seeks relief from LDC Section 4-1732(1)c., Required parking for Multiple-Family buildings, which requires parking at a ratio of 1.5 spaces per unit for each 1 bedroom (BR) unit, 1.75 spaces per unit for each 2BR unit and 2 spaces per unit for a 3BR unit, with an additional 10% of the total required units to be guest parking, to instead allow a parking ratio of 1.67 spaces per unit as the required parking for the project.

Applicant's Justification: The Applicant is proposing to construct 136 rental apartments of which approximately 74 will be 1-bedroom units and 62 will be 2-bedroom units. A total of 227.2 parking spaces, at 1.67 spaces per unit will be available for the rental apartments and 6.8 parking spaces will, at 1 space per 20,000 square feet, will be available for the adjacent indoor mini-storage facility. The 1.67 spaces per unit is consistent with other rental complexes in the City of Bonita Springs and is comparable to other projects developed by the applicant. Given the close proximity to employment opportunities within the interchange area and the access to the existing pedestrian network and Lee Tran stop, the proposed 1.67 spaces per unit will be sufficient. Further, the parking analysis prepared by JMP[B] Transportation concludes the 1.67 spaces per unit exceeds ITE standards for multi-family dwellings. Further, the use of electric bikes has increased rapidly and will provide an alternative to use of automobiles for work, shopping, and recreational activities. Therefore, the applicant will provide additional bike racks within the complex.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request, based on the Applicant's provided data, provided that the units are comprised of 55% 1 BR, 45% 2 BR and a minimum of 10% spaces required are provided in bike racks.

5. Deviation (5) seeks relief from LDC Section 4-1732(3)g., required spaces for mini warehouses, which requires one space per ten cubic storage cubicles, with a minimum of five spaces to instead allow the parking to be calculated at one space per 20,000 square feet of indoor storage area and one space per 300 square feet of office area.

Applicant's Justification: The parking reduction to allow the required parking to be provided based on the indoor storage areas is the same standard utilized by Collier County. It is well documented that the traffic volumes associated with the indoor mini-warehouse use are extremely low. The proposed mini-warehouse use will be designed to provide for an indoor loading/unloading area, providing additional area for patrons to utilize, also reducing the necessity to provide additional parking. Modern storage facilities offers a wide variety of storage options ranging in size from locker type storage to climate-controlled wine storage, and even garage size storage. Parking based on the number of storage units within the building overparks a facility. The standard used by Collier County seems to provide adequate parking without issue for the many years the standard has been in

place and is what is utilized for this deviation request. The peak usage for the mini storage is during daytime hours which is not in conflict with apartment peak hours which are evenings.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request. The layout inside the building is intended to accommodate additional loading and unloading area, in addition to the required parking.

6. Deviation (6) seeks relief from LDC Section 4-899., Site Design Standards for the Bonita Beach Road Corridor Overlay, which establishes property development regulations for the Interstate Zone, to allow deviations as noted below due to the configuration of the infill parcel, proximity to surrounding development, type of development proposed within the RPD/CPD.

Applicant's Specific Requests:

Maximum Block Size/Block Layout Plan

The RPD/CPD does not propose to plat any public or private streets; therefore, no blocks are being created within the project. The site does contain driveways which have been arranged in a manner permitting pedestrians and vehicles to circulate throughout the project, including the RPD and CPD areas of the project.

Buffering Adjacent Property

The RPD/CPD will contain internal driveways which will be buffered from the Miller Road ROW easement by the proposed 10' wide landscape buffer (See Deviation #1). The RPD/CPD will be within 125' of the residential development within the Bonita 75 RPD/CPD. The applicant does not believe that a 6' high wall is necessary at this location as the St. James RPD/CPD internal driveways will be separated from the Bonita 75 RPD/CPD project by the Miller Road and the internal driveways of the Bonita 75 RPD/CPD. The proposed RPD/CPD 10' wide buffer, along with the buffer that will be installed adjacent to the western side of the Miller Road ROW is sufficient buffering and a wall is unnecessary.

Maximum Lot Coverage

The Interstate Zone of the Bonita Beach Road Corridor Overlay establishes a maximum lot coverage of 40% for all uses. The St. James RPD/CPD proposes a maximum lot coverage for the RPD portion of the project to be 40% and the CPD portion to have 45% maximum lot coverage. The overall project will not exceed 40% lot coverage. The CPD portion of the project will exceed the established minimum due to the breakdown of CPD and RPD areas. However, the overall RPD/CPD will meet the maximum lot (building) coverage of 40%.

Maximum Building [Street] Setback

There is a conflict between the required mini warehouse buffer requirement of 30' and the maximum [street] setback of 25'. Due to the need to create a deceleration lane, sidewalk, and compensating ROW, the proposed self-storage use will be setback 30' from the compensating ROW, and the landscape buffer for the self-storage use will be 22' with the required landscape material provided within this reduced buffer width. The applicant has prepared a cross section demonstrating the buffer with the required turn lane and landscape improvements necessitates this deviation.

Applicant's Justification: The above noted deviations from LDC 4-899 are warranted because the RPD/CPD will not be platting streets or creating blocks. The project will provide vehicular and pedestrian connectivity throughout the project. Buffering as proposed on the MCP does meet the intent for buffering between uses. While the maximum lot coverage of 40% will be exceeded on the CPD tract, the overall RPD/CPD will provide a lot coverage well under the maximum. The deviation is needed because the CPD boundary was drawn simply to identify the area where the mini-storage will be developed, yet the RPD and CPD will share common open space, water management and indigenous preserve.

Relief is also requested from the maximum 25-ft building setback to allow for a 30-ft maximum building setback, which would allow the site to have a 30-ft landscape buffer with 8-sidewalk easement encroachment within the landscape buffer and provide a remaining 22-ft to provide the landscape material.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request for the specific items addressed above in accordance with the review criteria and as specified in the proposed conditions.

7. Deviation (7) seeks relief from LDC Section 4-741(d)(4), which establishes that buildings within a PD have building separation equal to the greater of $\frac{1}{2}$ the sum of the building heights or 20', whichever [is] greater to instead allow for buildings within the RPD portion of the planned development to have a minimum building separation of 25'.

Applicant's Justification: The deviation is warranted due to a number of factors. A portion of the existing site is located within a flood way, which requires that buildings are placed outside the flood way. Further, the project is retaining indigenous native vegetation in the northern portion of the site thereby requiring building placement in a limited development envelope on the site. The proposed residential buildings have been arranged so that drive aisle and open spaces separate the buildings which results in the 25' building separation. The proposed separation is consistent with building and fire code standards and does not result in any life safety issue.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request based on the review criteria, providing for a more urban form of development within the Interchange Commercial Future Land Use Area.

8. Deviation (8) seeks relief from LDC Section 3-417 (b) Indigenous Native Vegetation which requires that large projects provide 50% of the required open space as preserved on-site indigenous native vegetation to instead allow for the RPD/CPD to provide the required indigenous native vegetation preservation through a combination of 0.93 acres of on-site preserved indigenous native vegetation habitat and 0.74 acres to consist of restoration of indigenous habitat in areas that are identified as floodplain compensation/open space on the MCP, for a total indigenous habitat preservation area of 1.67 acres.

Applicant's Justification: The site does contain indigenous native vegetation habitat (Pine – Mesic Oak, Disturbed, Invaded by Exotics (51-75%) and Mixed Wetland Hardwoods); however, these communities and much of the site has been previously impacted including significant disturbances to the land surface with infestation by exotic vegetation in a limited portion of the site. The proposal is similar to that approved for the Bonita 75 CPD to the west of the St. James RPD/CPD, which preserved the best quality of native vegetation on-

site and proposed to revegetate areas of the floodplain compensation area with native vegetation in order to provide a contiguous preservation area within the site, and in an area adjacent to off-site native vegetation. The result of the indigenous habitat restoration and on-site preservation will be to meet and exceed the LDC required native vegetation for the RPD/CPD.

Based on the Applicant's request and justification, Staff recommends **APPROVAL** of the deviation request.

SUBJECT PROPERTY:

The Applicant indicates the STRAP numbers are:

31-47-26-B3-00701.0010,
31-47-26-B3-00701.0030,
31-47-26-B3-00701.0040,
31-47-26-B3-00701.0090,
31-47-26-B3-00703.0010,
31-47-26-B3-00703.0030,
31-47-26-B3-00703.0080,
31-47-26-B3-00703.0110,
31-47-26-B3-00703.0120,
31-47-26-B3-00705.0010,
31-47-26-B3-00705.0030,
31-47-26-B3-00705.0050,
31-47-26-B3-00705.0060,
31-47-26-B3-00705.0070,
31-47-26-B3-00705.0080,
31-47-26-B3-00705.0090,
31-47-26-B3-00705.0100,
31-47-26-B3-00705.0110,
31-47-26-B3-00705.0120,
31-47-26-B3-00705.0130, and
31-47-26-B3-00705.0140

EXHIBITS:

- A. Legal Description and Sketch of the Subject Properties
- B. 3-Page Master Concept Plan
- C. Proposed Cross-Sections
- D. Agreements with Adjacent Landowners

ATTACHMENTS:

- A. Staff Informational Analysis
 - i. Background and Informational Analysis
- B. Applicant's Informational Analysis

- i. Application
- ii. Previous Approvals
- iii. Area Location Map
- iv. Aerial
- v. Existing Zoning Map
- vi. ROW and Easements Map
- vii. Public Transit Routes Map
- viii. Applicant's Narrative
- ix. Proposed Site Development Regulations
- x. Proposed Schedule of Uses
- xi. Schedule of Deviations and Justifications
- xii. Traffic Impact Statement
- xiii. Surface Water Management Plan
- xiv. Environmental Assessment
- xv. Historical & Archaeological Map
- xvi. Variance Map
- xvii. Neighborhood Information Meeting 1 Submittal
- xviii. Neighborhood Information Meeting 2 Submittal
- xix. Proposed Master Concept Plan
- xx. ALTA Commitment for Title Insurance
- xxi. Recorded Easements and Agreements

EXHIBIT A

TRACTS 1 THROUGH 9:

A PORTION OF SUNCOAST LAKES, UNIT #2, DESCRIBED AS FOLLOWS:
(COMBINED PARCEL)

A PORTION OF LAND LYING IN SUNCOAST LAKES, UNIT #2, WHICH MAP IS RECORDED IN OFFICIAL RECORDS BOOK 1091, PAGE 512 WHICH IS LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26 EAST, LEE COUNTY, FLORIDA. SAID PORTION BEING A COMBINATION OF ALL OF BLOCKS 1 AND 3 TO INCLUDE ROADWAYS AND CUL-DE-SACS, CANALS AND PORTIONS THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND LYING NORTH OF THE SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 31,
TOWNSHIP 47S, RANGE 26E AND SOUTH OF THE CENTERLINE OF THE CANAL DIVIDING BLOCK 3 AND 5
AND LYING
EAST OF THE WEST LINE OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 25E AND LYING WEST OF
THE
CENTERLINE OF THE CANAL DIVIDING BLOCKS 1 AND 2 AND BLOCKS 3 AND 4 ALL OF SAID SUNCOAST
LAKES, UNIT
NO.2 MAP.

LESS AND EXCEPT THE FOLLOWING:

THE WESTERLY 25.0 FEET AND THE SOUTHERLY 25.0 FEET THEREFROM FOR ROADWAY AND UTILITY PURPOSES.

ALSO LESS AND EXCEPT THEREFROM I-75 RIGHT-OF-WAY IF ANY.

ALSO LESS AND EXCEPT THAT WARRANTY DEED DESCRIBED IN O.R. BOOK 04192 PAGE 0598 BEING DESCRIBED AS
FOLLOWS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 31,
TOWNSHIP 47 SOUTH, RANGE 26 EAST LESS THE SOUTHERLY 25.0 FEET FOR ROAD RIGHT-OF-WAY LEE COUNTY,
FLORIDA.

FOR INFORMATIONAL PURPOSES ONLY, THE CORRESPONDING PARCEL NUMBERS AND LOT NUMBERS ARE:

31-47-26-B3-00701.0010 (LOTS 1 AND 2, BLOCK 1)
31-47-26-B3-00701.0030 (LOT 3, BLOCK 1)
31-47-26-B3-00701.0040 (LOT 4, BLOCK 1)
31-47-26-B3-00701.0090 (LOTS 9, 10, 11 AND 12, BLOCK 1)
31-47-26-B3-00703.0010 (LOTS 1 AND 2, BLOCK 3)
31-47-26-B3-00703.0030 (LOTS 3 AND 4, BLOCK 3)
31-47-26-B3-00703.0080 (LOTS 9 AND 10, BLOCK 3)
31-47-26-B3-00703.0110 (LOT 11, BLOCK 3)
31-47-26-B3-00703.0120 (LOT 12, BLOCK 3)

TRACT 10 (PARCEL 31-47-26-B3-00705.0010):

LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT 2, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN
THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO

THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0° 09' 52" EAST 154 FEET;
THENCE RUN NORTH 89° 48' 15" EAST ALONG THE SOUTH BOUNDARY OF SAID CANAL FOR 75.5 FEET;
THENCE RUN
SOUTH 0° 09' 52" WEST FOR 154 FEET; THENCE RUN SOUTH 89° 48' 15" WEST ALONG THE CENTERLINE OF A ROAD
IN BLOCK 5 TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND
EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING
THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN
OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

LOT 2, BLOCK 5, SUNCOAST LAKES, UNIT 2 OF AN UNRECORDED SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

STARTING AT THE S 1/4 CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, RUN N 0° 09' 52" E ALONG
THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5;
THENCE RUN N 89° 48' 15" E ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF
THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING, CONTINUE N 89° 48' 15" E FOR 75.5
FEET; THENCE RUN N 0° 11' 13" E FOR 154 FEET; THENCE RUN S 89° 49' 51" W FOR 75.5 FEET; THENCE S
0° 09' 52" W FOR 154 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE
ABOVE
DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS
1, 3, 5 AND
7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK
1091, PAGE 512,
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TRACT 11 (PARCEL 31-47-26-B3-00705.0030):

LOTS 3 AND 4, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47
SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE
QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN
BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT
OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09'
52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTERLINE OF A 40 FOOT
WIDE CANAL EASEMENT FOR 151 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT
ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15"
WEST FOR 151 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE
DESCRIBED ROAD EASEMENT ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH
20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 12 (PARCEL 31-47-26-B3-00705.0050):

LOT 5, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47
SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE

QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTER LINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 54 FEET TO A POINT ON THE CENTER LINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 13 (PARCEL 31-47-26-B3-00705.0060):

LOT 6, BLOCK 5, UNIT 2, SUNCOAST LAKES, UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89° 48' 51" EAST FOR 75.5 FEET; THENCE RUN NORTH 0° 09' 52" EAST FOR 134 FEET; THENCE RUN SOUTH 89° 48' 51" WEST FOR 75 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO ROAD RIGHT OF WAY OVER AND ACROSS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 14 (PARCEL 31-47-26-B3-00705.0070):

LOT 7, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 478 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A CUL DE SAC HAVING A RADIUS OF 50 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 15 (PARCEL 31-47-26-B3-00705.0080):

LOT 8, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 553.50 FEET TO A POINT IN THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°48'15" EAST FOR 86.87 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 134 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 89°48'15" WEST FOR 86.81 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 0°09'52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD AND CUL DE SAC, LEE COUNTY, FLORIDA.

TRACT 16 (PARCEL 31-47-26-B3-00705.0090):

LOT 9, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 17 (PARCEL 31-47-26-B3-00705.0100):

LOT 10, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 18 (PARCEL 31-47-26-B3-00705.0110):

LOT 11, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" EAST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" WEST FOR 154 FEET TO A POINT OF THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 19 (PARCEL 31-47-26-B3-00705.0120):

LOT 12, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 251.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL CASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 20 (PARCEL 31-47-26-B3-00705.0130):

LOT 13, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 21 (PARCEL 31-47-26-B3-00705.0140):

LOTS 14, 15 AND 16, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTER LINE OF SAID CANAL FOR 257.81 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 0°09'52" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 154 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 86.87 FEET TO THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET; THENCE CONTINUE SOUTH 89°48'15" WEST FOR 151 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 22: (PART OF PARCEL 31-47-26-B3-00703.0080)

THE EAST 25 FEET OF THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; AND THE EAST 25 FEET ABUTTING THE 25 FEET NORTH OF LOT 9 OF BLOCK 3, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

THE ABOVE TRACT 22 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LOT 9, NORTH 00°09'52" EAST A DISTANCE OF 149 FEET TO A POINT 25 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°48'15 WEST A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 00°09'52" EAST A DISTANCE OF 149 FEET TO A POINT; THENCE NORTH 89°48'15" EAST AT DISTANCE OF 25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 BEING THE POINT OF BEGINNING.

A COMPOSITE OF TRACTS 1 THROUGH 22 BEING DESCRIBED AS FOLLOWS:

A PORTION OF SUNCOAST LAKES, UNIT #2, AN UNRECORDED SUBDIVISION CONTAINED IN OFFICIAL RECORDS BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST; THENCE N 00°45'49" W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 FOR 994.00 FEET TO A POINT IN THE CENTERLINE OF A 50-FOOT WIDE ROAD; THENCE N 88°52'34" E FOR 25.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT # 2, AN UNRECORDED SUBDIVISION CONTAINED IN OFFICIAL RECORDS BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF TRACT 10 AND THE POINT OF BEGINNING; THENCE CONTINUE N 88°52'34" E ALONG THE NORTH LINE OF TRACTS 10, 11 AND 12 FOR 377.50 FEET; THENCE S 00°45'49" E FOR 20.00 FEET TO THE NORTHWEST CORNER OF TRACT 13 BEING ALSO THE NORTHWEST CORNER OF LOT 6, BLOCK 5 OF SAID UNRECORDED SUNCOAST LAKES; THENCE N 88°52'34" E ALONG THE NORTH LINE OF SAID TRACT 13 FOR 75.50 FEET; THENCE N 00°45'49" W FOR 20.00 FEET TO THE NORTHWEST CORNER OF TRACT 14; THENCE N 88°52'34" E ALONG THE NORTH LINE OF SAID TRACT 14 FOR 75.50 FEET; THENCE S 00°45'49" E FOR 20.00 FEET TO THE NORTHWEST CORNER OF TRACT 15 BEING ALSO THE NORTHWEST CORNER OF LOT 8, BLOCK 5 OF SAID UNRECORDED SUNCOAST LAKES; THENCE N 88°52'34" E ALONG THE NORTH LINE OF SAID TRACT 15 FOR 87.09 FEET; THENCE S 00°43'51" E ALONG THE EAST LINE OF SAID TRACT 15 FOR 134.00 FEET TO THE NORTH LINE OF TRACT 21; THENCE N 88°52'34" E ALONG SAID NORTH LINE OF TRACT 21 FOR 20.00 FEET TO THE EAST LINE OF SAID TRACT 21 AND THE CENTER OF A 40-FOOT CANAL; THENCE S 00°43'51" E ALONG SAID EAST LINE OF TRACT 21 FOR 180.25 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4192, PAGE 598, PUBLIC RECORDS OF LEE COUNTY; THENCE S 88°59'22" W ALONG THE NORTH LINE OF SAID PARCEL FOR 330.20 FEET; THENCE S 00°44'50" E ALONG THE WEST LINE OF SAID PARCEL FOR 635.41 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BONITA BEACH ROAD; THENCE S 88°52'39" W ALONG SAID RIGHT-OF-WAY LINE FOR 305.02 FEET TO THE WEST LINE OF TRACTS 1 THROUGH 9; THENCE N 00°45'49" W ALONG SAID WEST LINE, RUNNING PARALLEL AND 25 FEET EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 FOR 353.00 FEET TO THE SOUTH LINE OF TRACT 22; THENCE ALONG THE SOUTH, WEST AND NORTH LINES OF TRACT 22 THE FOLLOWING THREE (3) COURSES: 1). S 88°52'34" W FOR 25.00 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; 2). N 00°45'49" W FOR 154.00 FEET; 3). N 88°52'34" E FOR 25.00 FEET TO THE WEST LINE OF TRACTS 1 THROUGH 9; THENCE N 00°45'49" W ALONG SAID TRACTS 1 THROUGH 9, TRACT 16 AND TRACT 10 FOR 462.00 FEET TO THE POINT OF BEGINNING.

NOTES

1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF T2 UES, INC. IS LB-8336.
2. IMPROVEMENTS ON OR ADJACENT TO THE SUBJECT PARCEL HAVE NOT BEEN LOCATED EXCEPT AS SHOWN. NO SUB-SURFACE FOUNDATIONS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
3. THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN ANY SHOWN.
4. THIS SURVEY DOES NOT MAKE ANY REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
5. ALL NOTED RECORDING REFERENCES ARE FROM THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
6. ALL HORIZONTAL SURVEY DATA IS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) BASED ON GPS RTK (REAL TIME KINEMATIC) CORRECTIONS RECEIVED FROM THE TRIMBLE VRS NETWORK. THE BASIS OF BEARING IS THE WEST LINE OF THE SW QUARTER (1/4) OF THE SE QUARTER (1/4) OF SECTION 31-47-26 AS BEING N 00°45'49" W AS MEASURED.
7. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
8. COORDINATES, ELEVATIONS, BEARINGS AND DISTANCES SHOWN ARE MEASURED OR CALCULATED FROM FIELD TIES UNLESS OTHERWISE NOTED.
9. SURVEYED PARCEL CONTAINS 403,488.79 SQUARE FEET OR 9.26 ACRES, MORE OR LESS.
10. DATE OF LAST FIELD WORK: 6-6-2022; FIELD BOOK 590, PAGE 18.
11. THIS SURVEY OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. NO ENVIRONMENTAL AUDIT OR JURISDICTIONAL DELINEATION WAS MADE AS PART OF THIS SURVEY.
14. ANY ADJOINING DEED CITES ARE FOR "INFORMATIONAL PURPOSES ONLY"; NO SURVEY WAS MADE OF ADJOINING LANDS.
15. SUBSURFACE UTILITY DESIGNATION (QUALITY LEVEL B) WAS PROVIDED ALONG THE SOUTH SIDE OF THE PROPERTY BETWEEN THE NORTH EDGE OF PAVEMENT AND THE RIGHT-OF-WAY LINE.
16. ELEVATIONS SHOWN HEREON ARE BASED ON TIES TO NGS BENCHMARK "175 C11 (PID AD5951) ELEVATION = 21.59 FEET (NAVD 88).
17. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" AND FLOOD ZONE "AE", AS PER FLOOD INSURANCE RATE MAP 12071C0678F, COMMUNITY NAME AND PANEL NUMBER: CITY OF BONITA SPRINGS, 120680 0678 F, EFFECTIVE DATE AUGUST 28, 2008, REVISED TO REFLECT LOMR OCTOBER 13, 2020. THE MINIMUM BASE FLOOD ELEVATION FOR THE PORTION LYING IN ZONE AE = 14.0 FEET (NAVD88).
18. BACKGROUND AERIAL IMAGE SHOWN IN THIS TOPOGRAPHIC SURVEY MAP WAS OBTAINED FROM THE LEE COUNTY GOVERNMENT GIS WEBSITE, DATED 2021, RELATIVE POSITIONAL ACCURACY OF AERIAL IMAGERY WAS NOT FIELD VERIFIED. IMAGE IS FOR INFORMATIONAL PURPOSES ONLY.
19. THIS SURVEY IS A COMPOSITE OF SEVERAL TRACTS NUMBERED TRACT 1 THROUGH 21 AS DEPICTED ON THE SURVEY. THE LEGAL DESCRIPTION AS PROVIDED IN THE TITLE COMMITMENT (SEE TITLE COMMITMENT NOTES BELOW) REFERENCES THE UNRECORDED PLAT OF SUNCOAST LAKES, UNIT 2 AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, BUT PROVIDES A METES AND BOUNDS DESCRIPTION FOR EACH TRACT. THE EASEMENTS AS SHOWN ARE BASED ON THE LANGUAGE OF THE METES AND BOUNDS DESCRIPTIONS. NO FURTHER INFORMATION REGARDING THE EASEMENT STATUS HAS BEEN PROVIDED OR DISCOVERED THROUGH RESEARCH IN PREPARATION OF THIS SURVEY.
20. SUNCOAST LAKES PLAT INFORMATION SHOWN ON THIS SURVEY IS FOR REFERENCE ONLY. TRACT BOUNDARIES HAVE BEEN SURVEYED AS PER METES AND BOUND AND SECTION BREAK-DOWN DESCRIPTIONS PROVIDED.
21. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 200' OR SMALLER.
22. THIS SURVEY WAS UPDATED TO REFLECT THE ADDITION OF "TRACT 22" AND REVISED TITLE COMMITMENT. NO ADDITIONAL FIELD WORK WAS PERFORMED OTHER THAN SETTING THE ADDITIONAL BOUNDARY CORNERS ON 8/2/2023. AN ADDITIONAL UPDATE WAS COMPLETED ON 12/21/2023 TO REFLECT AN UPDATED TITLE COMMITMENT AND ASSOCIATED EASEMENTS CONTAINED WITHIN THE COMMITMENT. AN ADDITIONAL UPDATE WAS COMPLETED ON 2/22/2024 TO ADDRESS COMMENTS.

I HAVE REVIEWED THE FIRST AMERICAN TITLE INSURANCE COMPANY TITLE INSURANCE COMMITMENT, FILE NUMBER NCS-1114170B-STLO, DATED SEPTEMBER 11, 2023 AT 7:30 AM. ALL KNOWN ENCUMBRANCES, EXCEPT LIENS, IDENTIFIED IN SCHEDULE B, SECTION II OF THE TITLE INSURANCE COMMITMENT HAVE BEEN SHOWN OR NOTED ON THE MAP OF SURVEY. SEE THE FOLLOWING COMMENTS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- NO KNOWN MATTERS.

2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
- NOT A MATTER OF SURVEY

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
- ANY KNOWN MATTERS AS SHOWN ON THIS SURVEY.

4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
- NOT A MATTER OF SURVEY.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
- NO KNOW DISPUTES OR ADVERSE CLAIMS.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
- NOT A MATTER OF SURVEY.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
- NOT A MATTER OF SURVEY.

8. Taxes and assessments for the year 2023 and all subsequent years, which are not yet due and payable.
- NOT A MATTER OF SURVEY.

9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
- NOT A MATTER OF SURVEY.

10. Easement for road right-of-way and canal over and across created by Warranty Deed recorded in Book 1272, Page 1915 of Official Records.
- AS DEPICTED ON SURVEY.

11. Easement for ingress and egress, road right-of-way and canal over and across created by Warranty Deed recorded in Book 1445, Page 2255 of Official Records; and re-recorded In Book 1464, Page 656 of Official Records.
- AS DEPICTED ON SURVEY.

12. Easement for road right-of-way and canal over and across created by Quit-Claim Deed recorded In Book 1844, Page 4546 of Official Records; as affected by Corrective Quit Claim Deed recorded in Book 1848, Page 1504 of Official Records.
- AS DEPICTED ON SURVEY.

13. Easement for road right-of-way and canal over and across created by Deed recorded in Book 2262, Page 3251 of Official Records.
- AS DEPICTED ON SURVEY.

14. Easement for road right-of-way and canal over and across created by Quit Claim Deed recorded In Book 2743, Page 2213 of Official Records.
- AS DEPICTED ON SURVEY.

15. The terms, provisions, and conditions contained in that certain South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit, recorded in Instrument No. 2012000144229.
- NOT A MATTER OF SURVEY

16. Terms and conditions of the Agreement to Dedicate Property between Olive Elaine Thompson (A/K/A Elaine Thompson), an unmarried woman and Bonita FL Beach Development, LLC, a Missouri limited liability company recorded in Instrument No. 2023000241963.
- NOT A MATTER OF SURVEY.

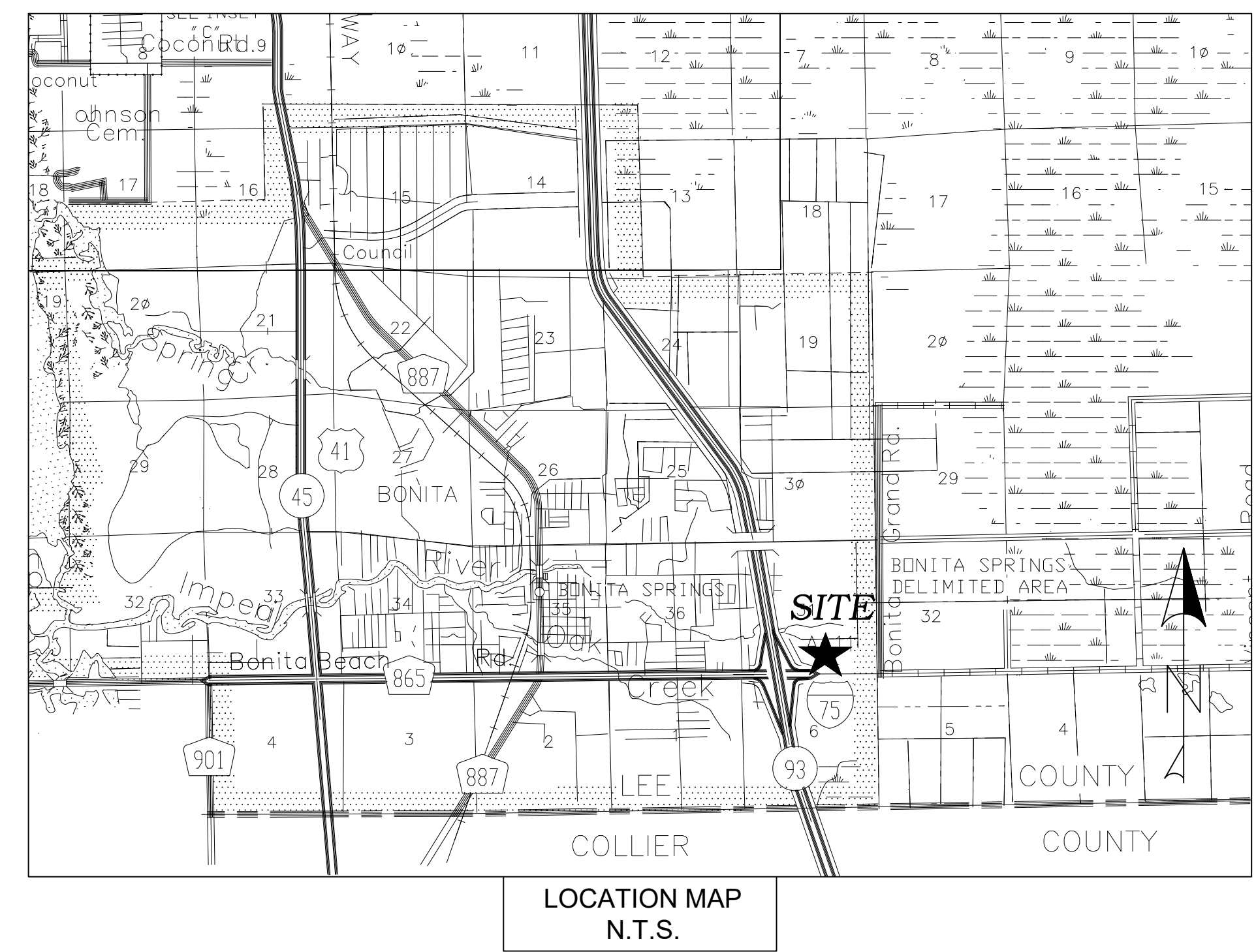
ALTA/NSPS LAND TITLE SURVEY

BOUNDARY AND TOPOGRAPHIC SURVEY

OF A PARCEL OF LAND LYING IN

SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST

LEE COUNTY, FLORIDA



PROJECT
LOCATION
NOT TO SCALE

LEGEND:

- AIR RELEASE VALVE
- BENCH MARK
- BURIED FIBER OPTIC
- BURIED FORCE MAIN
- BURIED TELEVISION
- BURIED WATER MAIN
- ELECTRICAL BOX
- ELECTRIC TRANSFORMER W/ PAD
- EXISTING ELEVATION
- FENCE - CHAIN LINK / U.O.N.
- FIBER OPTIC MARKER / POST
- FIBER OPTIC BOX
- GUY WIRE
- OVERHEAD POWER LINE
- POWER POLE
- SIGN SINGLE POST
- SIGN DOUBLE POST
- TELEPHONE RISER
- TOE OF SLOPE
- TOP OF BANK
- WATER VALVE
- FOUND CONCRETE MONUMENT
- FOUND IRON ROD & CAP
- NOT FOUND OR SET
- FOUND NAIL & DISK U.O.N.
- SET 5/8" IRON ROD & CAP "T2 LB 8336" U.O.N.
- SECTION CORNER

ABBREVIATIONS:

- ALTA = AMERICAN LAND TITLE ASSOCIATION
- BND. = BOUNDARY
- (C) = CALCULATED
- CEN. = CENTER
- CLF = CHAIN LINK FENCE
- CM = CONCRETE MONUMENT
- CONC. = CONCRETE
- CONT. = CONTROL
- COR. = CORNER
- (D) = DEED
- DWG. = DRAWING
- EL. = ELEVATION
- EOP = EDGE OF PAVEMENT
- ESMT. = EASEMENT
- FND = FOUND
- FT. = FOOT / FEET
- GPS = GLOBAL POSITIONING SYSTEM
- I.D. = IDENTIFICATION
- INC. = INCORPORATED
- INST. = INSTRUMENT
- IR = IRON ROD (5/8" DIA. U.O.N.)
- IRC OR IR&C = IRON ROD & CAP
- LB = LICENSED BUSINESS
- N.A.V.D. = NORTH AMERICAN VERTICAL DATUM (1988)
- NGS = NATIONAL GEODETIC SURVEY
- NO. = NUMBER
- NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
- N.T.S. = NOT TO SCALE
- N-D = NAIL & DISK
- O.R. = OFFICIAL RECORD BOOK / PAGE
- PB = PLAT BOOK
- PG (S). = PAGE(S)
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PT. = POINT
- R/R OR R.R. = RAILROAD
- RTK = REAL TIME KINEMATIC
- R/W = RIGHT-OF-WAY
- SEC. = SECTION
- SFWMD = SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- STA. = STATION
- T.C. = TITLE COMMITMENT
- TIITF = BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
- TOB = TOP OF BANK
- TOE = TOE OF SLOPE
- TYP = TYPICAL
- U.O.N. = UNLESS OTHERWISE NOTED
- U.R. = UNRECORDED PLAT
- VRS = VIRTUAL REFERENCE STATION
- W/ = WITH
- WPP = WOOD POWER POLE
- ± = MORE OR LESS
- # = NUMBER
- " " = STAMPING OF CAP OR DISK

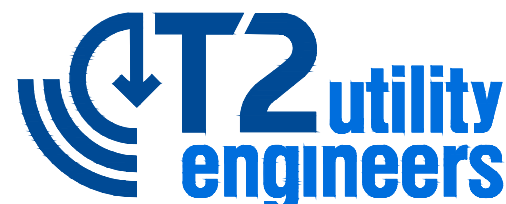
ALTA CERTIFICATION

To:
KEELEY PROPERTIES
FIRST AMERICAN TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA / NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6, 7a, 8, 9, 10, 11b, 13, 14 and 15 of Table "A" thereof. The fieldwork was completed on 6-6-22.

SIGNATURE _____ DATE _____

SCOTT R. URQUHART
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6524
(FOR THE FIRM - LB 8336)
SIGNED THIS ____ DAY OF _____, 2024



5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

ALTA/NSPS LAND TITLE SURVEY
BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PARCEL OF LAND LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

TRACTS 1 THROUGH 9:

A PORTION OF SUNCOAST LAKES, UNIT #2, DESCRIBED AS FOLLOWS:
(COMBINED PARCEL)

A PORTION OF LAND LYING IN SUNCOAST LAKES, UNIT #2, WHICH MAP IS RECORDED IN OFFICIAL RECORDS BOOK 1091, PAGE 512 WHICH IS LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26 EAST, LEE COUNTY, FLORIDA. SAID PORTION BEING A COMBINATION OF ALL OF BLOCKS 1 AND 3 TO INCLUDE ROADWAYS AND CUL-DE-SACS, CANALS AND PORTIONS THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND LYING NORTH OF THE SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26E, AND SOUTH OF THE CENTERLINE OF THE CANAL DIVIDING BLOCK 3 AND 5 AND LYING EAST OF THE WEST LINE OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 25E AND LYING WEST OF THE CENTERLINE OF THE CANAL DIVIDING BLOCKS 1 AND 2 AND BLOCKS 3 AND 4 ALL OF SAID SUNCOAST LAKES, UNIT NO 2 MAP.

LESS AND EXCEPT THE FOLLOWING:

THE WESTERLY 25.0 FEET AND THE SOUTHERLY 25.0 FEET THEREFROM FOR ROADWAY AND UTILITY PURPOSES.

ALSO LESS AND EXCEPT THEREFROM I-75 RIGHT-OF-WAY IF ANY.

ALSO LESS AND EXCEPT THAT WARRANTY DEED DESCRIBED IN O.R. BOOK 04192 PAGE 0598 BEING DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST LESS THE SOUTHERLY 25.0 FEET FOR ROAD RIGHT-OF-WAY LEE COUNTY, FLORIDA.

FOR INFORMATIONAL PURPOSES ONLY, THE CORRESPONDING PARCEL NUMBERS AND LOT NUMBERS ARE:

31-47-26-B3-00701.0010 (LOTS 1 AND 2, BLOCK 1)
31-47-26-B3-00701.0030 (LOT 3, BLOCK 1)
31-47-26-B3-00701.0040 (LOT 4, BLOCK 1)
31-47-26-B3-00701.0090 (LOTS 9, 10, 11 AND 12, BLOCK 1)
31-47-26-B3-00703.0010 (LOTS 1 AND 2, BLOCK 3)
31-47-26-B3-00703.0030 (LOTS 3 AND 4, BLOCK 3)
31-47-26-B3-00703.0080 (LOTS 9 AND 10, BLOCK 3)
31-47-26-B3-00703.0110 (LOT 11, BLOCK 3)
31-47-26-B3-00703.0120 (LOT 12, BLOCK 3)

TRACT 10 (PARCEL 31-47-26-B3-00705.0010):

LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT 2, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0° 09' 52" EAST 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE SOUTH BOUNDARY OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET; THENCE RUN SOUTH 89° 48' 15" WEST ALONG THE CENTERLINE OF A ROAD IN BLOCK 5 TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

LOT 2, BLOCK 5, SUNCOAST LAKES, UNIT 2 OF AN UNRECORDED SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE S 1/4 CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, RUN N 0° 09' 52" E ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN N 89° 48' 15" E ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING, CONTINUE N 89° 48' 15" E FOR 75.5 FEET; THENCE RUN N 0° 11' 13" E FOR 154 FEET; THENCE RUN S 89° 49' 51" W FOR 75.5 FEET; THENCE S 0° 09' 52" W FOR 154 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TRACT 11 (PARCEL 31-47-26-B3-00705.0030):

LOTS 3 AND 4, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 151 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 151 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 12 (PARCEL 31-47-26-B3-00705.0050):

LOT 5, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTER LINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTER LINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 13 (PARCEL 31-47-26-B3-00705.0060):

LOT 6, BLOCK 5, UNIT 2, SUNCOAST LAKES, UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89° 48' 51" EAST FOR 75.5 FEET; THENCE RUN NORTH 0° 09' 52" EAST FOR 134 FEET; THENCE RUN SOUTH 89° 48' 51" WEST FOR 75 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO ROAD RIGHT OF WAY OVER AND ACROSS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 14 (PARCEL 31-47-26-B3-00705.0070):

LOT 7, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 478 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A CUL DE SAC HAVING A RADIUS OF 50 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 15 (PARCEL 31-47-26-B3-00705.0080):

LOT 8, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 553.50 FEET TO A POINT IN THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°48'15" EAST FOR 86.87 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 134 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 89°48'15" WEST FOR 86.81 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 0°09'52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD AND CUL DE SAC, LEE COUNTY, FLORIDA.

TRACT 16 (PARCEL 31-47-26-B3-00705.0090):

LOT 9, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 17 (PARCEL 31-47-26-B3-00705.0100):

LOT 10, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 18 (PARCEL 31-47-26-B3-00705.0110):

LOT 11, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" EAST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" WEST FOR 154 FEET TO A POINT OF THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 19 (PARCEL 31-47-26-B3-00705.0120):

LOT 12, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 251.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL CASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 20 (PARCEL 31-47-26-B3-00705.0130):

LOT 13, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 21 (PARCEL 31-47-26-B3-00705.0140):

LOTS 14, 15 AND 16, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTER LINE OF SAID CANAL FOR 257.81 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 0°09'52" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 154 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 86.87 FEET TO THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET; THENCE CONTINUE SOUTH 89°48'15" WEST FOR 151 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 22: (PART OF PARCEL 31-47-26-B3-00703.0080)

THE EAST 25 FEET OF THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; AND THE EAST 25 FEET ABUTTING THE 25 FEET NORTH OF LOT 9 OF BLOCK 3, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

THE ABOVE TRACT 22 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LOT 9, NORTH 00°09'52" EAST A DISTANCE OF 149 FEET TO A POINT 25 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°48'15 WEST A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 00°09'52" EAST A DISTANCE OF 149 FEET TO A POINT; THENCE NORTH 89°48'15" EAST AT DISTANCE OF 25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 BEING THE POINT OF BEGINNING.

A COMPOSITE OF TRACTS 1 THROUGH 22 BEING DESCRIBED AS FOLLOWS:

A PORTION OF SUNCOAST LAKES, UNIT #2, AN UNRECORDED SUBDIVISION CONTAINED IN OFFICIAL RECORDS BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID LANDS LYING IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST; THENCE N 00°45'49" W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 FOR 994.00 FEET TO A POINT IN THE CENTERLINE OF A 50-FOOT WIDE ROAD; THENCE N 88°52'34" E FOR 25.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT # 2, AN UNRECORDED SUBDIVISION CONTAINED IN OFFICIAL RECORDS BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF TRACT 10 AND THE POINT OF BEGINNING; THENCE CONTINUE N 88°52'34" E ALONG THE NORTH LINE OF TRACTS 10, 11 AND 12 FOR 377.50 FEET; THENCE S 00°45'49" E FOR 20.00 FEET TO THE NORTHWEST CORNER OF TRACT 13 BEING ALSO THE NORTHWEST CORNER OF LOT 6, BLOCK 5 OF SAID UNRECORDED SUNCOAST LAKES; THENCE N 88°52'34" E ALONG THE NORTH LINE OF SAID TRACT 13 FOR 75.50 FEET; THENCE N 00°45'49" W FOR 20.00 FEET TO THE NORTHWEST CORNER OF TRACT 14; THENCE N 88°52'34" E ALONG THE NORTH LINE OF SAID TRACT 14 FOR 75.50 FEET; THENCE S 00°45'49" E FOR 20.00 FEET TO THE NORTHWEST CORNER OF TRACT 15 BEING ALSO THE NORTHWEST CORNER OF LOT 8, BLOCK 5 OF SAID UNRECORDED SUNCOAST LAKES; THENCE N 88°52'34" E ALONG THE NORTH LINE OF SAID TRACT 15 FOR 87.09 FEET; THENCE S 00°43'51" E ALONG THE EAST LINE OF SAID TRACT 15 FOR 134.00 FEET TO THE NORTH LINE OF TRACT 21; THENCE N 88°52'34" E ALONG SAID NORTH LINE OF TRACT 21 FOR 20.00 FEET TO THE EAST LINE OF SAID TRACT 21 AND THE CENTER OF A 40-FOOT CANAL; THENCE S 00°43'51" E ALONG SAID EAST LINE OF TRACT 21 FOR 180.25 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4192, PAGE 598, PUBLIC RECORDS OF LEE COUNTY; THENCE S 88°59'22" W ALONG THE NORTH LINE OF SAID PARCEL FOR 330.20 FEET; THENCE S 00°44'50" E ALONG THE WEST LINE OF SAID PARCEL FOR 635.41 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BONITA BEACH ROAD; THENCE S 88°52'38" W ALONG SAID RIGHT-OF-WAY LINE FOR 305.02 FEET TO THE WEST LINE OF TRACTS 1 THROUGH 9; THENCE N 00°45'49" W ALONG SAID WEST LINE, RUNNING PARALLEL AND 25 FEET EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 FOR 353.00 FEET TO THE SOUTH LINE OF TRACT 22; THENCE ALONG THE SOUTH, WEST AND NORTH LINES OF TRACT 22 THE FOLLOWING THREE (3) COURSES: 1) S 88°52'34" W FOR 25.00 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; 2) N 00°45'49" W FOR 154.00 FEET; 3) N 88°52'34" E FOR 25.00 FEET TO THE WEST LINE OF TRACTS 1 THROUGH 9; THENCE N 00°45'49" W ALONG SAID TRACTS 1 THROUGH 9, TRACT 16 AND TRACT 10 FOR 462.00 FEET TO THE POINT OF BEGINNING.

KEELEY PROPERTIES
222 S. CENTRAL AVENUE, SUITE 500
ST. LOUIS, MO 63105

FOR:

DATE:

REVISION:

SEE NOTE #22

12-21-2023

6-6-2022

R.J.O.

S.U.

CHECKED BY:

220408 - ALTA BN0T

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5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

2 of 5

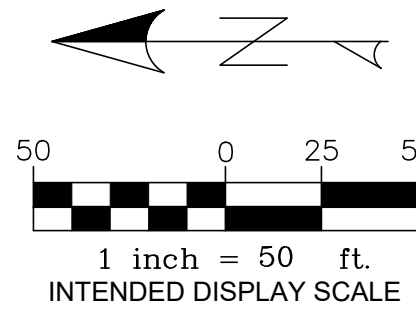
ALTA/NSPS LAND TITLE SURVEY

BOUNDARY AND TOPOGRAPHIC SURVEY

OF A PARCEL OF LAND LYING IN

SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST

LEE COUNTY, FLORIDA



E 1/4 COR. SEC. 31-47-26
FND N-D
"CEC LB 2464"

EAST LINE OF THE SE 1/4 OF SEC. 31-47-26

S 00°37'56" E 2623.62'

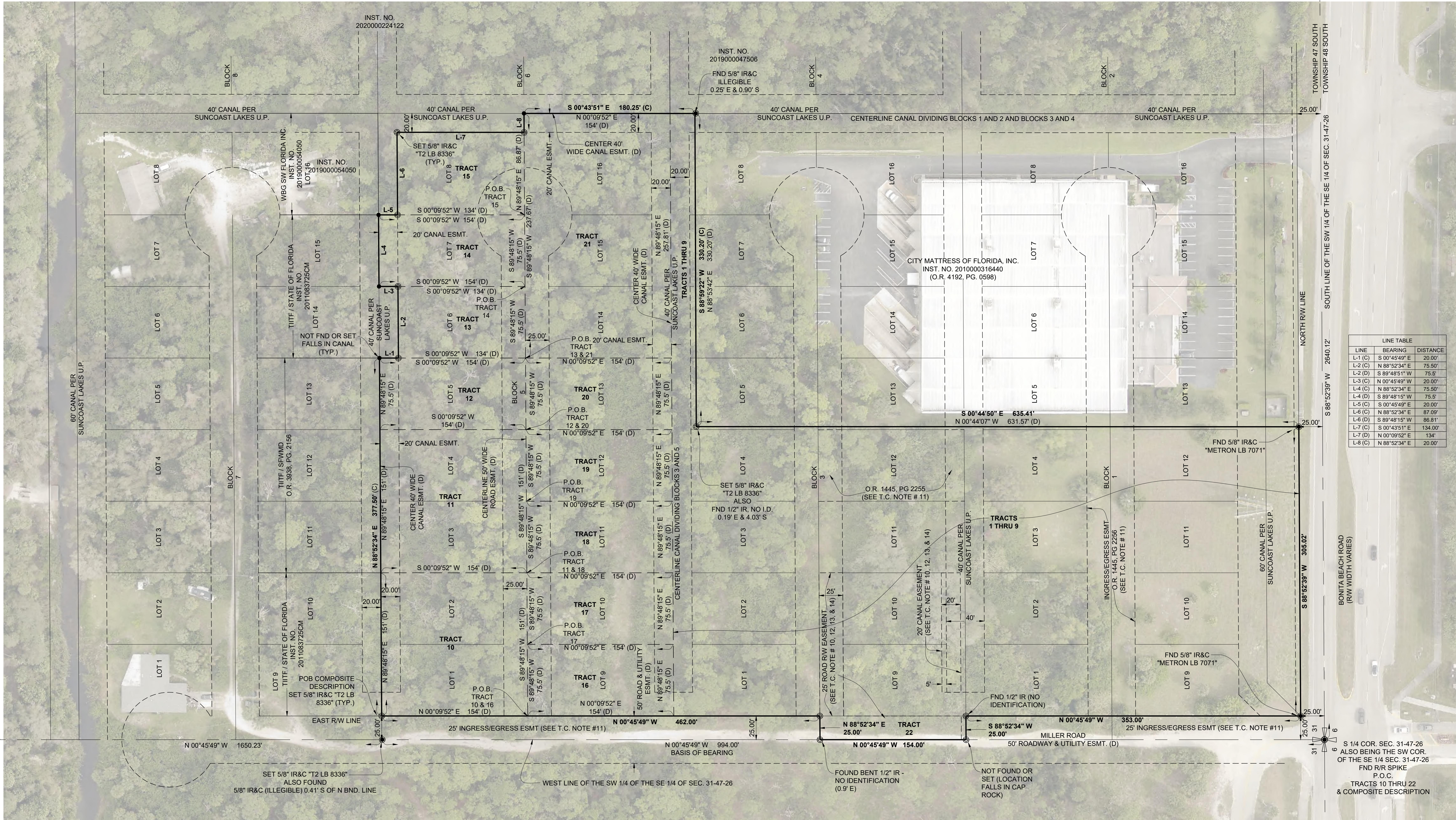
SE COR. SEC. 31-47-26
FND N-D
ILLEGIBLE

32
31
6
5

NORTH LINE OF THE SE 1/4 OF SEC. 31-47-26

N 89°19'29" E 2646.09'

CEN. SEC. 31-47-26
FND 4" X 4" CM
NO I.D.



LINE TABLE		
LINE	BEARING	DISTANCE
L-1 (C)	S 00°45'49" E	20.00'
L-2 (C)	N 88°52'34" E	75.50'
L-3 (C)	N 00°45'49" W	20.00'
L-4 (C)	N 88°52'34" E	75.50'
L-5 (C)	S 00°45'49" E	20.00'
L-6 (C)	N 88°52'34" E	87.00'
L-7 (C)	S 89°48'15" W	86.81'
L-8 (C)	N 00°45'49" E	134.00'
L-9 (C)	N 88°52'34" E	20.00'

BOUNDARY DETAIL



5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

ALTA/NSPS LAND TITLE SURVEY
BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PARCEL LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

FOR:

DATE:

REVISION:

DWG. DATE:

SURVEY DATE:

DRAWN BY:

CHECKED BY:

LEE

SEC.

PROJECT NUMBER:

DWG. NUMBER:

220408

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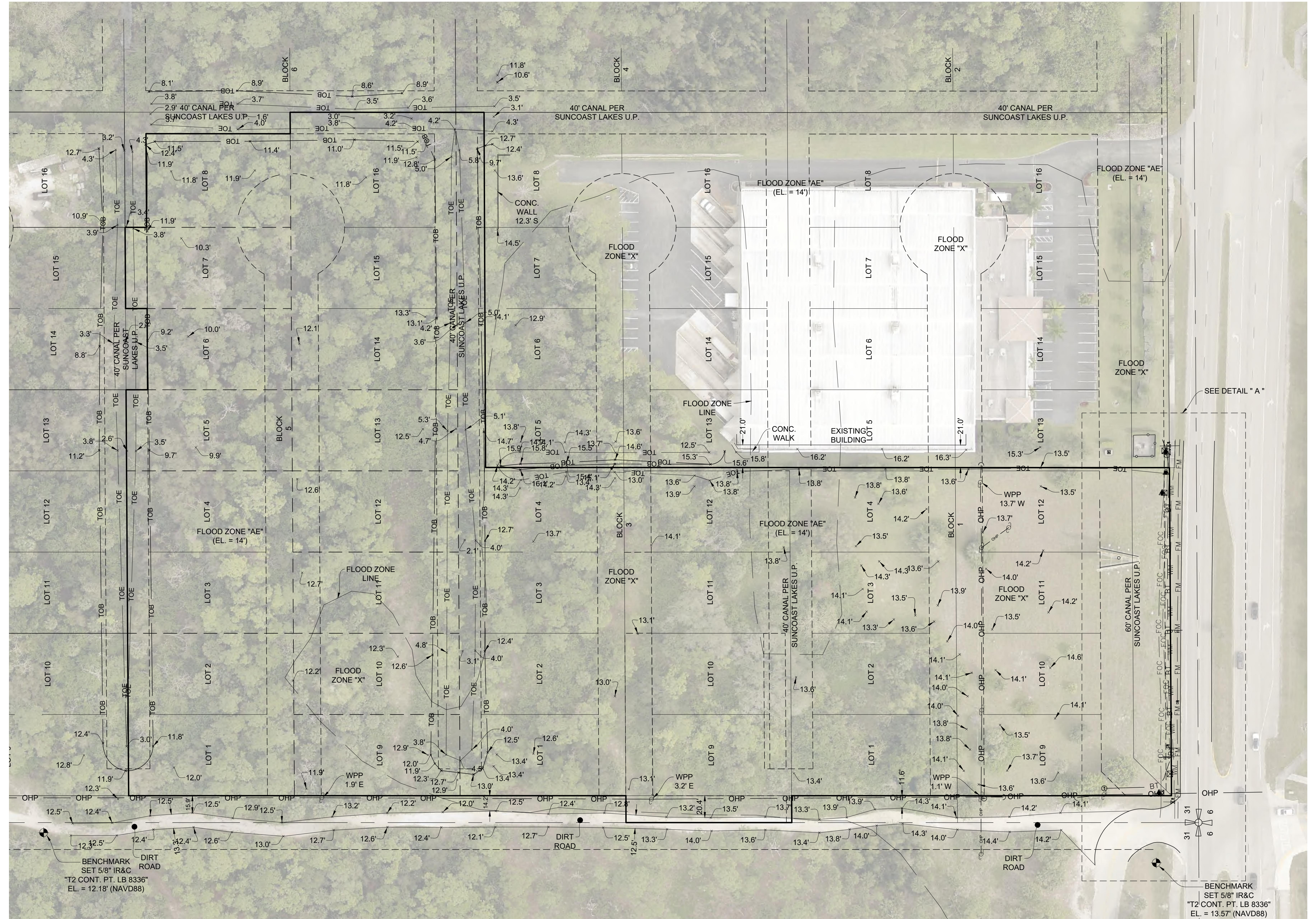
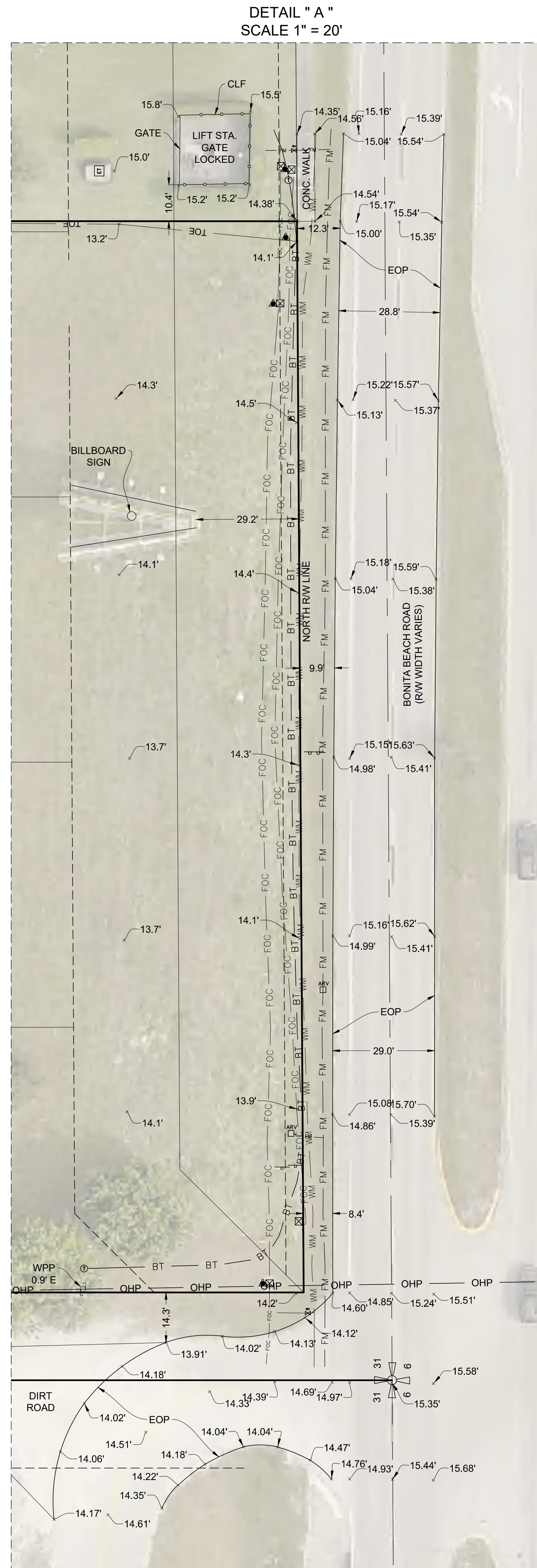
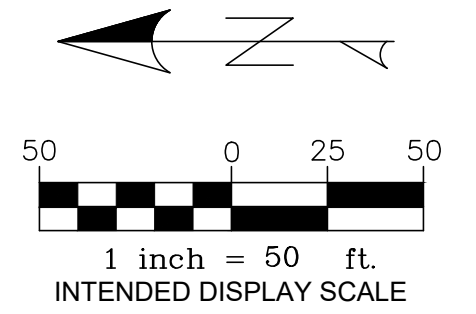
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3 of 5

BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PARCEL OF LAND LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



IMPROVEMENT AND TOPOGRAPHIC DETAIL



5670 Zip Drive
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ALIA/NPS LAND TITLE SURVEY
BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PARCEL LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

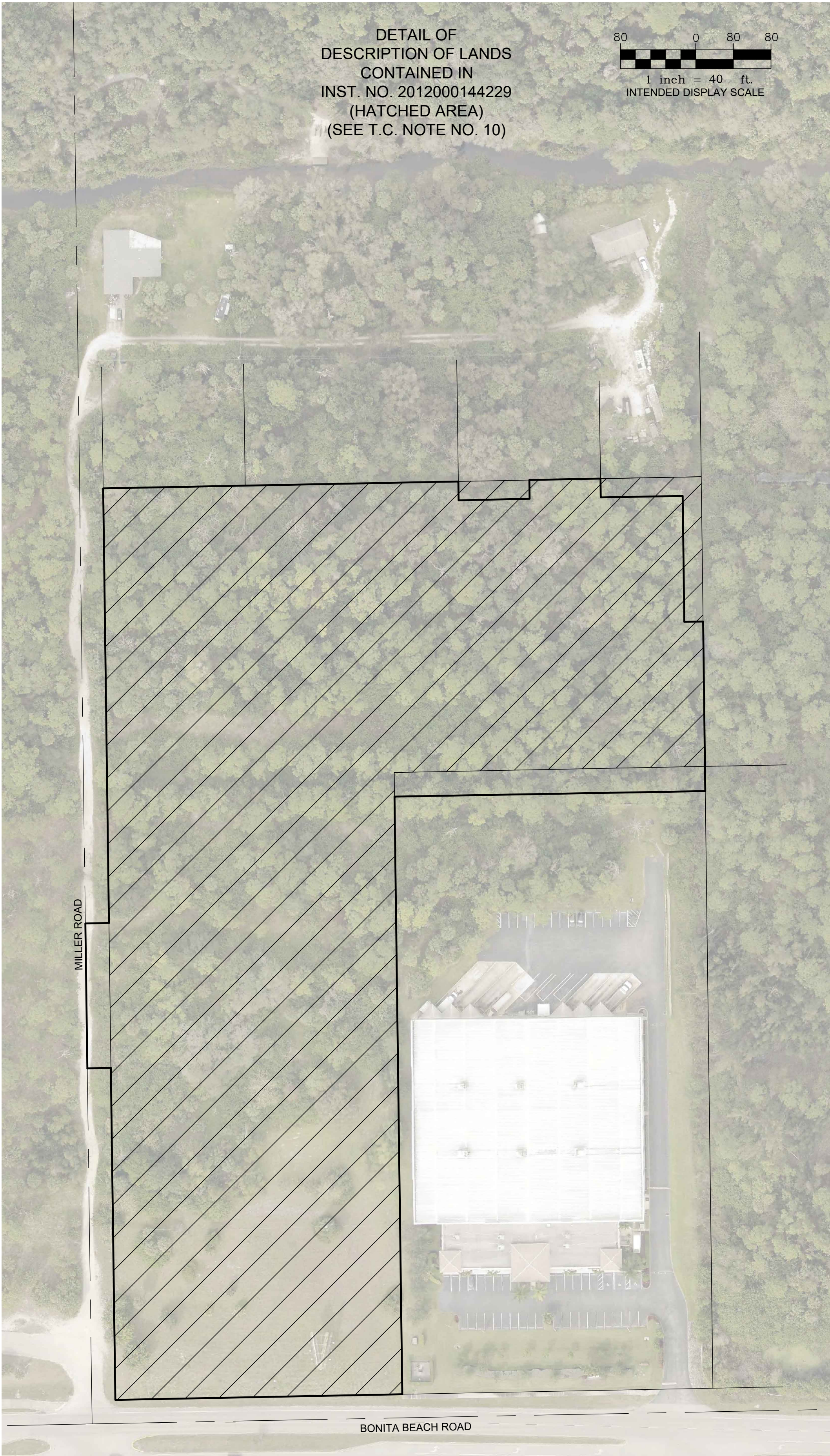
KEELEY PROPERTIES
222 S. CENTRAL AVENUE, SUITE 500
ST. LOUIS, MO 63105

SEC.	31-47-26	SURVEY DATE:	6-6-2022	SEE NOTE #22	<u>A</u>
PROJECT NUMBER:	220408	DRAWN BY:	R.J.O.		<u>A</u>
DWG. NUMBER:	220408 - ALTA BNDT	CHECKED BY:	S.U.		<u>A</u>

4 of 5

ALTA/NSPS LAND TITLE SURVEY

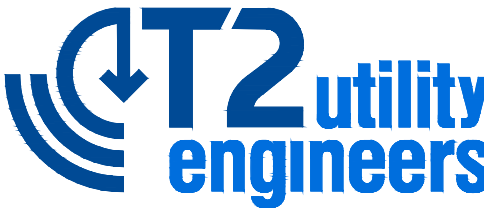
BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PARCEL OF LAND LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



KEELEY PROPERTIES
222 S. CENTRAL AVENUE, SUITE 500
ST. LOUIS, MO 63105

COUNTY:	LEE	DWG. DATE:	12-21-2023	REVISION	DATE	FOR:
SEC.	31-47-26	SURVEY DATE:	6-6-2022	SEE NOTE #22		
PROJECT NUMBER:	220408	DRAWN BY:	R.J.O.			
DWG. NUMBER:	220408 - ALTA BNDT	CHECKED BY:	S.U.			

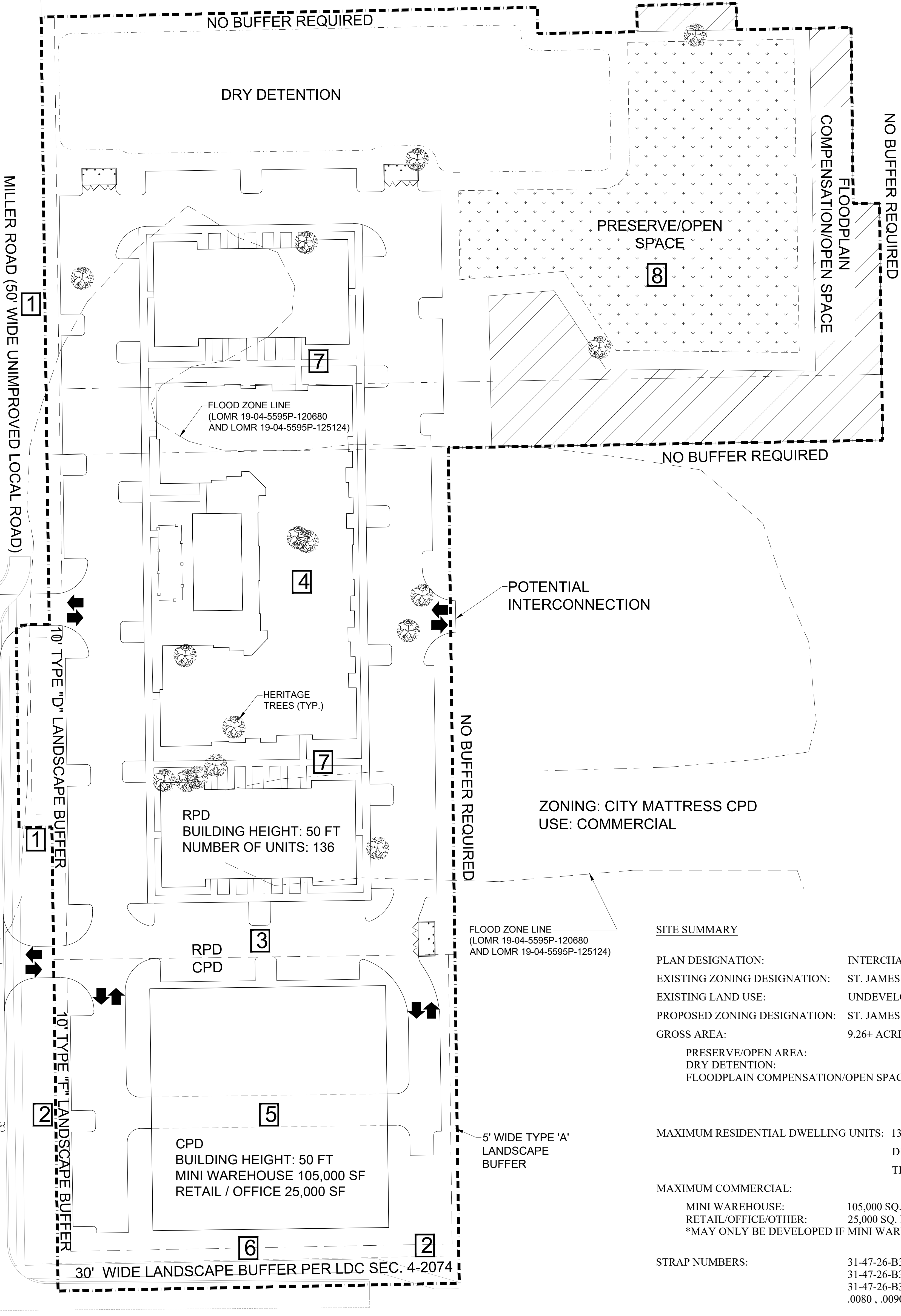
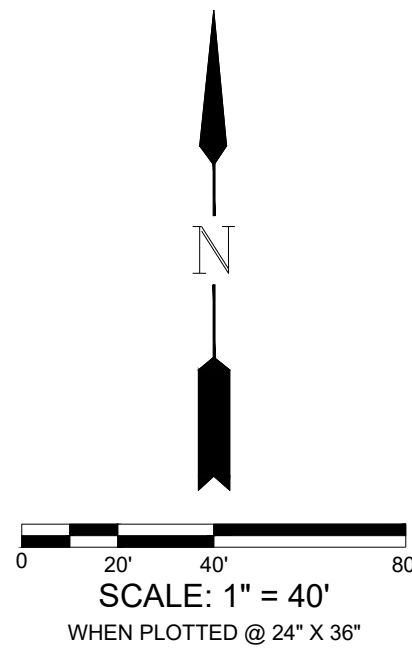
ALTA/NSPS LAND TITLE SURVEY
BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PARCEL LYING IN
SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

EXHIBIT "B"

ZONING: AG-2, AGRICULTURAL
USE: SINGLE FAMILY RESIDENTIAL



SITE SUMMARY

PLAN DESIGNATION:	INTERCHANGE COMMERCIAL
EXISTING ZONING DESIGNATION:	ST. JAMES DEVELOPMENT CPD
EXISTING LAND USE:	UNDEVELOPED
PROPOSED ZONING DESIGNATION:	ST. JAMES DEVELOPMENT RPD/CPD
GROSS AREA:	9.26± ACRES
PRESERVE/OPEN AREA:	0.93± ACRES
DRY DETENTION:	0.91± ACRES
FLOODPLAIN COMPENSATION/OPEN SPACE:	0.75± ACRES

MAXIMUM RESIDENTIAL DWELLING UNITS: 136 UNITS (INCLUDING UP TO 45 BONUS DENSITY UNITS TO BE USED THROUGHOUT RPD AREA.)

MAXIMUM COMMERCIAL:

MINI WAREHOUSE:	105,000 SQ. FT.
RETAIL/OFFICE/OTHER:	25,000 SQ. FT.*

*MAY ONLY BE DEVELOPED IF MINI WAREHOUSE IS NOT CONSTRUCTED

STRAP NUMBERS: 31-47-26-B3-00701.0010, .0030, .0040, .0090, 31-47-26-B3-00703.0010, .0030, .0080, .0110, .0120, 31-47-26-B3-00705.0010, .0030, .0050, .0060, .0070, .0080, .0090, .0100, .0110, .0120, .0130, AND .0140

STREET ADDRESS: 27925, 27951, 27955, 27961, 27877, 27887, 27825, 27853, AND 27857 MILLER RD

OPEN SPACE:

REQUIRED: 3.34± ACRE
COMMERCIAL: 0.37± ACRE (1.84± ACRE X .20)
RESIDENTIAL: 2.97± ACRE (7.42± ACRE X .40)
PROVIDED: 3.34± ACRE

NOTES

- THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL. HOWEVER, ANY SUCH MODIFICATION SHALL BE IN COMPLIANCE WITH THE APPLICABLE LAND DEVELOPMENT CODE (LDC) DESIGN STANDARDS AND GUIDELINES.
- SEE SHEET 2 OF 2, MASTER CONCEPT PLAN NOTES, FOR SCHEDULE OF USES AND DEVELOPMENT REGULATIONS.

DEVIATIONS:

- RELIEF FROM LDC SEC. 3-418(d)(4), BUFFER TYPES
- RELIEF FROM LDC SEC. 4-2074. (a) (1), SELF-STORAGE FACILITIES
- RELIEF FROM LDC SEC. 4-2074. (a) (2), SELF-STORAGE FACILITIES
- RELIEF FROM LDC SEC. 4-1732. (1) c., REQUIRED PARKING FOR MULTIPLE-FAMILY BUILDINGS
- RELIEF FROM LDC SEC. 4-1732. (3) g., REQUIRED SPACES FOR MINI WAREHOUSES
- RELIEF FROM LDC SEC. 4-899, SITE DESIGN STANDARDS FOR THE BONITA BEACH ROAD CORRIDOR OVERLAY
- RELIEF FROM LDC SECTION 4-741(d)(4), PROPERTY DEVELOPMENT REGULATIONS
- RELIEF FROM LDC SECTION 3-417 (b), INDIGENOUS NATIVE VEGETATION

ACCESS	#	DEVIATION

Revision	Date	Description

DESIGNED BY:	CCMA
DRAWN BY:	CCMA
APPROVED:	D.W.A.
JOB CODE:	KPBRR
SCALE:	



Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. LB.0003151 Cert. of Auth. LB.0003151
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

ST. JAMES DEVELOPMENT CPD

EXHIBIT IV-E
MASTER CONCEPT PLAN
REVISED APRIL 5, 2024

MUNICIPALITY:	BONITA SPRINGS
SRC/TWR/RGE:	31/475/2EE
DATE:	FEBRUARY 2023
SUBMITTAL TYPE:	PD AMENDMENT
SHEET	1 OF 3

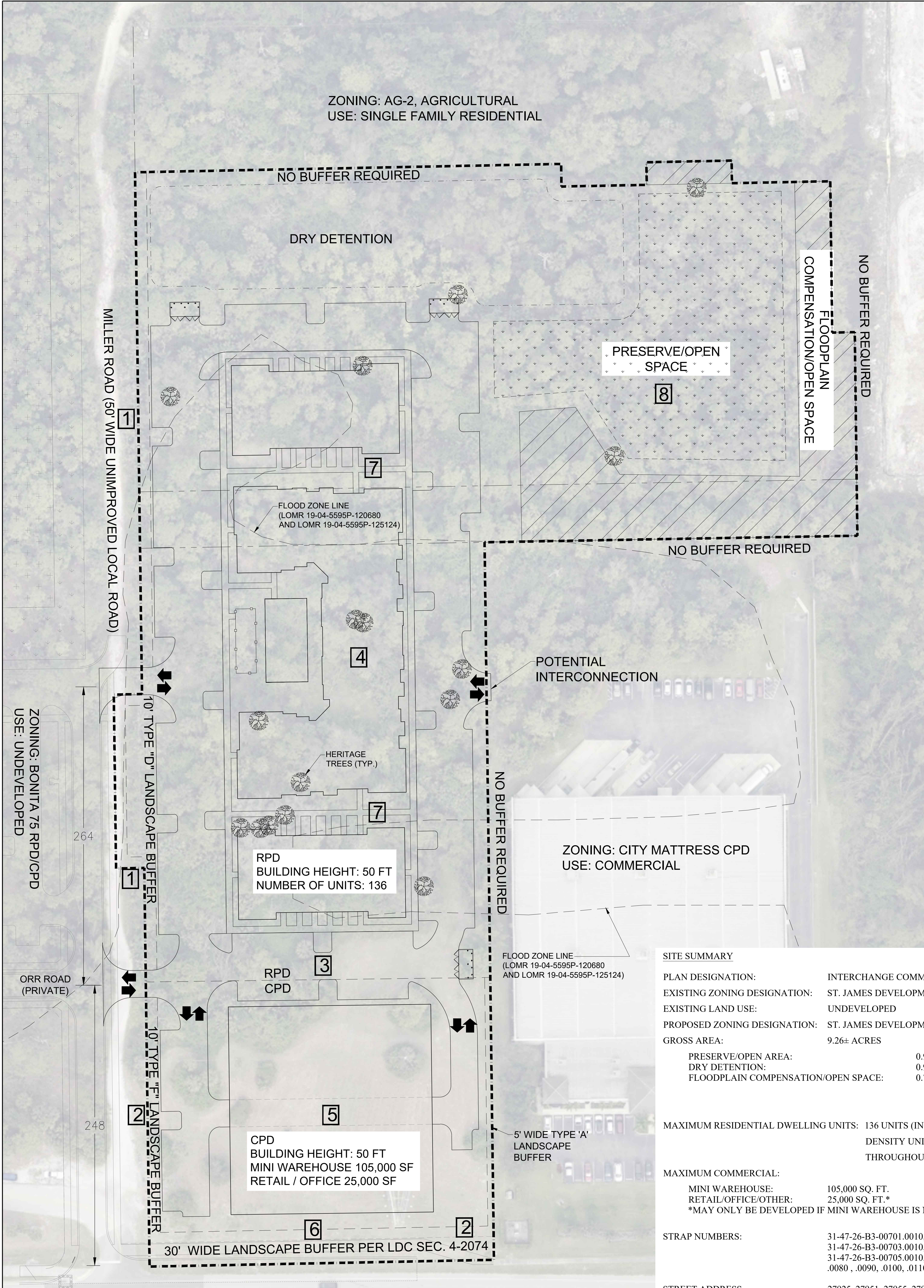
SCHEDULE OF USES:

CPD TRACT: (25,000 SQUARE FEET FOR COMMERCIAL IF MINI STORAGE IS NOT CONSTRUCTED)	SOCIAL SERVICES, GROUP I
ACCESSORY USES AND STRUCTURES	SPECIALTY RETAIL SHOPS, ALL GROUPS
ADMINISTRATIVE OFFICES	STORAGE, INDOOR
ATM (AUTOMATIC TELLER MACHINE)	STUDIOS
BANKS AND FINANCIAL ESTABLISHMENTS, GROUP I	TEMPORARY USES, LIMITED TO SIDEWALK SALE FOR ON-SITE RETAIL BUSINESSES, INCIDENTAL GARAGE SALE FOR THE MINI/SELF: STORAGE BUSINESS, TEMPORARY CONSTRUCTION TRAILERS
BROADCAST STUDIO, COMMERCIAL RADIO AND TELEVISION	VARIETY STORE
BUSINESS SERVICES, GROUP I, II	WAREHOUSE, MINI-WAREHOUSE, PRIVATE, AND PUBLIC (105,000 S.F. MAXIMUM)
CARETAKER'S RESIDENCE	WIRELESS COMMUNICATION FACILITIES
CLEANING AND MAINTENANCE SERVICES (NO OUTDOOR STORAGE OF FERTILIZERS OR CLEANING MATERIALS)	
CLOTHING STORES, GENERAL	
CLUBS, COMMERCIAL, FRATERNAL, MEMBERSHIP ORGANIZATION, PRIVATE	RPD TRACT: (136 DWELLING UNITS - 136 UNITS (INCLUDING UP TO 45 BONUS DENSITY UNITS))
CONTRACTORS AND BUILDERS, GROUP I AND II	MULTI-FAMILY RESIDENTIAL
CULTURAL FACILITIES	ACCESSORY USES AND STRUCTURES
DAYCARE CENTERS, CHILD, ADULT	ESSENTIAL SERVICES
DEPARTMENT STORE	PARKING LOT, ACCESSORY (MAY INCLUDE CARPORTS OR ENCLOSED GARAGES)
DRIVE-THROUGH FACILITY FOR ANY PERMITTED USE, EXCEPT PACKAGE STORES	RECREATIONAL FACILITIES, PRIVATE ON-SITE AND PERSONAL
DRUG STORE PHARMACY	SIGNS IN ACCORDANCE WITH THE CITY OF BONITA SPRINGS' LDC CHAPTER 6 AS AMENDED.
ESSENTIAL SERVICE FACILITIES, GROUP I	
EXCAVATION, WATER RETENTION	
FENCES, WALLS	
FOOD AND BEVERAGE SERVICES, LIMITED	
FOOD STORES, GROUP I	
GIFT AND SOUVENIR SHOP	
HARDWARE STORE	
HEALTHCARE FACILITIES, GROUPS I, II AND III	
HOBBY, TOY AND GAME SHOP	
HOUSEHOLD AND OFFICE FURNISHINGS, GROUP I	
LAUNDRY OR DRY CLEANING, GROUP I	
PAINT, GLASS AND WALLPAPER	
PARKING LOT: ACCESSORY TEMPORARY	
PET SERVICE	
PLACES OF WORSHIP	
REAL ESTATE SALES OFFICE	
RECREATIONAL FACILITIES, COMMERCIAL, GROUP I	
RELIGIOUS FACILITIES	
REPAIR SHOPS, GROUP I AND II	
RESTAURANT, FAST FOOD	
RESTAURANTS, GROUPS I, II AND III	
RETAIL AND WHOLESALE SALES, WHEN CLEARLY INCIDENTAL AND SUBORDINATE TO A PERMITTED PRINCIPAL USE ON THE SAME PREMISES	
SCHOOLS, COMMERCIAL	
SIGNS IN ACCORDANCE WITH THE CITY OF BONITA SPRINGS' LDC CHAPTER 6 AS AMENDED.	

DEVELOPMENT REGULATIONS:

	CPD TRACT	RPD TRACT
MINIMUM AREA DIMENSION:		
MINIMUM LOT AREA:	10,000 SQ. FT.	N.A.
MINIMUM LOT DEPT:	100 FEET	N.A.
MINIMUM LOT WIDTH:	100 FEET	N.A.
MINIMUM BUILDING SETBACKS: *1		
STREET/FRONT (PUBLIC ROAD): *2	25 FEET	25 FEET
STREET (PRIVATE ROAD:	20 FEET	25 FEET
SIDE YARD: PRINCIPAL	15 FEET	15 FEET
ACCESSORY	5 FEET	5 FEET
REAR YARD: PRINCIPAL	20 FEET	20 FEET
ACCESSORY	5 FEET	10 FEET
PROJECT PERIMETER SETBACK:	20 FEET	20 FEET
PRESERVE:	30 FEET	30 FEET
MAXIMUM BUILDING HEIGHT: PRINCIPAL	50 FEET	50 FEET
ACCESSORY	25 FEET	25 FEET
MAXIMUM LOT COVERAGE:	45%	40%
MINIMUM BUILDING SEPARATION: *3	PRINCIPAL: 25 FEET ACCESSORY:0 FEET	25 FEET 0 FEET

*1 NO SETBACK SHALL BE REQUIRED BETWEEN THE ESTABLISHED COMMERCIAL AND RESIDENTIAL TRACTS.
*2 SEE DEVIATION #6
*3 SEE DEVIATION #7



PLAN DESIGNATION:	INTERCHANGE COMMERCIAL
EXISTING ZONING DESIGNATION:	ST. JAMES DEVELOPMENT CPD
EXISTING LAND USE:	UNDEVELOPED
PROPOSED ZONING DESIGNATION:	ST. JAMES DEVELOPMENT RPD/CPD
GROSS AREA:	9.26± ACRES

PRESERVE/OPEN AREA:	0.93± ACRES
DRY DETENTION:	0.91± ACRES
FLOODPLAIN COMPENSATION/OPEN SPACE:	0.75± ACRES

MAXIMUM RESIDENTIAL DWELLING UNITS: 136 UNITS (INCLUDING UP TO 45 BONUS
DENSITY UNITS TO BE USED
THROUGHOUT RPD AREA.

MAXIMUM COMMERCIAL:

MINI WAREHOUSE: 105,000 SQ. FT.
RETAIL/OFFICE/OTHER: 25,000 SQ. FT.*
*MAY ONLY BE DEVELOPED IF MINI WAREHOUSE IS NOT CONSTRUCTED

STRAP NUMBERS: 31-47-26-B3-00701.0010, .0030, .0040, .0090,
31-47-26-B3-00703.0010, .0030, .0080, .0110, .0120,
31-47-26-B3-00705.0010, .0030, .0050, .0060, .0070,
.0080, .0090, .0100, .0110, .0120, .0130, AND .0140

STREET ADDRESS: 27925, 27951, 27955, 27961, 27877, 27887, 27825,
27853, AND 27857 MILLER RD

OPEN SPACE:

REQUIRED: 3.34± ACRE
COMMERCIAL: 0.37± ACRE (1.84± ACRE X .20)
RESIDENTIAL: 2.97± ACRE (7.42± ACRE X .40)
PROVIDED: 3.34± ACRE

1. THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL. HOWEVER, ANY SUCH MODIFICATION SHALL BE IN COMPLIANCE WITH THE APPLICABLE LAND DEVELOPMENT CODE (LDC) DESIGN STANDARDS AND GUIDELINES.
2. SEE SHEET 2 OF 2, MASTER CONCEPT PLAN NOTES, FOR SCHEDULE OF USES AND DEVELOPMENT REGULATIONS.

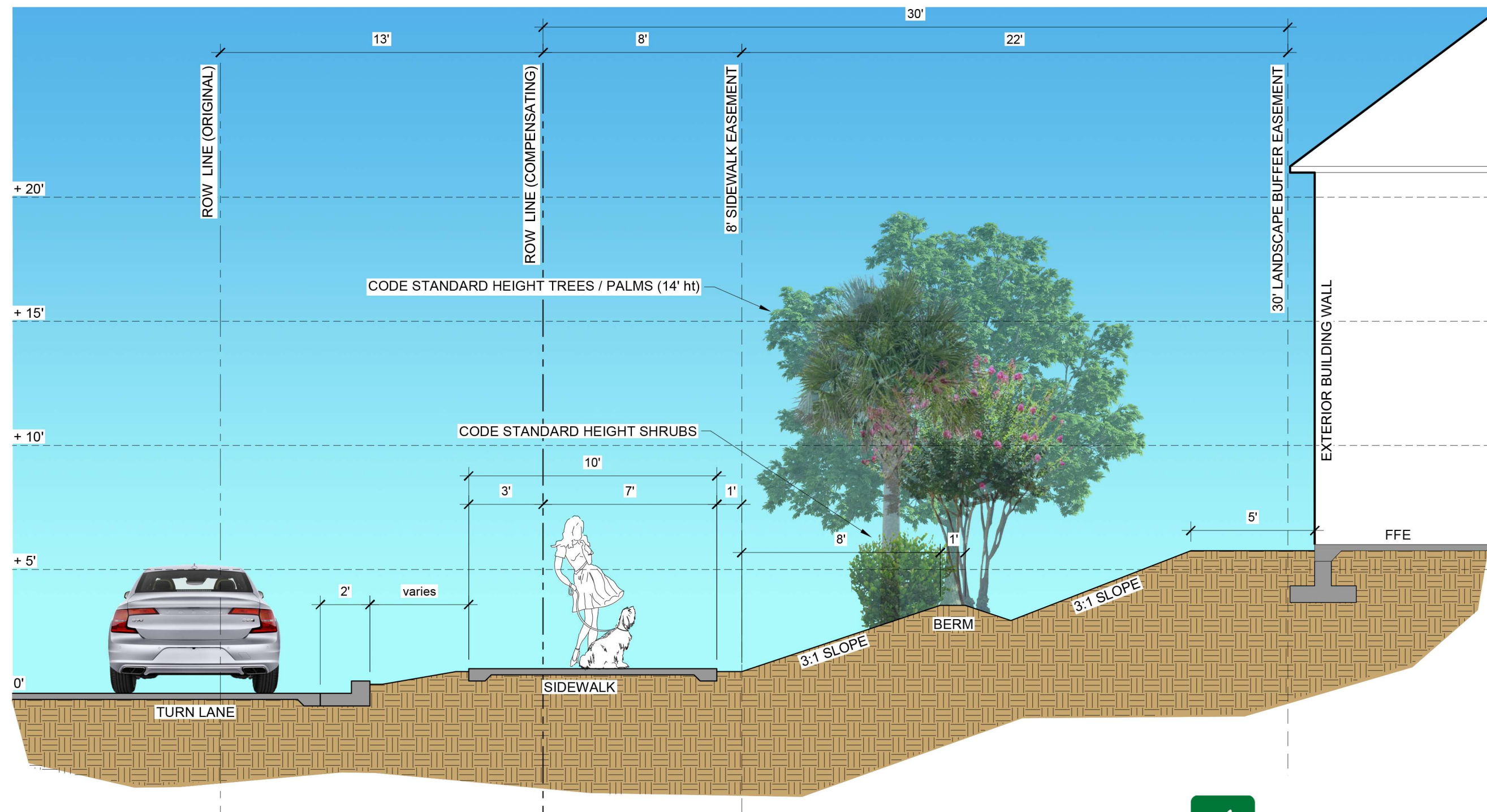
1.	RELIEF FROM LDC SEC. 3-418(d)(4), BUFFER TYPES
2.	RELIEF FROM LDC SEC. 4-2074. (a) (1), SELF-STORAGE FACILITIES
3.	RELIEF FROM LDC SEC. 4-2074. (a) (2), SELF-STORAGE FACILITIES
4.	RELIEF FROM LDC SEC. 4-1732. (1) c., REQUIRED PARKING FOR MULTIPLE-FAMILY BUILDINGS
5.	RELIEF FROM LDC SEC. 4-1732. (3) g., REQUIRED SPACES FOR MINI WAREHOUSES
6.	RELIEF FROM LDC SEC. 4-899, SITE DESIGN STANDARDS FOR THE BONITA BEACH ROAD CORRIDOR OVERLAY
7.	RELIEF FROM LDC SECTION 4-741(d)(4), PROPERTY DEVELOPMENT REGULATIONS
8.	RELIEF FROM LDC SECTION 3-417 (b), INDIGENOUS NATIVE VEGETATION

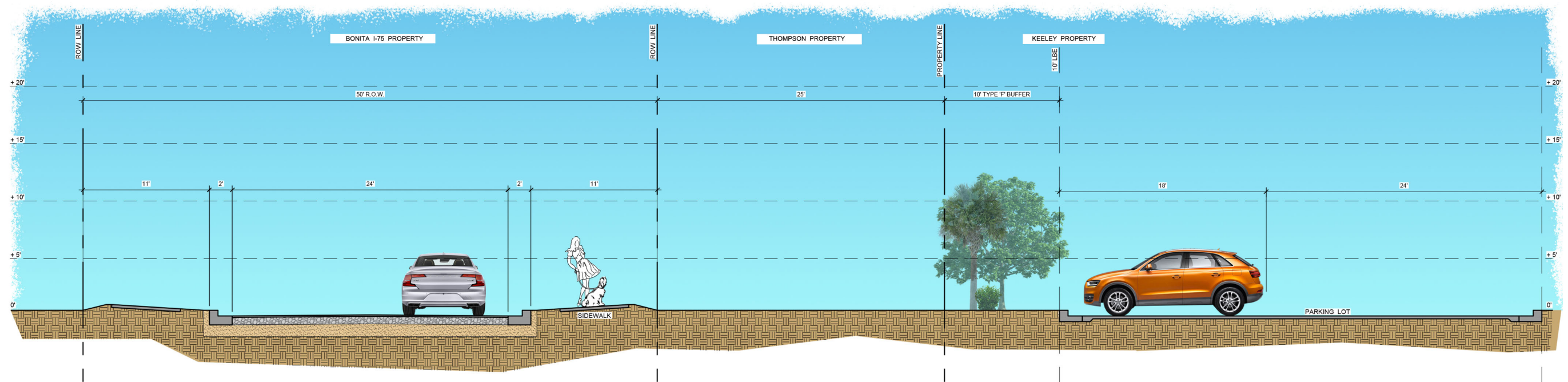
Revision	Date	Description	

DESIGNED BY:	QCMA	 GradyMinor Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 00005151 Cert. of Auth. LB 00005151 Business Lic. 20600266 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380
DRAWN BY:	QCMA	
APPROVED:	D.W.A.	
JOB CODE:	KPBKR	
SCALE:		

<i>ST. JAMES DEVELOPMENT CPD</i> EXHIBIT IV-E MASTER CONCEPT PLAN REVISED APRIL 5, 2024	MUNICIPALITY: BONITA SPRINGS
	SEC/TWN/RGE: 31/47S/26E
	DATE: FEBRUARY 2023
	SUBMITTAL TYPE: PD AMENDMENT
	SHEET 3 OF 3

EXHIBIT C





This instrument has been prepared without opinion of title by, and after recording please return to:

EXHIBIT D

James E. Adkins, Esq.
Berger, Cohen & Brandt, L.C.
8000 Maryland Ave., Suite 1500
St. Louis, Missouri 63102

RECORD IN LEE COUNTY, FLORIDA

AGREEMENT TO DEDICATE PROPERTY

THIS AGREEMENT TO DEDICATE (this “**Agreement**”) is made as of the 29th day of June, 2023 (the “**Effective Date**”), by and between **OLIVE ELAINE THOMPSON (A/K/A ELAINE THOMPSON)**, an unmarried woman, with an address of 27751 Miller Road, Bonita Springs, Florida 34135 (“**THOMPSON**”), and **BONITA FL BEACH DEVELOPMENT, LLC**, a Missouri limited liability company, with an address of 222 S. Central Ave., Suite 305, St. Louis, MO 63105 (“**BFBD**”). THOMPSON and BFBD are hereinafter collectively called the “**Parties**,” or each a “**Party**.”

RECITALS:

A. BFBD is the owner of the real estate located in Lee County, Florida and more particularly described on Exhibit A attached hereto and made a part hereof (“**BFBD Property**”), which BFBD intends to develop.

B. The BFBD Property abuts a private road running North/South from Bonita Beach Road, which private road is commonly identified as Miller Road.

C. Thompson owns the eastern half of a portion of Miller Road, which portion owned by Thompson is more particularly described on Exhibit B attached hereto and made a part hereof (“**Thompson Property**”).

D. In connection with the development of the BFBD Property and property to the west of the BFBD Property owned by Madison Bonita Springs Owner, LLC, it is expected that Lee County, Florida (the “**County**”) will require a land dedication for a right-turn deceleration lane for traffic traveling west bound on Bonita Beach Road to turn onto Miller Road.

E. Thompson agrees to dedicate a portion of Miller Road for a public roadway as provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the exchange of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties agree that the Recitals above are true and correct and are incorporated herein by reference.
2. **DEDICATION.** Upon the request of BFBD, Thompson hereby agrees to dedicate to the County of Lee, Florida (the “**County**”) the southern twenty feet (20’) of the Thompson Property, or such lesser portion of the Thompson Property required by the County, for a right-turn deceleration lane for traffic traveling west bound on Bonita Beach Road to turn onto Miller Road (the “**Dedication**”). Thompson agrees to promptly execute and deliver to BFBD such documentation required by the County to cause the Dedication, including, without limitation, any deeds and/or dedication plats. Such Dedication by Thompson shall occur concurrently with the dedication by BFBD of a portion of the BFBD Property for such deceleration lane.
3. **NOTICES.** Any notices or demands made hereunder or pursuant hereto shall be in writing and either hand delivered or sent via overnight courier to the recipient’s registered agent in the State of Florida (if the recipient is an entity), or (as to an entity or natural person) to the recipient at the address on file with the Lee County Property Appraiser (to which tax bills and tax notices are sent). In the event the address on file with the Lee County Property Appraiser is a post office box, notices or demands shall be express mailed to the recipient.
4. **ENFORCEMENT; VENUE; PREVAILING PARTY.** The terms of this Agreement may be enforced by any Party, and shall be construed in accordance with the laws of the State of Florida. Venue for any action to enforce or interpret this Agreement shall lie exclusively with the courts in and for the County, or with the United States District Court for the Middle District of Florida, Ft. Myers Division. The prevailing Party in any such action shall be entitled to recover its court costs and reasonable attorneys’ fees from the non-prevailing Party(ies), including fees and costs incurred on appeal.
5. **BINDING EFFECT.** This Agreement shall inure to the benefit of the BFBD Property and the Thompson Property and to the Parties. The obligations of the Parties hereunder shall constitute covenants running with the land and shall bind the Parties and all persons claiming under them, during their respective periods of ownership only.
6. **RECORDING.** Upon the execution of this Agreement, it shall be recorded in the Public Records of the County.
7. **UNREPRESENTED PARTIES.** Each Party acknowledges that it has (i) been advised to seek the advice of legal counsel in connection with the negotiation and preparation of this Agreement, and (ii) had a reasonable opportunity to obtain the advice of legal counsel. If any such Party has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish such Party with any defense to the enforcement of any other Party’s rights hereunder. Each Party represents and warrants to each other Party that it (a) has had adequate opportunity to review this Agreement, (b) is fully aware of its obligations under this Agreement, (c) is executing and delivering this Agreement based solely upon its own independent investigation of the matters contemplated by this

Agreement and in no part upon any representation, warranty or statement of any other Party or person with respect thereto except to the extent explicitly set forth in this Agreement.

[Signature Pages Follow]

WITNESSES:

[Signature]

Witness Name: Ave Benson

[Signature]

Witness Name: Cameron Rake

STATE OF Florida)

COUNTY OF Collier)

The foregoing instrument was acknowledged and witnessed before me this 29th day of June, 2023, by means of [X] physical presence or [] online notarization by Olive Elaine Thompson a/k/a Elaine Thompson, who is personally known to me or produced FL Drivers Lic T512-645-42-763-8 as identification.

I am a commissioned notary public of the State of Florida and my commission expires 6/25/24.



THOMPSON:

[Signature]
OLIVE ELAINE THOMPSON
(A/K/A ELAINE THOMPSON)

[Signature]
NOTARY PUBLIC

Name: Beth Ellen Sroke
(Type or Print)
My Commission Expires:

WITNESSES:

[Signature]

Witness Name: Mark Robin

Austin Waller

Witness Name: Austin Waller

BFBD:

**BONITA FL BEACH DEVELOPMENT,
LLC, a Missouri limited liability company**

By: [Signature]
Jason Braidwood, Manager

STATE OF Missouri)

COUNTY OF St. Louis)

The foregoing instrument was acknowledged and witnessed before me this 7th day of July, 2023, by means of [X] physical presence or [] online notarization by Jason P. Braidwood, in the authorized representative capacity indicated above, who is personally known to me or produced _____ as identification.

I am a commissioned notary public of the State of Missouri and my commission expires 8/17/2026.

[Signature]
NOTARY PUBLIC

Name: Angela Ann Lemakis
(Type or Print)

My Commission Expires: 8/17/2026



EXHIBIT "A"
BFBD PROPERTY

Lee County Strap Nos. 31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0130, and 31-47-26-B3-00705.0140, more particularly described as:

Lots 1 and 2, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 129 feet of the South 378 feet of the East 151 feet of the West 176 feet of the southeast quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, Lee County, Florida; subject to a 20 feet canal easement on the North 20 feet of the East 126 feet of the above described parcel.

Together with an easement for ingress and egress over and across the North-South roadway abutting the West side of Block 1, 3, 5 and 7, as shown on the plat of SUN-COAST LAKES, UNIT 2, as recorded in O.R. Book [1091, Page 512](#), Public Records of Lee County, Florida.

Lot 3, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 154 feet of the South 378 feet of the East 75.5 feet of the West 251.5 feet of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 25 feet thereof for canal easement.

Lot 4, Block 1, SUN COAST LAKES, UNIT II, more fully described as the East 75 feet of the North 154 feet of the South 378 feet of the East 151 feet of the West 327 feet of the Southeast Quarter of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 20 feet reserved for canal easement.

Lot 9, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 100.5 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lot 10, Block 1, of SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 176 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lots 11 and 12, Block 1, Suncoast Lakes, Unit II, more fully described as: Commencing at the Southwest corner of the Southeast Quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, run North 0°09'52" East along the quarter section line for 1148.0 feet to a point in the centerline of a road in Block 7; thence North 89°48'15" east along said centerline for 176 feet to the point of beginning. From said point of beginning continue North 89°48'15" East for 151 feet; thence South 0°09'52" West a distance of 154 feet; thence South 89°48'15" West a distance of 151 feet; thence North 0°09'52" East a distance of 154 feet to the point of beginning.

Together with an easement for ingress and egress over and across the roadway shown in said Block 7 and the North-South roadway abutting the west side of Blocks 1, 3, 5 and 7, as shown on the plat of Suncoast Lakes, Unit II, as recorded in O.R. Book [1091, Page 521](#), Public Records of Lee County, Florida.

Lots 1 and 2, Block 3, of SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532.0 feet to a point in the centerline of a road in Block 3, to the point of beginning of the tract herein described. From said point of beginning continue North 89° 48' 15" East for 176.0 feet; thence run North 0° 09' 52" East for 154.0 feet; thence South 89° 49' 51" West for 176.0 feet; thence South 0° 9' 52" West for 154.0 feet to the point of beginning. Less 25 feet on the West and South reserved for roadway and 20 feet along the East 126 feet of the North side reserved for a canal easement.

Lots 3 and 4, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0°09' 52" East along the quarter section line for 532.00 feet to a point in the centerline of a road in Block 3; thence North 89°48' 15" East for 176 feet to the point of beginning of the tract herein described. From said point of beginning, continue North 89 degrees 48' 15" East for 151 feet; thence run North 0°09' 52" East for 154 feet; thence run North 89°48' 15" West for 151 feet; thence run South 0°09' 52" West for 154 feet to the point of beginning. Less the South 25 feet reserved for roadway and the North 20 feet reserved for canal easement.

Lots 9 and 10, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast ¼ of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East 532 feet to the Point of Beginning of the lands herein described. From said point of beginning run North 89°48'15" East 176 feet; thence South 0°09'52" West 149 feet; thence South 89°48'15" West 176 feet; thence North 0°09'52" East 149 feet to the point of beginning. Subject to an easement for road right of way over and across the North and West 25 feet. Also subject to an easement for canal over and across the East 126 feet of the South 20 feet thereof.

Lot 11, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at South 1/4 corner of Section 31, Township 47 South, Range 26 East, Lee County, run North 0° 09' 52" East along quarter section line for 532.0 feet; thence North 89° 48' 15" East along center line of a road in Block 3, 176.0 feet to Point of Beginning of tract herein described. From said Point of Beginning continue North 89° 48' 15" East for 75.5 feet; thence South 0° 09' 52" West for 154.0 feet; thence South 89° 48' 15" West for 75.5 feet; thence North 0° 09' 52" East for 154.0 feet to Point of Beginning. Less 25 feet on North reserved for road and utility and 20 feet on South reserved for canal easements.

Lot 12, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532 feet to a point in the centerline of a road in Block 3; thence run North 89° 48' 15" East along said center line for 251.5 feet; to the Point of Beginning of the herein described parcel; thence run South 0° 09' 52" West for 25 feet to the South boundary of said road in Block 3. Thence continue South 0° 09' 52" West for 129 feet to the center of a canal; thence run North 89° 48' 15" East along the center line of said canal for 75.5 feet; thence run North 0° 09' 52" East for 129 feet to the South Boundary of said road in Block 3; thence-continue North 0° 09' 52" East for 25 feet to the Center line of said road; thence run South 89° 49' 15" West along said center line to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress over and across the roadway shown in said Block 1 and the North-South roadway abutting the West side of Block 1, 3, 5, and 7, as shown on the Plat of SUN COAST LAKES, Unit 2, as recorded in Official Record Book [1091, Page 512](#), Public Records of Lee County, Florida. SUBJECT TO an easement for road right of way over and across the North 25 feet of subject land and a canal easement over and across the South 20 feet of subject land.

Lot 1, Block 5, Suncoast Lakes, Unit 2, an unrecorded Subdivision more particularly described as follows:

Commencing at the SW corner of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run 89° 48' 15" East along said centerline for 25 feet to the Point of Beginning of the herein described parcel; Thence run North 0° 09' 52" East 154 feet; Thence run North 89° 48' 15" East along the South Boundary of said Canal for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet; Thence run South 89° 48' 15" West along the centerline of a road in Block 5 to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book [1091, Page 512](#), public records of Lee County, Florida.

Lot 2, Block 5, SUNCOAST LAKES, UNIT 2 of an unrecorded Subdivision of the SE 1/4 of the SW 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, more particularly described as follows:

Starting at the S 1/4 corner of Section 31, Township 47 South, Range 26 East, run N 0° 09' 52" E along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run N 89° 48' 15" E along said centerline for 100.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning, continue N 89° 48' 15" E for 75.5 feet; Thence run N 0° 11' 13" E. for 154 feet; Thence run S 89° 49' 51" W for 75.5 feet; Thence S 0° 09' 52" W for 154 feet to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book [1091, Page 512](#), Public Records of Lee County, Florida.

Lots 3 and 4, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 176 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the centerline of a 40 foot wide canal easement for 151 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the centerline of the above described road in Block 5; Thence run South 89° 48' 15" West for 151 feet to the Point of Beginning. Subject to and together with the above described road easement also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 5, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 327 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the center line of a 40 foot wide canal easement for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the center line of the above described road in Block 5; Thence run South 89° 48' 15" West for 75.5 feet to the Point of Beginning. Also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 6, Block 5, Unit 2, SUNCOAST LAKES, unrecorded subdivision described as follows:
Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a road in Block 5; Thence run North 89° 48' 15" East along said centerline for 402.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning continue North 89° 48' 51" East for 75.5 feet; Thence run North 0° 09' 52" East for 134 feet; Thence run South 89° 48' 51" West for 75 feet; Thence run South 0° 09' 52" West for 134 feet to the Point of Beginning. Subject to road right of way over and across the South 25 feet of the above described parcel.

Lot 7, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence inn North 89°48'15" East along said centerline for 478 feet to the point of beginning of the herein described parcel; thence run North 0°09'52" East for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the centerline of said canal for 75.5 feet; thence run South 0°09'52" West for 154 feet to the center of a cut de sac having a radius of 50 feet; thence run South 89°48'15" West for 75.5 feet to the point of beginning. Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

Lot 8, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 553.50 feet to a point in the center of a cut de sac with a radius of 50 feet and the point of beginning of the herein described parcel, from said point of beginning continue North 89°48'15" East for 86.87 feet; thence run North 0°09'52" East for 134 feet along the edge of a canal; thence run South 89°48'15" West for 86.81 feet along the edge of a canal; thence run South 0°09'52" West for 134 feet to the point of beginning. Subject to and together with an easement for ingress and egress over and across the above described road and cul de sac, Lee County, Florida.

Lot 9, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 25 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 10, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 100.5 feet to the point of beginning of the herein described parcel Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East

for 154 feet to a point on the centerline of said 50 foot wide road in Block 5, thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 11, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 176 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" East for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" West for 154 feet to a point of the centerline of the above described road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 12, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 251.5 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 13, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 327 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline to the point of beginning. Subject to and together with the above described road easement. Also subject to a canal easement over and across the South 20 feet of the above described parcel.

Lots 14, 15 and 16, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 402.5 feet to the point of beginning of the herein described parcel from said point of beginning run South 0°09'52" West for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the center line of said canal for 257.81 feet to the center of a 20 foot wide canal; thence run North 0°09'52" East along the centerline of said canal for 154 feet; thence run south 89°48'15" West for 86.87 feet to the center of a cut de sac with a radius of 50 feet; thence continue south 89°48'15" West for 151 feet to the point of beginning.

Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31,

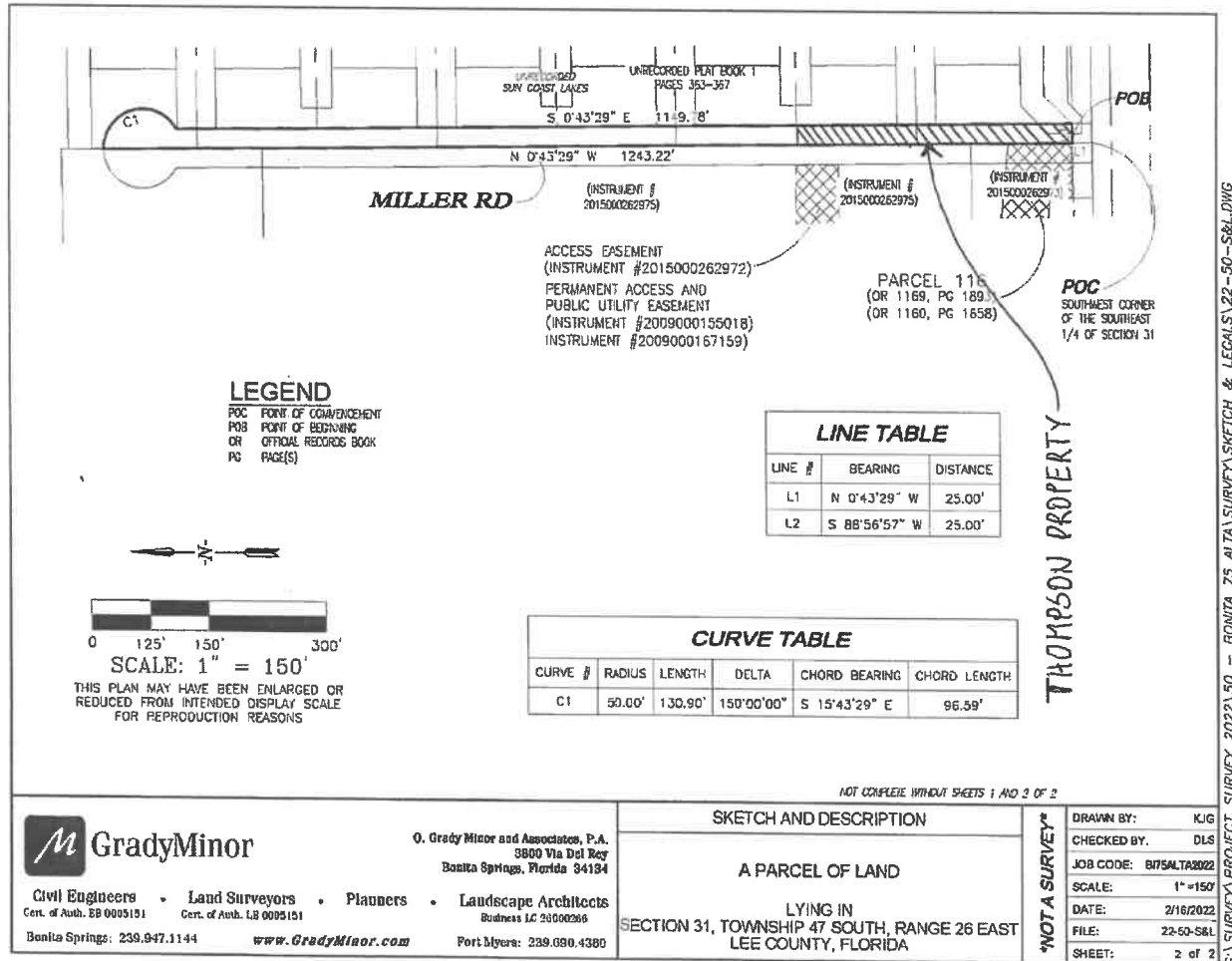
Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

EXHIBIT "B"

THOMPSON PROPERTY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, NORTH 00°45'49" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°45'49" WEST, A DISTANCE OF 353.00 FEET; THENCE NORTH 88°52'34" EAST 25.00 FEET; THENCE SOUTH 00°45'49" EAST, A DISTANCE OF 353.00 FEET; THENCE SOUTH 88°52'39" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



4878-5103-8013, v. 1

This instrument has been prepared without opinion
of title by, and after recording please return to:

Brian J. Thanasiu, Esq.
Cheffy Passidomo, P.A.
821 5th Avenue South
Naples, Florida 34102

RECORD IN LEE COUNTY, FLORIDA

MILLER ROAD EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Miller Road Easement Agreement") is made this 9th day of June, 2023 (the "Effective Date"), by BONITA FL BEACH DEVELOPMENT, LLC, a Missouri limited liability company, with an address of 222 S. Central Ave., Suite 305, St. Louis, MO 63105 ("BFBD"), and OLIVE ELAINE THOMPSON (A/K/A ELAINE THOMPSON), an unmarried woman, with an address of 27751 Miller Road, Bonita Springs, Florida 34135 ("THOMPSON"). BFBD and THOMPSON are hereinafter collectively called the "Parties," or each a "Party."

RECITALS:

WHEREAS, each of Thompson and BFBD owns a portion of that certain real property located in the City of Bonita Springs, Lee County, Florida more particularly described on attached Exhibit "A," which is incorporated herein by reference (the "Roadway and Utility Easement Area"), which property consists of the eastern half of what is commonly identified as Miller Road; and

WHEREAS, the parcels of land subject to this Miller Road Easement Agreement are more particularly described on attached Exhibit "B," which is incorporated herein by reference (collectively, the "Parcels" and each a "Parcel") and the Party which is the present owner of each respective Parcel is identified in Exhibit "B". Any reference herein to a Party or Parties shall include any heir, successor, transferee or assignee which hereafter acquires fee simple title or any fraction thereof to all or any portion of any Parcel. Reference herein to a Parcel will be by the name of the fee simple owner (i.e. the "BFBD Parcel"); and

WHEREAS, BFBD and Thompson are each the owner of a portion of the Roadway and Utility Easement Area; and

WHEREAS, the Parties wish to create a mutual, non-exclusive perpetual easement for ingress and egress to and from Bonita Beach Road and the Parcels, for roadway purposes, and non-exclusive perpetual easements for utility purposes over and across the Roadway and Utility Easement Area.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the exchange of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties agree that the Recitals above are true and correct and are incorporated herein by reference.

2. **GRANT OF ROADWAY EASEMENT.** BFBD and Thompson hereby grant to BFBD and Thompson a non-exclusive perpetual easement for vehicular and pedestrian ingress, egress, and access over and across the Roadway and Utility Easement Area (the "**Roadway Easement**"). The Roadway Easement shall be an appurtenant easement to each of the Parcels, for any or all of the following purposes:

a. Vehicular (including, without limitation, commercial and construction vehicles, maintenance vehicles, buses, and other types of passenger vehicles), pedestrian, and bicycle ingress and egress across and over the Roadway Easement, for the purpose of gaining access to and from the Parcels. Such ingress and egress and use of the Roadway Easement may be made for the purposes of, without limitation, any construction, maintenance, or repair activities.

b. The scope of the Roadway Easement shall be construed as broadly as possible in favor of each of the Parties, it being the express intent of the Parties that any future change in the use of any Parcel (as well as any future increase in intensity of use of any Parcel) shall not be construed as overburdening the Roadway Easement.

c. The Parties hereby acknowledge that, in connection with the development of the BFBD Parcel, governmental entities having approval rights over such development may require that a vehicular access drive(s) be installed on the BFBD Parcel between the Roadway and Utility Easement Area and the property(ies) to the east of the BFBD Parcel ("**Access Drive(s)**") whereby such property(ies) to the east of the BFBD Parcel may be accessed via the Roadway and Utility Easement Area and Access Drive(s). It is the express intent of the Parties that, in the event any such Access Drive(s) are installed on the BFBD Parcel, the use of the Roadway and Utility Easement Area to gain access to the property(ies) to the east of the BFBD Parcel via the Access Drive(s) shall be permitted and shall not be construed as overburdening the Roadway Easement.

3. **GRANT OF UTILITY EASEMENTS.**

a. BFBD and Thompson hereby grant to Thompson a non-exclusive perpetual utility easement (the "**Thompson Utility Easement**") lying five (5) feet in width along the eastern side of the Roadway and Utility Easement Area (the "**Thompson Utility Easement Area**"), subject to relocation by BFBD as provided in Section 3.e., below. The Thompson Utility Easement shall be an appurtenant easement to the Thompson Parcel for any or all of the following purposes:

To maintain the existing utilities located in the Thompson Utility Easement Area which serve the Thompson Parcel and to install, tap-in to, connect to, maintain, repair, replace, and/or remove any or all public and/or private storm water drainage, sanitary sewer, electric, gas, cable television, telephone, fiber optic, communication facilities and lines, water sprinkler system lines of whatever type, irrigation lines and/or pipes, potable water pipes, non-potable water pipes;

pumps, meters and/or other utility fixtures and/or utility equipment and any other utility facilities or lines, of whatever kind or nature which may now or hereafter serve or otherwise benefit the Thompson Parcel (collectively, "Thompson Utility Facilities"). The owner of the Thompson Parcel, when intending to install any Thompson Utility Facilities within the Thompson Utility Easement Area, shall give BFBD no less than thirty (30) days' advance written notice thereof.

b. BFBD and Thompson hereby grant to BFBD a non-exclusive perpetual utility easement (the "Utility Line Easement") over, under, through and across the Roadway and Utility Easement Area, to construct, install, tap-in to, connect to, disconnect from, maintain, operate, repair, replace, and/or remove any or all public and/or private utility lines and related equipment and fixtures which may now or hereafter serve or otherwise benefit the BFBD Parcel, as applicable (collectively the "Utility Line Facilities").

c. Collectively, the Thompson Utility Facilities and the Utility Line Facilities shall be referred to as the "Utility Facilities". Collectively, the Thompson Utility Easement and the Utility Line Easement shall be referred to as the "Utility Easements". The Utility Facilities hereafter located within the Roadway and Utility Easement Area shall be constructed so as to not obstruct or interfere with the use of the Roadway and Utility Easement Area for ingress, egress and access, as set forth in Section 2., above.

d. The scope of the Utility Easements shall be construed as broadly as possible in favor of the grantee, it being the express intent of the Parties that any future change in the use of the benefitted Parcel (as well as any future increase in intensity of use of any benefitted Parcel) shall not be construed as overburdening the Utility Easements.

e. Notwithstanding the foregoing, BFBD shall have the right to relocate the Thompson Utility Easement Area and Thompson Utility Facilities to a different location within the BFBD Parcel; provided, however, that such relocation:

- (i) may be performed only after BFBD has given Thompson thirty (30) days' written notice of its intention to relocate the Thompson Utility Easement Area and Thompson Utility Facilities;
- (ii) shall not materially interfere with or diminish the utility services to the Thompson Parcel;
- (iii) shall not reduce or unreasonably impair the usefulness or function of the Thompson Utility Facilities in question; and
- (iv) shall be performed without cost or expense to Thompson.

In the event BFBD relocates the Thompson Utility Easement Area and Thompson Utility Facilities, then, upon completion of such relocation, BFBD may record an instrument in the Lee County, Florida Recorder's office memorializing said relocation and the location of the relocated Thompson Utility Easement Area and BFBD may remove and dispose of any Thompson Utility Facilities remaining in the former Thompson Utility Easement Area.

4. ROAD IMPROVEMENTS AND MAINTENANCE.

a. BFBD shall have the right (but shall not be obligated) to construct and maintain road and related improvements in the Roadway and Utility Easement Area and may enter into an agreement with one or more third parties, pursuant to which BFBD and said third parties will construct and/or maintain, at their joint expense, roadway improvements in the Roadway and Utility Easement Area ("Miller Road Construction and Maintenance Agreement").

b. The duties of maintenance of BFBD pursuant to the Miller Road Construction and Maintenance Agreement (if applicable) shall inure solely to the benefit of the parties to the Miller Road Construction and Maintenance Agreement and no other Party shall be deemed a third party beneficiary of same.

c. Any roadway improvements constructed pursuant to this Section 4., or the Miller Road Construction and Maintenance Agreement (if applicable), shall hereafter be collectively referred to as the "Road Improvements".

d. Each Party constructing or causing to be constructed Road Improvements or Utility Facilities within the Roadway and Utility Easement Area shall indemnify, defend, protect and hold harmless the owners of the Roadway and Utility Easement Area for, from and against all claims and all costs, losses, damages, expenses and liabilities (including reasonable attorneys' fees and costs) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of any construction liens filed against the Parcel of the indemnified Party as shall occur by reason of the performance of any construction by or at the request of the indemnifying Party (the "Construction Indemnities").

e. Any damage occurring to any portion of the Road Improvements as a result of the actions of any Party's Authorized Users (as that term is defined below) shall be the responsibility of such Party and shall be repaired by such Party, at such Party's sole cost and expense, to the same condition as existed immediately prior to such damage, promptly after the occurrence of such damage.

f. Any provision of this Miller Road Easement Agreement notwithstanding, any change of use or intensity of use of any Parcel which, pursuant to requirements imposed by the governmental entities having approval rights over such change of use or intensity of use, requires that additional improvements to the Roadway and Utility Easement Area be made or that the then existing improvements be redesigned and reconstructed, then the Party which owns the Parcel seeking such change shall be required to enter into a construction and maintenance agreement with the other affected Parties and to construct the additional improvements or reconstruct the existing improvements, as applicable, at its sole expense and thereafter share in the maintenance expenses.

5. ROADWAY AND UTILITY EASEMENT AREA TO REMAIN CLEAR OF OBSTRUCTIONS. No barriers, fences, walls, ditches, barricades or other structures or obstacles will be erected on, within or along the portions of the Roadway and Utility Easement Area so as to unreasonably burden or interfere with, impede, slow, divert or in any way prevent vehicular and pedestrian traffic from utilizing the Roadway Easement or the Utility Easements. Notwithstanding the foregoing to the contrary:

a. The temporary closure of portions of the Roadway and Utility Easement Area for a reasonable period of time in connection with the construction of the Road Improvements pursuant to Section 4., above, shall be permitted.

b. The temporary closure for a reasonable period of time of those portions of the Roadway and Utility Easement Area necessary for the installation, repair, maintenance and replacement of the Utility Facilities permitted pursuant to Section 3.a. and b., above, shall be permitted, provided that the Party seeking closure shall use all reasonable means necessary to minimize the effect of the closure or impediment on the use of the Roadway and Utility Easement Area by the Parties.

c. BFBD shall have the right to close portions of the Roadway and Utility Easement Area for a reasonable period of time in order to perform maintenance pursuant to the requirements of the Miller Road Construction and Maintenance Agreement.

d. Any Party seeking to close a portion of the Roadway and Utility Easement Area pursuant to Sections 5.a., b., or c. (except in the event of an emergency) shall provide no less than fifteen (15) days prior written notice of such closure and the timing and scope thereof to the other Parties.

6. **DUTY TO COOPERATE; TEMPORARY CONSTRUCTION LICENSE.** The Parties shall cooperate and work in good faith with each other and shall, upon reasonable written request, join in any permits, governmental consents or other governmental applications requested or required by any governmental agency in conjunction with the design, permitting and/or construction of any improvements permitted hereby. Further, the Parties will grant to any other Party a reasonable temporary construction license as required for the construction of any improvements permitted hereby.

7. **DEDICATION OF ROAD.** It is the intention of the Parties that the Roadway and Utility Easement Area be dedicated to, and accepted by, the City of Bonita Springs (the "City") for a public roadway (the "Road Dedication"). The Parties hereby agree to cooperate in good faith to cause the Road Dedication to occur upon completion of the Road Improvements. Each Party agrees to promptly execute such documentation required by the City to cause the Road Dedication, including, without limitation, any subdivision or dedication plats. At such time that the Road Dedication occurs, this Miller Road Easement Agreement shall automatically terminate as to any portion of the Roadway and Utility Easement Area subject to the Road Dedication, except that the Utility Easements granted hereunder shall not terminate and shall continue, but only to the extent of any private Utility Facilities located within the Utility Easement as of the date of the Road Dedication. Notwithstanding the foregoing, if the City requires as a condition of the Road Dedication that no private Utility Facilities be located within the Roadway and Utility Easement Area, the Parties shall cooperate to cause such private Utility Facilities to be relocated out of the Roadway and Utility Easement Area, which cooperation shall include the granting of reasonable easements for such relocated private Utility Facilities.

8. **NOTICES.** Any notices or demands made hereunder or pursuant hereto shall be in writing and either hand delivered or sent via overnight courier to the recipient's registered agent

in the State of Florida (if the recipient is an entity), or (as to an entity or natural person) to the recipient at the address on file with the Lee County Property Appraiser (to which tax bills and tax notices are sent). In the event the address on file with the Lee County Property Appraiser is a post office box, notices or demands shall be express mailed to the recipient.

9. **AMENDMENT; NO PUBLIC RIGHTS.** This Miller Road Easement Agreement may only be amended by written instrument executed by all Parties and recorded in the Public Records of Lee County, Florida. Any rights, privileges, and easements declared and granted in this Miller Road Easement Agreement shall inure to the general public pursuant to a Road Dedication only, and otherwise do not, are not intended to, and shall not be construed to create any rights, privileges, and/or easements in and for the benefit of the general public.

10. **ENFORCEMENT; VENUE; PREVAILING PARTY.** The terms of this Miller Road Easement Agreement may be enforced by any Party, and shall be construed in accordance with the laws of the State of Florida. Venue for any action to enforce or interpret this Miller Road Easement Agreement shall lie exclusively with the courts in and for Lee County, Florida, or with the United States District Court for the Middle District of Florida, Ft. Myers Division. The prevailing Party in any such action shall be entitled to recover its court costs and reasonable attorneys' fees from the non-prevailing Party(ies), including fees and costs incurred on appeal.

11. **BINDING EFFECT.** The Road Easement and the Utility Easement granted herein shall inure to the benefit of the Parcels and to the Parties and their respective members, managers, partners, officers, affiliates, employees, contractors, subcontractors, suppliers, agents, guests, customers, owners, tenants, invitees, and licensees (the "**Authorized Users**"). The obligations of the Parties hereunder shall constitute covenants running with the land and shall bind the Parties and all persons claiming under them, during their respective periods of ownership only.

12. **RECORDING.** Upon the execution of this Miller Road Easement Agreement, it shall be recorded in the Public Records of Lee County, Florida.

13. **UNREPRESENTED PARTIES.** Each Party acknowledges that it has (i) been advised to seek the advice of legal counsel in connection with the negotiation and preparation of this Miller Road Easement Agreement, and (ii) had a reasonable opportunity to obtain the advice of legal counsel. If any such Party has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish such Party with any defense to the enforcement of any other Party's rights hereunder. Each Party represents and warrants to each other Party that it (a) has had adequate opportunity to review this Miller Road Easement Agreement, (b) is fully aware of its obligations under this Miller Road Easement Agreement, (c) is executing and delivering this Miller Road Easement Agreement based solely upon its own independent investigation of the matters contemplated by this Miller Road Easement Agreement and in no part upon any representation, warranty or statement of any other Party or person with respect thereto except to the extent explicitly set forth in this Miller Road Easement Agreement.

[Signature Pages Follow]

WITNESSES:

Witness Name: _____

Witness Name: _____

BFBD:

BONTA FL BEACH DEVELOPMENT,
LLC, a Missouri limited liability company

By: KDG Manager, LLC,
a Missouri limited liability company

By: _____
Jason Braidwood, Manager

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged and witnessed before me this ____ day of _____, 2023, by means of [X] physical presence or [] online notarization by Jason Braidwood, in the authorized representative capacity indicated above, who is personally known to me or produced _____ as identification.

I am a commissioned notary public of the State of _____ and my commission expires _____.

NOTARY PUBLIC

Name: _____
(Type or Print)
My Commission Expires: _____

WITNESSES

[Signature]
Witness Name: William Dial

[Signature]
Witness Name: John D. Spear

THOMPSON:

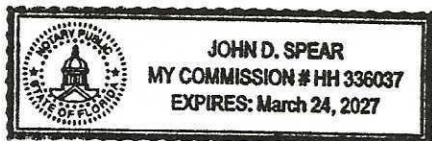
[Signature]
OLIVE ELAINE THOMPSON
(A/K/A ELAINE THOMPSON)

STATE OF FL)

COUNTY OF Lee)

The foregoing instrument was acknowledged and witnessed before me this 9th day of June, 2023, by means of [X] physical presence or [] online notarization by Olive Elaine Thompson a/k/a Elaine Thompson, who is personally known to me or produced drivers license as identification.

I am a commissioned notary public of the State of Florida and my commission expires May 24, 2027.



[Signature]
NOTARY PUBLIC

Name: John D. Spear
(Type or Print)
My Commission Expires:

EXHIBIT "A"
ROADWAY AND UTILITY EASEMENT AREA

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, NORTH 00°45'49" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°45'49" WEST, A DISTANCE OF 969.00 FEET; THENCE NORTH 88°52'34" EAST 25.00 FEET; THENCE SOUTH 00°45'49" EAST, A DISTANCE OF 969.00 FEET; THENCE SOUTH 88°52'39" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

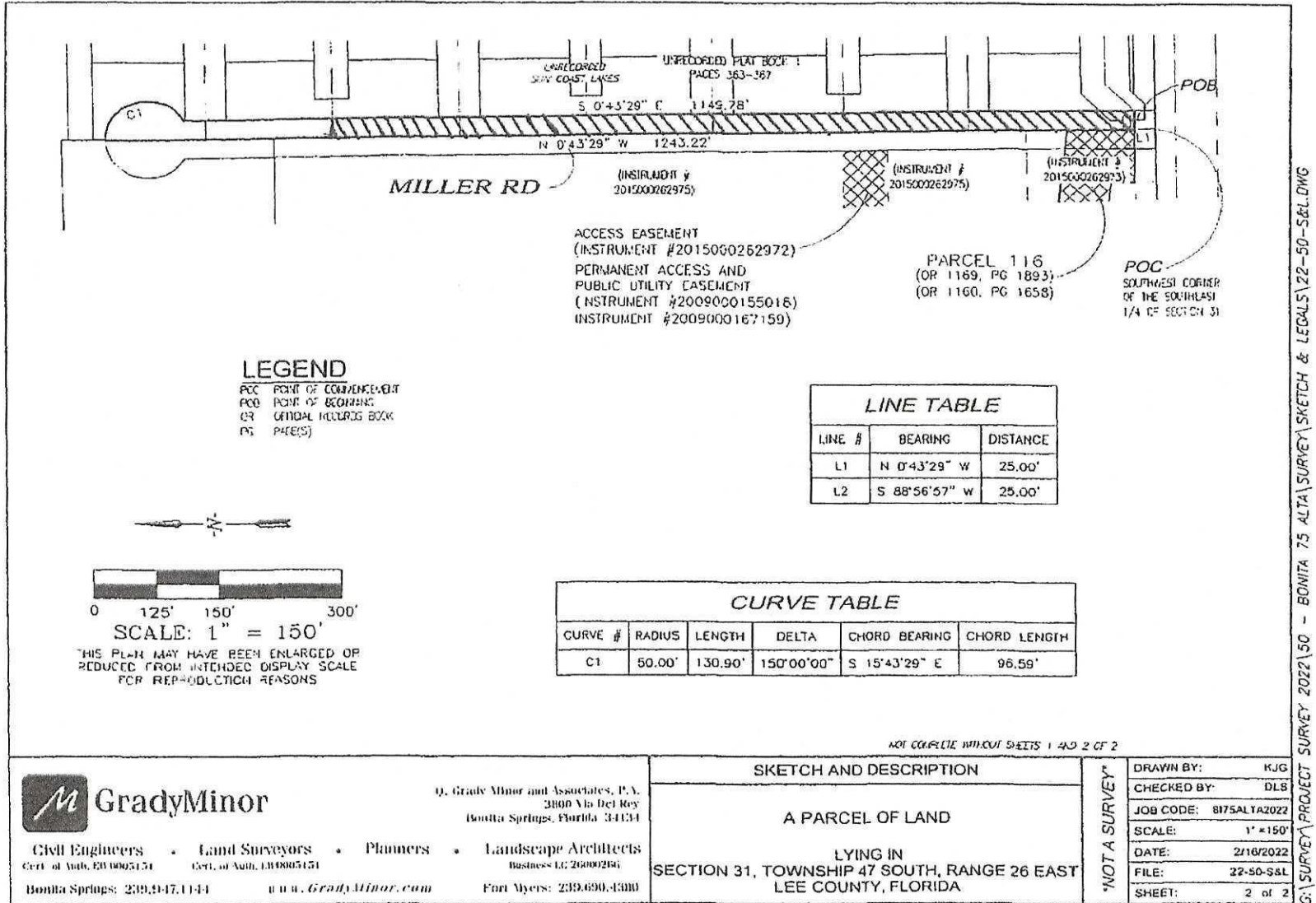


EXHIBIT "B"
THE BENEFITTED PROPERTIES

BFBD PARCEL: Lee County Strap Nos. 31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0130, and 31-47-26-B3-00705.0140, more particularly described as:

Lots 1 and 2, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 129 feet of the South 378 feet of the East 151 feet of the West 176 feet of the southeast quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, Lee County, Florida; subject to a 20 feet canal easement on the North 20 feet of the East 126 feet of the above described parcel.

Together with an easement for ingress and egress over and across the North-South roadway abutting the West side of Block 1, 3, 5 and 7, as shown on the plat of SUN-COAST LAKES, UNIT 2, as recorded in O.R. Book 1091, Page 512, Public Records of Lee County, Florida.

Lot 3, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 154 feet of the South 378 feet of the East 75.5 feet of the West 251.5 feet of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 25 feet thereof for canal easement.

Lot 4, Block 1, SUN COAST LAKES, UNIT II, more fully described as the East 75 feet of the North 154 feet of the South 378 feet of the East 151 feet of the West 327 feet of the Southeast Quarter of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 20 feet reserved for canal easement.

Lot 9, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 100.5 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lot 10, Block 1, of SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 176 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lots 11 and 12, Block 1, Suncoast Lakes, Unit II, more fully described as: Commencing at the Southwest corner of the Southeast Quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, run North 0°09'52" East along the quarter section line for 1148.0 feet to a point in the centerline of a road in Block 7; thence North 89°48'15" east along said centerline for 176 feet to the point of beginning. From said point of beginning continue North 89°48'15" East for 151 feet; thence South 0°09'52" West a distance of 154 feet; thence South 89°48'15" West a distance of 151 feet; thence North 0°09'52" East a distance of 154 feet to the point of beginning.

Together with an easement for ingress and egress over and across the roadway shown in said Block 7 and the North-South roadway abutting the west side of Blocks 1, 3, 5 and 7, as shown on the plat of Suncoast Lakes, Unit II, as recorded in O.R. Book 1091, Page 521, Public Records of Lee County, Florida.

Lots 1 and 2, Block 3, of SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run

North 0° 09' 52" East along the quarter section line for 532.0 feet to a point in the centerline of a road in Block 3, to the point of beginning of the tract herein described. From said point of beginning continue North 89° 48' 15" East for 176.0 feet; thence run North 0° 09' 52" East for 154.0 feet; thence South 89° 49' 51" West for 176.0 feet; thence South 0° 9' 52" West for 154.0 feet to the point of beginning. Less 25 feet on the West and South reserved for roadway and 20 feet along the East 126 feet of the North side reserved for a canal easement.

Lots 3 and 4, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0°09' 52" East along the quarter section line for 532.00 feet to a point in the centerline of a road in Block 3; thence North 89°48' 15" East for 176 feet to the point of beginning of the tract herein described. From said point of beginning, continue North 89 degrees 48' 15" East for 151 feet; thence run North 0°09' 52" East for 154 feet; thence run North 89°48' 15" West for 151 feet; thence run South 0°09' 52" West for 154 feet to the point of beginning. Less the South 25 feet reserved for roadway and the North 20 feet reserved for canal easement.

Lots 9 and 10, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast ¼ of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East 532 feet to the Point of Beginning of the lands herein described. From said point of beginning run North 89°48'15" East 176 feet; thence South 0°09'52" West 149 feet; thence South 89°48'15" West 176 feet; thence North 0°09'52" East 149 feet to the point of beginning. Subject to an easement for road right of way over and across the North and West 25 feet. Also subject to an easement for canal over and across the East 126 feet of the South 20 feet thereof.

Lot 11, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at South 1/4 corner of Section 31, Township 47 South, Range 26 East, Lee County, run North 0° 09' 52" East along quarter section line for 532.0 feet; thence North 89° 48' 15" East along center line of a road in Block 3, 176.0 feet to Point of Beginning of tract herein described. From said Point of Beginning continue North 89° 48' 15" East for 75.5 feet; thence South 0' 09 52" West for 154.0 feet; thence South 89° 48' 15" West for 75.5 feet; thence North 0° 09' 52" East for 154.0 feet to Point of Beginning. Less 25 feet on North reserved for road and utility and 20 feet on South reserved for canal easements.

Lot 12, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532 feet to a point in the centerline of a road in Block 3; thence run North 89° 48' 15" East along said center line for 251.5 feet; to the Point of Beginning of the herein described parcel; thence run South 0° 09' 52" West for 25 feet to the South boundary of said road in Block 3. Thence continue South 0° 09' 52" West for 129 feet to the center of a canal; thence run North 89° 48' 15" East along the center line of said canal for 75.5 feet; thence run North 0° 09' 52" East for 129 feet to the South Boundary of said road in Block 3; thence-continue North 0° 09' 52" East for 25 feet to the Center line of said road; thence run South 89° 49' 15" West along said center line to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress over and across the roadway shown in said Block 1 and the North-South roadway abutting the West side of Block 1, 3, 5, and 7, as shown on the Plat of SUN COAST LAKES, Unit 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida. SUBJECT TO an easement for road right of way over and across the North 25 feet of subject land and a canal easement over and across the South 20 feet of subject land.

Lot 1, Block 5, Suncoast Lakes, Unit 2, an unrecorded Subdivision more particularly described as follows:

Commencing at the SW corner of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run 89° 48' 15" East along said centerline for 25 feet to the Point of Beginning of the herein described parcel; Thence run North 0° 09' 52" East 154 feet; Thence run North 89° 48' 15" East along the South Boundary of said Canal for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet; Thence run South 89° 48' 15" West along the centerline of a road in Block 5 to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, public records of Lee County, Florida.

Lot 2, Block 5, SUNCOAST LAKES, UNIT 2 of an unrecorded Subdivision of the SE 1/4 of the SW 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, more particularly described as follows:

Starting at the S 1/4 corner of Section 31, Township 47 South, Range 26 East, run N 0° 09' 52" E along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run N 89° 48' 15" E along said centerline for 100.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning, continue N 89° 48' 15" E for 75.5 feet; Thence run N 0° 11' 13" E. for 154 feet; Thence run S 89° 49' 51" W for 75.5 feet; Thence S 0° 09' 52" W for 154 feet to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida.

Lots 3 and 4, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 176 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the centerline of a 40 foot wide canal easement for 151 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the centerline of the above described road in Block 5; Thence run South 89° 48' 15" West for 151 feet to the Point of Beginning. Subject to and together with the above described road easement also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 5, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 327 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the center line of a 40 foot wide canal easement for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the center line of the above described road in Block 5; Thence run South 89° 48' 15" West for 75.5 feet to the Point of Beginning. Also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 6, Block 5, Unit 2, SUNCOAST LAKES, unrecorded subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a road in Block 5; Thence run North 89° 48' 15" East along said centerline for

402.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning continue North 89° 48' 51" East for 75.5 feet; Thence run North 0° 09' 52" East for 134 feet; Thence run South 89° 48' 51" West for 75 feet; Thence run South 0° 09' 52" West for 134 feet to the Point of Beginning. Subject to road right of way over and across the South 25 feet of the above described parcel.

Lot 7, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence inn North 89°48'15" East along said centerline for 478 feet to the point of beginning of the herein described parcel; thence run North 0°09'52" East for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the centerline of said canal for 75.5 feet; thence run South 0°09'52" West for 154 feet to the center of a cut de sac having a radius of 50 feet; thence run South 89°48'15" West for 75.5 feet to the point of beginning. Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

Lot 8, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 553.50 feet to a point in the center of a cut de sac with a radius of 50 feet and the point of beginning of the herein described parcel, from said point of beginning continue North 89°48'15" East for 86.87 feet; thence run North 0°09'52" East for 134 feet along the edge of a canal; thence run South 89°48'15" West for 86.81 feet along the edge of a canal; thence run South 0°09'52" West for 134 feet to the point of beginning. Subject to and together with an easement for ingress and egress over and across the above described road and cul de sac, Lee County, Florida.

Lot 9, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 25 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 10, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 100.5 feet to the point of beginning of the herein described parcel Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5, thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 11, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 176 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" East for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" West for 154 feet to a point of the centerline of the above described road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 12, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 251.5 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 13, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 327 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline to the point of beginning. Subject to and together with the above described road easement. Also subject to a canal easement over and across the South 20 feet of the above described parcel.

Lots 14, 15 and 16, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 402.5 feet to the point of beginning of the herein described parcel from said point of beginning run South 0°09'52" West for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the center line of said canal for 257.81 feet to the center of a 20 foot wide canal; thence run North 0°09'52" East along the centerline of said canal for 154 feet; thence run south 89°48'15" West for 86.87 feet to the center of a cut de sac with a radius of 50 feet; thence continue south 89°48'15" West for 151 feet to the point of beginning.

Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

THOMPSON PARCEL: Lee County Strap Nos. 31-47-26-B3-00707.0010, more particularly described as:

Lots 1 and 2, Block 7, Unit 2, SUNCOAST LAKES unrecorded Subdivision, described as follows:

Commencing at the NW corner of the SW 1/4 of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, thence run S 0° 09' 52" W along the center line of said Section 31, a distance of 30 feet to the point of beginning of the herein described parcel from said P.O.B. run N 89° 49' 51" E for 176 feet thence run S 0° 09' 52" W for 135.15 feet to a point in the center line of a road in Block 7, thence run S 89° 48' 15" W along said centerline for 176 feet to a point on the center Line of said Section 31 thence run N 0° 09' 52" East along said centerline to the P.O.B.

SUBJECT TO a road right of way over and across the South 25 feet of the above described parcel and together with an easement for ingress and egress over and across: roadways shown in Official Record Book 1091, Page 512, in the Public Records of Lee County, Florida.

THIS INSTRUMENT PREPARED BY:

Berger, Cohen & Brandt, L.C.
Attn: James E. Adkins
8000 Maryland Avenue, Suite 1500
St. Louis, MO 63105

UPON RECORDING, RETURN TO:

First American Title Insurance Company
Attn: Josh Cohen
8182 Maryland Avenue, Suite 400
St. Louis, MO 63105

Lee County Strap Nos. 31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040,
31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-
00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-
B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-
26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-
47-26-B3-00705.0120, 31-47-26-B3-00705.0130, and 31-47-26-B3-00705.0140

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 14th day of July, 2023, by and between 2XJ, LLC, a Florida limited liability company, whose mailing address is 4323 Snowberry Lane, Naples, FL 34119 (“**Grantor**”), to BONITA FL BEACH DEVELOPMENT, LLC, a Missouri limited liability company, whose mailing address is 222 S. Central Avenue, Suite 305, St. Louis, MO 63105 (“**Grantee**”):

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the real property situated, lying and being in the County of Lee, State of Florida, to wit:

See Exhibit A attached hereto and made a part hereof

SUBJECT TO matters set forth on Exhibit B attached hereto and made a part hereof (the “**Permitted Exceptions**”), provided that the reference to such Permitted Exceptions shall not operate to reimpose the same.

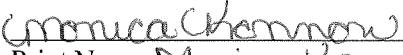
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

Grantor hereby covenants with Grantee that they are lawfully seized of said land in fee simple; that they have a good right to sell and convey the same; and that they fully warrant the title to the land and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument effective as of the day and year first above written.

Signed, sealed and delivered
in our presence:


Print Name: Evelyn Figueroa

Print Name: Monica Kennow

GRANTOR:

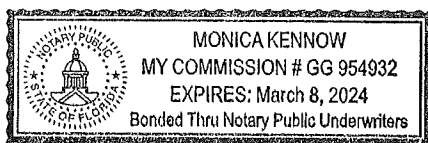
2XJ, LLC, a Florida limited liability company

By: 
Name: John Callis
Title: Authorized Member

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged and witnessed before me this 13th day of July, 2023, by means of [X] physical presence or [] online notarization by John Callis, in the authorized representative capacity indicated above, who is personally known to me or produced _____ as identification.

(Seal)




Notary Public
Printed Name: Monica Kennow
My Commission Expires: _____

EXHIBIT A

Legal Description

TRACTS 1 THROUGH 9:

A PORTION OF SUNCOAST LAKES, UNIT #2, DESCRIBED AS FOLLOWS:
(COMBINED PARCEL)

A PORTION OF LAND LYING IN SUNCOAST LAKES, UNIT #2, WHICH MAP IS RECORDED IN OFFICIAL RECORDS BOOK 1091, PAGE 512 WHICH IS LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26 EAST, LEE COUNTY, FLORIDA. SAID PORTION BEING A COMBINATION OF ALL OF BLOCKS 1 AND 3 TO INCLUDE ROADWAYS AND CUL-DE-SACS, CANALS AND PORTIONS THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND LYING NORTH OF THE SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26E AND SOUTH OF THE CENTERLINE OF THE CANAL DIVIDING BLOCK 3 AND 5 AND LYING EAST OF THE WEST LINE OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 25E AND LYING WEST OF THE CENTERLINE OF THE CANAL DIVIDING BLOCKS 1 AND 2 AND BLOCKS 3 AND 4 ALL OF SAID SUNCOAST LAKES, UNIT NO.2 MAP.

LESS AND EXCEPT THE FOLLOWING:

THE WESTERLY 25.0 FEET AND THE SOUTHERLY 25.0 FEET THEREFROM FOR ROADWAY AND UTILITY PURPOSES.

ALSO LESS AND EXCEPT THEREFROM I-75 RIGHT-OF-WAY IF ANY.

ALSO LESS AND EXCEPT THAT WARRANTY DEED DESCRIBED IN O.R. BOOK 04192 PAGE 0598 BEING DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST LESS THE SOUTHERLY 25.0 FEET FOR ROAD RIGHT-OF-WAY LEE COUNTY, FLORIDA.

FOR INFORMATIONAL PURPOSES ONLY, THE CORRESPONDING PARCEL NUMBERS AND LOT NUMBERS ARE:

31-47-26-B3-00701.0010 (LOTS 1 AND 2, BLOCK 1)
31-47-26-B3-00701.0030 (LOT 3, BLOCK 1)
31-47-26-B3-00701.0040 (LOT 4, BLOCK 1)
31-47-26-B3-00701.0090 (LOTS 9, 10, 11 AND 12, BLOCK 1)
31-47-26-B3-00703.0010 (LOTS 1 AND 2, BLOCK 3)
31-47-26-B3-00703.0030 (LOTS 3 AND 4, BLOCK 3)
31-47-26-B3-00703.0080 (LOTS 9 AND 10, BLOCK 3)
31-47-26-B3-00703.0110 (LOT 11, BLOCK 3)
31-47-26-B3-00703.0120 (LOT 12, BLOCK 3)

TRACT 10 (PARCEL 31-47-26-B3-00705.0010):

LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT 2, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0° 09' 52" EAST 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE SOUTH BOUNDARY OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET; THENCE RUN SOUTH 89° 48' 15" WEST ALONG THE CENTERLINE OF A ROAD IN BLOCK 5 TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

LOT 2, BLOCK 5, SUNCOAST LAKES, UNIT 2 OF AN UNRECORDED SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE S 1/4 CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, RUN N 0° 09' 52" E ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN N 89° 48' 15" E ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING, CONTINUE N 89° 48' 15" E FOR 75.5 FEET; THENCE RUN N 0° 11' 13" E FOR 154 FEET; THENCE RUN S 89° 49' 51" W FOR 75.5 FEET; THENCE S 0° 09' 52" W FOR 154 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TRACT 11 (PARCEL 31-47-26-B3-00705.0030):

LOTS 3 AND 4, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 151 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A

POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 151 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 12 (PARCEL 31-47-26-B3-00705.0050):

LOT 5, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTER LINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTER LINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 13 (PARCEL 31-47-26-B3-00705.0060):

LOT 6, BLOCK 5, UNIT 2, SUNCOAST LAKES, UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89° 48' 51" EAST FOR 75.5 FEET; THENCE RUN NORTH 0° 09' 52" EAST FOR 134 FEET; THENCE RUN SOUTH 89° 48' 51" WEST FOR 75 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO ROAD RIGHT OF WAY OVER AND ACROSS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 14 (PARCEL 31-47-26-B3-00705.0070):

LOT 7, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 478 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE

CENTER OF A CUL DE SAC HAVING A RADIUS OF 50 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 15 (PARCEL 31-47-26-B3-00705.0080):

LOT 8, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 553.50 FEET TO A POINT IN THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°48'15" EAST FOR 86.87 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 134 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 89°48'15" WEST FOR 86.81 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 0°09'52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD AND CUL DE SAC, LEE COUNTY, FLORIDA.

TRACT 16 (PARCEL 31-47-26-B3-00705.0090):

LOT 9, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 17 (PARCEL 31-47-26-B3-00705.0100):

LOT 10, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE

CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 18 (PARCEL 31-47-26-B3-00705.0110):

LOT 11, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" EAST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" WEST FOR 154 FEET TO A POINT OF THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 19 (PARCEL 31-47-26-B3-00705.0120):

LOT 12, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 251.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL CASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 20 (PARCEL 31-47-26-B3-00705.0130):

LOT 13, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154

FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 21 (PARCEL 31-47-26-B3-00705.0140):

LOTS 14, 15 AND 16, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTER LINE OF SAID CANAL FOR 257.81 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 0°09'52" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 154 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 86.87 FEET TO THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET; THENCE CONTINUE SOUTH 89°48'15" WEST FOR 151 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 22: (PART OF PARCEL 31-47-26-B3-00703.0080):

THE EAST 25 FEET OF THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; AND THE EAST 25 FEET ABUTTING THE 25 FEET NORTH OF LOT 9 OF BLOCK 3, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

THE ABOVE TRACT 22 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LOT 9, NORTH 0°09'52" EAST A DISTANCE OF 149 FEET TO A POINT 25 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°48'15" WEST A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 0°09'52" EAST A DISTANCE OF 149 FEET TO A POINT; THENCE NORTH 89°48'15" EAST AT DISTANCE OF 25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 BEING THE POINT OF BEGINNING.

EXHIBIT B

Permitted Exceptions

1. Any minerals or mineral rights leased, granted or retained by current or prior owners, without right of entry.
2. Taxes and assessments for the year 2023 and all subsequent years, which are not yet due and payable.
3. Rights of Carter-Pritchett Advertising, Inc., as tenant only, by virtue of an unrecorded lease.
4. Notice of Environmental Resource or Surface Water Management Permit recorded June 29, 2012 as Instrument No. 2012000144229.
5. Easement for road right-of-way created by Warranty Deed recorded May 12, 1978 in Official Records 1272, Page 1915; Quit-Claim Deed recorded May 12, 1986 in Official Records Book 1844, Page 4546; Quit Claim Deed recorded May 29, 1986 in Official Records Book 1848, Page 1504; Deed recorded December 5, 1991 in Official records Book 2262, Page 3251; and Quit Claim Deed recorded September 12, 1996 in Official records Book 2743, Page 2213, Public records of Lee County, Florida (Chain of Title for Lots 9 and 10, Block 3).
6. Easements for ingress and egress for the benefit of all of the Lots in Blocks 1, 3, 5 and 7, Unrecorded Suncoast Lakes, Unit 2 created by, among other documents Warranty Deed recorded August 11, 1980 in Official Records Book 1445, Page 2255, and re-recorded October 30, 1980 in Official Records Book 1464, Page 656, Public Records of Lee County, Florida.

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

This instrument has been prepared without opinion
of title by, and after recording please return to:

Brian J. Thanasiu, Esq.
Cheffy Passidomo, P.A.
821 5th Avenue South
Naples, Florida 34102

RECORD IN LEE COUNTY, FLORIDA

MILLER ROAD EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Miller Road Easement Agreement**”) is made this 14th day of July, 2023 (the “**Effective Date**”), by **BONITA FL BEACH DEVELOPMENT, LLC**, a Missouri limited liability company, with an address of 222 S. Central Ave., Suite 305, St. Louis, MO 63105 (“**BFBD**”), and **OLIVE ELAINE THOMPSON (A/K/A ELAINE THOMPSON)**, an unmarried woman, with an address of 27751 Miller Road, Bonita Springs, Florida 34135 (“**THOMPSON**”). BFBD and THOMPSON are hereinafter collectively called the “**Parties**,” or each a “**Party**.”

RECITALS:

WHEREAS, each of Thompson and BFBD owns a portion of that certain real property located in the City of Bonita Springs, Lee County, Florida more particularly described on attached Exhibit “A,” which is incorporated herein by reference (the “**Roadway and Utility Easement Area**”), which property consists of the eastern half of what is commonly identified as Miller Road; and

WHEREAS, the parcels of land subject to this Miller Road Easement Agreement are more particularly described on attached Exhibit “B,” which is incorporated herein by reference (collectively, the “**Parcels**” and each a “**Parcel**”) and the Party which is the present owner of each respective Parcel is identified in Exhibit “B”. Any reference herein to a Party or Parties shall include any heir, successor, transferee or assignee which hereafter acquires fee simple title or any fraction thereof to all or any portion of any Parcel. Reference herein to a Parcel will be by the name of the fee simple owner (i.e. the “**BFBD Parcel**”); and

WHEREAS, BFBD and Thompson are each the owner of a portion of the Roadway and Utility Easement Area; and

WHEREAS, the Parties wish to create a mutual, non-exclusive perpetual easement for ingress and egress to and from Bonita Beach Road and the Parcels, for roadway purposes, and non-exclusive perpetual easements for utility purposes over and across the Roadway and Utility Easement Area.

When Recorded Return To: Cohen
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 114170

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the exchange of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties agree that the Recitals above are true and correct and are incorporated herein by reference.

2. **GRANT OF ROADWAY EASEMENT.** BFBD and Thompson hereby grant to BFBD and Thompson a non-exclusive perpetual easement for vehicular and pedestrian ingress, egress, and access over and across the Roadway and Utility Easement Area (the "**Roadway Easement**"). The Roadway Easement shall be an appurtenant easement to each of the Parcels, for any or all of the following purposes:

a. Vehicular (including, without limitation, commercial and construction vehicles, maintenance vehicles, buses, and other types of passenger vehicles), pedestrian, and bicycle ingress and egress across and over the Roadway Easement, for the purpose of gaining access to and from the Parcels. Such ingress and egress and use of the Roadway Easement may be made for the purposes of, without limitation, any construction, maintenance, or repair activities.

b. The scope of the Roadway Easement shall be construed as broadly as possible in favor of each of the Parties, it being the express intent of the Parties that any future change in the use of any Parcel (as well as any future increase in intensity of use of any Parcel) shall not be construed as overburdening the Roadway Easement.

c. The Parties hereby acknowledge that, in connection with the development of the BFBD Parcel, governmental entities having approval rights over such development may require that a vehicular access drive(s) be installed on the BFBD Parcel between the Roadway and Utility Easement Area and the property(ies) to the east of the BFBD Parcel ("**Access Drive(s)**") whereby such property(ies) to the east of the BFBD Parcel may be accessed via the Roadway and Utility Easement Area and Access Drive(s). It is the express intent of the Parties that, in the event any such Access Drive(s) are installed on the BFBD Parcel, the use of the Roadway and Utility Easement Area to gain access to the property(ies) to the east of the BFBD Parcel via the Access Drive(s) shall be permitted and shall not be construed as overburdening the Roadway Easement.

3. **GRANT OF UTILITY EASEMENTS.**

a. BFBD and Thompson hereby grant to Thompson a non-exclusive perpetual utility easement (the "**Thompson Utility Easement**") lying five (5) feet in width along the eastern side of the Roadway and Utility Easement Area (the "**Thompson Utility Easement Area**"), subject to relocation by BFBD as provided in Section 3.e., below. The Thompson Utility Easement shall be an appurtenant easement to the Thompson Parcel for any or all of the following purposes:

To maintain the existing utilities located in the Thompson Utility Easement Area which serve the Thompson Parcel and to install, tap-in to, connect to, maintain, repair, replace, and/or remove any or all public and/or private storm water drainage, sanitary sewer, electric, gas, cable television, telephone, fiber optic, communication facilities and lines, water sprinkler system lines of whatever type, irrigation lines and/or pipes, potable water pipes, non-potable water pipes;

pumps, meters and/or other utility fixtures and/or utility equipment and any other utility facilities or lines, of whatever kind or nature which may now or hereafter serve or otherwise benefit the Thompson Parcel (collectively, "Thompson Utility Facilities"). The owner of the Thompson Parcel, when intending to install any Thompson Utility Facilities within the Thompson Utility Easement Area, shall give BFBD no less than thirty (30) days' advance written notice thereof.

b. BFBD and Thompson hereby grant to BFBD a non-exclusive perpetual utility easement (the "Utility Line Easement") over, under, through and across the Roadway and Utility Easement Area, to construct, install, tap-in to, connect to, disconnect from, maintain, operate, repair, replace, and/or remove any or all public and/or private utility lines and related equipment and fixtures which may now or hereafter serve or otherwise benefit the BFBD Parcel, as applicable (collectively the "Utility Line Facilities").

c. Collectively, the Thompson Utility Facilities and the Utility Line Facilities shall be referred to as the "Utility Facilities". Collectively, the Thompson Utility Easement and the Utility Line Easement shall be referred to as the "Utility Easements". The Utility Facilities hereafter located within the Roadway and Utility Easement Area shall be constructed so as to not obstruct or interfere with the use of the Roadway and Utility Easement Area for ingress, egress and access, as set forth in Section 2., above.

d. The scope of the Utility Easements shall be construed as broadly as possible in favor of the grantee, it being the express intent of the Parties that any future change in the use of the benefitted Parcel (as well as any future increase in intensity of use of any benefitted Parcel) shall not be construed as overburdening the Utility Easements.

e. Notwithstanding the foregoing, BFBD shall have the right to relocate the Thompson Utility Easement Area and Thompson Utility Facilities to a different location within the BFBD Parcel; provided, however, that such relocation:

- (i) may be performed only after BFBD has given Thompson thirty (30) days' written notice of its intention to relocate the Thompson Utility Easement Area and Thompson Utility Facilities;
- (ii) shall not materially interfere with or diminish the utility services to the Thompson Parcel;
- (iii) shall not reduce or unreasonably impair the usefulness or function of the Thompson Utility Facilities in question; and
- (iv) shall be performed without cost or expense to Thompson.

In the event BFBD relocates the Thompson Utility Easement Area and Thompson Utility Facilities, then, upon completion of such relocation, BFBD may record an instrument in the Lee County, Florida Recorder's office memorializing said relocation and the location of the relocated Thompson Utility Easement Area and BFBD may remove and dispose of any Thompson Utility Facilities remaining in the former Thompson Utility Easement Area.

4. ROAD IMPROVEMENTS AND MAINTENANCE.

a. BFBD shall have the right (but shall not be obligated) to construct and maintain road and related improvements in the Roadway and Utility Easement Area and may enter into an agreement with one or more third parties, pursuant to which BFBD and said third parties will construct and/or maintain, at their joint expense, roadway improvements in the Roadway and Utility Easement Area ("Miller Road Construction and Maintenance Agreement").

b. The duties of maintenance of BFBD pursuant to the Miller Road Construction and Maintenance Agreement (if applicable) shall inure solely to the benefit of the parties to the Miller Road Construction and Maintenance Agreement and no other Party shall be deemed a third party beneficiary of same.

c. Any roadway improvements constructed pursuant to this Section 4., or the Miller Road Construction and Maintenance Agreement (if applicable), shall hereafter be collectively referred to as the "Road Improvements".

d. Each Party constructing or causing to be constructed Road Improvements or Utility Facilities within the Roadway and Utility Easement Area shall indemnify, defend, protect and hold harmless the owners of the Roadway and Utility Easement Area for, from and against all claims and all costs, losses, damages, expenses and liabilities (including reasonable attorneys' fees and costs) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of any construction liens filed against the Parcel of the indemnified Party as shall occur by reason of the performance of any construction by or at the request of the indemnifying Party (the "Construction Indemnities").

e. Any damage occurring to any portion of the Road Improvements as a result of the actions of any Party's Authorized Users (as that term is defined below) shall be the responsibility of such Party and shall be repaired by such Party, at such Party's sole cost and expense, to the same condition as existed immediately prior to such damage, promptly after the occurrence of such damage.

f. Any provision of this Miller Road Easement Agreement notwithstanding, any change of use or intensity of use of any Parcel which, pursuant to requirements imposed by the governmental entities having approval rights over such change of use or intensity of use, requires that additional improvements to the Roadway and Utility Easement Area be made or that the then existing improvements be redesigned and reconstructed, then the Party which owns the Parcel seeking such change shall be required to enter into a construction and maintenance agreement with the other affected Parties and to construct the additional improvements or reconstruct the existing improvements, as applicable, at its sole expense and thereafter share in the maintenance expenses.

5. ROADWAY AND UTILITY EASEMENT AREA TO REMAIN CLEAR OF OBSTRUCTIONS. No barriers, fences, walls, ditches, barricades or other structures or obstacles will be erected on, within or along the portions of the Roadway and Utility Easement Area so as to unreasonably burden or interfere with, impede, slow, divert or in any way prevent vehicular and pedestrian traffic from utilizing the Roadway Easement or the Utility Easements. Notwithstanding the foregoing to the contrary:

a. The temporary closure of portions of the Roadway and Utility Easement Area for a reasonable period of time in connection with the construction of the Road Improvements pursuant to Section 4., above, shall be permitted.

b. The temporary closure for a reasonable period of time of those portions of the Roadway and Utility Easement Area necessary for the installation, repair, maintenance and replacement of the Utility Facilities permitted pursuant to Section 3.a. and b., above, shall be permitted, provided that the Party seeking closure shall use all reasonable means necessary to minimize the effect of the closure or impediment on the use of the Roadway and Utility Easement Area by the Parties.

c. BFBD shall have the right to close portions of the Roadway and Utility Easement Area for a reasonable period of time in order to perform maintenance pursuant to the requirements of the Miller Road Construction and Maintenance Agreement.

d. Any Party seeking to close a portion of the Roadway and Utility Easement Area pursuant to Sections 5.a., b., or c. (except in the event of an emergency) shall provide no less than fifteen (15) days prior written notice of such closure and the timing and scope thereof to the other Parties.

6. **DUTY TO COOPERATE; TEMPORARY CONSTRUCTION LICENSE.** The Parties shall cooperate and work in good faith with each other and shall, upon reasonable written request, join in any permits, governmental consents or other governmental applications requested or required by any governmental agency in conjunction with the design, permitting and/or construction of any improvements permitted hereby. Further, the Parties will grant to any other Party a reasonable temporary construction license as required for the construction of any improvements permitted hereby.

7. **DEDICATION OF ROAD.** It is the intention of the Parties that the Roadway and Utility Easement Area be dedicated to, and accepted by, the City of Bonita Springs (the "City") for a public roadway (the "Road Dedication"). The Parties hereby agree to cooperate in good faith to cause the Road Dedication to occur upon completion of the Road Improvements. Each Party agrees to promptly execute such documentation required by the City to cause the Road Dedication, including, without limitation, any subdivision or dedication plats. At such time that the Road Dedication occurs, this Miller Road Easement Agreement shall automatically terminate as to any portion of the Roadway and Utility Easement Area subject to the Road Dedication, except that the Utility Easements granted hereunder shall not terminate and shall continue, but only to the extent of any private Utility Facilities located within the Utility Easement as of the date of the Road Dedication. Notwithstanding the foregoing, if the City requires as a condition of the Road Dedication that no private Utility Facilities be located within the Roadway and Utility Easement Area, the Parties shall cooperate to cause such private Utility Facilities to be relocated out of the Roadway and Utility Easement Area, which cooperation shall include the granting of reasonable easements for such relocated private Utility Facilities.

8. **NOTICES.** Any notices or demands made hereunder or pursuant hereto shall be in writing and either hand delivered or sent via overnight courier to the recipient's registered agent

in the State of Florida (if the recipient is an entity), or (as to an entity or natural person) to the recipient at the address on file with the Lee County Property Appraiser (to which tax bills and tax notices are sent). In the event the address on file with the Lee County Property Appraiser is a post office box, notices or demands shall be express mailed to the recipient.

9. **AMENDMENT; NO PUBLIC RIGHTS.** This Miller Road Easement Agreement may only be amended by written instrument executed by all Parties and recorded in the Public Records of Lee County, Florida. Any rights, privileges, and easements declared and granted in this Miller Road Easement Agreement shall inure to the general public pursuant to a Road Dedication only, and otherwise do not, are not intended to, and shall not be construed to create any rights, privileges, and/or easements in and for the benefit of the general public.

10. **ENFORCEMENT; VENUE; PREVAILING PARTY.** The terms of this Miller Road Easement Agreement may be enforced by any Party, and shall be construed in accordance with the laws of the State of Florida. Venue for any action to enforce or interpret this Miller Road Easement Agreement shall lie exclusively with the courts in and for Lee County, Florida, or with the United States District Court for the Middle District of Florida, Ft. Myers Division. The prevailing Party in any such action shall be entitled to recover its court costs and reasonable attorneys' fees from the non-prevailing Party(ies), including fees and costs incurred on appeal.

11. **BINDING EFFECT.** The Road Easement and the Utility Easement granted herein shall inure to the benefit of the Parcels and to the Parties and their respective members, managers, partners, officers, affiliates, employees, contractors, subcontractors, suppliers, agents, guests, customers, owners, tenants, invitees, and licensees (the "**Authorized Users**"). The obligations of the Parties hereunder shall constitute covenants running with the land and shall bind the Parties and all persons claiming under them, during their respective periods of ownership only.

12. **RECORDING.** Upon the execution of this Miller Road Easement Agreement, it shall be recorded in the Public Records of Lee County, Florida.

13. **UNREPRESENTED PARTIES.** Each Party acknowledges that it has (i) been advised to seek the advice of legal counsel in connection with the negotiation and preparation of this Miller Road Easement Agreement, and (ii) had a reasonable opportunity to obtain the advice of legal counsel. If any such Party has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish such Party with any defense to the enforcement of any other Party's rights hereunder. Each Party represents and warrants to each other Party that it (a) has had adequate opportunity to review this Miller Road Easement Agreement, (b) is fully aware of its obligations under this Miller Road Easement Agreement, (c) is executing and delivering this Miller Road Easement Agreement based solely upon its own independent investigation of the matters contemplated by this Miller Road Easement Agreement and in no part upon any representation, warranty or statement of any other Party or person with respect thereto except to the extent explicitly set forth in this Miller Road Easement Agreement.

[Signature Pages Follow]

WITNESSES:

[Signature]

Witness Name: Mark Rubin

[Signature]

Witness Name: Tulio Panagos

BFBD:

**BONITA FL BEACH DEVELOPMENT,
LLC, a Missouri limited liability company**

By: KDG Manager, LLC,
a Missouri limited liability company

By: [Signature]
Jason Braidwood, Manager

STATE OF Missouri)

COUNTY OF St. Louis)

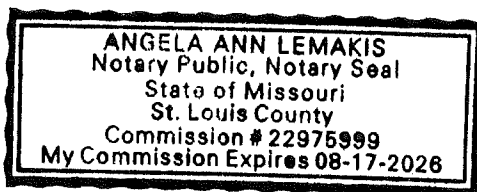
The foregoing instrument was acknowledged and witnessed before me this 5th day of July, 2023, by means of [X] physical presence or [] online notarization by Jason Braidwood, in the authorized representative capacity indicated above, who is personally known to me or produced _____ as identification.

I am a commissioned notary public of the State of Missouri and my commission expires 8/17/2026.

[Signature]
NOTARY PUBLIC

Name: Angela Ann Lemakis
(Type or Print)

My Commission Expires: 8/17/2026



WITNESSES:

[Signature]
 Witness Name: William Dial

[Signature]
 Witness Name: John D. Spear

THOMPSON:

[Signature]
 OLIVE ELAINE THOMPSON
 (A/K/A ELAINE THOMPSON)

STATE OF FL)

COUNTY OF Lee)

The foregoing instrument was acknowledged and witnessed before me this 9th day of June, 2023, by means of [X] physical presence or [] online notarization by Olive Elaine Thompson a/k/a Elaine Thompson, who is personally known to me or produced drivers license as identification.

I am a commissioned notary public of the State of Florida and my commission expires May 24, 2027.



[Signature]
 NOTARY PUBLIC

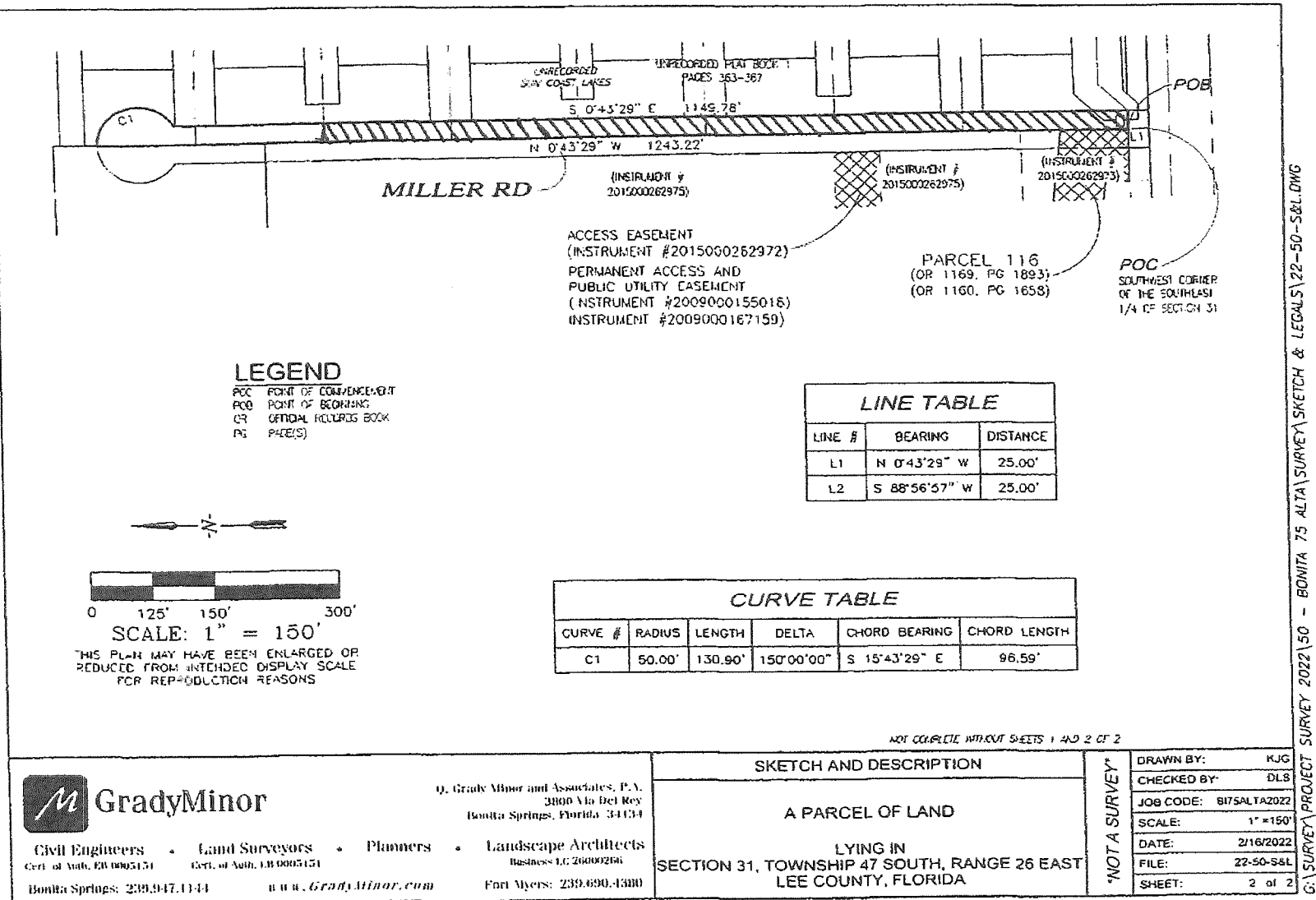
Name: John D. Spear
 (Type or Print)
 My Commission Expires:

EXHIBIT "A"
ROADWAY AND UTILITY EASEMENT AREA

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, NORTH 00°45'49" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°45'49" WEST, A DISTANCE OF 969.00 FEET; THENCE NORTH 88°52'34" EAST 25.00 FEET; THENCE SOUTH 00°45'49" EAST, A DISTANCE OF 969.00 FEET; THENCE SOUTH 88°52'39" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



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Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

EXHIBIT "B"
THE BENEFITTED PROPERTIES

BFBD PARCEL: Lee County Strap Nos. 31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0130, and 31-47-26-B3-00705.0140, more particularly described as:

Lots 1 and 2, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 129 feet of the South 378 feet of the East 151 feet of the West 176 feet of the southeast quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, Lee County, Florida; subject to a 20 feet canal easement on the North 20 feet of the East 126 feet of the above described parcel.

Together with an easement for ingress and egress over and across the North-South roadway abutting the West side of Block 1, 3, 5 and 7, as shown on the plat of SUN-COAST LAKES, UNIT 2, as recorded in O.R. Book 1091, Page 512, Public Records of Lee County, Florida.

Lot 3, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 154 feet of the South 378 feet of the East 75.5 feet of the West 251.5 feet of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 25 feet thereof for canal easement.

Lot 4, Block 1, SUN COAST LAKES, UNIT II, more fully described as the East 75 feet of the North 154 feet of the South 378 feet of the East 151 feet of the West 327 feet of the Southeast Quarter of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 20 feet reserved for canal easement.

Lot 9, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 100.5 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lot 10, Block 1, of SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 176 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lots 11 and 12, Block 1, Suncoast Lakes, Unit II, more fully described as: Commencing at the Southwest corner of the Southeast Quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, run North 0°09'52" East along the quarter section line for 1148.0 feet to a point in the centerline of a road in Block 7; thence North 89°48'15" east along said centerline for 176 feet to the point of beginning. From said point of beginning continue North 89°48'15" East for 151 feet; thence South 0°09'52" West a distance of 154 feet; thence South 89°48'15" West a distance of 151 feet; thence North 0°09'52" East a distance of 154 feet to the point of beginning.

Together with an easement for ingress and egress over and across the roadway shown in said Block 7 and the North-South roadway abutting the west side of Blocks 1, 3, 5 and 7, as shown on the plat of Suncoast Lakes, Unit II, as recorded in O.R. Book 1091, Page 521, Public Records of Lee County, Florida.

Lots 1 and 2, Block 3, of SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run

North 0° 09' 52" East along the quarter section line for 532.0 feet to a point in the centerline of a road in Block 3, to the point of beginning of the tract herein described. From said point of beginning continue North 89° 48' 15" East for 176.0 feet; thence run North 0° 09' 52" East for 154.0 feet; thence South 89° 49' 51" West for 176.0 feet; thence South 0° 9' 52" West for 154.0 feet to the point of beginning. Less 25 feet on the West and South reserved for roadway and 20 feet along the East 126 feet of the North side reserved for a canal easement.

Lots 3 and 4, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0°09' 52" East along the quarter section line for 532.00 feet to a point in the centerline of a road in Block 3; thence North 89°48' 15" East for 176 feet to the point of beginning of the tract herein described. From said point of beginning, continue North 89 degrees 48' 15" East for 151 feet; thence run North 0°09' 52" East for 154 feet; thence run North 89°48' 15" West for 151 feet; thence run South 0°09' 52" West for 154 feet to the point of beginning. Less the South 25 feet reserved for roadway and the North 20 feet reserved for canal easement.

Lots 9 and 10, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast ¼ of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East 532 feet to the Point of Beginning of the lands herein described. From said point of beginning run North 89°48'15" East 176 feet; thence South 0°09'52" West 149 feet; thence South 89°48'15" West 176 feet; thence North 0°09'52" East 149 feet to the point of beginning. Subject to an easement for road right of way over and across the North and West 25 feet. Also subject to an easement for canal over and across the East 126 feet of the South 20 feet thereof.

Lot 11, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at South 1/4 corner of Section 31, Township 47 South, Range 26 East, Lee County, run North 0° 09' 52" East along quarter section line for 532.0 feet; thence North 89° 48' 15" East along center line of a road in Block 3, 176.0 feet to Point of Beginning of tract herein described. From said Point of Beginning continue North 89° 48' 15" East for 75.5 feet; thence South 0° 09' 52" West for 154.0 feet; thence South 89° 48' 15" West for 75.5 feet; thence North 0° 09' 52" East for 154.0 feet to Point of Beginning. Less 25 feet on North reserved for road and utility and 20 feet on South reserved for canal easements.

Lot 12, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532 feet to a point in the centerline of a road in Block 3; thence run North 89° 48' 15" East along said center line for 251.5 feet; to the Point of Beginning of the herein described parcel; thence run South 0° 09' 52" West for 25 feet to the South boundary of said road in Block 3. Thence continue South 0° 09' 52" West for 129 feet to the center of a canal; thence run North 89° 48' 15" East along the center line of said canal for 75.5 feet; thence run North 0° 09' 52" East for 129 feet to the South Boundary of said road in Block 3; thence-continue North 0° 09' 52" East for 25 feet to the Center line of said road; thence run South 89° 49' 15" West along said center line to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress over and across the roadway shown in said Block 1 and the North-South roadway abutting the West side of Block 1, 3, 5, and 7, as shown on the Plat of SUN COAST LAKES, Unit 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida. SUBJECT TO an easement for road right of way over and across the North 25 feet of subject land and a canal easement over and across the South 20 feet of subject land.

Lot 1, Block 5, Suncoast Lakes, Unit 2, an unrecorded Subdivision more particularly described as follows:

Commencing at the SW corner of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run 89° 48' 15" East along said centerline for 25 feet to the Point of Beginning of the herein described parcel; Thence run North 0° 09' 52" East 154 feet; Thence run North 89° 48' 15" East along the South Boundary of said Canal for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet; Thence run South 89° 48' 15" West along the centerline of a road in Block 5 to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, public records of Lee County, Florida.

Lot 2, Block 5, SUNCOAST LAKES, UNIT 2 of an unrecorded Subdivision of the SE 1/4 of the SW 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, more particularly described as follows:

Starting at the S 1/4 corner of Section 31, Township 47 South, Range 26 East, run N 0° 09' 52" E along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run N 89° 48' 15" E along said centerline for 100.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning, continue N 89° 48' 15" E for 75.5 feet; Thence run N 0° 11' 13" E. for 154 feet; Thence run S 89° 49' 51" W for 75.5 feet; Thence S 0° 09' 52" W for 154 feet to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida.

Lots 3 and 4, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 176 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the centerline of a 40 foot wide canal easement for 151 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the centerline of the above described road in Block 5; Thence run South 89° 48' 15" West for 151 feet to the Point of Beginning. Subject to and together with the above described road easement also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 5, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 327 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the center line of a 40 foot wide canal easement for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the center line of the above described road in Block 5; Thence run South 89° 48' 15" West for 75.5 feet to the Point of Beginning. Also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 6, Block 5, Unit 2, SUNCOAST LAKES, unrecorded subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a road in Block 5; Thence run North 89° 48' 15" East along said centerline for

402.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning continue North 89° 48' 51" East for 75.5 feet; Thence run North 0° 09' 52" East for 134 feet; Thence run South 89° 48' 51" West for 75 feet; Thence run South 0° 09' 52" West for 134 feet to the Point of Beginning. Subject to road right of way over and across the South 25 feet of the above described parcel.

Lot 7, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence inn North 89°48'15" East along said centerline for 478 feet to the point of beginning of the herein described parcel; thence run North 0°09'52" East for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the centerline of said canal for 75.5 feet; thence run South 0°09'52" West for 154 feet to the center of a cut de sac having a radius of 50 feet; thence run South 89°48'15" West for 75.5 feet to the point of beginning. Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

Lot 8, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 553.50 feet to a point in the center of a cut de sac with a radius of 50 feet and the point of beginning of the herein described parcel, from said point of beginning continue North 89°48'15" East for 86.87 feet; thence run North 0°09'52" East for 134 feet along the edge of a canal; thence run South 89°48'15" West for 86.81 feet along the edge of a canal; thence run South 0°09'52" West for 134 feet to the point of beginning. Subject to and together with an easement for ingress and egress over and across the above described road and cul de sac, Lee County, Florida.

Lot 9, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 25 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 10, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 100.5 feet to the point of beginning of the herein described parcel Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5, thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 11, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 176 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" East for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" West for 154 feet to a point of the centerline of the above described road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 12, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 251.5 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 13, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 327 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline to the point of beginning. Subject to and together with the above described road easement. Also subject to a canal easement over and across the South 20 feet of the above described parcel.

Lots 14, 15 and 16, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 402.5 feet to the point of beginning of the herein described parcel from said point of beginning run South 0°09'52" West for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the center line of said canal for 257.81 feet to the center of a 20 foot wide canal; thence run North 0°09'52" East along the centerline of said canal for 154 feet; thence run south 89°48'15" West for 86.87 feet to the center of a cut de sac with a radius of 50 feet; thence continue south 89°48'15" West for 151 feet to the point of beginning.

Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

THOMPSON PARCEL: Lee County Strap Nos. 31-47-26-B3-00707.0010, more particularly described as:

Lots 1 and 2, Block 7, Unit 2, SUNCOAST LAKES unrecorded Subdivision, described as follows:

Commencing at the NW corner of the SW 1/4 of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, thence run S 0° 09' 52" W along the center line of said Section 31, a distance of 30 feet to the point of beginning of the herein described parcel from said P.O.B. run N 89° 49' 51" E for 176 feet thence run S 0° 09' 52" W for 135.15 feet to a point in the center line of a road in Block 7, thence run S 89° 48' 15" W along said centerline for 176 feet to a point on the center Line of said Section 31 thence run N 0° 09' 52" East along said centerline to the P.O.B.

SUBJECT TO a road right of way over and across the South 25 feet of the above described parcel and together with an easement for ingress and egress over and across: roadways shown in Official Record Book 1091, Page 512, in the Public Records of Lee County, Florida.

This instrument has been prepared without opinion
of title by, and after recording please return to:

James E. Adkins, Esq.
Berger, Cohen & Brandt, L.C.
8000 Maryland Ave., Suite 1500
St. Louis, Missouri 63102

RECORD IN LEE COUNTY, FLORIDA

AGREEMENT TO DEDICATE PROPERTY

THIS AGREEMENT TO DEDICATE (this “**Agreement**”) is made as of the 14th day of July, 2023 (the “**Effective Date**”), by and between **OLIVE ELAINE THOMPSON (A/K/A ELAINE THOMPSON)**, an unmarried woman, with an address of 27751 Miller Road, Bonita Springs, Florida 34135 (“**THOMPSON**”), and **BONITA FL BEACH DEVELOPMENT, LLC**, a Missouri limited liability company, with an address of 222 S. Central Ave., Suite 305, St. Louis, MO 63105 (“**BFBD**”). THOMPSON and BFBD are hereinafter collectively called the “**Parties**,” or each a “**Party**.”

RECITALS:

A. BFBD is the owner of the real estate located in Lee County, Florida and more particularly described on Exhibit A attached hereto and made a part hereof (“**BFBD Property**”), which BFBD intends to develop.

B. The BFBD Property abuts a private road running North/South from Bonita Beach Road, which private road is commonly identified as Miller Road.

C. Thompson owns the eastern half of a portion of Miller Road, which portion owned by Thompson is more particularly described on Exhibit B attached hereto and made a part hereof (“**Thompson Property**”).

D. In connection with the development of the BFBD Property and property to the west of the BFBD Property owned by Madison Bonita Springs Owner, LLC, it is expected that Lee County, Florida (the “**County**”) will require a land dedication for a right-turn deceleration lane for traffic traveling west bound on Bonita Beach Road to turn onto Miller Road.

E. Thompson agrees to dedicate a portion of Miller Road for a public roadway as provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the exchange of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties agree that the Recitals above are true and correct and are incorporated herein by reference.
2. **DEDICATION.** Upon the request of BFBD, Thompson hereby agrees to dedicate to the County of Lee, Florida (the "**County**") the southern twenty feet (20') of the Thompson Property, or such lesser portion of the Thompson Property required by the County, for a right-turn deceleration lane for traffic traveling west bound on Bonita Beach Road to turn onto Miller Road (the "**Dedication**"). Thompson agrees to promptly execute and deliver to BFBD such documentation required by the County to cause the Dedication, including, without limitation, any deeds and/or dedication plats. Such Dedication by Thompson shall occur concurrently with the dedication by BFBD of a portion of the BFBD Property for such deceleration lane.
3. **NOTICES.** Any notices or demands made hereunder or pursuant hereto shall be in writing and either hand delivered or sent via overnight courier to the recipient's registered agent in the State of Florida (if the recipient is an entity), or (as to an entity or natural person) to the recipient at the address on file with the Lee County Property Appraiser (to which tax bills and tax notices are sent). In the event the address on file with the Lee County Property Appraiser is a post office box, notices or demands shall be express mailed to the recipient.
4. **ENFORCEMENT; VENUE; PREVAILING PARTY.** The terms of this Agreement may be enforced by any Party, and shall be construed in accordance with the laws of the State of Florida. Venue for any action to enforce or interpret this Agreement shall lie exclusively with the courts in and for the County, or with the United States District Court for the Middle District of Florida, Ft. Myers Division. The prevailing Party in any such action shall be entitled to recover its court costs and reasonable attorneys' fees from the non-prevailing Party(ies), including fees and costs incurred on appeal.
5. **BINDING EFFECT.** This Agreement shall inure to the benefit of the BFBD Property and the Thompson Property and to the Parties. The obligations of the Parties hereunder shall constitute covenants running with the land and shall bind the Parties and all persons claiming under them, during their respective periods of ownership only.
6. **RECORDING.** Upon the execution of this Agreement, it shall be recorded in the Public Records of the County.
7. **UNREPRESENTED PARTIES.** Each Party acknowledges that it has (i) been advised to seek the advice of legal counsel in connection with the negotiation and preparation of this Agreement, and (ii) had a reasonable opportunity to obtain the advice of legal counsel. If any such Party has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish such Party with any defense to the enforcement of any other Party's rights hereunder. Each Party represents and warrants to each other Party that it (a) has had adequate opportunity to review this Agreement, (b) is fully aware of its obligations under this Agreement, (c) is executing and delivering this Agreement based solely upon its own independent investigation of the matters contemplated by this

Agreement and in no part upon any representation, warranty or statement of any other Party or person with respect thereto except to the extent explicitly set forth in this Agreement.

[Signature Pages Follow]

When Recorded Return To: Cohen
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 007170

WITNESSES:

[Signature]

Witness Name: Paul Benson

[Signature]

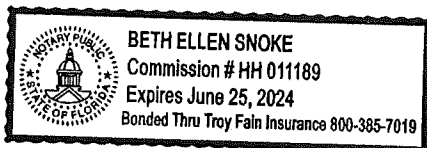
Witness Name: Cameron Rame

STATE OF Florida)

COUNTY OF Collier)

The foregoing instrument was acknowledged and witnessed before me this 29th day of June, 2023, by means of [X] physical presence or [] online notarization by Olive Elaine Thompson a/k/a Elaine Thompson, who is personally known to me or produced FL DRIVER'S LIC 1512-645-4276818 as identification.

I am a commissioned notary public of the State of Florida and my commission expires 6/25/24.



THOMPSON:

[Signature]
OLIVE ELAINE THOMPSON
(A/K/A ELAINE THOMPSON)

[Signature]
NOTARY PUBLIC

Name: Beth Ellen Sroke
(Type or Print)
My Commission Expires:

WITNESSES:



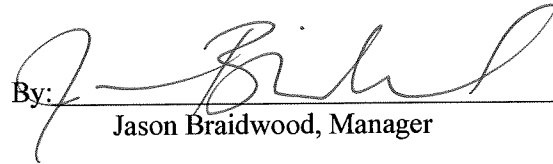
Witness Name: Mark Robin

Austri Waller

Witness Name: Austin Waller

BFBD:

**BONITA FL BEACH DEVELOPMENT,
LLC, a Missouri limited liability company**

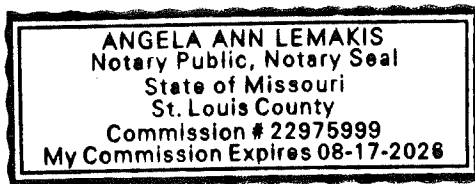
By: 
Jason Braidwood, Manager

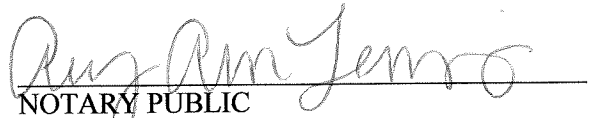
STATE OF Missouri)

COUNTY OF St. Louis)

The foregoing instrument was acknowledged and witnessed before me this 7th day of July, 2023, by means of [X] physical presence or [] online notarization by Jason P. Braidwood, in the authorized representative capacity indicated above, who is personally known to me or produced _____ as identification.

I am a commissioned notary public of the State of Missouri and my commission expires 8/17/2026.




NOTARY PUBLIC

Name: Angela Ann Lemakis
(Type or Print)

My Commission Expires: 8/17/2026

EXHIBIT "A"
BFBD PROPERTY

Lee County Strap Nos. 31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0130, and 31-47-26-B3-00705.0140, more particularly described as:

Lots 1 and 2, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 129 feet of the South 378 feet of the East 151 feet of the West 176 feet of the southeast quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, Lee County, Florida; subject to a 20 feet canal easement on the North 20 feet of the East 126 feet of the above described parcel.

Together with an easement for ingress and egress over and across the North-South roadway abutting the West side of Block 1, 3, 5 and 7, as shown on the plat of SUN-COAST LAKES, UNIT 2, as recorded in O.R. Book 1091, Page 512, Public Records of Lee County, Florida.

Lot 3, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 154 feet of the South 378 feet of the East 75.5 feet of the West 251.5 feet of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 25 feet thereof for canal easement.

Lot 4, Block 1, SUN COAST LAKES, UNIT II, more fully described as the East 75 feet of the North 154 feet of the South 378 feet of the East 151 feet of the West 327 feet of the Southeast Quarter of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 20 feet reserved for canal easement.

Lot 9, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 100.5 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lot 10, Block 1, of SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 176 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lots 11 and 12, Block 1, Suncoast Lakes, Unit II, more fully described as: Commencing at the Southwest corner of the Southeast Quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, run North 0°09'52" East along the quarter section line for 1148.0 feet to a point in the centerline of a road in Block 7; thence North 89°48'15" east along said centerline for 176 feet to the point of beginning. From said point of beginning continue North 89°48'15" East for 151 feet; thence South 0°09'52" West a distance of 154 feet; thence South 89°48'15" West a distance of 151 feet; thence North 0°09'52" East a distance of 154 feet to the point of beginning.

Together with an easement for ingress and egress over and across the roadway shown in said Block 7 and the North-South roadway abutting the west side of Blocks 1, 3, 5 and 7, as shown on the plat of Suncoast Lakes, Unit II, as recorded in O.R. Book 1091, Page 521, Public Records of Lee County, Florida.

Lots 1 and 2, Block 3, of SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532.0 feet to a point in the centerline of a road in Block 3, to the point of beginning of the tract herein described. From said point of beginning continue North 89° 48' 15" East for 176.0 feet; thence run North 0° 09' 52" East for 154.0 feet; thence South 89° 49' 51" West for 176.0 feet; thence South 0° 9' 52" West for 154.0 feet to the point of beginning. Less 25 feet on the West and South reserved for roadway and 20 feet along the East 126 feet of the North side reserved for a canal easement.

Lots 3 and 4, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0°09' 52" East along the quarter section line for 532.00 feet to a point in the centerline of a road in Block 3; thence North 89°48' 15" East for 176 feet to the point of beginning of the tract herein described. From said point of beginning, continue North 89 degrees 48' 15" East for 151 feet; thence run North 0°09' 52" East for 154 feet; thence run North 89°48' 15" West for 151 feet; thence run South 0°09' 52" West for 154 feet to the point of beginning. Less the South 25 feet reserved for roadway and the North 20 feet reserved for canal easement.

Lots 9 and 10, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast ¼ of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East 532 feet to the Point of Beginning of the lands herein described. From said point of beginning run North 89°48'15" East 176 feet; thence South 0°09'52" West 149 feet; thence South 89°48'15" West 176 feet; thence North 0°09'52" East 149 feet to the point of beginning. Subject to an easement for road right of way over and across the North and West 25 feet. Also subject to an easement for canal over and across the East 126 feet of the South 20 feet thereof.

Lot 11, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at South 1/4 corner of Section 31, Township 47 South, Range 26 East, Lee County, run North 0° 09' 52" East along quarter section line for 532.0 feet; thence North 89° 48' 15" East along center line of a road in Block 3, 176.0 feet to Point of Beginning of tract herein described. From said Point of Beginning continue North 89° 48' 15" East for 75.5 feet; thence South 0' 09 52" West for 154.0 feet; thence South 89° 48' 15" West for 75.5 feet; thence North 0° 09' 52" East for 154.0 feet to Point of Beginning. Less 25 feet on North reserved for road and utility and 20 feet on South reserved for canal easements.

Lot 12, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532 feet to a point in the centerline of a road in Block 3; thence run North 89° 48' 15" East along said center line for 251.5 feet; to the Point of Beginning of the herein described parcel; thence run South 0° 09' 52" West for 25 feet to the South boundary of said road in Block 3. Thence continue South 0° 09' 52" West for 129 feet to the center of a canal; thence run North 89° 48' 15" East along the center line of said canal for 75.5 feet; thence run North 0° 09' 52" East for 129 feet to the South Boundary of said road in Block 3; thence-continue North 0° 09' 52" East for 25 feet to the Center line of said road; thence run South 89° 49' 15" West along said center line to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress over and across the roadway shown in said Block 1 and the North-South roadway abutting the West side of Block 1, 3, 5, and 7, as shown on the Plat of SUN COAST LAKES, Unit 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida. SUBJECT TO an easement for road right of way over and across the North 25 feet of subject land and a canal easement over and across the South 20 feet of subject land.

Lot 1, Block 5, Suncoast Lakes, Unit 2, an unrecorded Subdivision more particularly described as follows:

Commencing at the SW corner of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run 89° 48' 15" East along said centerline for 25 feet to the Point of Beginning of the herein described parcel; Thence run North 0° 09' 52" East 154 feet; Thence run North 89° 48' 15" East along the South Boundary of said Canal for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet; Thence run South 89° 48' 15" West along the centerline of a road in Block 5 to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, public records of Lee County, Florida.

Lot 2, Block 5, SUNCOAST LAKES, UNIT 2 of an unrecorded Subdivision of the SE 1/4 of the SW 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, more particularly described as follows:

Starting at the S 1/4 corner of Section 31, Township 47 South, Range 26 East, run N 0° 09' 52" E along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run N 89° 48' 15" E along said centerline for 100.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning, continue N 89° 48' 15" E for 75.5 feet; Thence run N 0° 11' 13" E. for 154 feet; Thence run S 89° 49' 51" W for 75.5 feet; Thence S 0° 09' 52" W for 154 feet to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida.

Lots 3 and 4, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 176 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the centerline of a 40 foot wide canal easement for 151 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the centerline of the above described road in Block 5; Thence run South 89° 48' 15" West for 151 feet to the Point of Beginning. Subject to and together with the above described road easement also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 5, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 327 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the center line of a 40 foot wide canal easement for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the center line of the above described road in Block 5; Thence run South 89° 48' 15" West for 75.5 feet to the Point of Beginning. Also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 6, Block 5, Unit 2, SUNCOAST LAKES, unrecorded subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a road in Block 5; Thence run North 89° 48' 15" East along said centerline for 402.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning continue North 89° 48' 51" East for 75.5 feet; Thence run North 0° 09' 52" East for 134 feet; Thence run South 89° 48' 51" West for 75 feet; Thence run South 0° 09' 52" West for 134 feet to the Point of Beginning. Subject to road right of way over and across the South 25 feet of the above described parcel.

Lot 7, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence inn North 89°48'15" East along said centerline for 478 feet to the point of beginning of the herein described parcel; thence run North 0°09'52" East for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the centerline of said canal for 75.5 feet; thence run South 0°09'52" West for 154 feet to the center of a cut de sac having a radius of 50 feet; thence run South 89°48'15" West for 75.5 feet to the point of beginning. Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

Lot 8, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 553.50 feet to a point in the center of a cut de sac with a radius of 50 feet and the point of beginning of the herein described parcel, from said point of beginning continue North 89°48'15" East for 86.87 feet; thence run North 0°09'52" East for 134 feet along the edge of a canal; thence run South 89°48'15" West for 86.81 feet along the edge of a canal; thence run South 0°09'52" West for 134 feet to the point of beginning. Subject to and together with an easement for ingress and egress over and across the above described road and cul de sac, Lee County, Florida.

Lot 9, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 25 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 10, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 100.5 feet to the point of beginning of the herein described parcel Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East

for 154 feet to a point on the centerline of said 50 foot wide road in Block 5, thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 11, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 176 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" East for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" West for 154 feet to a point of the centerline of the above described road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 12, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 251.5 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 13, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 327 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence inn North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline to the point of beginning. Subject to and together with the above described road easement. Also subject to a canal easement over and across the South 20 feet of the above described parcel.

Lots 14, 15 and 16, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 402.5 feet to the point of beginning of the herein described parcel from said point of beginning run South 0°09'52" West for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the center line of said canal for 257.81 feet to the center of a 20 foot wide canal; thence run North 0°09'52" East along the centerline of said canal for 154 feet; thence run south 89°48'15" West for 86.87 feet to the center of a cut de sac with a radius of 50 feet; thence continue south 89°48'15" West for 151 feet to the point of beginning.

Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31,

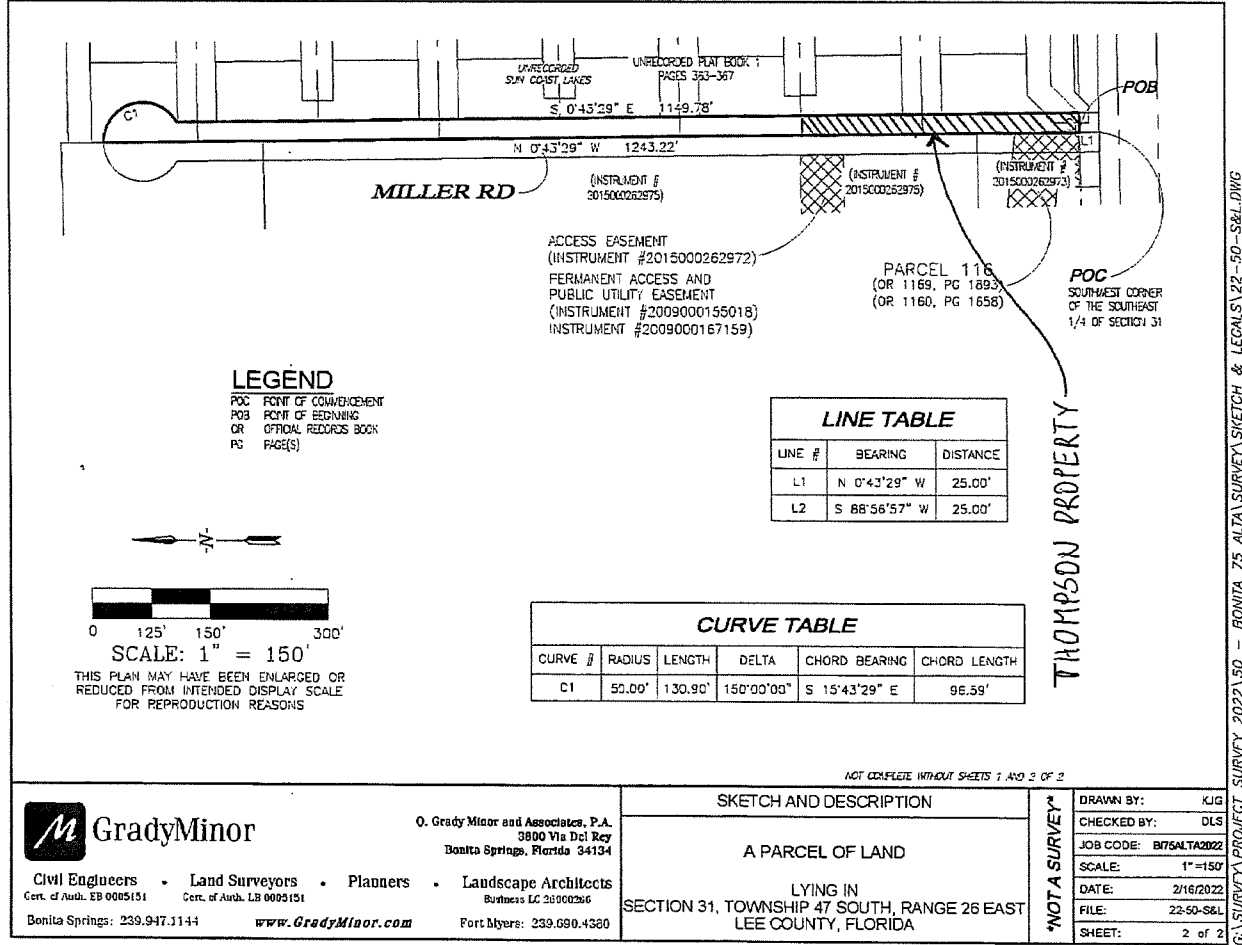
Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

EXHIBIT "B"

THOMPSON PROPERTY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, NORTH 00°45'49" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°45'49" WEST, A DISTANCE OF 353.00 FEET; THENCE NORTH 88°52'34" EAST 25.00 FEET; THENCE SOUTH 00°45'49" EAST, A DISTANCE OF 353.00 FEET; THENCE SOUTH 88°52'39" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



4878-5103-8013, v. 1

RECORDATION REQUESTED BY:

Bank of Washington
P.O. Box 377
Washington, MO 63090

WHEN RECORDED MAIL TO:

Bank of Washington
P.O. Box 377
Washington, MO 63090

SEND TAX NOTICES TO:

Bank of Washington
P.O. Box 377
Washington, MO 63090

This Mortgage prepared by:

Name: Connor Watson
Company: Bank of Washington
Address: P.O. Box 377, Washington, MO 63090

When Recorded Return To: Cohen
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 1174170

MORTGAGE

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$3,720,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated July 14, 2023, is made and executed between Bonita FL Beach Development, LLC, a Missouri limited liability company, whose address is 222 S Central Ave. Ste. 305, Saint Louis, MO 63105 (referred to below as "Grantor") and Bank of Washington, whose address is P.O. Box 377, Washington, MO 63090 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Lee County, State of Florida:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as NEC of Bonita Beach Road Southeast and Miller Road, Bonita Springs, FL 34135. The Real Property tax identification number is 31-47-26-B3-00701.0010;
31-47-26-B3-00701.0030; 31-47-26-B3-00701.0040; 31-47-26-B3-00701.0090;
31-47-26-B3-00703.0010; 31-47-26-B3-00703.0030; 31-47-26-B3-00703.0080;
31-47-26-B3-00703.0110; 31-47-26-B3-00703.0120; 31-47-26-B3-00705.0010;
31-47-26-B3-00705.0030; 31-47-26-B3-00705.0050; 31-47-26-B3-00705.0060;
31-47-26-B3-00705.0070; 31-47-26-B3-00705.0080; 31-47-26-B3-00705.0090;
31-47-26-B3-00705.0100; 31-47-26-B3-00705.0110; 31-47-26-B3-00705.0120;
31-47-26-B3-00705.0130; 31-47-26-B3-00705.0140; 31-47-26-B3-00703.0080.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,720,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

MORTGAGE (Continued)

Page 2

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work

MORTGAGE (Continued)

Page 3

done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of seven (7) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable

MORTGAGE (Continued)

Page 4

at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

MORTGAGE (Continued)

Page 5

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

MORTGAGE (Continued)

Page 6

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MORTGAGE (Continued)

Page 7

Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Florida. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Missouri.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Franklin County, State of Missouri.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Bonita FL Beach Development, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Bonita FL Beach Development, LLC.

**MORTGAGE
(Continued)**

Page 8

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank of Washington, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated July 14, 2023, in the original principal amount of **\$3,720,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is July 14, 2024.
NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

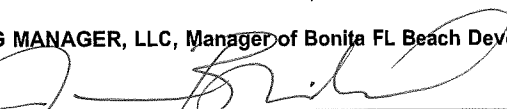
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BONITA FL BEACH DEVELOPMENT, LLC

KDG MANAGER, LLC, Manager of Bonita FL Beach Development, LLC

By: 

Jason P Braidwood, Manager of KDG Manager, LLC

WITNESSES:

X 

X 

**MORTGAGE
(Continued)**

Page 9

LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF Missouri

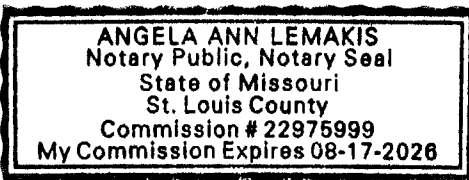
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) SS

COUNTY OF ST LOUIS

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The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of July, 2023 by **Jason P Braidwood, Manager of KDG Manager, LLC, Manager of Bonita FL Beach Development, LLC**, member (or agent), each on behalf of **Bonita FL Beach Development, LLC**, a limited liability company. He or she is personally known to me or has produced _____ as identification.



Angela Ann Lemakis
(Signature of Person Taking Acknowledgment)

Angela Ann Lemakis
(Name of Acknowledger Typed, Printed or Stamped)

Notary public
(Title or Rank)

(Serial Number, if any)

Exhibit A

The Land referred to herein below is situated in the County of Lee, State of Florida, and is described as follows:

TRACTS 1 THROUGH 9:

A PORTION OF SUNCOAST LAKES, UNIT #2, DESCRIBED AS FOLLOWS:

(COMBINED PARCEL)

A PORTION OF LAND LYING IN SUNCOAST LAKES, UNIT #2, WHICH MAP IS RECORDED IN OFFICIAL RECORDS BOOK 1091, PAGE 512 WHICH IS LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26 EAST, LEE COUNTY, FLORIDA. SAID PORTION BEING A COMBINATION OF ALL OF BLOCKS 1 AND 3 TO INCLUDE ROADWAYS AND CUL-DE-SACS, CANALS AND PORTIONS THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND LYING NORTH OF THE SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26E AND SOUTH OF THE CENTERLINE OF THE CANAL DIVIDING BLOCK 3 AND 5 AND LYING EAST OF THE WEST LINE OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 25E AND LYING WEST OF THE CENTERLINE OF THE CANAL DIVIDING BLOCKS 1 AND 2 AND BLOCKS 3 AND 4 ALL OF SAID SUNCOAST LAKES, UNIT NO.2 MAP.

LESS AND EXCEPT THE FOLLOWING:

THE WESTERLY 25.0 FEET AND THE SOUTHERLY 25.0 FEET THEREFROM FOR ROADWAY AND UTILITY PURPOSES.

ALSO LESS AND EXCEPT THEREFROM I-75 RIGHT-OF-WAY IF ANY.

ALSO LESS AND EXCEPT THAT WARRANTY DEED DESCRIBED IN O.R. BOOK 04192 PAGE 0598 BEING DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST LESS THE SOUTHERLY 25.0 FEET FOR ROAD RIGHT-OF-WAY LEE COUNTY, FLORIDA.

FOR INFORMATIONAL PURPOSES ONLY, THE CORRESPONDING PARCEL NUMBERS AND LOT NUMBERS ARE:

31-47-26-B3-00701.0010 (LOTS 1 AND 2, BLOCK 1)

31-47-26-B3-00701.0030 (LOT 3, BLOCK 1)

31-47-26-B3-00701.0040 (LOT 4, BLOCK 1)

31-47-26-B3-00701.0090 (LOTS 9, 10, 11 AND 12, BLOCK 1)

31-47-26-B3-00703.0010 (LOTS 1 AND 2, BLOCK 3)

31-47-26-B3-00703.0030 (LOTS 3 AND 4, BLOCK 3)

31-47-26-B3-00703.0080 (LOTS 9 AND 10, BLOCK 3)

31-47-26-B3-00703.0110 (LOT 11, BLOCK 3)

31-47-26-B3-00703.0120 (LOT 12, BLOCK 3)

TRACT 10 (PARCEL 31-47-26-B3-00705.0010):

LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT 2, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0° 09' 52" EAST 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE SOUTH BOUNDARY OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET; THENCE RUN SOUTH 89° 48' 15" WEST ALONG THE CENTERLINE OF A ROAD IN BLOCK 5 TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

LOT 2, BLOCK 5, SUNCOAST LAKES, UNIT 2 OF AN UNRECORDED SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE S 1/4 CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, RUN N 0° 09' 52" E ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN N 89° 48' 15" E ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING, CONTINUE N 89° 48' 15" E FOR 75.5 FEET; THENCE RUN N 0° 11' 13" E FOR 154 FEET; THENCE RUN S 89° 49' 51" W FOR 75.5 FEET; THENCE S 0° 09' 52" W FOR 154 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TRACT 11 (PARCEL 31-47-26-B3-00705.0030):

LOTS 3 AND 4, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09'

52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 151 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 151 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 12 (PARCEL 31-47-26-B3-00705.0050):

LOT 5, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTER LINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTER LINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 13 (PARCEL 31-47-26-B3-00705.0060):

LOT 6, BLOCK 5, UNIT 2, SUNCOAST LAKES, UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89° 48' 51" EAST FOR 75.5 FEET; THENCE RUN NORTH 0° 09' 52" EAST FOR 134 FEET; THENCE RUN SOUTH 89° 48' 51" WEST FOR 75 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO ROAD RIGHT OF WAY OVER AND ACROSS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 14 (PARCEL 31-47-26-B3-00705.0070):

LOT 7, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 478 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH

89°48'15" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A CUL DE SAC HAVING A RADIUS OF 50 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 15 (PARCEL 31-47-26-B3-00705.0080):

LOT 8, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 553.50 FEET TO A POINT IN THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°48'15" EAST FOR 86.87 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 134 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 89°48'15" WEST FOR 86.81 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 0°09'52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD AND CUL DE SAC, LEE COUNTY, FLORIDA.

TRACT 16 (PARCEL 31-47-26-B3-00705.0090):

LOT 9, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE

26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 17 (PARCEL 31-47-26-B3-00705.0100):

LOT 10, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN

BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 18 (PARCEL 31-47-26-B3-00705.0110):

LOT 11, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" EAST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" WEST FOR 154 FEET TO A POINT OF THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 19 (PARCEL 31-47-26-B3-00705.0120):

LOT 12, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 251.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL CASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 20 (PARCEL 31-47-26-B3-00705.0130):

LOT 13, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE

DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 21 (PARCEL 31-47-26-B3-00705.0140):

LOTS 14, 15 AND 16, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTER LINE OF SAID CANAL FOR 257.81 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 0°09'52" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 154 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 86.87 FEET TO THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET; THENCE CONTINUE SOUTH 89°48'15" WEST FOR 151 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

RIDER TO MORTGAGE

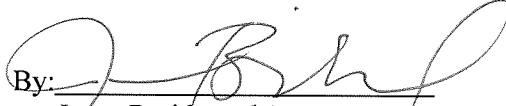
THIS RIDER TO MORTGAGE (this "Rider") is made a part of that certain Mortgage , of even date herewith (the "Mortgage"), by **Bonita FL Beach Development, LLC** ("Grantor"), in favor of **Bank of Washington** ("Lender"), in connection with that certain loan (the "Loan") made by Lender to Borrower (as defined in the Mortgage).

1. Unless otherwise set forth herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Mortgage, and except as specifically provided in this Rider, all terms, conditions and requirements under the Mortgage shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions contained in the Mortgage and this Rider, the provisions of this Rider shall govern and control.
2. The "POSSESSION AND MAINTENANCE OF THE PROPERTY: Compliance with Environmental Laws" section of the Mortgage is hereby amended by (i) inserting the words "Except as disclosed to and acknowledged by Lender in writing," at the beginning of the first sentence thereof, and (ii) inserting the following sentence at the end of such section: "Notwithstanding anything to the contrary contained herein, Borrower shall have no obligation to indemnify, defend or hold Lender harmless against any claim, action or proceeding arising out of the gross negligence or willful misconduct of Lender or its agents, employees or contractor."
3. The "TAXES AND LIENS: Notice of Construction" section of the Mortgage is hereby amended by adding "if such work, services or materials cost \$25,000.00 or more in the aggregate" at the end of the first sentence.
4. The "PROPERTY DAMAGE INSURANCE: Application of Proceeds" section of the Mortgage is hereby amended by adding "that is expected to result in \$25,000.00 or more of damage" at the end of the first sentence.
5. The "EVENTS OF DEFAULT" section of the Mortgage is hereby amended by (i) deleting "or death of a member" from the "Death or Insolvency" subsection thereof, (ii) deleting "or any Guarantor dies or becomes incompetent" from the "Events Affecting Guarantor" subsection thereof, and (iii) adding the following as a separate paragraph in such section: "Notwithstanding anything else contained in the Mortgage, Borrower shall have not less than a five (5) day cure period after receipt of notice of such failure from Lender to make any payment due under the Mortgage. This cure period shall not be deemed to reduce any applicable cure periods otherwise provided in the Mortgage, or other documents related to the Loan".
6. The "MISCELLANEOUS PROVISIONS: Annual Report" section of the Mortgage is hereby deleted in its entirety.
7. Grantor shall not be obligated to indemnify Lender for any acts resulting from Lender's willful misconduct or gross negligence, and in no event shall Guarantors be liable to Lender for any consequential, speculative or punitive damages.

GRANTOR

BONITA FL BEACH DEVELOPMENT, LLC,
a Missouri limited liability company

By: KDG Manager, LLC, Its Sole Manager

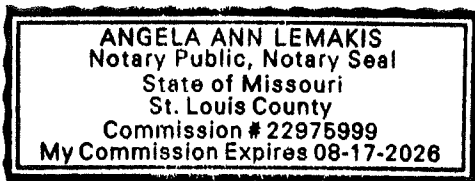
By: 
Jason Braidwood, Manager

WITNESSES:

X 
X 

STATE OF Missouri §
 §
COUNTY OF St. Louis §

The foregoing instrument was acknowledged before me on July 14, 2023, by Jason Braidwood in his capacity as Manager of KDG Manager, LLC, a Missouri limited liability company, sole Manager of Bonita FL Beach Development, LLC, a Missouri limited liability company, on behalf of said limited liability company.




Notary Public in and for the State of Missouri

Signature Page of Rider to Mortgage – Bonita Springs, FL (Bonita Beach Road)

**ATTACHMENT “A”
BACKGROUND & INFORMATIONAL ANALYSIS**

Surrounding Land Use

<u>Existing Zoning & Land Use</u>	<u>Future Land Use Map</u>
Subject Parcel: St. James CPD; Vacant	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)
North: AG-2; Vacant and Single-Family Residential	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)
East: City Mattress CPD, Midtown MPD, Bonita Beach Road Corridor Overlay- Interstate Zone; Commercial Building, Active Construction	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)
South: Bonita Beach Road Corridor Overlay- Interstate Zone; Bonita Beach Road Right-of-way	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)
West: Bonita 75 CPD/RPD, Bonita Beach Road Corridor Overlay- Interstate Zone	Interchange Commercial (10.0 dwelling units/acre, 1.2 FAR)

Environmental Considerations

The Applicant provided an environmental assessment that was reviewed by City Staff. The assessment included surveys of the project site in accordance with the City’s Administrative Code and the general methodology provided by the Florida Fish and Wildlife Conservation Commission. Included in the assessment was a listed species survey, a heritage tree survey, and a habitat/land cover survey. The project will be heard and reviewed at the Tree Advisory Board. Staff has proposed a condition that the project comply with the recommendation of the Tree Advisory Board.

There were approximately 0.15 acres of wetlands present, and no listed species observed on-site. The site contains native habitats with disturbance from invasive non-native species and invasive dominated communities. Dry detention, floodplain compensation, and preserve areas will be provided on site.

Traffic

The City's transportation engineer reviewed the Applicant's Traffic Impact Statement (TIS) as part of this rezoning request. There is sufficient reserve capacity on Bonita Reach Road to accommodate the associated trips.

The Applicant's TIS (original and amended versions) are available for review as part of the Application backup.

Stormwater/Drainage

The existing property generally drains from the south frontage (Bonita Beach Road), north and outfalls to the Imperial River. There are no offsite flows entering the property. The post development flows will emulate and maintain the general characteristics of the predevelopment historic flow. The proposed water management system will consist of either wet and/or dry detention to treat and attenuate stormwater runoff. The project will be designed in accordance with South Florida Water Management District (SFWMD) regulatory requirements and, as outlined in the City's Comprehensive Plan, will provide water quality treatment for one hundred and fifty percent (150%) of the SFWMD requirement. Lakes and/or dry detention will be created and incorporated into the design. Consistent with the City of Bonita Springs Land Development Code, the Applicant will be required to demonstrate no adverse offsite stormwater impacts by incorporating the project into the appropriate City of Bonita Springs Interconnected Pond and Channel Routing (ICPR) Model. ICPR flood routing will need to be provided at the time of local Development Order Permitting.

Floodplain

The project was reviewed by the City's Floodplain Manager. Floodplain compensation will be provided. Proposed structures, utilities and equipment shall be reviewed for elevation and flood design compliance at time of permit application. Any development within the floodway will require a Certificate of No Rise.

Comprehensive Plan Considerations

Future Land Use:

The proposed project is located in the Interchange Commercial future land use category. In the Bonita Plan, the Interchange Commercial future land use category is described as follows:

Policy 1.1.15: Interchange Commercial - *Intended for uses that serve the traveling public such as automobile service/gas stations, hotel/motel, restaurants and gift shops; and a broad range of tourist-oriented, general commercial, light industrial, commercial office, and multi-family residential up to 10 dwelling units per acre with the approximately 385 acres of gross land area in the land use category.*

- a. *If affordable housing is provided, residential density may be increased by up to five additional dwelling units per acre.*
- b. *Maximum allowable height of structures shall be 75 feet from the base flood elevation to the eaves.*
- c. *Nonresidential uses shall be limited to a maximum floor area ratio (FAR) of 1.2*

The proposed project is residential and commercial in nature and includes uses that are listed in Policy 1.1.15.

Bonus Density Units

As stated previously, this RPD/CPD allows for up to 91 multi-family dwelling units (standard density) and up to 25,000 sf of commercial floor area or 105,000 sf of mini-warehouse. The Applicant is requesting an additional 45 bonus density units, which they intend to provide at the rates outlined in the Administrative Code. Pursuant to Bonita Plan Future Land Use Policy 1.1.2 and 1.1.15, the Applicant has the right to apply for the 91 standard units, but the 45 bonus density units cannot be awarded until formally applied for, reviewed, and approved by City Council. In nature, the language set forth for bonus density in the Bonita Plan is general, but it is the City's LDC and Administrative Codes that set forth the implementation language. The Interchange Commercial Future Land Use Area allows for up to 15 dwelling units per acre if certain criteria are met. The Future Land Use Element Administrative Section outlines criteria in Policy 1.1.2.b.4. These are:

- (1) The resulting development does not have substantially increased intensities of land use along its perimeter unless it is adjacent to an existing or approved development of a similar intensity;
- (b) The additional traffic will not be required to travel through areas with significantly lower densities before reaching the nearest collector or arterial road;
- (c) Existing and committed public facilities are not so overwhelmed that a density increase would be contrary to the overall public interest;
- (d) There will be no decrease in required open space, buffering, landscaping and preservation areas or cause adverse impacts on surrounding land uses; and,
- (e) Storm shelters or other appropriate mitigation is provided if the development is located within the Category 1 Storm Surge Area for a land-falling storm as defined by the most current Hurricane Storm Tide Atlas for Lee County prepared by the Florida Department of Emergency Management.

The Bonita Plan defines *public facilities* as transportation systems or facilities, sewer systems or facilities, solid waste systems or facilities, drainage systems or facilities, potable water systems or facilities, educational systems or facilities, parks and recreation systems or facilities and public health systems or facilities.

The Applicant has requested 45 bonus density units. The application has satisfied the intensity and density criterion. Open space, buffering and landscaping are not deviated because of the requested density, and storm shelters are not required since the property is located outside of the Category 1 Storm Surge Area. The proposed condition for interconnection and the provision of multiple modes of transportation will assist in ensuring that the existing and committed public

facilities will not be so overwhelmed, providing potential avoidance from the need to use the main road, providing captured trips and minimizing the impacts to the arterial network (Bonita Beach Road).

Therefore, Staff is recommending approval of the bonus density units at this time.

Transportation Element

The Applicant provided a Traffic Impact Statement (TIS), which was reviewed by the City's transportation engineer and analyzed earlier in this Report. Additionally, Objective 1.2 of the Transportation Element provides for the City's Complete Streets Policy, which is designed to provide for multi-modal transportation opportunities. The project will be providing multi-modal transportation opportunities, including sidewalks on both sides of Miller Road and along Bonita Beach Road.

The proposed RPD/CPD will result in less traffic when compared to the CPD that is currently approved for the site. There is sufficient reserve capacity on Bonita Beach Road to accommodate the trips associated with the proposed RPD/CPD. Therefore, Bonita Beach Road is expected to operate at an acceptable level of service with this proposed project with the exception of the excessive queueing that is likely in the eastbound left-turn lane at Trade Way One. Proposed Condition 7.c. requires a full Traffic Impact Study at time of local development order to evaluate the operational analysis at the intersection as the project is required to mitigate deficiencies in turning movements, etc. At the time of local development order, this project will be reviewed again by the Florida Department of Transportation and the Lee County Department of Transportation, in addition to the City's Traffic Engineer.

Conservation and Coastal Management Element

The proposed CPD/RPD will provide 40% open space for the residential component and 20% open space for the commercial tract, and will be consistent with Policy 7.2.2.

Planned Development Analysis, Formal Findings LDC 4-131 and LDC 4-299

Review criteria	Yes – Mostly - Partly - No
Demonstrate compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation; and	Yes; the Applicant complies, except where deviations are requested, which Staff agrees with.
The request meets or exceeds performance and location standards set forth for the proposed uses; and	Yes; the Applicant complies, except where deviations are requested, which Staff agrees with.
Including the use of TDR or affordable housing bonuses are the densities or intensities (general uses) consistent with the Comprehensive Plan; and	Yes; The maximum density with bonus is 15 dwelling units/acre. The request is 15 dwelling units/acre, which is the maximum based on the applicable future land use categories.
The request is compatible with existing or planned uses in the surrounding area; and	Yes; The proposal is for residential and commercial development. The proposed residential development is located closest to the nearby residential uses. The parcel is located in between two other multi-family residential and

	commercial projects. The proposed commercial development is located where commercial is intended and is located near and across from other commercial uses.
Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and	Mostly; It is Staff's opinion that this project carries a less intense trip generation than the currently approved CPD. Further review will take place at time of local development order to assess impacts.
Will the request adversely affect environmentally critical areas and natural resources; and	No, as proposed.
Public facilities are, or will be, available and adequate to serve the proposed land use; and	Yes, as conditioned.
The proposed use or mix of uses is appropriate at the subject location; and	Yes.
The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest; and	Yes.
The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development; and	Yes.
Deviations enhance the achievement of the objectives of the planned development and preserve and promote the general intent of this chapter to protect the public health, safety and welfare	Yes; Staff has worked diligently with the Applicant to promote the intent of the Bonita Beach Road Corridor Overlay while substantially complying with conflicting provisions. In summary, there were eight (8) deviations requested; Staff recommends approval of all eight (8).

PART I
APPLICANT\PROPERTY OWNERSHIP INFORMATION

A. Name(s) of applicant(s): Bonita FL Beach Development, LLC

Mailing Address: Street: 222 S Central Avenue, Suite 305

City: St. Louis State: MO Zip: 63105

Phone Number: Area Code: 314 Number: 787.1980 Ext: _____

E-mail: rlochner@keeleyproperties.com

B. Relationship of applicant to property:

☒ Owner _____ Trustee _____ Option holder _____ Lessee _____ Contract Purchaser _____
Other (indicate): _____

*If applicant is NOT the owner or the person authorized by the Covenant of Unified Control, submit a **Notarized Authorization Form** from the owner or his authorized representative. Label as Exhibit I-B.*

** If the application is City-initiated, enter the date the action was initiated by the Council: N.A. Attach a copy of the "green sheet" and a list of all property owners, and their mailing addresses, for all properties within the area described. Names and addresses must be those appearing on the latest tax rolls of Lee County. Label the "green sheet" as "Exhibit I-B-2" and the list as "Exhibit I-B-3". [Sec. 4-193]*

C. Name of owner(s) of property: Bonita FL Beach Development, LLC

Mailing Address: Street: 222 S Central Avenue, Suite 305

City: NAPLES State: FL Zip: 63105

Phone Number: Area Code: 314 Number: 787.1980 Ext: _____

Fax Number: Area Code: _____ Number: _____

D. Date property was acquired by present owner(s): 2023

E. Is the property subject to a sales contract or sales option? ☒ NO _____ YES

F. Is owner(s) or contract purchaser(s) required to file a disclosure form? _____ NO ☒ YES. If yes, please complete and submit Exhibit I-F (attached).

G. Are there any existing deed restrictions or other covenants on this property which may affect this request?

☒ NO _____ YES. If yes, submit a copy of the deed restrictions or other covenants and a statement explaining how the restrictions may affect the requested action. Label as "Exhibit I-G".

H. Authorized Agent(s): List names of authorized agents (submit additional sheets if necessary).

Name: Q. Grady Minor & Associates, P.A. and Coleman, Yovanovich and Koester, P.A.

Address: 3800 Via Del Rey, Bonita Springs, FL 34134 and 4001 Tamiami Tr. N., Suite 300, Naples, FL 34103

Contact Person: D. Wayne Arnold and Richard D. Yovanovich, Esq.

Phone: 239.947.1144 / 239.435.3535 E-mail: warnold@gradyminor.com / ryovanovich@cyklawfirm.com

**PART II
GENERAL INFORMATION**

A. Request:

1. Rezoning from CPD TO: (check all applicable)

☒ RPD - Residential	☐ MPD - Mixed Use
☐ MHPD - Mobile Home	☐ RVPD - Recreational Vehicle
☒ CPD - Commercial	☐ CFPD - Community Facilities
☐ IPD - Industrial	☐ AOPD - Airport Operations

2. Option Chosen: ☒ Option 1 ☐ Option 2

3. Other - Provide specific details. N.A.

B. Legal Description and Boundary Sketch: Is property within a platted subdivision recorded in the official Plat Books of Lee County?

☒ **NO.** Attach a legible copy of the legal description (label it Exhibit II-B-1.) and Certified sketch of description as set out in chapter 5J-17.053. (labeled Exhibit II-B-2.). **If the legal description is available on computer disc (Word or Word Perfect) please provide a copy at time of application.**

☐ **YES.** Property is identified as:

Subdivision Name: _____

Plat Book: _____ Page: _____ Unit: _____ Block: _____ Lot: _____

Section: _____ Township: _____ Range: _____

Attach a copy of the Plat Book page with subject property clearly marked. Label this Exhibit II-B-3.

C. Project Street Address: Miller Road

D. General Location Of Property (referenced to major streets): _____

Northeast quadrant of Bonita Beach Road and Miller Road

E. City of Bonita Springs Plan Information

1. City of Bonita Springs Land Use Classification: Interchange Commercial

2. Are you proposing any City of Bonita Springs amendments which could affect the subject property?

☒ **NO** ☐ **YES** If yes, submit a copy of the proposed amendment (labeled as "Exhibit II-E-1") along with a statement as to how the proposed amendment will affect your property (labeled as "Exhibit II-E-2").

F. Drainage, Water Control and Other Environmental Issues

1. Is the property within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s?

☐ **NO** ☒ **YES.** If yes, specify the minimum elevation required for the first habitable floor).

AE 14' NGVD (MSL) NAVD

2. Are there any environmentally sensitive lands such as, but not limited to: wetlands, mangrove forests, creek & river shorelines, sand dunes, xeric scrub, mature pine forests, or other unique land forms as defined in the Bonita Plan Goal 15 and it's Objectives and Policies, Objective 4.1, Policies 7.1.1 d. 2, 7.2.3, Goal 14 and Policies 14.1.1 through 14.3.5 and applicable sections of the Land Development Code (LDC). Are there any listed species occupied habitat as defined in the Bonita Plan or LDC on the subject property, Bonita Plan Policy 7.1.1 d. 2, 7.4.1 through 7.10.3, Objective 7.12 and Policies 7.12.1 through 7.12.3, and applicable sections of the LDC?

_____ NO X YES If yes, delineate these areas on a map or aerial photo and label it Exhibit II-F-1. Also, complete Exhibit II-F-2 attached hereto.

G. Present Use of Property: Is the property vacant? _____ NO X YES

If the property is not vacant, the owner or applicant's signature on this application indicates that the Owner agrees to either remove all existing buildings and structures, OR that the proposed use of the building or structure(s) will be in compliance with all applicable requirements of the Land Development Regulations. **[Sec. 4-194(b)(3)]**

Briefly describe current use of the property: The property is currently undeveloped.

H. Property Dimensions

1. Width (average if irregular parcel): 460+/- Feet
2. Depth (average if irregular parcel): 969+/- Feet
3. Frontage on road or street: 305+/- Feet on Bonita Beach Road
(Name of street)
4. Total land area: 9.26+/- Acres or Square Feet

I. Land Area Calculations

1. Undevelopable Areas:
- a. Freshwater wetland areas 0
 - b. Other wetland areas 0.15
 - c. Submerged land subject to tidal influence: 0
 - d. Total (a + b + c): 0
2. Remaining developable land (H.4 less I.1.d): 9.11+/-

**PART III
PROPOSED DEVELOPMENT**

A. Nature of Request

1. Will the development contain living units? _____ NO ^X YES. If the answer is yes, please indicate the total number of living units proposed, by type:

_____ Single Family	_____ Mobile Homes	_____ Recreational Vehicles
_____ Zero-Lot-Line	_____ Duplex/Two Family	_____ Townhouses
136 _____ Multiple Family	136 _____ TOTAL ALL TYPES	

2. If the development will contain living units, please complete Exhibit III-A-2 (attached) and enter the following information:

a. PERMITTED total units (from Exhibit III-A-2): 136.1

b. PROPOSED total units (from A-1. above): 136

c. PROPOSED density (from Exhibit III-A-2): 14.68

3. Will the development contain non-residential areas? _____ NO ^X YES. If the answer is yes, please indicate the size [gross square footage (gsf) unless indicated otherwise] of each general class of uses below:

Retail: 0 _____ Total gsf

Offices: 0 _____ Total gsf

Medical: 0 _____ gsf Non-medical: 0 _____ gsf

Hotel/Motel: 0 _____ Total units

Size of units: _____ 0-425 sq. Ft. _____ 426-725 sq. Ft. _____ 726 or more sq. Ft.

Industrial: 0 _____ Total gsf

Under roof: _____ gsf Not under roof: _____ gsf

Mines, Quarries, or General Excavation: Acres to be excavated: 0

Other-specify: Indoor storage 105,000 Total gsf

Number of Beds (if applicable): 0 _____ OR: 0 _____ gsf

4. Building Height

50 _____ Maximum height of buildings (in feet above grade)

3 _____ Number of Habitable Floors

5. Aviation Hazard: Do you propose any structures, lighting, or other features that might affect safe flight conditions?

X _____ NO _____ YES. If yes, please submit an explanation and label it Exhibit III-A-5.

B. Facilities

1. Fire District: Bonita Springs Fire District

2. Water Supply

a. Estimated daily consumption of potable water:

- 1. Residential units: 22400 gpd
- 2. Mobile Home units: 0 gpd
- 3. Rec. Vehicle units: 0 gpd
- 4. Commercial: 990 gpd
- 5. Industrial: 0 gpd

b. Source of potable water: Bonita Springs Utilities

c. Do you have a written agreement from the utility company to serve your project?

X NO _____ YES. If yes, please submit a copy of the agreement.

d. Source of Non-potable water: Bonita Springs Utilities

3. Sanitary Sewer Service

a. Estimated daily production of wastewater:

- 1. Residential units: 22400 gpd
- 2. Mobile Home units: 0 gpd
- 3. Recreational Vehicles: 0 gpd
- 4. Commercial: 990 gpd
- 5. Industrial: 0 gpd

b. Is any special effluent anticipated? X NO _____ YES. If yes, please complete Exhibit III-B-3 (attached).

c. Source of sanitary sewer service: Bonita Springs Utilities

d. Do you have a written agreement from the utility company to serve your project?

X NO _____ YES. If yes, please submit a copy of the agreement.

e. Will a private on-site disposal facility be used? X NO _____ YES. If yes, please complete Exhibit III-B-3 (attached).

f. Are individual sewage disposal systems proposed? X NO _____ YES.

C. Transportation

1. Has this project been exempted from filing a Traffic Impact Statement?

X NO _____ YES _____ NOT REQUIRED (Exist. development). If it has been exempted, attach a copy of the exemption and label it Exhibit III-C.

PART V

AFFIDAVIT

I, D. Wayne Arnold, AICP certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of the City of Bonita Springs Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application.

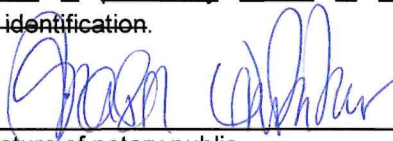

Signature of Owner or Owner-authorized Agent

3/1/23
Date

D. Wayne Arnold, AICP as Authorized Agent
Typed or printed name and title

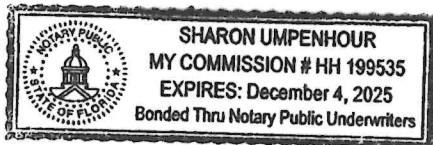
STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was certified and subscribed before me this 1 day of March 2023, by D. Wayne Arnold, AICP as Authorized Agent, who is personally known to me or who has produced as identification.


Signature of notary public

Sharon Umpenhour
Printed name of notary public

(SEAL)



**EXHIBIT I-F
DISCLOSURE OF INTEREST FORM FOR:**

STRAP NO. See Exh I-B-3 List of Property Owners **CASE NO.** PD23-100280-BOS

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, and Office	Percentage of Stock
Bonita FL Beach Development, LLC	100
KDG Manager, LLC, Manager	
See attached Written Consent of the Manager of KDG Manager, LLC	

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address	Percentage of Ownership
	100

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office (if applicable)

Percentage of Stock

Date of Contract: _____

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: _____

(Applicant)

Mark Rubin as Vice President of Development

(Printed or typed name of applicant)

STATE OF
COUNTY OF

The foregoing instrument acknowledged before me this 7th day of November 2023, by Mark Rubin, who is personally known to me or who has produced _____ as identification.



Signature of Notary Public

Printed Name of Notary Public

**EXHIBIT II-F-2
ENVIRONMENTAL ISSUES**

A. Topography: Describe the range of surface elevations of the property:

10.02' to 14.02' NAVD

B. Sensitive Lands: Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the Comprehensive Plan), flow ways, creek beds, sand dunes, other unique land forms [see the Comprehensive Plan for listed species occupied habitat (see Sec. 4-1337 et seq. of the Land Development Code).

N.A.

C. Preservation/Conservation of Natural Features: Describe how the lands listed in B. above will be protected by the completed project:

N.A.

D. Shoreline Stabilization: If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:

N.A.

**EXHIBIT III-A-2
PRELIMINARY DENSITY CALCULATIONS***

*** Included in residential density calculation per note 10 on Table 4-740

A. Gross Residential Acres

- | | |
|---|-------------------|
| 1. Total land area: | 9.26+/- acres |
| 2. Area to be used for non-residential uses: (Line A.2.a. plus A.2.b.): | 1.63+/- acres *** |
| a. R-O-W providing access to non-residential uses: | 0 acres |
| b. Non-residential use areas: | 1.63+/- acres |
| 3. Gross residential acres (Line A.1 less A.2): | 9.26+/- acres |
| a. Uplands areas | 9.11+/- acres |
| b. Freshwater Wetlands areas | 0 acres |
| c. Other Wetland areas | 0.15+/- acres |

- B. Comprehensive Plan Land Use Classification:** IC (If more than one classification, calculations for each classification must be submitted)

Density Standards (from the Comprehensive Plan)

- | | |
|---|--------------------------|
| 1. Maximum density for Land Use Classification: | 10 units/gross res. acre |
| 2. Maximum total density for Land Use Classification: | 15 units/gross res. acre |

MAXIMUM PERMITTED DWELLING UNITS

C. High Density Residential, High Density Mixed Use/Village, "Old 41" Town Center Mixed Use Redevelopment Overlay Area. (Interchange Commercial)

- | | |
|---|-----------------------------|
| 1. Standard density uplands units (A.3.a. times B.1) | 91.1 units |
| 2. Standard density wetlands units (A.3.b. & A.3.c. times B.1) | _____ units |
| 3. Total standard density units (sum of C.1 & C.2) | 91.1 units |
| 4. Max. Total density units [A.3.a. times ((B.1 plus 1/2 of (B.2 less B.1)))] | 113.87 units |
| 5. Sub-total permitted std. density units (line C.3 or C.4 - whichever is less): | 91.1 Units Sub-total |
| 6. BONUS UNITS (REQUESTED) | |
| a. Low-moderate housing density: | 45 units |
| b. TDR units: | 0 units |
| c. Sub-total (C.6.a plus C.6.b) | 45 units |
| 7. Total Permitted Units (C.5. plus C.6.c): | 136.1 Units Total |

Payment in lieu option

NOTE: may not exceed (A.3.a. times B.2) plus (A.3.b. and A.3.c. times .05).

* Subject to staff review and correction.

D. Moderate Density Mixed Use/Planned Development, Medium Density Multi-Family Residential, Medium Density Residential, Moderate Density Residential

- | | |
|--|--------------------|
| 1. Standard density uplands units (A.3.a. times B.1) | _____ units |
| 2. Standard density freshwater wetlands units (A.3.b. times B.1) | _____ units |
| 3. Total standard density units (sum of D.1 & D.2) | _____ units |
| 4. Maximum upland density (A.3.a. times 8) | _____ units |
| 5. Total permitted units (line D.3 or D.4 - whichever is less): | _____ Units |

E. Suburban Density Residential, Low Density Residential, Estate Residential

- | | |
|--|--------------------------|
| 1. Standard density uplands units (A.3.a. times B.1) | _____ units |
| 2. Standard density freshwater wetlands units (A.3.b times B.1) | _____ units |
| 3. Total standard density (sum of E.1 & E.2) | _____ units |
| 4. Maximum upland density (A.3.a. times 4) | _____ units |
| 5. Total permitted units (line E.3 or E.4 - whichever is less): | _____ Units Total |

F. Conservation, Resource Protection, DRGR

- | | |
|-------------------------------------|-------------|
| 1. Total acres of "Open Land" | _____ acres |
| 2. Maximum density (F.1 times 0.2*) | _____ units |
| 3. Total permitted units: | _____ units |

**EXHIBIT III-B-3
SANITARY SEWER FACILITIES**

- A. **Special Effluent:** If special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:

N.A.

- B. **Private On-site Facilities:** If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including:

1. Method and degree of treatment:

N.A.

2. Quality of the effluent:

N.A.

3. Expected life of the facility:

N.A.

4. Who will operate and maintain the internal collection and treatment facilities:

N.A.

5. Receiving bodies or other means of effluent disposal:

N.A.

- C. **Spray Irrigation:** If spray irrigation will be used, specify:

1. The location and approximate area of the spray fields:

N.A.

2. Current water table conditions:

N.A.

3. Proposed rate of application:

N.A.

4. Back-up system capacity:

N.A.

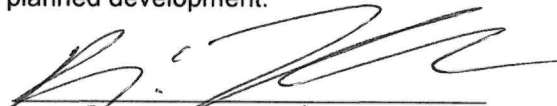
**EXHIBIT I-B-4
COVENANT OF UNIFIED CONTROL**

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as St. James CPD (see Exhibit I-B-3) and legally described in exhibit A attached hereto. (street address)

The property described herein is the subject of an application for planned development zoning. We hereby designate Q. Grady Minor & Associates, P.A. and Coleman, Yovanovitch & Koester, P.A. as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorization of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development approval on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended covenant of unified control is delivered to the City of Bonita Springs.

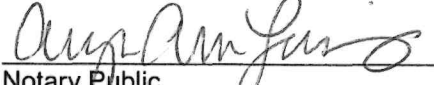
The undersigned recognize the following and will be guided accordingly in the pursuit of development of the project:

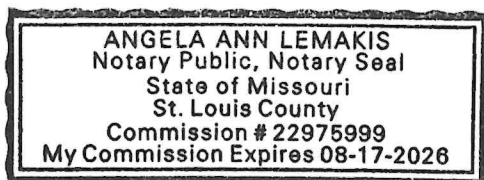
1. The property will be developed and used in conformity with the approved master concept plan including all conditions placed on the development and all commitments agreed to by the applicant in connection with the planned development rezoning.
2. The legal representative identified herein is responsible for compliance with all terms, conditions, safeguards, and stipulations made at the time of approval of the master concept plan, even if the property is subsequently sold in whole or in part, unless and until a new or amended covenant of unified control is delivered to and recorded by the City of Bonita Springs.
3. A departure from the provisions of the approved plans or a failure to comply with any requirements, conditions, or safeguards provided for in the planned development process will constitute a violation of the Land Development Code.
4. All terms and conditions of the planned development approval will be incorporated into covenants and restrictions which run with the land so as to provide notice to subsequent owners that all development activity within the planned development must be consistent with those terms and conditions.
5. So long as this covenant is in force, City of Bonita Springs can, upon the discovery of noncompliance with the terms, safeguards, and conditions of the planned development, seek equitable relief as necessary to compel compliance. The City of Bonita Springs will not issue permits, certificates, or licenses to occupy or use any part of the planned development and the City may stop ongoing construction activity until the project is brought into compliance with all terms, conditions and safeguards of the planned development.


Owner
Mark Rubin VP of Development
Printed Name and Title

STATE OF Missouri
COUNTY OF St. Louis

Sworn to (or affirmed) and subscribed before me this 6th day of November 2023, by Mark Rubin, who is personally known to me or who has produced as identification.


Notary Public
Angela Ann Lemakis
(Name typed, printed or stamped)
(Serial Number, if any)



St. James Development CPD

Exhibit I-B-3 List of Property Owners

STRAP	PROPERTY ADDRESS	OWNER	ADDRESS
31-47-26-B3-00701.0010	27925 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00701.0030	27951 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00701.0040	27955 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00701.0090	27961 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00703.0010	27877 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00703.0030	27887 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00703.0080	MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00703.0110	MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00703.0120	MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0010	27825 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0030	ACCESS	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0050	UNDETERMINED ACCESS	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0060	UNDETERMINED ACCESS	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0070	UNDETERMINED ACCESS	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0080	UNDETERMINED ACCESS	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0090	27853 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0100	ACCESS	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0110	UNDETERMINED	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0120	27857 MILLER RD	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0130	ACCESS	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO
31-47-26-B3-00705.0140	UNDETERMINED ACCESS	Bonita FL Beach Development, LLC	222 S Central Avenue, Suite 305, St. Louis, MO

**WRITTEN CONSENT OF THE
MANAGER OF KDG MANAGER, LLC**

The undersigned, being the sole Manager of **KDG Manager, LLC**, a Missouri limited liability company (the "Company"), consent to the following resolutions and waive notice of a meeting and the holding of such meeting, it being intended that this consent shall have the same force and effect as the unanimous vote of all of the Managers of the Company at a special meeting of the Managers duly called and held at which a quorum of the Managers was present and acting unanimously throughout. The resolutions to which the undersigned consents are as follows:

WHEREAS, the Members of the Company adopted that certain Operating Agreement for the Company, dated January 24, 2020 (the "Operating Agreement"), which Operating Agreement, remains in full force and effect; and

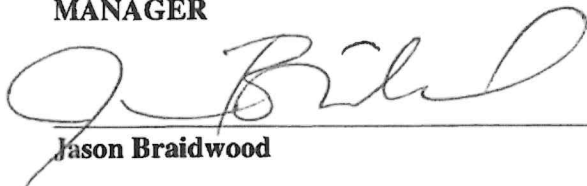
WHEREAS, the Managers desire to appoint certain officers of the Company as provided in the following resolutions.

NOW THEREFORE, BE IT RESOLVED, that the following named persons be and hereby are appointed to the offices listed opposite each name, to serve until their resignation or removal by the Manager:

Chief Executive Officer	Lawrence P. Keeley, Jr.;
President	Jason P. Braidwood;
Executive Vice President,	
General Counsel and Secretary	Garrick R. Hamilton;
Chief Financial Officer and	
Treasurer	Michael P. Johnson;
Vice President of Development	Mark Rubin; and
Vice President of Property Management	Julie Panagos.

Dated: January 24, 2020

MANAGER



Jason Braidwood

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 08-11

RECEIVED
NOV 13 2014
CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT
DEPARTMENT

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING A REQUEST BY SAINT JAMES INVESTMENTS TO REZONE FROM AGRICULTURAL (AG-2) TO COMMERCIAL PLANNED DEVELOPMENT (CPD); LOCATED AT 27857 MILLER ROAD, ON 9.12 +/- ACRES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Saint James Investments has filed an application for rezoning 9.12 +/- acres from Agricultural (AG-2) to Commercial Planned Development (CPD) to allow a mixed use commercial project consisting of up to 129,000 square feet of mini-storage area, 14,000 square feet of flex office/warehouse area, and 56,000 square feet of office/retail area, with a proposed maximum building height of 50 feet; and

WHEREAS, the subject property is located at 27857 Miller Road, Bonita Springs, Florida, and is described more particularly as:

"See Exhibit A"

WHEREAS, a Public Hearing was advertised and heard on June 6, 2008 by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case DCI 2005-00037 who gave full consideration to the evidence available and recommended to uphold the staff recommendation of denial due solely to transportation (4-0, with Pescosolido, Norris and Mathes absent); and gave full and complete consideration of the record, consisting of the Staff Recommendation, the recommendation of the Zoning Board, the documents on file with the City and the testimony of all interested parties. The May 21, 2008 Staff Report prepared by Lee County Development Services Division and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby approves the rezoning with the following conditions:

A. Conditions

1. The development of this project must be consistent with the one page Master Concept Plan entitled "Master Concept Plan for: Saint James Development-Rezoning to CPD" stamped received July 29, 2008, except as modified by the conditions below. This

development must comply with all requirements of the Bonita Springs Land Development Code at time of local Development Order Approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

Maximum Gross Floor Area for each type of use:

Office/Retail:	56,000 Square feet
Flex office/Warehouse:	14,000 Square feet
Mini/self-storage:	129,000 Square feet

Total Gross Floor Area:	199,000 Square feet
-------------------------	---------------------

2. The following limits apply to the project and uses:

a. Schedule of Uses

Accessory uses and structures
Administrative offices
ATM (automatic teller machine)
Auto parts store
Banks and financial establishments, Group I and II
Boats parts store
Broadcast studio, commercial radio and television
Business services: Group I, II
Caretaker's residence
Cleaning and maintenance services (no outdoor storage of fertilizers or cleaning materials)
Clothing stores, general
Clubs: commercial, fraternal, membership organization, private
Contractors and builders, Group I and II
Convenience food and beverage stores with no fuel sale
Cultural facilities
Daycare centers, child, adult
Department store
Drive-through facility for any permitted use, except package stores
Drug store, pharmacy
Essential services
Essential service facilities: Group I, and II
Excavation: Water retention
Fences, walls
Food and beverage services, limited
Food stores, Group I

Minimum Lot Dept:	100 feet
Minimum Lot Width:	100 feet

Minimum Building Setbacks:	
Street/Front (Public Road):	25 feet
Street (Private Road-Buildings <35'High)	20 feet
Street (Private Road-Buildings >35' High)	40 feet
Side yard:	15 feet
Rear yard:	15 feet
Waterbody setback:	25 feet
Project perimeter setback:	20 feet
Accessory structures (side and Rear):	5 feet

Maximum Building Height:	50 feet/ 3 story
Maximum Lot Coverage:	36%

3. Environmental Conditions:

- a. Prior to local development order approval, an indigenous management plan meeting the requirements of Land Development Code (LDC) Section 3-415(E) must be submitted for the City of Bonita Springs Environmental Sciences (ES) staff review and approval for the 1.12 acre (equivalent to 1.4 acre preserve utilizing 125% credit) mixed hardwood preserve. If the mixed hardwood indigenous preserve is proposed to be included in the surface water management system as a dry detention area, then the indigenous management plan must include an analysis of how the diversion of storm water into the preserve will benefit the mixed hardwood plant community and demonstrate there will be no negative affect on the indigenous preserve. Additionally, the development order plans must demonstrate how the storm water will be pretreated prior to any discharge into the mixed hardwoods indigenous preserve.
- b. Prior to local development order approval, development order plans must depict open space areas (dry detention, buffers, parking area, etc.) within the development designed to preserve as many existing mature indigenous native trees to the greatest extent possible as per Land Development Code Section 3-415(B)(2). The applicant must submit for the City of Bonita Springs Environmental Sciences (ES) staff review:
 1. sabal palm (healthy, minimum 8 foot clear trunk) preservation, relocation and/or salvaging plan.

2. a native tree survey depicting all native trees > 4caliper inch diameter at breast height within the development area (excludes indigenous preserve area)
 - c. Prior to local development order approval, development order plans must depict a minimum twenty-five foot (25ft) building setback from the required indigenous preservation area.
 - d. Prior to local development order approval, a minimum of 30% or 2.74 acres of open space must be delineated on the landscape plans.
 - e. The Master Concept Plan must either have an approved deviation from Land Development Code (LDC) Section 3-416(B) prior to final zoning resolution or prior to local development order approval, development order plans must depict perimeter plantings as per LDC Section 3-416(B)
4. Natural Resources Conditions:

As part of the local development order request:

- a. Staff acknowledges that the applicant obtained a CLOMR (Conditional Letter of Map Revision) from FEMA for the proposed project on October 31, 2006 and that FEMA acknowledged in their CLOMR that a FIS (FIRM) amendment was being processed concurrently with the Saint James Development application. The applicant shall comply with all conditions of the CLOMR including the condition on page 3 of the CLOMR requiring the applicant to tie their hydraulic model in with the hydraulic model used to prepare the proposed FIRM and FIS report.
 - b. Since the footprint of MCP falls into the floodway, please show the floodway from the preliminary FIS on the MCP.
 - c. Provide surface water management plan [34-373(b)(1)a.– e.]
 - d. Provide existing and historic flow-ways map [34-373(a)(4)e.v.]
5. Transportation Conditions:

- A. Accommodation for cross-access must be provided with properties to the east and west of Miller Road.

- B. In the event that a frontage road or reverse frontage road is constructed between the project and Trade Way Drive, then, the developer is responsible for a proportionate share (based on the percentage of left turns attributable to the project) of the cost of signalized improvements at the intersection of Bonita Beach Road and Trade Way Drive.
- C. As a condition for the project's paving, drainage, water and sanitary sewer development order, the Developer, or successor in interests or assigns, is to financially participate in studies to be performed by URS, for Bonita Beach Road from Old 41 East to the eastern terminus of the County maintained portion of Bonita Beach Road. The purpose of the study is to:
 - (i) establish the appropriate level of background traffic for the next ten years, (ii) conduct a corridor wide traffic impact study; (iii) identify needed improvements and a procedure to assess costs to properties; and (iv) identify funding sources, proportionate fair share payments and adjustments for payments made. Any funds expended by Developer in connection with this condition shall be reimbursed to the Developer via road impact fee credits issued by the City of Bonita Springs.
- D. The median currently located on Bonita Beach Road at Miller/Orr and Hunter's Ridge may be closed by Lee County in the near future. In addition, the applicant understands the applicable jurisdiction reserves the right to modify or close the Miller/Orr Road access onto Bonita Beach Road in the event that the intersection is found to be adverse to the public health, safety and welfare based on insufficient operational circulation and/or roadway capacity. If the Miller/Orr access point is closed then a permanent alternative access for this development will be provided. Administrative variance(s) may be granted for reasonable and adequate signage, or to modify the Master Concept Plan to accommodate the alternative access.
- E. A local Development Order is required for any construction, improvements, modifications, or changes within the Bonita Beach Road right-of-way.

As part of the submittal, a SYNCHRO analysis shall be provided with the Development Order.

- F. The Developer has shown compliance with traffic generation with development as indicated on the Master Concept Plan, with 553 PM peak hour trips generated from the site. Should the developer seek to convert any of the uses to any other allowable land use by amendment to the planned development, the conversion factor would be commensurate with the trip generation rates for commercial land use types per the most recent edition of ITE Trip Generation report.
6. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the Bonita Springs LDC may be required to obtain a local development order.
 7. Approval of this rezoning does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Bonita Springs Comprehensive Growth Management provisions, including but not limited to, concurrency, proportionate fair share and road impact fees. Local development order approval may be subject to access changes and/or median closures.
 8. A wireless communication facility may be administratively approved, provided it is co-located on a building and the height of the tower does not exceed 50 feet from the existing grade. Any tower more than 50 feet in height shall required the approval of a Special Exception from the City Council. Furthermore, no wireless communications antenna of more than 10 feet high nor any type of tower shall be placed on the rooftops of buildings 1 and 2, as depicted on the Master Concept Plan.
 9. Prior to local development order approval, the developer must provide facilities for solid waste disposal/recycling in compliance with Land Development Code (LDC) Section 3-261.
 10. Fertilizers or hazardous chemicals must be stored within a garden center or retail portion of a building. Fertilizers or hazardous chemicals may not be stored within parking areas.
 11. If any archaeological/historical sites are uncovered during development activities, all work in the immediate vicinity of such sites will cease. The Developer will immediately contact the Florida

Department of State, Division of Historical Resources, Lee County and the City of Bonita Springs and advise them of the discovery. The Developer will have a State-certified archaeologist determine the significance of the findings and recommend appropriate mitigation actions if necessary.

12. The development must comply with the commercial lighting standards found in Land Development Code, Chapter 3. Street, parking lot and building lighting must be shielded so that light is directed downward to reduce light spillage to off-site parcels.
13. Prior to local development order approval, the applicant will meet with the Bonita Springs Tree Advisory Board to discuss the potential preservation of heritage trees within the parking and open space areas. Staff may give administrative deviations to parking requirements for tree preservation with adequate space for root structure (drop line).
14. The Developer will use best efforts to incorporate principles for its buildings through the Florida Green Building Coalition program, in site design and construction, by emphasizing use of high energy efficiency designs and use of high efficiency fixtures and appliances where possible. Dominant landscaping shall be plant species native to Florida. Building materials, both internal and external, will be comprised of durable and recycled materials where possible.
15. Outdoor lighting is to be substantially reduced during non-operational hours so as to discourage light pollution or night glow. For the two buildings closest to the Imperial River, no lighting may be located on the top of the building so as to go upward (shielded lights for security below is acceptable). No lighting may be directed towards the Imperial River. The Master Concept Plan has been revised to depict a five foot wall between the north end of the two buildings located closest to the Imperial River, so that lighting will not impact the river.
16. The applicant will provide the City of Bonita Springs with a cross access for a nature trail within the area of the project located closest to the Imperial River.
17. The type D buffer as depicted in the Master Concept Plan along Bonita Beach Road, must be enhanced to provide minimum 14" canopy trees ranging from 4"-5" caliper, measured at four and a half feet above the ground per Land Development Code 3-420.
18. The structures will all meet fire code, including use of sprinklers for the three story mini-storage facility. Any hazardous waste will be

coordinated through the Bonita Springs Fire Control & Rescue District. No trades may operate in the mini-storage facility.

B. Deviation:

The deviation requested was withdrawn.

C. Findings and Conclusions:

Based upon an analysis of the application and the standards for approval of planned development rezonings, Bonita Springs City Council makes the following findings and conclusions:

1. The applicant has proven entitlement to the rezoning by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code, and other applicable codes and regulations.
2. The requested zoning as conditioned:
 - a) meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request;
 - b) is consistent with the densities, intensities and general uses set forth in the Bonita Springs Comprehensive Plan;
 - c) is compatible with existing or planned uses in the surrounding area; and
 - d) will not adversely affect environmentally critical areas or natural resources.
3. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities, as conditioned.
4. Urban services, as defined in the Bonita Springs Comprehensive Plan, are available and adequate to serve the proposed land use.
5. The proposed mix of uses is appropriate at the subject location.
6. The recommended conditions to the concept plan and other applicable regulations provide sufficient safeguards to the public interest.
7. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

SECTION TWO: EFFECTIVE DATE

This ordinance shall take effect thirty (30) days from the date of adoption.

DULY PASSED AND ENACTED by the Council of the City of Bonita Springs, Lee County, Florida, this 28th day of July, 2008.

AUTHENTICATION:

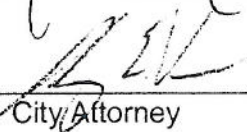


Mayor



City Clerk

APPROVED AS TO FORM:



City Attorney

Vote:

Ferreira	Nay	Nelson	Aye
Lonkart	Nay	Simons	Aye
Martin	Aye	Spear	Aye
McCourt	Nay		

Date filed with City Clerk: 8-6-08

RECEIVED

NOV 13 2024

CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT
DEPARTMENT

**TRIP GENERATION EQUATIONS
ST. JAMES CPD
ITE TRIP GENERATION REPORT, 9th EDITION**

Land Use	Weekday AM Peak Hour	Weekday PM Peak Hour	Weekday
Shopping Center (LUC 820)	$\ln(T) = 0.61 \ln(X) + 2.24$ (62% In/38% Out)	$\ln(T) = 0.67 \ln(X) + 3.31$ (48% In/52% Out)	$\ln(T) = 0.65 \ln(X) + 5.83$
T = Number of Trips, X = 1,000 sq. ft. of Gross Leasable Area			
Mini-Warehouse (LUC 151)	T = 0.14 (X) (55% In/45% Out)	T = 0.26 (X) (50% In/50% Out)	T = 2.50 (X)
T = Number of Trips, X = 1,000 sq. ft. of Gross Leasable Area			
Warehouse (LUC 150)	$\ln(T) = 0.55 \ln(X) + 1.88$ (79% In/21% Out)	$\ln(T) = 0.64 \ln(X) + 1.14$ (25% In/75% Out)	$\ln(T) = 0.86 \ln(X) + 2.24$
T = Number of Trips, X = 1,000 sq. ft. of Gross Leasable Area			

EXHIBIT II-F-3 FUTURE LAND USE MAP

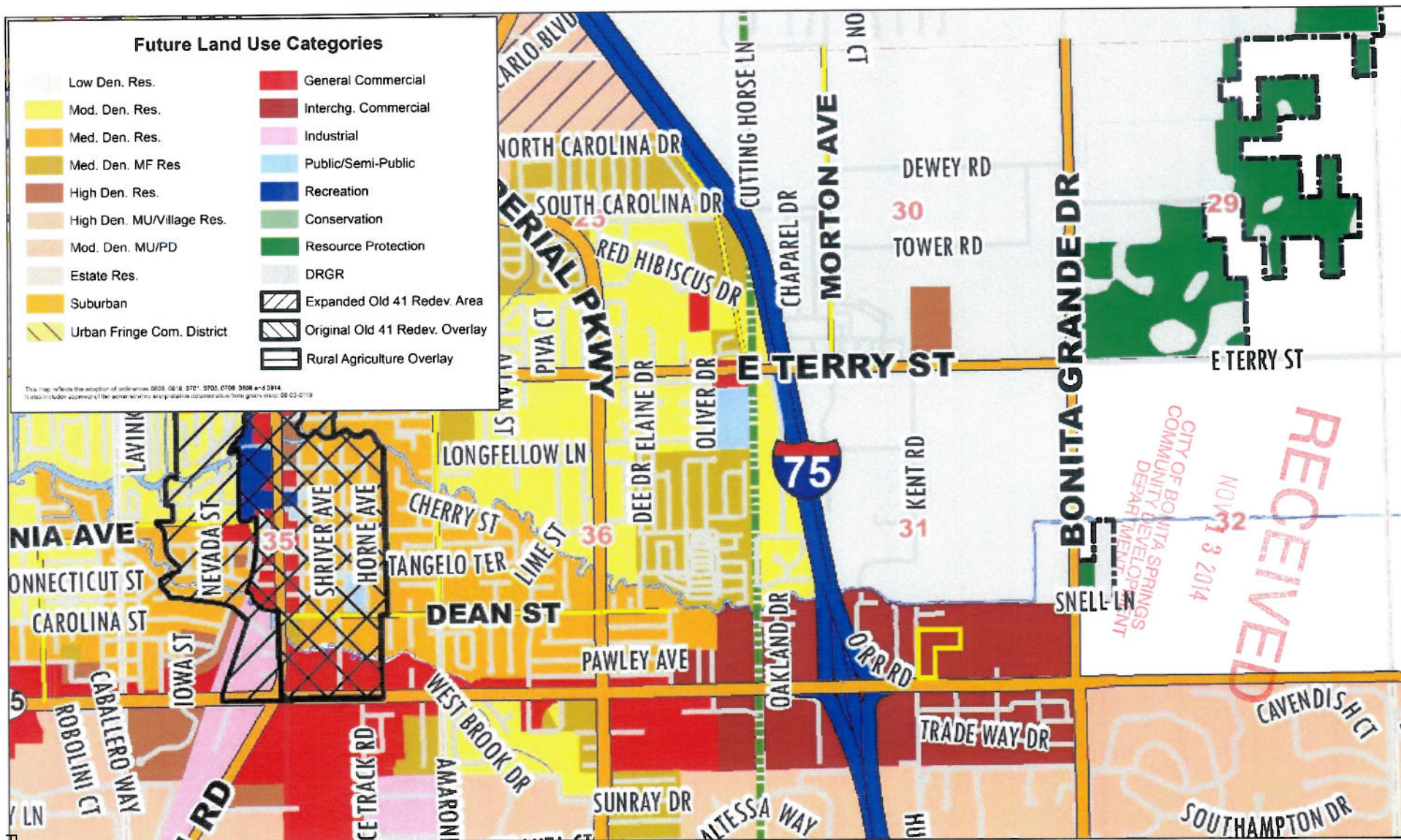
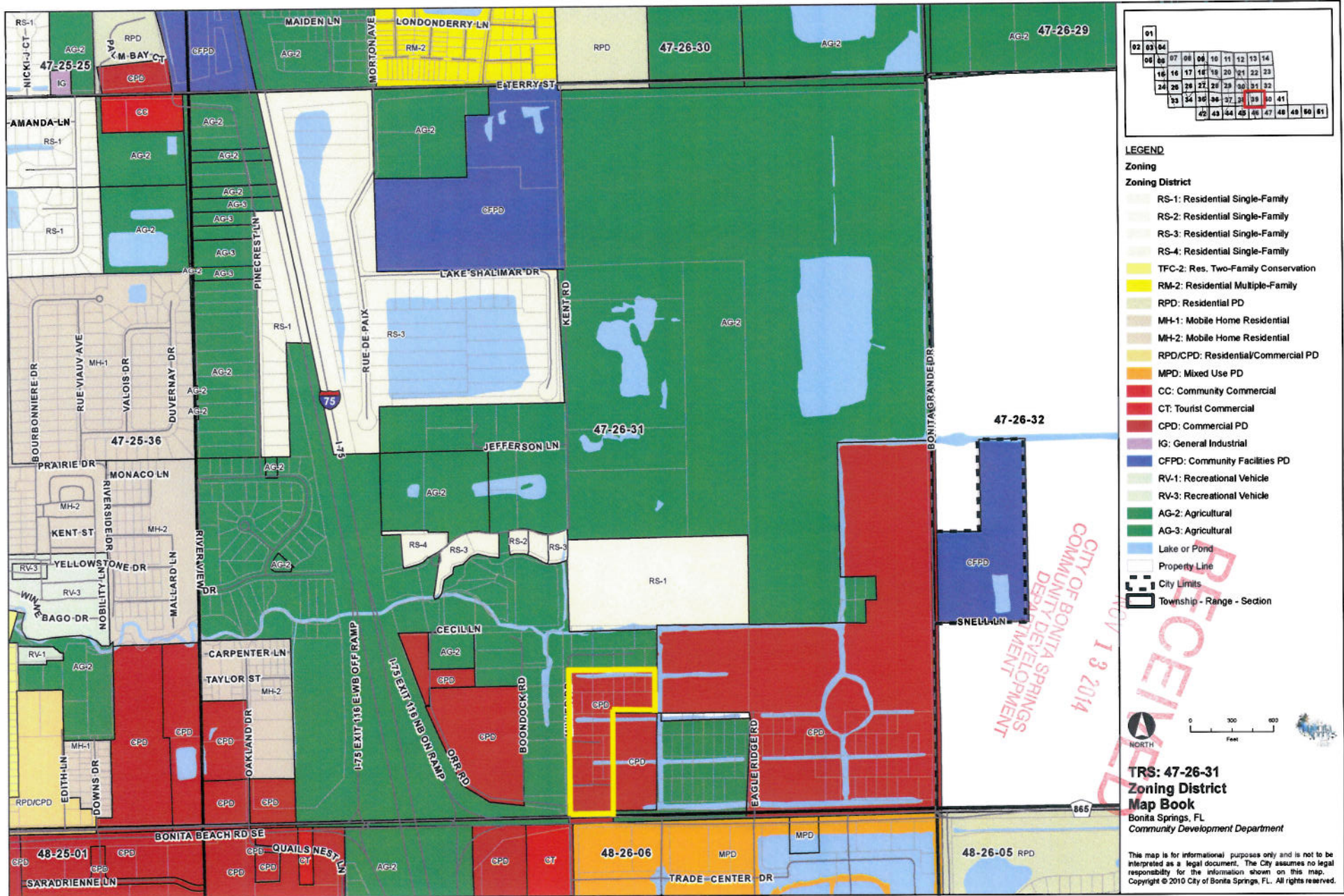


EXHIBIT II-F-3

Existing Zoning Map





SAINT JAMES CPD

EXISTING LAND USE & AERIAL LOCATION MAP

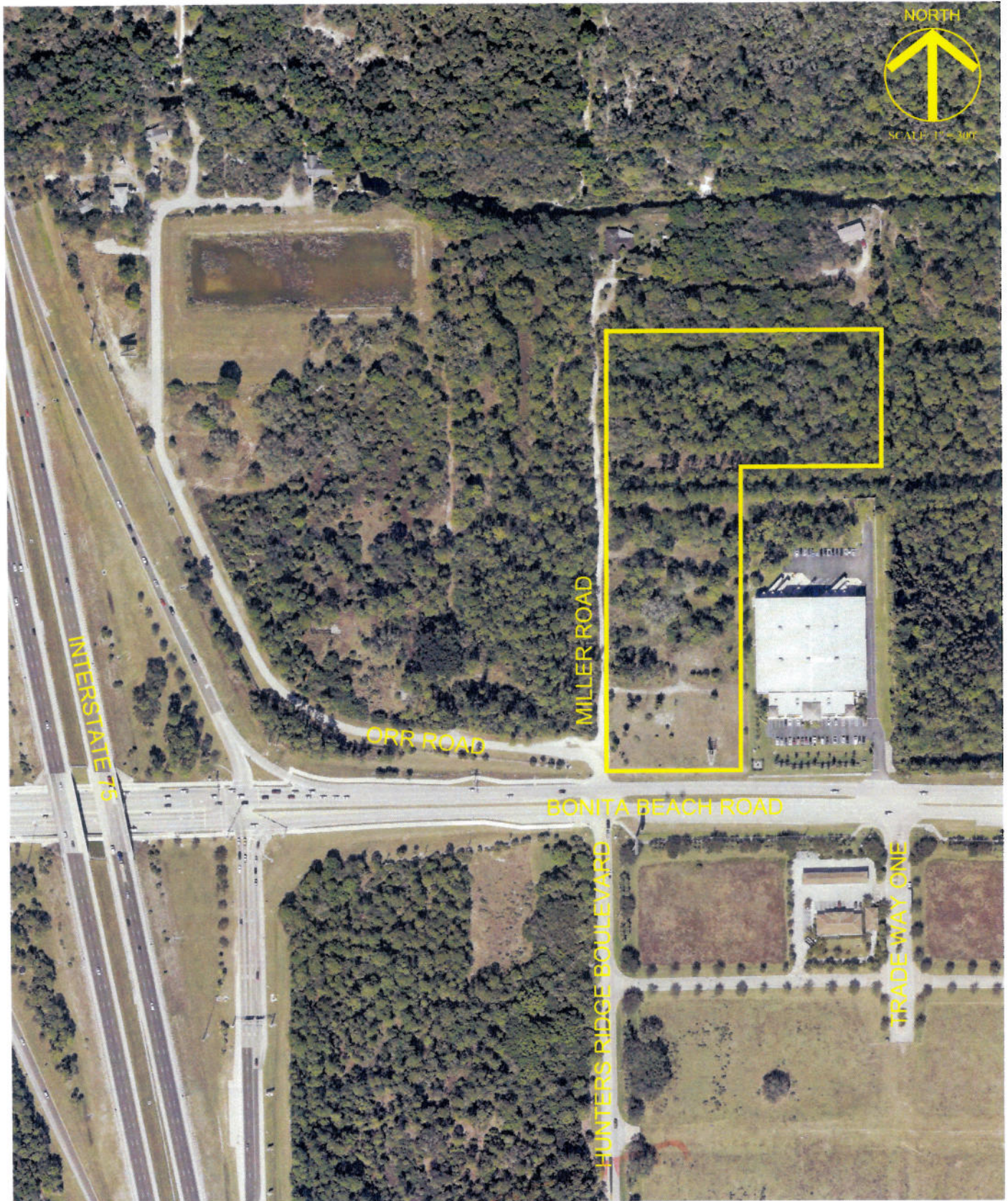
PREPARED FOR:

CAMPUS INVESTORS OF BONITA BEACH, LLC

WALDROP
ENGINEERING
CIVIL ENGINEERING | PLANNING | LANDSCAPE ARCHITECTURE

28100 BONITA GRANDE DRIVE - SUITE 305
BONITA SPRINGS, FL 34135
P: 239-405-7777 F: 239-405-7899
EMAIL: info@waldropengineering.com

EXHIBIT IV-N



SAINT JAMES CPD

AERIAL LOCATION MAP

PREPARED FOR:

CAMPUS INVESTORS OF BONITA BEACH, LLC

WALDROP
ENGINEERING
CIVIL ENGINEERING | PLANNING | LANDSCAPE ARCHITECTURE

25100 BONITA GRANDE DRIVE - SUITE 305
BONITA SPRINGS, FL 34135
P: 239-405-7777 F: 239-405-7899
EMAIL: info@waldropengineering.com

FILE NAME: 38301E0301.dwg

SHEET: 1 OF 1

Page 152

Saint James Development CPD

Exhibit IV-G Schedule of Uses

a. Schedule of Uses:

Accessory Uses and Structures
Administrative Offices
ATM (automatic teller machine)
Auto parts store
Banks and financial establishments, Group I and II
Boats parts store
Broadcast studio, commercial radio and television
Business services: Group I, II
Caretaker's residence
Cleaning and maintenance services (no outdoor storage of fertilizers or cleaning materials)
Clothing stores, general
Clubs: commercial, fraternal, membership organization, private
Contractors and builders, Group I and II
Convenience food and beverage stores with no fuel sale
Cultural facilities
Daycare centers, child, adult
Department store
Drive-through facility for any permitted use, except package stores
Drug store pharmacy
Essential Services
Essential Service Facilities: Group I and II
Excavation: Water retention
Fences, Walls
Food and beverage services, limited
Food stores, Group I
Gift and Souvenir shop
Hardware store
Healthcare facilities: Group I, II and III
Hobby, toy and game shop
Household and office furnishings
Insurance companies
Laundry or dry cleaning: Group I
Medical office
Nonstore retailers: Group I and II
Package store
Paint, glass and wallpaper
Parking Lot:
 Accessory

RECEIVED

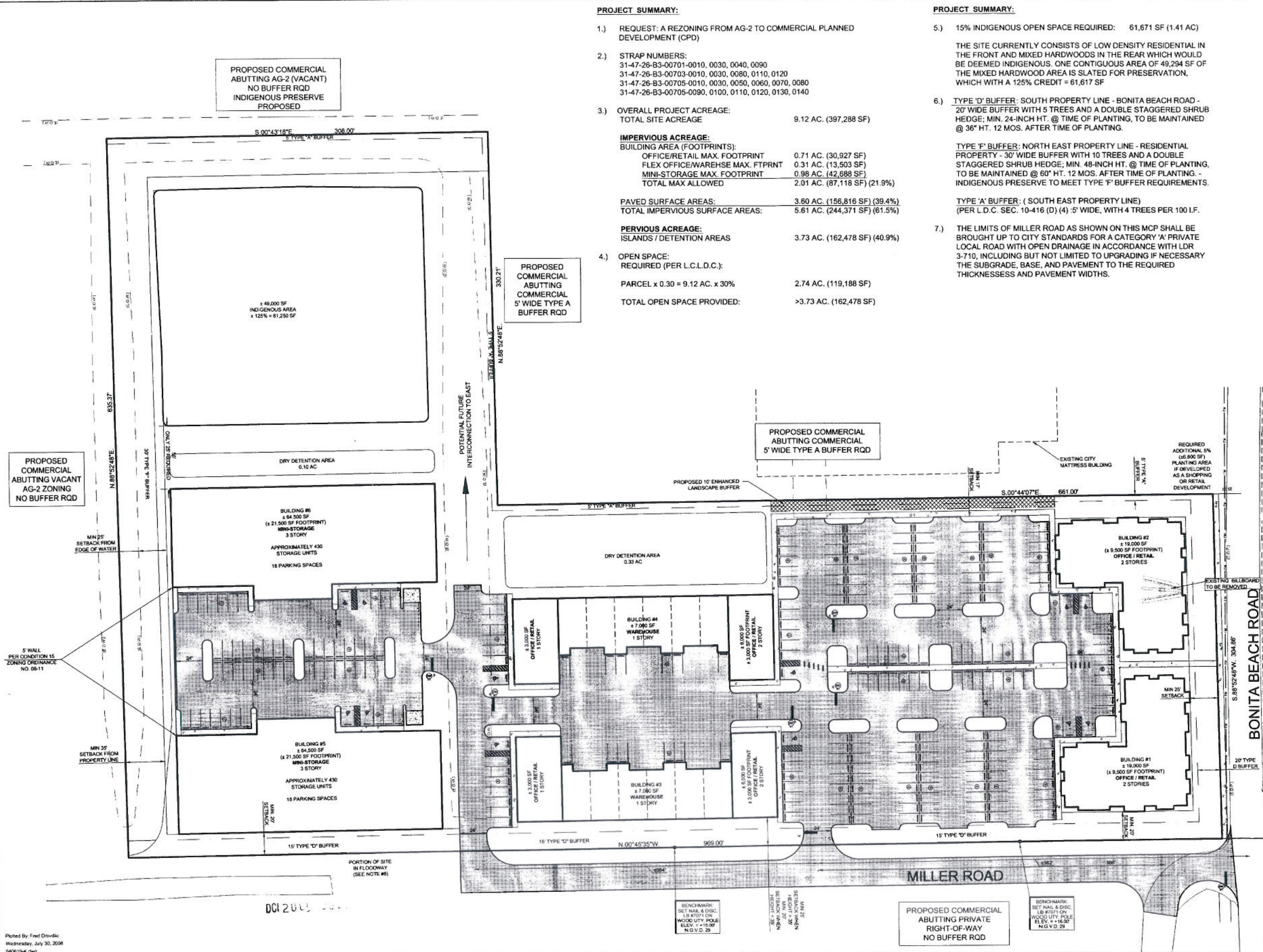
NOV 13 2014

CITY OF BONITA SPRINGS
COMMUNITY DEVELOPMENT
DEPARTMENT

Temporary

Pet service
Pet shop
Places of worship
Post office
Real estate sales office
Recreational Facilities, Group I and II
Religious facilities
Rental or leasing establishment: Group I, II and III
Repair shops: Group I and II
Restaurant, fast food
Restaurants, All groups
Retail and wholesale sales, when clearly incidental and subordinate to a permitted principal use on the same premises
Schools: Commercial
Signs in accordance with the City of Bonita Springs' LDC
Social services: Group I
Specialty retail shops, All groups except for Group IV
Storage: indoor
Studios
Temporary uses: limited to sidewalk sale for on-site retail businesses, incidental garage sale for the mini/self storage business, temporary construction trailers,
Variety store
Warehouse: Mini-warehouse, Private, and Public
Wireless communication facilities (Subject to condition #8)

MASTER CONCEPT PLAN: SAINT JAMES DEVELOPMENT
LOCATED IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA



LOCATION MAP

Quattrone & Associates, Inc.
Engineers, Planners, & Development Consultants
11000 Metro Parkway, Suite 30 | Fort Myers, FL 33966 | 239.936.5222 | QAInc.net

DEVELOPEMENT PARAMETERS	
GROSS FLOOR AREA SHOWN	
OFFICE/RETAIL	56,000 SF
WAREHOUSE	14,000 SF
MINI-STORAGE	129,000 SF
TOTAL	199,000 SF
PARKING SPACES SHOWN	
	270
REQUIRED:	
OFFICE/RETAIL	224
WAREHOUSE	7
MINI-STORAGE	36
TOTAL SPACES	267

PROPOSED COMMERCIAL
ABUTTING RIGHT-OF-WAY
30' WIDE TYPE D BUFFER
W/ 2 1/2' BERM ROD
PER BONITA SPRINGS LDC

APPROVED
Master Concept Plan
Site Plan # 20-08-11 Page 1 of 1
Subject to conditions in Ordinance 20-08-11
Case # DCI2005-00037
CITY OF BONITA SPRINGS

NORTH

EXHIBIT IV-E

1" = 40'

CITY OF BONITA SPRINGS
ZONING ORDINANCE NO. 15- 01

A ZONING ORDINANCE OF THE CITY OF BONITA SPRINGS, FLORIDA; CONSIDERING A REQUEST TO REINSTATE THE MASTER CONCEPT PLAN IN ZONING ORDINANCE NO. 08-11 FOR THE SAINT JAMES DEVELOPMENT COMMERCIAL PLANNED DEVELOPMENT (CPD) FOR FIVE ADDITIONAL YEARS OR A DATE CERTAIN; REMOVING CERTAIN USES FROM THE SCHEDULE OF USES; ON 9.12 ± ACRES; LOCATED AT 27825 - 27961 MILLER ROAD, BONITA SPRINGS, FLORIDA, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Saint James Investments has filed an application to reinstate its Master Concept Plan for its Commercial Planned Development (CPD) as approved in Zoning Ordinance No. 08-11; and

WHEREAS, the subject property is located at 27825-27961 Miller Road, Bonita Springs, Florida, and is described more particularly as:

"See Exhibits"

WHEREAS, a Public Hearing was advertised and heard on January 30, 2015 (continued from January 20, 2015 due to lack of quorum) by the City of Bonita Springs Board for Land Use Hearings and Adjustments and Zoning Board of Appeals ("Zoning Board") on Case PD14-15802-B0S who gave full consideration to the evidence available and recommended approval (6-0 Norris absent) and gave full and complete consideration of the record, consisting of the Staff Recommendation, the documents on file with the City and the testimony of all interested parties. The January 7, 2015 Staff Report prepared by Community Development and evidence submitted at the Zoning Board hearing is on file with the City Clerk.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE: APPROVAL OF REQUEST

City Council of Bonita Springs hereby reinstates the Master Concept Plan of Saint James Development CPD for five additional years to April 3, 2020, and removing certain uses from the schedule of uses for property with the following conditions:

CONDITIONS:

1. The development of this project must be consistent with the Master Concept Plan as previously approved Bonita Springs Zoning Ordinance No. 08-11 except as modified by the conditions below. This development must comply with all requirements of the Bonita Springs Land Development Coded (LDC) at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.
2. The terms and conditions of the original Bonita Springs Zoning Ordinance No. 08-11 remain in full force and effect as otherwise modified herein.
3. The stormwater management system is combined with the indigenous preserve area at the north east corner of the site. It is unknown if SFWMD will accept this combined water management system and indigenous preserve area. If SFWMD does not accept this combined system, (the indigenous vegetation in the preserve will be destroyed, or the maintenance of the water management area is contrary to the indigenous preserve area requirements), the site will need to be redesigned to dedicate separate areas for water management and an indigenous preserve area of 1.37 acres.
4. The revised schedule of uses is listed below, with deleted uses crossed out and new uses underlined.

PD14-15802-BOS
Saint James Development CPD

2a. Schedule of Uses:

Accessory Uses and Structures
Administrative Offices
ATM (automatic teller machine)
Auto parts store
Banks and financial establishments, Group I and II
Boats parts store
Broadcast studio, commercial radio and television
Business services: Group I, II
Caretaker's residence
Cleaning and maintenance services (no outdoor storage of fertilizers or cleaning materials)
Clothing stores, general
Clubs: commercial, fraternal, membership organization, private
Contractors and builders, Group I and II
Convenience food and beverage stores with no fuel sale
Cultural facilities

Daycare centers, child, adult
 Department store
 Drive-through facility for any permitted use, except package stores
 Drug store pharmacy
 Essential Services
 Essential Service Facilities: Group I and II
 Excavation: Water retention
 Fences, Walls
 Food and beverage services, limited
 Food stores, Group I
 Gift and Souvenir shop
 Hardware store
 Healthcare facilities: Group I, II and III
 Hobby, toy and game shop
 Household and office furnishings
 Insurance companies
 Laundry or dry cleaning: Group I
 Medical office
 Nonstore retailers: Group I and II
 Package store
 Paint, glass and wallpaper
 Parking Lot:
 Accessory
 Temporary
 Pet service
 Pet shop
 Places of worship
 Post office
 Real estate sales office
 Recreational Facilities, Group I and II
 Religious facilities
 Rental or leasing establishment: Group I, II and III
 Repair shops: Group I and II
 Restaurant, fast food
 Restaurants, All groups
 Retail and wholesale sales, when clearly incidental and subordinate to a
 permitted principal use on the same premises
 Schools: Commercial
 Signs in accordance with the City of Bonita Springs' LDC
 Social services: Group I, II, and III
 Specialty retail shops, All groups except for Group IV
 Storage: indoor and outdoor
 Studios
 Temporary uses: limited to sidewalk sale for on-site retail businesses,
 incidental garage sale for the mini/self-storage business, temporary
 construction trailers,

~~Used merchandise stores, Group I and II~~

Variety store

Warehouse: Mini-warehouse, Private, and Public

Wireless communication facilities (Subject to condition #8)

FINDINGS AND CONCLUSIONS:

Based upon an analysis of the application and standards for reinstatement of Master Concept Plans, City Council makes the following findings and conclusions:

1. The applicant has proven entitlement to the requested Master Concept Plan reinstatement by demonstrating compliance with the Bonita Springs Comprehensive Plan, the Land Development Code and other applicable codes and regulations.
2. The requested zoning as conditioned:
 - a. meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request;
 - b. is consistent with the densities, intensities and general uses set forth in the Bonita Springs Comprehensive Plan;
 - c. is compatible with existing or planned uses in the surrounding area; and
 - d. will not adversely affect environmentally critical areas or natural resources.
3. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities, as conditioned.
4. Urban services, as defined in the Bonita Springs Comprehensive Plan, are available and adequate to serve the proposed land use, as conditioned.
5. The proposed uses are appropriate at the subject location, as conditioned.
6. The recommended conditions to the master concept plan and other applicable regulations provide sufficient safeguards to the public interest.

7. The recommended conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development, as conditioned.

DULY PASSED AND ENACTED by the Council of the City of Bonita Springs, Lee County, Florida, this 4th day of March, 2015.

AUTHENTICATION:



Mayor



Deputy City Clerk

APPROVED AS TO FORM:



City Attorney

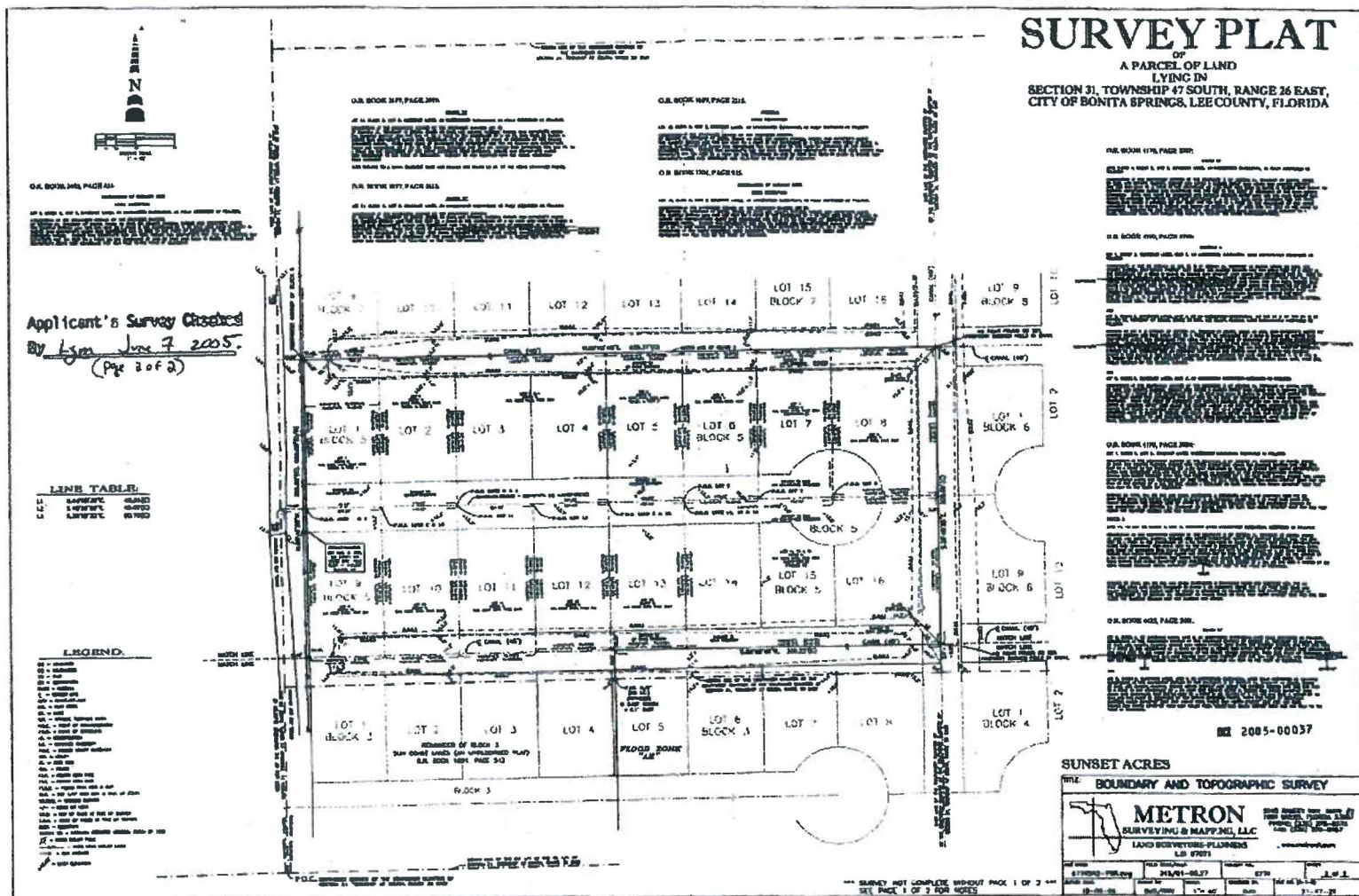
Vote:

Nelson	Aye	Simmons	Aye
McIntosh	Aye	Gibson	Aye
Martin	Aye	Lonkart	Absent
Slachta	Aye		

Date filed with City Clerk:

3/6/15

2005-0003



[illegible]

Q **Qualtronic & Associates, Inc.**
Engineering, Science, & Technology Consultants
1100 New South Road, Suite 500 • Fort Worth, TX 76104 • 817/339-1200 • QALTRONIC.COM

DEVELOPEMENT PARAMETERS

GROSS FLOOR AREA SHOWN	
OFFICE/RETAIL	56,000 SF
WAREHOUSE	14,000 SF
MINI-STORAGE	129,000 SF
TOTAL	199,000 SF

PARKING SPACES SHOWN	270
---------------------------------	------------

REQUIRED:	
OFFICE/RETAIL	224
WAREHOUSE	7
MINI-STORAGE	36
TOTAL SPACES	267

PROPOSED CURRICULUM
ABSTAINING FROM THE
IN WIDE TYPE CUFFER
W/ 2 Y. BEING RECD
FOR BIRTH RECORDS LDC

APPROVED
Western Symposium Plans
Site Plan # 20-08-11 Page 1 of 2
Subject to conditions in Ordinance 20-08
Case # 2020-000017
CITY OF SANTA ANA

NORTH — EXHIBIT IV-E
1" = 40'



July 7, 2022

Neale Montgomery
Pavese Law Firm
1833 Hendry Street 33901
Fort Myers, FL 33901

Re: EXT22-92907-BOS, Executive Order No. 22-17 (as amended by 22-77), 2022
Tornados, St. James Commercial Planned Development (CPD); ZO-15-01.

Dear Ms. Montgomery:

Pursuant to Section 252.363, *Florida Statutes*, an extension has been acknowledged for the Master Concept Plan (MCP) for St. James Commercial Planned Development (CPD) pursuant to Executive Order No. 22-17 (as amended by 22-77) for the 2022 Tornados.

The declaration of a state of emergency suspends and tolls all such time requirements, notice requirements, and deadlines for final action on applications for permits and other approvals under any statutes or rules which have not yet expired to exercise the rights under a permit or other authorization for the duration of the emergency declaration for six months in addition to the length of the tolling period (120 days). An extension to the Master Concept Plan (MCP) has been granted. **Therefore, the expiration date for the St. James Commercial Planned Development MCP is now acknowledged as being extended to June 21, 2025.**

This extension applies only to Commercial Planned Development (CPD) identified above. If you hold other permits or authorizations that qualify for an extension, you must file a specific request for each qualifying development permit.

If you have any questions regarding this extension, please call 239-444-6150.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Mary Zizzo, Esq., AICP
Planner II

Copy:
Derek Rooney, City Attorney
John Dulmer, Community Development Director
Jacqueline Genson, AICP, Planning & Zoning Manager
Cynthia Vargas, Administrative Assistant

9220 Bonita Beach Road
Suite 109
Bonita Springs, FL 34135
Tel: (239) 444-6150
Fax: (239) 444-6140
www.cityofbonitaspringscd.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen Hunter
City Manager
(239) 949-6267

Derek Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6247

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

**Community
Development**
(239) 444-6150



July 7, 2022

Neale Montgomery
Pavese Law Firm
1833 Hendry Street 33901
Fort Myers, FL 33901

Re: EXT22-92912-BOS, Executive Order No. 22-27 (as amended by 22-28), Freezing Temperatures, St. James Commercial Planned Development (CPD); ZO-15-01.

Dear Ms. Montgomery:

Pursuant to Section 252.363, *Florida Statutes*, an extension has been acknowledged for the Master Concept Plan (MCP) for St. James Commercial Planned Development (CPD) pursuant to Executive Order No. 22-27 (as amended by 22-28) for freezing temperatures.

The declaration of a state of emergency suspends and tolls all such time requirements, notice requirements, and deadlines for final action on applications for permits and other approvals under any statutes or rules which have not yet expired to exercise the rights under a permit or other authorization for the duration of the emergency declaration for six months in addition to the length of the tolling period (60 days). An extension to the Master Concept Plan (MCP) has been granted. **Therefore, the expiration date for the St. James Commercial Planned Development MCP is now acknowledged as being extended to August 21, 2024.**

This extension applies only to Commercial Planned Development (CPD) identified above. If you hold other permits or authorizations that qualify for an extension, you must file a specific request for each qualifying development permit.

If you have any questions regarding this extension, please call 239-444-6150.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Zoning Division

Mary Zizzo, Esq., AICP
Planner II

Copy:

Derek Rooney, City Attorney
John Dulmer, Community Development Director
Jacqueline Genson, AICP, Planning & Zoning Manager
Cynthia Vargas, Administrative Assistant

9220 Bonita Beach Road
Suite 109
Bonita Springs, FL 34135
Tel: (239) 444-6150
Fax: (239) 444-6140
www.cityofbonitaspringscd.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen Hunter
City Manager
(239) 949-6267

Derek Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6247

Public Works
(239) 949-6246

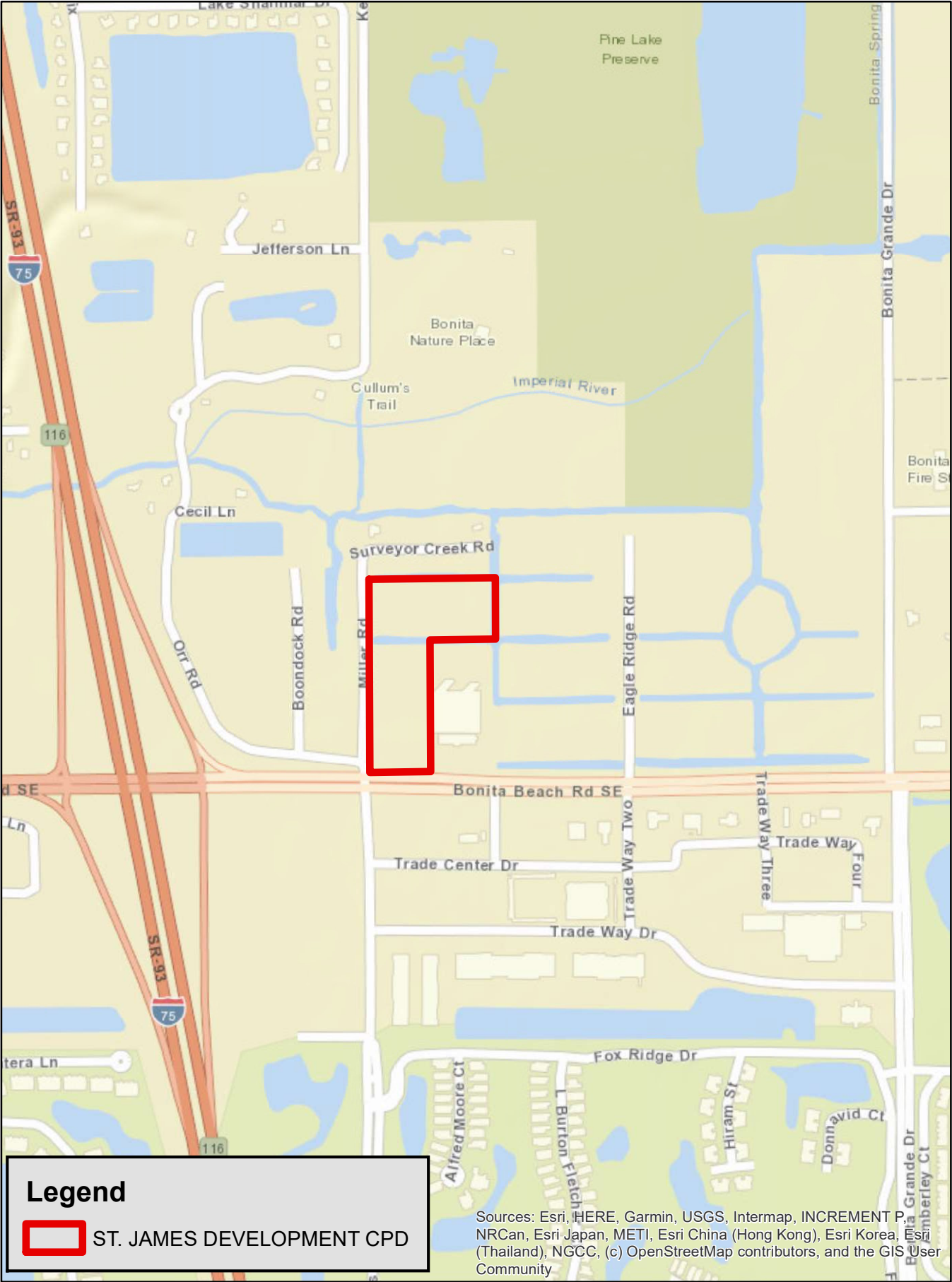
Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

St. James Development CPD

Exhibit II-D Area Location Map



St. James Development CPD

Exhibit IV-N Aerial



Legend



ST. JAMES DEVELOPMENT CPD

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

170

85

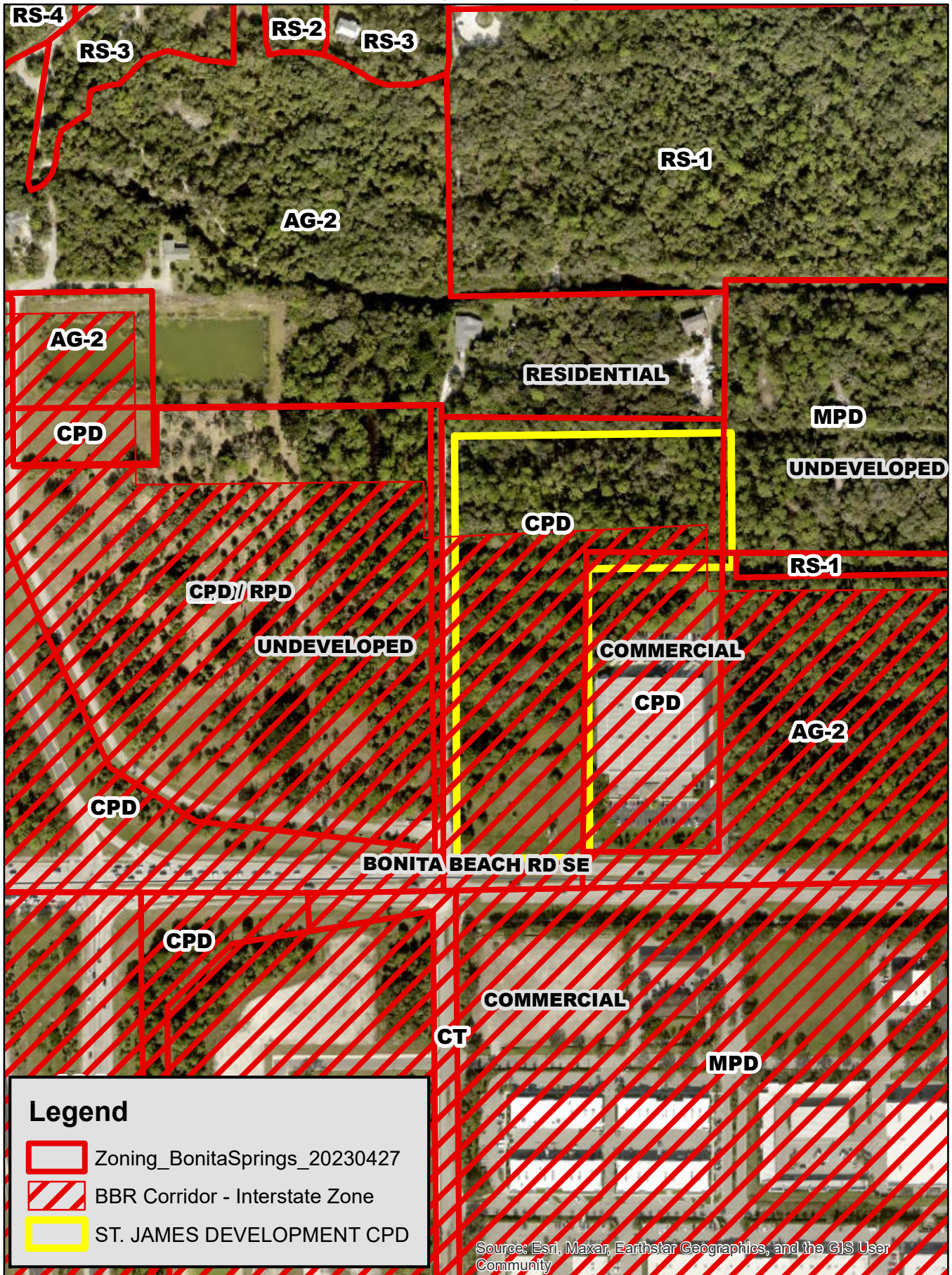
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170 Feet

Page 167

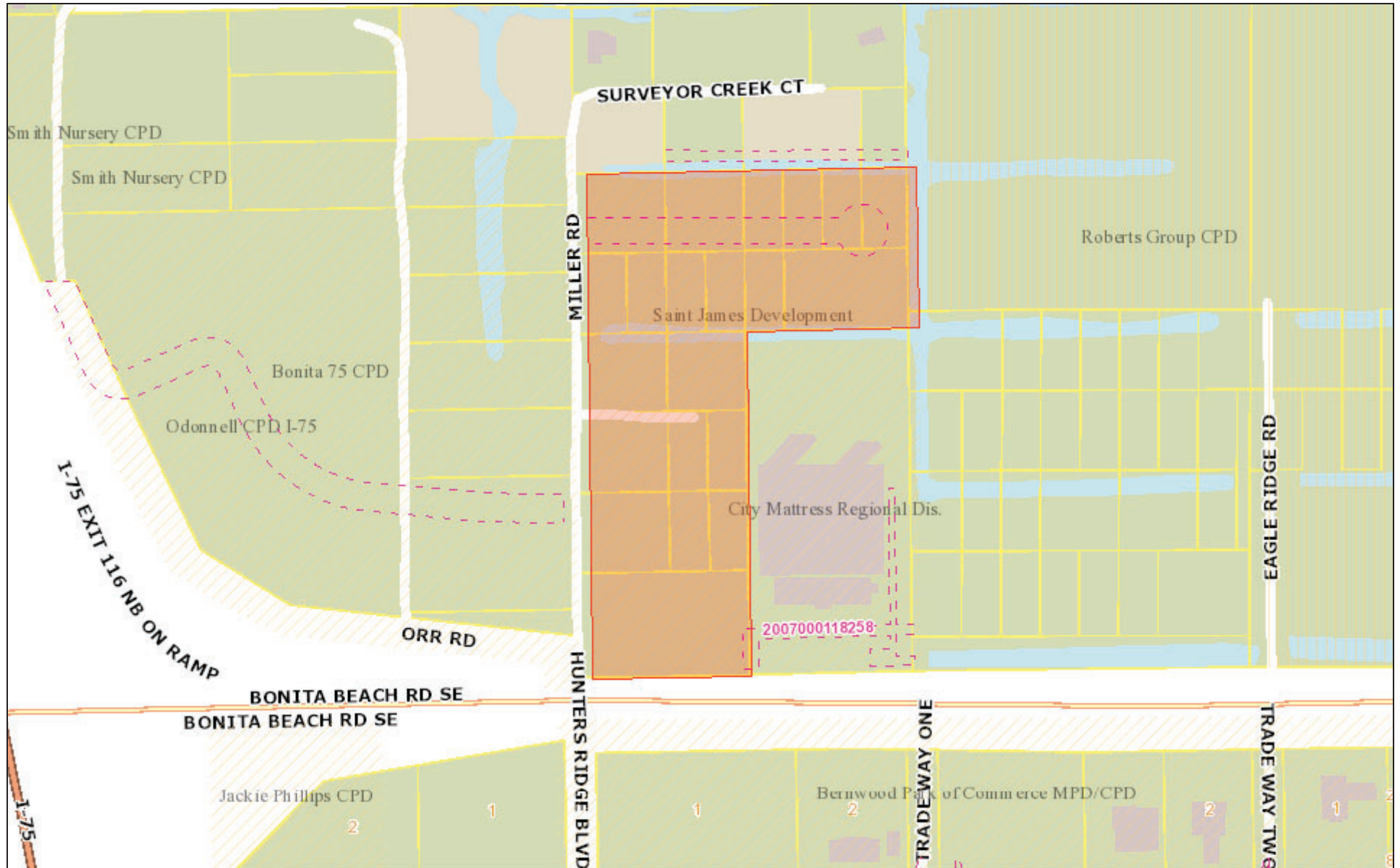
St. James Development CPD

Exhibit II-F-3 Existing Zoning/Land Use Map



St. James Developmnet CPD

Exhibit IV-C Existing Easement and R-O-W Maps



January 16, 2023

Planned Developments

- Approved
- Approved/Pending
- Withdrawn/Denied

- H Hospital Locations
- L Library Locations

School Locations

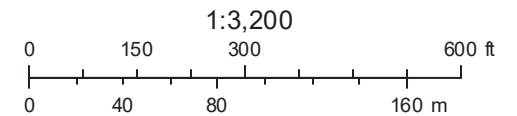
- S School Locations
- P CCC_Parks

Major Roads Medium

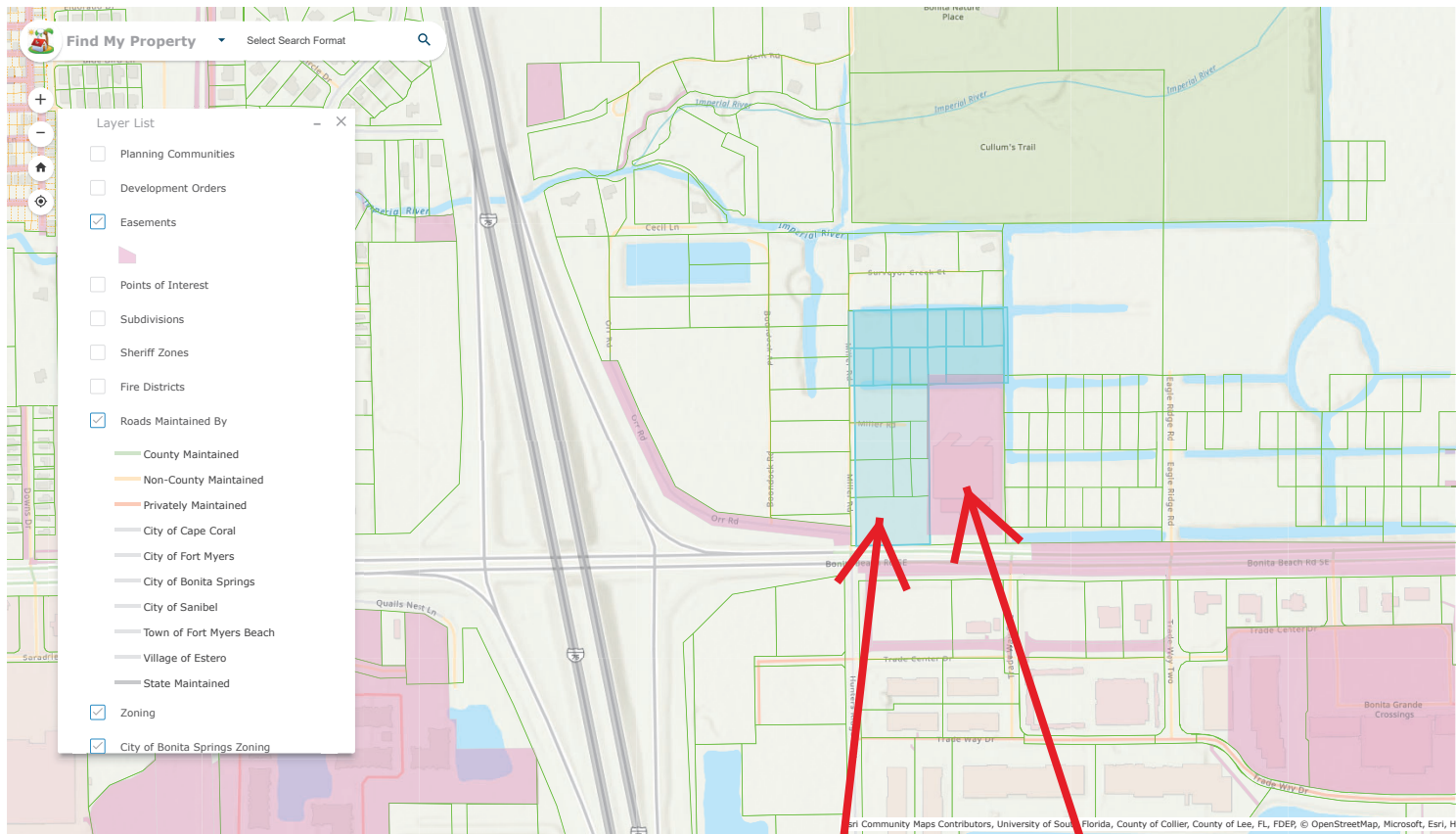
- I - 75
- US 41

Other Roads

- Parcels Near



*Also see Sketch and Description and Master Plan



St. James Development CPD/RPD

(1 of 6)

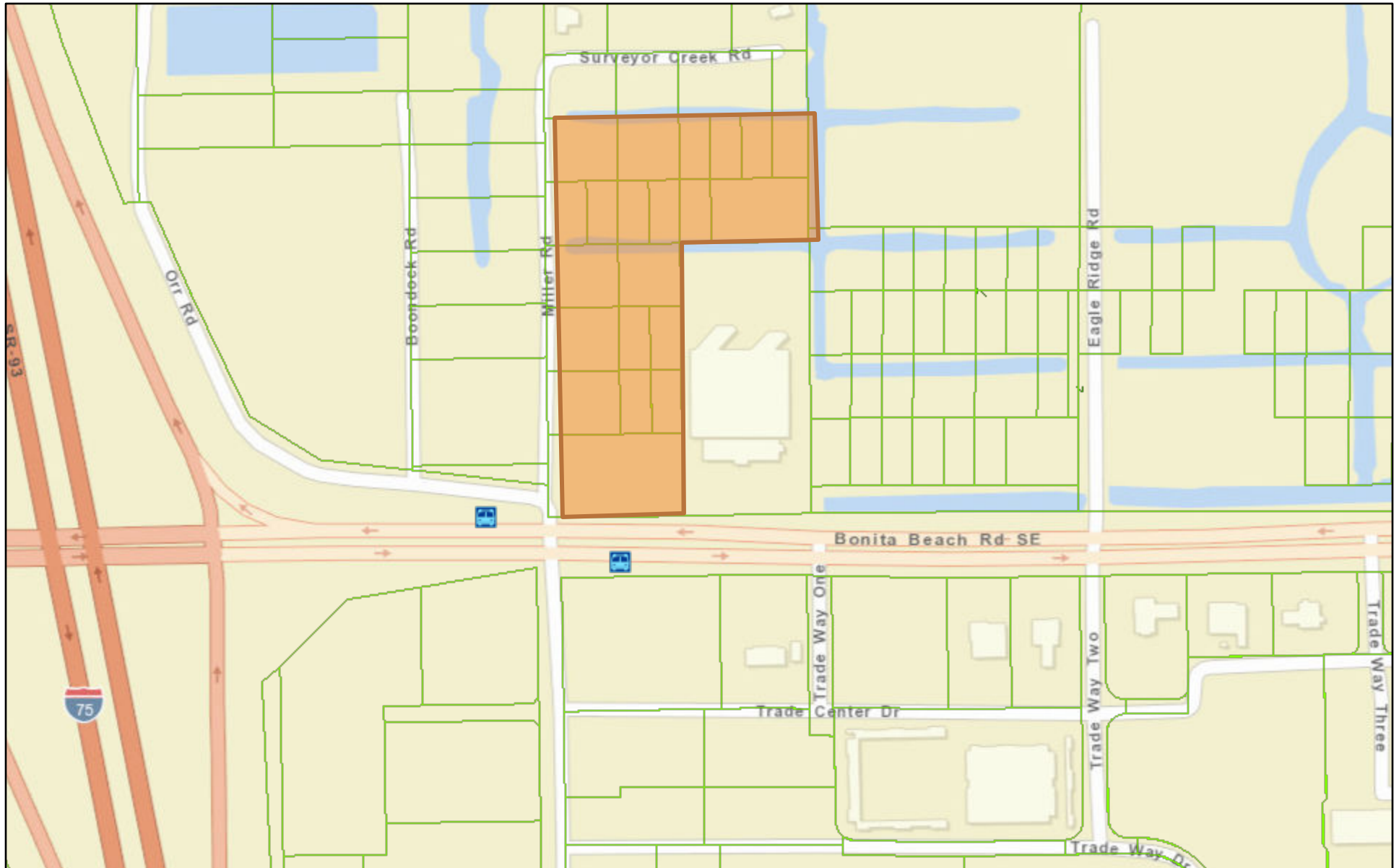
Easement

Type 1	Drainage
Type 2	Maintenance
Instrument Number	2005000129782
OR BK/PG	
Width (FT)	
Acres	4.74
Comment 1	
Comment 2	
Grantor	CM Realty LLC
Grantee	City of Bonita Springs
Legal Document	More info

[Zoom to](#)

St. James Development CPD

Exhibit IV-A Public Transit Route Map



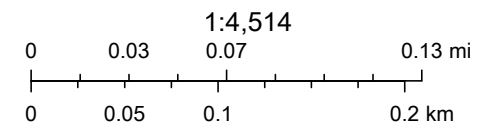
5/3/2023, 4:00:30 PM

- Subject Property
- Parcel Hooks
- Condo Building
- Parcel Lines

Project is located in the Bonita Springs MoD Service Area - Route 600 runs along Old 41 Road



LeeTran Bus Stops



University of South Florida, County of Collier, County of Lee, FL, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

St. James Development RPD/CPD

Exhibit II-E-2 – Narrative how complies with comp plan Exhibit IV-D – Description of proposed development

Sec. 4-295. Application.

- (a) *Minimum required information for all planned development zoning applications.* Rezoning applications for planned developments must include the following information, supplemented, where necessary, with written material, maps, plans, or diagrams. Wherever this section calls for the exact or specific location of anything on a map or plan, the location must be indicated by dimensions from an acceptable reference point, survey marker or monument.
- (5) *Explanation.* A narrative explanation as to how the proposed development complies with the Bonita Plan, the design standards set forth in section 4-325, and the guidelines for decision-making embodied in section 4-131.

The subject project, which is located in the northeast quadrant of Miller Road and Bonita Beach Road, is currently zoned St. James Development CPD (ZO-15-01).

The property is designated Interchange Commercial on the City of Bonita Springs Future Land Use Map, which permits a wide range of commercial and residential land uses. Policy 1.1.15, Interchange Commercial, of the Future Land Use Element indicates that this land use category is intended for uses that serve the traveling public, including gas/convenience, restaurants and a range of tourist related commercial uses. Policy 1.1.15 also permits multi-family residential development at a standard maximum density of 10 du/ac and up to 15 du/ac with the use of bonus density. The proposed density is 15 du/ac. The property is also located within the Interchange Zone of the Bonita Beach Road Corridor Overlay. The proposed RPD/CPD includes residential and commercial uses consistent with those permitted in Section 4-898 of the LDC.

LDC Section 4-272 requires that projects within the Interchange Commercial land use category must be rezoned as a Development of City Impact. Although ZO15-01 remain an active planned development, the applicant is submitting the proposed RPD/CPD as a rezoning application rather than a PD amendment.

The applicant is proposing an RPD with a multi-family residential component for up to 136 dwelling units. The CPD will provide for up to 105,000 square feet for mini-storage or a maximum of 25,000 square feet if any use other than mini-storage is developed on the property. The existing St. James CPD permits up to 199,000 square feet of miscellaneous commercial uses, including mini storage.

The application will seek 136 multi-family dwelling units, which is approximately 15 du/ac. An affordable housing bonus density agreement will be filed separately for the 45 bonus units. A maximum of 105,000 square feet of commercial uses consistent with those permitted in Section 4-898 of the Bonita Beach Road Corridor Overlay are proposed for the CPD. The RPD portion of the project will include an amenity area, which will include a clubhouse containing the rental apartment leasing offices, as well as indoor fitness facilities, meeting space and restrooms. The outside of the amenity area will feature a swimming pool with shade structures. The amenity area

is designed to be accessible to all residents of the community via internal pedestrian facilities. The amenities are not designed to serve the commercial uses within the project; however, having commercial in close proximity to the residential use is seen as beneficial for the residents. Having the commercial component easily accessible by foot or automobile provides convenient employment or shopping opportunities for the residents of the RPD.

The proposed rental apartments will be a maximum of 3 stories in height. The amenity building will be a single-story building. The commercial buildings will have a proposed height limitation of 50 feet which will provide for 3 story maximum heights. These proposed heights are compatible with the existing CPD and approved residential dwellings located within the Bonita 75 RPD/CPD, which has been approved for 4 story residential dwelling units. The project will remain compatible with the residences located at the terminus of Miller Road north of the RPD/CPD due to the strategic location of the proposed open space areas on the site and the presence of lands owned by the public located between the RPD/CPD and these home sites.

The property is located in the Interchange Commercial FLU Category, and it is located just east of the I-75 northbound entrance ramp. While the project does have direct frontage on Bonita Beach Road, it does abut the unrecorded Miller Road, which will serve as the primary project entrance. The proposed uses are oriented to Bonita Beach Road as close as feasible. Due to the proposed mini-storage use, a 30 feet wide buffer is required per the LDC; however, this is in conflict with the maximum building setback of 25' required by the Bonita Beach Road Corridor Overlay. A deviation to provide for a reduced buffer width has been requested due to the discrepancies of the overlay and LDC requirements in order to provide the maximum 25' setback consistent with the overlay.

The site consists of approximately 9.26 acres. The entire site has been previously impacted by past usage. As such, most of the site lacks any native habitat. Most of the site has been altered. The site does have some scattered canopy trees of live oaks, Slash pines and cabbage palms. However, there is little to no ground cover and/or midstory. A tree survey was conducted. To date, the site has cleared areas with remnants of past structures and debris. The applicant has provided an indigenous preserve area in the area that contains the highest quality vegetation.

A proposed condition for revegetation within the floodway is anticipated and consistent with the proposed MCP.

Sec. 4-131. Zoning board standard for review.

(d) *Zoning matters.*

- (3) *Findings.* Before preparing their recommendation to the city council on a rezoning, the zoning board must find that:
 - a. The applicant has proved entitlement to the rezoning or special exception by demonstrating compliance with the Bonita Plan, this Land Development Code, and any other applicable code or regulation;

The proposed rezone to permit the commercial and multifamily residential uses is consistent with the Bonita Springs Comprehensive Plan.

Policy 1.1.15, Interchange Commercial provides for a wide variety of commercial land uses and also provides for multifamily residential development. The proposed RPD/CPD rezone will reduce the amount of commercial square footage from that currently approved on the site. The current zoning permits a maximum of 199,000 square feet of commercial uses and this will be reduced to a maximum of 25,000 square feet of commercial land uses or up to 105,000 square feet if developed with a mini-warehouse use. The schedule of uses has been amended to add 136 multifamily dwelling units. Development standards for the residential dwellings have also been added to the RPD/CPD. The proposed 15 du/ac density is consistent, with the FLUC density with the use of bonus units, is within the permissible maximum density per Policy 1.1.15.

Future Land Use Policy 1.1.2, Density, Affordable Housing Density Bonus and Wetlands Transfer identifies that property designated Interchange Commercial are eligible for up to 5 du/ac bonus units. The applicant intends to use the payment in lieu of process to obtain the 45 bonus units. The project at the standard maximum density of 10 du/ac is eligible for 91 dwelling units. This RPD/CPD application proposes a total of 136 dwelling units and is within the allowable density range. A separate application for the bonus density will be filed for the project.

Future Land Use Policy 1.7.6 supports protection of environmentally sensitive lands. The property is not adjacent to the Imperial River/Keel Canal; however, the northernmost portion of the RPD/CPD is within a FEMA designated floodway. This area is identified on the MCP and no structures will be placed within this portion of the site. This area will be utilized for floodplain compensation and replanting with native vegetation in accordance with the LDC provisions for open space. The use of this area is consistent with Policy 1.7.6.

Policy 1.11.1 establishes LOS standards. There are no existing or projected LOS deficiencies for public facilities associated with this RPD/CPD rezone. A Traffic Impact Analysis has been prepared for the RPD/CPD and concludes that the reduction of commercial uses and addition of the proposed 136 multifamily dwelling units reduces traffic over that for the commercial only planned development.

Objective 1.16. and Policies 1.16.1 - 1.16.6 reference the establishment of the Bonita Beach Road Corridor and Bonita Beach Road Corridor Map and implementing regulations in the Land Development Code. The RPD/CPD is within the Interstate Zone on the Corridor Map. This area is also referred to as the "Gateway Zone".

The proposed commercial and residential uses are consistent with the permitted uses for the corridor as identified in Section 4-898, Table 4-898 of the LDC, except as modified by the proposed deviation. Due to the infill nature of the site and existing and planned development surrounding the site, several of the overlay provisions are not applicable.

The RPD portion of the site is proposed to be developed as a non-gated multifamily community that will not have platted streets or blocks. The CPD has one commercial tract proposed at the Bonita Beach Road intersection with Miller Road. Future

interconnections to Miller Road are shown on the MCP. No blocks within the RPD/CPD will be provided; however, the residential component of the project is walkable and will feature central amenities designed to be easily accessible to all residents including the commercial tract. The project proposes to provide shared joint parking with the commercial component. An interconnection to the east is proposed which aligns with the northern parking/loading area of the neighboring City Mattress manufacturing facility.

The RPD/CPD has proposed uses that are consistent with the current zoning approval. A separate discussion of why the uses are appropriate within the Bonita Beach Road Corridor Overlay is provided in the discussion of special exception criteria.

Pedestrian access from the project entrance to the pathway located in the Bonita Beach Road ROW will be provided. A potential driveway interconnection to the east is identified on the MCP.

Transportation Element

Policy 1.1.3 establishes minimum acceptable Level of Service Standards for roadways. A Traffic Impact Analysis has been prepared by a registered traffic engineer, which finds that the adopted LOS standards will be met based on the intensity of development proposed in the RPD/CPD.

Housing Element

Policy 1.3.2.C and 1.3.2.d acknowledges the use of bonus densities by making a cash contribution dedicated to the provisions of affordable housing. The developer is proposing to make the cash contribution consistent with this policy for 45 bonus density units. The resulting project will not have substantially increased intensities of land use on the perimeter. The project will have open space and indigenous preservation along the northern property boundary nearest the residential neighboring property. The traffic associated with the project will not be required to travel through areas with significantly lower densities. Access to the project will be via Bonita Beach Road/Miller Road. There are adequate public facilities available to service the proposed 136-unit apartment complex. There will be no decrease in open space areas that have any adverse impact to an existing or approved development. The preserve areas are largely located in the areas previously identified as preserves for the commercial-only development scenario. The project is not located in a Category 1 storm surge area; therefore, no storm shelters or other mitigation is required.

Conservation and Coastal Management Element

Policy 7.2.2 provides that large developments will provide 50% of their open space requirement using existing indigenous native vegetation. A scaled credit as identified in LDC Section 3-417 is eligible as an incentive to preserve indigenous habitat. The subject property has been largely cleared in the past and there are 2.46 acres of indigenous

habitat infested with exotic vegetation at 50-75% coverage onsite including 0.15 acres of wetlands. The existing CPD was previously approved with a preservation area that included indigenous trees. The proposed RPD/CPD increases the preservation area required due to the requirement to provide 20% open space for commercial and 40% for residential. A condition is proposed to address restoration and heritage tree preservation.

Objective 7.4 requires that the City protect habitats of endangered and threatened species. A listed species survey was conducted on the property as recently as May 2023. No listed species were observed on the property during the listed species survey. As discussed in the report the site contains poor quality indigenous habitat infested with exotic vegetation at 50-75% coverage and is located near I-75 and Bonita Beach Road, making the site not preferred habitat to any listed species.

There are no known archeological sites on the property. The site has been previously developed and there are 2.46 acres of poor-quality indigenous habitat communities remaining on the site. The applicant will be working with staff and the Tree Advisory Board to address the retention and/or relocation of native trees on-site.

- b. The request will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request;

There are no performance or locational standards for the uses. The proposed uses are to be sited in a compatible manner with the surrounding community but taking into account the relationship with the adjacent roads and private access.

- c. The request, including the use of TDR or affordable housing bonus density units, is consistent with the densities, intensities and general uses set forth in the Bonita Plan;

The proposed use of affordable housing bonus density units will be in compliance with the LDC and Comprehensive Plan. Staff has provided direction to the applicant for their use and such application is a companion item to this zoning application. A narrative and draft agreement is provided separately.

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

The surrounding areas are low density residential to the north. The area to the east is an existing commercial CPD. Shared access is planned with that use through improvement to Miller Road.

The proposed RPD/CPD is also consistent with the required criteria in LDC 4-299(2)a-c. The proposed mix of uses are appropriate at the subject location. All uses are consistent with the Interchange Commercial Future Land Use Category, and the density is within the density range associated with this land use category. The location is appropriate for higher density rental apartments given the proximity to I-75 and Bonita Beach Road, allowing for easy access to employment and close proximity to local goods and services.

The proposed development standards, buffers, and location of open spaces provides sufficient safeguards to the public interest. The residential portion of the site will be separated from the few single-family homes located to the north by the water management area, a large flood plain compensation area and re-created preservation area. The staff recommended conditions are related to the impacts on the public interest created by the proposed RPD/CPD. The commercial uses will also be accessible to the residents of the RPD.

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

The traffic impact statement (TIS) submitted with this application confirms the proposed uses will not have an adverse impact on capacity.

- f. Where applicable, the request will not adversely affect environmentally critical areas and natural resources;

The site was previously cleared for agriculture homesteads in the 1970s and 1980s. No indigenous area remains, however individual indigenous trees do exist. The limits of the floodway have been identified on the MCP. No development will occur within the floodway with the exception of revegetation with ground cover.

- g. In the case of a planned development rezoning, the decision of the zoning board must also be supported by the formal findings required by section 4-299(a)(2) and (4);

Acknowledged.

- h. The zoning board must also find that public facilities are, or will be, available and adequate to serve the proposed land use.

Acknowledged.

Special Exception Analysis:

The St. James CPD is an unexpired CPD that currently authorizes a mini warehouse use that now under the Bonita Beach Road Corridor Overlay, Interstate Zone requires analysis of the use as a Special Exception. The applicant's proposed RPD/CPD does modify the location of the proposed mini warehouse; however, it reduces the proposed square footage of the proposed mini warehouse use from 129,000 square feet to 105,000 square feet. The building has been oriented toward Bonita Beach Road consistent with the setback provisions of the overlay.

The drive-thru use was approved for the CPD prior to the adoption of the Bonita Beach Road Corridor Overlay standards. The drive-thru use is appropriate within the I-75 Interchange area as it

is a high traffic volume area and the convenience of having drive-thru uses in this area is consistent with the description of the Interchange Commercial Future Land Use Category.

The existing CPD and proposed RPD/CPD includes convenience food and beverage use which under the overlay requires a special exception. The use remains a viable option for the site given the project location.

The applicant has analyzed the Special Exception criteria below.

a. Whether there exists an error or ambiguity which must be corrected;

Yes, there are changing conditions that make the use and request appropriate. The St. James CPD was approved in 2008, with a schedule of uses which included up to 129,000 square feet of mini warehouse use. In 2019, the City of Bonita Springs adopted the Bonita Beach Road Overlay, which established mini warehouse as a Special Exception use for the Interstate Zone area of the Overlay. The approved CPD remains an unexpired and valid CPD. The applicant wishes to include the above described uses in the RPD/CPD and due to the proximity of the property to the Bonita Beach Road/I-75 Interchange, as well as the continued increase in residential uses along the Bonita Beach Road corridor, east of I-75, the uses are logical and complementary for the area.

- a. There is not an error or ambiguity that must be corrected. The applicant wishes to retain the previously permitted mini-storage, drive-thru, and convenience food and beverage uses and has retained the uses in the schedule of uses.
- b. The site is served by urban services and the proposed modification of the intensity of uses actually reduces the overall vehicular trips associated with the project.
- c. Staff has previously supported the uses and these are appropriate uses within the Interchange Commercial Future Land Use Element.
- d. The PD was originally approved prior to the adoption of the Bonita Beach Road Corridor Overlay; however, the PD remains valid. No objections to the retention of the uses have been made by nearby residents.

b. Whether urban services, as defined in the Bonita Plan, are, or will be, available and adequate to serve a proposed land use change, when reviewing a proposed change to a future urban area category;

The applicant has relied on the previously approved CPD documents and sound planning principles that establish the proposed mini warehouse, drive thru, and convenience food and beverage uses as appropriate uses from a land use perspective given the proximity to I-75 and Bonita Beach Road. Further the Traffic Impact Analysis prepared in support of the proposed RPD/CPD demonstrates that the overall vehicular impact of the proposed RPD/CPD is reduced with the proposed elimination of retail uses and the reduction of the mini warehouse use. The uses are consistent with the Bonita Springs Comprehensive Plan, Interchange Commercial Future Land Use Designation.

- c. *Whether a proposed change is intended to rectify errors on the official zoning map;*

Staff has previously supported the proposed uses, and it is recognized that there are reduced traffic impacts associated with the proposed mix of land uses for the site as an RPD/CPD compared to the previously approved CPD zoning.

- d. *Whether there exist changed or changing conditions that make approval of the request appropriate;*

At the time of application, the applicant had conducted its required neighborhood meeting. No objections were made by the attendees. A second information meeting will be held prior to the zoning board public hearing. As previously discussed, the uses were approved prior to the establishment of the Bonita Beach Road Corridor Overlay. The uses remain viable commercial uses in a location that will serve the growing population of Bonita Springs.

- e. *Whether the request is consistent with the goals, objectives, policies, and intent of the Bonita Plan;*

Yes, the property is located within the Interchange Commercial Future Land Use Category which permits a wide variety of commercial, industrial and residential land uses. The proposed uses have been previously found to be consistent with the Bonita Springs Comprehensive Plan. The uses remain consistent with the comprehensive plan.

- f. *Whether the request meets or exceeds all performance and locational standards set forth for the proposed use;*

There are no performance standards established for the mini warehouse, convenience food and beverage, or drive thru uses. There are buffering standards in the LDC for the proposed mini-warehouse use. The applicant has requested a deviation from the landscape standards required for mini warehouse uses along Miller Road and Bonita Beach Road. The buffer width along Bonita Beach Road will be reduced in order to provide a turn lane and sidewalk required by Lee DOT; however, there will be no reduction in the quantity of landscaping planted within the buffer. A cross-section of this proposed buffer has been separately provided. The Miller Road landscaping will occur in a type 'D' 10' wide buffer due to the location of the Miller Road Right-of-Way.

- g. *Whether the request will protect, conserve or preserve environmentally critical areas and natural resources;*

There are no environmentally critical areas or natural resources found on the site. The RPD/CPD will continue to provide the LDC required on-site indigenous vegetative preservation area.

- h. *Whether the request will be compatible with existing or planned uses;*

The proposed uses have previously been determined to be compatible with surrounding land uses and continue to be compatible with the adjacent RPD/CPD and light manufacturing uses. The size of the mini warehouse use is being reduced and relocated to be closer to Bonita Beach Road. The use will be separated from the adjacent properties to the east and west by required landscape buffers and the Miller Road ROW to the west. All properties located to the east and west of the property are also located within the Interchange Commercial Future Land Use Category.

- i. *Whether the request will cause damage, hazard, nuisance or other detriment to persons or property;*

The proposed uses will not cause damage, hazard, nuisance or other detriment. The use has been authorized on the property since 2008 and there have been no objections to the proposed use.

- j. *Whether a requested use will be in compliance with all general zoning provisions and supplemental regulations pertaining to the use as set forth in LDC Chapter 4.*

The proposed uses will be developed in compliance with all development standards adopted for this planned development. The site is also subject to the Bonita Beach Road Overlay, which has various development standards regulating setbacks, parking and building orientation. The project has been designed to be consistent with the provisions of the overlay, except as identified in the proposed deviation, due to non-applicability of certain provisions of the overlay to this site.

Chapter 4-325 Consistency:

The RPD/CPD as proposed is in compliance with the General Standards for Planned Developments found in Chapter 4-325.

- a. All planned developments shall be consistent with the provisions of the Bonita Plan.

As discussed in the Chapter 4—295 analysis, the project is consistent with the Bonita Springs Comprehensive Plan.

- b. All planned developments, unless otherwise excepted, shall be designed and constructed in accordance with the provisions of all applicable city development regulations in force at that time.

Except as approved by deviation, the planned development is designed and will be consistent with applicable City regulations in effect at the time of Development Order approval.

- c. The tract or parcel proposed for development under this article must be located so as to minimize the negative effects of the resulting land uses on surrounding properties and

the public interest generally, and must be of such size, configuration and dimension as to adequately accommodate the proposed structures, all required open space, including private recreational facilities and parkland, bikeways, pedestrian ways, buffers, parking, access, on-site utilities, including wet or dry runoff retention, and reservations of environmentally sensitive land or water. In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian and cyclist activity and community interaction.

The RPD/CPD MCP identifies the areas to be developed for MF residential and commercial uses consistent with the Bonita Beach Road Corridor Overlay. The MCP also identifies areas of preservation, open space, and water management. Building heights, building square footage and the number of dwelling units are identified on the MCP consistent with the overlay. Sidewalks will be provided on Miller Road in compliance with the City's complete streets initiative. Please see the proposed cross-section for the improved Miller Road.

- d. The tract or parcel shall have access to existing or proposed roads:
- (1) In accordance with chapter 3 and as specified in the Bonita Plan traffic circulation element or the official trafficways map of the county;
 - (2) That have either sufficient existing capacity or the potential for expanded capacity to accommodate both the traffic generated by the proposed land use and that traffic expected from the background (through traffic plus that generated by surrounding land uses) at a level of service D or better on an annual average basis and level of service E or better during the peak season, except where higher levels of service on specific roads have been established in the Bonita Plan; and
 - (3) That provide ingress and egress without requiring site-related industrial traffic to move through predominantly residential areas.

Primary project access will be via the unrecorded Miller Road, which will be improved from Bonita Beach Road to the proposed residential project entry by either the applicant or the developer of the adjacent Bonita 75 project. Miller Road connects to Bonita Beach Road at an existing location matching that shown on the MCP. The TIS prepared for the proposed RPD/CPD concludes that fewer trips are generated from the proposed project that includes MF residential dwellings versus the existing CPD which has no residential component. No LOS roadway issues result from the project.

- e. If within the Lee Tran public transit service area, the development shall be designed to facilitate the use of the transit system.

There is a Lee Tran stop just west of the Miller Road connection on Bonita Beach Road. However, Lee Tran has changed their service and no longer has a dedicated route along Bonita Beach Road west of Old Road 41. Lee Tran offers an On Demand Transit service

where riders can be picked up anywhere within the ODT service area. The RPD/CPD will provide a pedestrian connection to the existing transit stop.

- f. Development and subsequent use of the planned development shall not create or increase hazards to persons or property, whether on or off the site, by increasing the probability or degree of flood, erosion or other danger, nor shall it impose a nuisance on surrounding land uses or the public's interest generally through emissions of noise, glare, dust, odor, air or water pollutants.

The proposed RPD/CPD will not create hazards to persons or property off-site. No ERP has been approved for the site; however, one will be required prior to initiation of site work. Glare, dust and odor will not be issues as the site is less intense than originally approved.

- g. Every effort shall be made in the planning, design and execution of a planned development to protect, preserve or to not unnecessarily destroy or alter natural, historical or archaeological features of the site, particularly mature native trees and other threatened or endangered native vegetation. Alteration of the vegetation or topography that unnecessarily disrupts the surface water or groundwater hydrology, increases erosion of the land, or destroys significant wildlife habitat is prohibited. That habitat is significant that is critical for the survival of rare, threatened or endangered species of flora or fauna.

There are no known archeological sites on the property. The site has been previously developed and there are no native vegetation communities remaining on the site. The applicant will be working with staff and the Tree Advisory Board to address the retention and/or relocation of native trees on-site.

- h. A fundamental principle of planned development design is the creative use of the open space requirement to produce an architecturally integrated human environment. This shall be coordinated with the achievement of other goals, e.g., the preservation or conservation of environmentally sensitive land and waters or archaeological sites.

The site has been designed to utilize open spaces for integration of the human environment. The dry detention areas will be designed to provide areas for human and pet use during the dry season.

- i. Site planning and design shall minimize any negative impacts of the planned development on surrounding land and land uses.

The site has been designed to have no impact on surrounding uses. Building heights, setbacks and placement of open space areas are utilized to reduce any negative impacts.

- j. Where a proposed planned development is surrounded by existing development or land use with which it is compatible and of an equivalent intensity of use, the design emphasis

shall be on the integration of this development with the existing development, in a manner consistent with current regulation.

The RPD/CPD has been designed to share the primary access (Miller Road) with the neighboring Bonita 75 RPD/CPD. A potential driveway interconnection to the east has been identified on the MCP.

- k. Where the proposed planned development is surrounded by existing development or land use with which it is not compatible or which is of a significantly higher or lower intensity of use (plus or minus ten percent of the gross floor area per acre if a commercial or industrial land use, or plus or minus 20 percent of the residential density), or is surrounded by undeveloped land or water, the design emphasis will be to separate and mutually protect the planned development and its environs.

The uses located within the RPD/CPD have been designed to lessen any impact to neighboring properties by placing the residential component in closer proximity to surrounding homes and the commercial component has been significantly reduced in square footage and overall intensity. The residential remains separated from homes to the north by open space/preservation areas.

- l. In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian activity and community interaction.

The project is approximately 9.26 acres in size and due to the residential use as an apartment complex it is not possible to create subunits. The site will be arranged so that all residents will have good access to project amenities.

- m. In order to enhance the viability and value of the resulting development, the designer shall ensure the internal buffering and separation of potentially conflicting uses within the planned development.

Buffers will be provided as identified on the MCP. The master developer intends to develop an integrated community with the small commercial property being developed in a complementary manner for the residents and public.

- n. Density or type of use, height and bulk of buildings and other parameters of intensity should vary systematically throughout the planned development. This is intended to permit the location of intense or obnoxious uses away from incompatible land uses at the planned development's perimeter, or, conversely, to permit the concentration of intensity where it is desirable, e.g., on a major road frontage or at an intersection.

The perimeter of the RPD/CPD is protected by the placement of open space areas including buffers, vegetation preservation and water management areas.

- o. Unless otherwise provided for in this article, minimum parking and loading requirements shall be as set forth in article VI, divisions 25 and 26, of this chapter. Where it can be reasonably anticipated that specified land uses are generators of occasional peak demand for parking space, a portion of the required parking may be pervious or semi-pervious surfaces subject to the condition that it be constructed and maintained so as to prevent erosion of soil. In all cases, however, sufficient parking shall be provided to prevent the spilling over of parking demand onto adjacent properties or rights-of-way at times of peak demand.

Parking is intended to be developed at a ratio consistent with that needed for the development. A parking deviation has been requested consistent with other rental apartments they have previously developed. A deviation is also requested to reduce the required parking for the mini-warehouse use. The current LDC greatly overparks this use based on use characteristics for indoor storage. The applicant proposes joint/shared parking between the RPD/CPD areas.

- p. Joint use of parking by various land uses within the planned development may be permitted by special condition where it can be demonstrated or required that the demand for parking by the various uses will not conflict. Joint parking agreements between uses within and uses without the planned development shall be governed by agreement per general regulation (see section 4-1730), without exception.

All areas within the residential development area will share joint use of the parking lots. No parking agreement is necessary as it will be under singular ownership.

- q. Internal consistency through sign control, architectural controls, uniform planting schedules and other similar controls is encouraged.

The Developer will establish the signage, architecture and planning schedule which will insure internal consistency.

St. James Development RPD/CPD

Property Development Regulations

Development of this RPD/CPD will comply with the following Property Development Regulations:

	<u>CPD TRACT</u>	<u>RPD TRACT</u>
MINIMUM AREA DIMENSION:		
MINIMUM LOT AREA:	10,000 SQ. FT.	N.A.
MINIMUM LOT DEPT:	100 FEET	N.A.
MINIMUM LOT WIDTH:	100 FEET	N.A.
MINIMUM BUILDING SETBACKS: *1		
STREET/FRONT (PUBLIC ROAD): *2	25 FEET	25 FEET
STREET (PRIVATE ROAD):	20 FEET	25 FEET
SIDE YARD:		
PRINCIPAL:	15 FEET	15 FEET
ACCESSORY:	5 FEET	5 FEET
REAR YARD:		
PRINCIPAL:	20 FEET	20 FEET
ACCESSORY:	5 FEET	10 FEET
PROJECT PERIMETER SETBACK:	20 FEET	20 FEET
PRESERVE:	30 FEET	30 FEET
MAXIMUM BUILDING HEIGHT:		
PRINCIPAL:	50 FEET	50 FEET
ACCESSORY:	25 FEET	25 FEET
MAXIMUM LOT COVERAGE:	45%	40%
MINIMUM BUILDING SEPARATION: *3		
PRINCIPAL:	25 FEET	25 FEET
ACCESSORY:	0 FEET	0 FEET

*1 NO SETBACK SHALL BE REQUIRED BETWEEN THE ESTABLISHED COMMERCIAL AND RESIDENTIAL TRACTS.

*2 SEE DEVIATION #6

*3 SEE DEVIATION #7

St. James Development RPD/CPD

Exhibit IV-G Schedule of Uses

2a. Schedule of Uses: CPD Tract (25,000 square feet for commercial if mini storage is not constructed)

Accessory Uses and Structures

Administrative Offices

ATM (automatic teller machine)

Banks and financial establishments, Group I

Broadcast studio, commercial radio and television

Business services, Group I, II

Caretaker's residence

Cleaning and maintenance services (no outdoor storage of fertilizers or cleaning materials)

Clothing stores, general

Clubs, commercial, fraternal, membership organization, private

Contractors and builders, Group I and II

Cultural facilities

Daycare centers, child, adult

Department store

Drive-through facility for any permitted use, except package stores

Drug store pharmacy

Essential Service Facilities, Group I

Excavation, Water retention

Fences, Walls

Food and beverage services, limited

Food stores, Group I

Gift and Souvenir shop

Hardware store

Healthcare facilities, Groups I, II and III

Hobby, toy and game shop

Household and office furnishings, Group I

Laundry or dry cleaning, Group I

Paint, glass and wallpaper

Parking Lot:

Accessory

Temporary

Pet service

Places of worship

Real estate sales office

Recreational facilities, commercial, Group I

Religious facilities

April 3, 2024

Exhibit IVG Schedule of Uses-r4.docx



GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects

Q. Grady Minor & Associates, P.A.

3800 Via Del Rey, Bonita Springs, FL 34134 • 239-947-1144 • engineering@gradymenor.com • www.gradymenor.com

Page 1 of 2

Page 186

Repair shops, Group I and II
Restaurant, fast food
Restaurants, Groups I, II and III
Retail and wholesale sales, when clearly incidental and subordinate to a permitted principal use on the same premises
Schools, Commercial
Signs in accordance with the City of Bonita Springs' LDC Chapter 6 as amended
Social services, Group I
Specialty retail shops, All groups
Storage, indoor
Studios
Temporary uses, limited to sidewalk sale for on-site retail businesses, incidental garage sale for the mini/self: storage business, temporary construction trailers
Variety store
Warehouse, Mini-warehouse, Private, and Public (105,000 s.f. maximum)
Wireless communication facilities

2b. Schedule of Uses: RPD Tract (136 dwelling units)

Multi-family residential
Accessory uses and structures
Essential services
Parking lot, accessory (may include carports or enclosed garages)
Recreational facilities, private on-site and personal
Signs in accordance with the City of Bonita Springs' LDC Chapter 6 as amended

St. James Development RPD/CPD

Exhibit IV-H Deviations and Justifications

1. Deviation 1 seeks relief from LDC Sec. 3-418. (d) (4), buffer types, which requires a 15-foot-wide Type 'D' landscape buffer adjacent to a ROW to instead allow a 10-foot-wide Type 'D' buffer adjacent to the Miller Road ROW.

Justification:

Providing a 15' wide buffer where the proposed residential portion of the project will be across from the residential area of the Bonita 75 project is not necessary for buffering the two similar residential projects. Further, this portion of Miller Rd. is a private roadway that only serves Bonita 75, St. James and two single family homes. A 15' wide buffer from this two-lane roadway is unnecessary as the roadway will be a very low volume road.

2. Deviation 2 seeks relief from LDC Sec. 4-2074. (a) (1), self-storage facilities, which requires where self-storage facilities abut a public right-of-way the landscape buffer shall be a minimum of 30 feet in width with six trees per 100 lineal feet to instead allow a minimum of 10 feet in width adjacent to Miller Road and 22 feet adjacent to Bonita Beach Road.

Justification:

The relief from the special buffer requirements for self-storage facilities is applicable to the area abutting Miller Road, which is a private ROW easement serving the adjacent commercial portion of the Bonita 75 CPD/RPD and the area abutting Bonita Beach Road. The proposed 10' wide buffer adjacent to Miller Road is sufficient to plant the required plant material required for self-storage facilities, while permitting the St. James project to assist with utility and ROW easements necessary for providing water and sewer connections for both Bonita 75 and St. James, as well as the relocation of Orr Road. The vegetative material in the 10' wide buffer along Miller Road will provide the screening intended in LDC 4-2074. Lee DOT which has jurisdiction for Bonita Beach Road is requiring a right turn lane for Miller Road with compensating right-of-way and a 10-foot-wide sidewalk. The included cross-section of the ROW improvement demonstrates that the buffer can be established at 22 feet in width without impacting the proposed indoor mini storage building. The 22-foot provided buffer will continue to meet the berm and vegetative standards required in the LDC.

The relief is also applicable to the area abutting Bonita Beach Road, where the 30-ft buffer will be encumbered by a maximum 8-ft sidewalk easement to accommodate the Lee DOT sidewalk requirement along Bonita Beach Road. The remaining 22-ft in width will accommodate the necessary landscape material and berm, as required by LDC4-2074. For precise clarification, the turn lane taper will require an encumbering sidewalk easement encroachment to range from 0-ft to 8-ft, with the vast majority being an 8-ft encroachment.

3. Deviation 3 seeks relief from LDC Sec. 4-2074. (a) (2), self-storage facilities, which requires Where self-storage facilities abut residentially zoned properties, a type "F" buffer must be provided in accordance with section 3-418 to instead allow no buffer between the commercial and residential areas within the PD.



Justification:

Relief from the buffer standard for the residential/commercial interface is warranted because the master developer will be developing both the proposed residential and commercial components of the project, and it is intended that the parking areas and drive aisles will be shared between the commercial and residential areas. The residential is being developed in an urban setting and within the Interchange Commercial Future Land Use Category, which allows both intensive commercial and residential land uses.

4. Deviation 4 seeks relief from LDC Sec. 4-1732. (1) c., Required Parking for Multiple-family buildings, which requires parking at a ratio of 1.5 spaces per unit for each 1BR unit, 1.75 spaces per unit for each 2BR unit and 2 spaces per unit for a 3BR unit, with an additional 10% of the total required units to be guest parking, to instead allow a parking ratio of 1.67 spaces per unit as the required parking for the project.

Justification:

The applicant is proposing to construct 136 rental apartments of which approximately 74 will be 1-bedroom units and 62 will be 2-bedroom units. A total of 227.2 parking spaces, at 1.67 spaces per unit will be available for the rental apartments and 6.8 parking spaces, at 1 space per 20,000 square feet, will be available for the adjacent indoor mini storage facility. The 1.67 spaces per unit is consistent with other rental complexes in the City of Bonita Springs and is comparable to other projects developed by the applicant. Given the close proximity to employment opportunities within the interchange area and the access to the existing pedestrian network and Lee Tran stop, the proposed 1.67 spaces per unit will be sufficient. Further, the parking analysis prepared by JMB Transportation concludes the 1.67 spaces per unit exceeds ITE standards for multi-family dwellings. Further, the use of electric bikes has increased rapidly and will provide an alternative to use of automobiles for work, shopping, and recreational activities. Therefore, the applicant will provide additional bike racks within the complex.

5. Deviation 5 seeks relief from LDC Sec. 4-1732. (3) g., required spaces for mini warehouses, which requires one space per ten storage cubicles, with a minimum of five spaces to instead allow the parking to be calculated at one space per 20,000 square feet of indoor storage area and one space per 300 square feet of office area.

Justification:

The parking reduction to allow the required parking to be provided based on the indoor storage area and office areas is the same standard utilized by Collier County. It is well documented that the traffic volumes associated with the indoor mini-warehouse use are extremely low. The proposed mini-warehouse use will be designed to provide for an indoor loading/unloading area, providing additional area for patrons to utilize, also reducing the necessity to provide additional parking. Modern storage facilities offer a wide variety of storage options ranging in size from locker type storage to climate-controlled wine storage, and even garage size storage. Parking based on the number of storage units within the building overparks a facility. The standard used by Collier County seems to provide adequate parking without issue for the many years the standard has been in place and is what is utilized for this deviation request. The peak usage for mini storage is during daytime hours which is not in conflict with apartment peak hours which are evenings.

6. Deviation 6 seeks relief from LDC Section 4-899, Site Design Standards for the Bonita Beach Road Corridor Overlay, which establishes property development regulations for the Interstate Zone, to

allow deviations as noted below due to the configuration of the infill parcel, proximity to surrounding development, type of development proposed within the RPD/CPD.

Maximum Block Size/Block layout plan

The RPD/CPD does not propose to plat any public or private streets; therefore, no blocks are being created within the project. The site does contain driveways which have been arranged in a manner permitting pedestrians and vehicles to circulate throughout the project, including the RPD and CPD areas of the project.

Buffering Adjacent property

The RPD/CPD will contain internal driveways which will be buffered from the Miller Road ROW easement by the proposed 10' wide landscape buffer (See Deviation #1). The RPD/CPD will be within 125' of the residential development within the Bonita 75 RPD/CPD. The applicant does not believe that a 6' high wall is necessary at this location as the St. James RPD/CPD internal driveways will be separated from the Bonita 75 RPD/CPD project by the Miller Road and the internal driveways of the Bonita 75 RPD/CPD. The proposed St. James RPD/CPD 10' wide buffer, along with the buffer that will be installed adjacent to the western side of the Miller Road ROW is sufficient buffering and a wall is unnecessary.

Maximum Lot Coverage

The Interstate Zone of the Bonita Beach Road Corridor Overlay establishes a maximum lot coverage of 40% for all uses. The St. James RPD/CPD proposes a maximum lot coverage for the RPD portion of the project to be 40% and the CPD portion to have 45% maximum lot coverage. The overall project will not exceed 40% lot coverage. The CPD portion of the project will exceed the established minimum due to the breakdown of CPD and RPD areas. However, the overall RPD/CPD will meet the maximum lot (building) coverage of 40%.

Maximum Building Setback

There is a conflict between the required mini warehouse buffer requirement of 30' and the maximum setback of 25'. Due to the need to create a deceleration lane, sidewalk, and compensating ROW, the proposed self-storage use will be setback 30' from the compensating ROW, and the landscape buffer for the self-storage use will be 22' with the required landscape material provided within this reduced buffer width. The applicant has prepared a cross section demonstrating the buffer with the required turn lane and landscape improvements necessitates this deviation.

Justification:

The above noted deviations from LDC 4-899 are warranted because the RPD/CPD will not be platting streets or creating blocks. The project will provide vehicular and pedestrian connectivity throughout the project. Buffering as proposed on the MCP does meet the intent for buffering between uses. While the maximum lot coverage of 40% will be exceeded on the CPD tract, the overall RPD/CPD will provide a lot coverage well under the maximum. The deviation is needed because the CPD boundary was drawn simply to identify the area where the ministorage will be developed, yet the RPD and CPD will share common open space, water management and indigenous preserve.

Relief is also requested from the maximum 25-ft building setback to allow for a 30-ft maximum building setback, which would allow the site to have a 30-ft landscape buffer with 8-sidewalk easement encroachment within the landscape buffer and provide a remaining 22-ft to provide the landscape material.

7. Deviation 7 seeks relief from LDC 4-741(d)(4), which establishes that buildings within a PD have building separation equal to the greater of $\frac{1}{2}$ the sum of the building heights or 20', whichever greater to instead allow for buildings within the RPD portion of the planned development to have a minimum building separation of 25'.

Justification:

The deviation is warranted due to a number of factors. A portion of the existing site is located within a flood way, which requires that buildings are placed outside the flood way. Further, the project is retaining indigenous native vegetation in the northern portion of the site thereby requiring building placement in a limited development envelope on the site. The proposed residential buildings have been arranged so that drive aisle and open spaces separate the buildings which results in the 25' building separation. The proposed separation is consistent with building and fire code standards and does not result in any life safety issue.

8. Deviation 8 seeks relief from LDC 3-417 (b) Indigenous Native Vegetation which requires that large projects provide 50% of the required open space as preserved on-site indigenous native vegetation to instead allow for the RPD/CPD to provide the required indigenous native vegetation preservation through a combination of 0.93 acres of on-site preserved indigenous native vegetation habitat and 0.74 acres to consist of restoration of indigenous habitat in areas that are identified as floodplain compensation/open space on the MCP, for a total indigenous habitat preservation area of 1.67 acres.

Justification

The site does contain indigenous native vegetation habitat (Pine – Mesic Oak, Disturbed, Invaded by Exotics (51-75%) and Mixed Wetland Hardwoods); however, these communities and much of the site has been previously impacted including significant disturbances to the land surface with infestation by exotic vegetation in a limited portion of the site. The proposal is similar to that approved for the Bonita 75 CPD to the west of the St. James RPD/CPD, which preserved the best quality of native vegetation on-site and proposed to revegetate areas of the floodplain compensation area with native vegetation in order to provide a contiguous preservation area within the site, and in an area adjacent to off-site native vegetation. The result of the indigenous habitat restoration and on-site preservation will be to meet and exceed the LDC required native vegetation for the RPD/CPD.

TRAFFIC IMPACT STATEMENT

St. James CPD Amendment (City of Bonita Springs, Florida)

February 23, 2023
Revised February 13, 2024

Prepared by:

JMB TRANSPORTATION ENGINEERING, INC.
4711 7TH AVENUE SW
NAPLES, FLORIDA 34119

CERTIFICATE OF AUTHORIZATION NO. 27830

(JMB PROJECT NO. 230116)

TABLE OF CONTENTS

I. Conclusions (<i>Based upon City's Traffic Counts</i>)	2
II. Conclusions (<i>Based upon City's Vested Traffic</i>)	3
Scope of Project	4
Table A - Proposed Land Use Changes	4
Figure 1 - Project Location & Roadway Classification	4.1
Master Concept Plan	4.2
Project Generated Traffic	5
Table B - Net New Trips Generated	5
Table 1 - Trip Generation Computations	5.1
Table 2 - Trip Generation Computations	5.2
Existing + Committed Road Network	6
Project Generated Traffic Distribution	6
Area of Significant Impact	6
Figure 2 - Project Traffic Distribution	6.1
Table 2 - Area of Impact/Road Classification	6.2
2023 thru 2026 Project Build-out Traffic Conditions	7
Table 3 - 2023 thru 2026 Link Volumes	7.1
Table 4 - 2026 Link Volumes/Capacity Analysis	7.2
Appendix A	
Appendix B	

I. Conclusions (*Based upon City's Traffic Counts*)

Based upon the findings of this report, it was concluded that the proposed amendment to St. James CPD will result in a substantial reduction in site-generated trips than previously approved. More specifically, the proposed amendment will displace previously approved and more-intense land uses, which consists of 56,000 square feet of retail, 14,000 square feet of flex space and 129,000 square feet of self-storage space. The proposed amendment will add multi-family land use (i.e., 136-unit apartment complex) which will displace more than half of the allowable retail space and all of the flex space and a slight reduction in the self-storage space. The more-intense existing land uses that could be developed are expected to generate up to 230 new two-way PM peak hour trips and the proposed uses will generate 183 new two-way PM peak hour trips which is a 20% reduction in site-generated trips.

Impacted Roadway Links

Based upon the findings of this report, it was determined that the project's traffic will not have an adverse impact upon Bonita Beach Road. It was determined that the 2026 background plus project traffic on Bonita Beach Road (between I-75 and Bonita Grande Road) will operate at acceptable levels of service at project build-out. More specifically, Bonita Beach Road (between I-75 and Bonita Grande Road) is classified as a four-lane divided arterial having an adopted performance standard of level of service LOS E. A maximum service volume capacity of 2,020 vph for the 100th highest hour peak direction has been established for this road by Lee County Government and the City of Bonita Springs. As depicted on Table 4, Bonita Beach Road will have a 2026 background + project traffic demand of 1,680 vphpd and a v/c ratio of 0.83, which is LOS D.

Site-Related Roadway Improvements

The project proposes constructing two (2) full accesses on Miller Road, which provides right-in/out access to Bonita Beach Road. Improvements to the site's accesses will be determined at the time of obtaining final development permits. All site access improvements will be provided pursuant to the City of Bonita Springs Land Development Code (LDC).

At the request of City staff, an evaluation of the project's impact on the intersection of Trade Way One and Bonita Beach Road was performed under separate cover by TR Transportation Group. Refer to this report's Appendix B. Note, the results of the HCS operational analysis of Trade Way One is the EB left turn/U-turn lane will have a 95% queue demand of 6.5 (7) vehicles and using Lee County's "2-minute arrival" rule (refer to the excerpt from Lee County AC-11-4 in the Appendix) it is 8.4 (9) vehicles. A nine-vehicle queue yields a storage of 225', which can be accommodated at the subject intersection. Although not predicted, if the queue exceeds the available left turn lane capacity, then other downstream U-turn options can be employed to provide additional left turn lane storage capacity; such as at the intersection of Trade Center Way Two and Bonita Beach Road, which is expected to be signalized when warranted.

Also, the HCS analysis gives a vehicle delay for the NB left turns at the subject intersection to be 30 minutes/vehicle, which is grossly inaccurate. This is due to the fact that the HCS software is based upon computational methods established by the Highway Capacity Manual which are used to predict delay and operational thresholds for intersections. It has long been known by experienced users of the HCM methodology and HCS software that once the traffic demand at non-signalized intersections substantially exceeds the standard capacity thresholds then the computational delay results are no longer accurate and can be grossly wrong in predicting delay. In this case, the northbound -to-westbound left turn demand exceeds that movements capacity threshold and will operate at LOS F and the HCS predicts the queue will be 8.5 (9) vehicles during the greatest peak hour demand. The HCS predicts about 30 min/veh delay which would yield a queue of about 30 vehicles vs. the more correctly estimated 9 vehicles. Obviously, the HCS estimated delay is not correct, but it is noted that the approach will operate at LOS F, during the highest peak hours of the day. The intersection has the storage capacity to accommodate the NB left queue, but it is most likely that some motorists will use the Trade Way Two intersection to complete the desired NB-to-WB left turn. When the intersection is signalized, this movement will be safer than performing the northbound left at Trade Way One.

II. Conclusions (*Based upon City's Vested Traffic*)

The City of Bonita Springs' staff claim there is a vested traffic demand of 467 vphpd on Bonita Beach Road (between I-75 and Bonita Grand Road). Staff instructed JMB to analyze project traffic conditions based upon the provided vested trips. The analysis was performed.

Bonita Beach Road (between I-75 and Bonita Grande Road) is classified as a four-lane divided arterial having an adopted performance standard of level of service LOS E. A maximum service volume capacity of 2,020 vph for the 100th highest hour peak direction has been established for this road by Lee County Government and the City of Bonita Springs. As depicted on Table 4, Bonita Beach Road will have a 2026 background + project traffic demand of 1,859 vphpd and a v/c ratio of 0.92, which is LOS E.

Scope of Project

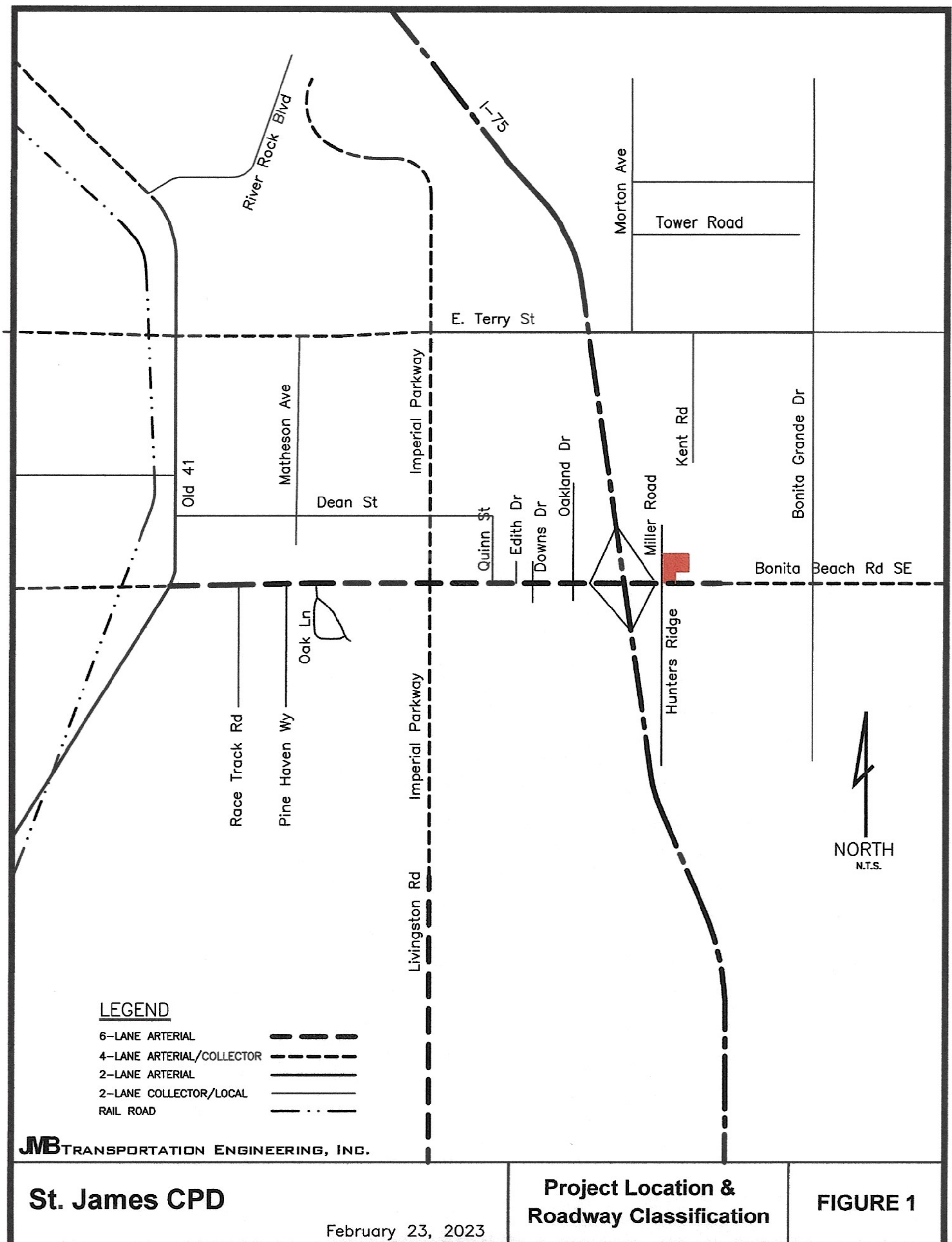
St. James CPD is an existing PUD that is approved for the development of 56,000 square feet of mixed retail space, 14,000 square feet of flex space and 129,000 square feet of self-storage space. The CPD is located on the northeast corner of Miller Road and Bonita Beach Road, within the City of Bonita Springs.

It is proposed to amend the CPD to allow a 136-unit apartment complex and reduce the allowable retail to 25,000 square feet of floor space, eliminate the flex space and reduce the self-storage space.

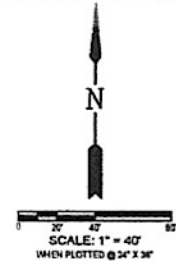
The project proposes constructing two (2) full accesses on Miller Road, which provides right-in/out access to Bonita Beach Road. Improvements at the site's accesses will be determined at the time of obtaining final development permits. All site access improvements will be provided pursuant to the City of Bonita Springs Land Development Code (LDC).

Table A
Proposed Land Use Changes

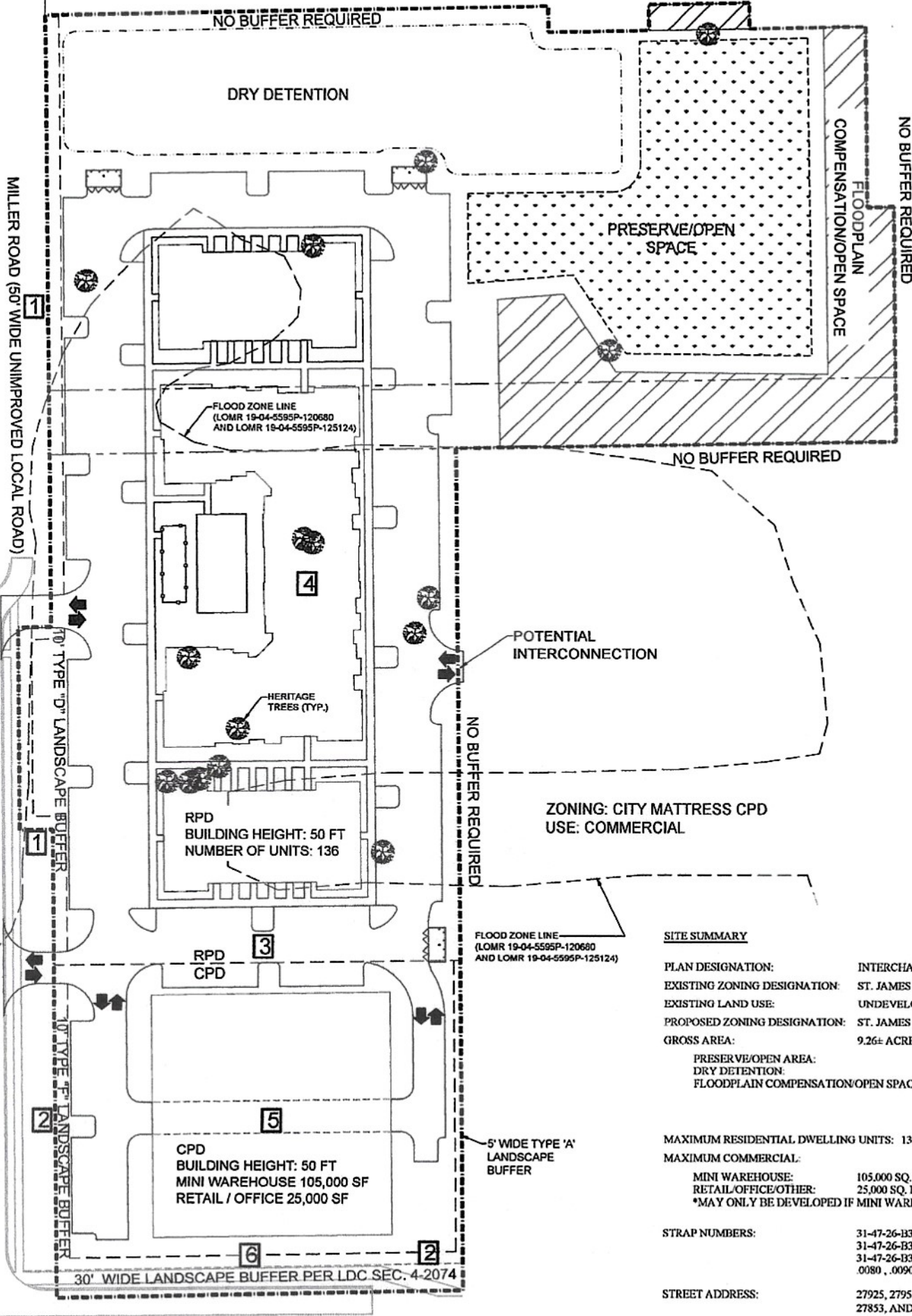
Land Use	Approved	Proposed	Net Change
Multi-Family	0 d.u.'s	136 d.u.'s	(+) 136 d.u.'s
Commercial Retail	56,000 s.f.	25,000 s.f.	(-) 31,000 s.f.
Flex Space	14,000 s.f.	0 s.f.	(-) 14,000 s.f.
Self-Storage	129,000 s.f.	105,000 s.f.	(-) 24,000 s.f.



ZONING: AG-2, AGRICULTURAL
USE: SINGLE FAMILY RESIDENTIAL



ZONING: MPD
USE: UNDEVELOPED



SITE SUMMARY

PLAN DESIGNATION: INTERCHANGE COMMERCIAL
EXISTING ZONING DESIGNATION: ST. JAMES DEVELOPMENT CPD
EXISTING LAND USE: UNDEVELOPED
PROPOSED ZONING DESIGNATION: ST. JAMES DEVELOPMENT CPD/RPD
GROSS AREA: 9.26± ACRES
PRESERVE/OPEN AREA: 0.93± ACRES
DRY DETENTION: 0.91± ACRES
FLOODPLAIN COMPENSATION/OPEN SPACE: 0.75± ACRES

MAXIMUM RESIDENTIAL DWELLING UNITS: 136 UNITS

MAXIMUM COMMERCIAL:

MINI WAREHOUSE: 105,000 SQ. FT.
RETAIL/OFFICE/OTHER: 25,000 SQ. FT.*
*MAY ONLY BE DEVELOPED IF MINI WAREHOUSE IS NOT CONSTRUCTED

STRAP NUMBERS: 31-47-26-B3-00701.0010, .0030, .0040, .0090,
31-47-26-B3-00703.0010, .0030, .0080, .0110, .0120,
31-47-26-B3-00705.0010, .0030, .0050, .0060, .0070,
.0080, .0090, .0100, .0110, .0120, .0130, AND .0140

STREET ADDRESS: 27925, 27951, 27955, 27961, 27877, 27887, 27825,
27853, AND 27857 MILLER RD

OPEN SPACE

REQUIRED: 3.34± ACRE
COMMERCIAL: 0.37± ACRE (1.84± ACRE X .20)
RESIDENTIAL: 2.97± ACRE (7.42± ACRE X .40)
PROVIDED: 3.34± ACRE

NOTES

- THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL. HOWEVER, ANY SUCH MODIFICATION SHALL BE IN COMPLIANCE WITH THE APPLICABLE LAND DEVELOPMENT CODE (LDC) DESIGN STANDARDS AND GUIDELINES.
- SEE CONDITIONS OF THE ZONING ORDINANCE REGARDING TREE PRESERVATION IN LIEU OF INDIGENOUS PRESERVE.
- SEE SHEET 2 OF 2, MASTER CONCEPT PLAN NOTES, FOR SCHEDULE OF USES AND DEVELOPMENT REGULATIONS.

DEVIATIONS:

- RELIEF FROM LDC SEC. 3-418(d)(4), BUFFER TYPES
- RELIEF FROM LDC SEC. 4-2074. (a) (1), SELF-STORAGE FACILITIES
- RELIEF FROM LDC SEC. 4-2074. (a) (2), SELF-STORAGE FACILITIES
- RELIEF FROM LDC SEC. 4-1732. (1) c., REQUIRED PARKING FOR MULTIPLE-FAMILY BUILDINGS
- RELIEF FROM LDC SEC. 4-1732. (3) g., REQUIRED SPACES FOR MINI WAREHOUSES
- RELIEF FROM LDC SEC. 4-899, SITE DESIGN STANDARDS FOR THE BONITA BEACH ROAD CORRIDOR OVERLAY

LEGEND

DEVIATION



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ST. JAMES DEVELOPMENT CPD

EXHIBIT N-E
MASTER CONCEPT PLAN
REVISED DECEMBER 20, 2023

Project Generated Traffic

Trips that can be expected to be generated by St. James CPD for the most intense "approved" and "proposed amendment" land uses were estimated based upon the guidelines established by the Institute of Transportation Engineers, Trip Generation Manual, 11th Edition. That is, historical traffic data collected at similar land uses was relied upon in estimating the project's traffic. Table 1 and Table 2 detail the trips estimated for the most-intense approved land uses and the proposed land uses, respectively. The results of Table 1 and Table 2 have been summarized below in Table B.

Table B
Approved Land Use Trips vs. Proposed Land Use Trips

Land Use	Daily (ADT)	AM Peak Hour (vph)	PM Peak Hour (vph)
Approved Land Uses <i>(Refer to Table 1)</i>	2,973	91	230
Proposed Land Uses <i>(Refer to Table 2)</i>	1,911	102	183
Net Change	(-) 1,062	(+11)	(-) 47

TABLE 1
TRIP GENERATION COMPUTATIONS
St. James CPD

EXISTING LAND USES

Land Use

<u>Code</u>	<u>Land Use Description</u>	<u>Build Schedule</u>
180	Specialty Trade Contractor	14,000 s.f.
821	Shopping Plaza (No Grocery Store)	56,000 s.f.

Land Use		Trip Generation Equation (Based upon S.F.)	Total Trips	Trips Enter/Exit
<u>Code</u>	<u>Trip Period</u>			

LUC 180	Daily Traffic (ADT) =	$T = 9.82(X) =$	137 ADT	
	AM Peak Hour (vph) =	$T = 1.66(X) =$	23 vph	17 / 6
	7-9 AM	74% Enter/ 26% Exit =		
	PM Peak Hour (vph) =	$T = 1.93(X) =$	27 vph	9 / 18
	4-6 PM	32% Enter/ 68% Exit =		

LUC 821	Daily Traffic (ADT) =	$T = 67.52(X) =$	3,781 ADT	
	AM Peak Hour (vph) =	$T = 1.73(X) =$	97 vph	60 / 37 vph
		62% Enter/ 38% Exit =		
	PM Peak Hour (vph) =	$T = 5.19(X) =$	291 vph	142 / 148 vph
		49% Enter/ 51% Exit =		

Pass-by Trips per ITE = $\ln(T) = -0.29\ln(X) + 5.00 =$

46% 25% Daily Pass-by Rate

Per Lee County ADT = Pass-by = 25% ADT and 30% AM & PM

30% AM & PM Pass-by Rate

	Pass-by Daily Traffic (ADT) =	945 ADT	
	Pass-by AM Peak Hour (vph) =	29 vph	15 / 14 vph
	Pass-by PM Peak Hour (vph) =	87 vph	43 / 44 vph

	New Daily Traffic (ADT) =	2,836 ADT	
	New AM Peak Hour (vph) =	68 vph	45 / 23 vph
	New PM Peak Hour (vph) =	203 vph	99 / 104 vph

TOTALS	Daily Traffic (ADT) =	2,973 ADT	
	AM Peak Hour (vph) =	91 vph	62 / 29 vph
	PM Peak Hour (vph) =	230 vph	108 / 122 vph

TABLE 2
TRIP GENERATION COMPUTATIONS
St. James CPD

PROPOSED LAND USES

Land Use

<u>Code</u>	<u>Land Use Description</u>	<u>Build Schedule</u>
220	Multi-Family (Low Rise)	136 Units
822	Strip Retail Plaza (<40k)	25,000 s.f.

Land Use

<u>Code</u>	<u>Trip Period</u>	<u>Trip Generation Equation (Based upon S.F.)</u>	<u>Total Trips</u>	<u>Trips Enter/Exit</u>
LUC 220	Daily Traffic (ADT) =	$T = 6.41(X) + 75.31 =$	947 ADT	
	AM Peak Hour (vph) =	$T = 0.31(X) + 22.85 =$	65 vph	16 / 49 vph
		24% Enter/ 76% Exit =		
	PM Peak Hour (vph) =	$T = 0.43(X) + 20.55 =$	79 vph	50 / 29 vph
		63% Enter/ 37% Exit =		

LUC 822	Daily Traffic (ADT) =	$T = 42.20(X) + 229.68 =$	1,285 ADT	
< 40 k	AM Peak Hour (vph) =	$\ln(T) = 0.66\ln(X) + 1.84 =$	53 vph	32 / 21 vph
	7-9 AM	60% Enter/ 40% Exit =		
	PM Peak Hour (vph) =	$\ln(T) = 0.71\ln(X) + 2.72 =$	149 vph	74 / 75 vph
	4-6 PM	50% Enter/ 50% Exit =		

Pass-by Trips per ITE= $\ln(T) = -0.29\ln(X) + 5.00 =$

Per Lee County ADT = Pass-by = 25% ADT and 30% AM & PM

58% 25% Daily Pass-by Rate

30% AM & PM Pass-by Rate

Pass-by Daily Traffic (ADT) =	321 ADT	
Pass-by AM Peak Hour (vph) =	16 vph	9 / 6 vph
Pass-by PM Peak Hour (vph) =	45 vph	22 / 23 vph

New Daily Traffic (ADT) =	964 ADT	
New AM Peak Hour (vph) =	37 vph	22 / 15 vph
New PM Peak Hour (vph) =	104 vph	52 / 52 vph

TOTALS

Daily Traffic (ADT) =	1,911 ADT	
AM Peak Hour (vph) =	102 vph	38 / 64 vph
PM Peak Hour (vph) =	183 vph	102 / 81 vph

Existing + Committed Roadway Conditions

Bonita Beach Road (between I-75 and Bonita Grande Road) is classified as a four-lane divided arterial having an adopted performance standard of level of service LOS E. A maximum service volume capacity of 2,020 vph for the 100th highest hour peak direction has been established for this road by Lee County Government and the City of Bonita Springs. Figure 1 and Table 2 provide a detail of the surrounding E + C road network.

Project Generated Traffic Distribution

The project's "new" traffic was distributed to the surrounding roadway network based upon logical means of ingress/egress, as well as current and future traffic patterns in the area. Figure 2 and Table 2 provide a detail of the traffic distributions for the "new" trips based on percentage. Table 2 also depicts the project's new traffic by directional volume. Due to the inconvenience for eastbound pass-by traffic to access the site (requires a downstream U-turn) and then exit the site and continue east (requires upstream U-turn) would likely result that no or minimal pass-by traffic would be captured from the eastbound traffic lanes. All pass-by traffic is expected to be captured from westbound traffic flow. Figure 2 depicts the new trips distribution and pass-by trips distribution separately.

Figure 6A depicts both traffic distributions and turning movement demands at the site access and nearby intersections. The turning movement volumes include both new and pass-by trips.

Area of Significant Impact

The area of significant impact was determined based upon the City of Bonita Springs' 2%, 2% and 3% criteria (i.e., if the project's traffic is 2% or more of a roadway's adopted level of service capacity, then the project has a significant impact upon that link). Table 2 describes the project traffic distributions and the level of impact on the surrounding roadways.

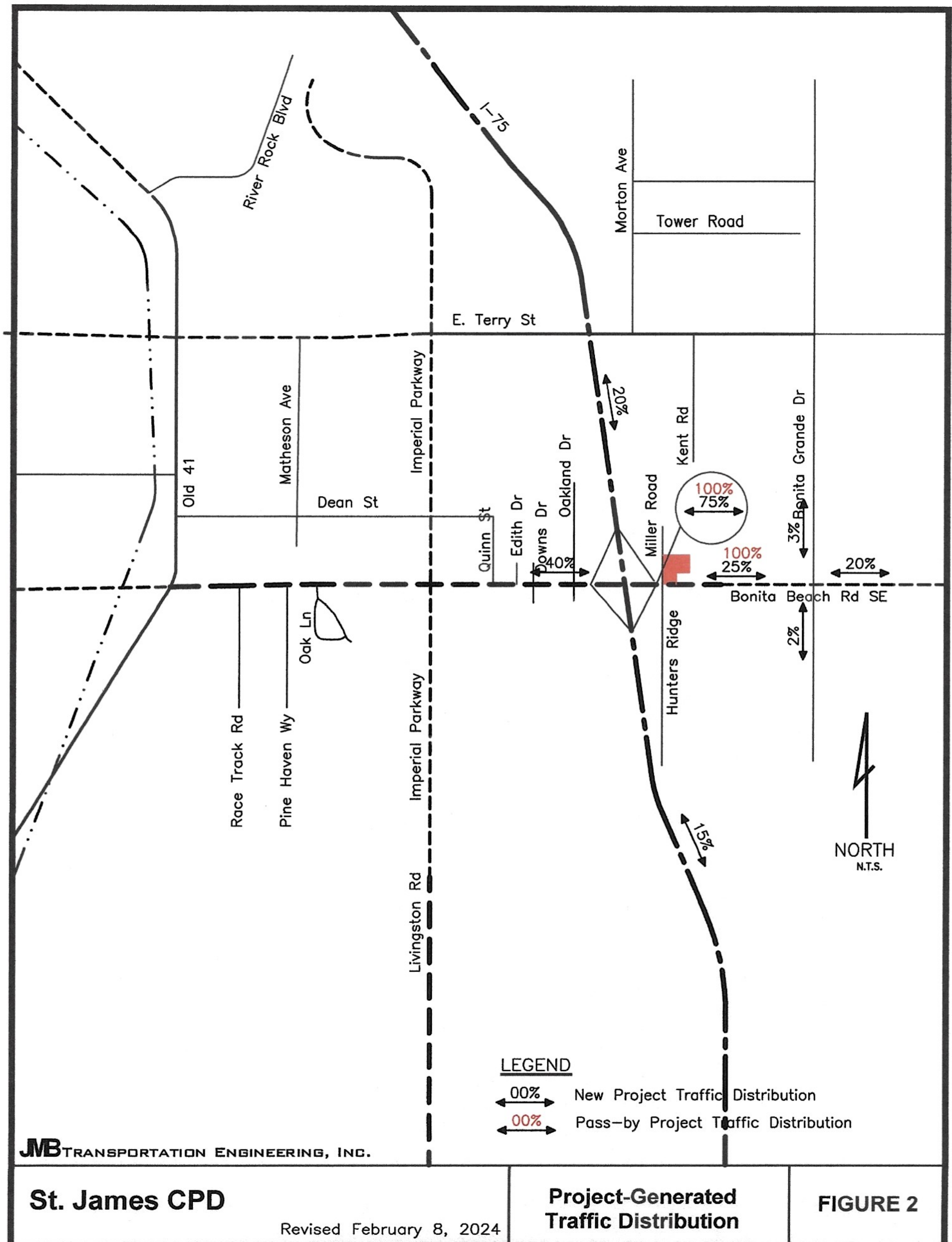


TABLE 2
PROJECT'S AREA OF IMPACT

Project Traffic PM Peak Hour Peak Direction (vphpd) =

		102 81		Inbound Outbound				
		Station No.	Road Class	Project Traffic % Distribution	Project Traffic PK Direction Volume (vph)	Adopted Service Volume Pk Direction (vphpd)	Project's Percentage Impact	Significant Impact
Bonita Beach Rd	Imperial Pkwy to I-75	0017	6LD	40%	41	2940	1.39%	NO
	I-75 to Hunters/Miller Road	0018	4LD	100%	81	2020	4.01%	Yes
	Hunters/Millers to Trade Way One	0018	4LD	100%	102	2020	5.05%	Yes
	Trade Way One to Bonita Grande	0018	4LD	25%	26	2020	1.26%	NO

Project Build-Out Conditions

In order to establish 2026 traffic conditions, traffic count data was adjusted for peak season conditions, peak hour conditions, peak direction, and an annual growth rate was then applied. The peak season/peak hour/peak direction factors as shown on Table 3 were derived from the 2023 City of Bonita Springs Traffic Count Report. The annual growth rate was derived from historical traffic counts also described in the Traffic Count Report. In cases where the growth rate was determined to be less than 2%, a minimum AGR of 2% was applied. After the correct adjustments were computed, the project generated traffic was then added to the 2026 background traffic. Table 4 reflects the results of the roadway LOS evaluations. As determined, all impacted roadways will continue to operate at acceptable levels of service. More specifically, Bonita Beach Road (between I-75 and Bonita Grande Road) is classified as a four-lane divided arterial having an adopted performance standard of level of service LOS E. A maximum service volume capacity of 2,020 vph for the 100th highest hour peak direction has been established for this road by Lee County Government and the City of Bonita Springs. As depicted on Table 4, Bonita Beach Road will have a 2026 background + project traffic demand of 1,680 vphpd and a v/c ratio of 0.83, which is LOS D.

Therefore, it is concluded that this project will be consistent with the City of Bonita Springs Concurrency Management Policy.

**TABLE 3
ROADWAY LINK VOLUMES**

Results w/o Vested Traffic

		Base yr	2023						2023	2026
		Traffic	Traffic	Years of	Growth	Min.			Peak Hour	Peak Hour
		Count	Count	Years of	Growth	Growth			PK Direction	PK Direction
		<u>No.</u>	<u>(ADT)</u>	<u>Growth</u>	<u>Rate</u>	<u>Rate</u>	<u>K Fact</u>	<u>D Fact</u>	<u>(vphpd)</u>	<u>(vphpd)</u>
Bonita Beach Rd	I-75 to Hunters/Miller Road	0018	18300	5	6.94%	6.94%	9.0%	56.0%	1290	1578
	Hunters/Millers to Trade Way One	0018	18300	5	6.94%	6.94%	9.0%	56.0%	1290	1578
	Trade Way One to Bonita Grande	0018	18300	5	6.94%	6.94%	9.0%	56.0%	1290	1578

Results w/ Vested Traffic

		2023	Background	
		Peak Hour	Vested	Traffic
		PK Direction	Traffic	+ Vested
		<u>No.</u>	<u>(vphpd)</u>	<u>(vphpd)</u>
Bonita Beach Rd	I-75 to Hunters/Miller Road	0018	1290	467
	Hunters/Millers to Trade Way One	0018	1290	467
	Trade Way One to Bonita Grande	0018	1290	467

7.1

TABLE 4
CONCURRENCY ROADWAY LINK VOLUME & CAPACITY ANALYSIS

Project Traffic PM Peak Hour Peak Direction (vphpd) =

102 Inbound
81 Outbound

Results w/o Vested Traffic

Results w/o Vested Traffic									
		2023	2023	2026	2026	Project	2026	LOS E	2026
		Peak Hour	Peak Hour	Peak Hour	Peak Hour	Peak Hour	Total Pk Hr	Service Vol.	Build-Out
Station	PK Direction	PK Direction	PK Direction	PK Direction	PK Direction	PK Direction	Peak Season	Peak Hour	Peak Hour
	No.	(vphpd)	LOS	(vphpd)	LOS	(vphpd)	(vphpd)	(vphpd)	PK Direction
Bonita Beach Rd	I-75 to Hunters/Miller Road	0018	1290	D	1578	D	81	1659	2020
	Hunters/Millers to Trade Way One	0018	1290	D	1578	D	102	1680	2020
	Trade Way One to Bonita Grande	0018	1290	D	1578	D	26	1604	2020
								v/c	PK Direction
								Ratio	LOS

7.2 Results w/ Vested Traffic

Results w/ Vested Traffic			2023	Project	2026	LOS E		2026
			+ Vested	Peak Hour	Total Pk Hr	Service Vol.		Build-Out
			Peak Hour	Peak Hour	Peak Season	Peak Hour		Peak Hour
			PK Direction	PK Direction	PK Direction	PK Direction	v/c	PK Direction
			<u>(vphpd)</u>	<u>(vphpd)</u>	<u>(vphpd)</u>	<u>(vphpd)</u>	<u>Ratio</u>	<u>LOS</u>
Bonita Beach Rd	I-75 to Hunters/Miller Road	0018	1757	81	1838	2020	0.91	E
	Hunters/Millers to Trade Way One	0018	1757	102	1859	2020	0.92	E
	Trade Way One to Bonita Grande	0018	1757	26	1783	2020	0.88	E

APPENDIX A

FTE Station Number	Reference Lee County Station Number	Location	Start Date	Direction 1 and 2	3 Day Average Direction 1	3 Day Average Direction 2	ADT Direction 1 and 2	FDOT Seasonal Factor	AADT Direction 1 and 2	K Factor from Lee County	D Factor from Lee County	Peak Hour Two-way Service Volumes	Level Of Service (LOS)	Lee County PCS
1209	N/A	Matheson Ave N of Dean St	28-Feb-23	N/S	1291	1116	2407	0.96	2300	9%	56%	207	C	42
1204	N/A	Morton Ave N of East Terry St	28-Feb-23	N/S	3874	3770	7644	0.96	7300	9%	56%	657	D	42
1223	N/A	Old 41 Rd Between Collier County Line to Bonita Beach Rd	28-Feb-23	N/S	10709	9402	20111	0.96	19300	11%	50%	2123	F	16
1222	N/A	Old 41 Rd N of Bonita Beach Rd	28-Feb-23	N/S	6821	7638	14459	0.96	13900	11%	50%	1529	F	16
1220	N/A	Old 41 Rd N of E/W Terry St	28-Mar-23	N/S	11463	12093	23556	0.94	22100	11%	50%	2431	D	16
1216	N/A	Old 41 Rd S of US 41	28-Feb-23	N/S	9160	6594	15754	0.96	15100	11%	50%	1661	D	16
1228	N/A	Old 41 S/O Bernwood Pkwy	28-Mar-23	N/S	8950	9026	17976	0.94	16900	11%	50%	1859	D	16
0002	N/A	Paradise Rd N. of Shangri-La	28-Feb-23	N/S	2041	1933	3974	0.96	3800	13%	60%	494	C	63
0001	N/A	Pennsylvania Ave E. of Los Amigos Lane	28-Feb-23	E/W	1884	1920	3804	0.96	3700	10%	58%	370	C	92
1221	494	Pennsylvania Ave W of Old 41 Rd	28-Feb-23	E/W	2915	2244	5159	0.96	5000	9%	56%	450	C	42
0003	N/A	Tropical Acers Dr N. of Shangri-La	28-Feb-23	N/S	301	358	659	0.96	600	13%	60%	78	C	63
1212	N/A	Shangri-La Rd E of Old US 41	28-Feb-23	E/W	3305	3641	6946	0.96	6700	11%	50%	737	D	16
0010	N/A	US-41, N. of Shopping Center Entrance	28-Feb-23	N/S	27963	27715	55678	0.96	53500	9%	53%	4815	C	93
0009	N/A	US-41, S. of Beaumont Rd	28-Feb-23	N/S	22762	22573	45335	0.96	43500	10%	58%	4350	C	92
0008	N/A	Vanderbilt Dr N. of Woods Edge Pkwy	28-Feb-23	N/S	4958	4629	9587	0.96	9200	12%	56%	1104	D	7
1219	N/A	W Terry St E of US 41	28-Feb-23	E/W	6755	6953	13708	0.96	13200	9%	56%	1188	C	42
1225	N/A	Woods Edge Pkwy W of US 41	28-Feb-23	E/W	2893	2492	5385	0.96	5200	10%	60%	520	C	23
1210	N/A	Longfellow Ln W of Imperial Pkwy	28-Feb-23	E/W	469	441	910	0.96	900	9%	56%	81	C	42
0017	N/A	Bonita Beach Rd between Imperial Parkway and I-75	28-Feb-23	E/W	24624	24767	49391	0.96	47400	9%	56%	4266	C	42
0018	N/A	Bonita Beach Rd between Hunters Ridge Blvd and Bonita Grande Dr	28-Feb-23	E/W	12916	13761	26677	0.96	25600	9%	56%	2304	D	42
0019	N/A	Bonita Beach Rd E. of Bonita Grande Dr	28-Feb-23	E/W	11281	11840	23121	0.96	22200	9%	56%	1998	D	42
0020	N/A	Luke St between Kens Way and Bonita Beach Rd	28-Feb-23	N/S	756	489	1245	0.96	1200	12%	56%	144	C	7
0021	N/A	Quails Walk E. of Luke St	28-Feb-23	E/W	197	257	454	0.96	400	12%	56%	48	C	7
0022	N/A	Imperial Shores Blvd S. of Vanda Dr	28-Feb-23	N/S	0	0	0	0.96	0	12%	56%	0	N/A	7
0023	N/A	Tarpon Avenue E. of Sherry Ln	28-Feb-23	E/W	839	684	1523	0.96	1500	12%	56%	180	C	7

FTE Station Number	Reference Lee County Station Number	Location	Obtained from the Lee County Traffic Count Report 2012						Counts performed by FTE or obtained from Lee County												
			2003	2004	2005	2006	2007	2008	Dec-09	Dec-10	Feb-12	Jan-14	Feb-15	Feb-16	March-17	March-18	April-19	March-20	March-21	March-22	Feb-23
0003	N/A	Tropical Acers Dr N. of Shangri-La	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	400	500	500	600	400	600
1212	N/A	Shangri-La Rd E of Old US 41	N/A	N/A	N/A	N/A	N/A	N/A	5000	5100	5100	4900	4600	5800	5600	6300	7100	7500	6600	7200	6700
0010	N/A	US-41, N. of Shopping Center Entrance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	49200	45600	54200	50600	49300	49600	53500
0009	N/A	US-41, S. of Beaumont Rd	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	35600	35500	44000	41100	39500	41700	43500
0008	N/A	Vanderbilt Dr N. of Woods Edge Pkwy	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6900	8400	9500	10200	8900	10200	9200
1219	N/A	W Terry St E of US 41	13300	12000	11400	12200	12200	11600	12700	12800	13900	11000	12400	13300	12800	11700	12700	13100	11200	11700	13200
1225	N/A	Woods Edge Pkwy W of US 41	N/A	N/A	N/A	N/A	N/A	N/A	4500	5000	3900	5300	4200	4500	4400	4100	5100	5600	5800	5400	5200
1210	N/A	Longfellow Ln W of Imperial Pkwy	N/A	N/A	N/A	N/A	N/A	N/A	500	300	300	200	U/C	600	500	N/A	800	600	700	700	900
0017	N/A	Bonita Beach Rd between Imperial Parkway and I-75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3700	50300	46600	43600	46100	47400
0018	N/A	Luke St between Kens Way and Bonita Beach Rd	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18300	21400	22500	22900	25300	25600
0019	N/A	Bonita Beach Rd E. of Bonita Grande Dr	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9700	15900	18800	18900	21200	22200
0020	N/A	Luke St between Kens Way and Bonita Beach Rd	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	900	800	900	900	800	1200
0021	N/A	Quails Walk E. of Luke St	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	500	400	500	500	500	400
0022	N/A	Imperial Shores Blvd S. of Vanda Dr	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2200	2200	2500	2600	0
0023	N/A	Tarpon Avenue E. of Sherry Ln	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	800	700	700	900	1500
0024	N/A	Logan Blvd S. of Bonita Beach Rd	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4300	5400	7200	7900
0025	N/A	Bonita Beach Rd E. of Logan Blvd		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12200	13200	14300
1231	N/A	W Terry St W of Old 41 Rd		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	13500	14600
1232	N/A	Old 41 Rd S of E/W Terry St		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	14000	14700

** Collected weekend counts also.

0022 - Imperial Shores Blvd S. of Vanda Dr - U/C

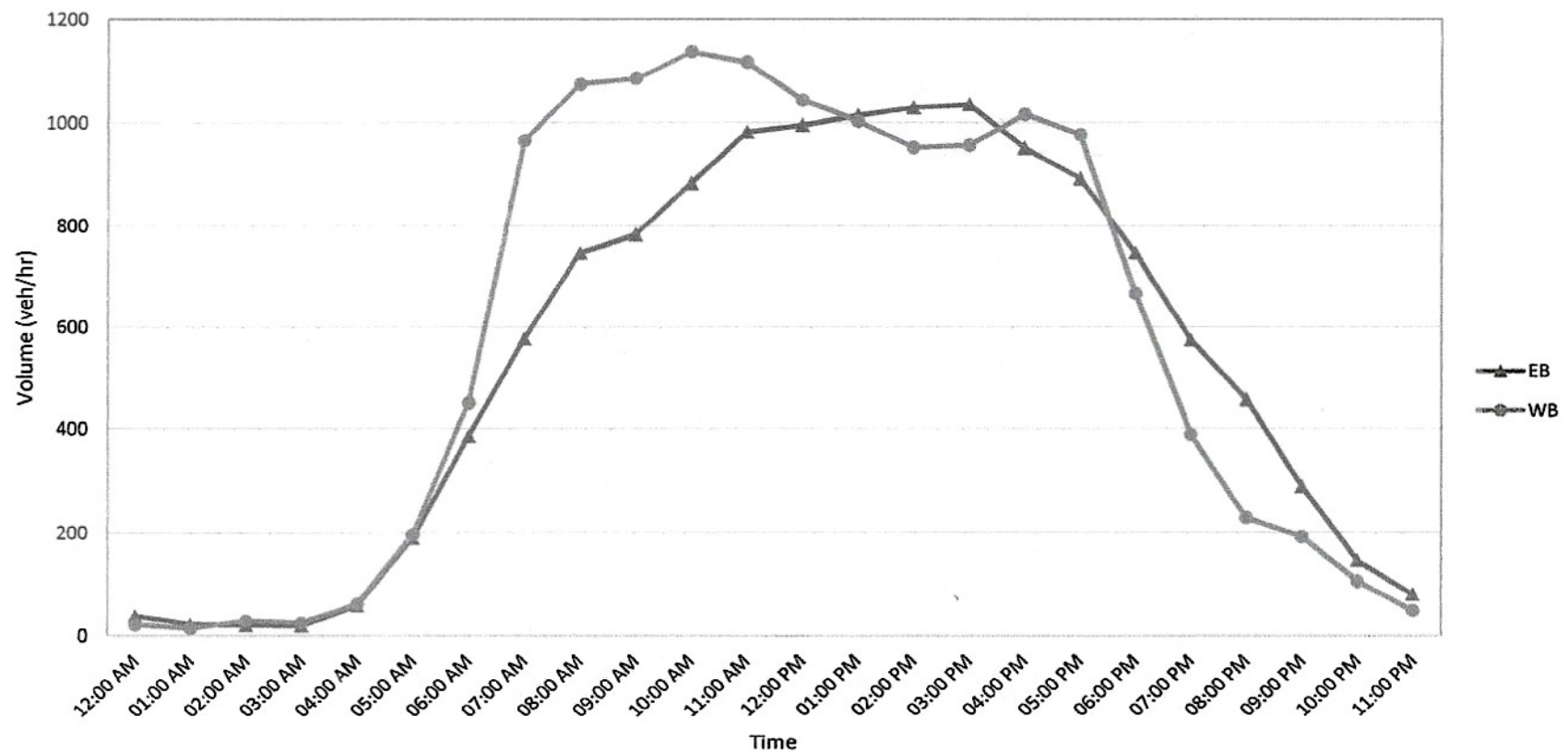


A2



Time	Tuesday		Wednesday		Thursday		Threeday Average	
	2/28/2023		3/1/2023		3/2/2023			
	EB	WB	EB	WB	EB	WB	EB	WB
12:00 AM	39	21	36	20	43	21	39	21
01:00 AM	21	14	15	17	30	11	22	14
02:00 AM	23	25	21	27	17	34	20	29
03:00 AM	22	19	12	26	22	29	19	25
04:00 AM	68	67	54	67	58	56	60	63
05:00 AM	172	200	199	180	195	208	189	196
06:00 AM	389	433	365	450	401	468	385	450
07:00 AM	604	971	639	925	485	1002	576	966
08:00 AM	734	1084	785	1090	722	1052	747	1075
09:00 AM	782	1039	785	1119	781	1099	783	1086
10:00 AM	887	1130	875	1117	886	1164	883	1137
11:00 AM	939	1148	1007	1097	1001	1107	982	1117
12:00 PM	984	999	1012	1060	988	1074	995	1044
01:00 PM	1030	971	1007	1036	1006	1003	1014	1003
02:00 PM	996	947	1051	977	1041	933	1029	952
03:00 PM	1013	970	1060	953	1032	944	1035	956
04:00 PM	964	1021	940	1009	949	1019	951	1016
05:00 PM	945	955	879	928	853	1049	892	977
06:00 PM	770	619	753	623	719	758	747	667
07:00 PM	623	366	581	387	519	413	574	389
08:00 PM	439	244	496	236	432	207	456	229
09:00 PM	306	173	288	197	275	206	290	192
10:00 PM	153	92	171	118	114	111	146	107
11:00 PM	89	34	94	57	64	58	82	50
Day Total	12992	13542	13125	13716	12633	14026	12916	13761
Combine Totals	26534		26841		26659		26677	

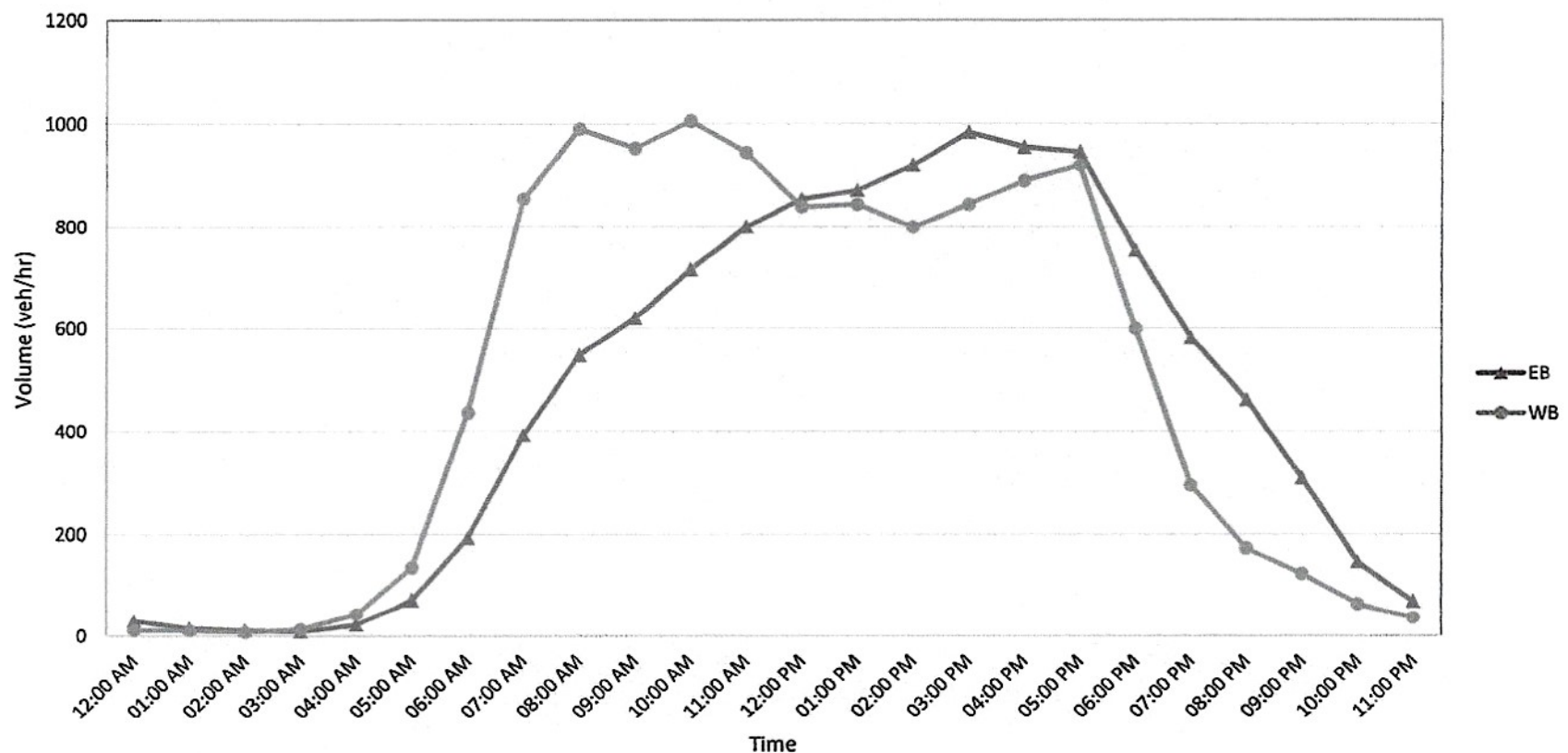
Threeday Average





Time	Tuesday		Wednesday		Thursday		Threeday Average	
	2/28/2023		3/1/2023		3/2/2023			
	EB	WB	EB	WB	EB	WB	EB	WB
12:00 AM	25	11	27	7	37	14	30	11
01:00 AM	15	16	11	11	18	7	15	11
02:00 AM	11	5	9	4	12	12	11	7
03:00 AM	9	8	5	14	11	17	8	13
04:00 AM	26	46	19	44	21	42	22	44
05:00 AM	60	135	83	134	73	138	72	136
06:00 AM	201	423	194	447	182	439	192	436
07:00 AM	404	868	420	845	353	851	392	855
08:00 AM	544	1000	558	1011	538	959	547	990
09:00 AM	631	961	621	964	609	934	620	953
10:00 AM	690	1012	712	943	745	1062	716	1006
11:00 AM	780	960	838	936	782	940	800	945
12:00 PM	853	804	873	864	836	849	854	839
01:00 PM	900	831	848	880	868	821	872	844
02:00 PM	919	772	940	816	905	808	921	799
03:00 PM	973	843	971	851	1009	838	984	844
04:00 PM	962	875	968	869	937	930	956	891
05:00 PM	972	894	937	890	932	980	947	921
06:00 PM	764	555	744	612	753	633	754	600
07:00 PM	600	271	541	285	601	331	581	296
08:00 PM	452	196	498	152	434	170	461	173
09:00 PM	284	113	284	134	360	126	309	124
10:00 PM	135	50	143	63	162	82	147	65
11:00 PM	74	27	70	44	67	41	70	37
Day Total	11284	11676	11314	11820	11245	12024	11281	11840
Combine Totals	22960		23134		23269		23121	

Threeday Average



APPENDIX B

MEMORANDUM

TO: Mr. Wayne Arnold
Q. Grady Minor & Associates

FROM: Yury Bykau, P.E.
Transportation Consultant

DATE: January 23, 2024

RE: St. James CPD Amendment
Bonita Beach Road & Trade Way One – Left Turn Lane Analysis
City of Bonita Springs, Florida

TR Transportation Consultants, Inc. has conducted a traffic analysis for the existing eastbound left turn lane at Bonita Beach Road and Trade Way One intersection located in the City of Bonita Springs, Florida. The traffic analysis as part of this Memorandum will discuss the impacts to the eastbound turn lane length at Trade Way One intersection as a result of the additional traffic from the proposed St. James CPD project.

Attached **Figure 5A** was obtained from the previously approved traffic analysis prepared for a project referred to as Bonita 75 CPD (PD21-83966-BOS). This figure illustrates the total background left turning traffic anticipated at the Bonita Beach Road and Trade Way One intersection that includes Bonita 75 CPD project.

Attached **Figure 6A** illustrates the distribution and assignment of the trips to the surrounding intersections as a result of the proposed St. James CPD project.

Attached **Figure 7A** (Figure 5A + Figure 6A) illustrates cumulative left turning traffic anticipated at the Bonita Beach Road and Trade Way One intersection. See attached *Development of Future Year Background Turning Volumes* spreadsheet for the Bonita Beach Road and Trade Way One intersection.

The existing eastbound left turn lane at the Bonita Beach Road and Trade Way One intersection is approximately 305 feet in total length. The projected peak hour left turn volume based on Figure 7A is 253 left/U-turn vehicles in the weekday PM peak hour conditions. Based on the turn lane storage computation utilizing the two-minute arrival formula, it was determined that approximately 225 feet of storage distance should be provided. This turn lane should also provide a taper/decel distance of 240 feet pursuant to **Exhibit 212-1** of the FDOT Design Manual and 50 mph design speed (posted speed limit + 5 mph) for a total turn lane length of 465 feet. Therefore, the existing eastbound left

turn lane at this location is insufficient in length and may be required to be lengthened by an additional 160 feet in order to accommodate cumulative traffic at this location. The storage length calculation utilizing the two-minute arrival formula is shown below for reference.

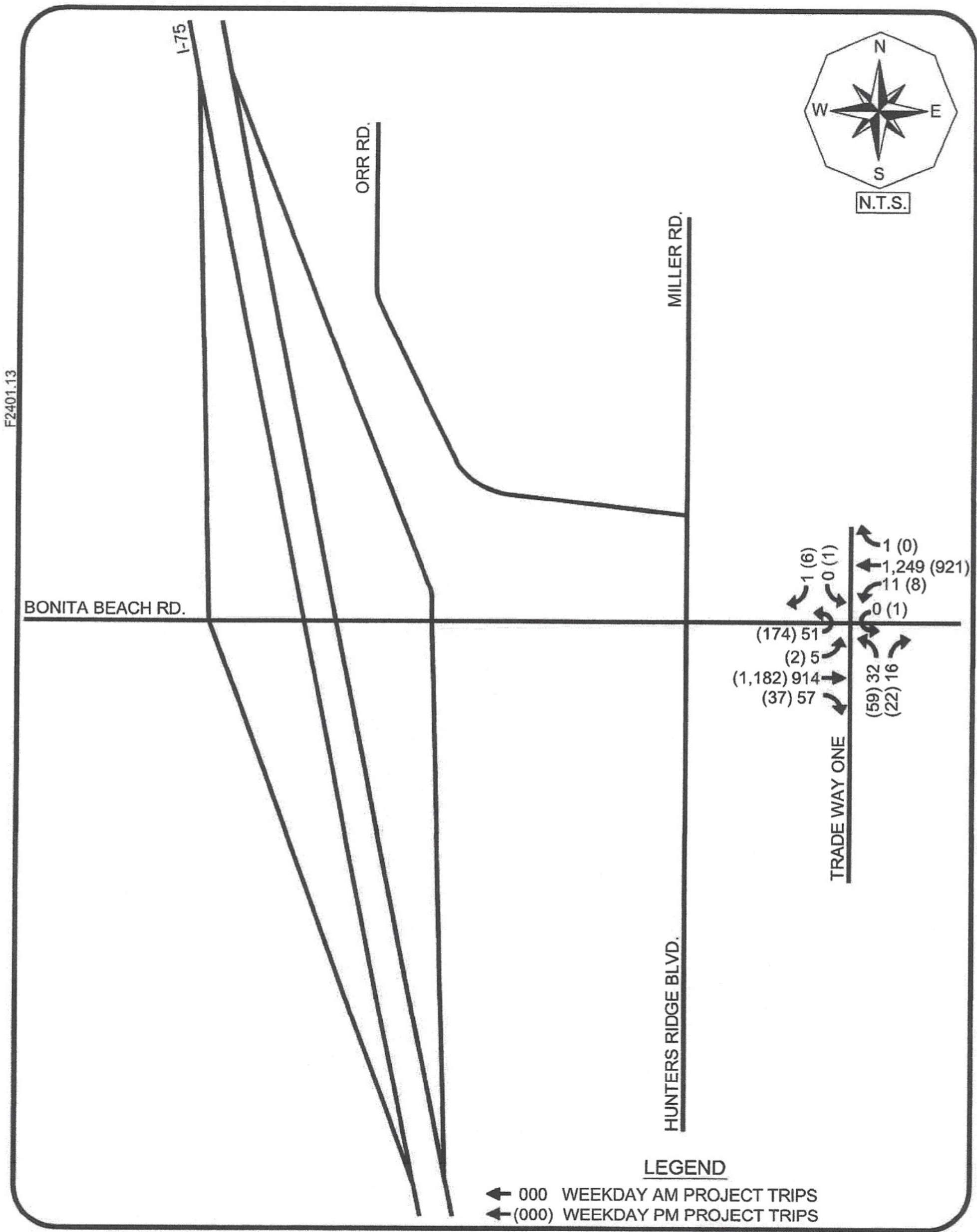
$$\begin{aligned}\text{Storage} &= (1\text{hour}/60\text{ minutes})*(2\text{ minutes})*(253\text{ veh})*25\text{ ft/veh} \\ &= 210.8\text{ ft of storage} \\ &\approx \mathbf{225\text{ ft of storage}}\end{aligned}$$

At the request of the City, a queuing analysis was also conducted at the Bonita Beach Road and Trade Way One intersection based on latest version of the program *Highway Capacity Software (HCS®)*. This analysis was completed consistent with the traffic volumes illustrated on Figure 7A and the attached *Development of Future Year Background Turning Volumes* spreadsheet for the Bonita Beach Road and Trade Way One intersection. The results of the analysis indicate a maximum eastbound left turn/U-turn queue of 6.5 vehicles or approximately 175 feet, which is less than the storage distance that was calculated above using the two-minute arrival formula. No further analysis should be necessary.

If you have any additional questions, please do not hesitate to contact us.

Attachments

FIGURES 5A – 7A

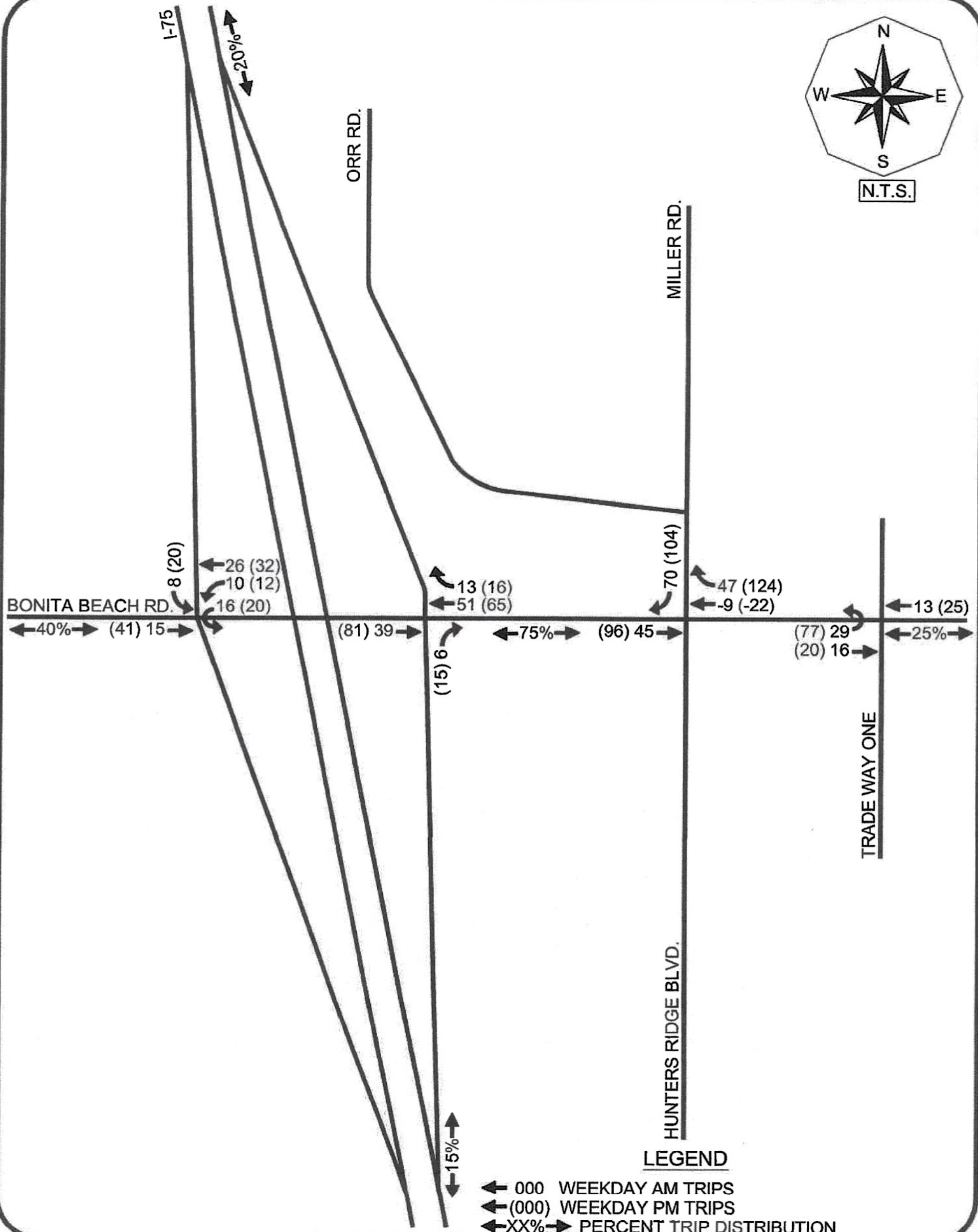
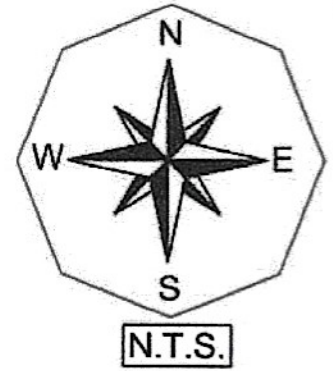


LEGEND

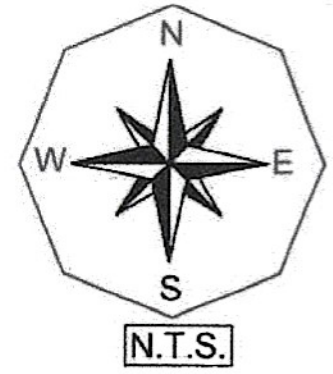
- ← 000 WEEKDAY AM PROJECT TRIPS
- ← (000) WEEKDAY PM PROJECT TRIPS

**ASSIGNMENT OF ALL BACKGROUND TRAFFIC
BONITA BEACH RD @ TRADE WAY ONE**

F2401.13



F2401.13

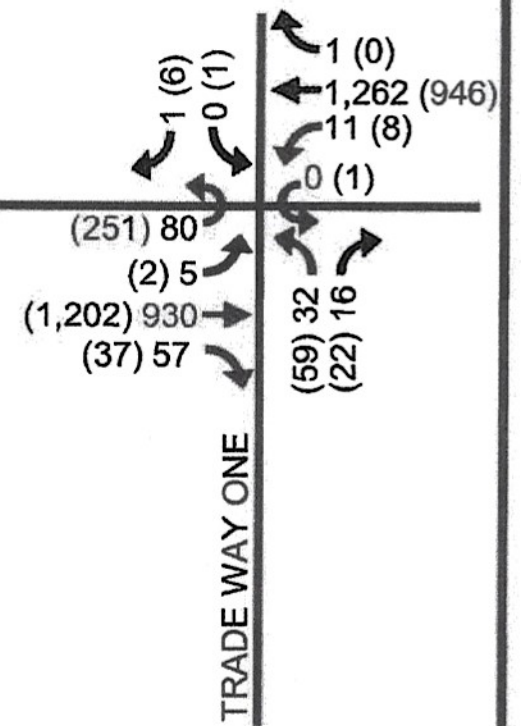


BONITA BEACH RD.

ORR RD.

MILLER RD.

HUNTERS RIDGE BLVD.

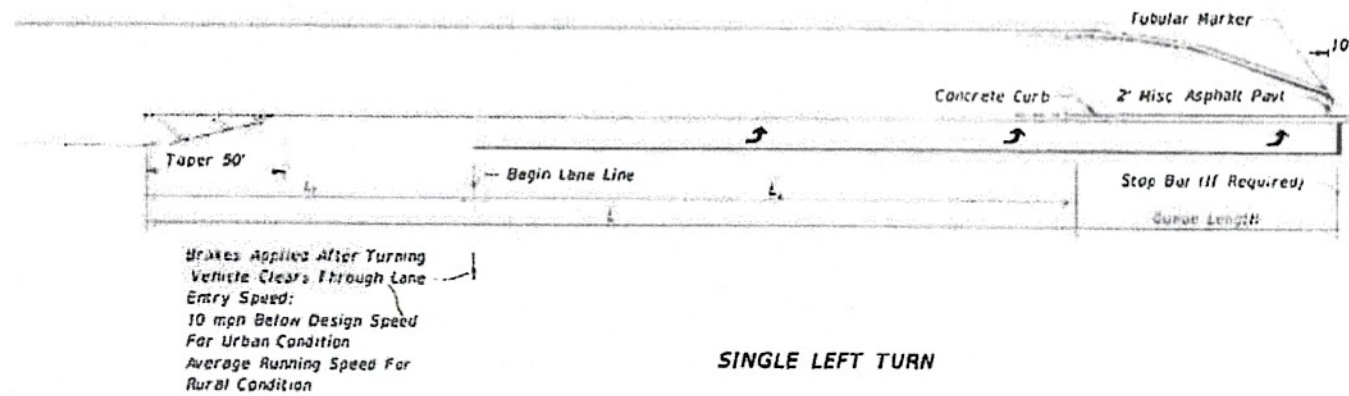
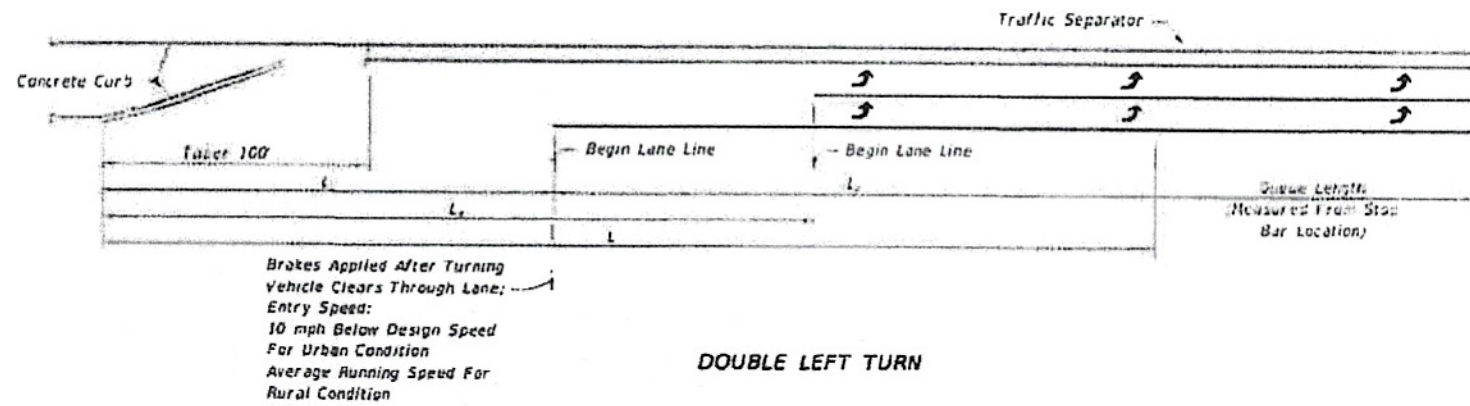


LEGEND

- ← 000 WEEKDAY AM PROJECT TRIPS
- (000) WEEKDAY PM PROJECT TRIPS

EXHIBIT 212-1
FDOT DESIGN MANUAL

MEDIAN TURN LANES MINIMUM DECELERATION LENGTHS



MEDIAN TURN LANES								
Design Speed (mph)	Entry Speed (mph)	Clearance Distance L_1 (ft.)	URBAN CONDITIONS			RURAL CONDITIONS		
			Brake To Stop Distance L_2 (ft.)	Total Decel. Distance L (ft.)	Clearance Distance L_3 (ft.)	Brake To Stop Distance L_2 (ft.)	Total Decel. Distance L (ft.)	Clearance Distance L_3 (ft.)
35	25	70	75	145	110			
40	30	80	75	155	120			
45	35	85	100	185	135			
50	40/44	105	135	240	160	185	290	160
55	48	125				225	350	195
60	52	145				260	405	230
65	55	170				290	460	270

NOT TO SCALE

EXHIBIT 212-1
01/01/2023

**DEVELOPMENT OF FUTURE YEAR
BACKGROUND TURNING VOLUMES
SPREADSHEETS**

Development of Future Year Background Turning Volumes

Intersection
Count Date

Bonita Beach Rd & Miller Rd/Trade Way One
June 2, 2022

							AM Peak Hour							
	NBL	NBT	NBR	SBL	SBT	SBR	EBLU	EBL	EBT	EBR	WBLU	WBL	WBT	WBR
RAW Turning Movement Counts	30	0	15	0	0	1	5	5	664	54	0	10	772	1
Peak Season Correction Factor	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05
Current Peak Season Volumes	32	0	16	0	0	1	5	5	697	57	0	11	811	1
Reassigned Volumes from BBR/Hunters Ridge Blvd.							18							
Vested Trips Turning Volumes									196				429	
Bonita 75 CPD Project Turning Volumes							28		21				9	
St. James CPD Project Turning Volumes							29		16				13	
Background	32	0	16	0	0	1	51	5	914	57	0	11	1,249	1
Background + Project	32	0	16	0	0	1	80	5	930	57	0	11	1,262	1
							PM Peak Hour							
	NBL	NBT	NBR	SBL	SBT	SBR	EBLU	EBL	EBT	EBR	WBLU	WBL	WBT	WBR
RAW Turning Movement Counts	56	0	21	1	0	6	53	2	663	35	1	8	562	0
Peak Season Correction Factor	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05	1.05
Current Peak Season Volumes	59	0	22	1	0	6	56	2	696	37	1	8	590	0
Reassigned Volumes from BBR/Hunters Ridge Blvd.							37							
Vested Trips Turning Volumes									467				304	
Bonita 75 CPD Project Turning Volumes							81		19				27	
St. James CPD Project Turning Volumes							77		20				25	
Background	59	0	22	1	0	6	174	2	1,182	37	1	8	921	0
Background + Project	59	0	22	1	0	6	251	2	1,202	37	1	8	946	0

HCS SUMMARY SHEETS
BONITA BEACH ROAD
@ TRADE WAY ONE

HCS Two-Way Stop-Control Report

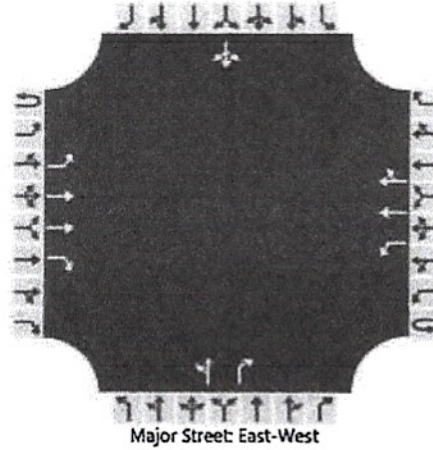
General Information

Analyst	
Agency/Co.	
Date Performed	1/23/2024
Analysis Year	
Time Analyzed	AM PK Hr W/ Project
Intersection Orientation	East-West
Project Description	St. James CPDA

Site Information

Intersection	BBR/Trade Way One
Jurisdiction	
East/West Street	Bonita Beach Rd
North/South Street	Trade Way One
Peak Hour Factor	0.91
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	1	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	R		L	T	TR		LT		R			LTR	
Volume (veh/h)	80	5	930	57	0	11	1262	1		32	0	16		0	0	1
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized	No								No							
Median Type Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)	6.4	4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)	6.46	4.16				4.16				7.56	6.56	6.96		7.56	6.56	6.96
Base Follow-Up Headway (sec)	2.5	2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)	2.53	2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

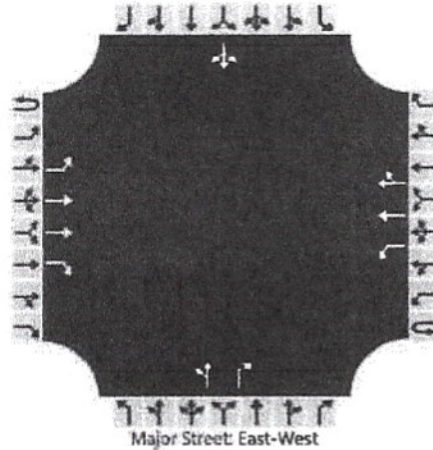
Flow Rate, v (veh/h)		93				12				35		18			1	
Capacity, c (veh/h)		191				633				73		505			383	
v/c Ratio		0.49				0.02				0.48		0.03			0.00	
95% Queue Length, Q ₉₅ (veh)		2.4				0.1				2.0		0.1			0.0	
Control Delay (s/veh)		40.6				10.8				93.1		12.4			14.4	
Level of Service (LOS)		E				B				F		B			B	
Approach Delay (s/veh)	3.2				0.1				66.2				14.4			
Approach LOS	A				A				F				B			

HCS Two-Way Stop-Control Report

General Information

Analyst		Intersection	BBR/Trade Way One
Agency/Co.		Jurisdiction	
Date Performed	1/23/2024	East/West Street	Bonita Beach Rd
Analysis Year		North/South Street	Trade Way One
Time Analyzed	PM PK Hr W/ Project	Peak Hour Factor	0.96
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	St. James CPDA		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	1	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	R		L	T	TR		LT		R			LTR	
Volume (veh/h)	251	2	1202	37	1	8	946	0		59	0	22		1	0	6
Percent Heavy Vehicles (%)	3	3			3	3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized	No								No							
Median Type Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)	6.4	4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)	6.46	4.16			6.46	4.16				7.56	6.56	6.96		7.56	6.56	6.96
Base Follow-Up Headway (sec)	2.5	2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)	2.53	2.23			2.53	2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		264				9				61		23			7	
Capacity, c (veh/h)		334				454				15		425			140	
v/c Ratio		0.79				0.02				3.97		0.05			0.05	
95% Queue Length, Q ₉₅ (veh)		6.5				0.1				8.5		0.2			0.2	
Control Delay (s/veh)		46.4				13.1				1832.0		14.0			32.1	
Level of Service (LOS)		E				B				F		B			D	
Approach Delay (s/veh)	7.9				0.1				1338.2				32.1			
Approach LOS	A				A				F				D			

PREVIOUS TRAFFIC MEMO
BONITA 75 CPD

MEMORANDUM

TO: Mr. Wayne Arnold
Q. Grady Minor & Associates

FROM: Ted Treesh, PTP
President

Yury Bykau, P.E.
Transportation Consultant

DATE: Revised: July 7, 2022

RE: Bonita 75 CPDA
Bonita Beach Road & Trade Way One – Left Turn Lane Analysis
City of Bonita Springs, Florida

TR Transportation Consultants, Inc. has conducted a traffic analysis for the existing eastbound left turn lane at Bonita Beach Road and Trade Way One intersection located in the City of Bonita Springs, Florida. The traffic analysis as part of this Memorandum will discuss the impacts to the eastbound turn lane length at Trade Way One intersection as a result of the closing of the existing full median opening at the Bonita Beach Road and Hunters Ridge Boulevard intersection.

Attached **Figure 1A** illustrates the existing peak season peak hour traffic volumes at the Bonita Beach Road and Trade Way One intersection. This figure was created based on the traffic counts conducted at this location on June 2, 2022. The raw traffic counts were adjusted to peak season conditions based on the peak season factor obtained from *Florida Traffic Online* webpage for the Bonita Springs area. See attached *Development of Future Year Background Turning Volumes* spreadsheet.

Attached **Figure 2A** illustrates the reassignment of the Bonita 75 project related trips with the Hunters Ridge Boulevard median opening closed scenario. This figure was obtained from the traffic study prepared for the Bonita 75 CPDA project, dated December 2, 2021.

Attached **Figure 3A** illustrates the reassignment of the existing northbound left/through and eastbound left turning traffic at Hunters Ridge Boulevard and Bonita Beach Road to the Trade Way One with Bonita Beach Road intersection. This figure was created based on the traffic counts conducted at Hunters Ridge Boulevard and Bonita Beach Road intersection on June 2, 2022. The raw traffic counts were adjusted to peak season

conditions based on the peak season factor obtained from *Florida Traffic Online* webpage for the Bonita Springs area. See attached *Development of Future Year Background Turning Volumes* spreadsheet for the Bonita Beach Road and Hunters Ridge Boulevard intersection. For this analysis it was estimated that approximately 50% of the existing peak season peak hour northbound left/through turning traffic (18 AM Pk Hr Vehicles & 24 PM Pk Hr Vehicles) on Hunters Ridge Boulevard northbound approach is anticipated to turn right onto Bonita Beach Road and subsequently make a U-turn at the Bonita Beach Road and Trade Way One intersection. The remaining trips would find alternative routes to travel back west such as utilizing internal roadways to make a direct left or utilize Bonita Grande Drive to enter Bonita Beach Road. Traffic counts that were conducted at the Bonita Beach Road and Hunters Ridge Boulevard intersection are attached to this Memorandum for reference.

Attached **Figure 4A** illustrates the assignment of the vested trips at the Bonita Beach Road and Trade Way One intersection consistent with the attached latest *City of Bonita Springs Vested Trip Table*.

Attached **Figure 5A** (Figure 1A + Figure 2A + Figure 3A + Figure 4A) illustrates cumulative left turning traffic anticipated at the Bonita Beach Road and Trade Way One intersection based on the existing full median opening on Hunters Ridge Boulevard closed scenario. See attached *Development of Future Year Background Turning Volumes* spreadsheet for the Bonita Beach Road and Trade Way One intersection.

The existing eastbound left turn lane at the Bonita Beach Road and Trade Way One intersection is approximately 305 feet in total length. The projected peak hour left turn volume based on Figure 5A is 176 left/U-turn vehicles in the weekday PM peak hour conditions. Based on the turn lane storage computation utilizing the two-minute arrival formula, it was determined that approximately 150 feet of storage distance should be provided. This turn lane should also provide a taper/decel distance of 240 feet pursuant to *Exhibit 212-1* of the FDOT Design Manual and 50 mph design speed (posted speed limit + 5 mph) for a total turn lane length of 390 feet. Therefore, the existing eastbound left turn lane at this location is insufficient in length and would be required to be lengthened by an additional 85 feet in order to accommodate traffic as a result of the closing of the existing full median opening at Bonita Beach Road and Hunters Ridge Boulevard intersection. The storage length calculation utilizing the two-minute arrival formula is shown below for reference.

$$\begin{aligned}\text{Storage} &= (1\text{hour}/60\text{ minutes})*(2\text{ minutes})*(176\text{ veh})*25\text{ ft/veh} \\ &= 146.6\text{ ft of storage} \\ &\approx 150\text{ ft of storage}\end{aligned}$$

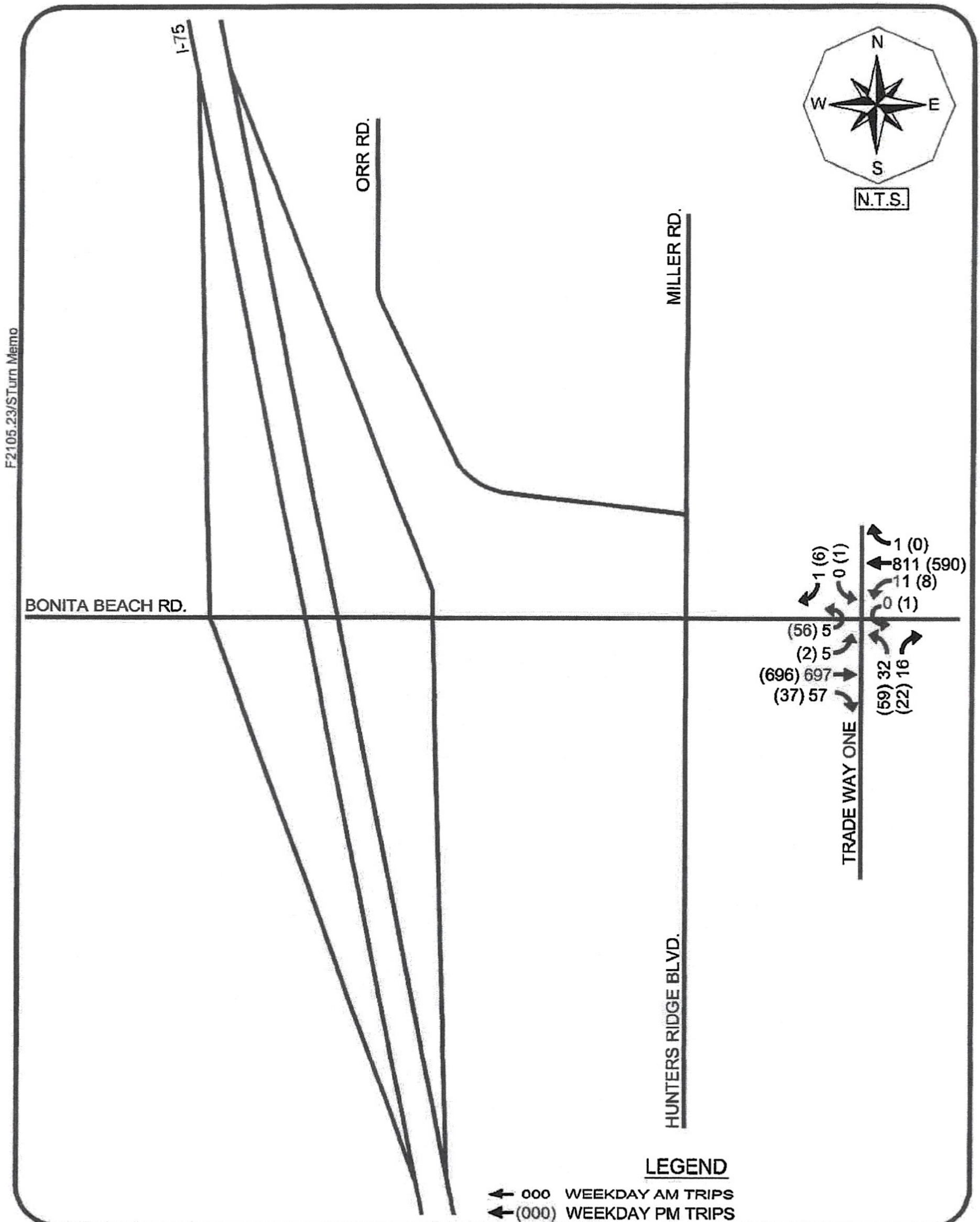
At the request of the City, a queuing analysis was also conducted at the Bonita Beach Road and Trade Way One intersection based on latest version of the program *Highway Capacity Software (HCS©)*. This analysis was completed consistent with the traffic volumes illustrated on Figure 5A and the attached *Development of Future Year Background Turning Volumes* spreadsheet for the Bonita Beach Road and Trade Way One intersection. The results of the analysis indicate a maximum eastbound left turn/U-

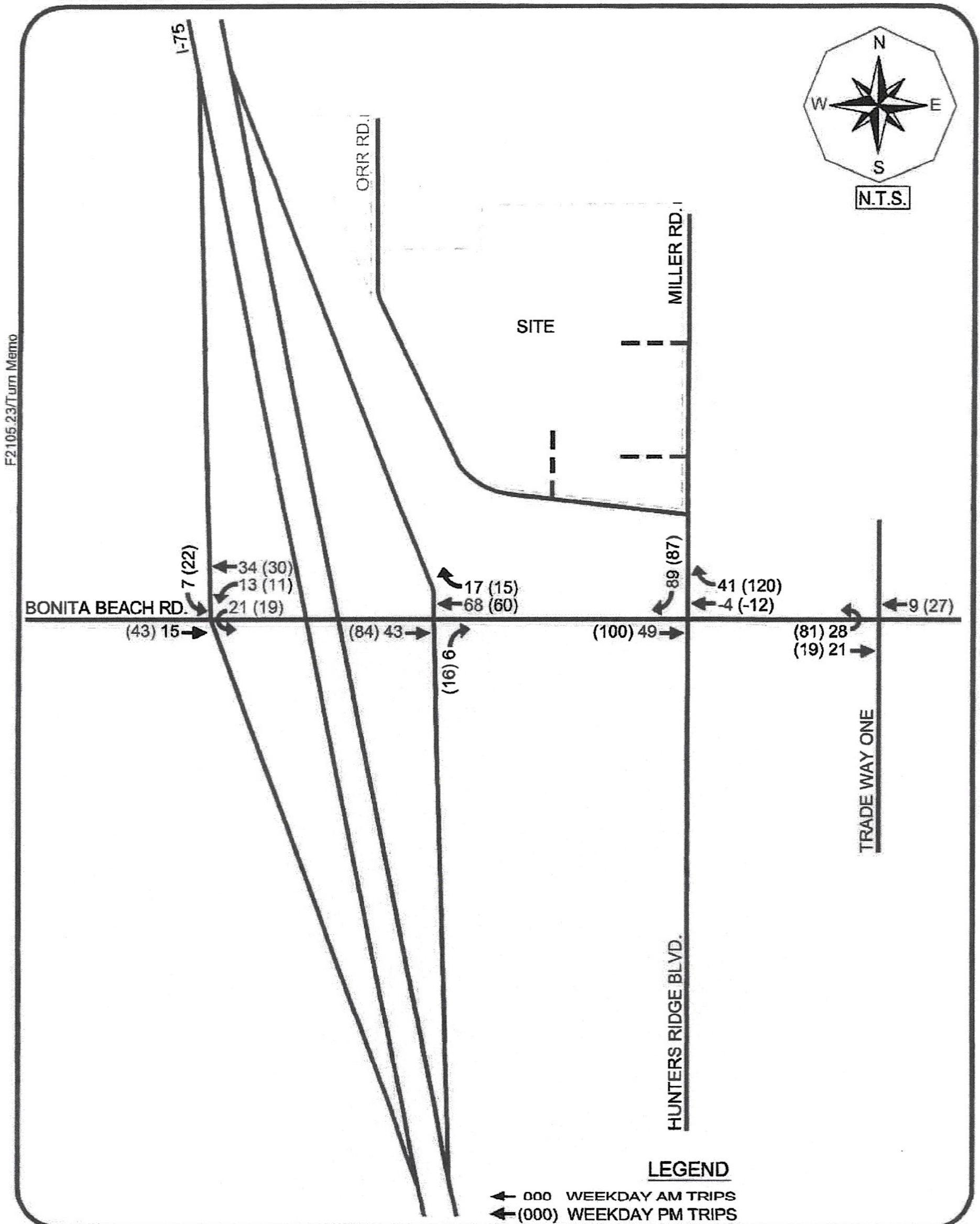
turn queue of 2.9 vehicles or approximately 75 feet, which is less than the storage distance that was calculated above using the two-minute arrival formula. No further analysis should be necessary.

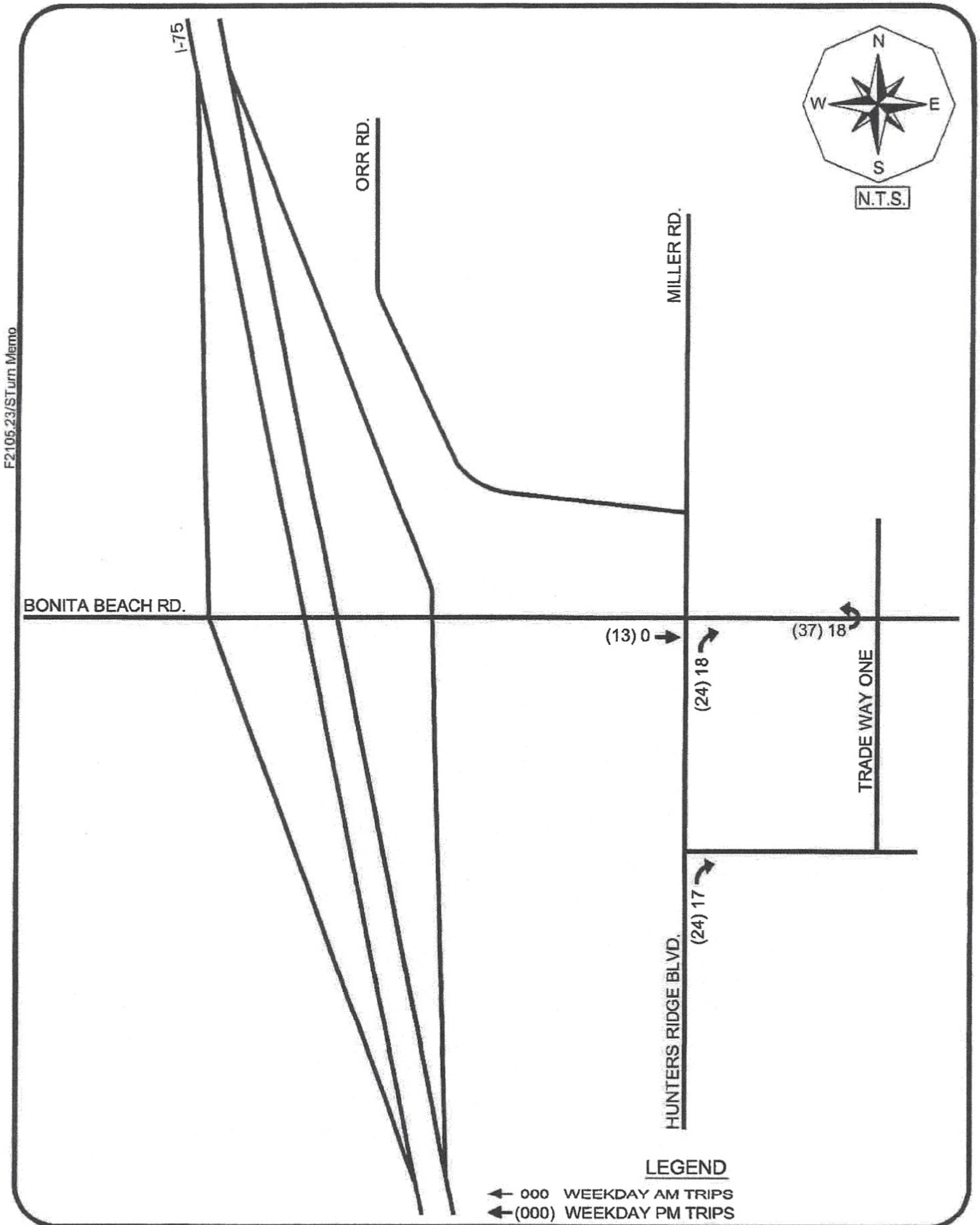
The Bonita 75 applicant should only be responsible for a proportionate share payment of this improvement as it is related to the closure of the median opening on the off-site roadway.

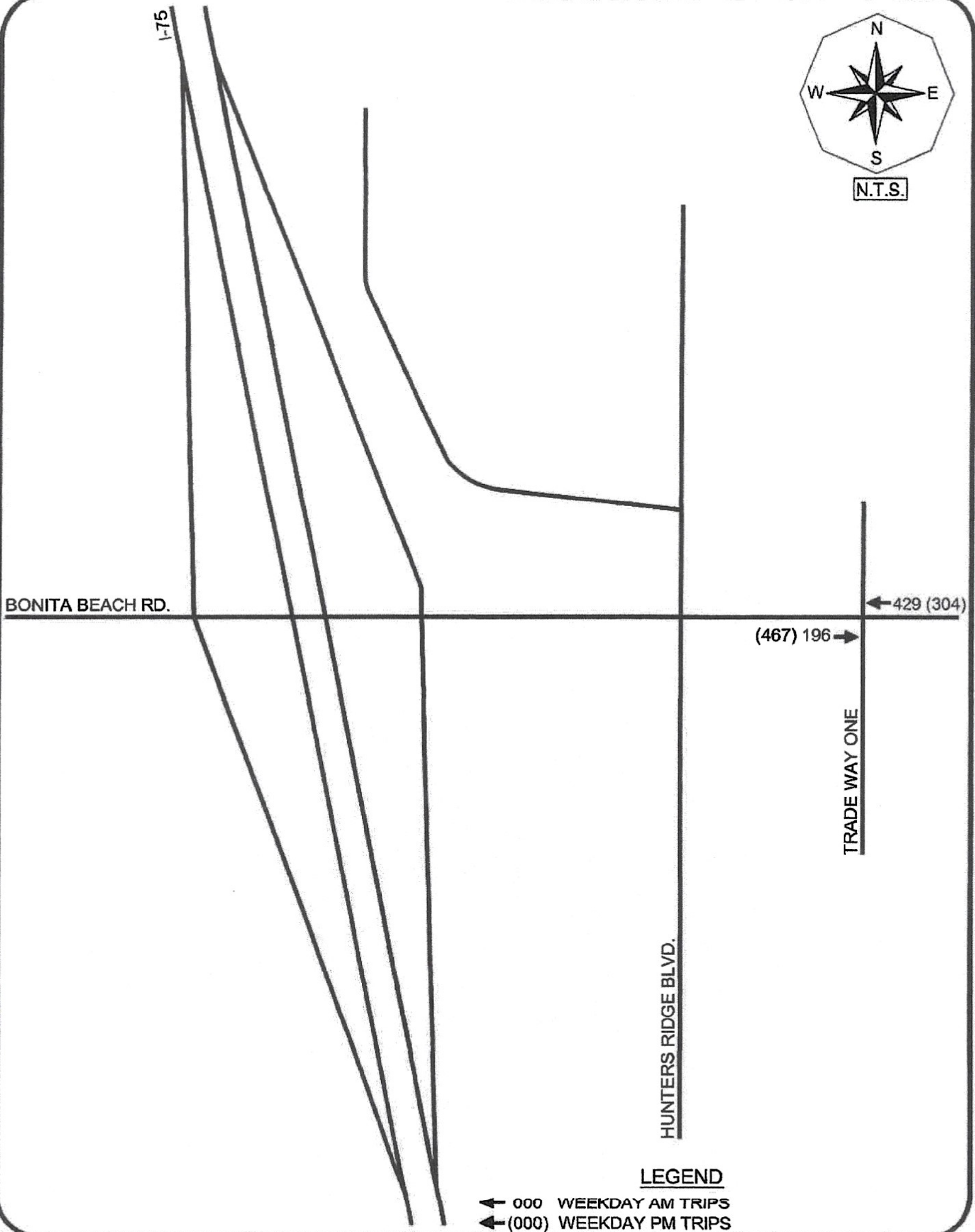
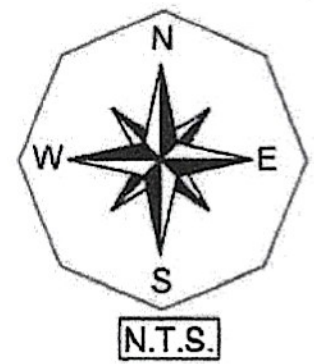
If you have any additional questions, please do not hesitate to contact us.

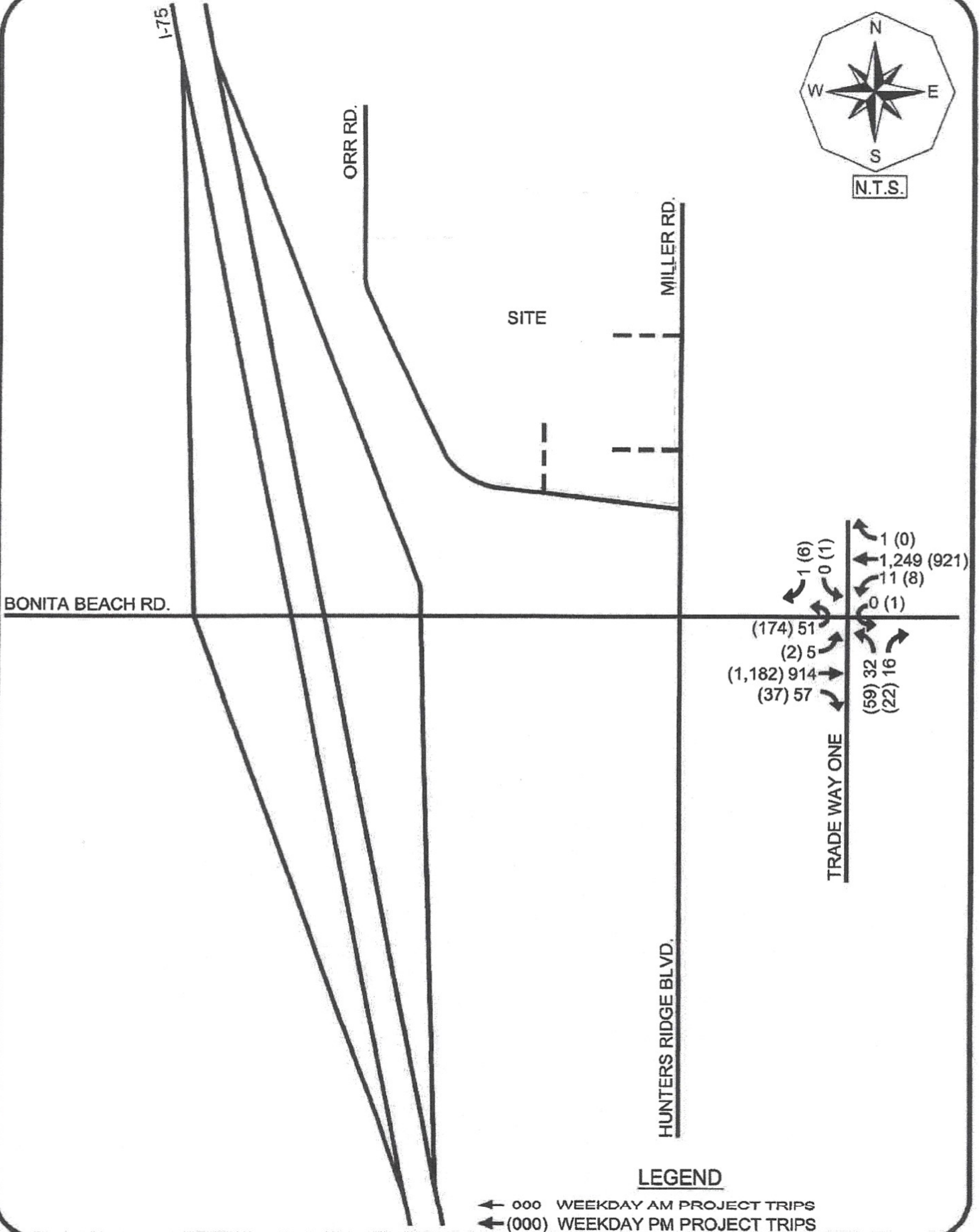
Attachments











**Administrative Code
Board of County Commissioners**

CATEGORY: Transportation and Traffic Management

CODE NUMBER: AC-11-4

TITLE:
TURN LANE POLICY

ADOPTED: 10/19/88

AMENDED: 10/16/91 3/24/98, 08/17/21

ORIGINATING DEPARTMENT:
TRANSPORTATION

PURPOSE/SCOPE:

GENERAL

I. SCOPE

Deceleration, left turn, and right turn lanes are desirable for the safe execution of speed change maneuvers and for storage and protection of left and right turning vehicles. These additional lanes for exit or entrance maneuvers shall be provided in accordance with County Design Standards herein. The pavement width and cross slopes of such lanes shall meet minimum requirements; however, special designs may be allowed when deemed necessary by the Director of the Department of Transportation for County maintained facilities and the Manager of the Department of Community Development's Development Services Division for privately-maintained facilities. Shoulders and recovery areas should be provided in accordance with the same requirements for other travel lanes; wherever possible.

It should be realized that deceleration, left turn, and right turn lanes constitute an integral part of the geometric design of streets and highways and shall be included in the design for all new and replacement construction projects. Deceleration, left turn, and right turn lanes may need to be installed at an existing intersection or access point to improve the existing or outdated design, if and when a traffic analysis shows that the travel time or safety is being degraded by the proposed project traffic, or the turning movements at the intersection are being created by the proposed project's traffic. This Policy addresses the warrants and design features for both cases.

II. POLICY AND PROCEDURE

Deceleration, left turn, and right turn lanes shall be provided at all intersections and/or access points on county-maintained and privately-maintained facilities as required by this policy. Deceleration, left turn, and right turn lane requirements shall not apply to a single family residence, a duplex residence, or two (2) family residence. When an existing development increases trip generation by expanding facilities or by change in use, a one-time deviation may be granted whereby only the increased trip generation is considered in determining if the warrants for requiring deceleration, left and right turn lanes are satisfied providing such deviation does not create a new or increased existing hazard which is detrimental to the health, safety and welfare of the traveling public.

This policy shall not be used to deny access to county maintained facilities for property which otherwise has the right of access; and for which it is not possible to provide deceleration, left and right turn lanes without acquiring additional Right-of-way (ROW) beyond the limits of the subject property. Nothing in this policy shall be construed to place an obligation upon the County to permit left turn lanes into or out of any development via either any existing or proposed street or access point driveway from any street or highway facility where the Director of the Department of Transportation or the Manager of the Division of Development Services (hereinafter referred to as the "Directors") has determined it is not in the best interests of the health, safety and general welfare of the traveling public to allow such left turning movement.

3. Intersecting Street/Connection to Local Street

- a. Posted speed limit of the intersecting street or access point connection is equal to or greater than thirty (30) mph.
- b. Number of right turning movements from the intersecting street or access point connection is equal to or greater than one hundred and twenty (120) during either the A.M. or P.M. peak hour of the local street.
- c. Traffic control of the intersecting street or access point connection is a traffic signal.

V. DESIGN

- I. Deceleration lanes consist of two distinct sections. The transition section is the distance needed for vehicles to achieve transfer from the through lane to the turn lane. The deceleration section is the distance needed to slow to a stop.

FDOT has tabulated standards for these distances, but those apply to typical rural highways. Under county urbanized conditions drivers begin deceleration immediately upon entry into the transition section and arrive at the deceleration section at lower speeds than the posted speed. Under urbanized conditions AASHTO recommends a deceleration rate of 10 ft. per sec. per sec. The table below represents a set of calculated County standards which differ from the FDOT standards except for those roads with a posted speed of 45 mph or above. County standards shall be used on County roads, except controlled access roadways which will utilize the FDOT standards. FDOT will specify requirements on State Highways. FDOT standards are found in the Florida Design Manual.

<u>Design Speed (mph)</u>	<u>Transition Distance (ft)</u>	<u>Deceleration Distance (ft)</u>	<u>Total Distance (ft)</u>
30	75	50	125
35	80	75	155
40	85	100	185
45	See FDM Section 212	See FDM Section 212	See FDM Section 212
50		See FDM Section 212	
55		See FDM Section 212	

The initial 50 feet (100 feet for a dual turn lane) of the transition length shall consist of pavement taper and the remaining length shall be the full width of the deceleration lane (see Figures FB-1 and FB-2).

II. DESIGN OF LEFT AND RIGHT TURN LANES

Where left and right turn lanes are required, storage lanes shall be used in conjunction with deceleration lanes and their lengths shall be added to the required transition and deceleration length.

A. For calculating the storage requirements for unsignalized intersections:

- a. For left turn lanes use the number of vehicles that will arrive in two minutes during the design peak hour:

$$N = \frac{V}{30} * L$$

Where:

N = length of storage required (round to the next full vehicle length)

V = Number of turning vehicles during the peak hour of generator in the design year

L = length of vehicle, including headway (use 25 feet as a minimum). A longer average vehicle length may be required if the vehicle mix includes a large number of trucks or buses.

- b. For right turn lane storage length, use the number of vehicles that will arrive in one minute during the design peak hour:

St. James Development CPD

Exhibit IV-I

Conceptual Water Management

A written description of the surface water management plan that includes:

- a. The runoff characteristics of the property in its existing state.

Runoff generally flows from south to the north and eventually discharges into Oak Creek. There is an existing minor swale along the east property line.

- b. In general terms, the drainage concept proposed, including the outfall to canals or natural water bodies, including how drainage flows from adjacent properties will be maintained.

The proposed water management system will consist of either wet and/or dry detention/retention (or combination of both) to treat and attenuate the 25 yr storm event. Water quality treatment (150% of calculated SFWMD requirement) will be provided. The previously issued permit for the site allows for discharge to Oak Creek by way of a ditch along the western property line. No change is anticipated under the forthcoming permit. Refer to the stormwater plan for approximate location of the stormwater control structure. There are no offsite flows entering the property. ICPR routing will be provided at the time of DO permitting.

- c. The retention features (including existing natural features) that will be incorporated into the drainage system and the legal mechanism which will guarantee their maintenance.

Lake(s) and/or dry detention/retention will be created and incorporated into the system. The property owner will be responsible for maintenance.

- d. How existing natural features will be preserved. Include an estimate of the ranges of existing and post development water table elevations, where appropriate.

The existing Control Elevation of this area is approximately 2.8 NAVD and that will be maintained under the proposed development. The project will include a native preservation component within the proposed site plan.

- e. If the property is subject to seasonal inundation or subject to inundation by a stream swollen by the rains of a 100-year storm event, indicate the measures that will be taken to mitigate the effects of expectable flooding.

Should floodplain compensation be required, the design will be reviewed and permitted by the South Florida Water Management District.

St. James CPD

Environmental Assessment Report

Section 31, Township 47 South, Range 26 East
Lee County, Florida

August 2023

Prepared by:



Introduction

The 9.26± acre St. James CPD property is located within a portion of Sections 31, Township 47 South, Range 26 East, Lee County, Florida. (Exhibit A).

The site consists of oak -pine habitat invaded by exotic tree species to various degrees and exotic dominated communities. Based on a review of historic aerial photography, large portions of the site have been cleared over the last several years. This property is currently undeveloped.

The proposed commercial development would be located on the exotic infested oak pine and exotic dominated uplands. The analysis below addresses the character of the proposed project for commercial use in light of the conditions onsite.

Site History

The historic aerials show significant impacts over time to the subject property. In the 1953 aerial the site was cleared of most trees and shrubs and a few dirt roads were created in the north portion of the property. Then prior to 1972, major earth work was done in the site including the creation of the east-west canals. There was also a small collection of buildings in the southern portion of the property as of 1972. The 1980s aerial includes the previous changes to the site but includes more disturbances in the southern portion of the site. By 2022 the site has been infested by exotic vegetation.

Existing Vegetative Communities

The predominant vegetation associations were mapped based on 2022 digital 1" = 40' scale aerial photography. Six vegetation associations were identified using the Florida Land Use, Cover and Forms Classification System (FLUCCS). The attached map (see Exhibit B) depicts the approximate location and configuration of these vegetation associations and the acreages are summarized by FLUCCS code in Table 1.

Table 1. Acreage Summary by FLUCCS

FLUCCS CODE	DESCRIPTION	ACREAGE
414DE3	Pine-Mesic Oak Disturbed, Invaded by Exotics (51-75%)	2.31
422	Brazilian Pepper	0.36
450	Mixed Exotic Upland Forest	3.74
510D*	Ditch	0.95
617**	Mixed Wetland Hardwoods	0.15
740	Disturbed Land	1.75
Upland Subtotal		8.16
Wetland Subtotal		0.15
Other Surface Waters Subtotal		0.95
Total		9.26

* Potential Other Surface Waters

** Potential Jurisdictional Wetlands

Surrounding Land

The parcel is bordered by Bonita Beach Road to the south, undeveloped land to the west and north, and commercial development as well as disturbed land to the east. See Exhibit C for the Surrounding Land Map.

Soils

Mapping prepared by the Natural Resources Conservation Service depicts four soil types as occurring on-site. All of the soil types are considered to be hydric (wetland) soils including Brynwood fine sand (Map Unit 6), Isles fine sand, frequently ponded (Map Unit 39), Brynwood fine sand, wet-Urban land complex (Map Unit 64), and Isles fine sand, ponded-Urban land complex (Map Unit 116). Under native conditions the soil survey describes these soils as typically occurring in hydric pine flatwoods except for the urban land complex where applicable. A hydric soil is defined as a soil that, in its natural condition, is saturated, ponded, or flooded for a sufficient period during the growing season to develop anaerobic conditions that favor growth and regeneration of hydrophytic (wetland) vegetation. This soils information is provided for general informational purposes and the accuracy of the soils mapping obtained from the Florida Natural Resources Conservation has not been confirmed.

Please see Exhibit D for the Soils Map.

Wetlands

Based on the current site conditions, the property contains one small area located in the north portion of the site that meets the criteria for state jurisdictional wetlands (Exhibit E). This poor quality wetland area, labeled FLUCCS 617, is 0.15 acres. Additionally, there are two ditches onsite that total 0.95 acres that SFWMD will consider to be Other Surface Waters. A state Environmental Resource Permit (ERP) will be required for development activities (mechanical clearing, excavation, or fill) for areas determined to be within South Florida Water Management District's wetland jurisdiction.

Potential Listed Species

The property has been evaluated for the potential presence of listed species. Prior to inspecting the site, the Florida Fish and Wildlife Conservation Commission (FWC) listed species occurrence data base (updated April 2022) was reviewed to determine the known occurrence of species listed by the FWC and/or U.S. Fish and Wildlife Service (FWS) as threatened, endangered, or species of special concern in the project area. According to that database there are no known listed species sightings on the subject property (Exhibit F).

This assessment focuses on identifying the federal and state listed species that potentially could be found within the various vegetative habitats on the project site (Table 2).

Table 2. Listed Species That Could Potentially Occur Onsite

FLUCCS CODE	Species Name	Present	Absent
414	Gopher Frog (<i>Rana areolata</i>)* Eastern Indigo Snake (<i>Drymarchon corais couperi</i>) Gopher Tortoise (<i>Gopherus polyphemus</i>) Florida Scrub Jay (<i>Aphelocoma coerulescens</i>) Red-cockaded Woodpecker (<i>Picoides borealis</i>) Southeastern American Kestrel (<i>Falco sparverius paulus</i>) Big Cypress Fox Squirrel (<i>Sciurus niger avicennia</i>) Florida Black Bear (<i>Ursus americanus floridanus</i>)* Florida Panther (<i>Felis concolor coryi</i>) Beautiful Pawpaw (<i>Deeringothamnus pulchellus</i>) Fakahatchee Burmannia (<i>Burmannia flava</i>) Florida Coontie (<i>Zamia floridana</i>) Satinleaf (<i>Chrysophyllum olivaeforme</i>)		√ √ √ √ √ √ √ √ √ √ √ √ √
422, 450	None		
510	American Alligator (<i>Alligator mississippiensis</i>) Limpkin (<i>Aramus guarauna</i>)* Little Blue Heron (<i>Egretta caerulea</i>) Reddish Egret (<i>Egretta rufescens</i>) Roseate Spoonbill (<i>Ajaia ajaja</i>) Snowy Egret (<i>Egretta thula</i>)* Tricolored Heron (<i>Egretta tricolor</i>) Everglades Mink (<i>Mustela vison evergladensis</i>)		√ √ √ √ √ √ √ √
617	Limpkin (<i>Aramus guarauna</i>)* Little Blue Heron (<i>Egretta caerulea</i>) Snowy Egret (<i>Egretta thula</i>)* Tricolored Heron (<i>Egretta tricolor</i>) Florida Black Bear (<i>Ursus americanus floridanus</i>)* Florida Panther (<i>Felis concolor coryi</i>)		√ √ √ √ √ √ √
740	None		

* Species delisted subsequent to adoption of Lee County Protected Species Ordinance No. 89-34

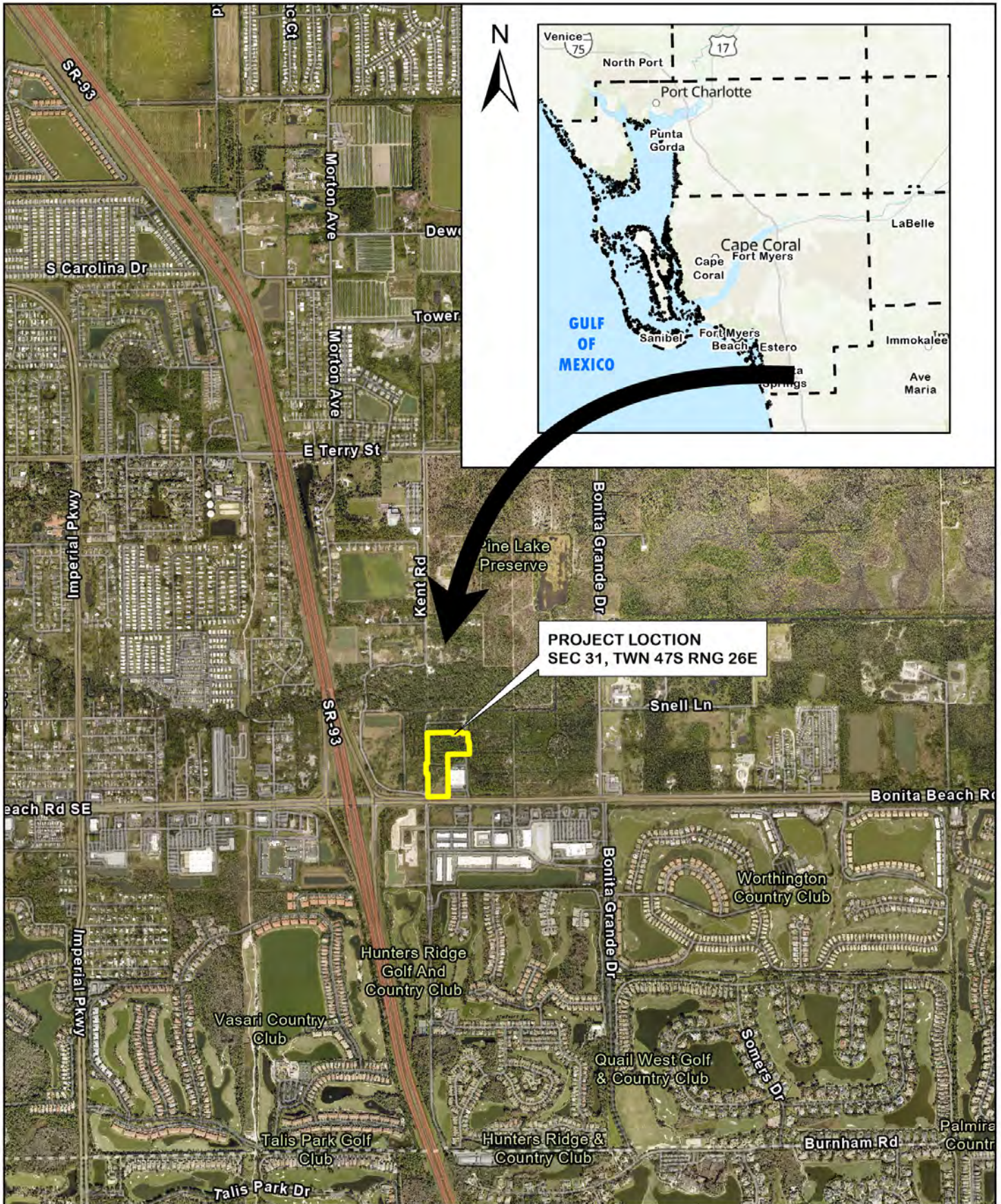
The Florida bonneted bat (*Eumops floridanus*) is listed as endangered by the FWS and the FWC. The FWS established a Consultation Area for this species in its October 22, 2019, letter to the COE. This letter also establishes survey protocols for determining both potential roosting and foraging activities on proposed development sites and potential Best Management Practices (BMP) to lessen the potential impacts of development on the species. The property is located within the Consultation Area. This bat typically roosts in cavities within large live or dead trees but may also roost in abandoned buildings and under bridges. Florida bonneted bats forage in a variety of upland, wetland, and open water habitats preferring open areas.

A total of ten (10) snags (dead trees) containing potential cavities entrances were observed on the property during a protected species survey conducted in May 2023. No evidence of Florida bonneted bats or their guano was observed in or around the base of the potential roost cavity trees on-site.

No other species listed by either the FWS or the FWC were observed on the site during the protected species survey. If other listed species, are determined in the future to occur on-site, then appropriate permits will be required by the agencies.

Exhibit A

Location Map



PROJECT LOCATION
SEC 31, TWN 47S RNG 26E

Project Location Map

**OWEN ENVIRONMENTAL
CONSULTING, LLC.**
FORT MYERS 239-994-9007

Exhibit B

Vegetation Map

St James CPD



SECTION: 31
TOWNSHIP: 47S
RANGE: 26E

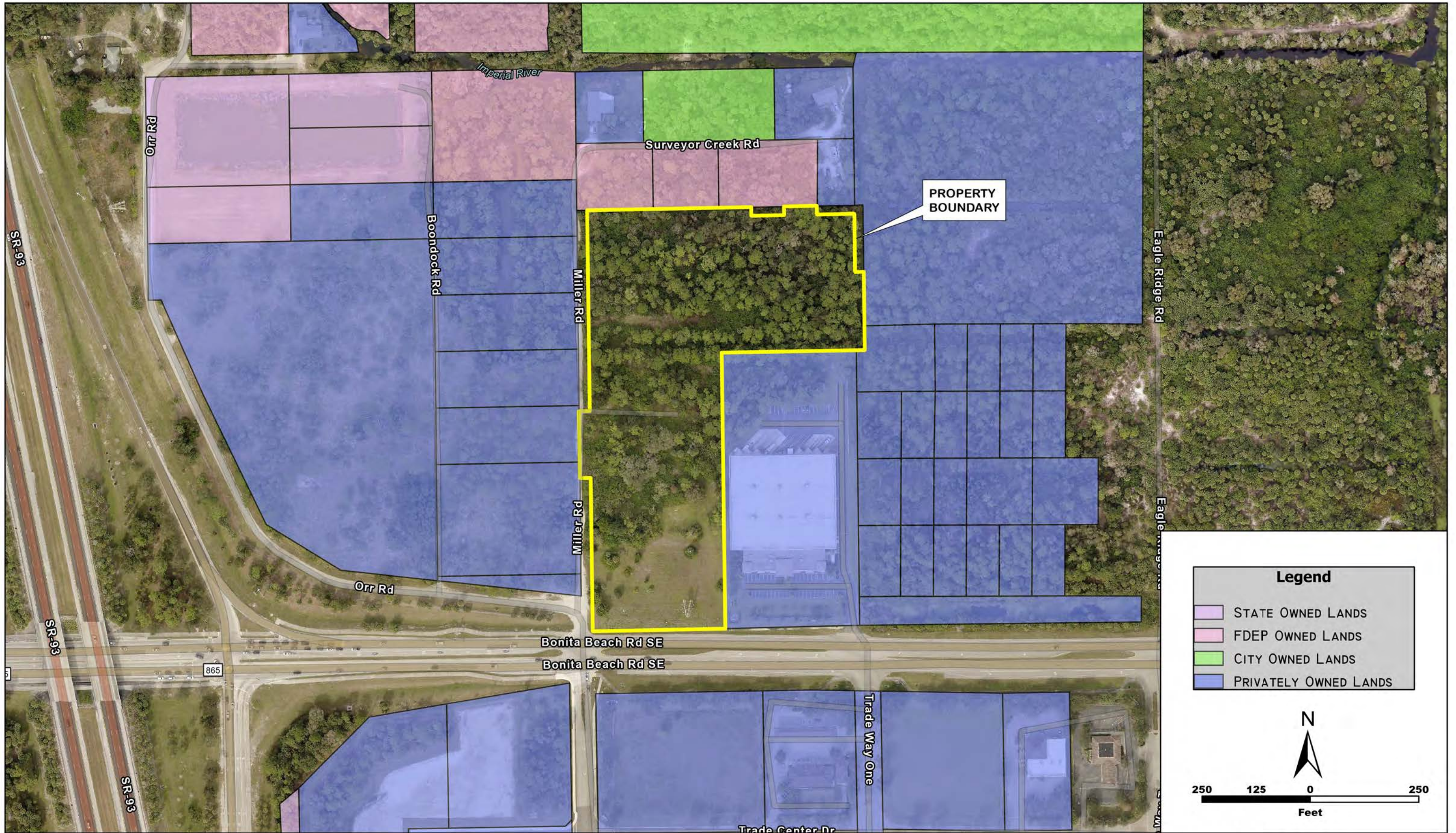
0 20 40
SCALE FEET

FLUCCS	Description	Acreage
414DE3	Pine-Mesic Oak Disturbed, Invaded by Exotics (51-75%)	2.31 Ac.±
422	Brazilian Pepper	0.36 Ac.±
450	Mixed Exotic Upland Forest	3.74 Ac.±
510D**	Ditch	0.95 Ac.±
617*	Mixed Wetland Hardwoods	0.15 Ac.±
740	Disturbed Land	1.75 Ac.±
Total		9.26 Ac.±
* Potential SFWMD Jurisdictional Wetlands		
** Potential SFWMD Jurisdictional Other Surface Waters		

- Notes:
- Property boundary provided by Grady Minor & Associates, Inc.
 - Mapping based on photointerpretation of 2022 aerial photography and ground truthing in September 2022.
 - Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

Exhibit C

Surrounding Land Map



Surrounding Lands Map

St James CPD

**OWEN ENVIRONMENTAL
CONSULTING, LLC.**
FORT MYERS 239-994-9007

Exhibit D

Soils Map

St James CPD

PROPERTY
BOUNDARY

Miller Road

6

39

116

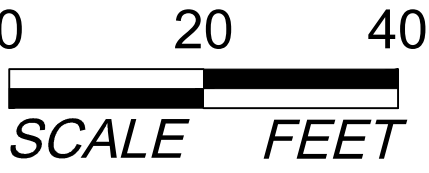
64

64

Bonita Beach Road



SECTION: 31
TOWNSHIP: 47S
RANGE: 26E



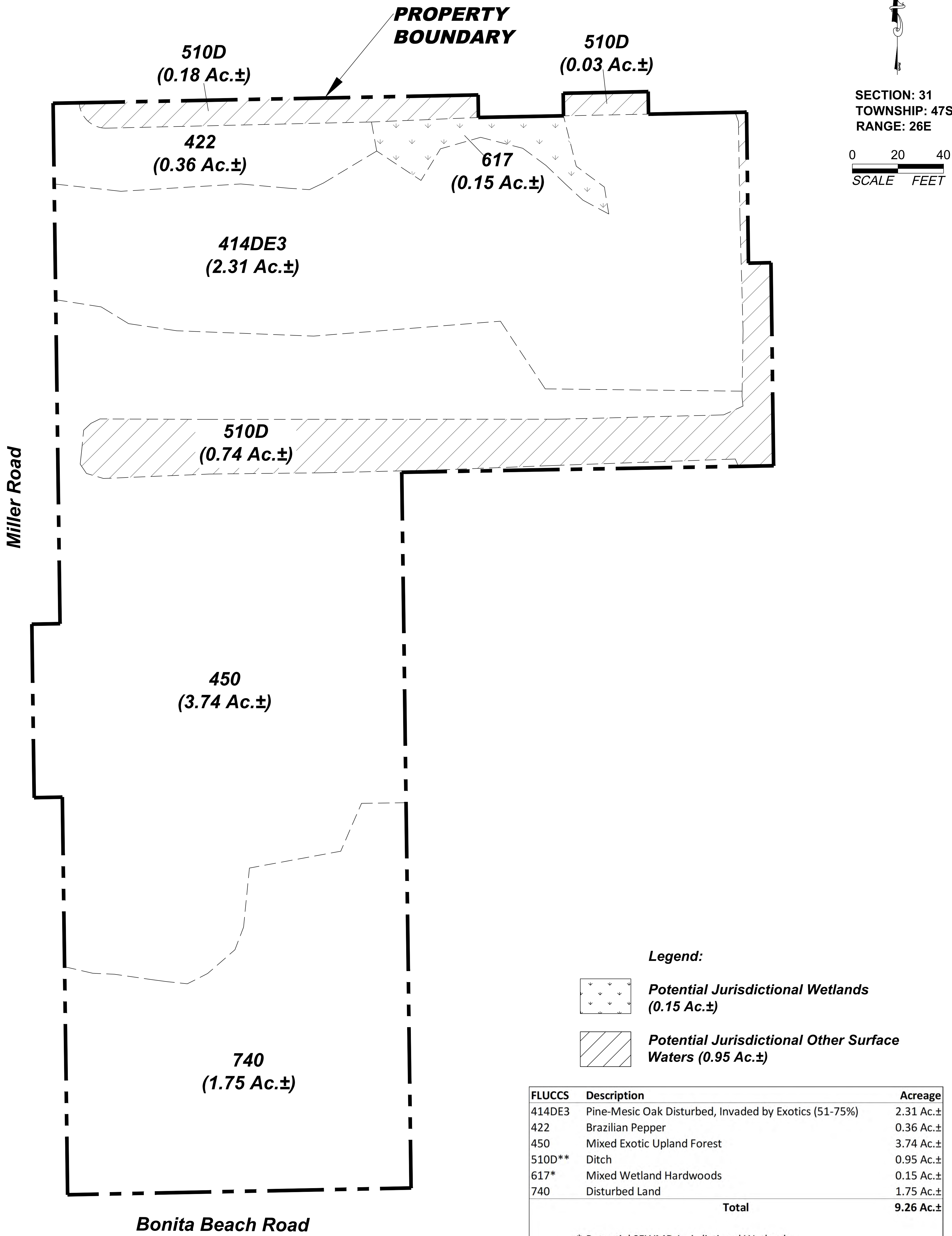
- Notes:**
1. Property boundary provided by Grady Minor & Associates, Inc.
 2. Mapping based on photointerpretation of 2022 aerial photography and ground truthing in September 2022.
 3. Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

Soil Legend	
6	Brynwood fine sand, wet, 0 to 2 percent slopes
39	Isles fine sand, frequently ponded, 0 to 1 percent slopes
64	Brynwood fine sand, wet-Urban land complex, 0 to 2 percent slopes
116	Isles fine sand, ponded-Urban land complex, 0 to 1 percent slopes

Exhibit E

Wetland Map

St James CPD



Notes:

- Property boundary provided by Grady Minor & Associates, Inc.
- Mapping based on photointerpretation of 2022 aerial photography and ground truthing in September 2022.
- Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

Exhibit F

Protected Species
Database Map



Aerial with Listed Species Data

St James CPD

**OWEN ENVIRONMENTAL
CONSULTING, LLC.**
FORT MYERS 239-994-9007

St James CPD





SECTION: 31
TOWNSHIP: 47S
RANGE: 26E

02040

SCALE FEET

Heritage Trees (16)

ID	SPECIES	DBH	LATITUDE	LONGITUDE
HT-1	SLASH PINE	23	26 19.9759N	81 44.7709W
HT-2	LIVE OAK	Multi 34	26 20.0233N	81 44.7851W
HT-3	SLASH PINE	21	26 20.0536N	81 44.6998W
HT-4	SLASH PINE	25	26 20.0382N	81 44.7385W
HT-5	LIVE OAK	24	26 19.9517N	81 44.7441W
HT-6	LIVE OAK	22	26 19.9603N	81 44.7739W
HT-7	LIVE OAK	27	26 19.9606N	81 44.7694W
HT-8	LIVE OAK	36	26 19.9604N	81 44.7704W
HT-9	LIVE OAK	28	26 19.9622N	81 44.7664W
HT-10	LIVE OAK	Multi 45	26 19.9669N	81 44.7641W
HT-11	SLASH PINE	23	26 19.9834N	81 44.7379W
HT-12	LIVE OAK	23	26 19.9790N	81 44.7398W
HT-13	LIVE OAK	25	26 19.9902N	81 44.7538W
HT-14	SLASH PINE	24	26 19.9907N	81 44.7551W
HT-15	SLASH PINE	23	26 20.0145N	81 44.7131W
HT-16	SLASH PINE	20	26 20 01.67N	81 44 45.24W

- Notes:
- 1. Property boundary provided by Grady Minor & Associates, Inc.
 - 2. Mapping based on photointerpretation of 2022 aerial photography and ground truthing in September 2022.
 - 3. Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

St James CPD





SECTION: 31
TOWNSHIP: 47S
RANGE: 26E

02040

SCALE FEET

- Notes:
- 1. Property boundary provided by Grady Minor & Associates, Inc.
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HT-15	SLASH PINE	23	26 20.0145N	81 44.7131W
HT-16	SLASH PINE	20	26 20 01.67N	81 44 45.24W

St James CPD

Section 31, Township 47 South, Range 26 East
Lee County, Florida

Protected Species Survey & Florida Bonneted Bat Roost Survey

August 2023

Prepared by:



ENVIRONMENTAL CONSULTING, LLC
15957 Tropical Breeze Drive, Fort Myers, FL 33908
(239) 994-9007

INTRODUCTION

The 9.26± acre project is located within a portion of Section 31, Township 47 South, Range 26 East, in the City of Bonita Springs, Lee County, Florida (Figure 1). The parcel is bordered by Bonita Beach Road to the south, undeveloped land to the west and north, and commercial development as well as disturbed land to the east.

SITE CONDITIONS

The site includes pine-mesic oak, mixed exotic forest, and mixed wetland hardwood communities that have been invaded by various exotic tree species. The site has been significantly disturbed in the past and contains a variety of disturbed lands and ditches.

VEGETATIVE CLASSIFICATIONS

The predominant upland and wetland vegetation associations were mapped in the field on 2022 digital color 1" = 40' scale aerial photography. The property was staked in the field at the time of our site inspection. A boundary survey was provided by Grady Minor & Associates, Inc. and was used as an overlay on aerial photography. Six (6) vegetation associations were identified using the Florida Land Use, Cover and Forms Classification System (FLUCCS). The attached Vegetation Map (Figure 2) depicts the approximate location and configuration of these vegetation associations and Table 1 summarizes the acreages by FLUCCS Code. A brief description of each FLUCCS Code is also provided below.

Table 1. Acreage Summary by FLUCCS Code

FLUCCS CODE	DESCRIPTION	ACREAGE
414DE3	Pine-Mesic Oak Disturbed, Invaded by Exotics (51-75%)	2.31
422	Brazilian Pepper	0.36
450	Mixed Exotic Upland Forest	3.74
510D*	Ditch	0.95
617**	Mixed Wetland Hardwoods	0.15
740	Disturbed Land	1.75
Total		9.26

* Potential Jurisdictional Other Surface Waters

** Potential Jurisdictional Wetlands

FLUCCS Code 414DE3, Pine-Mesic Oak Disturbed, Invaded by Exotics (51-75%)

This pine-mesic oak area includes slash pine (*Pinus elliottii*), Brazilian pepper (*Schinus terebinthifolia*), live oak (*Quercus virginiana*), java plum (*Syzygium cumini*), poison ivy (*Toxicodendron radicans*), laurel oak (*Quercus laurifolia*), myrsine (*Rapanea punctata*), earleaf acacia (*Acacia auriculiformis*), grape vine (*Vitis* sp.) and cabbage palm (*Sabal palmetto*).

FLUCCS Code 422, Brazilian Pepper

This area consists of Brazilian pepper, blackberry (*Rubus* sp.), scattered slash pine, live oak, and laurel oak.

FLUCCS Code 450, Mixed Exotic Upland Forest

This area is dominated by exotic vegetation and includes Brazilian pepper, Boston fern (*Nephrolepis* sp.), guineagrass (*Panicum maximum*), live oak, earleaf acacia, java plum, oyster plant (*Tradescantia spathacea*), lead tree (*Leucaena leucocephala*), white-top sedge (*Rhynchospora colorata*), wedelia (*Wedelia trilobata*), philodendron (*Philodendron* sp.), Spanish needles (*Bidens alba*), ragweed (*Ambrosia artemisiifolia*), and cabbage palm.

FLUCCS Code 510D, Ditch

This ditch includes willow (*Salix caroliniana*), Brazilian pepper, slash pine, grape vine, and cabbage palm.

FLUCCS Code 617, Mixed Wetland Hardwoods

This wetland area includes willow, Brazilian pepper, swamp fern (*Blechnum serrulatum*), poison ivy, and laurel oak.

FLUCCS Code 740, Disturbed Land

This open disturbed area includes species such as smutgrass (*Sporobolus indicus*), ragweed, grape vine, Bahia grass (*Paspalum notatum*), false buttonweed (*Spermacoce remota*), Feay's palafox (*Palafoxia feayi*), witchgrass (*Dichanthelium* sp.), rustweed (*Polypremum procumbens*), camphorweed (*Heterotheca subaxillaris*), lead tree (*Leucaena leucocephala*), rattle-box (*Crotalaria* sp.), St. Augustine grass (*Stenotaphrum secundatum*), and scattered cabbage palm and Brazilian pepper.

SURVEY METHOD

Lee County Protected Species Ordinance No. 89-34, which has been adopted by the City of Bonita Springs via LDC Section 3-455, lists several protected species of animals that could potentially occur on-site based on the general vegetative associations found within the project limits. Each habitat type was surveyed for the occurrence of these and any other listed species likely to occur in the specific habitat types. The survey was conducted using meandering linear pedestrian belt transects. This survey methodology is based on the Lee County administratively approved Meandering Transect Methodology. As part of this survey all live trees and snags were inspected for evidence of cavities that could potentially be used as roosts by the Florida bonneted bat (*Eumops floridanus*). In order to provide at least 80 percent visual coverage of habitat types listed in Ordinance No. 89-34, the transects were spaced approximately 50 feet apart based on visibility. The approximate locations of all direct sighting or signs (such as tracks, nests, and droppings) of a listed species were denoted on the aerial photography. The 1" = 40' scale aerial Protected Species Survey map (Figure 3) depicts the approximate location of the survey transects and the results of the survey. The listed species survey was conducted during the morning hours of May 23, 2023. During the survey the weather was warm and sunny.

Species listed as endangered, threatened, or species of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) or the United States Fish and Wildlife Service (FWS) that could potentially occur on the subject parcel according to the Lee County Protected Species Ordinance are shown in Table 2. This list from the Lee County Protected Species Ordinance is general in nature, contains species that were subsequently delisted by the state, does not necessarily reflect existing conditions within or adjacent to the 9.26± acre property, and is provided for general informational purposes only. The bald eagle (*Haliaeetus leucocephalus*) (which has been delisted by the FWC and FWS but is still protected by other regulations), the Florida black bear (*Ursus americanus floridanus*) (delisted in 2012 and still protected by the Florida Black Bear Management Plan), and the Florida bonneted bat (which was listed by the FWS after Ordinance No. 89-34 was adopted by Lee County) were also included in the survey.

Florida Bonneted Bat (*Eumops floridanus*) Roost Survey Method

Per U.S. Fish and Wildlife Service (FWS) Draft Protocol for Florida Bonneted Bat Roost Surveys dated February 3, 2015, a series of meandering transects were completed across the portion of the site containing areas with potential natural roosting structures. Transects through roosting habitat were spaced approximately 50 feet apart and all trees and snags were visually inspected for evidence of cavities. Evidence of protected species was gathered through both direct observation and through observation of signs such as potential roost cavities, tracks, nests, and scat. If a sign was found or sighting occurred, their locations in the field were recorded using a Global Positioning System (GPS) unit. Figure 3 depicts the locations and results of the potential cavities survey. The roost survey was conducted on May 23, 2023.

Prior to conducting the protected species survey, a search of the FWC listed species database (updated in June 2023) was conducted to determine the known occurrence of listed species in the project area.

Table 2. Listed Species That Could Potentially Occur On-site

FLUCCS CODE	Percent Survey Coverage	Species Name	Present	Absent
414	80	Gopher Frog (<i>Rana areolata</i>)* Eastern Indigo Snake (<i>Drymarchon corais couperi</i>) Florida Black Bear (<i>Ursus americanus floridanus</i>)* Florida Panther (<i>Felis concolor coryi</i>)		√ √ √ √
422	80	None		
450	80	None		

FLUCCS CODE	Percent Survey Coverage	Species Name	Present	Absent
510	80	American Alligator (<i>Alligator mississippiensis</i>) Limpkin (<i>Aramus guarauna</i>)* Little Blue Heron (<i>Egretta caerulea</i>) Reddish Egret (<i>Egretta rufescens</i>) Roseate Spoonbill (<i>Ajaia ajaja</i>) Snowy Egret (<i>Egretta thula</i>)* Tricolored Heron (<i>Egretta tricolor</i>) Everglades Mink (<i>Mustela vison evergladensis</i>)		√ √ √ √ √ √ √ √
617	80	Limpkin (<i>Aramus guarauna</i>)* Little Blue Heron (<i>Egretta caerulea</i>) Snowy Egret (<i>Egretta thula</i>)* Tricolored Heron (<i>Egretta tricolor</i>) Florida Black Bear (<i>Ursus americanus floridanus</i>)* Florida Panther (<i>Felis concolor coryi</i>)		√ √ √ √ √ √
740	80	None		

*Species delisted subsequent to adoption of Lee County Protected Species Ordinance No. 89-34.

SURVEY RESULTS

Florida Bonneted Bat

Ten snags (dead trees) containing cavities that could potentially be utilized as roosting/nesting cavities by the Florida bonneted bat were observed. No evidence of Florida bonneted bats or their guano was observed in or around the base of the potential roost cavity trees on-site.

No other species listed by either the FWS or the FWC were observed on the site during the protected species survey. In addition to the site inspection, a search of the FWC species database (updated in June 2023) revealed no known protected species within or immediately adjacent to the project limits.

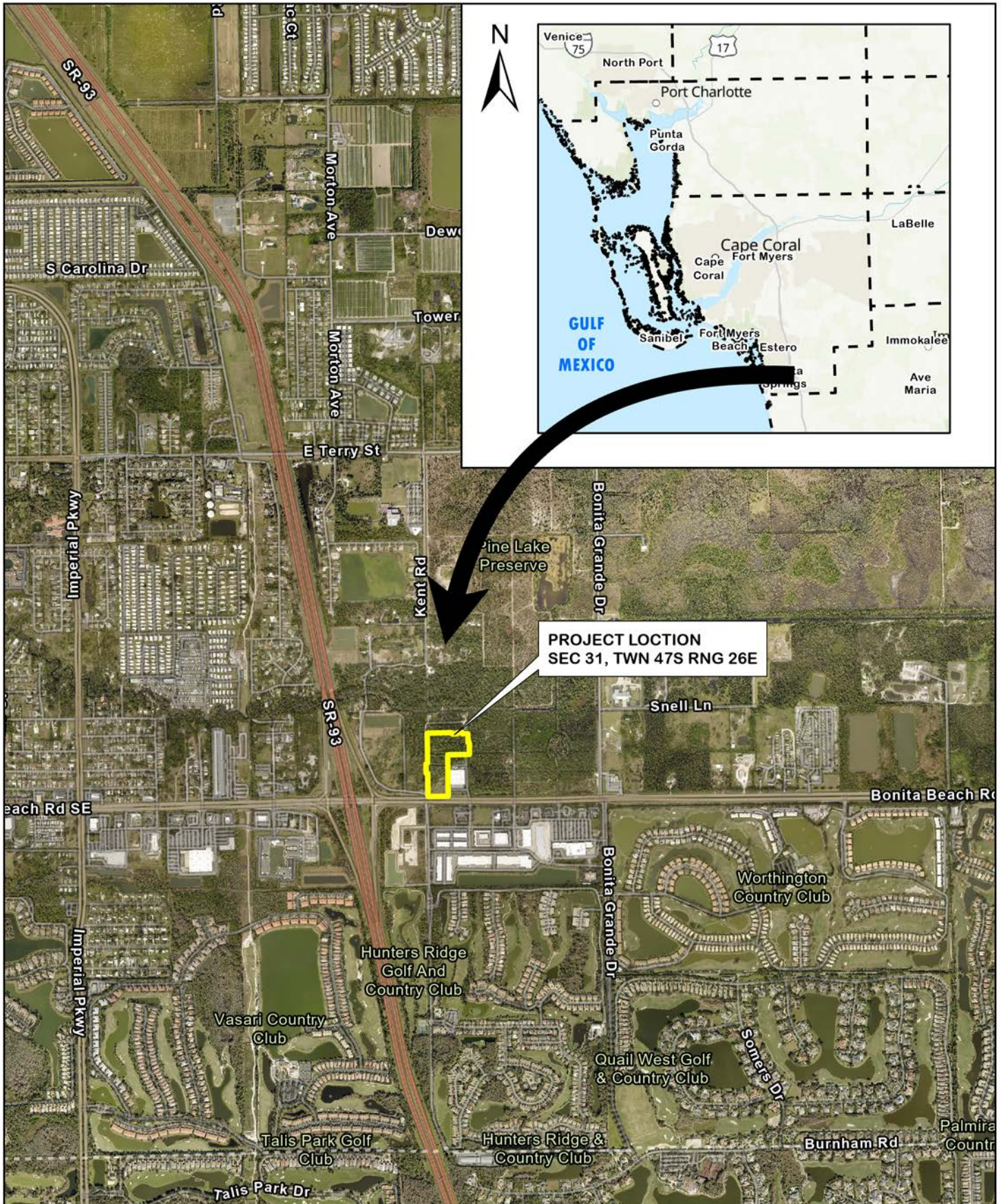


Figure 1. Project Location Map

**OWEN ENVIRONMENTAL
CONSULTING, LLC.**
FORT MYERS 239-994-9007

St James CPD



SECTION: 31
TOWNSHIP: 47S
RANGE: 26E

0 20 40
SCALE FEET

FLUCCS	Description	Acreage
414DE3	Pine-Mesic Oak Disturbed, Invaded by Exotics (51-75%)	2.31 Ac.±
422	Brazilian Pepper	0.36 Ac.±
450	Mixed Exotic Upland Forest	3.74 Ac.±
510D**	Ditch	0.95 Ac.±
617*	Mixed Wetland Hardwoods	0.15 Ac.±
740	Disturbed Land	1.75 Ac.±
Total		9.26 Ac.±
* Potential SFWMD Jurisdictional Wetlands		
** Potential SFWMD Jurisdictional Other Surface Waters		

- Notes:
1. Property boundary provided by Grady Minor & Associates, Inc.
 2. Mapping based on photointerpretation of 2022 aerial photography and ground truthing in September 2022.
 3. Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

Figure 2. Vegetation Map

St James CPD



SECTION: 31
TOWNSHIP: 47S
RANGE: 26E

0 20 40
SCALE FEET

- Notes:**
1. Property boundary provided by Grady Minor & Associates, Inc.
 2. Mapping based on photointerpretation of 2022 aerial photography and ground truthing in September 2022.
 3. Delineation of jurisdictional wetlands is preliminary and subject to field review/approval by applicable regulatory agencies.

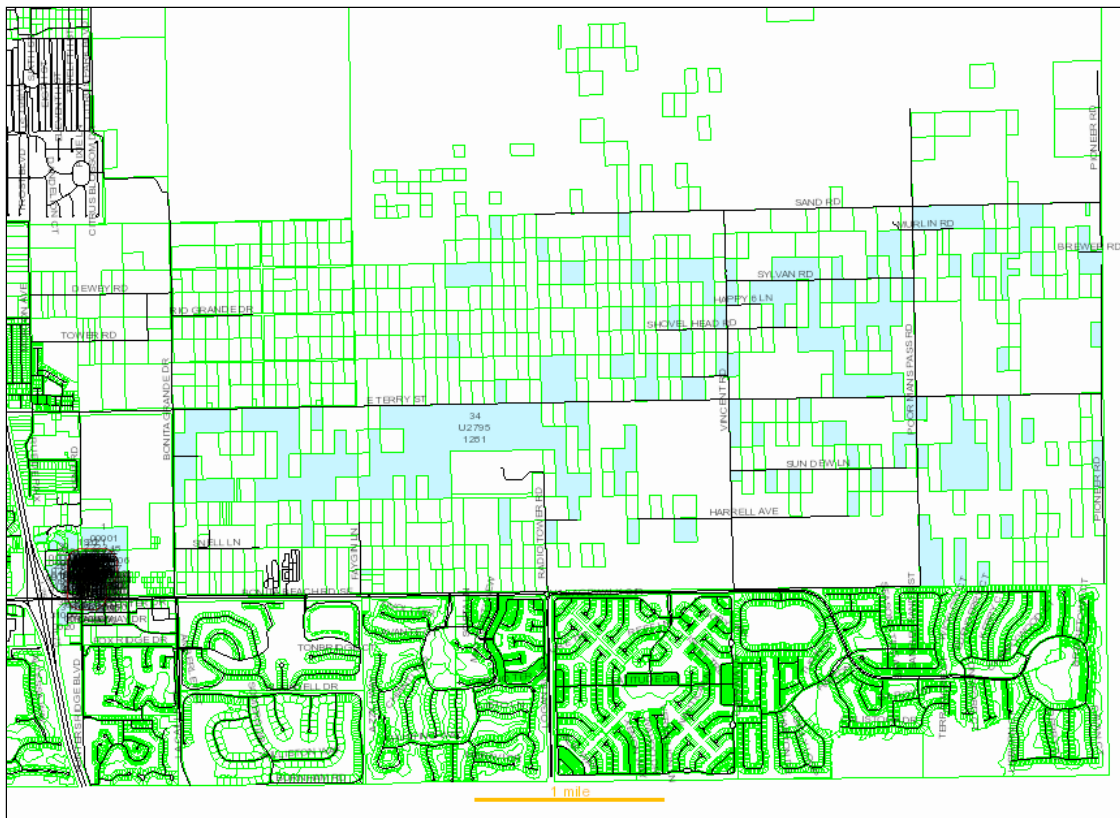
Approximate Pedestrian Survey Transects		
Snags with Cavity (10)		
FLUCCS	Description	Acreage
414DE3	Pine-Mesic Oak Disturbed, Invaded by Exotics (51-75%)	2.31 Ac.±
422	Brazilian Pepper	0.36 Ac.±
450	Mixed Exotic Upland Forest	3.74 Ac.±
510D**	Ditch	0.95 Ac.±
617*	Mixed Wetland Hardwoods	0.15 Ac.±
740	Disturbed Land	1.75 Ac.±
Total		9.26 Ac.±
* Potential SFWMD Jurisdictional Wetlands		
** Potential SFWMD Jurisdictional Other Surface Waters		

Figure 3. Protected Species Map

St. James Development CPD

Exhibit IV-O Historical & Archaeological Map





Date of Report: January 16, 2023

Buffer Distance: 375 feet
[Click here to download the map image, mailing labels \(Avery 5161\) and CSV formatted information.](#)

Parcels Affected: 39

Subject Parcels:

31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0130, 31-47-26-B3-00705.0140

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

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
CITY OF BONITA SPRINGS 9101 BONITA BEACH RD BONITA SPRINGS FL 34135	31-47-26-B3-00001.5000 KENT RD BONITA SPRINGS FL 34135	S 1/2 OF NW 1/4 OF SE 1/4	1
THOMPSON ELAINE 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00701.0050 ACCESS UNDETERMINED BONITA SPRINGS FL	SW 1/4 OF SE 1/4 LESS E 1/2 + PARCEL 1006.001 THRU 1006.0350+ I-75 R/W LESS OR 3689 PG 2514	2
THOMPSON OLIVE ELAINE 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00702.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 825 PG 625	3
CONKLIN OLIVE ELAINE OLIVE ELAINE THOMPSON 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00702.0020 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR TH W ALG S LI 1320.08 FT TH N 0 DEG 12 MIN 34 SEC E 224 FT TH S	4
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00702.0030 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR TH W ALG S LI 1320.08 FT TH N 00 DEG 12 MIN 34 SEC E 224 FT TH S	5
GOLDER W W & THELMA VICTORIA ECKMAN 129 WELLINGTON DR PERRY GA 31069	31-47-26-B3-00702.0040 ACCESS UNDETERMINED BONITA SPRINGS FL	FROM SE COR RUN W ALG S LI SEC 31 1320.08 FT TH N 224 FT TH W 251.5 FT FOR POB	6
THOMPSON ELAINE 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00702.0090 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 825 PG 626	7
CITY MATTRESS OF FLORIDA INC 12660 BONITA BEACH RD SE BONITA SPRINGS FL 34135	31-47-26-B3-00703.0050 12660 BONITA BEACH RD SE BONITA SPRINGS FL 34135	E 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE SE 1/4	8
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00703.0060 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 DESC IN OR 1364 PG 1240	9
LOPEZ RENE J & 12407 LONDONDERRY LN BONITA SPRINGS FL 34135	31-47-26-B3-00704.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	BEG SE COR SEC 31 TH S 89 DEG 48 MIN 15 SEC W 1320.08 FT TH N 0 DEG 12	10

MS HOME SOUTHWEST FLORIDA INC 3372 WOODS EDGE CIR # 103 BONITA SPRINGS FL 34134	31-47-26-B3-00704.0030 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR OF SEC RUN S 89 DEG 48 MIN W 1320.08 FT TH N 0 DEG 12 MIN E 532.0 FT	11
NEW DASA LLC 4951 TAMiami TRL N #103 NAPLES FL 34103	31-47-26-B3-00704.0040 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 4 BLK 4	12
REARDON ALLISON N & 4090 WOODBRIER DR FORT MYERS FL 33905	31-47-26-B3-00704.0090 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 462 PG 777	13
REARDON ALLISON N & 4090 WOODBRIER DR FORT MYERS FL 33905	31-47-26-B3-00704.0100 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 462 PG 777	14
BURCH JAMES N 6 MAUI CIR NAPLES FL 34112	31-47-26-B3-00704.0110 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 11 BLK 4	15
BURCH JAMES N 6 MAUI CIR NAPLES FL 34112	31-47-26-B3-00704.0120 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 12 BLK 4	16
BURCH JAMES N 6 MAUI CIR NAPLES FL 34112	31-47-26-B3-00704.0130 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 13 BLK 4	17
LYNX ZUCKERMAN AT BONITA GRAND 6131 LYONS RD STE 200 COCONUT CREEK FL 33073	31-47-26-B3-00706.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	N 1/2 OF E 1/2 OF SW 1/4 OF SE 1/4	18
THOMPSON OLIVE ELAINE 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00707.0010 27751 MILLER RD BONITA SPRINGS FL 34135	PARL IN W 1/2 OF SW 1/4 OF SE 1/4 AS DESC IN OR 1921 PG 2852	19
CITY OF BONITA SPRINGS 9101 BONITA BEACH RD BONITA SPRINGS FL 34135	31-47-26-B3-00707.003A ACCESS UNDETERMINED BONITA SPRINGS FL	PARL LYING IN W 1/2 OF SW 1/4 OF SE 1/4 AS DESC IN OR 467 PG 82 + OR 250 PG 911 + OR 1584 PG 961 AKA SUNCOAST LAKES UNIT II LOTS 3 THRU 6	20
BACHMAN JOSHUA R 12611 SURVEYOR CREEK CT BONITA SPRINGS FL 34135	31-47-26-B3-00707.0070 12611 SURVEYOR CREEK CT BONITA SPRINGS FL 34135	PARL IN NW 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 1925 PG 1432	21
TIITF/SFWM DEPT OF ENVIR PROTECTION 3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399	31-47-26-B3-00707.0110 12570 SURVEYOR CREEK CT BONITA SPRINGS FL 34135	PARL IN SW1/4 OF SE1/4 IN OR1326/224 AKA LTS11+12 BLK7 U2 SUNCOAST LAKES UNR	22
WBG SW FLORIDA INC 27800 OLD 41 RD BONITA SPRINGS FL 34135	31-47-26-B3-00707.0160 12630 SURVEYOR CREEK CT BONITA SPRINGS FL 34135	PARL IN NW1/4 OF SW1/4 OF SE14 DESC OR 1894 PG 3722 UNREC PLAT BLK 7 LT 16	23
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0100 27877 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 545 FT N OF SE COR OF SW 1/4 TH N 130 FT E 329.55 FT S 130	24
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0110 27901 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 415 FT N OF SE COR OF SW 1/4 TH N 130 FT E 329.49 FT S 130	25
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0130 27925 BOONDOCK RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SE 1/4 OF SW 1/4 AS DESC IN OR 1850 PG 1432	26
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0140 27952 BOONDOCK RD BONITA SPRINGS FL 34135	PARL LYING IN SE 1/4 OF SW 1/4 AS DESC IN INST#2005000029532 + PORT OF VACATE DESC IN INST#2009000155018 LESS OR 1850 PG 1432 + OR 1661 PG 2425	27
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0190 27802 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 935 FT N OF SE COR OF SW 1/4 TH W 329.67 FT N 130 FT E	28
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0220 27977 BOONDOCK RD BONITA SPRINGS FL 34135	PARL IN SW1/4 AS DESC IN OR1661/2425 + PORT OF VACATE DESC IN INST#2009000155018 LESS I-75 R/W	29
STATE OF FL DOT PO BOX 1249 BARTOW FL 33831	31-47-26-B4-00007.0230 27776 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 1065 FT N OF SE COR OF SW 1/4 TH W 329.72 FT N 130 FT E	30
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0290 27801 BOONDOCK RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SW 1/4 OF SW 1/4 AS DESC IN OR 404 PG 105	31
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0300 27825 BOONDOCK RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SW 1/4 OF SW 1/4 AS DESC IN OR 404 PG 105	32
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0310 27853 BOONDOCK RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SW 1/4 OF SW 1/4 AS DESC IN OR 404 PG 105	33
TIITF STATE OF FLORIDA DEPT OF ENVIR PROTECTION 3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399	33-47-26-L4-U2795.1281 ACCESS UNDETERMINED BONITA SPRINGS FL 34135	PORT OF TWP 47 RNG 26 LYING IN SEC 25 + 26 + 27 + 28 + 31 + 32 + 33 + 34 + 35 + 36	34

HORIZON PARK INVESTMENTS LLC 9999 E EXPLORATION CT STURTEVANT WI 53177	06-48-26-B1-31000.0010 28051 HUNTERS RIDGE BLVD BONITA SPRINGS FL 34135	HORIZON PARK LOT 1 AS DESC IN INST# 2020000293053	35
NAPLES COMMUNITY HOSPITAL INC 350 7TH ST N NAPLES FL 34102	06-48-26-B1-31000.0020 12570-581 TRADE CENTER DR BONITA SPRINGS FL 34135	HORIZON PARK LOT 2 AS DESC IN INST# 2020000293053	36
BERNWOOD LAND HOLDINGS LLC 1110 EUCLID AVE STE 300 CLEVELAND OH 44115	06-48-26-B2-0220A.0010 12611 BONITA BEACH RD SE BONITA SPRINGS FL 34135	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 BLK A LOT 1	37
7-ELEVEN INC 1722 ROUTH ST DALLAS TX 75201	06-48-26-B2-0220A.0020 12661 BONITA BEACH RD SE BONITA SPRINGS FL 34135	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 BLK A LOT 2	38
BERNWOOD LAND HOLDINGS LLC 1110 EUCLID AVE STE 300 CLEVELAND OH 44115	06-48-26-B2-0220D.0000 RIGHT OF WAY BONITA SPRINGS FL	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 TRACT D	39

CITY OF BONITA SPRINGS
9101 BONITA BEACH RD
BONITA SPRINGS FL 34135

THOMPSON ELAINE
27751 MILLER RD
BONITA SPRINGS FL 34135

THOMPSON OLIVE ELAINE
27751 MILLER RD
BONITA SPRINGS FL 34135

CONKLIN OLIVE ELAINE
OLIVE ELAINE THOMPSON
27751 MILLER RD
BONITA SPRINGS FL 34135

BONITA LOTS LLC
2255 GLADES RD STE 324A
BOCA RATON FL 33431

GOLDER W W & THELMA
VICTORIA ECKMAN
129 WELLINGTON DR
PERRY GA 31069

THOMPSON ELAINE
27751 MILLER RD
BONITA SPRINGS FL 34135

CITY MATTRESS OF FLORIDA INC
12660 BONITA BEACH RD SE
BONITA SPRINGS FL 34135

BONITA LOTS LLC
2255 GLADES RD STE 324A
BOCA RATON FL 33431

LOPEZ RENE J &
12407 LONDONDERRY LN
BONITA SPRINGS FL 34135

MS HOME SOUTHWEST FLORIDA INC
3372 WOODS EDGE CIR # 103
BONITA SPRINGS FL 34134

NEW DASA LLC
4951 TAMiami TRL N #103
NAPLES FL 34103

REARDON ALLISON N &
4090 WOODBRIER DR
FORT MYERS FL 33905

REARDON ALLISON N &
4090 WOODBRIER DR
FORT MYERS FL 33905

BURCH JAMES N
6 MAUI CIR
NAPLES FL 34112

BURCH JAMES N
6 MAUI CIR
NAPLES FL 34112

BURCH JAMES N
6 MAUI CIR
NAPLES FL 34112

LYNX ZUCKERMAN AT BONITA GRAND
6131 LYONS RD STE 200
COCONUT CREEK FL 33073

THOMPSON OLIVE ELAINE
27751 MILLER RD
BONITA SPRINGS FL 34135

CITY OF BONITA SPRINGS
9101 BONITA BEACH RD
BONITA SPRINGS FL 34135

BACHMAN JOSHUA R
12611 SURVEYOR CREEK CT
BONITA SPRINGS FL 34135

TIITF/SFWMD
DEPT OF ENVIR PROTECTION
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

WBG SW FLORIDA INC
27800 OLD 41 RD
BONITA SPRINGS FL 34135

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

STATE OF FL DOT
PO BOX 1249
BARTOW FL 33831

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

MADISON BONITA SPRINGS OWNER L
6805 MORRISON BLVD #250
CHARLOTTE NC 28211

TIITF STATE OF FLORIDA
DEPT OF ENVIR PROTECTION
3900 COMMONWEALTH BLVD
TALLAHASSEE FL 32399

HORIZON PARK INVESTMENTS LLC
9999 E EXPLORATION CT
STURTEVANT WI 53177

NAPLES COMMUNITY HOSPITAL INC
350 7TH ST N
NAPLES FL 34102

BERNWOOD LAND HOLDINGS LLC
1110 EUCLID AVE STE 300
CLEVELAND OH 44115

7-ELEVEN INC
1722 ROUTH ST
DALLAS TX 75201

BERNWOOD LAND HOLDINGS LLC
1110 EUCLID AVE STE 300
CLEVELAND OH 44115

St. James CPD Amendment

Pre-Submittal Neighborhood Meeting

The pre-submittal Neighborhood Meeting was advertised and scheduled for November 3, 2022, 6:00 PM at the Bonita Springs Fire Department, 27701 Bonita Grande Drive, Bonita Springs, FL. Notification letters were mailed to adjacent property owners within 1,000 feet of the subject property October 11, 2022 and an advertisement was published in the News-Press October 12, 2022.

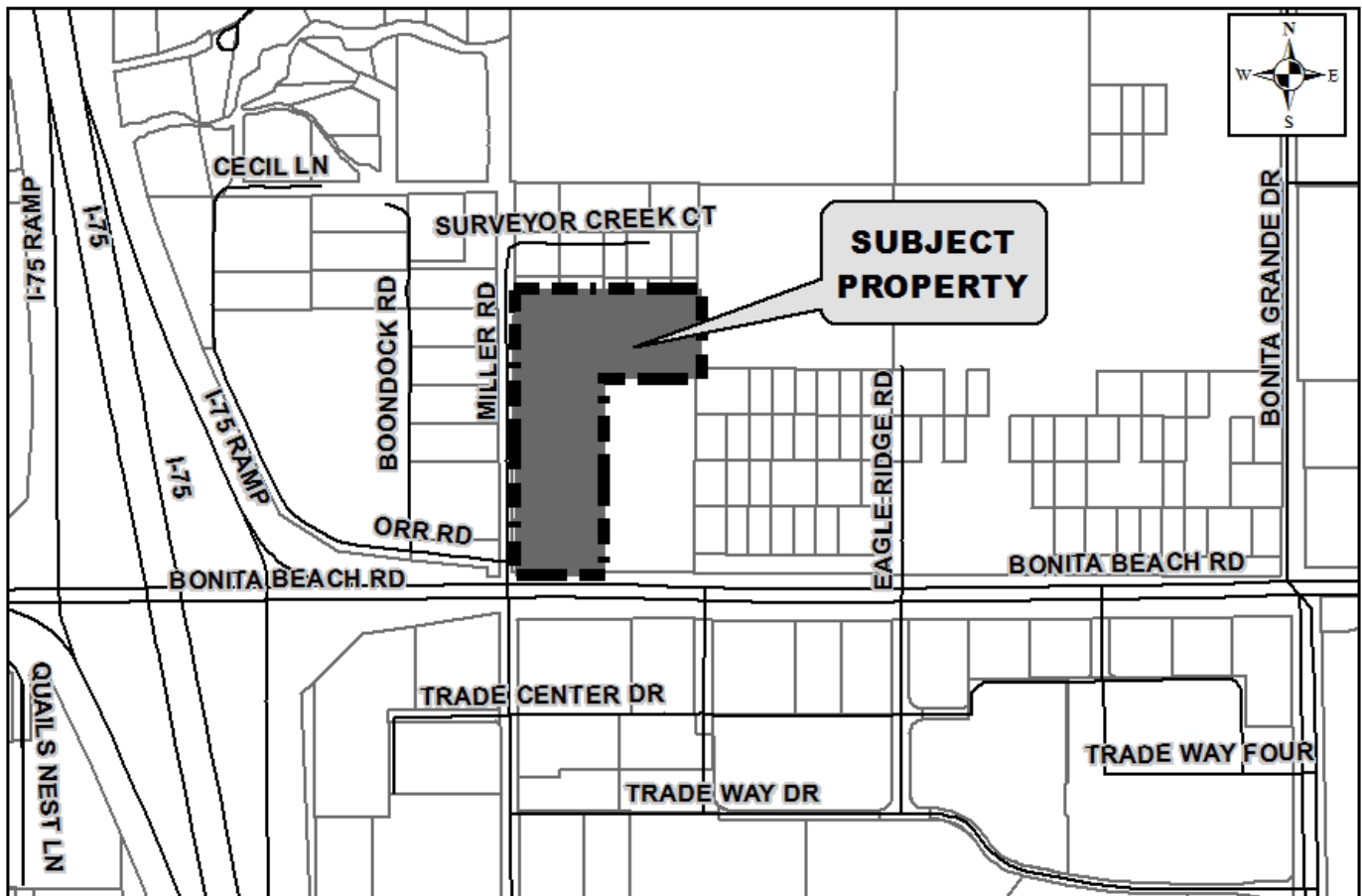
NIM SUMMARY

The meeting discussed the St. James plan development, which was previously approved as a commercial project but is now being developed as a mixed-use project with self-storage and apartments. The development is allowed 10 units per acre by right, with the option to buy 5 additional bonus units per acre, resulting in a total of around 136 units on roughly 9.1 acres. The group needs to work with the city on changes to density considerations. There was also discussion about the possibility of connecting the St. James plan development to the east, including potential impacts and challenges. The city is working with all of the owners to create an interconnect that will benefit everybody to another road because they approved the project without allowing an ingress area through here. Additionally, there was discussion about the access to Miller Road and the need for safe passage due to the residences to the north.

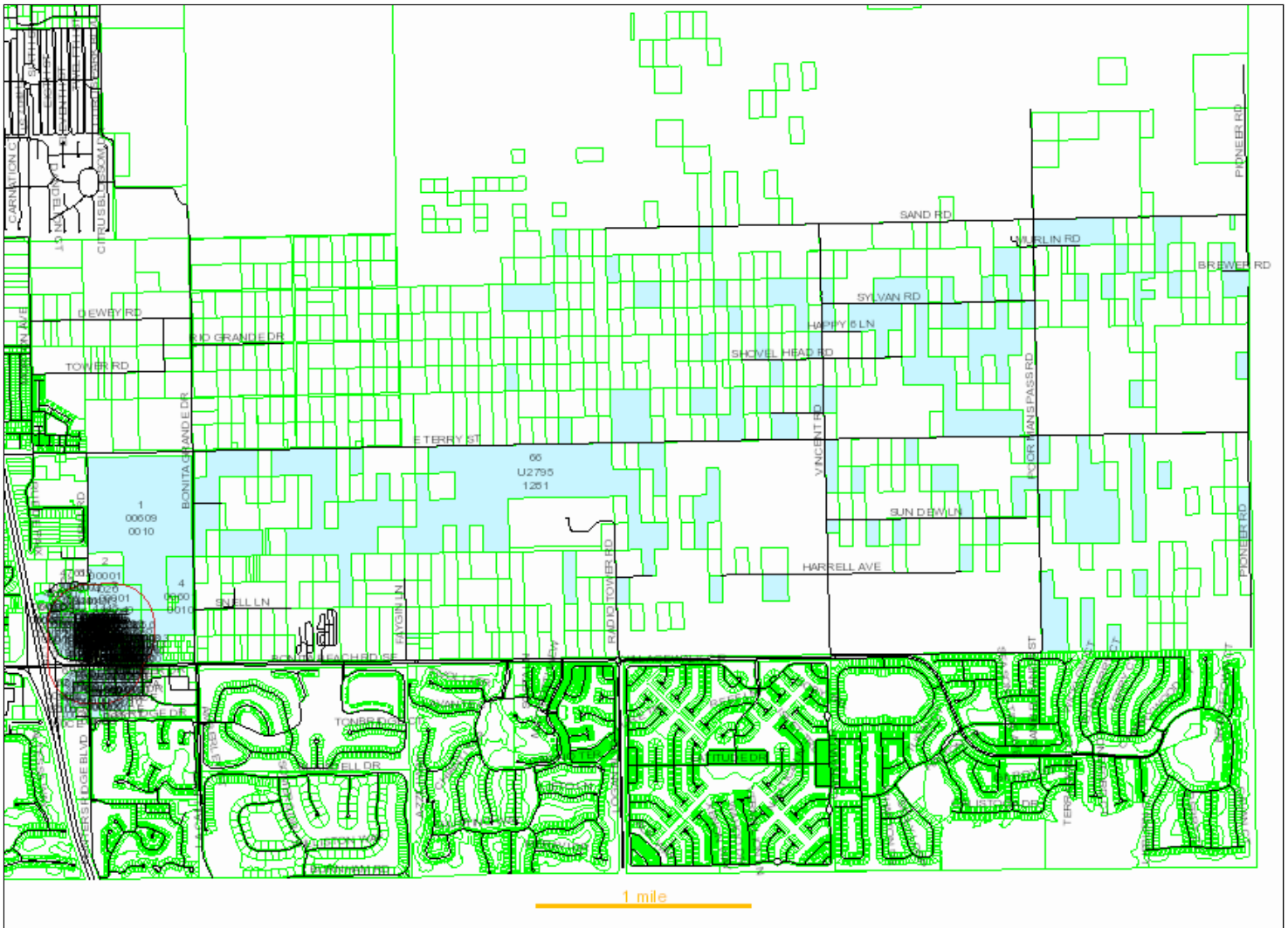
NOTICE OF NEIGHBORHOOD MEETING

In compliance with Section 4-28 of the Bonita Springs Land Development Code (LDC) a Neighborhood Meeting will be held **November 3, 2022, 6:00 p.m.** at the **Bonita Springs Fire Department, 27701 Bonita Grande Drive, Bonita Springs, FL 34135.**

The Neighborhood Meeting will provide general information regarding a proposed Planned Development (PD) amendment application for a project known as the St. James CPD (Zoning Ordinance 08-11). The applicant, Keeley Properties, is requesting an amendment to the St. James CPD to allow indoor storage and commercial uses and multi-family dwelling units. The subject property is located on the northeast quadrant of Bonita Beach Road and Miller Road and is comprised of approximately 9.12± acres in Section 31, Township 47 South, Range 26 East, Bonita Springs, Florida.

PROJECT LOCATION MAP

If you have questions, please contact Sharon Umpenhour with Q. Grady Minor and Associates, P.A., 3800 Via Del Rey, Bonita Springs, Florida 34134 by email: sumpenhour@gradymenor.com or phone: 239-947-1144. Project information is posted online at www.gradymenor.com/planning. Please be advised that any information provided is subject to change until final approval by the governing authority. The Neighborhood Meeting is for informational purposes, it is not a public hearing.



Date of Report: August 24, 2022

Buffer Distance: feet

Parcels Affected: 89

Subject Parcels:

31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0130, 31-47-26-B3-00705.0140

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

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
LEE COUNTY CONSERVATION 2020 PO BOX 398 FORT MYERS FL 33902	31-47-26-B2-00609.0010 27225 KENT RD BONITA SPRINGS FL 34135	NE 1/4 OF SEC + W 1/2 OF NE 1/4 OF SE 1/4 + PORT IN NE 1/4 OF NW 1/4 OF SE 1/4 DESC IN OR 1241 PG 0811 + OR 378 PG 860 LESS RD R/W	1
CITY OF BONITA SPRINGS 9101 BONITA BEACH RD BONITA SPRINGS FL 34135	31-47-26-B3-00001.4020 27601 KENT RD BONITA SPRINGS FL 34135	S 3/4 OF NW 1/4 OF NW 1/4 OF SE 1/4 + W 1/3 OF S 3/4 OF NE 1/4 OF NW 1/4 OF SE 1/4	2
CITY OF BONITA SPRINGS 9101 BONITA BEACH RD BONITA SPRINGS FL 34135	31-47-26-B3-00001.5000 KENT RD BONITA SPRINGS FL 34135	S 1/2 OF NW 1/4 OF SE 1/4	3
LYNX ZUCKERMAN AT BONITA GRAND	31-47-26-B3-00601.0010 27800 BONITA GRANDE DR	PARL LOC IN SE 1/4 AS DESC IN OR 2976 PG 3293 LESS SPLITS	4

6131 LYONS RD STE 200 COCONUT CREEK FL 33073	BONITA SPRINGS FL 34135		
LYNX ZUCKERMAN AT BONITA GRAND 6131 LYONS RD STE 200 COCONUT CREEK FL 33073	31-47-26-B3-00603.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SE 1/4 OF SE 1/4 AS REC IN OR 580 PG 432	5
LYNX ZUCKERMAN AT BONITA GRAND 6131 LYONS RD STE 200 COCONUT CREEK FL 33073	31-47-26-B3-00603.0040 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR SEC 31 RUN W 1320.18 FT TH N 532 FT TH E 251.5 FT TO POB AS DESC IN OR 321 PG 432	6
LYNX ZUCKERMAN AT BONITA GRAND 6131 LYONS RD STE 200 COCONUT CREEK FL 33073	31-47-26-B3-00603.0090 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR SEC 31 GO W 1320.08 FT TH N 532 FT TO POB TH E 100 FT TH S 154	7
LYNX ZUCKERMAN AT BONITA GRAND 6131 LYONS RD STE 200 COCONUT CREEK FL 33073	31-47-26-B3-00603.0110 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SW 1/4 OF SE 1/4 OF SE 1/4 AS DESC IN OR 320 PG 207	8
THOMPSON ELAINE 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00701.0050 ACCESS UNDETERMINED BONITA SPRINGS FL	SW 1/4 OF SE 1/4 LESS E 1/2 + PARCEL 1006.001 THRU 1006.0350+ 1-75 R/W LESS OR 3689 PG 2514	9
THOMPSON OLIVE ELAINE 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00702.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 825 PG 625	10
CONKLIN OLIVE ELAINE OLIVE ELAINE THOMPSON 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00702.0020 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR TH W ALG S LI 1320.08 FT TH N 0 DEG 12 MIN 34 SEC E 224 FT TH S	11
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00702.0030 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR TH W ALG S LI 1320.08 FT TH N 00 DEG 12 MIN 34 SEC E 224 FT TH S	12
GOLDER W W & THELMA VICTORIA ECKMAN 129 WELLINGTON DR PERRY GA 31069	31-47-26-B3-00702.0040 ACCESS UNDETERMINED BONITA SPRINGS FL	FROM SE COR RUN W ALG S LI SEC 31 1320.08 FT TH N 224 FT TH W 251.5 FT FOR POB	13
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00702.0060 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN SW 1/4 OF SE 1/4 DISC IN OR 1760 PG 4592 LOTS 6 + 7 BLK 2 UNIT 1	14
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00702.0080 ACCESS UNDETERMINED BONITA SPRINGS FL	PAR IN SW 1/4 OF SE 1/4 DESC OR 1836 PG 4115 UNREC SUBD BLK 2 U-2 LOT 8	15
THOMPSON ELAINE 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00702.0090 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 825 PG 626	16
KIERNAN GENEVIEVE C 3301 TOPPING RD MADISON WI 53705	31-47-26-B3-00702.0100 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN SE 1/4 OF SW 1/4 OF SE 1/4 S 31 T 47 R 26 DESC IN OR 1196 PG 1550	17
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00702.0110 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR TH W ALG S LI 1320.08 FT TH N 00 DEG 12 MIN 34 SEC E 224 FT TH S	18
MITCHELL REBECCA R 3524 RIPPLEGROVE DR CINCINNATI OH 45251	31-47-26-B3-00702.0120 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN SW 1/4 OF SE 1/4 DESC IN OR 1792 PG 0359 LOT 12 BLK 2	19
MITCHELL REBECCA 3524 RIPPLE GROVE DR CINCINNATI OH 45251	31-47-26-B3-00702.0130 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN SW 1/4 OF SE 1/4 DESC IN OR 1792 PG 0361 LOT 13 BLK 2	20
SOMOGY ERNEST + MARIA TR 10169 WINTERVIEW DR	31-47-26-B3-00702.0140 ACCESS UNDETERMINED	PARL IN SE 1/4 OF SW 1/4 OF SE 1/4	21

NAPLES FL 34109	BONITA SPRINGS FL	DESC IN OR 1264 PG 361	
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00702.0150 ACCESS UNDETERMINED BONITA SPRINGS FL	FROM SE COR SEC 31 RUN W ALG S SEC LI 1320.08 FT TH N 224 FT FOR POB TH W 176	22
CITY MATTRESS OF FLORIDA INC 12660 BONITA BEACH RD SE BONITA SPRINGS FL 34135	31-47-26-B3-00703.0050 12660 BONITA BEACH RD SE BONITA SPRINGS FL 34135	E 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE SE 1/4	23
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00703.0060 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 DESC IN OR 1364 PG 1240	24
LOPEZ RENE J & 12407 LONDONDERRY LN BONITA SPRINGS FL 34135	31-47-26-B3-00704.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	BEG SE COR SEC 31 TH S 89 DEG 48 MIN 15 SEC W 1320.08 FT TH N 0 DEG 12	25
MS HOME SOUTHWEST FLORIDA INC 3372 WOODS EDGE CIR # 103 BONITA SPRINGS FL 34134	31-47-26-B3-00704.0030 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR OF SEC RUN S 89 DEG 48 MIN W 1320.08 FT TH N 0 DEG 12 MIN E 532.0 FT	26
NEW DASA LLC 4951 TAMiami TRL N #103 NAPLES FL 34103	31-47-26-B3-00704.0040 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 4 BLK 4	27
UNKNOWN HEIRS OF 1941 SW 84 AV DAVIE FL 33324	31-47-26-B3-00704.0050 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN SW 1/4 OF SE 1/4 DESC IN OR 1176 PG 1488 LESS 1007.1 THRU 1007.27	28
EQUITY TRUST CO 3312 CAMBRIDGE HOUSE MEADVILLE PA 16335	31-47-26-B3-00704.0060 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 6 BLK 4	29
NEW DASA LLC 6520 BOTTLEBRUSH LN NAPLES FL 34109	31-47-26-B3-00704.0070 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 7 BLK 4	30
MAHON JERRY T PO BOX 111955 NAPLES FL 34108	31-47-26-B3-00704.0080 ACCESS UNDETERMINED BONITA SPRINGS FL	FR SE COR TH W ALG S LI 1320.08 FT TH N 686 FT FOR POB TH W 100.5 FT TH S 154	31
REARDON ALLISON N & 4090 WOODBRIER DR FORT MYERS FL 33905	31-47-26-B3-00704.0090 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 462 PG 777	32
REARDON ALLISON N & 4090 WOODBRIER DR FORT MYERS FL 33905	31-47-26-B3-00704.0100 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN SE 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 462 PG 777	33
BURCH JAMES N 6 MAUI CIR NAPLES FL 34112	31-47-26-B3-00704.0110 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 11 BLK 4	34
BURCH JAMES N 6 MAUI CIR NAPLES FL 34112	31-47-26-B3-00704.0120 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 12 BLK 4	35
BURCH JAMES N 6 MAUI CIR NAPLES FL 34112	31-47-26-B3-00704.0130 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 344 A/K/A LOT 13 BLK 4	36
FISHER MARTHA LOUISE MICHAEL FISHER 1495 CRANVILLE SQ FORT MYERS FL 33919	31-47-26-B3-00704.0140 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 354 A/K/A LOT 14 BLK 4	37
FISHER MARTHA L MICHAEL FISHER 1495 CRANVILLE SQ FORT MYERS FL 33919	31-47-26-B3-00704.0150 ACCESS UNDETERMINED BONITA SPRINGS FL	PARL IN S W 1/4 OF S E 1/4 AS DESC IN OR 1392 PG 350 A/K/A LOT 15 BLK 4	38
BONITA LOTS LLC 2255 GLADES RD STE 324A BOCA RATON FL 33431	31-47-26-B3-00704.0160 ACCESS UNDETERMINED BONITA SPRINGS FL	PAR IN SW1/4 OF SE1/4DESC OR1836 PG4116 SUNCOASTLKS UNREC SUBD LT 16 BLK 4U-2	39
LYNX ZUCKERMAN AT BONITA	31-47-26-B3-00706.0010	N 1/2 OF E 1/2 OF SW 1/4	Page 277 40

GRAND 6131 LYONS RD STE 200 COCONUT CREEK FL 33073	ACCESS UNDETERMINED BONITA SPRINGS FL	OF SE 1/4	
THOMPSON OLIVE ELAINE 27751 MILLER RD BONITA SPRINGS FL 34135	31-47-26-B3-00707.0010 27751 MILLER RD BONITA SPRINGS FL 34135	PARL IN W 1/2 OF SW 1/4 OF SE 1/4 AS DESC IN OR 1921 PG 2852	41
CITY OF BONITA SPRINGS 9101 BONITA BEACH RD BONITA SPRINGS FL 34135	31-47-26-B3-00707.003A ACCESS UNDETERMINED BONITA SPRINGS FL	PARL LYING IN W 1/2 OF SW 1/4 OF SE 1/4 AS DESC IN OR 467 PG 82 + OR 250 PG 911 + OR 1584 PG 961 AKA SUNCOAST LAKES UNIT II LOTS 3 THRU 6	42
BACHMAN JOSHUA R 12611 SURVEYOR CREEK CT BONITA SPRINGS FL 34135	31-47-26-B3-00707.0070 12611 SURVEYOR CREEK CT BONITA SPRINGS FL 34135	PARL IN NW 1/4 OF SW 1/4 OF SE 1/4 AS DESC IN OR 1925 PG 1432	43
TIITF/SFWMD DEPT OF ENVIR PROTECTION 3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399	31-47-26-B3-00707.0110 12570 SURVEYOR CREEK CT BONITA SPRINGS FL 34135	PARL IN SW1/4 OF SE1/4 IN OR1326/224 AKA LTS11+12 BLK7 U2 SUNCOAST LAKES UNR	44
WBG SW FLORIDA INC 27800 OLD 41 RD BONITA SPRINGS FL 34135	31-47-26-B3-00707.0160 12630 SURVEYOR CREEK CT BONITA SPRINGS FL 34135	PARL IN NW1/4 OF SW1/4 OF SE14 DESC OR 1894 PG 3722 UNREC PLAT BLK 7 LT 16	45
STATE OF FL DOT PO BOX 1249 BARTOW FL 33831	31-47-26-B4-00007.0000 27801 ORR RD BONITA SPRINGS FL 34135	COM SE COR OF SW 1/4 OF SEC 31 TH AL S LI OF SD SEC 987.78 FT TH N 0 DEG	46
CITY OF BONITA SPRINGS 9101 BONITA BEACH RD BONITA SPRINGS FL 34135	31-47-26-B4-00007.001A 27671 KENT RD BONITA SPRINGS FL 34135	PARL IN NE 1/4 OF SW 1/4 DESC IN OR 1942 PG 2234 + COMM 689 FT N OF SE COR NE 1/4 OF SW 1/4 TH GO W ALG S LI OF R/W EASE TO PT ON + VAC ROW OR 2850/288	47
TAYLOR MARIAN B TR 27704 ORR RD BONITA SPRINGS FL 34135	31-47-26-B4-00007.006B 27704 ORR RD BONITA SPRINGS FL 34135	FR SW COR OF NE 1/4 OF SW 1/4 RUN E 299.77 FT TH N 60 FT TH E 85 FT TO POB TH	48
STATE OF FL DOT PO BOX 1249 BARTOW FL 33831	31-47-26-B4-00007.009A 27741 ORR RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SW 1/4 OF SW 1/4 AS DESC IN OR 92 PG 26	49
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0100 27877 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 545 FT N OF SE COR OF SW 1/4 TH N 130 FT E 329.55 FT S 130	50
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0110 27901 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 415 FT N OF SE COR OF SW 1/4 TH N 130 FT E 329.49 FT S 130	51
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0130 27925 BOONDOCK RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SE 1/4 OF SW 1/4 AS DESC IN OR 1850 PG 1432	52
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0140 27952 BOONDOCK RD BONITA SPRINGS FL 34135	PARL LYING IN SE 1/4 OF SW 1/4 AS DESC IN INST#2005000029532 + PORT OF VACATE DESC IN INST#2009000155018 LESS OR 1850 PG 1432 + OR 1661 PG 2425	53
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0190 27802 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 935 FT N OF SE COR OF SW 1/4 TH W 329.67 FT N 130 FT E	54
MADISON BONITA SPRINGS OWNER L	31-47-26-B4-00007.0220 27977 BOONDOCK RD BONITA SPRINGS FL 34135	PARL IN SW1/4 AS DESC IN OR1661/2425 + PORT OF VACATE	55

6805 MORRISON BLVD #250 CHARLOTTE NC 28211		DESC IN INST#2009000155018 LESS I-75 R/W	
STATE OF FL DOT PO BOX 1249 BARTOW FL 33831	31-47-26-B4-00007.0230 27776 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 1065 FT N OF SE COR OF SW 1/4 TH W 329.72 FT N 130 FT E	56
STATE OF FL DOT PO BOX 1249 BARTOW FL 33831	31-47-26-B4-00007.0240 27750 BOONDOCK RD BONITA SPRINGS FL 34135	BEG 329.26 FT W + 1195 FT N OF SE COR OF SW 1/4 TH W 329.78 FT N 124.61 FT E	57
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0290 27801 BOONDOCK RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SW 1/4 OF SW 1/4 AS DESC IN OR 404 PG 105	58
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0300 27825 BOONDOCK RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SW 1/4 OF SW 1/4 AS DESC IN OR 404 PG 105	59
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0310 27853 BOONDOCK RD BONITA SPRINGS FL 34135	A PARL OF LAND IN SW 1/4 OF SW 1/4 AS DESC IN OR 404 PG 105	60
STRADER CHARLES E 27655 KENT RD BONITA SPRINGS FL 34135	31-47-26-B4-00007.0420 27655 KENT RD BONITA SPRINGS FL 34135	BEG SE COR OF NE 1/4 OF SW 1/4 TH N 689.44 FT TH S 09 DEG 13 MIN 10 SEC W 21.01 + VAC ROW OR 2850/288	61
STRADER CHARLES E 27655 KENT RD BONITA SPRINGS FL 34135	31-47-26-B4-00007.0430 27651 KENT RD BONITA SPRINGS FL 34135	BEG SE COR OF NE 1/4 OF SW 1/4 TH N 689.44 FT TO POB TH S 09 DEG 13 MIN 10 SEC + VAC ROW OR 2850/288	62
FLOYD DANIEL & LINDSEY 12385 CECIL LN BONITA SPRINGS FL 34135	31-47-26-B4-00007.0440 12385 CECIL LN BONITA SPRINGS FL 34135	A PARL OF LAND IN NE 1/4 OF SW 1/4 AS DESC IN OR 461 PG 858	63
MADISON BONITA SPRINGS OWNER L 6805 MORRISON BLVD #250 CHARLOTTE NC 28211	31-47-26-B4-00007.0510 27750 ORR RD BONITA SPRINGS FL 34135	IN THE NW1/4 OF SE1/4 OF S W1/4 BOUNDED ON W BY I-75 E BY KENT RD N BY CECIL LN	64
TAYLOR PAUL N JR 27704 ORR RD BONITA SPRINGS FL 34135	31-47-26-B4-00007.0540 ACCESS UNDETERMINED BONITA SPRINGS FL	A PARL OF LAND IN NE 1/4 OF SW 1/4 AS DESC IN OR 539 PG 574	65
TIITF STATE OF FLORIDA DEPT OF ENVIR PROTECTION 3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399	33-47-26-L4-U2795.1281 ACCESS UNDETERMINED BONITA SPRINGS FL 34135	PORT OF TWP 47 RNG 26 LYING IN SEC 25 + 26 + 27 + 28 + 31 + 32 + 33 + 34 + 35 + 36	66
STATE OF FL DOT PO BOX 1249 BARTOW FL 33831	06-48-26-B1-00002.0010 ACCESS UNDETERMINED BONITA SPRINGS FL	W 1/2 OF NE 1/4 OF NW 1/4 LYING EAST OF I-75 LESS I-75 R/W	67
HORIZON PARK INVESTMENTS LLC 9999 E EXPLORATION CT STURTEVANT WI 53177	06-48-26-B1-31000.0010 28051 HUNTERS RIDGE BLVD BONITA SPRINGS FL 34135	HORIZON PARK LOT 1 AS DESC IN INST# 2020000293053	68
NAPLES COMMUNITY HOSPITAL INC 350 7TH ST N NAPLES FL 34102	06-48-26-B1-31000.0020 12570-581 TRADE CENTER DR BONITA SPRINGS FL 34135	HORIZON PARK LOT 2 AS DESC IN INST# 2020000293053	69
HORIZON PARK INVESTMENTS LLC 9999 E EXPLORATION CT STURTEVANT WI 53177	06-48-26-B1-31000.0030 28071 HUNTERS RIDGE BLVD BONITA SPRINGS FL 34135	HORIZON PARK LOT 3 AS DESC IN INST# 2020000293053	70
HORIZON PARK INVESTMENTS LLC 9999 E EXPLORATION CT STURTEVANT WI 53177	06-48-26-B1-31000.0040 28125 HUNTERS RIDGE BLVD BONITA SPRINGS FL 34135	HORIZON PARK LOT 4 AS DESC IN INST# 2020000293053	71
HORIZON PARK INVESTMENTS LLC 9999 E EXPLORATION CT	06-48-26-B1-3100A.00CE RIGHT OF WAY	HORIZON PARK TRACT A	72

STURTEVANT WI 53177	BONITA SPRINGS FL 34135	AS DESC IN INST# 2020000293053	
HORIZON PARK INVESTMENTS LLC 9999 E EXPLORATION CT STURTEVANT WI 53177	06-48-26-B1-3100C.00CE HORIZON PARK C/E BONITA SPRINGS FL 34135	HORIZON PARK TRACT C AS DESC IN INST# 2020000293053	73
JSF TRADE CENTER DRIVE CMPII L PO BOX 71870 6890 S 2300 E SALT LAKE CITY UT 84171	06-48-26-B2-00003.0010 12750 TRADE CENTER DR BONITA SPRINGS FL 34135	N 1/2 OF NE 1/4 GOVT LOTS 1+2 LOT CS-1 AS DESC IN INST #2017000069345	74
BERNWOOD PARK OF COMMERCE PO BOX 366069 BONITA SPRINGS FL 34136	06-48-26-B2-0130A.00CE RIGHT OF WAY BONITA SPRINGS FL 34135	BERNWOOD PARK OF COMMERCE UT 1 PB 69 PGS 54 + 55 TRACT A R/W	75
BERNWOOD LAND HOLDINGS LLC 1110 EUCLID AVE STE 300 CLEVELAND OH 44115	06-48-26-B2-0220A.0010 12611 BONITA BEACH RD SE BONITA SPRINGS FL 34135	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 BLK A LOT 1	76
7-ELEVEN INC 1722 ROUTH ST DALLAS TX 75201	06-48-26-B2-0220A.0020 12661 BONITA BEACH RD SE BONITA SPRINGS FL 34135	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 BLK A LOT 2	77
BONITA SPRINGS SELF STORAGE LL 1200 ASHWOOD PKWY ATLANTA GA 30338	06-48-26-B2-0220B.0010 12721 BONITA BEACH RD SE BONITA SPRINGS FL 34135	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 BLK B LOT 1 LESS ELY 153 FT AS DESC IN INST#2006-305898	78
DISCOUNT AUTO PARTS 5008 AIRPORT RD NW ROANOKE VA 24012	06-48-26-B2-0220B.001B 12731 BONITA BEACH RD SE BONITA SPRINGS FL 34135	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 BLK B ELY 153 FT OF LOT 1 DESC IN INST#2006-305898	79
PRD REAL ESTATE 3 LLC PROFESSIONAL RESOURCE DEVELOPM PO BOX 768 EFFINGHAM IL 62401	06-48-26-B2-0220B.0020 12759 BONITA BEACH RD SE BONITA SPRINGS FL 34135	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 BLK B LOT 2	80
BERNWOOD LAND HOLDINGS LLC 1110 EUCLID AVE STE 300 CLEVELAND OH 44115	06-48-26-B2-0220D.0000 RIGHT OF WAY BONITA SPRINGS FL	BERNWOOD PARK OF COMMERCE UT 3 PB 78 PGS 36 + 37 TRACT D	81
SOUTHLINKS ASSOCIATES 12752 TRADE WAY DRIVE #1 BONITA SPRINGS FL 34135	06-48-26-B2-30002.0000 12702 TRADE WAY DR BONITA SPRINGS FL 34135	SOUTHLINKS COMMONS OF BONITA PHASE 2 TRACT 2 AS DESC IN INST 2018000266075	82
SOUTHLINKS ASSOCIATES 12702 TRADE WAY DRIVE STE 8 BONITA SPRINGS FL 34135	06-48-26-B2-30003.0000 12622 TRADE WAY DR BONITA SPRINGS FL 34135	SOUTHLINKS COMMONS OF BONITA PHASE 2 TRACT 3 AS DESC IN INST 2018000266075	83
SOUTHLINKS ASSOCIATES 12752 TRADE WAY DRIVE #1 BONITA SPRINGS FL 34135	06-48-26-B2-30004.0000 28120 HUNTERS RIDGE BLVD BONITA SPRINGS FL 34135	SOUTHLINKS COMMONS OF BONITA PHASE 2 TRACT 4 AS DESC IN INST 2018000266075	84
SOUTHLINKS ASSOCIATES 12750 TRADE WAY DRIVE STE 8 BONITA SPRINGS FL 34135	06-48-26-B2-30005.0000 12601 TRADE WAY DR BONITA SPRINGS FL 34135	SOUTHLINKS COMMONS OF BONITA PHASE 2 TRACT 5 AS DESC IN INST 2018000266075	85
SOUTHLINKS ASSOCIATES 12702 TRADE WAY DRIVE STE 8 BONITA SPRINGS FL 34135	06-48-26-B2-30006.0000 12600 TRADE CENTER DR BONITA SPRINGS FL 34135	SOUTHLINKS COMMONS OF BONITA PHASE 2 TRACT 6 AS DESC IN INST 2018000266075	86
SOUTHLINKS ASSOCIATES 12752 TRADE WAY DRIVE #1 BONITA SPRINGS FL 34135	06-48-26-B2-30007.0000 12620 TRADE CENTER DR BONITA SPRINGS FL 34135	SOUTHLINKS COMMONS OF BONITA PHASE 2 TRACT 7 AS DESC IN INST 2018000266075	87
SOUTHLINKS ASSOCIATES	06-48-26-B2-30008.0000	SOUTHLINKS COMMONS OF	88

12702 TRADE WAY DRIVE STE 8 BONITA SPRINGS FL 34135	12621 TRADE WAY DR BONITA SPRINGS FL 34135	BONITA PHASE 2 TRACT 8 AS DESC IN INST 2018000266075	
SOUTHLINKS ASSOCIATES 12752 TRADE WAY DR #1 BONITA SPRINGS FL 34135	06-48-26-B2-30009.00CE RIGHT OF WAY BONITA SPRINGS FL 34135	SOUTHLINKS COMMONS OF BONITA PHASE 2 TRACT 9 AS DESC IN INST 2018000266075	89

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SEP 22 2022

Q. Grady Minor
 & Associates, P.A.

Attn:

Q. GRADY MINOR & ASSOCIATES, P
3800 VIA DEL REY
BONITA SPRINGS, FL 34134

State of Wisconsin, County of Brown:

Before the undersigned authority personally appeared

Shelly Hora, who on oath says that
 he or she is a Legal Assistant of the News-Press, a daily
 newspaper published at Fort Myers in Lee County, Florida; that
 the attached copy of advertisement, being a Legal Ad in the
 matter of

NOTICE OF NEIGHBORHOOD MEETING

In compliance with Section 4-28 of the Bonita Springs Land Development Code (LDC) a Neighborhood Meeting will be held September 27, 2022, 6:00 p.m. at the Bonita Springs Fire Department, 27701 Bonita Grande Drive, Bonita Springs, FL 34135. The Neighborhood Meeting will provide general information regarding a proposed Planned Development (PD) amendment application for a project known as the St. James CPD (Zoning Ordinance 08-11). The applicant, Keeley Properties, is requesting an amendment to the St. James CPD to allow indoor storage and commercial uses and multi-family dwelling units. The subject property is located on the northeast quadrant of Bonita Beach Road and Miller Road and is comprised of approximately 9.12± acres in Section 31, Township 47 South, Range 26 East, Bonita Springs, Florida. If you have questions, please contact Sharon Umpenhour with Q. Grady Minor and Associates, P.A., 3800 Via Del Rey, Bonita Springs, Florida 34134 by email: sumpenhour@gradymenor.com or phone: 239-947-1144. Project information is posted online at www.gradymenor.com/planning. Please be advised that any information provided is subject to change until final approval by the governing authority. The Neighborhood Meeting is for informational purposes, it is not a public hearing.
 AD#5392255 September 2, 2022

NOTICE OF NEIGHBORHOOD MEETING In compliance with
 Section 4-28 of the Bonita Springs Land Development Code
 (LDC) a Neighborhood Meeting will be held September

In the Twentieth Judicial Circuit Court was published in said
 newspaper editions dated in the issues of or by publication on
 the newspaper's website, if authorized, on :

09/02/2022

Affiant further says that the said News-Press is a paper of
 general circulation daily in Lee County and published at Fort
 Myers, in said Lee County, Florida, and that the said newspaper
 has heretofore been continuously published in said Lee County,
 Florida each day and has been entered as periodicals matter at
 the post office in Fort Myers, in said Lee County, Florida, for a
 period of one year next preceding the first publication of the
 attached copy of advertisement; and affiant further says that
 he or she has never paid nor promised any person, firm or
 corporation any discount, rebate, commission or refund for the
 purpose of securing this advertisement for publication in said
 newspaper editions dated:

Sworn to and Subscribed before me this 2nd of September
 2022, by legal clerk who is personally known to me.

Shelly Hora
 Affiant

Nicole Jacobs
 Notary State of Wisconsin, County of Brown

8-21-26
 My commission expires

of Affidavits 1

This is not an invoice

NICOLE JACOBS
 Notary Public
 State of Wisconsin

NEIGHBORHOOD MEETING
St. James PD Amendment
November 3, 2022

PLEASE PRINT CLEARLY

NAME: Josh Bachman EMAIL: josl@wbgsufl.com
ADDRESS: 12611 Surveyor Creek Ct PHONE: 239 340 1100

NAME: Sohrab Shokraee EMAIL: sshokraee@citymaffress.com
ADDRESS: PHONE: 239/227 7598

NAME: Jim Hemi Hn EMAIL:
ADDRESS: PHONE: 239-398-4462

NAME: Rob LACHEN EMAIL:
ADDRESS: PHONE:

NAME: John Callis EMAIL:
ADDRESS: PHONE: 239 682-2674

NAME: EMAIL:
ADDRESS: PHONE:

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ADDRESS: PHONE:

NEIGHBORHOOD MEETING

St. James PD Amendment

November 3, 2022

PLEASE PRINT CLEARLY

NAME: John Amya

EMAIL: jamaya@citymattress.co

ADDRESS: 12660 B.B. Es

PHONE: 239-908-2700

NAME:

EMAIL:

ADDRESS:

PHONE:

NAME:

EMAIL:

ADDRESS:

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ST. JAMES COMMERCIAL PLANNED DEVELOPMENT (CPD) AMENDMENT

November 3, 2022, Pre-Submittal Neighborhood Meeting



Project information and a copy of this presentation can be found on our website: www.gradymenor.com/Planning



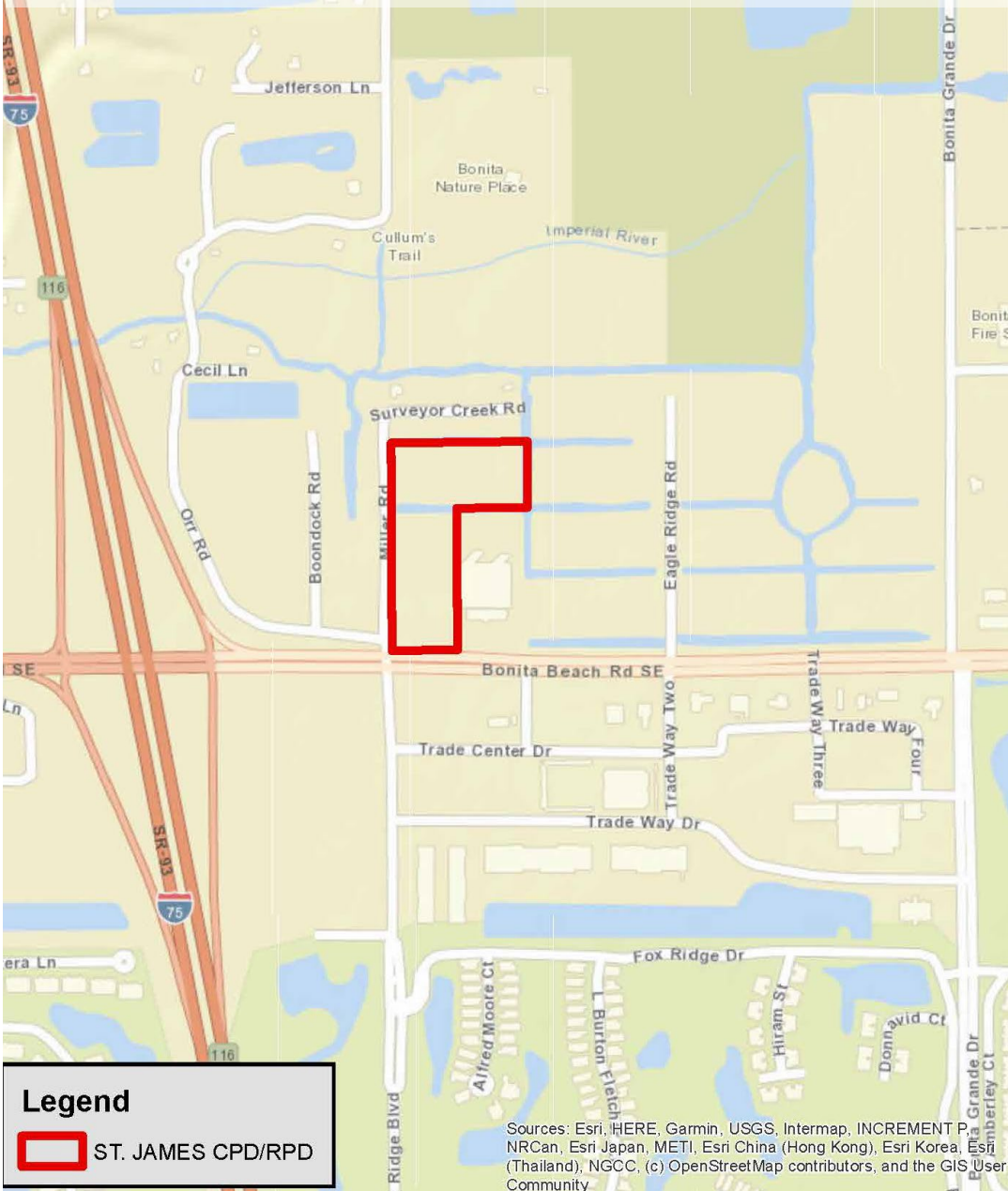
INTRODUCTION

PROJECT TEAM:

- **Keeley Properties** – Applicant
- **Richard D. Yovanovich, Esq., Land Use Attorney** – Coleman, Yovanovich & Koester, P.A.
- **D. Wayne Arnold, AICP, Professional Planner** – Q. Grady Minor & Associates, P.A.
- **Michael T. Herrera, P.E., Civil Engineer** – Q. Grady Minor & Associates, P.A.
- **James M. Banks, PE, Traffic Engineer** – JMB Transportation Engineering, Inc.

**Please note, all information provided is subject to change until final approval by the governing authority.*

LOCATION MAP





PROJECT INFORMATION

STRAP Number(s):	31-47-26-B3-00701.0010; .0030; .0040; .0090; 00703.0080; .0110; .0010; .0030; .0120; 00705.0060; .0080; .0130; .0070; .0140; .0090; .0110; .0120; .0050; .0030; .0010; and .0100
Current Zoning:	<i>St. James Commercial Planned Development (CPD)</i>
Proposed Zoning:	<i>St. James Commercial/Residential Planned Development (CPD/RPD)</i>
Current Future Land Use Designation:	<i>Interchange Commercial</i>
Project Acreage:	9.1+/- acres
Proposed Request:	<i>Amend the CPD to allow already permitted commercial uses and multi-family dwelling units.</i>

Attachment A
PD14-15802-BOS

LOCATED IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA



LOCATION MAP



Zoning Ordinance 15-01

DEVELOPEMENT PARAMETERS

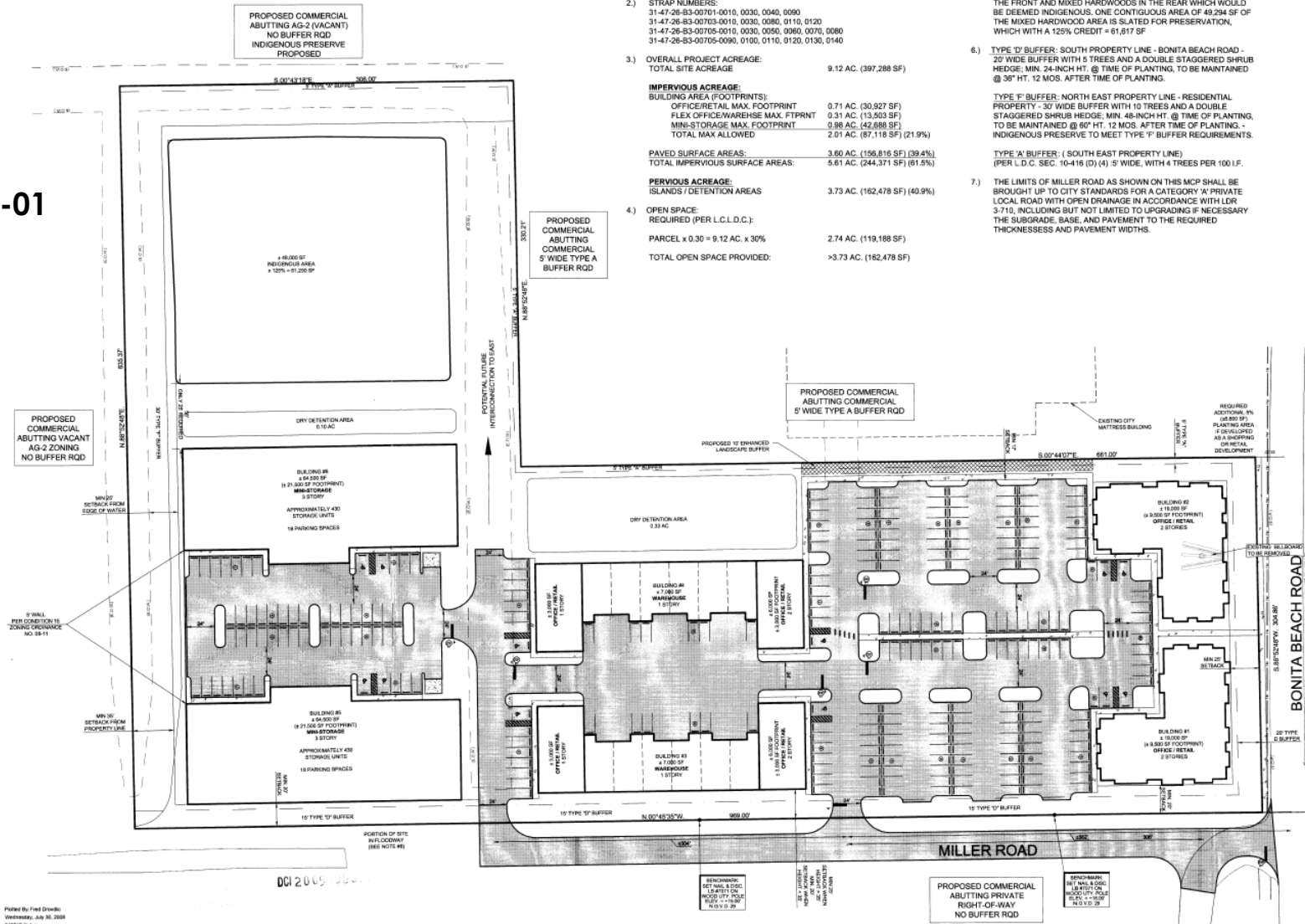
GROSS FLOOR AREA SHOWN	
OFFICE/RETAIL	56,000 SF
WAREHOUSE	14,000 SF
MINI-STORAGE	129,000 SF
TOTAL	199,000 SF

PARKING	
SPACES SHOWN	270

REQUIRED:	
OFFICE/RETAIL	224
WAREHOUSE	7
MINI-STORAGE	36
TOTAL SPACES	267

PROPOSED COMMERCIAL
ABUTTING RIGHT-OF-WAY
30' WIDE TYPE D BUFFER
W/ 2 1/2' BERM R/O
PER BONITA SPRINGS LDC

APPROVED
Master Concept Plan
Site Plan # 20-08-11 Page 1 of 1
Subject to conditions in Ordinance 20-08-11
Case # DCE2005-00037
CITY OF BONTA SPRINGS





CONCLUSION

Project information and a copy of this presentation can be found on our website:



www.gradyminor.com/Planning

Documents and information can be found online:

- Gradyminor.com/Planning
- Community Development Public Portal:
<https://cityofbonitaspringscd.org/welcome/community2/>

Next Steps

- Submit application to City of Bonita Springs
- Sufficiency Neighborhood Meeting
- Zoning Board Hearing: TBD
- City Council: TBD

Contact:

- **Q. Grady Minor & Associates, P.A.:** Sharon Umpenhour sumpenhour@gradyminor.com or 239.947.1144 extension 1249

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Wayne: Are we ready to start, Shannon? Okay, so, I'm Wayne Arnold, Grady Minor Engineering. I'm gonna make some introductions. This is Jeremiah DeForge, one of our engineers, and this is Sharon Umpenhour, who's a planning technician with us, and she's recording the meeting and put together the presentation. And so, we're here for a project called St. James, and it's an existing planned development that's located, just east of Miller Road and kinda wraps around the City Mattress, as you can see on the aerial photograph.

So, the city makes us do a pre-submittal neighborhood information meeting, so nothing's been submitted to the city. So, we send out a general notice and hold these meetings just to gauge, you know, what the – the neighboring property owners to let them know something's likely to come in and general – generally what we're proposing to do. So, the St. James planned development was previously approved. Last – last go-around was in 2015, and it was approved as an entirely commercial project. It had a, uh, self-storage component, a variety of retail and office-type uses.

[00:01:02] Um, you met Rob Lochner with Keeley Properties. They're under contract to purchase the property from a family down in Naples, and they do self-storage, so the self-storage component would remain a – a piece of this, and then, they also do apartments and would like to develop, uh, under the comp plan. This is in the interchange area, so they're allowed 10 units per acre by right, and they can buy five additional bonus units per acre, so they would be developing at 15 units an acre. I think that equates, Rob – the math's, like, 136 units plus or minus, uh, depending on final acreage. It's roughly 9, 9.1 acres.

So, that's a little closer image. You can see how it relates to your preserve, uh, adjacent to us at, uh, City Mattress, and obviously, Miller Road, and Josh, I think your house is barely seen up there.

Speaker 1: There in the northeast corner.

Wayne: Yeah.

[00:01:59]

Speaker 1: So, the, that's kinda, like, storage lot down there, so – and that – they're not gonna let us build any homes there. I don't think it even – I think the only thing we could build there was a duplex, and I don't see that in the future at all.

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Wayne: So, Rob, I don't know if you've been back all the way up Miller Road, but, um, that's Miller, and, um, Mrs. Thompson lives there, and Josh –

Speaker 1: Last time I was down here, the sign scared me, so – **[Laughter]**

Unknown Speaker: Me too.

Speaker 2: Our neighbors put that up – one neighbor. It's very ominous, I guess.

Speaker 1: Yeah. We trekked through the woods to get to our house the first time. **[Laughter]**

Wayne: So, this image that's on the screen is the existing approved master plan for the zoning approval. North is to the left, Finney Beach Road is to the right, and, uh, the project had two access points onto Miller Road, and on that particular plan, these were all commercial buildings in this area, and this was going to be, uh, indoor self-storage.

[00:03:01] This is another commercial warehousing-type building, and then, this was a preservation area and some floodplain compensation area. This area, uh, was going back with the Keel Canal and Imperial River running around here.

There's some floodplain areas that have to be accommodated, so, uh, in the project that was Bonita 75 that was just approved, all of this area up in this portion of it was a floodplain compensation and preservation area, and likewise, on Rob's property, a lot of this area will remain in natural vegetation, or it'll be scraped down and utilized for floodplain compensation because if we put fill in an area, we have to compensate by digging out an area. Probably wouldn't be a deep scrape, but the area will have to be compensated on a cubic-foot-by-cubic-foot basis.

So, that was the existing plan that's approved. This is very conceptual plan, we're working with Rob and his group, but this would be the self-storage building up closer to Bonita Beach Road. It's a three-story building, uh, roughly, what, 85,000 square feet plus or minus at this point.

[00:04:08] And then, there would be apartments back in this part of the site, and again, still really looking at the fit and how that works. This

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

area was considered to be part of the floodplain compensation area and our indigenous preservation area, similar to what was previously approved, so we also have some additional water management, so the site shifts away from the north to the south, and more so than the existing approved zoning plan.

So, we need to work with the city on this. They've changed some density considerations. We need to, you know, figure out exactly, you know, how they're gonna let us calculate the allowable density and things like that, but Rob's group would like to do, like I said, about 136 apartments, and then, uh, the self-storage. We'll make provisions for the existing commercial to remain in case the self-storage doesn't become viable, but the commercial component will be up on Bonita Beach Road, the residential will be behind it, and will continue to have access to Miller Road.

[00:05:03] So, that's kind of – in a nutshell – what we're proposing. Like I said, we haven't submitted anything yet to the city. Uh, once we do – I think the city still sends out notices, don't they, Sharon, when projects are submitted?

Sharon: Yeah.

Wayne: So neighbors get notice that actually something has been filed, and then, we'll be required to hold another one of these meetings as we get down the process of rezoning the property. They call it post-sufficiency.

So, at that point, they've evaluated everything we've submitted as part of the zoning application, and then they'll be ready to get us scheduled for a hearing, but they want us to come back and talk to any of the neighboring property owners to let them know any changes that occurred from the time we submitted to the time we're ready to come out of the process because once the transportation guys review it, the environmental people, they may tell us, you know, "Wayne, you need to move your preserve area. Instead of having all of it in the northeast, you need to make a strip along the back," you know, maybe it needs to go this way instead of in this area, depending on the biological review and things like that, so – That's kind of it in a nutshell. Any – any questions?

[00:06:01]

Speaker 3: I would add one thing, if you can go back to the site plan, Sharon, for a second.

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Wayne: Sure.

Speaker 3: Uh, and – and the –the residential building is kind of, like, it's like a placeholder right there, uh, for now. I mean, we haven't really engaged an architect to design it or anything like that, so we're just kinda showing hey, here – here's a footprint, we envision that to be a four-story, elevator-served building, uh, and, you know, fully enclosed.

Speaker 1: Um, do you have any intention of connecting to a road –

Speaker 2: The other project?

Speaker 1: Yeah, to the east –

Wayne: Well –

Speaker 1: – to this building area, like in between probably where the City Mattress –

Speaker 2: **[Inaudible – crosstalk]**

Speaker 1: Yeah, kinda by the canal there?

Wayne: So, if I can address that, so, the project that was approved on the corner –

Speaker 1: **[Inaudible – crosstalk]** don't have to make a U-turn at 75.

Wayne: – has provisions through their apartment complex for an interconnection, but the way I understand the approval, the interconnection is only to go west, so if you get over to either Miller Road or if there's ever going to be another north-south alignment that connects to Bonita Beach Road, it wasn't to go –

[00:07:06]

Speaker 3: Egress only.

Wayne: Yeah, so it was, like, an egress-only. So, you know, that's been a question for us, too, from a site planning standpoint. Is the city somehow going to ask us to provide a future right-of-way reservation or something? Because it's – it's a huge impact on the site, and, you know, trying to go east at that location that would

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

match up with it, there are some wetland impacts that – that has an impact to the City Mattress wetland area as well, part of the preservation area, and, you know, functionally –

Speaker 3: Turning lane, too. If – just kinda show where that is right there –

Wayne: That's right, too.

Speaker 3: – there's gonna be a new traffic light there.

Unknown Speaker: Yeah.

Wayne: I think the city's talking about that. I don't – I don't know that that's submitted yet.

Speaker 3: There's a lot of talk with all the projects. We've been – we own that prop – currently own the property, so there's been a lot of talk, and so, the discussion has been how – they – the city would like an interconnect; however, they approved Midtown without the interconnect.

[00:08:01] So, they're very intent on having the interconnect; however, they don't know how they're gonna do that yet. They owe some of – own some of that property just to the south of Midtown, and there – they've talked about designing a way – we've talked with the city managers about interconnection through their property because they – it benefits everybody –

Speaker 1: Oh, yeah –

Speaker 3: – on the – on the north side of Bonita Beach Road to do that.

Speaker 1: Mm-hmm.

Speaker 3: So, there's been, uh, a lot of discussion –

Speaker 1: Yeah, no, they're moving out all those apartments, they're –

Speaker 3: Oh, yeah.

Speaker 1: – they're gonna having – it's – it's horrible to try and go east.

Speaker 2: We wanna be able to **[inaudible]**.

Speaker 4: What's – Wayne, what's the, um, distance between Miller Road

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

and where you're saying the new traffic signal would go? Do we know that distance, by chance?

Wayne: Uh –

Speaker 3: The proposed traffic signal.

Wayne: Proposed signal?

Speaker 4: Proposed signal.

Unknown Speaker: It's right there.

Wayne: It's probably a little over a quarter mile.

Speaker 4: Would they ever allow some – a signal at Miller, as opposed to the cut-through?

Wayne: No.

Speaker 1: No.

Speaker 3: It's too close –

Wayne: Too close to **[inaudible – crosstalk]**

Speaker 1: To the interstate zone, so they won't.

Speaker 2: Yeah, **[inaudible – crosstalk]**.

[00:09:03]

Wayne: FDOT controls everything up to about this point, and it just – really, they closed off the median recently at that location anyway because it was a traffic issue, so I don't think there's likely to be a traffic signal there. They even talked about eliminating the one over at, um –

Speaker 3: At the McDonald's.

Wayne: What's the name of the street?

Speaker 3: The other side of the road, they're gonna eliminate that one and make you go up to Home Depot.

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Wayne: West, right over here, Jeremiah.

Speaker 5: Yup.

Speaker 1: I mean, the problem with that would be –

Speaker 2: Oakland.

Wayne: Oakland.

Speaker 5: Oakland? Yeah.

Speaker 3: Oakland, yeah.

Wayne: At Oakland, they've even talked about potentially eliminating that signal, which probably won't happen, but they – they've talked about it.

Speaker 3: The problem with it going through our site, Jim, uh, John's site is, I mean, it really bifurcates the site, depending on where it goes. I mean, if it goes immediately north of the City Mattress property, you know, straight east-west there, it really kinda cuts the site in half.

Wayne: Mm-hmm.

Speaker 3: Or, not quite half, but –

Speaker 5: So, what is the plan for access now?

[00:09:59]

Wayne: Right now, our access will be off of Miller Road, just like it was previously approved.

Speaker 5: Okay.

Wayne: Um, there's, you know, some potential to have a second access point to Bonita Beach Road, but that's very preliminary conversation.

Speaker 3: That U-turn at City Mattress is probably more dangerous –

Speaker 2: Mm-hmm.

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

- Speaker 3: – than the cut-through was at Miller.
- Wayne: Yeah, the city's talking about extending the length of that so there's more stacking in that turn lane.
- Speaker 3: And it's not so much – it's not so much the length of it, it's like, when you make that turn, people are going 100 miles an hour right behind you, and you can't tell their speed almost sometimes because they should be going 40.
- Speaker 4: They're still accelerating from the previous signal.
- Speaker 5: From – from this intersection.
- Speaker 3: From Bonita Grand.
- Speaker 5: Right, Bonita Grand.
- Speaker 6: Just so you know, the – the folks to the south of Bonita Beach Road and – and that – and that development there, which is commercial –
- Speaker 3: Yeah.
- Speaker 6: – they're very intent on having a traffic light there, as well as Midtown –
- Speaker 3: Yup.
- Speaker 6: – to make it a safe –
- Speaker 3: That would help.
- Speaker 6: – to make it very safe for – for everybody to make the turn. So, that's –
- [00:11:04]**
- Speaker 3: And once they put the turning lane in by City Mattress, that will **[inaudible]**.
- Speaker 6: I – I mean, we've been in discussions that support us and our property –
- Speaker 3: Right.

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Speaker 6: – too, make sure it works right for –

Speaker 3: And, you know, I'm okay whatever, but I just know that it's a – it's a dangerous spot, and I feel that it got worse since that cut-through got taken out.

Speaker 2: Since they put in the median.

Speaker 5: Well, there's also more development east of Wallowitz.

Speaker 3: Right.

Speaker 5: And so, with all the housing and everything they're building over there, it's just a lot more traffic.

Speaker 3: Mm-hmm.

Wayne: Anyway, that's it.

Speaker 4: So, so, the – so, on Miller Road, right, that exit there, or that entry there –

Wayne: Mm-hmm.

Speaker 4: – is it – is it – so, if you're coming out on – on Miller, on Bonita Beach Road, are vehicles gonna be able to turn left and right –

Wayne: No.

Speaker 4: – or just right?

Wayne: Right only.

Speaker 1: Just right.

Speaker 4: Right only, okay.

Wayne: Yeah, right in, right out, only.

[00:12:04]

Speaker 6: And that's how it is now.

Speaker 4: Okay.

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Wayne: Yeah. Since they put the median divider in there, there's no longer a left turn allowed out of there.

Speaker 4: Okay.

Speaker 1: Yeah, we've been in meetings, we've talked about using some of your property to move our property for an interconnect to that light, and the city would give us some leeway in creating that connection.

Speaker 4: And where were you thinking about doing that?

Speaker 1: It – well, you could do it in a straight line, or it could have a curve around. You could have it curve around the back of the property, around and back down.

Speaker 4: All the way up to Miller Road, and then down?

Speaker 1: Yeah.

Wayne: So, if you go all the way somehow –

Speaker 5: We'd – we'd be open to something on the north side –

[Crosstalk]

Speaker 5: – we're not open to something on Bonita Beach Road.

Speaker 1: No, no, no, remember, it was right – right on the border of our properties.

Speaker 6: Yeah.

Speaker 1: Um, so, you could have it go to the back of ours, curve down –

Wayne: And the alignment, roughly, was kind of in here for –

Speaker 1: Yes.

Wayne: – the Midtown project. So, the idea they talked about is is there a way to get to a signal in the midpoint to get people either over Bonita Grand; if not, reach their signal –

[00:13:06]

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Speaker 1: If not Midtown – they own some properties there that they would –

Speaker 5: They would allow us to – give us an easement.

Speaker 1: – allow us to get easement to –

Speaker 5: To access –

Speaker 1: – the access road.

Speaker 5: Yes.

Speaker 3: So, again, I’m not sure I’m hearing correctly. If I could view your –

Wayne: Sure. Make sure you speak up. **[Inaudible conversation in background]**

Speaker 3: Sure. So, are you saying that one option is to come across the north here?

Speaker 6: No.

Speaker 3: And then curve down and go out?

Speaker 6: Can you bring up the – the bigger version? So, we’ve talked about a – a roadway that would come here, and then connect – you could take it wherever you would wanna take it –

Speaker 1: Yeah, way up there and curve around.

Speaker 6: – because this is egress only right here. This is all that they’ve done. They approved this project without allowing an ingress area through here.

[00:14:03] So, the city is working with all of us owners to allow a way to make an interconnect that will benefit everybody to Miller Road.

Speaker 1: Right.

Speaker 3: So, you can make it do an S curve right there?

Speaker 6: You can put it wherever you want.

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Speaker 3: You can go through the north part of the property, curve around, and access –

Wayne: So, looking at your – at your proposed –

Speaker 4: You’ve seen our plan before.

Wayne: Yeah, yeah. So, looking at your proposed site plan, you could just move it all the way around to the back side of the property –

Speaker 3: Right, right there –

Wayne: – they said they would – they would work – you could – literally could come in here. They would work with you to get it –

Speaker 6: Yeah.

Wayne: This doesn’t have to be that, according to them.

Speaker 1: Yes.

Speaker 3: “According to them” – who are you –?

Wayne: City.

Speaker 1: The city.

Speaker 3: Yeah. So, is that –

Speaker 1: You can trade out credits –

Speaker 3: Is that just we, or who is that?

Speaker 1: No.

Wayne: It’s John Galman.

Unknown Speaker: John Galman.

Speaker 3: Okay, good.

Wayne: Because as you can see –

Speaker 3: You mind if I –?

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Speaker 1: Yeah.

[00:14:58]

Wayne: You know, just for –

Speaker 5: Yes.

Wayne: – you know, purposes of the original, you know, a placeholder, that's what – that's what we've been showing, and our previous plan had a – had buildings – separate buildings over here, over here, and this thing could cut through, but if we end up doing a scenario like this, this becomes very problematic. We would have to, I mean, do something like that.

Speaker 4: Yeah, do the curve-around.

Wayne: They're totally on board for helping design and facilitate – according to everything we've been involved with. You guys have been involved with some of those meetings as well.

Speaker 1: And does – and I forget, Wayne, and I don't know if you know this answer or this is a Michael, uh, is that dedicated right-of-way, or is it just private road?

Wayne: It's private.

Speaker 6: It's been requested in our current zoning that we have nothing to interconnect a road to our – that's all of those.

Speaker 1: I think that's what the staff would love to see happen.

Speaker 6: Whether it does or not.

Wayne: Whether it does or not seems **[inaudible – crosstalk]**. That will be one of the evolutions through the zoning process.

[00:16:01]

Speaker 5: We're gonna see what that – I mean, they want us to pay for the light.

Wayne: Of course.

Speaker 5: We told them we're not gonna pay for the light unless we can use

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

the light.

Wayne: Of course.

Speaker 2: Close the meeting?

Wayne: Hmm?

Speaker 1: That access – is there a way to show that there's merit to the city? Because my impression is the city would only allow access right in, right out from Miller. How are we – or, how are you – able to incentivize the city to – or allow them to provide access to the east-west –

Speaker 6: Because of all – all the density that's on the north side, they need to have – provide safe passage. Like he's talking about, doing the U-turns is very dangerous.

Wayne: The city staff wants it to happen. They want a reliever to Bonita Beach Road in a big way.

Speaker 6: Yup.

Speaker 1: From a safety perspective.

Speaker 6: Yes.

Wayne: Safety and timing.

Speaker 6: You know John McGarvey.

Speaker 1: Yes.

Speaker 6: I mean, he's hand – he thinks there's a death – and there might be, but there's been fatalities right there on the road in the last year, and, I mean, he's a big property owner to the south, so he – he really is concerned about it. He's expressed his concerns at those meetings.

[00:17:08]

Wayne: I think it's probably appropriate – why don't we go ahead and adjourn the meeting? I think we're just kinda talking –

Speaker 5: Okay, could I ask a question before you adjourn? So –

St. James PD Amendment
November 3, 2022 Neighborhood Meeting

Speaker 2: Gentlemen? I'm trying to record. Please.

Speaker 5: The self-storage – what are the hours of operation?

Wayne: I don't think we know at this point.

Speaker 1: No, we don't.

Speaker 5: Okay. And is the apartments gonna be gated, or not gated, or open access?

Speaker 1: Likely be gated. This road – we'll have to, um, fact – you know, factor that into it, so I'm not sure how – how it would ultimately lay out.

Wayne: Yeah, this site plan may not look – the ultimate site plan may not look anything like this.

Speaker 1: The point is these are the two uses, for sure.

Speaker 3: Right.

Wayne: Anything else?

[00:18:00] I think you've got our contact information. If you all have questions or anything, just certainly let us know and we'll do our best to get you an answer.

Speaker 1: Thank you.

Speaker 3: Thank you so much.

Wayne: Thanks, everybody. Good night.

[End of Audio]

Duration: 18 minutes

St. James Development RPD/CPD Rezone

Post-Sufficiency Neighborhood Meeting

The post-sufficiency Neighborhood Meeting was advertised and scheduled for March 13, 2024, 5:30 PM at the offices of Q. Grady Minor & Associates, P.A., 3800 Via Del Rey, Bonita Springs, FL. Notification letters were mailed to adjacent property owners within 1,000 feet of the subject properties February 20, 2024 and an advertisement was published in the News-Press February 20, 2024.

MEETING SUMMARY:

Wayne Arnold opened the meeting at 5:30 p.m. and introduced the project team and provided a brief PowerPoint presentation. He described that the project involves a rezoning to RPD/CPD and the development of commercial uses, including a self-storage facility and residential apartment buildings for up to 136 dwelling units on property located east of Miller Road and north of Bonita Beach Road. The project's master plan, deviations from city standards, zoning board hearing dates, and the timeline for development were discussed. Wayne also mentioned the nearby Bonita 75 project and its current status, including Miller Road alignment.

Two neighbors residing to the north on Surveyor Creek Court attended the meeting. They asked questions regarding the location of any proposed interconnections to the east and the anticipated construction start date for the project. They expressed no concerns about the project. Rob Lochner with Keeley Properties, Rich Yovanovich, legal counsel, Paul Owens, our biologist, Mike Herrera, civil engineer and Sharon Umpenhour, Senior Planning Technician were in attendance representing the applicant.



St. James Development RPD/CPD
March 13, 2024 Neighborhood Meeting Transcript

Wayne Arnold: [00:01](#) Hello everybody, I'm Wayne Arnold and I'll make some introductions. We're here for the St. James CPD, which is now going to be known as the St. James RPD CPD project because we're adding a residential component to that. We're here for our post-sufficiency neighborhood information meeting, and I'll make the introduction.

[00:22](#) So Keeley Properties now owns the property. And this is Rob Lochner with Keeley Properties. This is Rich Yovanovich, legal counsel for them. Paul Owens, our biologist, Mike Herrera is the civil engineer who's working on it and Jim Banks is available by phone. He's our traffic engineer, but he's out in Oregon and would be available if we have any specific questions that we don't think we can handle.

[00:47](#) So with that, Sharon, if you want to advance that or I'm advancing it. Yes. Looks like now. There we go.

[00:52](#) So the property, as you all know, it's a little over nine acres. It's just east of the Miller Road alignment north side of the Bonita Beach Road. A little farther close up. The City Mattress folks are our nearest neighbor. This is just some general information. We're in the interchange commercial land use designation previously permitted for quite a bit of commercial uses. A lot of them are probably just not that feasible today, given the changing access condition that's out there and some of the other issues. So we've reduced a lot of the commercial intensity.

[01:29](#) Rob's group, they build self-storage facilities so we're looking at a three-story storage facility on the front parcel and then the residential on the back. So that was the original master plan for the St. James property. Bonita Beach Road is down here. All of this was going to be commercial with a storage component in the back. And so what we've done now on the next slide, flipping, Bonita Beach Road is down here. This would be the indoor self-storage building and then we'd have a series of residential buildings in this area.

[02:01](#)

And then so to our further north, we've got all dry detention for water management preserve area. This hatching is we have to have some floodplain compensation that Michael's been working with. And then we've also got a number of deviations. The city has new buffer overlays applied to self-storage facilities. However, they also have a maximum setback standard, which is in disagreement with the buffer that they have. So we've had to ask for a deviation from the buffer standard for the self-storage on Bonita Beach Road but we'll have landscape material to code. We just don't have the width.

[02:38](#)

We've had another buffer. We don't meet the technical preservation standard for existing native vegetation so Paul and the city's environmental staff have worked out a condition where we'll have the open space where we've shown it, and then we'll be able to re-vegetate parts of the water management area and the floodplain compensation area to meet up the difference in the square footage acreage.

[03:06](#)

So this is a long list of uses that we're technically allowed to have, but you can see that we've limited to 25,000 square feet if we don't do the mini storage, which I think it's almost certain that Rob's group will, but never say never.

[03:21](#)

We've established building setbacks and development standards. You all were here for the last one. None of that's really changed. These are our list of deviations. Most of them are technical deviations. We've asked for a parking deviation that we had previously asked for. The staff has asked for some additional justification and so that's the deviation location. So buffer, buffer. Miller Road is shown over here. So we'll be connecting to Miller Road so there's a hiatus that we have to try to buffer about. We're allowing some joint use of parking lots between the residential and commercial. I think hopefully none of that affects you all to the north. And that's really it.

[04:05](#)

We do have a zoning board hearing date established now for April 30th. We don't yet have a city council date, but that's likely to be probably May and then June the 2nd. Two readings. Second meeting in May is probably likely for the first reading, which is, I call it, permission to advertise. It's just we don't have to put on a case. We just have to show up and make sure that

there's not some stray question. And then probably the first meeting in June would be the time at which we have the real reading where the city council would actually take action on the application.

[04:38](#)

So it's kind of in a nutshell what we're doing. Happy to answer any more questions. Like I said, the team's here and available if you have any questions. I think last time there was a lot of uncertainty about the Miller Road and that's been determined now since Bonita 75 to the west has been approved, and there's an access agreement between Rob's group and the Madison Capital group that's developing Bonita 75.

Josh Bachman: [05:04](#)

So currently this is Miller Road right here?

Wayne Arnold: [05:10](#)

Yes.

Josh Bachman: [05:11](#)

That is current. And it's shifting over into their area. Yeah.

Wayne Arnold: [05:14](#)

And you can see this whole transition. It'll transition back to your [inaudible 00:05:17].

Josh Bachman: [05:16](#)

And you don't have any improvements going back this way?

Wayne Arnold: [05:20](#)

That's correct.

Josh Bachman: [05:21](#)

Okay.

Wayne Arnold: [05:21](#)

Nope. The only legal area that Madison can touch is up to their second access point, which is in about that general location.

Josh Bachman: [05:29](#)

Because I think the last time, the last meeting or somebody had said that you needed to pave to back here and put a fire hydrant in that back area.

Wayne Arnold: [05:42](#)

I don't remember the fire hydrant comment at all.

Josh Bachman: [05:44](#)

Okay. Well, you-

Wayne Arnold: [05:45](#)

But the question was always who owned that eastern 25 feet and Mrs. Thompson had been deeded that years ago. So that's been his legal dilemma and ...

Josh Bachman:	05:54	Right. He signed it over.
Wayne Arnold:	05:56	Well, he signed-
Josh Bachman:	05:56	Or he signed some-
Wayne Arnold:	05:57	He gave some legal authority to Keeley, but he didn't give any authority to the Madison Capital guys is my understanding. So there was this question about who had rights to make an improvement. So rather than fight over the 25 feet staff allowed Madison Capital to shift the road 25 feet to the west in the area adjacent to their property. And then it transitions back. So hopefully it works for everybody. At least you'll get a nice road up to that transition point.
Josh Bachman:	06:29	Right.
Michael Herrera:	06:30	We used to have the entrance to the north on the last submittal. But it's been changed now so-
Wayne Arnold:	06:38	We had one farther north, you're saying? that-
Michael Herrera:	06:39	Yeah, it went straight through on the north-
Josh Bachman:	06:40	Okay.
Michael Herrera:	06:40	And that was going to be the access point to-
Josh Bachman:	06:42	Right about where number one was?
Wayne Arnold:	06:44	Oh no, we had that over here, Michael. There was an interconnection [inaudible 00:06:47].
Michael Herrera:	06:47	Yeah, we had our driveway to the north.
Wayne Arnold:	06:50	Oh, okay.
Michael Herrera:	06:50	Right about where that number one is to the north one.
Wayne Arnold:	06:52	Oh, okay.
Michael Herrera:	06:52	Yeah. Just to the north of that a little bit. But that is gone now.

Josh Bachman:	<u>06:55</u>	And so you're saying that you don't think that this will ever go through into Midtown to be able to get to the potential light.
Wayne Arnold:	<u>07:01</u>	That doesn't go back to ... Go back to the aerial. I'll show you where that actually falls. It's really interesting what staff wants. We showed our interconnection here. They told us they didn't like it because it's in the floodplain. So we moved it. Connect to the back parking lot here. They asked us to move it-
Josh Bachman:	<u>07:15</u>	And you asked City Mattress to use some of theirs.
Wayne Arnold:	<u>07:18</u>	Well, now they've asked us to move it 50 some odd feet to the north of the parking lot so we could never even make that connection because there's an old platted easement-
	<u>07:25</u>	There's a platted easement-
	<u>07:26</u>	... that goes right through here. And that's where they wanted us to show a potential stub out, so that's-
Richard Yovanovich:	<u>07:31</u>	The thought is the parcels to the east are not owned by Midtown, right?
Neighbor:	<u>07:38</u>	Mm-hmm.
Richard Yovanovich:	<u>07:39</u>	So the thought is that there's an un-platted subdivision.
Wayne Arnold:	<u>07:42</u>	So you can see here, that's one of the canals that [inaudible 00:07:45].
Richard Yovanovich:	<u>07:44</u>	So what Midtown did do is they provided a connection to the main road should anybody be able to bring the road ... [inaudible 00:07:54] for lack of a better ... Let's just say this is the road. To bring it over here.
Neighbor:	<u>07:57</u>	Correct.
Richard Yovanovich:	<u>07:58</u>	So there could be an interconnection that way. It just won't be up.
Neighbor:	<u>08:02</u>	It won't go to Miller.

Richard Yovanovich:	08:04	Well, it could go to Miller because it would connect with whatever Midtown's north south road is.
Neighbor:	08:10	Okay.
Richard Yovanovich:	08:10	That's where the connection would be. It just won't be [inaudible 00:08:12].
Wayne Arnold:	08:12	So you all technically, the Miller Road people could come through our property and perfect that access to get over to the signal if it's there someday.
Josh Bachman:	08:19	Right.
Michael Herrera:	08:19	Correct.
Wayne Arnold:	08:20	Won't be convenient, but at least you'll have some opportunity in the future.
Josh Bachman:	08:25	Right. So yours won't have gates to be able ... You would have to go through.
Wayne Arnold:	08:30	Yeah. I mean if that interconnection gets perfected and you all weren't gating your residential anyway, I don't think.
Neighbor:	08:37	Is the residential rental or for sale? Is it condos or apartments?
Wayne Arnold:	08:39	It's apartments. Market rent apartments. Yeah.
	08:44	That's it. What else?
Josh Bachman:	08:47	And that'll be updated on your website to be able to go to?
Wayne Arnold:	08:49	Yes.
Josh Bachman:	08:50	All right.
Wayne Arnold:	08:51	If there's anything else you think you want, I'm happy to get it to you. Like I said, we also worked on Bonita 75 so if you all have questions, just shoot. Sharon will get you one of her cards or I'll give you one of her cards. Just let us know if you want anything. Happy to get it to you.

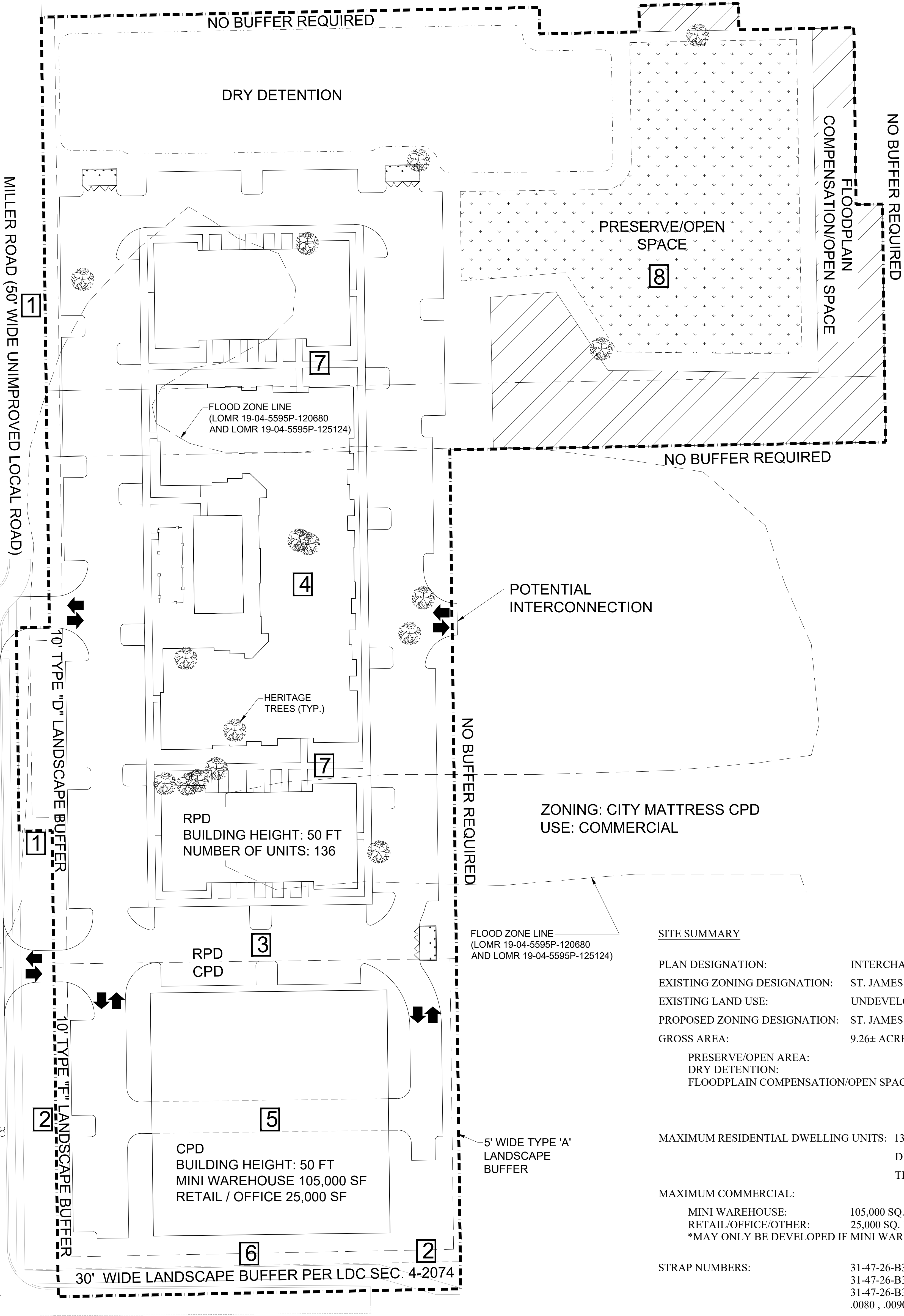
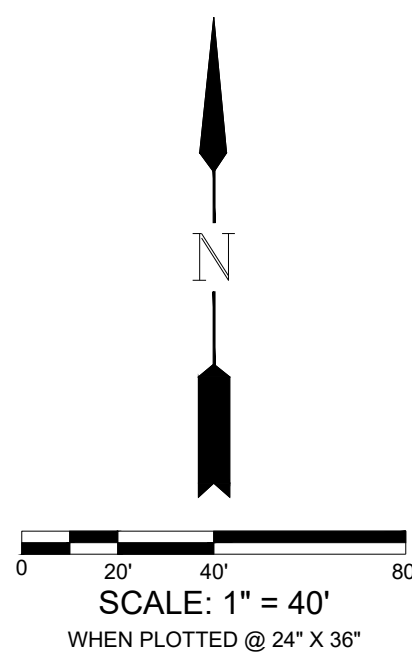
Neighbor:	<u>09:05</u>	Do we know when this might start?
Rob Lochner:	<u>09:08</u>	As soon as we can get it approved and-
Josh Bachman:	<u>09:11</u>	July was the last time you thought you would meet at the city.
Rob Lochner:	<u>09:15</u>	Yeah. I mean Wayne can speak to once we get the zoning and the city council to approve it, the next step would be-
Michael Herrera:	<u>09:24</u>	Development order.
Rob Lochner:	<u>09:25</u>	Development order, which could take another six to nine months.
Wayne Arnold:	<u>09:29</u>	Yeah.
Michael Herrera:	<u>09:29</u>	It usually takes six months but right now with the city taking three times longer for reviews, it could add four months easily. So it's six to 10 months.
Wayne Arnold:	<u>09:39</u>	Yeah. Let's assume we get zoning approval in June. Michael's probably going to advance the ball on his development order permitting now.
Michael Herrera:	<u>09:46</u>	Mm-hmm.
Wayne Arnold:	<u>09:48</u>	I think at this point, maybe by the end of late fall maybe it's a possibility to get the development order. So I think last quarter 2024, first quarter 2025 is best case.
Rob Lochner:	<u>10:03</u>	Yeah. That'd be my guess too.
Michael Herrera:	<u>10:04</u>	I think [inaudible 00:10:06].
Rob Lochner:	<u>10:06</u>	Do we know when Bonita 75 starts?
Josh Bachman:	<u>10:11</u>	It started.
Neighbor:	<u>10:11</u>	It started.
Rob Lochner:	<u>10:11</u>	They have started?
Wayne Arnold:	<u>10:12</u>	They started started clearing.

Josh Bachman:	<u>10:14</u>	They started clearing.
Wayne Arnold:	<u>10:15</u>	They were supposed to be clearing exotics, but somebody said that they moved out of their boundary, so they gave them a stop work order so I don't know [inaudible 00:10:23]-
Neighbor:	<u>10:22</u>	Okay, because they hadn't been there.
Josh Bachman:	<u>10:24</u>	[inaudible 00:10:24].
Neighbor:	<u>10:24</u>	Started and then it was just not the-
Wayne Arnold:	<u>10:26</u>	They had a limited area and I think the guys, whoever was out there ... I haven't been out there to see it in the last few days, but it just happened in the last few days where they started clearing and then they were told to time out.
Michael Herrera:	<u>10:36</u>	Cleared too much.
Wayne Arnold:	<u>10:36</u>	Yeah.
Rob Lochner:	<u>10:37</u>	Seems like that just happens almost every project.
Michael Herrera:	<u>10:40</u>	Strange.
Neighbor:	<u>10:46</u>	They were gung ho for two days and then all of a sudden-
Michael Herrera:	<u>10:46</u>	Oops.
Josh Bachman:	<u>10:46</u>	[inaudible 00:10:46]. We took out the trees we didn't want and-
Neighbor:	<u>10:48</u>	I'm sorry.
Wayne Arnold:	<u>10:51</u>	Anyway, well thank you all for taking time to come out and staying in touch with us.
Neighbor:	<u>10:55</u>	Appreciate it.
Wayne Arnold:	<u>10:55</u>	So with that, I guess we'll adjourn.
Rob Lochner:	<u>10:57</u>	Yeah. All right. Thanks guys.
Josh Bachman:	<u>10:59</u>	Thank you.

Wayne Arnold: [11:00](#) Appreciate it.

EXHIBIT "B"

ZONING: AG-2, AGRICULTURAL
USE: SINGLE FAMILY RESIDENTIAL



ZONING: MPD
USE: UNDEVELOPED

ZONING: CITY MATTRESS CPD
USE: COMMERCIAL

SITE SUMMARY

PLAN DESIGNATION:	INTERCHANGE COMMERCIAL
EXISTING ZONING DESIGNATION:	ST. JAMES DEVELOPMENT CPD
EXISTING LAND USE:	UNDEVELOPED
PROPOSED ZONING DESIGNATION:	ST. JAMES DEVELOPMENT RPD/CPD
GROSS AREA:	9.26± ACRES
PRESERVE/OPEN AREA:	0.93± ACRES
DRY DETENTION:	0.91± ACRES
FLOODPLAIN COMPENSATION/OPEN SPACE:	0.75± ACRES

MAXIMUM RESIDENTIAL DWELLING UNITS: 136 UNITS (INCLUDING UP TO 45 BONUS DENSITY UNITS TO BE USED THROUGHOUT RPD AREA.

MAXIMUM COMMERCIAL:
MINI WAREHOUSE: 105,000 SQ. FT.
RETAIL/OFFICE/OTHER: 25,000 SQ. FT.*
*MAY ONLY BE DEVELOPED IF MINI WAREHOUSE IS NOT CONSTRUCTED

STRAP NUMBERS: 31-47-26-B3-00701.0010, .0030, .0040, .0090, 31-47-26-B3-00703.0010, .0030, .0080, .0110, .0120, 31-47-26-B3-00705.0010, .0030, .0050, .0060, .0070, .0080, .0090, .0100, .0110, .0120, .0130, AND .0140

STREET ADDRESS: 27925, 27951, 27955, 27961, 27877, 27887, 27825, 27853, AND 27857 MILLER RD

OPEN SPACE:

REQUIRED: 3.34± ACRE
COMMERCIAL: 0.37± ACRE (1.84± ACRE X .20)
RESIDENTIAL: 2.97± ACRE (7.42± ACRE X .40)
PROVIDED: 3.34± ACRE

NOTES

- THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL. HOWEVER, ANY SUCH MODIFICATION SHALL BE IN COMPLIANCE WITH THE APPLICABLE LAND DEVELOPMENT CODE (LDC) DESIGN STANDARDS AND GUIDELINES.
- SEE SHEET 2 OF 2, MASTER CONCEPT PLAN NOTES, FOR SCHEDULE OF USES AND DEVELOPMENT REGULATIONS.

DEVIATIONS:

- RELIEF FROM LDC SEC. 3-418(d)(4), BUFFER TYPES
- RELIEF FROM LDC SEC. 4-2074. (a) (1), SELF-STORAGE FACILITIES
- RELIEF FROM LDC SEC. 4-2074. (a) (2), SELF-STORAGE FACILITIES
- RELIEF FROM LDC SEC. 4-1732. (1) c., REQUIRED PARKING FOR MULTIPLE-FAMILY BUILDINGS
- RELIEF FROM LDC SEC. 4-1732. (3) g., REQUIRED SPACES FOR MINI WAREHOUSES
- RELIEF FROM LDC SEC. 4-899, SITE DESIGN STANDARDS FOR THE BONITA BEACH ROAD CORRIDOR OVERLAY
- RELIEF FROM LDC SECTION 4-741(d)(4), PROPERTY DEVELOPMENT REGULATIONS
- RELIEF FROM LDC SECTION 3-417 (b), INDIGENOUS NATIVE VEGETATION

BONITA BEACH ROAD (COUNTY ROAD 865) ARTERIAL ROAD
RIGHT-OF-WAY WIDTH VARIES
FOUR TRAVEL LANES NOT INCLUDING TURN LANES

 ACCESS

DEVIATION

Revision	Date	Description

DESIGNED BY:	CCMA
DRAWN BY:	CCMA
APPROVED:	D.W.A.
JOB CODE:	KPBRR
SCALE:	
By	



GradyMinor

Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cert. of Auth. LB 0003151 Cert. of Auth. LB 0003151 Business LC 26000266
Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

O. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134

ST. JAMES DEVELOPMENT CPD

EXHIBIT IV-E
MASTER CONCEPT PLAN
REVISED APRIL 5, 2024

MUNICIPALITY:	BONITA SPRINGS
SRC/TWR/RGE:	31/475/2EE
DATE:	FEBRUARY 2023
SUBMITTAL TYPE:	PD AMENDMENT
SHEET	1 OF 3

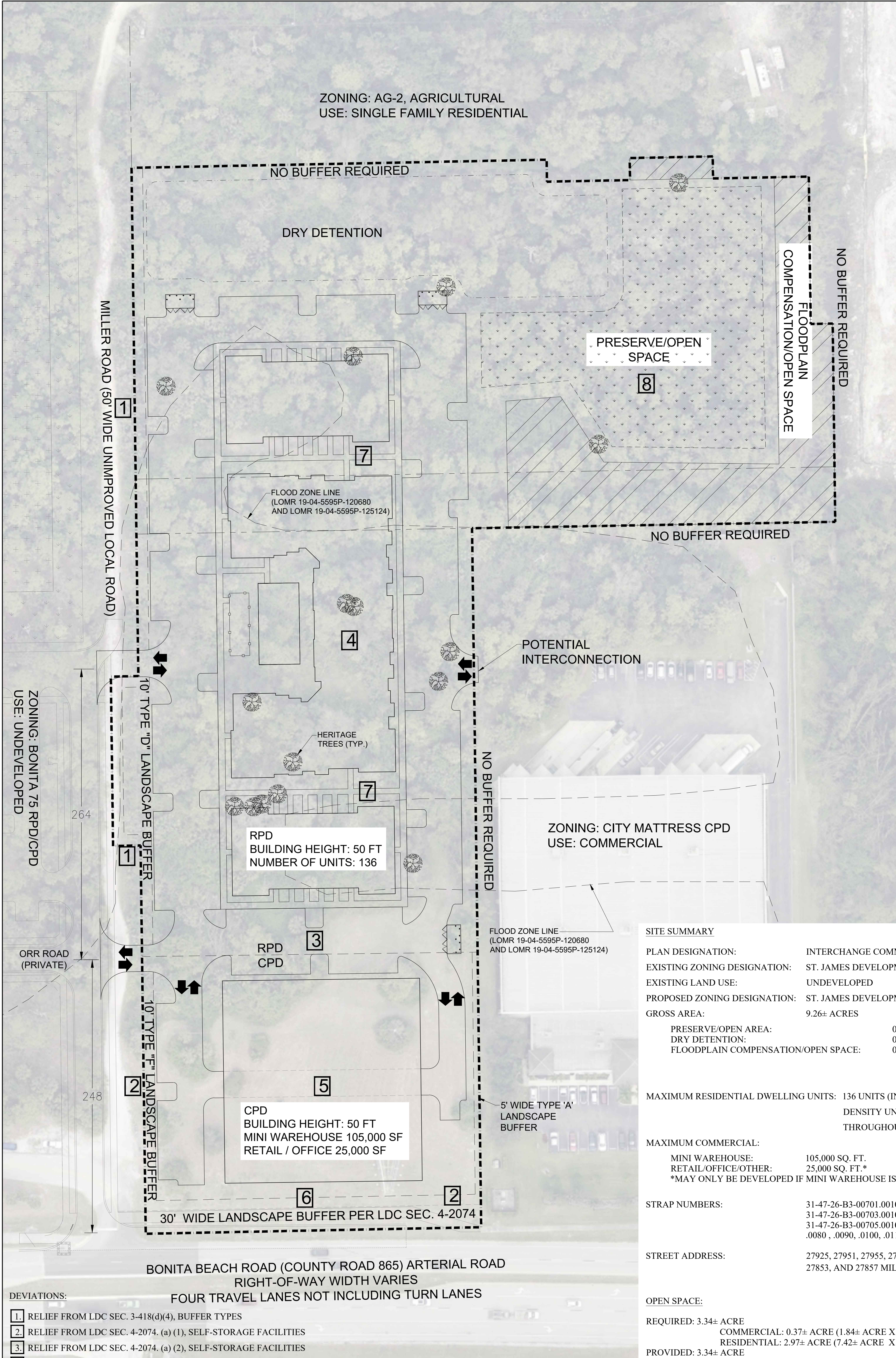
SCHEDULE OF USES:

CPD TRACT: (25,000 SQUARE FEET FOR COMMERCIAL IF MINI STORAGE IS NOT CONSTRUCTED)	SOCIAL SERVICES, GROUP I
ACCESSORY USES AND STRUCTURES	SPECIALTY RETAIL SHOPS, ALL GROUPS
ADMINISTRATIVE OFFICES	STORAGE, INDOOR
ATM (AUTOMATIC TELLER MACHINE)	STUDIOS
BANKS AND FINANCIAL ESTABLISHMENTS, GROUP I	TEMPORARY USES, LIMITED TO SIDEWALK SALE FOR ON-SITE RETAIL BUSINESSES, INCIDENTAL GARAGE SALE FOR THE MINI/SELF: STORAGE BUSINESS, TEMPORARY CONSTRUCTION TRAILERS
BROADCAST STUDIO, COMMERCIAL RADIO AND TELEVISION	VARIETY STORE
BUSINESS SERVICES, GROUP I, II	WAREHOUSE, MINI-WAREHOUSE, PRIVATE, AND PUBLIC (105,000 S.F. MAXIMUM)
CARETAKER'S RESIDENCE	WIRELESS COMMUNICATION FACILITIES
CLEANING AND MAINTENANCE SERVICES (NO OUTDOOR STORAGE OF FERTILIZERS OR CLEANING MATERIALS)	
CLOTHING STORES, GENERAL	
CLUBS, COMMERCIAL, FRATERNAL, MEMBERSHIP ORGANIZATION, PRIVATE	RPD TRACT: (136 DWELLING UNITS - 136 UNITS (INCLUDING UP TO 45 BONUS DENSITY UNITS))
CONTRACTORS AND BUILDERS, GROUP I AND II	MULTI-FAMILY RESIDENTIAL
CULTURAL FACILITIES	ACCESSORY USES AND STRUCTURES
DAYCARE CENTERS, CHILD, ADULT	ESSENTIAL SERVICES
DEPARTMENT STORE	PARKING LOT, ACCESSORY (MAY INCLUDE CARPORTS OR ENCLOSED GARAGES)
DRIVE-THROUGH FACILITY FOR ANY PERMITTED USE, EXCEPT PACKAGE STORES	RECREATIONAL FACILITIES, PRIVATE ON-SITE AND PERSONAL
DRUG STORE PHARMACY	SIGNS IN ACCORDANCE WITH THE CITY OF BONITA SPRINGS' LDC CHAPTER 6 AS AMENDED.
ESSENTIAL SERVICE FACILITIES, GROUP I	
EXCAVATION, WATER RETENTION	
FENCES, WALLS	
FOOD AND BEVERAGE SERVICES, LIMITED	
FOOD STORES, GROUP I	
GIFT AND SOUVENIR SHOP	
HARDWARE STORE	
HEALTHCARE FACILITIES, GROUPS I, II AND III	
HOBBY, TOY AND GAME SHOP	
HOUSEHOLD AND OFFICE FURNISHINGS, GROUP I	
LAUNDRY OR DRY CLEANING, GROUP I	
PAINT, GLASS AND WALLPAPER	
PARKING LOT: ACCESSORY	
TEMPORARY	
PET SERVICE	
PLACES OF WORSHIP	
REAL ESTATE SALES OFFICE	
RECREATIONAL FACILITIES, COMMERCIAL, GROUP I	
RELIGIOUS FACILITIES	
REPAIR SHOPS, GROUP I AND II	
RESTAURANT, FAST FOOD	
RESTAURANTS, GROUPS I, II AND III	
RETAIL AND WHOLESALE SALES, WHEN CLEARLY INCIDENTAL AND SUBORDINATE TO A PERMITTED PRINCIPAL USE ON THE SAME PREMISES	
SCHOOLS, COMMERCIAL	
SIGNS IN ACCORDANCE WITH THE CITY OF BONITA SPRINGS' LDC CHAPTER 6 AS AMENDED.	

DEVELOPMENT REGULATIONS:

	CPD TRACT	RPD TRACT
MINIMUM AREA DIMENSION:		
MINIMUM LOT AREA:	10,000 SQ. FT.	N.A.
MINIMUM LOT DEPT:	100 FEET	N.A.
MINIMUM LOT WIDTH:	100 FEET	N.A.
MINIMUM BUILDING SETBACKS: *1		
STREET/FRONT (PUBLIC ROAD): *2	25 FEET	25 FEET
STREET (PRIVATE ROAD:	20 FEET	25 FEET
SIDE YARD: PRINCIPAL	15 FEET	15 FEET
ACCESSORY	5 FEET	5 FEET
REAR YARD: PRINCIPAL	20 FEET	20 FEET
ACCESSORY	5 FEET	10 FEET
PROJECT PERIMETER SETBACK:	20 FEET	20 FEET
PRESERVE:	30 FEET	30 FEET
MAXIMUM BUILDING HEIGHT: PRINCIPAL	50 FEET	50 FEET
ACCESSORY	25 FEET	25 FEET
MAXIMUM LOT COVERAGE:	45%	40%
MINIMUM BUILDING SEPARATION: *3	PRINCIPAL: 25 FEET	25 FEET
	ACCESSORY:0 FEET	0 FEET

*1 NO SETBACK SHALL BE REQUIRED BETWEEN THE ESTABLISHED COMMERCIAL AND RESIDENTIAL TRACTS.
*2 SEE DEVIATION #6
*3 SEE DEVIATION #7



1. THIS PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO MODIFICATION AT THE TIME OF AGENCY PERMITTING, D.O. OR PLAT APPROVAL. HOWEVER, ANY SUCH MODIFICATION SHALL BE IN COMPLIANCE WITH THE APPLICABLE LAND DEVELOPMENT CODE (LDC) DESIGN STANDARDS AND GUIDELINES.
2. SEE SHEET 2 OF 2, MASTER CONCEPT PLAN NOTES, FOR SCHEDULE OF USES AND DEVELOPMENT REGULATIONS.

G:\PLANNING\PROJ - PLANNING\KPBBR ST. JAMES CPD (PD23-100280-BOS)\DRAWINGS\KPBBR-MCP-R6.DWG 4/17/2024 10:06 AM



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office: 101 S. Hanley Road, Suite 575, St. Louis, MO 63105
Issuing Office's ALTA® Registry ID: 1009624
Loan ID Number:
Commitment Number: NCS-1114170B-STLO
Issuing Office File Number: NCS-1114170B-STLO
Property Address: Bonita Beach Road Southeast, Miller Road, Bonita Springs, FL 34135
Revision Number:

SCHEDULE A

1. Commitment Date: September 11, 2023 at 7:30 AM
2. Policy to be issued: Proposed Amount of Insurance:
 - a. ALTA® Standard Owner's Policy (with Florida modifications) \$1,000.00

Proposed Insured: A Natural Person or Legal Entity to be Designated
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Standard Loan Policy (with Florida modifications) \$

Proposed Insured:
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple and Easements
4. The Title is, [at the Commitment Date, vested in:](#)

Bonita FL Beach Development, LLC, a Missouri limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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First American

**ALTA Commitment for Title Insurance
Florida Modified - 2021 v. 01.00 (07-01-2021)**



***First American
Title Insurance Company***

NATIONAL COMMERCIAL SERVICES

By:

Authorized Signatory

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Form 50184612 (10-3-22)

Page 2 of 23

Page 322



Commitment No. NCS-1114170B-STLO

EXHIBIT A

The Land referred to herein below is situated in the County of Lee, State of Florida, and is described as follows:

TRACTS 1 THROUGH 9:

A PORTION OF SUNCOAST LAKES, UNIT #2, DESCRIBED AS FOLLOWS:
(COMBINED PARCEL)

A PORTION OF LAND LYING IN SUNCOAST LAKES, UNIT #2, WHICH MAP IS RECORDED IN BOOK 1091, PAGE 512 OF OFFICIAL RECORDS WHICH IS LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26 EAST, LEE COUNTY, FLORIDA. SAID PORTION BEING A COMBINATION OF ALL OF BLOCKS 1 AND 3 TO INCLUDE ROADWAYS AND CUL-DE-SACS, CANALS AND PORTIONS THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND LYING NORTH OF THE SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26E AND SOUTH OF THE CENTERLINE OF THE CANAL DIVIDING BLOCK 3 AND 5 AND LYING EAST OF THE WEST LINE OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 25E AND LYING WEST OF THE CENTERLINE OF THE CANAL DIVIDING BLOCKS 1 AND 2 AND BLOCKS 3 AND 4 ALL OF SAID SUNCOAST LAKES, UNIT NO.2 MAP.

LESS AND EXCEPT THE FOLLOWING:

THE WESTERLY 25.0 FEET AND THE SOUTHERLY 25.0 FEET THEREFROM FOR ROADWAY AND UTILITY PURPOSES.

ALSO LESS AND EXCEPT THEREFROM I-75 RIGHT-OF-WAY IF ANY.

ALSO LESS AND EXCEPT THAT WARRANTY DEED DESCRIBED IN BOOK 04192, PAGE 0598 OF OFFICIAL RECORDS, BEING DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST LESS THE SOUTHERLY 25.0 FEET FOR ROAD RIGHT-OF-WAY LEE COUNTY, FLORIDA.

TRACT 10:

LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT 2, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0° 09' 52" EAST 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST

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ALONG THE SOUTH BOUNDARY OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET; THENCE RUN SOUTH 89° 48' 15" WEST ALONG THE CENTERLINE OF A ROAD IN BLOCK 5 TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN BOOK 1091, PAGE 512 OF OFFICIAL RECORDS, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

LOT 2, BLOCK 5, SUNCOAST LAKES, UNIT 2 OF AN UNRECORDED SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE S 1/4 CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, RUN N 0°09' 52" E ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN N 89° 48' 15" E ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING, CONTINUE N 89° 48' 15" E FOR 75.5 FEET; THENCE RUN N 0° 11' 13" E FOR 154 FEET; THENCE RUN S 89° 49' 51" W FOR 75.5 FEET; THENCE S 0° 09' 52" W FOR 154 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN BOOK 1091, PAGE 512 OF OFFICIAL RECORDS, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TRACT 11:

LOTS 3 AND 4, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 151 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 151 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 12:

LOT 5, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTER LINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTER LINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 13:

LOT 6, BLOCK 5, UNIT 2, SUNCOAST LAKES, UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89° 48' 51" EAST FOR 75.5 FEET; THENCE RUN NORTH 0° 09' 52" EAST FOR 134 FEET; THENCE RUN SOUTH 89° 48' 51" WEST FOR 75 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO ROAD RIGHT OF WAY OVER AND ACROSS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 14:

LOT 7, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 478 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A CUL DE SAC HAVING A RADIUS OF 50 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS

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AND EGRESS.

TRACT 15:

LOT 8, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 553.50 FEET TO A POINT IN THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°48'15" EAST FOR 86.87 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 134 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 89°48'15" WEST FOR 86.81 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 0°09'52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD AND CUL DE SAC, LEE COUNTY, FLORIDA.

TRACT 16:

LOT 9, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 17:

LOT 10, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

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TRACT 18:

LOT 11, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" EAST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" WEST FOR 154 FEET TO A POINT OF THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 19:

LOT 12, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 251.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL CASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 20:

LOT 13, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT

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OVER AND ACROSS THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 21:

LOTS 14, 15 AND 16, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTER LINE OF SAID CANAL FOR 257.81 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 0°09'52" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 154 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 86.87 FEET TO THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET; THENCE CONTINUE SOUTH 89°48'15" WEST FOR 151 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 22:

THE EAST 25 FEET OF THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN BOOK 1091, PAGE 512 OF OFFICIAL RECORDS, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; AND THE EAST 25 FEET ABUTTING THE 25 FEET NORTH OF LOT 9 OF BLOCK 3, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN BOOK 1091, PAGE 512 OF OFFICIAL RECORDS, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

THE ABOVE TRACT 22 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN BOOK 1091, PAGE 512 OF OFFICIAL RECORDS, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LOT 9, NORTH 00°09'52" EAST A DISTANCE OF 149 FEET TO A POINT 25 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°48'15" WEST A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 00°09'52" EAST A DISTANCE OF 149 FEET TO A POINT; THENCE NORTH 89°48'15" EAST AT DISTANCE OF 25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 BEING THE POINT OF BEGINNING.

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TRACT 23:

NONEXCLUSIVE RIGHT OF WAY AND EASEMENT FOR INGRESS AND EGRESS, AS CONTAINED IN MILLER ROAD EASEMENT AGREEMENT, BY AND BETWEEN BONITA FL BEACH DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY AND OLIVE ELAINE THOMPSON (A/K/A ELAINE THOMPSON), AN UNMARRIED WOMAN, FILED JULY 14, 2023, RECORDED IN INSTRUMENT NO. 2023000241962.

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Commitment No. NCS-1114170B-STLO

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - (a) Warranty Deed conveying the land from Bonita FL Beach Development, LLC, a Missouri limited liability company to A Natural Person or Legal Entity to be Designated. In connection with said deed, we will further require:
 - 1) Production of a copy of the articles of organization and regulations, if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and regulations, and all amendments thereto, and that the limited liability company has not been dissolved;
 - 2) That said deed shall be executed by all of the members, unless the articles of organization provides that the company shall be governed by managers; then said deed shall be executed by all of the managers, unless said articles of organization and regulations show no limitation on the authority of one member, or one manager, if applicable, to execute a conveyance;
 - 3) Should any member or manager, if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;
 - 4) Certificate of Organization from the Secretary of State, showing the limited liability company to have been formed as of July 14, 2023, together with proof as to the current status of said limited liability company;
 - 5) Satisfactory evidence of compliance with all requirements regarding conveying company property contained in the articles of organization and regulations, if adopted; and
 - 6) The Company reserves the right to make such further requirements as it deems necessary after review of any of the documentation required above.
5. Payment, cancellation and satisfaction of record of mortgage executed by Bonita FL Beach Development, LLC, a Missouri limited liability company in favor of Bank of Washington, recorded July 14, 2023 in Instrument No. [2023000241964](#).

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6. The actual value of the estate or interest to be insured must be disclosed to the Company and, subject to approval by the Company, entered as the amount of the Policy to be issued.
7. Pay any and all taxes and/or assessments, levied and assessed against the Land, that are due and payable.

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$1,602.21, under Tax Parcel I.D. No.: 31-47-26-B3-00701.0010

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$683.22, under Tax Parcel I.D. No.: 31-47-26-B3-00701.0030

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$683.22, under Tax Parcel I.D. No.: 31-47-26-B3-00701.0040

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$6,849.13, under Tax Parcel I.D. No.: 31-47-26-B3-00701.0090

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$1,538.45, under Tax Parcel I.D. No.: 31-47-26-B3-00703.0010

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$1,377.21, under Tax Parcel I.D. No.: 31-47-26-B3-00703.0030

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$1,541.81, under Tax Parcel I.D. No.: 31-47-26-B3-00703.0080

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$683.28, under Tax Parcel I.D. No.: 31-47-26-B3-00703.0110

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$482.32, under Tax Parcel I.D. No.: 31-47-26-B3-00703.0120

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$1,316.12, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0010

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$1,215.96, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0030

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$604.21, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0050

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Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$608.96, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0060

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$609.04, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0070

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$574.93, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0080

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$597.27, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0090

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$500.76, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0100

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$501.48, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0110

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$501.48, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0120

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$501.48, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0130

Note: 2022 Real Estate taxes are PAID, in the gross amount of : \$1,576.22, under Tax Parcel I.D. No.: 31-47-26-B3-00705.0140

8. Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to the closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company, and all other parties in interest; meeting the minimum standards for all land surveys as set forth in Chapter 472.027, Florida Statutes or in Chapter 21 HH 6, Florida Administrative Code. The Company reserves the right to make such additional requirements and/or to modify the legal description (shown on Schedule A herein), as it may deem necessary.
9. Satisfactory evidence of payment of any municipal liens or assessments for public improvements or assessments, as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein. A municipal lien search will need to be ordered and will take 10 to 15 business days to complete. Suggested vendors are:

Abramowitz Tax & Lien Service, Inc.
816 South Military Trail
Deerfield Beach, FL 33442
Phone: (954) 480-6529

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American Lien & Estoppel Services, LLC
6413 Congress Avenue, Ste 130
Boca Raton, FL 33487
Phone: (561) 922-5305

10. Note: Items 1, 2, 3, 4, 5 and 6 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.
11. Note: The Company reserves the right to make additional requirements as it may deem necessary.

FLORIDA RECORDING FEES:

Recording Fees: \$10.00 for the first page / \$8.50 each additional page
PLUS e-filing fee of \$4.00 per document
PLUS \$1.00 indexing fee for each name over 4

Deed Transfer Tax (called Documentary Stamp Tax): \$.70 per \$100 (rounded up to the nearest \$100)

for all FL counties EXCEPT Miami-Dade where the rate for all property except single family residences is \$10.50/\$1000 (rounded to the nearest \$100)

Mortgage Tax: Comprised of 2 taxes: Documentary Stamp Tax PLUS Intangible Tax
Documentary Stamp Tax: \$.35/\$100 (rounded up to the nearest \$100)
Intangible Tax: \$2.00/\$1000

In the case of taxes on Mortgage Modifications or Assumptions, please contact the assigned FL Underwriter.

FLORIDA RECORDING STANDARDS:

Margins - First Page: Leave 3" x 3" right hand top margin blank; place name and address of preparer and return-to address in left hand 3"; all other margins: 1"
Margins - Add'l Pages: 1"
Paper Size: Either 8.5" x 11" or 8.5" x 14"

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Tax Parcel No.: Must be present on the face of all deeds.

Signatures: Names must be legibly printed, typed or stamped immediately beneath the signatures.

Addresses: The post office address of Grantor and Grantee must be legibly printed, typed or stamped within the document.

Witnesses: Two (2) witnesses are required on all conveyances of an interest in land. The name of each witness must be legibly printed, typed or stamped beneath the signatures.

Preparer/Return-to: The name, title and address of the person who prepared the document must be legibly printed, typed or stamped after the words "This document prepared by:" Also include a return-to address on the first page.

Note: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities," (the "Statute") effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each buyer must provide an affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In order to facilitate compliance with the Statute, the Company has prepared an affidavit affirming that the proposed Insured is not prohibited from acquiring the Land under the Statute, which affidavit will be provided upon request for possible use until such time as the Florida Real Estate Commission has promulgated an affidavit pursuant to the Statute.

Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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Commitment No. NCS-1114170B-STLO

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat 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 will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.
7. This item has been intentionally deleted.
8. Taxes and assessments for the year 2023, and all subsequent years, which are not yet due and payable.
9. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

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Form 50184612 (10-3-22)

Page 15 of 23

Page 335



10. Easement for road right-of-way and canal over and across created by Warranty Deed recorded in [Book 1272, Page 1915](#) of Official Records.
11. Easement for ingress and egress, road right-of-way and canal over and across created by Warranty Deed recorded in [Book 1445, Page 2255](#) of Official Records; and re-recorded in [Book 1464, Page 656](#) of Official Records.
12. Easement for road right-of-way and canal over and across created by Quit-Claim Deed recorded in [Book 1844, Page 4546](#) of Official Records; as affected by Corrective Quit Claim Deed recorded in [Book 1848, Page 1504](#) of Official Records.
13. Easement for road right-of-way and canal over and across created by Deed recorded in [Book 2262, Page 3251](#) of Official Records.
14. Easement for road right-of-way and canal over and across created by Quit Claim Deed recorded in [Book 2743, Page 2213](#) of Official Records.
15. The terms, provisions, and conditions contained in that certain South Florida Water Management District Notice of Environmental Resource or Surface Water Management Permit, recorded in Instrument No. [2012000144229](#).
16. Terms and conditions of the Agreement to Dedicate Property between Olive Elaine Thompson (A/K/A Elaine Thompson), an unmarried woman and Bonita FL Beach Development, LLC, a Missouri limited liability company recorded in Instrument No. [2023000241963](#).

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

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Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

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Form 50184612 (10-3-22)

Page 17 of 23

Page 337



REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

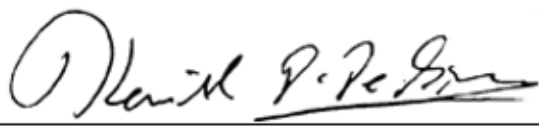
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

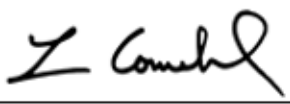
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "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.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land 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 to be insured by the Policy.
- d. "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.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date 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.
- i. "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.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

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- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I—Requirements; and
 - Schedule B, Part II—Exceptions; and
 - a counter-signature by the Company or its issuing agent that may be in electronic form.
- 4.** **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
- 5.** **LIMITATIONS OF LIABILITY**
- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - comply with the Schedule B, Part I—Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. ARBITRATION**
The Policy contains an arbitration clause as follows:
- 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

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- 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 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*
 - 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.

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THIS INSTRUMENT PREPARED BY:

Berger, Cohen & Brandt, L.C.
Attn: James E. Adkins
8000 Maryland Avenue, Suite 1500
St. Louis, MO 63105

UPON RECORDING, RETURN TO:

First American Title Insurance Company
Attn: Josh Cohen
8182 Maryland Avenue, Suite 400
St. Louis, MO 63105

Lee County Strap Nos. 31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040,
31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-
00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-
B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-
26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-
47-26-B3-00705.0120, 31-47-26-B3-00705.0130, and 31-47-26-B3-00705.0140

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed as of the 14th day of July, 2023, by and between 2XJ, LLC, a Florida limited liability company, whose mailing address is 4323 Snowberry Lane, Naples, FL 34119 (“Grantor”), to BONITA FL BEACH DEVELOPMENT, LLC, a Missouri limited liability company, whose mailing address is 222 S. Central Avenue, Suite 305, St. Louis, MO 63105 (“Grantee”):

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the real property situated, lying and being in the County of Lee, State of Florida, to wit:

See Exhibit A attached hereto and made a part hereof

SUBJECT TO matters set forth on Exhibit B attached hereto and made a part hereof (the “Permitted Exceptions”), provided that the reference to such Permitted Exceptions shall not operate to reimpose the same.

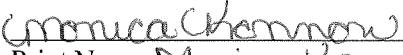
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

Grantor hereby covenants with Grantee that they are lawfully seized of said land in fee simple; that they have a good right to sell and convey the same; and that they fully warrant the title to the land and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument effective as of the day and year first above written.

Signed, sealed and delivered
in our presence:


Print Name: Evelyn Figueroa

Print Name: Monica Kennow

GRANTOR:

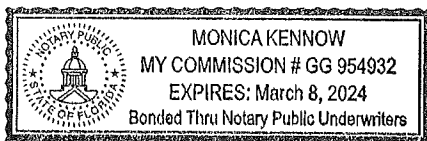
2XJ, LLC, a Florida limited liability company

By: 
Name: John Callis
Title: Authorized Member

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged and witnessed before me this 13th day of July, 2023, by means of [X] physical presence or [] online notarization by John Callis, in the authorized representative capacity indicated above, who is personally known to me or produced _____ as identification.

(Seal)




Notary Public
Printed Name: Monica Kennow
My Commission Expires: _____

EXHIBIT A

Legal Description

TRACTS 1 THROUGH 9:

A PORTION OF SUNCOAST LAKES, UNIT #2, DESCRIBED AS FOLLOWS:
(COMBINED PARCEL)

A PORTION OF LAND LYING IN SUNCOAST LAKES, UNIT #2, WHICH MAP IS RECORDED IN OFFICIAL RECORDS BOOK 1091, PAGE 512 WHICH IS LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26 EAST, LEE COUNTY, FLORIDA. SAID PORTION BEING A COMBINATION OF ALL OF BLOCKS 1 AND 3 TO INCLUDE ROADWAYS AND CUL-DE-SACS, CANALS AND PORTIONS THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND LYING NORTH OF THE SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26E AND SOUTH OF THE CENTERLINE OF THE CANAL DIVIDING BLOCK 3 AND 5 AND LYING EAST OF THE WEST LINE OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 25E AND LYING WEST OF THE CENTERLINE OF THE CANAL DIVIDING BLOCKS 1 AND 2 AND BLOCKS 3 AND 4 ALL OF SAID SUNCOAST LAKES, UNIT NO.2 MAP.

LESS AND EXCEPT THE FOLLOWING:

THE WESTERLY 25.0 FEET AND THE SOUTHERLY 25.0 FEET THEREFROM FOR ROADWAY AND UTILITY PURPOSES.

ALSO LESS AND EXCEPT THEREFROM I-75 RIGHT-OF-WAY IF ANY.

ALSO LESS AND EXCEPT THAT WARRANTY DEED DESCRIBED IN O.R. BOOK 04192 PAGE 0598 BEING DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST LESS THE SOUTHERLY 25.0 FEET FOR ROAD RIGHT-OF-WAY LEE COUNTY, FLORIDA.

FOR INFORMATIONAL PURPOSES ONLY, THE CORRESPONDING PARCEL NUMBERS AND LOT NUMBERS ARE:

31-47-26-B3-00701.0010 (LOTS 1 AND 2, BLOCK 1)
31-47-26-B3-00701.0030 (LOT 3, BLOCK 1)
31-47-26-B3-00701.0040 (LOT 4, BLOCK 1)
31-47-26-B3-00701.0090 (LOTS 9, 10, 11 AND 12, BLOCK 1)
31-47-26-B3-00703.0010 (LOTS 1 AND 2, BLOCK 3)
31-47-26-B3-00703.0030 (LOTS 3 AND 4, BLOCK 3)
31-47-26-B3-00703.0080 (LOTS 9 AND 10, BLOCK 3)
31-47-26-B3-00703.0110 (LOT 11, BLOCK 3)
31-47-26-B3-00703.0120 (LOT 12, BLOCK 3)

TRACT 10 (PARCEL 31-47-26-B3-00705.0010):

LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT 2, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0° 09' 52" EAST 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE SOUTH BOUNDARY OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET; THENCE RUN SOUTH 89° 48' 15" WEST ALONG THE CENTERLINE OF A ROAD IN BLOCK 5 TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

LOT 2, BLOCK 5, SUNCOAST LAKES, UNIT 2 OF AN UNRECORDED SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE S 1/4 CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, RUN N 0° 09' 52" E ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN N 89° 48' 15" E ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING, CONTINUE N 89° 48' 15" E FOR 75.5 FEET; THENCE RUN N 0° 11' 13" E FOR 154 FEET; THENCE RUN S 89° 49' 51" W FOR 75.5 FEET; THENCE S 0° 09' 52" W FOR 154 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TRACT 11 (PARCEL 31-47-26-B3-00705.0030):

LOTS 3 AND 4, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 151 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A

POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 151 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 12 (PARCEL 31-47-26-B3-00705.0050):

LOT 5, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTER LINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTER LINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 13 (PARCEL 31-47-26-B3-00705.0060):

LOT 6, BLOCK 5, UNIT 2, SUNCOAST LAKES, UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89° 48' 51" EAST FOR 75.5 FEET; THENCE RUN NORTH 0° 09' 52" EAST FOR 134 FEET; THENCE RUN SOUTH 89° 48' 51" WEST FOR 75 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO ROAD RIGHT OF WAY OVER AND ACROSS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 14 (PARCEL 31-47-26-B3-00705.0070):

LOT 7, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 478 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE

CENTER OF A CUL DE SAC HAVING A RADIUS OF 50 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 15 (PARCEL 31-47-26-B3-00705.0080):

LOT 8, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 553.50 FEET TO A POINT IN THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°48'15" EAST FOR 86.87 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 134 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 89°48'15" WEST FOR 86.81 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 0°09'52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD AND CUL DE SAC, LEE COUNTY, FLORIDA.

TRACT 16 (PARCEL 31-47-26-B3-00705.0090):

LOT 9, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 17 (PARCEL 31-47-26-B3-00705.0100):

LOT 10, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE

CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 18 (PARCEL 31-47-26-B3-00705.0110):

LOT 11, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" EAST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" WEST FOR 154 FEET TO A POINT OF THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 19 (PARCEL 31-47-26-B3-00705.0120):

LOT 12, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 251.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL CASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 20 (PARCEL 31-47-26-B3-00705.0130):

LOT 13, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154

FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 21 (PARCEL 31-47-26-B3-00705.0140):

LOTS 14, 15 AND 16, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTER LINE OF SAID CANAL FOR 257.81 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 0°09'52" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 154 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 86.87 FEET TO THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET; THENCE CONTINUE SOUTH 89°48'15" WEST FOR 151 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 22: (PART OF PARCEL 31-47-26-B3-00703.0080):

THE EAST 25 FEET OF THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; AND THE EAST 25 FEET ABUTTING THE 25 FEET NORTH OF LOT 9 OF BLOCK 3, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

THE ABOVE TRACT 22 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LOT 9, NORTH 0°09'52" EAST A DISTANCE OF 149 FEET TO A POINT 25 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°48'15" WEST A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 0°09'52" EAST A DISTANCE OF 149 FEET TO A POINT; THENCE NORTH 89°48'15" EAST AT DISTANCE OF 25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 OF BLOCK 3 BEING THE POINT OF BEGINNING.

EXHIBIT B

Permitted Exceptions

1. Any minerals or mineral rights leased, granted or retained by current or prior owners, without right of entry.
2. Taxes and assessments for the year 2023 and all subsequent years, which are not yet due and payable.
3. Rights of Carter-Pritchett Advertising, Inc., as tenant only, by virtue of an unrecorded lease.
4. Notice of Environmental Resource or Surface Water Management Permit recorded June 29, 2012 as Instrument No. 2012000144229.
5. Easement for road right-of-way created by Warranty Deed recorded May 12, 1978 in Official Records 1272, Page 1915; Quit-Claim Deed recorded May 12, 1986 in Official Records Book 1844, Page 4546; Quit Claim Deed recorded May 29, 1986 in Official Records Book 1848, Page 1504; Deed recorded December 5, 1991 in Official records Book 2262, Page 3251; and Quit Claim Deed recorded September 12, 1996 in Official records Book 2743, Page 2213, Public records of Lee County, Florida (Chain of Title for Lots 9 and 10, Block 3).
6. Easements for ingress and egress for the benefit of all of the Lots in Blocks 1, 3, 5 and 7, Unrecorded Suncoast Lakes, Unit 2 created by, among other documents Warranty Deed recorded August 11, 1980 in Official Records Book 1445, Page 2255, and re-recorded October 30, 1980 in Official Records Book 1464, Page 656, Public Records of Lee County, Florida.

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

This instrument has been prepared without opinion
of title by, and after recording please return to:

Brian J. Thanasiu, Esq.
Cheffy Passidomo, P.A.
821 5th Avenue South
Naples, Florida 34102

RECORD IN LEE COUNTY, FLORIDA

MILLER ROAD EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Miller Road Easement Agreement**”) is made this 14th day of July, 2023 (the “**Effective Date**”), by **BONITA FL BEACH DEVELOPMENT, LLC**, a Missouri limited liability company, with an address of 222 S. Central Ave., Suite 305, St. Louis, MO 63105 (“**BFBD**”), and **OLIVE ELAINE THOMPSON (A/K/A ELAINE THOMPSON)**, an unmarried woman, with an address of 27751 Miller Road, Bonita Springs, Florida 34135 (“**THOMPSON**”). BFBD and THOMPSON are hereinafter collectively called the “**Parties**,” or each a “**Party**.”

RECITALS:

WHEREAS, each of Thompson and BFBD owns a portion of that certain real property located in the City of Bonita Springs, Lee County, Florida more particularly described on attached Exhibit “A,” which is incorporated herein by reference (the “**Roadway and Utility Easement Area**”), which property consists of the eastern half of what is commonly identified as Miller Road; and

WHEREAS, the parcels of land subject to this Miller Road Easement Agreement are more particularly described on attached Exhibit “B,” which is incorporated herein by reference (collectively, the “**Parcels**” and each a “**Parcel**”) and the Party which is the present owner of each respective Parcel is identified in Exhibit “B”. Any reference herein to a Party or Parties shall include any heir, successor, transferee or assignee which hereafter acquires fee simple title or any fraction thereof to all or any portion of any Parcel. Reference herein to a Parcel will be by the name of the fee simple owner (i.e. the “**BFBD Parcel**”); and

WHEREAS, BFBD and Thompson are each the owner of a portion of the Roadway and Utility Easement Area; and

WHEREAS, the Parties wish to create a mutual, non-exclusive perpetual easement for ingress and egress to and from Bonita Beach Road and the Parcels, for roadway purposes, and non-exclusive perpetual easements for utility purposes over and across the Roadway and Utility Easement Area.

When Recorded Return To: Cohen
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 114170

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the exchange of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties agree that the Recitals above are true and correct and are incorporated herein by reference.

2. **GRANT OF ROADWAY EASEMENT.** BFBD and Thompson hereby grant to BFBD and Thompson a non-exclusive perpetual easement for vehicular and pedestrian ingress, egress, and access over and across the Roadway and Utility Easement Area (the "**Roadway Easement**"). The Roadway Easement shall be an appurtenant easement to each of the Parcels, for any or all of the following purposes:

a. Vehicular (including, without limitation, commercial and construction vehicles, maintenance vehicles, buses, and other types of passenger vehicles), pedestrian, and bicycle ingress and egress across and over the Roadway Easement, for the purpose of gaining access to and from the Parcels. Such ingress and egress and use of the Roadway Easement may be made for the purposes of, without limitation, any construction, maintenance, or repair activities.

b. The scope of the Roadway Easement shall be construed as broadly as possible in favor of each of the Parties, it being the express intent of the Parties that any future change in the use of any Parcel (as well as any future increase in intensity of use of any Parcel) shall not be construed as overburdening the Roadway Easement.

c. The Parties hereby acknowledge that, in connection with the development of the BFBD Parcel, governmental entities having approval rights over such development may require that a vehicular access drive(s) be installed on the BFBD Parcel between the Roadway and Utility Easement Area and the property(ies) to the east of the BFBD Parcel ("**Access Drive(s)**") whereby such property(ies) to the east of the BFBD Parcel may be accessed via the Roadway and Utility Easement Area and Access Drive(s). It is the express intent of the Parties that, in the event any such Access Drive(s) are installed on the BFBD Parcel, the use of the Roadway and Utility Easement Area to gain access to the property(ies) to the east of the BFBD Parcel via the Access Drive(s) shall be permitted and shall not be construed as overburdening the Roadway Easement.

3. **GRANT OF UTILITY EASEMENTS.**

a. BFBD and Thompson hereby grant to Thompson a non-exclusive perpetual utility easement (the "**Thompson Utility Easement**") lying five (5) feet in width along the eastern side of the Roadway and Utility Easement Area (the "**Thompson Utility Easement Area**"), subject to relocation by BFBD as provided in Section 3.e., below. The Thompson Utility Easement shall be an appurtenant easement to the Thompson Parcel for any or all of the following purposes:

To maintain the existing utilities located in the Thompson Utility Easement Area which serve the Thompson Parcel and to install, tap-in to, connect to, maintain, repair, replace, and/or remove any or all public and/or private storm water drainage, sanitary sewer, electric, gas, cable television, telephone, fiber optic, communication facilities and lines, water sprinkler system lines of whatever type, irrigation lines and/or pipes, potable water pipes, non-potable water pipes;

pumps, meters and/or other utility fixtures and/or utility equipment and any other utility facilities or lines, of whatever kind or nature which may now or hereafter serve or otherwise benefit the Thompson Parcel (collectively, "Thompson Utility Facilities"). The owner of the Thompson Parcel, when intending to install any Thompson Utility Facilities within the Thompson Utility Easement Area, shall give BFBD no less than thirty (30) days' advance written notice thereof.

b. BFBD and Thompson hereby grant to BFBD a non-exclusive perpetual utility easement (the "Utility Line Easement") over, under, through and across the Roadway and Utility Easement Area, to construct, install, tap-in to, connect to, disconnect from, maintain, operate, repair, replace, and/or remove any or all public and/or private utility lines and related equipment and fixtures which may now or hereafter serve or otherwise benefit the BFBD Parcel, as applicable (collectively the "Utility Line Facilities").

c. Collectively, the Thompson Utility Facilities and the Utility Line Facilities shall be referred to as the "Utility Facilities". Collectively, the Thompson Utility Easement and the Utility Line Easement shall be referred to as the "Utility Easements". The Utility Facilities hereafter located within the Roadway and Utility Easement Area shall be constructed so as to not obstruct or interfere with the use of the Roadway and Utility Easement Area for ingress, egress and access, as set forth in Section 2., above.

d. The scope of the Utility Easements shall be construed as broadly as possible in favor of the grantee, it being the express intent of the Parties that any future change in the use of the benefitted Parcel (as well as any future increase in intensity of use of any benefitted Parcel) shall not be construed as overburdening the Utility Easements.

e. Notwithstanding the foregoing, BFBD shall have the right to relocate the Thompson Utility Easement Area and Thompson Utility Facilities to a different location within the BFBD Parcel; provided, however, that such relocation:

- (i) may be performed only after BFBD has given Thompson thirty (30) days' written notice of its intention to relocate the Thompson Utility Easement Area and Thompson Utility Facilities;
- (ii) shall not materially interfere with or diminish the utility services to the Thompson Parcel;
- (iii) shall not reduce or unreasonably impair the usefulness or function of the Thompson Utility Facilities in question; and
- (iv) shall be performed without cost or expense to Thompson.

In the event BFBD relocates the Thompson Utility Easement Area and Thompson Utility Facilities, then, upon completion of such relocation, BFBD may record an instrument in the Lee County, Florida Recorder's office memorializing said relocation and the location of the relocated Thompson Utility Easement Area and BFBD may remove and dispose of any Thompson Utility Facilities remaining in the former Thompson Utility Easement Area.

4. ROAD IMPROVEMENTS AND MAINTENANCE.

a. BFBD shall have the right (but shall not be obligated) to construct and maintain road and related improvements in the Roadway and Utility Easement Area and may enter into an agreement with one or more third parties, pursuant to which BFBD and said third parties will construct and/or maintain, at their joint expense, roadway improvements in the Roadway and Utility Easement Area ("Miller Road Construction and Maintenance Agreement").

b. The duties of maintenance of BFBD pursuant to the Miller Road Construction and Maintenance Agreement (if applicable) shall inure solely to the benefit of the parties to the Miller Road Construction and Maintenance Agreement and no other Party shall be deemed a third party beneficiary of same.

c. Any roadway improvements constructed pursuant to this Section 4., or the Miller Road Construction and Maintenance Agreement (if applicable), shall hereafter be collectively referred to as the "Road Improvements".

d. Each Party constructing or causing to be constructed Road Improvements or Utility Facilities within the Roadway and Utility Easement Area shall indemnify, defend, protect and hold harmless the owners of the Roadway and Utility Easement Area for, from and against all claims and all costs, losses, damages, expenses and liabilities (including reasonable attorneys' fees and costs) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of any construction liens filed against the Parcel of the indemnified Party as shall occur by reason of the performance of any construction by or at the request of the indemnifying Party (the "Construction Indemnities").

e. Any damage occurring to any portion of the Road Improvements as a result of the actions of any Party's Authorized Users (as that term is defined below) shall be the responsibility of such Party and shall be repaired by such Party, at such Party's sole cost and expense, to the same condition as existed immediately prior to such damage, promptly after the occurrence of such damage.

f. Any provision of this Miller Road Easement Agreement notwithstanding, any change of use or intensity of use of any Parcel which, pursuant to requirements imposed by the governmental entities having approval rights over such change of use or intensity of use, requires that additional improvements to the Roadway and Utility Easement Area be made or that the then existing improvements be redesigned and reconstructed, then the Party which owns the Parcel seeking such change shall be required to enter into a construction and maintenance agreement with the other affected Parties and to construct the additional improvements or reconstruct the existing improvements, as applicable, at its sole expense and thereafter share in the maintenance expenses.

5. ROADWAY AND UTILITY EASEMENT AREA TO REMAIN CLEAR OF OBSTRUCTIONS. No barriers, fences, walls, ditches, barricades or other structures or obstacles will be erected on, within or along the portions of the Roadway and Utility Easement Area so as to unreasonably burden or interfere with, impede, slow, divert or in any way prevent vehicular and pedestrian traffic from utilizing the Roadway Easement or the Utility Easements. Notwithstanding the foregoing to the contrary:

a. The temporary closure of portions of the Roadway and Utility Easement Area for a reasonable period of time in connection with the construction of the Road Improvements pursuant to Section 4., above, shall be permitted.

b. The temporary closure for a reasonable period of time of those portions of the Roadway and Utility Easement Area necessary for the installation, repair, maintenance and replacement of the Utility Facilities permitted pursuant to Section 3.a. and b., above, shall be permitted, provided that the Party seeking closure shall use all reasonable means necessary to minimize the effect of the closure or impediment on the use of the Roadway and Utility Easement Area by the Parties.

c. BFBD shall have the right to close portions of the Roadway and Utility Easement Area for a reasonable period of time in order to perform maintenance pursuant to the requirements of the Miller Road Construction and Maintenance Agreement.

d. Any Party seeking to close a portion of the Roadway and Utility Easement Area pursuant to Sections 5.a., b., or c. (except in the event of an emergency) shall provide no less than fifteen (15) days prior written notice of such closure and the timing and scope thereof to the other Parties.

6. **DUTY TO COOPERATE; TEMPORARY CONSTRUCTION LICENSE.** The Parties shall cooperate and work in good faith with each other and shall, upon reasonable written request, join in any permits, governmental consents or other governmental applications requested or required by any governmental agency in conjunction with the design, permitting and/or construction of any improvements permitted hereby. Further, the Parties will grant to any other Party a reasonable temporary construction license as required for the construction of any improvements permitted hereby.

7. **DEDICATION OF ROAD.** It is the intention of the Parties that the Roadway and Utility Easement Area be dedicated to, and accepted by, the City of Bonita Springs (the "City") for a public roadway (the "Road Dedication"). The Parties hereby agree to cooperate in good faith to cause the Road Dedication to occur upon completion of the Road Improvements. Each Party agrees to promptly execute such documentation required by the City to cause the Road Dedication, including, without limitation, any subdivision or dedication plats. At such time that the Road Dedication occurs, this Miller Road Easement Agreement shall automatically terminate as to any portion of the Roadway and Utility Easement Area subject to the Road Dedication, except that the Utility Easements granted hereunder shall not terminate and shall continue, but only to the extent of any private Utility Facilities located within the Utility Easement as of the date of the Road Dedication. Notwithstanding the foregoing, if the City requires as a condition of the Road Dedication that no private Utility Facilities be located within the Roadway and Utility Easement Area, the Parties shall cooperate to cause such private Utility Facilities to be relocated out of the Roadway and Utility Easement Area, which cooperation shall include the granting of reasonable easements for such relocated private Utility Facilities.

8. **NOTICES.** Any notices or demands made hereunder or pursuant hereto shall be in writing and either hand delivered or sent via overnight courier to the recipient's registered agent

in the State of Florida (if the recipient is an entity), or (as to an entity or natural person) to the recipient at the address on file with the Lee County Property Appraiser (to which tax bills and tax notices are sent). In the event the address on file with the Lee County Property Appraiser is a post office box, notices or demands shall be express mailed to the recipient.

9. **AMENDMENT; NO PUBLIC RIGHTS.** This Miller Road Easement Agreement may only be amended by written instrument executed by all Parties and recorded in the Public Records of Lee County, Florida. Any rights, privileges, and easements declared and granted in this Miller Road Easement Agreement shall inure to the general public pursuant to a Road Dedication only, and otherwise do not, are not intended to, and shall not be construed to create any rights, privileges, and/or easements in and for the benefit of the general public.

10. **ENFORCEMENT; VENUE; PREVAILING PARTY.** The terms of this Miller Road Easement Agreement may be enforced by any Party, and shall be construed in accordance with the laws of the State of Florida. Venue for any action to enforce or interpret this Miller Road Easement Agreement shall lie exclusively with the courts in and for Lee County, Florida, or with the United States District Court for the Middle District of Florida, Ft. Myers Division. The prevailing Party in any such action shall be entitled to recover its court costs and reasonable attorneys' fees from the non-prevailing Party(ies), including fees and costs incurred on appeal.

11. **BINDING EFFECT.** The Road Easement and the Utility Easement granted herein shall inure to the benefit of the Parcels and to the Parties and their respective members, managers, partners, officers, affiliates, employees, contractors, subcontractors, suppliers, agents, guests, customers, owners, tenants, invitees, and licensees (the "**Authorized Users**"). The obligations of the Parties hereunder shall constitute covenants running with the land and shall bind the Parties and all persons claiming under them, during their respective periods of ownership only.

12. **RECORDING.** Upon the execution of this Miller Road Easement Agreement, it shall be recorded in the Public Records of Lee County, Florida.

13. **UNREPRESENTED PARTIES.** Each Party acknowledges that it has (i) been advised to seek the advice of legal counsel in connection with the negotiation and preparation of this Miller Road Easement Agreement, and (ii) had a reasonable opportunity to obtain the advice of legal counsel. If any such Party has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish such Party with any defense to the enforcement of any other Party's rights hereunder. Each Party represents and warrants to each other Party that it (a) has had adequate opportunity to review this Miller Road Easement Agreement, (b) is fully aware of its obligations under this Miller Road Easement Agreement, (c) is executing and delivering this Miller Road Easement Agreement based solely upon its own independent investigation of the matters contemplated by this Miller Road Easement Agreement and in no part upon any representation, warranty or statement of any other Party or person with respect thereto except to the extent explicitly set forth in this Miller Road Easement Agreement.

[Signature Pages Follow]

WITNESSES:

[Signature]

Witness Name: Mark Rubin

[Signature]

Witness Name: Tulio Panagos

BFBD:

**BONITA FL BEACH DEVELOPMENT,
LLC, a Missouri limited liability company**

By: KDG Manager, LLC,
a Missouri limited liability company

By: [Signature]
Jason Braidwood, Manager

STATE OF Missouri)

COUNTY OF St. Louis)

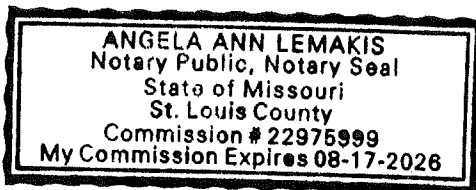
The foregoing instrument was acknowledged and witnessed before me this 5th day of July, 2023, by means of [X] physical presence or [] online notarization by Jason Braidwood, in the authorized representative capacity indicated above, who is personally known to me or produced _____ as identification.

I am a commissioned notary public of the State of Missouri and my commission expires 8/17/2026.

[Signature]
NOTARY PUBLIC

Name: Angela Ann Lemakis
(Type or Print)

My Commission Expires: 8/17/2026



WITNESSES:

[Signature]
 Witness Name: William Dial

[Signature]
 Witness Name: John D Spear

THOMPSON:

[Signature]
OLIVE ELAINE THOMPSON
 (A/K/A ELAINE THOMPSON)

STATE OF FL)

COUNTY OF Lee)

The foregoing instrument was acknowledged and witnessed before me this 9th day of June, 2023, by means of [X] physical presence or [] online notarization by Olive Elaine Thompson a/k/a Elaine Thompson, who is personally known to me or produced drivers license as identification.

I am a commissioned notary public of the State of Florida and my commission expires May 24, 2027.



[Signature]
 NOTARY PUBLIC

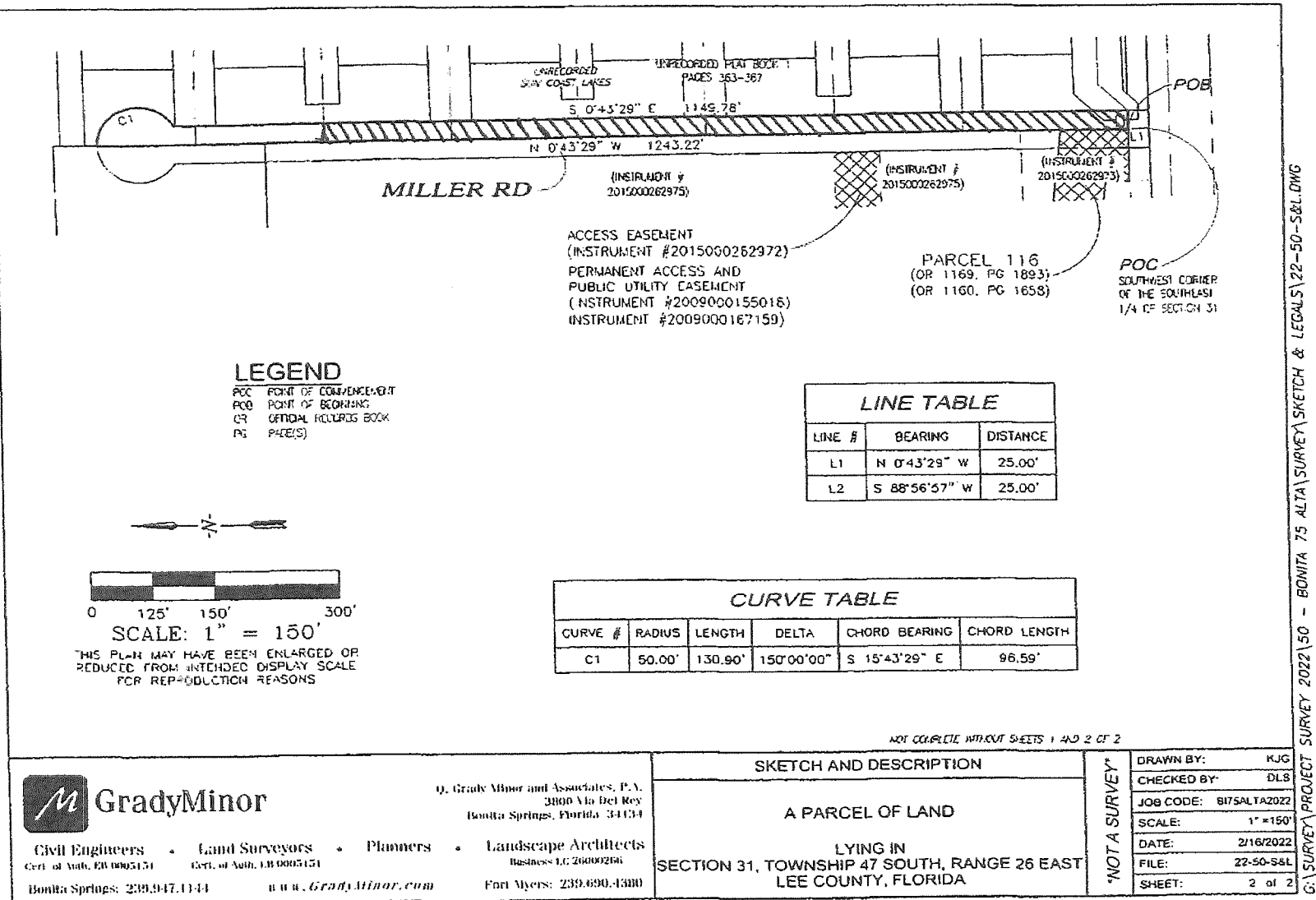
Name: John D. Spear
 (Type or Print)
 My Commission Expires:

EXHIBIT "A"
ROADWAY AND UTILITY EASEMENT AREA

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, NORTH 00°45'49" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°45'49" WEST, A DISTANCE OF 969.00 FEET; THENCE NORTH 88°52'34" EAST 25.00 FEET; THENCE SOUTH 00°45'49" EAST, A DISTANCE OF 969.00 FEET; THENCE SOUTH 88°52'39" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



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EXHIBIT "B"
THE BENEFITTED PROPERTIES

BFBD PARCEL: Lee County Strap Nos. 31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0130, and 31-47-26-B3-00705.0140, more particularly described as:

Lots 1 and 2, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 129 feet of the South 378 feet of the East 151 feet of the West 176 feet of the southeast quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, Lee County, Florida; subject to a 20 feet canal easement on the North 20 feet of the East 126 feet of the above described parcel.

Together with an easement for ingress and egress over and across the North-South roadway abutting the West side of Block 1, 3, 5 and 7, as shown on the plat of SUN-COAST LAKES, UNIT 2, as recorded in O.R. Book 1091, Page 512, Public Records of Lee County, Florida.

Lot 3, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 154 feet of the South 378 feet of the East 75.5 feet of the West 251.5 feet of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 25 feet thereof for canal easement.

Lot 4, Block 1, SUN COAST LAKES, UNIT II, more fully described as the East 75 feet of the North 154 feet of the South 378 feet of the East 151 feet of the West 327 feet of the Southeast Quarter of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 20 feet reserved for canal easement.

Lot 9, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 100.5 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lot 10, Block 1, of SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 176 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lots 11 and 12, Block 1, Suncoast Lakes, Unit II, more fully described as: Commencing at the Southwest corner of the Southeast Quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, run North 0°09'52" East along the quarter section line for 1148.0 feet to a point in the centerline of a road in Block 7; thence North 89°48'15" east along said centerline for 176 feet to the point of beginning. From said point of beginning continue North 89°48'15" East for 151 feet; thence South 0°09'52" West a distance of 154 feet; thence South 89°48'15" West a distance of 151 feet; thence North 0°09'52" East a distance of 154 feet to the point of beginning.

Together with an easement for ingress and egress over and across the roadway shown in said Block 7 and the North-South roadway abutting the west side of Blocks 1, 3, 5 and 7, as shown on the plat of Suncoast Lakes, Unit II, as recorded in O.R. Book 1091, Page 521, Public Records of Lee County, Florida.

Lots 1 and 2, Block 3, of SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run

North 0° 09' 52" East along the quarter section line for 532.0 feet to a point in the centerline of a road in Block 3, to the point of beginning of the tract herein described. From said point of beginning continue North 89° 48' 15" East for 176.0 feet; thence run North 0° 09' 52" East for 154.0 feet; thence South 89° 49' 51" West for 176.0 feet; thence South 0° 9' 52" West for 154.0 feet to the point of beginning. Less 25 feet on the West and South reserved for roadway and 20 feet along the East 126 feet of the North side reserved for a canal easement.

Lots 3 and 4, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0°09' 52" East along the quarter section line for 532.00 feet to a point in the centerline of a road in Block 3; thence North 89°48' 15" East for 176 feet to the point of beginning of the tract herein described. From said point of beginning, continue North 89 degrees 48' 15" East for 151 feet; thence run North 0°09' 52" East for 154 feet; thence run North 89°48' 15" West for 151 feet; thence run South 0°09' 52" West for 154 feet to the point of beginning. Less the South 25 feet reserved for roadway and the North 20 feet reserved for canal easement.

Lots 9 and 10, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast ¼ of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East 532 feet to the Point of Beginning of the lands herein described. From said point of beginning run North 89°48'15" East 176 feet; thence South 0°09'52" West 149 feet; thence South 89°48'15" West 176 feet; thence North 0°09'52" East 149 feet to the point of beginning. Subject to an easement for road right of way over and across the North and West 25 feet. Also subject to an easement for canal over and across the East 126 feet of the South 20 feet thereof.

Lot 11, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at South 1/4 corner of Section 31, Township 47 South, Range 26 East, Lee County, run North 0° 09' 52" East along quarter section line for 532.0 feet; thence North 89° 48' 15" East along center line of a road in Block 3, 176.0 feet to Point of Beginning of tract herein described. From said Point of Beginning continue North 89° 48' 15" East for 75.5 feet; thence South 0° 09' 52" West for 154.0 feet; thence South 89° 48' 15" West for 75.5 feet; thence North 0° 09' 52" East for 154.0 feet to Point of Beginning. Less 25 feet on North reserved for road and utility and 20 feet on South reserved for canal easements.

Lot 12, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532 feet to a point in the centerline of a road in Block 3; thence run North 89° 48' 15" East along said center line for 251.5 feet; to the Point of Beginning of the herein described parcel; thence run South 0° 09' 52" West for 25 feet to the South boundary of said road in Block 3. Thence continue South 0° 09' 52" West for 129 feet to the center of a canal; thence run North 89° 48' 15" East along the center line of said canal for 75.5 feet; thence run North 0° 09' 52" East for 129 feet to the South Boundary of said road in Block 3; thence-continue North 0° 09' 52" East for 25 feet to the Center line of said road; thence run South 89° 49' 15" West along said center line to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress over and across the roadway shown in said Block 1 and the North-South roadway abutting the West side of Block 1, 3, 5, and 7, as shown on the Plat of SUN COAST LAKES, Unit 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida. SUBJECT TO an easement for road right of way over and across the North 25 feet of subject land and a canal easement over and across the South 20 feet of subject land.

Lot 1, Block 5, Suncoast Lakes, Unit 2, an unrecorded Subdivision more particularly described as follows:

Commencing at the SW corner of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run 89° 48' 15" East along said centerline for 25 feet to the Point of Beginning of the herein described parcel; Thence run North 0° 09' 52" East 154 feet; Thence run North 89° 48' 15" East along the South Boundary of said Canal for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet; Thence run South 89° 48' 15" West along the centerline of a road in Block 5 to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, public records of Lee County, Florida.

Lot 2, Block 5, SUNCOAST LAKES, UNIT 2 of an unrecorded Subdivision of the SE 1/4 of the SW 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, more particularly described as follows:

Starting at the S 1/4 corner of Section 31, Township 47 South, Range 26 East, run N 0° 09' 52" E along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run N 89° 48' 15" E along said centerline for 100.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning, continue N 89° 48' 15" E for 75.5 feet; Thence run N 0° 11' 13" E. for 154 feet; Thence run S 89° 49' 51" W for 75.5 feet; Thence S 0° 09' 52" W for 154 feet to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida.

Lots 3 and 4, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 176 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the centerline of a 40 foot wide canal easement for 151 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the centerline of the above described road in Block 5; Thence run South 89° 48' 15" West for 151 feet to the Point of Beginning. Subject to and together with the above described road easement also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 5, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 327 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the center line of a 40 foot wide canal easement for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the center line of the above described road in Block 5; Thence run South 89° 48' 15" West for 75.5 feet to the Point of Beginning. Also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 6, Block 5, Unit 2, SUNCOAST LAKES, unrecorded subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a road in Block 5; Thence run North 89° 48' 15" East along said centerline for

402.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning continue North 89° 48' 51" East for 75.5 feet; Thence run North 0° 09' 52" East for 134 feet; Thence run South 89° 48' 51" West for 75 feet; Thence run South 0° 09' 52" West for 134 feet to the Point of Beginning. Subject to road right of way over and across the South 25 feet of the above described parcel.

Lot 7, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence inn North 89°48'15" East along said centerline for 478 feet to the point of beginning of the herein described parcel; thence run North 0°09'52" East for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the centerline of said canal for 75.5 feet; thence run South 0°09'52" West for 154 feet to the center of a cut de sac having a radius of 50 feet; thence run South 89°48'15" West for 75.5 feet to the point of beginning. Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

Lot 8, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 553.50 feet to a point in the center of a cut de sac with a radius of 50 feet and the point of beginning of the herein described parcel, from said point of beginning continue North 89°48'15" East for 86.87 feet; thence run North 0°09'52" East for 134 feet along the edge of a canal; thence run South 89°48'15" West for 86.81 feet along the edge of a canal; thence run South 0°09'52" West for 134 feet to the point of beginning. Subject to and together with an easement for ingress and egress over and across the above described road and cul de sac, Lee County, Florida.

Lot 9, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:
Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 25 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 10, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 100.5 feet to the point of beginning of the herein described parcel Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5, thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 11, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 176 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" East for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" West for 154 feet to a point of the centerline of the above described road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 12, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 251.5 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 13, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 327 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline to the point of beginning. Subject to and together with the above described road easement. Also subject to a canal easement over and across the South 20 feet of the above described parcel.

Lots 14, 15 and 16, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 402.5 feet to the point of beginning of the herein described parcel from said point of beginning run South 0°09'52" West for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the center line of said canal for 257.81 feet to the center of a 20 foot wide canal; thence run North 0°09'52" East along the centerline of said canal for 154 feet; thence run south 89°48'15" West for 86.87 feet to the center of a cut de sac with a radius of 50 feet; thence continue south 89°48'15" West for 151 feet to the point of beginning.

Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

THOMPSON PARCEL: Lee County Strap Nos. 31-47-26-B3-00707.0010, more particularly described as:

Lots 1 and 2, Block 7, Unit 2, SUNCOAST LAKES unrecorded Subdivision, described as follows:

Commencing at the NW corner of the SW 1/4 of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, thence run S 0° 09' 52" W along the center line of said Section 31, a distance of 30 feet to the point of beginning of the herein described parcel from said P.O.B. run N 89° 49' 51" E for 176 feet thence run S 0° 09' 52" W for 135.15 feet to a point in the center line of a road in Block 7, thence run S 89° 48' 15" W along said centerline for 176 feet to a point on the center Line of said Section 31 thence run N 0° 09' 52" East along said centerline to the P.O.B.

SUBJECT TO a road right of way over and across the South 25 feet of the above described parcel and together with an easement for ingress and egress over and across: roadways shown in Official Record Book 1091, Page 512, in the Public Records of Lee County, Florida.

This instrument has been prepared without opinion
of title by, and after recording please return to:

James E. Adkins, Esq.
Berger, Cohen & Brandt, L.C.
8000 Maryland Ave., Suite 1500
St. Louis, Missouri 63102

RECORD IN LEE COUNTY, FLORIDA

AGREEMENT TO DEDICATE PROPERTY

THIS AGREEMENT TO DEDICATE (this “**Agreement**”) is made as of the 14th day of July, 2023 (the “**Effective Date**”), by and between **OLIVE ELAINE THOMPSON (A/K/A ELAINE THOMPSON)**, an unmarried woman, with an address of 27751 Miller Road, Bonita Springs, Florida 34135 (“**THOMPSON**”), and **BONITA FL BEACH DEVELOPMENT, LLC**, a Missouri limited liability company, with an address of 222 S. Central Ave., Suite 305, St. Louis, MO 63105 (“**BFBD**”). THOMPSON and BFBD are hereinafter collectively called the “**Parties**,” or each a “**Party**.”

RECITALS:

A. BFBD is the owner of the real estate located in Lee County, Florida and more particularly described on Exhibit A attached hereto and made a part hereof (“**BFBD Property**”), which BFBD intends to develop.

B. The BFBD Property abuts a private road running North/South from Bonita Beach Road, which private road is commonly identified as Miller Road.

C. Thompson owns the eastern half of a portion of Miller Road, which portion owned by Thompson is more particularly described on Exhibit B attached hereto and made a part hereof (“**Thompson Property**”).

D. In connection with the development of the BFBD Property and property to the west of the BFBD Property owned by Madison Bonita Springs Owner, LLC, it is expected that Lee County, Florida (the “**County**”) will require a land dedication for a right-turn deceleration lane for traffic traveling west bound on Bonita Beach Road to turn onto Miller Road.

E. Thompson agrees to dedicate a portion of Miller Road for a public roadway as provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the exchange of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties agree that the Recitals above are true and correct and are incorporated herein by reference.
2. **DEDICATION.** Upon the request of BFBD, Thompson hereby agrees to dedicate to the County of Lee, Florida (the "**County**") the southern twenty feet (20') of the Thompson Property, or such lesser portion of the Thompson Property required by the County, for a right-turn deceleration lane for traffic traveling west bound on Bonita Beach Road to turn onto Miller Road (the "**Dedication**"). Thompson agrees to promptly execute and deliver to BFBD such documentation required by the County to cause the Dedication, including, without limitation, any deeds and/or dedication plats. Such Dedication by Thompson shall occur concurrently with the dedication by BFBD of a portion of the BFBD Property for such deceleration lane.
3. **NOTICES.** Any notices or demands made hereunder or pursuant hereto shall be in writing and either hand delivered or sent via overnight courier to the recipient's registered agent in the State of Florida (if the recipient is an entity), or (as to an entity or natural person) to the recipient at the address on file with the Lee County Property Appraiser (to which tax bills and tax notices are sent). In the event the address on file with the Lee County Property Appraiser is a post office box, notices or demands shall be express mailed to the recipient.
4. **ENFORCEMENT; VENUE; PREVAILING PARTY.** The terms of this Agreement may be enforced by any Party, and shall be construed in accordance with the laws of the State of Florida. Venue for any action to enforce or interpret this Agreement shall lie exclusively with the courts in and for the County, or with the United States District Court for the Middle District of Florida, Ft. Myers Division. The prevailing Party in any such action shall be entitled to recover its court costs and reasonable attorneys' fees from the non-prevailing Party(ies), including fees and costs incurred on appeal.
5. **BINDING EFFECT.** This Agreement shall inure to the benefit of the BFBD Property and the Thompson Property and to the Parties. The obligations of the Parties hereunder shall constitute covenants running with the land and shall bind the Parties and all persons claiming under them, during their respective periods of ownership only.
6. **RECORDING.** Upon the execution of this Agreement, it shall be recorded in the Public Records of the County.
7. **UNREPRESENTED PARTIES.** Each Party acknowledges that it has (i) been advised to seek the advice of legal counsel in connection with the negotiation and preparation of this Agreement, and (ii) had a reasonable opportunity to obtain the advice of legal counsel. If any such Party has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish such Party with any defense to the enforcement of any other Party's rights hereunder. Each Party represents and warrants to each other Party that it (a) has had adequate opportunity to review this Agreement, (b) is fully aware of its obligations under this Agreement, (c) is executing and delivering this Agreement based solely upon its own independent investigation of the matters contemplated by this

Agreement and in no part upon any representation, warranty or statement of any other Party or person with respect thereto except to the extent explicitly set forth in this Agreement.

[Signature Pages Follow]

When Recorded Return To: Cohen
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 009170

WITNESSES:

[Signature]

Witness Name: Paul Benson

[Signature]

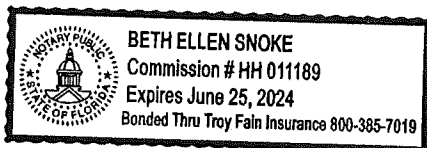
Witness Name: Cameron Rame

STATE OF Florida)

COUNTY OF Collier)

The foregoing instrument was acknowledged and witnessed before me this 29th day of June, 2023, by means of [X] physical presence or [] online notarization by Olive Elaine Thompson a/k/a Elaine Thompson, who is personally known to me or produced FL DRIVER'S LIC 1512-645-42768 as identification.

I am a commissioned notary public of the State of Florida and my commission expires 6/25/24.



THOMPSON:

[Signature]
OLIVE ELAINE THOMPSON
(A/K/A ELAINE THOMPSON)

[Signature]
 NOTARY PUBLIC

Name: Beth Ellen SROKE
 (Type or Print)
 My Commission Expires:

WITNESSES:

[Signature]

Witness Name: Mark Robin

Austri Waller

Witness Name: Austin Waller

BFBD:

**BONITA FL BEACH DEVELOPMENT,
LLC, a Missouri limited liability company**

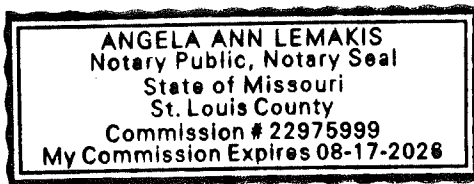
By: [Signature]
Jason Braidwood, Manager

STATE OF Missouri)

COUNTY OF St. Louis)

The foregoing instrument was acknowledged and witnessed before me this 7th day of July, 2023, by means of [X] physical presence or [] online notarization by Jason P. Braidwood, in the authorized representative capacity indicated above, who is personally known to me or produced _____ as identification.

I am a commissioned notary public of the State of Missouri and my commission expires 8/17/2026.



[Signature]
NOTARY PUBLIC

Name: Angela Ann Lemakis
(Type or Print)

My Commission Expires: 8/17/2026

EXHIBIT "A"
BFBD PROPERTY

Lee County Strap Nos. 31-47-26-B3-00701.0010, 31-47-26-B3-00701.0030, 31-47-26-B3-00701.0040, 31-47-26-B3-00701.0090, 31-47-26-B3-00703.0010, 31-47-26-B3-00703.0030, 31-47-26-B3-00703.0080, 31-47-26-B3-00703.0110, 31-47-26-B3-00703.0120, 31-47-26-B3-00705.0010, 31-47-26-B3-00705.0030, 31-47-26-B3-00705.0050, 31-47-26-B3-00705.0060, 31-47-26-B3-00705.0070, 31-47-26-B3-00705.0080, 31-47-26-B3-00705.0090, 31-47-26-B3-00705.0100, 31-47-26-B3-00705.0110, 31-47-26-B3-00705.0120, 31-47-26-B3-00705.0130, and 31-47-26-B3-00705.0140, more particularly described as:

Lots 1 and 2, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 129 feet of the South 378 feet of the East 151 feet of the West 176 feet of the southeast quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, Lee County, Florida; subject to a 20 feet canal easement on the North 20 feet of the East 126 feet of the above described parcel.

Together with an easement for ingress and egress over and across the North-South roadway abutting the West side of Block 1, 3, 5 and 7, as shown on the plat of SUN-COAST LAKES, UNIT 2, as recorded in O.R. Book 1091, Page 512, Public Records of Lee County, Florida.

Lot 3, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 154 feet of the South 378 feet of the East 75.5 feet of the West 251.5 feet of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 25 feet thereof for canal easement.

Lot 4, Block 1, SUN COAST LAKES, UNIT II, more fully described as the East 75 feet of the North 154 feet of the South 378 feet of the East 151 feet of the West 327 feet of the Southeast Quarter of Section 31, Township 47 South, Range 26 East. LESS the South 25 feet thereof reserved for roadway and the North 20 feet reserved for canal easement.

Lot 9, Block 1, SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 100.5 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lot 10, Block 1, of SUN COAST LAKES, UNIT II, more fully described as the North 109 feet of the South 199 feet of the East 75.5 feet of the West 176 feet of the SE1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida.

Lots 11 and 12, Block 1, Suncoast Lakes, Unit II, more fully described as: Commencing at the Southwest corner of the Southeast Quarter (SE 1/4) of Section 31, Township 47 South, Range 26 East, run North 0°09'52" East along the quarter section line for 1148.0 feet to a point in the centerline of a road in Block 7; thence North 89°48'15" east along said centerline for 176 feet to the point of beginning. From said point of beginning continue North 89°48'15" East for 151 feet; thence South 0°09'52" West a distance of 154 feet; thence South 89°48'15" West a distance of 151 feet; thence North 0°09'52" East a distance of 154 feet to the point of beginning.

Together with an easement for ingress and egress over and across the roadway shown in said Block 7 and the North-South roadway abutting the west side of Blocks 1, 3, 5 and 7, as shown on the plat of Suncoast Lakes, Unit II, as recorded in O.R. Book 1091, Page 521, Public Records of Lee County, Florida.

Lots 1 and 2, Block 3, of SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532.0 feet to a point in the centerline of a road in Block 3, to the point of beginning of the tract herein described. From said point of beginning continue North 89° 48' 15" East for 176.0 feet; thence run North 0° 09' 52" East for 154.0 feet; thence South 89° 49' 51" West for 176.0 feet; thence South 0° 9' 52" West for 154.0 feet to the point of beginning. Less 25 feet on the West and South reserved for roadway and 20 feet along the East 126 feet of the North side reserved for a canal easement.

Lots 3 and 4, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at the South quarter corner of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0°09' 52" East along the quarter section line for 532.00 feet to a point in the centerline of a road in Block 3; thence North 89°48' 15" East for 176 feet to the point of beginning of the tract herein described. From said point of beginning, continue North 89 degrees 48' 15" East for 151 feet; thence run North 0°09' 52" East for 154 feet; thence run North 89°48' 15" West for 151 feet; thence run South 0°09' 52" West for 154 feet to the point of beginning. Less the South 25 feet reserved for roadway and the North 20 feet reserved for canal easement.

Lots 9 and 10, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast ¼ of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East 532 feet to the Point of Beginning of the lands herein described. From said point of beginning run North 89°48'15" East 176 feet; thence South 0°09'52" West 149 feet; thence South 89°48'15" West 176 feet; thence North 0°09'52" East 149 feet to the point of beginning. Subject to an easement for road right of way over and across the North and West 25 feet. Also subject to an easement for canal over and across the East 126 feet of the South 20 feet thereof.

Lot 11, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Beginning at South 1/4 corner of Section 31, Township 47 South, Range 26 East, Lee County, run North 0° 09' 52" East along quarter section line for 532.0 feet; thence North 89° 48' 15" East along center line of a road in Block 3, 176.0 feet to Point of Beginning of tract herein described. From said Point of Beginning continue North 89° 48' 15" East for 75.5 feet; thence South 0' 09 52" West for 154.0 feet; thence South 89° 48' 15" West for 75.5 feet; thence North 0° 09' 52" East for 154.0 feet to Point of Beginning. Less 25 feet on North reserved for road and utility and 20 feet on South reserved for canal easements.

Lot 12, Block 3, SUN COAST LAKES, UNIT II, more fully described as follows: Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the quarter section line for 532 feet to a point in the centerline of a road in Block 3; thence run North 89° 48' 15" East along said center line for 251.5 feet; to the Point of Beginning of the herein described parcel; thence run South 0° 09' 52" West for 25 feet to the South boundary of said road in Block 3. Thence continue South 0° 09' 52" West for 129 feet to the center of a canal; thence run North 89° 48' 15" East along the center line of said canal for 75.5 feet; thence run North 0° 09' 52" East for 129 feet to the South Boundary of said road in Block 3; thence-continue North 0° 09' 52" East for 25 feet to the Center line of said road; thence run South 89° 49' 15" West along said center line to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress over and across the roadway shown in said Block 1 and the North-South roadway abutting the West side of Block 1, 3, 5, and 7, as shown on the Plat of SUN COAST LAKES, Unit 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida. SUBJECT TO an easement for road right of way over and across the North 25 feet of subject land and a canal easement over and across the South 20 feet of subject land.

Lot 1, Block 5, Suncoast Lakes, Unit 2, an unrecorded Subdivision more particularly described as follows:

Commencing at the SW corner of the SE 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, run North 0° 09' 52" East along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run 89° 48' 15" East along said centerline for 25 feet to the Point of Beginning of the herein described parcel; Thence run North 0° 09' 52" East 154 feet; Thence run North 89° 48' 15" East along the South Boundary of said Canal for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet; Thence run South 89° 48' 15" West along the centerline of a road in Block 5 to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, public records of Lee County, Florida.

Lot 2, Block 5, SUNCOAST LAKES, UNIT 2 of an unrecorded Subdivision of the SE 1/4 of the SW 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida, more particularly described as follows:

Starting at the S 1/4 corner of Section 31, Township 47 South, Range 26 East, run N 0° 09' 52" E along the Quarter Section line for 840.0 feet to a point in the centerline of a road in Block 5; Thence run N 89° 48' 15" E along said centerline for 100.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning, continue N 89° 48' 15" E for 75.5 feet; Thence run N 0° 11' 13" E. for 154 feet; Thence run S 89° 49' 51" W for 75.5 feet; Thence S 0° 09' 52" W for 154 feet to the Point of Beginning. Subject to and together with an easement for ingress and egress over and across the above described road in Block 5 and the North-South Roadway abutting the West Side of Blocks 1, 3, 5 and 7, as shown on the plat of SUNCOAST LAKES, UNIT 2, as recorded in Official Record Book 1091, Page 512, Public Records of Lee County, Florida.

Lots 3 and 4, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 176 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the centerline of a 40 foot wide canal easement for 151 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the centerline of the above described road in Block 5; Thence run South 89° 48' 15" West for 151 feet to the Point of Beginning. Subject to and together with the above described road easement also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 5, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded Subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; Thence run North 89° 48' 15" East along said centerline for 327 feet to the Point of Beginning of the land herein described. From said Point of Beginning run North 0° 09' 52" East for 154 feet; Thence run North 89° 48' 15" East along the center line of a 40 foot wide canal easement for 75.5 feet; Thence run South 0° 09' 52" West for 154 feet to a point on the center line of the above described road in Block 5; Thence run South 89° 48' 15" West for 75.5 feet to the Point of Beginning. Also subject to a canal easement over and across the North 20 feet of the above described parcel.

Lot 6, Block 5, Unit 2, SUNCOAST LAKES, unrecorded subdivision described as follows:

Commencing at the Southwest Corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County Florida; Thence run North 0° 09' 52" East along the Quarter Section Line for 840 feet to a point in the centerline of a road in Block 5; Thence run North 89° 48' 15" East along said centerline for 402.5 feet to the Point of Beginning of the herein described parcel. From said Point of Beginning continue North 89° 48' 51" East for 75.5 feet; Thence run North 0° 09' 52" East for 134 feet; Thence run South 89° 48' 51" West for 75 feet; Thence run South 0° 09' 52" West for 134 feet to the Point of Beginning. Subject to road right of way over and across the South 25 feet of the above described parcel.

Lot 7, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence inn North 89°48'15" East along said centerline for 478 feet to the point of beginning of the herein described parcel; thence run North 0°09'52" East for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the centerline of said canal for 75.5 feet; thence run South 0°09'52" West for 154 feet to the center of a cut de sac having a radius of 50 feet; thence run South 89°48'15" West for 75.5 feet to the point of beginning. Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31, Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

Lot 8, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 553.50 feet to a point in the center of a cut de sac with a radius of 50 feet and the point of beginning of the herein described parcel, from said point of beginning continue North 89°48'15" East for 86.87 feet; thence run North 0°09'52" East for 134 feet along the edge of a canal; thence run South 89°48'15" West for 86.81 feet along the edge of a canal; thence run South 0°09'52" West for 134 feet to the point of beginning. Subject to and together with an easement for ingress and egress over and across the above described road and cul de sac, Lee County, Florida.

Lot 9, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 25 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of said 50 foot wide road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 10, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 100.5 feet to the point of beginning of the herein described parcel Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East for 75.5 feet; thence run North 0°09'52" East

for 154 feet to a point on the centerline of said 50 foot wide road in Block 5, thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 11, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 176 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" East for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" West for 154 feet to a point of the centerline of the above described road in Block 5; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 12, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 251.5 feet to the point of beginning of the herein described parcel. Thence run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence run North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline for 75.5 feet to the point of beginning.

Lot 13, Block 5, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 327 feet to the point of beginning of the herein described parcel. From said point of beginning run South 0°09'52" West for 154 feet; thence run North 89°48'15" East along the centerline of a 40 foot wide canal easement for 75.5 feet; thence inn North 0°09'52" East for 154 feet to a point on the centerline of the above described road easement; thence run South 89°48'15" West along said centerline to the point of beginning. Subject to and together with the above described road easement. Also subject to a canal easement over and across the South 20 feet of the above described parcel.

Lots 14, 15 and 16, Unit 2, SUNCOAST LAKES, an unrecorded subdivision, described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of Section 31, Township 47 South, Range 26 East, Lee County, Florida; thence run North 0°09'52" East along the quarter section line for 840 feet to a point in the centerline of a 50 foot wide road in Block 5; thence run North 89°48'15" East along said centerline for 402.5 feet to the point of beginning of the herein described parcel from said point of beginning run South 0°09'52" West for 154 feet to the center of a 20 foot wide canal; thence run North 89°48'15" East along the center line of said canal for 257.81 feet to the center of a 20 foot wide canal; thence run North 0°09'52" East along the centerline of said canal for 154 feet; thence run south 89°48'15" West for 86.87 feet to the center of a cut de sac with a radius of 50 feet; thence continue south 89°48'15" West for 151 feet to the point of beginning.

Subject to road, cut de sac and canal easements as described above and together with the 50 foot wide road and utility easement in Block 5 as described above and a 50 foot wide road and utility easement the center line of which is described as follows from the Southwest corner of the Southeast 1/4 of Section 31,

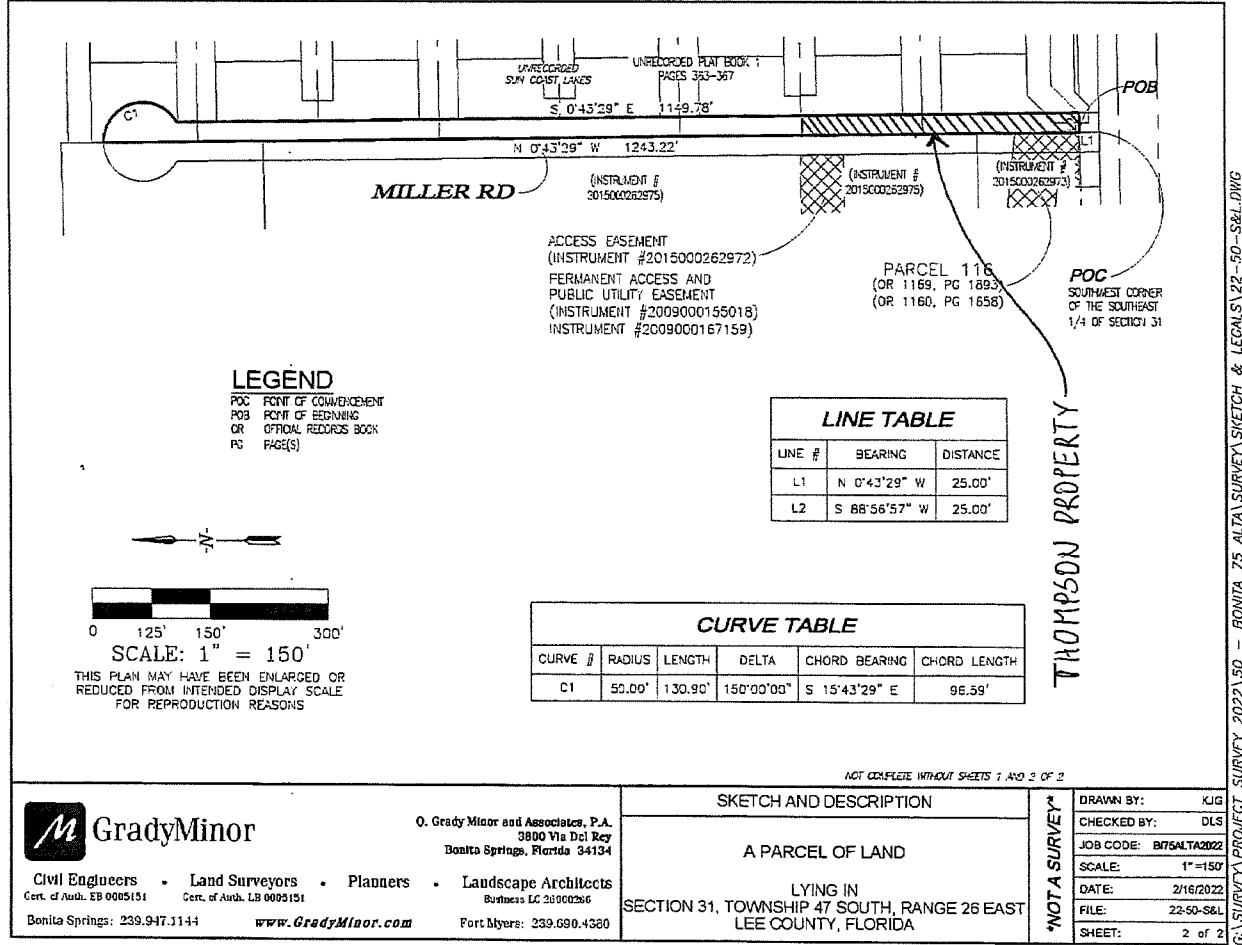
Township 45 South, Range 26 East, run North 0°09'52" East for 865 feet along the quarter section line for ingress and egress.

EXHIBIT "B"

THOMPSON PROPERTY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, NORTH 00°45'49" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°45'49" WEST, A DISTANCE OF 353.00 FEET; THENCE NORTH 88°52'34" EAST 25.00 FEET; THENCE SOUTH 00°45'49" EAST, A DISTANCE OF 353.00 FEET; THENCE SOUTH 88°52'39" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.



4878-5103-8013, v. 1

RECORDATION REQUESTED BY:

Bank of Washington
P.O. Box 377
Washington, MO 63090

WHEN RECORDED MAIL TO:

Bank of Washington
P.O. Box 377
Washington, MO 63090

SEND TAX NOTICES TO:

Bank of Washington
P.O. Box 377
Washington, MO 63090

This Mortgage prepared by:

Name: Connor Watson
Company: Bank of Washington
Address: P.O. Box 377, Washington, MO 63090

When Recorded Return To: Cohen
First American Title Insurance Company
National Commercial Services
101 S. Hanley Rd., Suite 575
St. Louis, Missouri 63105
File No. NCS- 1174170

MORTGAGE

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$3,720,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated July 14, 2023, is made and executed between Bonita FL Beach Development, LLC, a Missouri limited liability company, whose address is 222 S Central Ave. Ste. 305, Saint Louis, MO 63105 (referred to below as "Grantor") and Bank of Washington, whose address is P.O. Box 377, Washington, MO 63090 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Lee County, State of Florida:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as NEC of Bonita Beach Road Southeast and Miller Road, Bonita Springs, FL 34135. The Real Property tax identification number is 31-47-26-B3-00701.0010;
31-47-26-B3-00701.0030; 31-47-26-B3-00701.0040; 31-47-26-B3-00701.0090;
31-47-26-B3-00703.0010; 31-47-26-B3-00703.0030; 31-47-26-B3-00703.0080;
31-47-26-B3-00703.0110; 31-47-26-B3-00703.0120; 31-47-26-B3-00705.0010;
31-47-26-B3-00705.0030; 31-47-26-B3-00705.0050; 31-47-26-B3-00705.0060;
31-47-26-B3-00705.0070; 31-47-26-B3-00705.0080; 31-47-26-B3-00705.0090;
31-47-26-B3-00705.0100; 31-47-26-B3-00705.0110; 31-47-26-B3-00705.0120;
31-47-26-B3-00705.0130; 31-47-26-B3-00705.0140; 31-47-26-B3-00703.0080.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,720,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

MORTGAGE (Continued)

Page 2

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work

MORTGAGE (Continued)

Page 3

done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of seven (7) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable

MORTGAGE (Continued)

Page 4

at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

MORTGAGE (Continued)

Page 5

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

MORTGAGE (Continued)

Page 6

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MORTGAGE (Continued)

Page 7

Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Florida. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Missouri.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Franklin County, State of Missouri.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Bonita FL Beach Development, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Bonita FL Beach Development, LLC.

**MORTGAGE
(Continued)**

Page 8

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank of Washington, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated July 14, 2023, in the original principal amount of **\$3,720,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is July 14, 2024.
NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

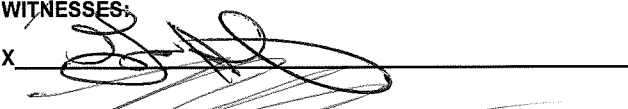
GRANTOR:

BONITA FL BEACH DEVELOPMENT, LLC

KDG MANAGER, LLC, Manager of Bonita FL Beach Development, LLC

By: 
Jason P Braidwood, Manager of KDG Manager, LLC

WITNESSES:

X 
X 

**MORTGAGE
(Continued)**

Page 9

LIMITED LIABILITY COMPANY ACKNOWLEDGMENTSTATE OF Missouri

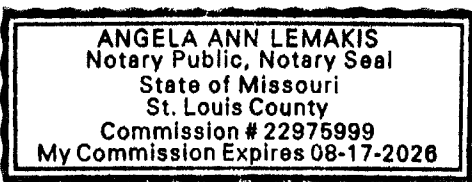
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) SS

COUNTY OF ST LOUIS

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The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of July, 2023 by **Jason P Braidwood, Manager of KDG Manager, LLC, Manager of Bonita FL Beach Development, LLC**, member (or agent), each on behalf of **Bonita FL Beach Development, LLC**, a limited liability company. He or she is personally known to me or has produced _____ as identification.



Angela Ann Lemakis
(Signature of Person Taking Acknowledgment)

Angela Ann Lemakis
(Name of Acknowledger Typed, Printed or Stamped)

Notary public
(Title or Rank)

(Serial Number, if any)

Exhibit A

The Land referred to herein below is situated in the County of Lee, State of Florida, and is described as follows:

TRACTS 1 THROUGH 9:

A PORTION OF SUNCOAST LAKES, UNIT #2, DESCRIBED AS FOLLOWS:

(COMBINED PARCEL)

A PORTION OF LAND LYING IN SUNCOAST LAKES, UNIT #2, WHICH MAP IS RECORDED IN OFFICIAL RECORDS BOOK 1091, PAGE 512 WHICH IS LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26 EAST, LEE COUNTY, FLORIDA. SAID PORTION BEING A COMBINATION OF ALL OF BLOCKS 1 AND 3 TO INCLUDE ROADWAYS AND CUL-DE-SACS, CANALS AND PORTIONS THEREOF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LAND LYING NORTH OF THE SOUTH LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 26E AND SOUTH OF THE CENTERLINE OF THE CANAL DIVIDING BLOCK 3 AND 5 AND LYING EAST OF THE WEST LINE OF THE SE1/4 OF SECTION 31, TOWNSHIP 47S, RANGE 25E AND LYING WEST OF THE CENTERLINE OF THE CANAL DIVIDING BLOCKS 1 AND 2 AND BLOCKS 3 AND 4 ALL OF SAID SUNCOAST LAKES, UNIT NO.2 MAP.

LESS AND EXCEPT THE FOLLOWING:

THE WESTERLY 25.0 FEET AND THE SOUTHERLY 25.0 FEET THEREFROM FOR ROADWAY AND UTILITY PURPOSES.

ALSO LESS AND EXCEPT THEREFROM I-75 RIGHT-OF-WAY IF ANY.

ALSO LESS AND EXCEPT THAT WARRANTY DEED DESCRIBED IN O.R. BOOK 04192 PAGE 0598 BEING DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST LESS THE SOUTHERLY 25.0 FEET FOR ROAD RIGHT-OF-WAY LEE COUNTY, FLORIDA.

FOR INFORMATIONAL PURPOSES ONLY, THE CORRESPONDING PARCEL NUMBERS AND LOT NUMBERS ARE:

31-47-26-B3-00701.0010 (LOTS 1 AND 2, BLOCK 1)

31-47-26-B3-00701.0030 (LOT 3, BLOCK 1)

31-47-26-B3-00701.0040 (LOT 4, BLOCK 1)

31-47-26-B3-00701.0090 (LOTS 9, 10, 11 AND 12, BLOCK 1)

31-47-26-B3-00703.0010 (LOTS 1 AND 2, BLOCK 3)

31-47-26-B3-00703.0030 (LOTS 3 AND 4, BLOCK 3)

31-47-26-B3-00703.0080 (LOTS 9 AND 10, BLOCK 3)

31-47-26-B3-00703.0110 (LOT 11, BLOCK 3)

31-47-26-B3-00703.0120 (LOT 12, BLOCK 3)

TRACT 10 (PARCEL 31-47-26-B3-00705.0010):

LOT 1, BLOCK 5, SUNCOAST LAKES, UNIT 2, AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0° 09' 52" EAST 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE SOUTH BOUNDARY OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET; THENCE RUN SOUTH 89° 48' 15" WEST ALONG THE CENTERLINE OF A ROAD IN BLOCK 5 TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

LOT 2, BLOCK 5, SUNCOAST LAKES, UNIT 2 OF AN UNRECORDED SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE S 1/4 CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, RUN N 0° 09' 52" E ALONG THE QUARTER SECTION LINE FOR 840.0 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN N 89° 48' 15" E ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING, CONTINUE N 89° 48' 15" E FOR 75.5 FEET; THENCE RUN N 0° 11' 13" E FOR 154 FEET; THENCE RUN S 89° 49' 51" W FOR 75.5 FEET; THENCE S 0° 09' 52" W FOR 154 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD IN BLOCK 5 AND THE NORTH-SOUTH ROADWAY ABUTTING THE WEST SIDE OF BLOCKS 1, 3, 5 AND 7, AS SHOWN ON THE PLAT OF SUNCOAST LAKES, UNIT 2, AS RECORDED IN OFFICIAL RECORD BOOK 1091, PAGE 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TRACT 11 (PARCEL 31-47-26-B3-00705.0030):

LOTS 3 AND 4, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09'

52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 151 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 151 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE DESCRIBED ROAD EASEMENT ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 12 (PARCEL 31-47-26-B3-00705.0050):

LOT 5, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED. FROM SAID POINT OF BEGINNING RUN NORTH 0° 09' 52" EAST FOR 154 FEET; THENCE RUN NORTH 89° 48' 15" EAST ALONG THE CENTER LINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 154 FEET TO A POINT ON THE CENTER LINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89° 48' 15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE NORTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 13 (PARCEL 31-47-26-B3-00705.0060):

LOT 6, BLOCK 5, UNIT 2, SUNCOAST LAKES, UNRECORDED SUBDIVISION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE RUN NORTH 0° 09' 52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A ROAD IN BLOCK 5; THENCE RUN NORTH 89° 48' 15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89° 48' 51" EAST FOR 75.5 FEET; THENCE RUN NORTH 0° 09' 52" EAST FOR 134 FEET; THENCE RUN SOUTH 89° 48' 51" WEST FOR 75 FEET; THENCE RUN SOUTH 0° 09' 52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO ROAD RIGHT OF WAY OVER AND ACROSS THE SOUTH 25 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 14 (PARCEL 31-47-26-B3-00705.0070):

LOT 7, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 478 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH

89°48'15" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 75.5 FEET; THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A CUL DE SAC HAVING A RADIUS OF 50 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 75.5 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

TRACT 15 (PARCEL 31-47-26-B3-00705.0080):

LOT 8, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 553.50 FEET TO A POINT IN THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, FROM SAID POINT OF BEGINNING CONTINUE NORTH 89°48'15" EAST FOR 86.87 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 134 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 89°48'15" WEST FOR 86.81 FEET ALONG THE EDGE OF A CANAL; THENCE RUN SOUTH 0°09'52" WEST FOR 134 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE ABOVE DESCRIBED ROAD AND CUL DE SAC, LEE COUNTY, FLORIDA.

TRACT 16 (PARCEL 31-47-26-B3-00705.0090):

LOT 9, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE

26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 25 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 17 (PARCEL 31-47-26-B3-00705.0100):

LOT 10, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN

BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 100.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF SAID 50 FOOT WIDE ROAD IN BLOCK 5, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 18 (PARCEL 31-47-26-B3-00705.0110):

LOT 11, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 176 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" EAST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" WEST FOR 154 FEET TO A POINT OF THE CENTERLINE OF THE ABOVE DESCRIBED ROAD IN BLOCK 5; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 19 (PARCEL 31-47-26-B3-00705.0120):

LOT 12, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 251.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. THENCE RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL CASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT, THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE FOR 75.5 FEET TO THE POINT OF BEGINNING.

TRACT 20 (PARCEL 31-47-26-B3-00705.0130):

LOT 13, BLOCK 5, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 327 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTERLINE OF A 40 FOOT WIDE CANAL EASEMENT FOR 75.5 FEET; THENCE RUN NORTH 0°09'52" EAST FOR 154 FEET TO A POINT ON THE CENTERLINE OF THE ABOVE DESCRIBED ROAD EASEMENT; THENCE RUN SOUTH 89°48'15" WEST ALONG SAID CENTERLINE TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH THE ABOVE

DESCRIBED ROAD EASEMENT. ALSO SUBJECT TO A CANAL EASEMENT OVER AND ACROSS THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

TRACT 21 (PARCEL 31-47-26-B3-00705.0140):

LOTS 14, 15 AND 16, UNIT 2, SUNCOAST LAKES, AN UNRECORDED SUBDIVISION, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN NORTH 0°09'52" EAST ALONG THE QUARTER SECTION LINE FOR 840 FEET TO A POINT IN THE CENTERLINE OF A 50 FOOT WIDE ROAD IN BLOCK 5; THENCE RUN NORTH 89°48'15" EAST ALONG SAID CENTERLINE FOR 402.5 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL FROM SAID POINT OF BEGINNING RUN SOUTH 0°09'52" WEST FOR 154 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 89°48'15" EAST ALONG THE CENTER LINE OF SAID CANAL FOR 257.81 FEET TO THE CENTER OF A 20 FOOT WIDE CANAL; THENCE RUN NORTH 0°09'52" EAST ALONG THE CENTERLINE OF SAID CANAL FOR 154 FEET; THENCE RUN SOUTH 89°48'15" WEST FOR 86.87 FEET TO THE CENTER OF A CUL DE SAC WITH A RADIUS OF 50 FEET; THENCE CONTINUE SOUTH 89°48'15" WEST FOR 151 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ROAD, CUL DE SAC AND CANAL EASEMENTS AS DESCRIBED ABOVE AND TOGETHER WITH THE 50 FOOT WIDE ROAD AND UTILITY EASEMENT IN BLOCK 5 AS DESCRIBED ABOVE AND A 50 FOOT WIDE ROAD AND UTILITY EASEMENT THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 45 SOUTH, RANGE 26 EAST, RUN NORTH 0°09'52" EAST FOR 865 FEET ALONG THE QUARTER SECTION LINE FOR INGRESS AND EGRESS.

RIDER TO MORTGAGE

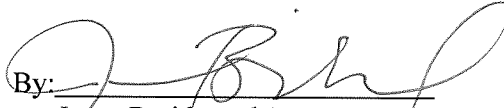
THIS RIDER TO MORTGAGE (this "Rider") is made a part of that certain Mortgage , of even date herewith (the "Mortgage"), by **Bonita FL Beach Development, LLC** ("Grantor"), in favor of **Bank of Washington** ("Lender"), in connection with that certain loan (the "Loan") made by Lender to Borrower (as defined in the Mortgage).

1. Unless otherwise set forth herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Mortgage, and except as specifically provided in this Rider, all terms, conditions and requirements under the Mortgage shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions contained in the Mortgage and this Rider, the provisions of this Rider shall govern and control.
2. The "POSSESSION AND MAINTENANCE OF THE PROPERTY: Compliance with Environmental Laws" section of the Mortgage is hereby amended by (i) inserting the words "Except as disclosed to and acknowledged by Lender in writing," at the beginning of the first sentence thereof, and (ii) inserting the following sentence at the end of such section: "Notwithstanding anything to the contrary contained herein, Borrower shall have no obligation to indemnify, defend or hold Lender harmless against any claim, action or proceeding arising out of the gross negligence or willful misconduct of Lender or its agents, employees or contractor."
3. The "TAXES AND LIENS: Notice of Construction" section of the Mortgage is hereby amended by adding "if such work, services or materials cost \$25,000.00 or more in the aggregate" at the end of the first sentence.
4. The "PROPERTY DAMAGE INSURANCE: Application of Proceeds" section of the Mortgage is hereby amended by adding "that is expected to result in \$25,000.00 or more of damage" at the end of the first sentence.
5. The "EVENTS OF DEFAULT" section of the Mortgage is hereby amended by (i) deleting "or death of a member" from the "Death or Insolvency" subsection thereof, (ii) deleting "or any Guarantor dies or becomes incompetent" from the "Events Affecting Guarantor" subsection thereof, and (iii) adding the following as a separate paragraph in such section: "Notwithstanding anything else contained in the Mortgage, Borrower shall have not less than a five (5) day cure period after receipt of notice of such failure from Lender to make any payment due under the Mortgage. This cure period shall not be deemed to reduce any applicable cure periods otherwise provided in the Mortgage, or other documents related to the Loan".
6. The "MISCELLANEOUS PROVISIONS: Annual Report" section of the Mortgage is hereby deleted in its entirety.
7. Grantor shall not be obligated to indemnify Lender for any acts resulting from Lender's willful misconduct or gross negligence, and in no event shall Guarantors be liable to Lender for any consequential, speculative or punitive damages.

GRANTOR

BONITA FL BEACH DEVELOPMENT, LLC,
a Missouri limited liability company

By: KDG Manager, LLC, Its Sole Manager

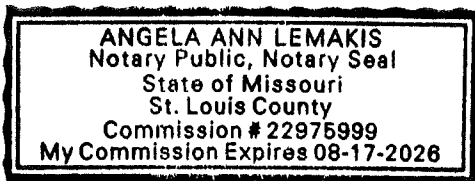
By: 
Jason Braidwood, Manager

WITNESSES:

X 
X 

STATE OF Missouri §
 §
COUNTY OF St. Louis §

The foregoing instrument was acknowledged before me on July 14, 2023, by Jason Braidwood in his capacity as Manager of KDG Manager, LLC, a Missouri limited liability company, sole Manager of Bonita FL Beach Development, LLC, a Missouri limited liability company, on behalf of said limited liability company.




Notary Public in and for the State of Missouri

Signature Page of Rider to Mortgage – Bonita Springs, FL (Bonita Beach Road)