



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

FORMERLY:
CES INC

April 1, 2022

Ms. Audra Ennis, Zoning Manager
Zoning Section
Lee County Department of Community Development
1500 Monroe Street, 2nd Floor
Fort Myers, FL 33901

RE: Resurgence Brewery & Rock Gym
Section 30, Township 45 South, Range 25 East, Lee County
Haley Ward Project Number 2011255.001(21-59)

Dear Ms. Ennis:

Enclosed herewith is an "Application for Planned Development Public Hearing" for a Minor Industrial Planned Development for the above referenced project located in the South Fort Myers (#15) Planning Community in Lee County, Florida.

The applicant proposes to rezone the subject site from General Commercial District (CG) to a Minor Industrial Planned Development (IPD) as suggested by staff to allow for the development of a brewery, rock gymnasium (recreational facility), and other related uses within the subject site.

A pre-application meeting was attended with Lee County Staff on October 15th, 2021 to discuss the scope of this project and obtain staff feedback.

There will be no deviations requested with this application.

The following items are included for your review:

1. A check for the Application Filing Fee in the amount of \$5,000.00.
2. "Application for Planned Development Public Hearing".
3. Additional Agents form.
4. "Affidavit of Authorization".
5. Disclosure of Interest Affidavit.
6. Letter of Authorization.





7. Letter of Ownership.
8. Copy of Real Property Purchase and Sale Agreement.
9. Legal Description and Sketch to Accompany Description.
10. Attorney's Opinion of Title.
11. Surrounding Property Owners List.
12. Surrounding Property Owners Map.
13. Surrounding Property Owners Mailing Labels.
14. Request Statement Narrative.
15. Schedule of Proposed Uses.
16. Property Development Regulations.
17. Traffic Impact Statement & Traffic Impact Mitigation Plan.
18. Environmental Assessment Waiver Request.
19. Soil Map.
20. Letter of Availability.
21. Boundary & Topographic Survey.
22. Master Concept Plan.

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

Very truly yours,

HALEY WARD, INC.

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

Enclosures

cc: Mr. David Kulbacki, President
Kulbacks, Inc.
w/enclosures



APPLICATION FOR PLANNED DEVELOPMENT PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: Resurgence Brewery & Rock Gym
 Request: Rezone from: General Commercial District (CG) To: Industrial Planned Development (IPD)
 Type: ☐ Major PD ☒ Minor PD ☐ DRI w/Rezoning ☐ PRFPD
☐ Major PD Amendment ☐ Minor PD Amendment

Bonus Density included? ☒ NO ☐ YES¹ for: _____ Bonus Units

¹ If YES, submit additional fee required by LDC 2-147(A)(3)

Summary of Project:

The purpose of this rezoning is to permit the development of a brewery, rock gymnasium (recreational facility), and other related uses within the subject site.

PART 1 APPLICANT/AGENT INFORMATION

A. Name of Applicant: Haley Ward, Inc. c/o Ahmad R. Kareh, P.E.

Address: 13041 McGregor Boulevard

City, State, Zip: Fort Myers, FL 33919

Phone Number: (239) 481-1331

E-mail Address: akareh@haleyward.com

B. Relationship of Applicant to owner (check one) and provide Affidavit of Authorization form:

☐ Applicant is the sole owner of the property. [34-201(a)(1)a.1.]

☒ Applicant has been authorized by the owner(s) to represent them for this action. [34-202(b)(1)b. & c.]

☐ Application is County initiated. Attach BOCC authorization.

C. Authorized Agent: (If different than applicant) Name of the person who is to receive all County-initiated correspondence regarding this application. [34-202(b)(1)c.]

1. Company Name: The Same As Above

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

2. Additional Agent(s): Provide the names of other agents that the County may contact concerning this application. [34-202(b)(1)c.] **SEE ATTACHMENT**

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

**PART 2
PROPERTY OWNERSHIP**

- A. Property owner(s):** If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-201; 34-204]

Name: Red Canyon, LLC

Address: 9100 South Dadeland Boulevard, Suite 912

City, State, Zip: Miami, FL 33156

Phone Number: (305) 443-7122

Email: ghitters@burgwardt.com.ar

- B. Disclosure of Interest** [34-201; 34-204]:

☒ Attach Disclosure of Interest Form. [34-201; 34-204]

- C. Multiple parcels:** N/A

☐ Property owners list. [34-202(a)(5)]

☐ Property owners map. [34-202(a)(5)]

- D. Certification of Title and Encumbrances** [34-202(a)(3)]

1. Title certification document, no greater than 90 days old. [34-202(a)(3)]

2. Date property was acquired by present owner(s): September 10, 2004

**PART 3
PROPERTY INFORMATION**

- A. STRAP Number(s):** [Attach extra sheets if additional space is needed.]

30-45-25-L4-29000.0110, 0120, 0130, 0140, 0150, 0160, & 0170

- B. Street Address of Property:** 6090-6150 Exchange Lane Fort Myers, FL 33912

- C. Legal Description (must submit)** [34-202(a)(1)]:

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

OR

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

AND

Boundary Survey [34-202(a)(2); 34-373(a)(4)a.]:

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

OR

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

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

1. ☒ List of surrounding property owners. [34-202(a)(6)]

2. ☒ Map of surrounding property owners. [34-202(a)(7)]

3. ☒ One set of mailing labels. [34-202(a)(6)]

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

- E. Current Zoning of Property:** General Commercial District (CG)

☐ Provide a list of all Zoning Resolutions and Zoning Approvals applicable to the subject property. [34-202(a)(8)]

- F. Use(s) of Property** [34-202(a)(8)]:

1. Current uses of property are: Vacant Land

2. Intended uses of property are: Brewery, Rock Gymnasium (Recreational Facility), and other related uses.

G. Future Land Use Classification (Lee Plan) [34-202(a)(8)]:

Intensive Development	<u>8.13</u>	Acres	<u>100</u>	% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions [34-202(a)(8)]:

1. Width (average if irregular parcel):	<u>1,763.78</u>	Feet Average		
2. Depth (average if irregular parcel):	<u>231.70</u>	Feet Average		
3. Total area:	<u>353,984</u>	Acres or square feet		
4. Frontage on road or street:	<u>1,759.56</u>	Feet on	<u>Exchange Lane</u>	Street
2 nd Frontage on road or street:		Feet on		Street

I. Planning Communities/Community Plan Area Requirements: If located in one of the following planning communities/community plan areas, provide a meeting summary document of the required public informational session. [34-202(a)(10)]

- ☒ Not Applicable
- ☐ Captiva Planning Community (Captiva Island). [33-1612(a)&(b); Lee Plan Policy 13.1.7]
- ☐ North (Upper) Captiva Community Plan area. [33-1711]
- ☐ Boca Grande Planning Community. [Lee Plan Policy 22.1.5]
- ☐ Caloosahatchee Shores Community Plan area. [33-1482(a)&(b); Lee Plan Policy 21.6.3]
- ☐ Page Park Community Plan area. [33-1203(a) & (b); Lee Plan Policy 27.11.2]
- ☐ Palm Beach Boulevard Community Plan area. [Lee Plan Policy 23.5.2]
- ☐ Buckingham Planning Community. [Lee Plan Policy 17.7.2]
- ☐ Pine Island Planning Community. [33-1004(a) & (b); Lee Plan Policy 14.7.1]
- ☐ Lehigh Acres Planning Community. [33-1401(a)&(b); Lee Plan Policy 32.12.2]
- ☐ North Fort Myers Planning Community. [33-1532(a)&(b)]
- ☐ North Olga Community Plan area. [33-1663(a)&(b)]

J. Waivers from Application Submission Requirements: Attach waivers, if any, approved by the Director of Zoning. [34-202(a)] **SEE ATTCHED REQUEST**

PART 4
TYPES OF LAND AREA ON PROPERTY

A. Gross Acres (total area within described parcel)		<u>8.13</u>	Acres
1. Submerged land subject to tidal influence		<u>0</u>	Acres
2. a. Preserved freshwater wetlands	<u>0</u>	Acres	
b. Impacted wetlands	<u>0</u>	Acres	
c. Preserved saltwater wetlands	<u>0</u>	Acres	
d. Total wetlands (A.2.a. plus A.2.b. plus A.2.c.)		<u>0</u>	Acres
3. R-O-W providing access to non-residential uses		<u>0</u>	Acres
4. Non-residential use areas ^{(1) (2)}		<u>8.13</u>	Acres
B. Total area not eligible as gross residential acreage (Items A.1. + A.3. + A.4.).		<u>8.13</u>	Acres
C. Gross residential acres. (A minus B) ⁽³⁾		<u>0</u>	Acres
D. Gross residential acres (by Land Use Category)			
1. a. Intensive Development – upland			Acres
b. Intensive Development – preserved freshwater wetlands			Acres
c. Intensive Development – impacted wetlands			Acres
2. a. Central Urban – upland			Acres
b. Central Urban – preserved freshwater wetlands			Acres
c. Central Urban – impacted wetlands			Acres
3. a. Urban Community or Suburban – upland			Acres
b. Urban Community or Suburban – preserved freshwater wetlands			Acres
c. Urban Community or Suburban – impacted wetlands			Acres

4.	a.	Suburban – upland	_____	Acres
	b.	Suburban – preserved freshwater wetlands	_____	Acres
	c.	Suburban – impacted wetlands	_____	Acres
5.	a.	Outlying Suburban – upland	_____	Acres
	b.	Outlying Suburban – preserved freshwater wetlands	_____	Acres
	c.	Outlying Suburban – impacted wetlands	_____	Acres
6.	a.	Sub-Outlying Suburban – upland	_____	Acres
	b.	Sub-Outlying Suburban – preserved freshwater wetlands	_____	Acres
	c.	Sub-Outlying Suburban – impacted wetlands	_____	Acres
7.	a.	Rural, Outer Island, Rural Community Preserve – upland	_____	Acres
	b.	Rural, Outer Island, Rural Community Preserve – wetlands	_____	Acres
8.	a.	Open Lands – upland	_____	Acres
	b.	Open Lands – wetlands	_____	Acres
9.	a.	Resource – upland	_____	Acres
	b.	Resource – wetlands	_____	Acres
10.	a.	Wetlands	_____	Acres
11.	a.	New Community – upland	_____	Acres
	b.	New Community – wetlands	_____	Acres
12.	a.	University Community – upland	_____	Acres
	b.	University Community – wetlands	_____	Acres
13.	a.	Coastal Rural – upland	_____	Acres
	b.	Coastal Rural – wetlands	_____	Acres

TOTAL (should equal "C" above)

8.13 Acres

Notes:

- (1) Lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses must not be included except within the Mixed Use Overlay {see Note (2) below}.
- (2) Within the Mixed Use Overlay, lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses may be included in density calculations {see Lee Plan Objective 4.3}.
- (3) Lands to be used for residential uses including land within the development proposed to be used for streets & street rights of way, utility rights-of-way, public & private parks, recreation & open space, schools, community centers, & facilities such as police, fire & emergency services, sewage & water, drainage, and existing man-made waterbodies.

PART 5 N/A

RESIDENTIAL DEVELOPMENT - PRELIMINARY DENSITY CALCULATIONS

- i. Complete only if living units are proposed in a Future Land Use Category.
- ii. If more than one classification, calculations for each classification must be submitted. Attach extra sheets as necessary.
- iii. If wetlands are located on the property, density calculations are considered preliminary pending a wetlands jurisdictional determination.

A. Future Land Use Category: _____

		Lee Plan Table 1(a)		
		Max. standard density		Units
1.	Standard Units			
	a. Total upland acres (from Part 4, D.)	_____ x _____	equals	_____
	b. Total preserved freshwater wetlands acres (from Part 4, D.)	_____ x _____	equals	_____
	c. Total impacted wetlands acres (from Part 4, D.)	_____ x _____	equals	_____
	d. Total Allowed Standard Units ⁽¹⁾			_____
2.	Bonus Units [2-143]			
	a. Site-built Affordable Housing			_____
	b. Transferrable Dwelling Units			_____
	c. Sub-total			_____
3.	Total Permitted Units ⁽¹⁾			_____

Note:

- (1) Subject to revision if wetlands jurisdictional determination indicates a different acreage of wetlands.

**PART 6
COMMERCIAL, INDUSTRIAL, MINING, ASSISTED LIVING FACILITIES, HOTELS & MOTELS
PRELIMINARY INTENSITY CALCUATIONS**

		Height	Total Floor Area (Square Feet)
A. Commercial			
1.	Medical		
2.	General Office		
3.	Retail		
4.	Other: <u>Rock Gymnasium</u>	45	23,718
5.	TOTAL FLOOR AREA		23,718
B. Industrial			
1.	Under Roof	45	11,354
2.	Not Under Roof		
3.	TOTAL FLOOR AREA		11,354
C. Mining			
	N/A	Depth	Total Acres
1.	Area to be excavated		
D. Assisted Living Facilities			
	N/A	Height	Total Beds/Units
1.	Dependent Living Units		
2.	Independent Living Units		
3.	TOTAL BEDS/UNITS		
E. Hotels/Motels (Room Size)			
	N/A	Height	Total Rental Units
1.	< 425 sq. ft.		
2.	426-725 sq. ft.		
3.	725 < sq. ft.		
4.	TOTAL UNITS		

**PART 7
ACTION REQUESTED**

- A. Request Statement:** Provide a single narrative explaining the nature of the request and how the property qualifies for the rezoning to a planned development. This narrative should include how the proposed development complies with the Lee Plan, the Land Development Code, and the applicable findings/review criteria set forth in LDC section 34-145(d)(4). This narrative may be utilized by the Board of County Commissioners, Hearing Examiner and staff in establishing a factual basis for the granting or denial of the rezoning. [34-373(a)(5)] **SEE ATTACHMENT**
- B. Traffic Impact Statement.** A traffic impact statement in a format and to the degree of detail required by the County and in conformance with the adopted Lee County Administrative Code. TIS is not required for an existing development. [34-373(a)(7)] **SEE ATTACHMENT**
- C. Master Concept Plan:**
- Master Concept Plan, Non-PRFPD:** A graphic illustration (Master Concept Plan) of the proposed development, showing and identifying the information required by LCLDC Section 34-373(a)(6)a. Copies of the Master Concept Plan must be provided in two sizes, 24"x36" and 11"x17", and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. In addition to the Master Concept Plan, an open space design plan delineating the indigenous preserves and/or native tree preservation areas as required by LDC Section 10-415(b) must be submitted. [34-373(a)(6)] **SEE ATTACHMENT**
 - Schedule of Uses:** A schedule of uses keyed to the Master Concept Plan as well as a summary for the entire property including the information required by LCLDC Section 34-373(a)(8). [34-373(a)(8)] **SEE ATTACHMENT**

3. **Schedule of Deviations and Written Justification:** A schedule of deviations and a written justification for each deviation requested as part of the Master Concept Plan accompanied by documentation including sample detail drawings illustrating how each deviation would enhance the achievement of the objectives of the planned development and will not cause a detriment to public interests. The location of each requested deviation must be located/shown on the Master Concept Plan. **[34-373(a)(9)] NONE**

D. Bonus Density: [34-202(b)(5)]

- ☒ Not Applicable
☐ Bonus Density will be used. Provide the number of Bonus Density units being requested and a narrative of how the request meets the requirements of LDC Section 2-146.

**PART 8
ENVIRONMENTAL REQUIREMENTS**

- A. Topography:** Describe the range of surface elevations of the property. Attach a county topographic map (if available) or a USGS quadrangle map showing the subject property. **[34-373(a)(4)d.iv.]**
The range of elevations within the subject parcel is between 9.8 and 12.5 NAVD.
-
- B. Sensitive Lands:** Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the LEE Plan Section XII), flowways, creek beds, sand dunes, other unique land forms [see LEE Plan Policy 77.1.1 (2)] or listed species occupied habitat [see LCLDC Section 10-473].
NONE
-
- C. Preservation/Conservation of Natural Features:** Describe how the lands listed in PART 6.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
-
- E. Soils Map:** Attach maps drawn at the same scale as the Master Concept Plan marked or overprinted to show the soils classified in accordance with the USDA/SCS System. **[34-373(a)(4)b.i.]**
SEE THE ATTACHED SOIL MAP.
- F. FLUCCS Map:** A Florida Land Use, Cover and Classification System (FLUCCS) map, at the same scale as the Master Concept Plan, prepared by an environmental consultant. The FLUCCS map must clearly delineate any Federal and State jurisdictional wetlands and other surface waters, including the total acreage of Federal and State wetlands. **[34-373(a)(4)c.] SEE THE ATTACHED WAIVER REQUEST.**
- G. Rare & Unique Upland Habitat Map:** Maps drawn at the same scale as the Master Concept Plan marked or overprinted to show significant areas of rare and unique upland habitat as defined in the LEE Plan Section XII. **[34-373(a)(4)b.iii.] N/A**
- H. Existing and Historic Flow-Ways Map:** Map(s) drawn at the same scale as the master concept plan marked or overprinted to show existing and historic flow-ways. **[34-373(a)(4)b.v.] N/A**

**PART 9
SANITARY SEWER & POTABLE WATER FACILITIES**

- A. Special Effluent:** If the discharge of any 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: **N/A**
1. Method and degree of treatment:
 2. Quality of the effluent:

3. Expected life of the facility:

4. Who will operate and maintain the internal collection and treatment facilities:

5. Receiving bodies or other means of effluent disposal:

C. Spray Irrigation: If spray irrigation will be used, specify: **N/A**

1. The location and approximate area of the spray fields:

2. Current water table conditions:

3. Proposed rate of application:

4. Back-up system capacity:

**PART 10
ADDITIONAL REQUIREMENTS**

A. Major Planned Developments: N/A

1. **Surface Water Management Plan.** A written description of the surface water management plan as required by LCLDC Section 34-373(b)(1). **[34-373(b)(1)]**
2. **Phasing Program.** If the development is to be constructed in phases or if the Traffic Impact Statement utilized phasing, then a description of the phasing program must be submitted. **[34-373(b)(3)]**
3. **Protected Species Survey.** A protected species survey is required for large developments (as defined in LCLDC Section 10-1) as specified in LCLDC Section 10-473. **[34-373(b)(2)]**
SEE THE ATTACHED WAIVER REQUEST.

B. Amendments to Built Planned Developments: The consent of the owners of the remainder of the original planned development is not required, but these owners must be given notice of the application and other proceedings as if they were owners of property abutting the subject property regardless of their actual proximity to the subject property. Attach proof of notice to other property. **[34-373(c)] N/A**

C. Development of Regional Impact: Binding letter of interpretation from DCA or a complete and sufficient ADA. (See also Application for Public Hearing for DRI Form.) **[34-373(d)(2)] N/A**

D. Private Recreational Facility Planned Developments (PRFPDs): N/A

1. **Master Concept Plan, PRFPD.** Master Concept Plan showing and identifying information required by LDC Section 34-941(g)(1). Copies of the Master Concept Plan must be provided in two sizes, 24"x36" and 11"x17", and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. **[34-941(g)]**
2. **Conceptual Surface Water Management Plan.** A Conceptual Surface Water Management Plan must be submitted. The plan must be viable and take into consideration any natural flowway corridors, cypress heads, natural lakes, and the restoration of impacted natural flowway corridors. **[34-941(d)(3)b.i.1)]**
3. **Well Drawdown Information.** If within an area identified as an anticipated drawdown area for existing or future well development, demonstration of compliance with LCLDC Section 34-941(d)(3)d.i & ii. must be provided. **[34-941(d)(3)d.]**
4. **Preliminary Indigenous Restoration Plan.** A Preliminary Indigenous Restoration Plan must be provided if on-site indigenous restoration is being used to meet the indigenous native plant community preservation requirement. **[34-941(e)(5)f.iii.]**

5. **Environmental Assessment.** An Environmental Assessment must be provided which includes, at a minimum, an analysis of the environment, historical and natural resources. **[34-941(g)(2)]**
6. **Demonstration of Compatibility.** Written statements concerning how the applicant will assure the compatibility of the proposed development with nearby land uses (by addressing such things as noise, odor, lighting and visual impacts), and the adequate provision of drainage, fire and safety, transportation, sewage disposal and solid waste disposal must be provided. **[34-941(g)(4)]**
- E. **Potable Water & Central Sewer.** Will the project be connected to potable water and central sewer as part of any development of the property?
- ☒ **YES** (Provide a letter from the appropriate Utility to which the connection(s) are proposed confirming availability of service.) **[34-202(b)(8)]**
- ☐ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) **[34-202(b)(8)]**
- F. **Existing Agricultural Use:** If the property owner intends to continue an existing agricultural use on the property subsequent to the zoning approval, an Existing Agricultural Use Affidavit must be provided. Entitle as "Existing Agricultural Uses at Time of Zoning Application." **[34-202(b)(7)] N/A**
- G. **Flood Hazard: [34-202(a)(8)]**
- ☐ Not applicable
- ☒ The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.
- ☒ The minimum elevation required for the first habitable floor is **13.6 Feet** NAVD (MSL)
- H. **Excavations/Blasting: [34-202(b)(6)]**
- ☒ No blasting will be used in the excavation of lakes or other site elements.
- ☐ If blasting is proposed, provide Information Regarding Proposed Blasting (including soil borings, a map indicating the location of the proposed blasting, and other required information).
- I. **Hazardous Materials Emergency Plan for Port Facilities: [34-202(b)(4)]**
- ☒ Not Applicable
- ☐ Provide a Hazardous materials emergency plan.
- J. **Mobile Home Park: [34-203(d)]**
- ☒ Not Applicable
- ☐ Request includes rezoning of a Mobile Home Park. Provide facts related to the relocation of dislocated owners that meets the requirements of F.S. § 723.083 (1995).
- K. **Airport Zones & Lee County Port Authority (LCPA) Requirements:**
- ☒ Not Applicable
- ☐ Property is located within _____ Airport Noise Zone: **[34-1004]**
- ☐ Property is located within Airport Protection Zone. Indicate which Zone below. **[34-1005]**
- ☐ Property is located within Airport Runway Clear Zone: **[34-1006]**
- ☐ Property is located within Airport School Protection Zone: **[34-1007]**
- ☐ Property is located within Airport Residential Protection Zone: **[34-1009]**
- ☐ Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1009]**
- ☐ A Tall Structures Permit is required. **[34-1010]**

PART 5 SUBMITTAL REQUIREMENT CHECKLIST		
<i>Clearly label your attachments as noted in bold below</i>		
Copies Required		SUBMITTAL ITEMS
3	☒	Completed application for Public Hearing [34-201(b)]
1	☒	Filing Fee - [34-202(a)(9)]
1	☐	Bonus Density Filing Fee - [2-147(A)3]] (if applicable) N/A
3	☒	Notarized Affidavit of Authorization Form [34-202(b)(1)c]
3	☒	Additional Agents [34-202(b)(1)c.]
3	☐	Multiple Owners List (if applicable) [34-201; 34-204] N/A
3	☒	Disclosure of Interest Form (multiple owners) [34-201(b)(2)a]
3	☒	Legal description (must submit) [34-202(a)(1)]
	☐	Legal description (metes and bounds) and sealed sketch of legal description
		OR
	☒	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
3	☒	Boundary Survey – not required if platted lot (2 originals required) [34-202(a)(2); [34-373(a)(4)a.]
3	☐	Property Owners list (if applicable) [34-202(a)(5)] N/A
3	☐	Property Owners map (if applicable) [34-202(a)(5)] N/A
3	☒	Confirmation of Ownership/Title Certification [34-202(a)(3)]
3	☐	STRAP Numbers (if additional sheet is required) [34-202(a)(1)] N/A
1	☒	List of Surrounding Property Owners [34-202(a)(6)]
1	☒	Map of Surrounding Property Owners [34-202(a)(7)]
1	☒	Mailing labels [34-202(a)(6)]
3	☐	List of Zoning Resolutions and Approvals [34-202(a)(8)] N/A
3	☐	Summary of Public Informational Session (if applicable) [34-202(a)(10)] N/A
3	☒	Waivers from Application Submission Requirements (if applicable)
3	☐	Preliminary Density Calculations (if applicable) N/A
3	☒	Request Statement
3	☒	Traffic Impact Statement (TIS) (not required for existing development) [34-341(b)(2)d.1.]
3	☒	Master Concept Plan (MCP), Non-PRFPD [34-373(a)(6)]
3	☒	Schedule of Uses [34-373(a)(8)]
3	☐	Schedule of Deviations and Written Justification [34-373(a)(9)] N/A
3	☒	Topography (if available) [34-373(a)(4)d.iv.]
3	☒	Soils Map [34-373(a)(4)b.v.]
3	☐	FLUCCS Map [34-373(a)(4)c.] N/A
3	☐	Rare & Unique Upland Habitat Map [34-373(a)(4)b.iii.] N/A
3	☐	Existing and Historic Flow-Ways Map [34-373(a)(4)b.v.] N/A
3	☐	Surface Water Management Plan (if applicable) [34-373(b)(1)] N/A
3	☐	Phasing Program (if applicable) [34-373(b)(3)] N/A
3	☐	Protected Species Survey (if applicable) [34-373(b)(2)] N/A

3	☐	Proof of Notice (if applicable) [34-373(c)]	N/A
3	☐	Binding Letter from DCA (if applicable) [34-373(d)(2)]	N/A
3	☐	Master Concept Plan (MCP), PRFPD (if applicable) [34-941(g)]	N/A
3	☐	Conceptual Surface Water Management Plan (if applicable) [34-941(d)(3)b.i.1]]	N/A
3	☐	Well Drawdown Information (if applicable) [34-941(d)(3)d.]	N/A
3	☐	Preliminary Indigenous Restoration Plan (if applicable) [34-941(e)(5)f.iii.]	N/A
3	☐	Environmental Assessment (if applicable) [34-941(g)(2)]	N/A
3	☐	Demonstration of Compatibility (if applicable) [34-941(g)(4)]	N/A
3	☒	Potable Water & Sanitary Sewer. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(b)(8)]	
3	☐	Existing Agricultural Use Affidavit (if applicable) [34-202(b)(7)]	N/A
3	☐	Information Regarding Proposed Blasting (if applicable). [34-202(b)(6)]	N/A
3	☐	Hazardous Materials Emergency Plan (if applicable) [34-202(b)(4)]	N/A
3	☐	Mobile Home Park Dislocated Owners Information (if applicable) [34-203(d)]	N/A
3	☐	Tall Structures Permit (if applicable) [34-1001]	N/A

ADDITIONAL AGENTS

Company Name:	Resurgence Brewery Company, LLC (Contract Purchaser)		
Contact Person:	Jeff Ware, Managing Member / President		
Address:	156 Highland Avenue		
City, State, Zip:	Buffalo, NY 14222		
Phone Number:	(716) 597-9179	Email:	jeffware@resurgencebrewing.com

Company Name:	Davies Duke, PLLC (Attorney)		
Contact Person:	Noel J. Davies, Founding Partner / Esquire		
Address:	1415 Panther Lane, Suite 442		
City, State, Zip:	Naples, FL 34109		
Phone Number:	(239) 261-2792	Email:	noel.davies@daviesduke.com

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

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

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

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

AFFIDAVIT OF AUTHORIZATION

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

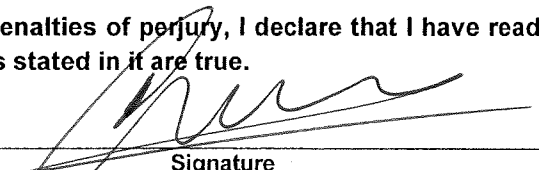
I, Carlos Frizone (name), as Authorized Person of THE THIRD TRADITION CORP., THE MANAGING MEMBER (owner/title) of RED CANYON, LLC (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

***Notes:**

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

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



Signature

3/28/22

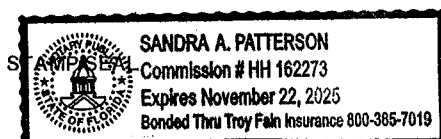
Date

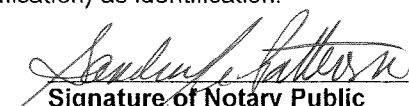
THE THIRD TRADITION CORP., MANAGING MEMBER
RED CANYON, LLC

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

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me on March 28, 2022 (date) by Carlos Frizone (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.





Signature of Notary Public

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared Carlos Frizone, who, being first duly sworn and deposed says:

an Authorized Person on behalf of

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at **6090-6150 EXCHANGE LANE, FORT MYERS, FL 33912** and is the subject of an Application for zoning action (hereinafter the "Property").

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

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

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

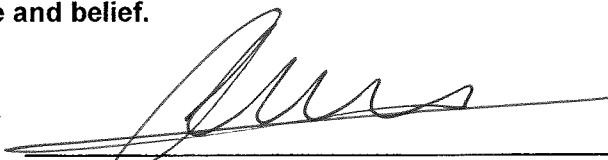
4. That the disclosure identified herein does not include any beneficial Ownership Interest that a Lee County Employee, County Commissioner, or Hearing Examiner may have in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, whose interest is for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

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

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

Name and Address	Percentage of Ownership
NONE	

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



Property Owner by Authorized Person

Carlos Frizone

Print Name

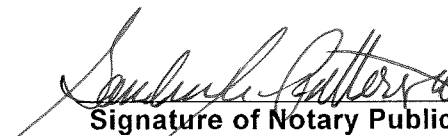
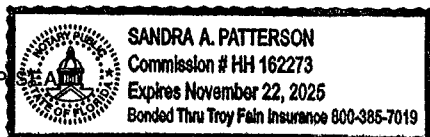
THE THIRD TRADITION CORP., MANAGING MEMBER
RED CANYON, LLC

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

STATE OF FLORIDA
COUNTY OF LEE

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

STAMP


Signature of Notary Public

RED CANYON, LLC
9100 SOUTH DADELAND BOULEVARD, SUITE 912
MIAMI, FL 33156

TO WHOM IT MAY CONCERN:

RE: RESURGENCE BREWERY & ROCK GYM
PARCEL STRAP NUMBER 30-45-25-L4-29000.0110, 0120, 0130, 0140, 0150, 0160, & 0170

I, Marcela E. Sztenberg, THE Vice President OF THE THIRD TRADITION CORP., THE MANAGING MEMBER OF RED CANYON, LLC, THE OWNER OF THE ABOVE REFERENCED PROPERTY, HEREBY AUTHORIZE HALEY WARD, INC., TO ACT ON OUR BEHALF IN MATTERS RELATIVE TO THE REZONING OF THE ABOVE REFERENCED PROPERTY.

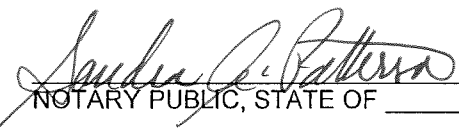


THE THIRD TRADITION CORP., MANAGING MEMBER
RED CANYON, LLC

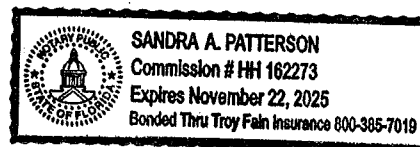
3/9/2022
DATE

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9th DAY OF March 2022, BY Marcela E. Sztenberg, WHO IS PERSONALLY KNOWN TO ME, OR WHO HAS PRODUCED Argentine Passport AS IDENTIFICATION, AND WHO DID NOT TAKE AN OATH.



NOTARY PUBLIC, STATE OF _____



PRINTED NAME OF NOTARY PUBLIC

MY COMMISSION EXPIRES:

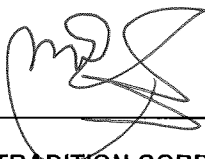
RED CANYON, LLC
9100 SOUTH DADELAND BOULEVARD, SUITE 912
MIAMI, FL 33156

TO WHOM IT MAY CONCERN:

RE: RESURGENCE BREWERY & ROCK GYM

I, Marcela E. Sztenberg, THE Vice President OF THE THIRD TRADITION CORP., THE MANAGING MEMBER OF THE RED CANYON, LLC, DO HEREBY SWEAR AND AFFIRM THAT RED CANYON, LLC IS THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY.

PARCEL STRAP NUMBERS: 30-45-25-L4-29000.0110, 0120, 0130, 0140, 0150, 0160, & 0170

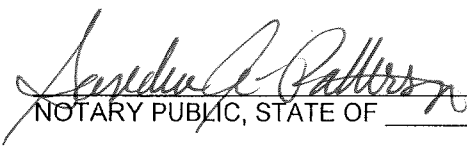


THE THIRD TRADITION CORP., MANAGING MEMBER
RED CANYON, LLC

3/9/2022
DATE

STATE OF FLORIDA
COUNTY OF LEE

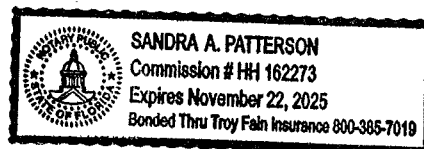
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9th DAY OF March 2022, BY Marcela E. Sztenberg, WHO IS PERSONALLY KNOWN TO ME, OR WHO HAS PRODUCED Argentine Passport AS IDENTIFICATION, AND WHO DID NOT TAKE AN OATH.



NOTARY PUBLIC, STATE OF _____

PRINTED NAME OF NOTARY PUBLIC

MY COMMISSION EXPIRES:



**MANAGER'S ACTION WITHOUT A MEETING OF
RED CANYON, LLC**

WHEREAS, Red Canyon, LLC (the "Company") is a party to that certain Real Property Purchase and Sale Agreement with an effective date of September 7, 2021, by and between the Company, as Seller, and Resurgence Brewing Company, LLC, a New York limited liability company, as Buyer, as the same may have been amended and/or assigned from time to time (collectively referred to as the "Purchase Contract"), providing for the sale of that certain real property owned by the Company and identified as Lots 11 through 17, Lake at Metro, according to the map or plat thereof recorded in Instrument Number 2016000225108, Public Records of Lee County, Florida (the "Property"); and

WHEREAS, the Purchase Contract sets forth certain actions to be taken with respect to the Property as a condition to closing (collectively, the "Closing Condition Actions"), including, without limitation, obtaining rezoning and building permits for Purchaser's Intended Uses (as defined in the Purchase Contract), any amendments to the Declaration of Covenants, Conditions, Restrictions and Easements for Lake at Metro recorded under Instrument Number 2016000225100, engagement of certain contractors, and related matters.

NOW, THEREFORE, the undersigned, presently being the sole Manager of the Company who would be entitled to vote upon the actions hereinafter set forth at a formal meeting of the Managers of said Company, does hereby consent to the actions described below to the same extent, and to have the same force and effect as if adopted at a formal meeting of the Managers of said Company.

1. That Ahmad R. Kareh ("Mr. Kareh") and Carlos Frizone ("Mr. Frizone" and collectively with Mr. Kareh, the "Authorized Persons"), are each, acting alone, hereby authorized and directed to execute and deliver, on behalf of the Company, any or all documents, instruments, certificates, and agreements required to satisfy the Closing Condition Actions or to be executed and delivered in connection therewith, including but not limited to, amendments to the recorded documents referenced in the recitals above and any documents acceptable to Lee County related to the rezoning or permitting of the property for Purchaser's Intended Uses;
2. That the Authorized Persons, are each, acting alone, hereby authorized and directed to take such further actions, to make application for all building permits and governmental applications necessary to meet the Closing Condition Actions, including, without limitation, obtaining rezoning and building permits for Purchaser's Intended Uses, and to execute and deliver all such other documents, instruments, certificates, notices, and agreements, and to effect such filings with any appropriate governmental authority, as such person may deem necessary, advisable, or appropriate to complete each of the Closing Condition Actions; and
3. That the execution by either or both of the Authorized Persons of any documents or instruments authorized by the foregoing resolutions or any document or instrument executed in the accomplishment of any action or actions authorized or the execution of any amendment or modification of any such document or instrument shall be deemed to



be conclusive approval thereof by this Company and the binding act and obligation of this Company.

The undersigned does hereby consent and affirm that the actions set forth in the foregoing resolutions shall have the same force and effect as if taken at a duly constituted meeting of the Managers of the Company and that this document be filed with and shall be made a part of the minutes of the Company. Facsimile copies of this executed consent or the executed consent sent as a PDF attachment to an e-mail transmission, shall be deemed originals for all purposes.

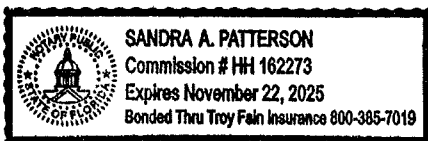
The Third Tradition Corp., a Florida corporation
Manager

Date Signed: March 9, 2022

By: [Signature]
Print Name: Marcela E. Sztenberg
Print Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 9th day of March, 2022, by Marcela E. Sztenberg, as Vice President of The Third Tradition Corp., a Florida corporation, on behalf of said corporation and who is personally known to me or who produced an Argentina Passport as identification.



[Signature]
Notary Public

Print/Type Name of Notary

My Commission Expires: _____ Commission No. _____

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") by and between **RED CANYON, LLC**, a Florida limited liability company, with an address of 9100 S. Dadeland Blvd., Suite 912, Miami, Florida 33156 (the "Seller") and **RESURGENCE BREWING COMPANY, LLC**, a New York limited liability company, with an address of c/o Jeffrey Ware, 156 Highland Avenue, Buffalo, NY 14222 (the "Purchaser") is entered into and effective on the date it is last executed by the Seller or Purchaser (the "Effective Date").

RECITALS:

A. Seller is the owner of certain property located in Lee County, Florida.

B. Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Property as hereafter defined upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Sale of Property.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, that certain real property located in Lee County, Florida, described as Lots 11 through 17 of Lake at Metro Subdivision Plat recorded as Instrument No. 2016000225108, Public Records of Lee County, Florida (the "Property").

2. **Definitions.** For purposes of this Agreement, the following terms are defined as hereinafter set forth:

"**Agreement**" shall mean this Real Property Purchase and Sale Agreement, as it may be amended from time to time.

"**Closing**" shall mean the execution and delivery of the Transaction Documents and the payment of those funds required to be paid at the time and in the manner required herein for the purchase and sale of the Property.

"**Closing Date**" shall mean the date on which the Closing shall occur, as set forth in Section 7 herein.

"**Encumbrance**" shall mean and include any lien, pledge or security interest.

"**Environmental Law**" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and

regulations, including any state or local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety & Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

"Hazardous Materials" shall mean any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

"Parties" shall mean the Seller and Purchaser.

"Purchase Price" shall mean the total consideration to be paid by the Purchaser to the Seller for the Property.

"Survey" shall mean a survey of the Property certified by a Florida Registered Land Surveyor.

"Transaction Documents" shall mean this Agreement and all of the documents required or contemplated in connection with the Closing of the purchase and sale of the Property.

3. **Price / Deposits.** The total Purchase Price for the Property shall be **ONE MILLION NINE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$1,960,000.00)** ("Purchase Price"). The Purchase Price shall be due and payable as follows:

A. Within five (5) Business Days of the Effective Date of this Agreement, Purchaser will deposit the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)** (the "Deposit")

with **Henderson, Franklin, Starnes & Holt, P.A.**, as escrow agent (the "**Escrow Agent**"). The Deposit shall be refundable during the Inspection Period (as hereinafter defined) except in the event of a default by Purchaser. The Deposit shall become non-refundable (except in the event of Seller's default or as otherwise expressly provided in this Agreement) upon the expiration the Inspection Period and subject to the Governmental Approvals contingency set forth hereinafter, and shall be credited to the Purchaser at the time of the Closing (hereinafter defined).

B. The remaining balance shall be paid to Seller at Closing in immediately available funds (wire transfer), subject to adjustments and prorations.

4. **Execution / Calculation of Time / Time of the Essence.**

A. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts shall bear the respective signatures of all of the parties designated as signatories herein. The parties agree that this Agreement shall be deemed validly executed and delivered by a party if a party executes this Agreement by manual signature or by affixing its signature hereto by means of an electronic signature tool, application, or software (e.g., DocuSign).

B. **Calculation of Time.** All references to days shall mean calendar days unless Business Days are specifically stated. Business Days shall mean Monday through Friday, and exclude legal holidays. If any time period ends on a Saturday, Sunday, or legal holiday, it shall instead be deemed to expire at the end of the next Business Day.

C. **Time of the Essence.** The Parties have been fully advised and agree that time is of the essence in this Agreement.

D. **Due Diligence Materials.** Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser copies of any and all items relating to Seller's due diligence on the Property, including without limitation any geotechnical reports (Phase 1's and Phase 2's), any other environmental reports, any protected species surveys, any zoning applications or submittals to any government entities (including without limitation submittals or permits to/from the South Florida Water Management District or Lee County), any prior surveys, the current title policy, and any and all other documents reasonably requested by Purchaser. Seller does not make any representation as to the accuracy or completeness of such documents. The documents are being delivered on an "as is, where is" basis and Purchaser agrees that it will rely on its own investigations of the Property.

5. **Survey.** Within sixty (60) days after the Effective Date, Purchaser may obtain, at Purchaser's expense, a boundary survey of the Property (the "**Survey**"). In the event the Survey reflects any easements, encroachments, rights-of-way, roads, lack of access, deficiencies, gaps or gores or hiatus between any of the parcels included within the Property or between the Property and any adjoining streets or roads, or any other adverse matters not acceptable to Purchaser, Purchaser may notify Seller of Purchaser's objections to the Survey within the applicable time

period set forth in Section 6 hereof. Objections to the Survey shall be treated as Title defects pursuant to Section 6. Purchaser shall be entitled to obtain an update of the Survey ("**Updated Survey**") at any time prior to the Closing, at Purchaser's expense. If any Updated Survey reveals at any time any new adverse matter not disclosed by the Survey, then such Updated Survey defect shall be handled in the same manner as a new title defect, in accordance with Section 6 hereinbelow.

6. **Evidence of Title.** Within fifteen (15) Days after the Effective Date, Seller shall obtain, at Seller's expense, a commitment for an owner's title insurance policy, (the "**Title Commitment**") through Henderson, Franklin, Starnes & Holt, P.A. ("**Closing Agent**") as agent for Old Republic National Title Insurance Company, agreeing to issue to Purchaser, upon recording of the Special Warranty Deed, a title insurance policy in the amount of the Purchase Price, insuring Purchaser's title to the Property, subject only to Encumbrances and matters that are permitted, ("**Permitted Encumbrances**").

A. Permitted Encumbrances include the following:

- i. Requirements, approvals, ordinances, regulations, restrictions, prohibitions or other matters issued by a Governmental Entity, including, but not limited to such matters that involve land use, zoning, water retention, or storm water management;
- ii. Matters appearing on a plat of Lake at Metro Subdivision Plat recorded as Instrument No. 2016000225108, Public Records of Lee County, Florida;
- iii. Declaration of Covenants, Condition, Restrictions and Easements for Lake at Metro recorded as Instrument No. 2016000225100, Public Records of Lee County, Florida;
- iv. Taxes for the year of Closing and subsequent years.

The Title Commitment shall include copies of all documents referenced therein. The Title Commitment shall provide that all "standard exceptions" (including exceptions for taxes (for years prior to the year of Closing) and assessments not shown in the public records, claims of unrecorded easements, parties other than owner in possession, construction liens and matters disclosed on an accurate Survey, shall be deleted from the Policy when issued. Seller shall provide to the Closing Agent any affidavits, undertakings and other instruments required to delete said standard exceptions, and the Party responsible for submitting a Survey shall provide such Survey with required certifications.

B. **Objections to Title.** If the Title Commitment contains exceptions to coverage other than the standard exceptions which adversely affect title to the Property and render title unmarketable and uninsurable, or if the Survey reveals any defect as set forth in Section 5 hereof, the Purchaser shall notify the Seller, in writing, of Purchaser's objection to such exceptions within twenty (20) days after Purchaser's receipt of the Title Commitment and the Survey.

C. Curing Title Objections. The Seller shall have twenty (20) days after receipt of such notice in which to cure such defects (the "Title Curative Period") and furnish to the Purchaser evidence that same have been cured. If the Title defects are cured within the Title Curative Period, the sale and purchase shall be closed within seven (7) days after written notice to Purchaser, but not earlier than the Closing Date. In the event that Seller is unable to cure such defects within the Title Curative period, Seller may give notice of the necessity to extend the Title Curative Period for an additional ten (10) days. If the Seller fails to cure such defects within the Title Curative Period (as extended if applicable), or notifies Purchaser in writing that Seller has, in Seller's sole discretion, elected not to cure one or more of Purchaser's objections (in which event Seller shall notify Purchaser of its determination within twenty (20) days after its receipt of Purchaser's notice of title objections), Purchaser shall have the option, to be exercised in its sole discretion, to either: (i) complete the purchase in accordance with the Agreement and accept title to the Property subject to such objections without any adjustment to the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller within ten (10) days after Purchaser's receipt of written notice of Seller's failure to cure Purchaser's objections within the Title Curative Period or Seller's election not to cure Purchaser's objections, whereupon this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit shall be returned to the Purchaser.

7. Closing Date and Procedure / Documents to be Provided.

A. Closing Date. The Closing Date shall be thirty (30) days after the earlier of (i) the date Purchaser has received the Governmental Approvals (as hereinafter defined), or (ii) the end of the Inspection Period, including any and all extensions as contemplated herein. Closing shall occur at Seller's attorney's office, or at such location mutually agreed upon in writing by the Parties hereto.

B. Closing Procedure.

1. Seller. At Closing, if not previously delivered to Purchaser, Seller shall execute and deliver to Purchaser:

- (i) a fully executed Special Warranty Deed;
- (ii) a fully executed certification as to Seller's non-foreign status, if applicable;
- (iii) an owner's title affidavit. The owner's title affidavit shall attest to the absence, unless otherwise provided for herein, of any lien or Encumbrance upon the Property or any personal property to be conveyed, claims of lien or potential liens known to Seller, improvements or repairs to the Property within ninety (90) days immediately preceding date of Closing;
- (iv) any other document reasonably required by the Closing Agent or the title underwriter.

2. Purchaser. At Closing, Purchaser shall deliver to Seller the following:

- (i) the balance of the Purchase Price payable at the Closing, as adjusted for prorations and taxes, in the manner required under this Agreement; and
- (ii) instructions from Purchaser directing Escrow Agent to pay the Purchase Price and all other amounts due at Closing, or thereafter in accordance with the provisions of this Agreement, to Seller or any other person as Seller shall designate.

3. Seller and Purchaser. Seller and Purchaser shall, on the Closing Date, each execute, acknowledge (as appropriate) and deliver the following documents:

- (i) the Closing Statement; and
- (iii) any other affidavit, document or instrument required to be delivered by Seller, Purchaser or the title underwriter pursuant to the terms of this Agreement.

8. Costs. At the time of Closing, Purchaser shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments in accordance with this Agreement. Property owner's assessments shall be prorated at Closing. Ad valorem real property taxes shall be prorated as of the Closing Date based on taxes for the current year, if known, and allowances made for the maximum discount. If Closing occurs before the amount of current year's taxes or current year's millage is fixed, the taxes shall be prorated based upon the assessment and/or millage rate for the immediately preceding year. If the information for the current year is not available, the proration shall be the previous year's tax figure. Any proration based upon an estimate shall be readjusted upon request by either Party when the actual tax statement is received. This covenant shall survive Closing.

A. Seller shall pay for, including but not limited to the following items: (i) the documentary stamp tax due on the Special Warranty Deed; (ii) the cost of the premium due on the Owner's Title Insurance required under this Agreement, along with all related title and search costs related thereto; and (iii) Sellers' legal fees and expenses.

B. Purchaser shall pay for, including but not limited to the following items: (i) the recording fee for the Special Warranty Deed; (ii) the cost of all inspections, tests and studies undertaken by Purchaser in connection with its investigation; (iii) Purchaser's legal fees and expenses, (iv) any third party professional and consulting fees incurred at Purchaser's request; and (v) cost of any Survey.

9. Purchaser's Inspection Period.

A. Purchaser shall have a period of one hundred twenty (120) days after full execution of this Agreement (herein referred to as the "**Inspection Period**") to inspect the Property regarding allowing development of the Property for purposes which include, but are not limited to, brewery (including without limitation the manufacturing and consumption of any and all types of alcohol on the premises), alcohol distilling, winemaking, cider making restaurant, rock climbing gym, a passive recreational facility; a fitness, recreational and athletic center; a bowling alley; and other passive uses (collectively, "**Purchaser's Intended Uses**"). Seller, following reasonable notice from Purchaser, shall provide Purchaser and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right to have a representative of Seller present during the course of each such entry. During the course of any such entry Purchaser shall not cause, and shall not suffer or permit to occur, any damage or injury to the Property or any part thereof and if Purchaser does cause, suffer or permit any damage or injury to the Property, Purchaser shall, at its expense, promptly restore the Property to the condition it was in immediately prior to such injury or damage.

B. Purchaser shall indemnify Seller from and against any and all damage to the Property resulting from any entry on the Property by Purchaser or any of its agents, contractors, consultants or other representatives, or any activities conducted by them, or any of them, during any such entry, together with all reasonable expenses incurred by Seller by reason thereof including, without limitation, reasonable attorneys' fees and disbursements, which obligation shall survive the Closing or the termination of this Agreement. Purchaser shall deliver a certificate of insurance evidencing liability insurance coverage held by any agent or consultant retained by Purchaser to perform any studies or survey of the Property, in amount, form and substance reasonably satisfactory to Seller before any of such agents or consultants will be granted access to the Property.

C. To assist Purchaser in its inspections of the Property, and to the extent in Seller's control or possession, Seller shall deliver to Purchaser, within five (5) Business Days after the Effective Date, all existing title policies concerning the Property; all existing surveys concerning the Property; all existing environmental reports (including all soil and geotechnical testings) prepared with respect to the Property; all plans, plats, studies, appraisals, permits, authorizations, plans, specifications, development orders, and governmental approvals. In the event the transaction does not close, Purchaser shall promptly return all documents to Seller.

D. In the event that the results of Purchaser's inspections, investigations, reviews and feasibility studies are, in Purchaser's sole opinion and sole discretion, unacceptable for any reason whatsoever, the Purchaser shall give Seller written notice before the end of the Inspection Period that it intends to terminate the transaction contemplated by this Agreement, and this Agreement shall forthwith and thereupon be terminated, become null and void, and be of no further force and effect, at which time the Escrow Agent shall immediately return the Deposit to the Purchaser. In such event, Purchaser shall provide to Seller copies of all reports and other documentation resulting from Purchaser's inspections. If Purchaser does not give such notice, the contingency shall have expired.

E. At any time after the Effective Date of this Agreement, Purchaser shall be entitled to apply for and obtain rezoning, Site Plan Approval, a Lee County Development Order, South Florida Water Management District Approval, and any and all other governmental approvals necessary for development of the subject property for Purchaser's Intended Uses but not including a building permit (collectively "**Governmental Approvals**") to allow development of the Property solely for the Purchaser's Intended Uses. Purchaser shall apply for the Governmental Approvals at any time after the Effective Date of this Agreement but no later than thirty (30) days after the end of the Inspection Period and shall use commercially reasonable efforts to obtain the Governmental Approvals. Purchaser may extend the Inspection Period solely for the purpose of obtaining the Governmental Approvals for up to four (4), sixty (60) day periods by paying an additional **Five Thousand and No/100 Dollars (\$5,000.00)** Deposit to Escrow Agent for each 60-day extension. Purchaser shall notify Seller, in writing, with a copy to the Escrow Agent, prior to the expiration of the then current Inspection Period of its desire to exercise such extension and pay the additional Deposit to Escrow Agent. If Purchaser moves forward with obtaining the Governmental Approvals after the initial 120-day Inspection Period, then Purchaser hereby specifically waives the Inspection Period for any other matter than obtaining the Governmental Approvals. In the event Purchaser exercises its right to extend the Inspection Period, the Deposit(s) shall become non-refundable, except in the event Purchaser is unable to obtain the Governmental Approvals prior to the end of the Inspection Period as it may be extended pursuant to the terms of this paragraph.

F. Purchaser agrees, at no expense to Seller, to rezone Lots 18, 19 and 20, Lake at Metro, according to the map or plat thereof recorded as Official Records Instrument No. 2016000225108, Public Records of Lee County, Florida ("**Seller Property**") to a mixed planned development zoning simultaneously with Purchaser's rezoning the Property which will allow any and all uses set forth in the current commercial general zoning category (collectively "**Seller's Intended Uses**"). It is also understood that the new zoning category shall not disallow any of the existing allowable uses and furthermore, shall not create any new conditions unacceptable to Seller. The rezoning application shall be subject to Seller's written approval, which approval shall not be unreasonably withheld, conditioned or delay. At Closing, the parties shall enter into an agreement to be recorded in the Public Records of Lee County that allocates Purchaser's Intended Uses under the new mixed planned development zoning to the Property and Seller's Intended Uses to Seller's Property.

G. With respect to all of Purchaser's applications for Governmental Approvals, Seller shall cooperate timely and in good faith with respect to any and all documents needed to be executed by Seller at no expense to Seller.

10. Duties and Rights of Escrow Agent.

A. Escrow Agent is hereby authorized and agrees by acceptance hereof, to hold all monies paid as the Earnest Money Deposit ("**Escrowed Funds**") in escrow and to disburse the same in accordance with the terms and conditions of this Agreement.

B. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent shall have the right to withhold payment of the monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof, or until a

judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or Escrow Agent may deposit all monies then held pursuant to this Agreement with the Clerk of the Circuit Court of the county in which the Property lies, and upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate. Purchaser and Seller agree that Escrow Agent shall not be liable to any party or person whomsoever for misdelivery to Purchaser or to Seller of money subject to this escrow, unless such misdelivery shall be due to a willful breach of Escrow Agent's duties under this Agreement or fraudulent conduct by Escrow Agent.

11. Default and Notice to Cure.

A. If Purchaser defaults in the payment of the Purchase Price or if Purchaser shall default in the performance of any of its other material obligations, Seller shall have the right to receive disbursement of the Deposit, and terminate this Agreement. Upon such delivery of the Deposit in accordance with the preceding sentence, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder except for those that are expressly provided in this Agreement to survive the termination hereof. The parties hereto agree that the amount of damages is difficult to ascertain and that the Deposit shall serve as liquidated damages.

B. If Seller defaults in any of its material obligations to be performed on or prior to the Closing Date, Purchaser shall have the right (i) to receive a return of the Deposit and terminate this Agreement, or (ii) to seek specific performance of Seller's obligations hereunder (it being expressly acknowledged that the remedy of specific performance is an appropriate remedy in the event of a default by Seller under this Agreement), or (iii) in the event specific performance is not available then any other right or remedy at law or in equity (but not speculative or punitive damages).

C. Attorneys' Fees and Costs. In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings.

D. The provisions of this Section shall survive the termination hereof.

12. Condemnation. If, prior to the Closing Date, any part of the Property is taken (other than a temporary taking), or if Seller shall receive an official notice from any governmental authority, having eminent domain power over the Property, of its intention to take, by eminent domain proceeding, any part of the Property (a "Taking"), then Purchaser shall have the option, exercisable within ten (10) days after receipt of notice of such Taking, to terminate this Agreement by delivering written notice thereof to Seller, whereupon this Agreement shall be deemed canceled and of no further force or effect, and neither party shall have any further rights or liabilities against or to the other except pursuant to the provisions of this Agreement, which are expressly provided to survive the termination hereof. If a Taking shall occur and Purchaser shall not have timely elected to terminate this Agreement, then Purchaser and Seller shall consummate this transaction in accordance with this Agreement, without any abatement of the

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Purchase Price or any liability or obligation on the part of Seller by reason of such Taking, provided, however, that Seller shall, on the Closing Date, (i) assign and remit to Purchaser, and Purchaser shall be entitled to receive and keep, the net proceeds of any award or other proceeds of such Taking which may have been collected by Seller as a result of such Taking less the reasonable expenses incurred by Seller in connection with such Taking, or (ii) if no award or other proceeds shall have been collected, deliver to Purchaser an assignment of Seller's right to any such award or other proceeds which may be payable to Seller as a result of such Taking and Purchaser shall reimburse Seller for the reasonable expenses incurred by Seller in connection with such Taking.

13. **Notices.** Any notices provided for in this Agreement shall be in writing to the address set forth below and shall be effective (a) upon receipt or refusal if delivered personally or by fax; (b) one (1) Business Day after deposit with a recognized overnight courier; or (c) three (3) Business Days after deposit in the U.S. mail.

If to Seller:

Red Canyon, LLC
Attn: Mr. Carlos Frizone
13031 McGregor Blvd., Ste. 7
Fort Myers, FL 33919
Telephone: (239) 433-5990
E-mail: cfrizone@yahoo.com

With copy to:

Henderson, Franklin, Starnes & Holt, P.A.
Attn: Thomas H. Gunderson, Esq.
1715 Monroe Street
Fort Myers, Florida 33901
Telephone: (239) 344-1210
E-mail: thomas.gunderson@henlaw.com

If to Purchaser:

Resurgence Brewing Company, LLC
Attn: Jeff Ware, President
156 Highland Avenue
Buffalo, NY 14222
Telephone: (716) 597-9179
E-mail: jeffware@resurgencebrewing.com



With copy to:

Noel J. Davies, Esq.
DAVIES DUKE, PLLC
5237 Summerlin Commons Blvd., Suite 387
Fort Myers, FL 33907
Telephone: 239.216.2792
E-mail: noel.davies@daviesduke.com

If to Escrow Agent:

Henderson, Franklin, Starnes & Holt, P.A.
Attn: Thomas H. Gunderson, Esq.
1715 Monroe Street
Fort Myers, Florida 33901
Telephone: (239) 344-1210
E-mail: thomas.gunderson@henlaw.com

Either party may change their address by written notice given to the other as hereinabove provided. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. **Warranties, Representations and Disclosures of Seller.** Seller makes the following warranties, representations and disclosures to Purchaser, which representations and disclosures shall be true on the Effective Date and shall also be true at the time of Closing.

A. **Organization.** The Seller is a legal entity duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power and authority to execute and deliver this Agreement.

B. **Authorization and Validity.** The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby by the Seller have been duly authorized and approved by all necessary company action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

C. **Condemnation.** Seller has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property, nor does Seller have knowledge that any such action is presently contemplated.

D. **Environmental Matters.** As to the Property, to Seller's knowledge, the Seller is in full compliance with, and has not been and is not in violation of or liable under, any

Environmental Law. Seller has no basis to expect, any actual or threatened order, notice, or other communication from any governmental body of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any environmental liabilities with respect to any of the Property, or with respect to any property or facility at or to which Hazardous Materials, as defined by law, were generated, transported, stored, handled, disposed, manufactured, refined, transferred, imported, used or processed by Seller. To Seller's knowledge, there has been no release or threat of release, of any Hazardous Materials at the Property.

E. Pending Litigation/Violations. There are no legal actions, suits, code enforcement, regulatory actions, or other legal or administrative proceedings, including bankruptcy proceedings, pending or threatened, against the Property or Seller, and Seller is not aware of any facts which might result in any action, suit or other proceeding against the Property or Seller that could result in a lien encumbering the Property or any part thereof.

F. No Notice of Violations. Seller has not received any written notice of any violations of law, ordinances, orders, designations or requirements whatsoever noted in or issued by any federal, state, municipal or other governmental department, agency or bureau or any other governmental authority having jurisdiction over the Property with respect to the Property, except such notices as have been disclosed in writing to Purchaser.

G. Encumbrances. Seller is not in default of any easements, covenants, conditions, restrictions, agreements, liens or encumbrances with respect to the Property.

H. Ownership. Seller owns fee simple title to the Property.

It shall be a condition precedent to Purchaser's obligation to close hereunder that the representations and warranties of Seller set forth in this Agreement will be true in all material respects on the Closing Date. Should Purchaser determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Purchaser shall promptly provide written notice to Seller of such inaccuracy, and provided that Seller does not otherwise elect or is unable to cure such inaccuracy, Purchaser shall have the option of either waiving any claim against Seller by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Purchaser may terminate this Agreement, by written notice to Seller within ten (10) days following written notice from Seller that Seller cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void. In the event of such a termination by Purchaser pursuant to this Section, the Earnest Money Deposit shall be immediately returned to Purchaser.

15. Warranties and Representations of Purchaser. Purchaser hereby makes the following warranties and representations to Seller, which warranties and representations shall be true on the Effective Date and shall also be true at the time of Closing.

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A. Good Faith. Purchaser shall use reasonable diligent effort in good faith to inspect the Property in an expeditious manner so as to determine as quickly as possible whether the Property is suitable to the Purchaser.

B. Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power and authority to execute and deliver this Agreement.

C. Authorization and Validity. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein by the Purchaser have been duly authorized and approved by all necessary company action. This Agreement, when executed, will constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.)

It shall be a condition precedent to Seller's obligation to close hereunder that the representations and warranties of Purchaser set forth in this Agreement will be true in all material respects on the Closing Date. Should Seller determine prior to the Closing Date that any representation or warranty set forth herein is inaccurate in a material way, then Seller shall promptly provide written notice to Purchaser of such inaccuracy, and provided that Purchaser does not otherwise elect to cure such inaccuracy, Seller shall have the option of either waiving any claim against Purchaser by virtue of such inaccuracy and proceeding to Closing without any adjustment to the Purchase Price, or Seller may terminate this Agreement, by written notice to Purchaser within ten (10) days following written notice from Purchaser that Purchaser cannot or will not cure any inaccuracy, whereupon this Agreement and all rights and obligations of the parties hereunder shall thereupon cease and be deemed null and void and Purchaser shall be deemed in default.

16. Miscellaneous.

A. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

B. Assignability. Purchaser named herein shall have the right to assign this Agreement to an affiliated entity without the consent of Seller, provided, any other assignment of this Agreement shall require Seller's written consent, which consent shall not be unreasonably withheld. Any such assignment shall be conditioned upon Purchaser delivering to Seller an executed original of the assignment and assumption agreement wherein the assignee assumes all of the obligations of the Purchaser named herein.

C. Broker's Commissions. Except for MVP Realty (the "Seller's Broker") and Colliers International – Atlanta, LLC (the "Purchaser's Broker"), Seller and Purchaser warrant and represent to each other that no broker or other person expecting or due a fee or commission

related to the transaction herein contemplated was involved in this Agreement. Seller shall pay Seller's Broker a commission of three percent (3%) of the Purchase Price and Purchaser's Broker a commission of three percent (3%) of the Purchase Price at Closing. If the transaction does not close, no commission is due. Seller shall indemnify Purchaser against any claim of any broker, claiming by, through or under Seller. Purchaser shall indemnify Seller against any claim of any broker, other than Seller's Broker and Purchaser's Broker, claiming by, through or under Purchaser. This warranty and representation shall survive delivery of the Deed and Closing of this transaction.

D. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.

E. 1031 Exchange. If either Party wishes to enter into a IRC Section 1031 like-kind exchange with respect to the Property ("Exchange"), the other party agrees to cooperate, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

F. Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach

G. Severability. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

H. Florida Contract. This Agreement shall be deemed a Florida contract and construed according to the laws of such state, regardless whether this Agreement is being executed by any of the parties hereto in other states or otherwise. The proper and exclusive venue for any action concerning this Agreement shall be the Circuit Court in and for Lee County, Florida.

I. Confidentiality. Seller and Purchaser agree that all negotiations shall remain strictly confidential and that no press or other publicity release or communication to the general public in connection with the purchase and sale of the Property shall be issued without the other party's prior written approval. All information, studies, and reports relating to the Property obtained by Purchaser, either by the observations and examinations of Purchaser's agents, or disclosed to Purchaser or Purchaser's agents by Seller, shall remain strictly confidential, and shall not be disclosed to anyone other than Purchaser, Purchaser's agents or Purchaser's potential investors or lenders directly involved in the purchase of the Property and shall be used by Purchaser solely to evaluate the purchase of the Property or to arrange financing in connection with the purchase of the Property.

J. Property Tax Disclaimer. PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE, A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the date referenced below the signature of the last party to sign this Agreement.

PURCHASER:

RESURGENCE BREWING COMPANY,
LLC, a New York limited liability company

By: DocuSigned by:
Jeff Ware
Jeff Ware, President

Date: 9/2/2021

SELLER:

RED CANYON, LLC, a Florida limited
liability company

By: The Third Tradition Corp., a Florida
corporation, its Managing Member

By: Thilly
Print Name: GASTON HITTERS
Print Title: DIRECTOR

Date: 09/07/2021.



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

FORMERLY:
CES INC

Description of a Parcel of Land
Lying in
Section 30, Township 45 South, Range 25 East
(Lots 11 through 17, Lake at Metro Subdivision)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 30, Township 45 South, Range 25 East, being Lots 11 through 17, Lake at Metro a subdivision as shown in the plat thereof recorded in instrument number 2016000225108 and further described as follows:

Commencing at the northwest corner of Lot 18 of said subdivision; thence N89°07'49"E along the south line of Exchange Lane, a 50 foot public right-of-way as described in Official Record Book 2730 at page 768 and the north line of said Lot 18 for 36.93 feet to the beginning of a curve concave to the northwest having a radius of 3278.79 feet; thence northeasterly along the arc of said curve to the left and the southerly line of said Exchange Lane and the north line of said Lot 18 through a central angle of 01°06'08" for 63.08 feet to the northwest corner of Lot 17 and the Point of Beginning; thence continue along said curve and along the south line of said Exchange Lane and along the northerly line of Lots 17, 16, 15, 14, 13, 12, and 11 of said subdivision through a central angle of 14°54'32" for 853.17 feet to a point of compound curve concave to the northwest having a radius of 445.00 feet; thence northeasterly along the arc of said curve and the southeasterly line of said Exchange Lane and the northerly line of said lot 11 through a central angle of 26°37'09" for 206.74 feet to a point of tangency; thence N46°30'00"E along the southeasterly line of said Exchange Lane and along the northwesterly line of said Lot 11 for 353.13 feet to the beginning of a curve concave to the southeast having a radius of 80.79 feet; thence northeasterly along the arc of said curve and the southeasterly line of said Exchange Lane and the northwesterly line of said Lot 11 through a central angle of 40°30'59" for 57.13 feet to a point of reverse curve concave to the northwest having a radius of 125.79 feet; thence northeasterly and northerly along the arc of said curve and the southeasterly line of said Exchange Lane and the northwesterly line of said Lot 11 through a central angle of 88°11'05" for 193.61 feet to a point of tangency; thence N01°10'06"W along the easterly line of said Exchange Lane for 70.55 feet to the beginning of a curve concave to the southeast having a radius of 30.00 feet; thence northeasterly along the arc of said curve and the easterly line of said Exchange Lane and the westerly line of said Lot 11 through a central angle of 48°11'23" for 25.23 feet
Continued...

Sheet 1 of 3

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



Description of a Parcel of Land
Lying in
Section 30, Township 45 South, Range 25 East
Six Mile Cypress Subdivision
(Lots 11 through 17, Lake at Metro Subdivision)

Continued...

to the northeasterly corner of said Lot 11 and a point on the southeasterly right-of-way of Six Mile Parkway (250 feet wide), said point also being on the east line of the Southwest One Quarter (SW 1/4) of said Section 30; thence S01°10'06"E along the east line of said Lot 11 and the east line of the Southwest One Quarter (SW 1/4) of said Section 30 for 210.27 feet to the easterly most corner of said Lot 11; thence S41°49'54"W along said the southeasterly line of said Lot 11 for 680.01 feet; thence S45°49'54"W along said southeasterly line for 304.89 feet to the south corner of said Lot 11; thence S80°39'26"W along the south line of said Lots 11, 12 and 13 for 269.54 feet; thence S89°01'07"W along the south line of said lots 13, 14, 15, 16 and 17 for 513.58 feet to the southwesterly corner of said Lot 17; thence N00°52'11"W along the west line of said Lot 17 for 253.12 feet to the Point of Beginning.

Parcel contains 8.13 acres (353,984 square feet) more or less.

Bearings are based on the record plat of Lake at Metro with the southeasterly line of Lot 11 as bearing S41°49'54"W.

Stephen F.
Shawles II,
P.S.M.

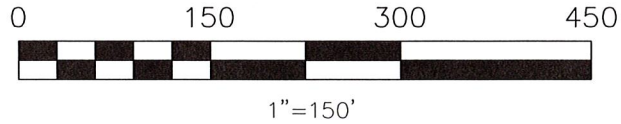
Digitally signed by Stephen F.
Shawles II, P.S.M.
DN: cn=Stephen F. Shawles II,
P.S.M., o=CES, INC., ou=LB8267,
email=sshawles@cesincusa.com,
c=US
Date: 2022.03.14 15:10:00 -04'00'

Haley Ward, Inc. (LB8267)

Stephen F. Shawles II, P.S.M. 6419
Professional Surveyor and Mapper
State of Florida

SKETCH TO ACCOMPANY DESCRIPTION

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



CURVE TABLE

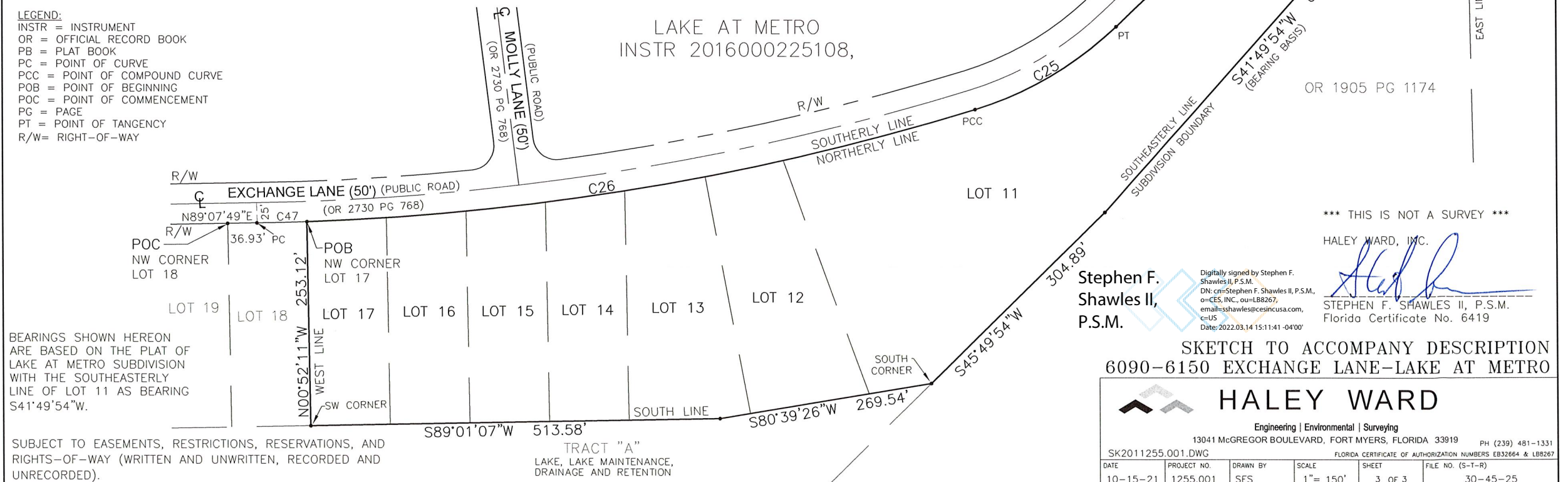
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C21	2989.79'	02°17'12"	119.32'	59.67'	119.31'	N59°36'00"E
C22	30.00'	48°11'23"	25.23'	13.42'	24.49'	N22°55'35"E
C23	125.79'	88°11'05"	193.61'	121.87'	175.06'	N42°55'26"E
C24	80.79'	40°30'59"	57.13'	29.82'	55.95'	N66°45'29"E
C25	445.00'	26°37'09"	206.74'	105.27'	204.89'	N59°48'34"E
C26	3278.79'	14°54'32"	853.17'	429.01'	850.76'	N80°34'25"E
C27	2989.79'	04°45'18"	248.12'	124.13'	248.05'	S86°45'10"W
C47	3278.79'	01°06'08"	63.08'	31.54'	63.08'	N88°34'45"E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°10'06"W	70.55'

LEGEND:

INSTR = INSTRUMENT
OR = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PC = POINT OF CURVE
PCC = POINT OF COMPOUND CURVE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PG = PAGE
PT = POINT OF TANGENCY
R/W = RIGHT-OF-WAY



*** THIS IS NOT A SURVEY ***

HALEY WARD, INC.

Stephen F.
Shawles II,
P.S.M.

Digitally signed by Stephen F.
Shawles II, P.S.M.
DN: cn=Stephen F. Shawles II, P.S.M.,
o=CES, INC., ou=LB8267,
email=sshawles@cesincusa.com,
c=US
Date: 2022.03.14 15:11:41 -04'00'

STEPHEN F. SHAWLES II, P.S.M.
Florida Certificate No. 6419

SKETCH TO ACCOMPANY DESCRIPTION
6090-6150 EXCHANGE LANE-LAKE AT METRO



HALEY WARD

Engineering | Environmental | Surveying

13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331

SK2011255.001.DWG		FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267	
DATE	PROJECT NO.	DRAWN BY	SCALE
10-15-21	1255.001	SFS	1" = 150'
		SHEET	FILE NO. (S-T-R)
		3 OF 3	30-45-25



1415 Panther Lane, Ste 442
Naples, FL 34109

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Noel J. Davies, Esq.
239.216.2792
Noel.Davies@DaviesDuke.com

OPINION OF TITLE

Noel J. Davies, Esq.
Name of Issuing Attorney

N/A
Plat Number

N/A
Development Order Number

March 11, 2022
Effective Date of Opinion of Title

Certified to: Lee County Board of County Commissioners

I am an attorney licensed and eligible to practice law in the State of Florida and I have searched the Public Records of Lee County, Florida and have examined the title to the real property described as:

Lots 11, 12, 13, 14, 15, 16 and 17, Lake At Metro, according to the map or plat thereof as recorded in Instrument Number 2016000225108, of the Public Records of Lee County, Florida.

I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described above. This Opinion of Title is provided to satisfy the requirements of Florida Statutes Section 177.041 and Lee County Land Administrative Code AC-13-19. Based on the foregoing, I am of the opinion that:

Title to the property, as of the Effective Date of the Opinion of Title set forth above, is vested in: Red Canyon, LLC, a Florida limited liability company.

The following are all of those persons or entities holding a mortgage secured by the property: NONE.

The following are all easements and rights of way affecting the property:

1. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.

2. Notice of Development Order Approval recorded in Instrument Number 2008000259578, Public Records of Lee County, Florida.
3. All matters contained on the Plat of Lake At Metro, as recorded in Instrument Number 2016000225108, Public Records of Lee County, Florida.
4. Declaration of Covenants, Conditions, Restrictions and Easements for Lake At Metro recorded in Instrument Number 2016000225100, Public Records of Lee County, Florida.

Sincerely,

DAVIES DUKE, PLLC

A handwritten signature in black ink, appearing to read 'Noel J. Davies', written in a cursive style.

Noel J. Davies, Esq.



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

RESURGENCE BREWERY & ROCK GYM

INDUSTRIAL PLANNED DEVELOPMENT

REQUEST STATEMENT NARRATIVE ACCOMPANYING REZONING REQUEST

To Verify Compliance With

THE LEE PLAN AND THE LEE COUNTY LAND DEVELOPMENT CODE

Haley Ward Project Number 2011255.001 (21-59)

Submitted By:

Ahmad R. Kareh, P.E., M.S.C.E.
Senior Vice President & Regional Engineering Manager
Haley Ward, Inc.
13041 McGregor Boulevard
Fort Myers, FL 33919

Resurgence Narrative | 2022.03.15 | 2011255.001(21-59) | PAGE 1

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





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1.0 NARRATIVE SUMMARY

1.1 Project & Site Information

Applicant:	Resurgence Brewing Company, LLC
Site Address:	6090-6150 Exchange Lane, Fort Myers, FL 33912
Planning Community:	#15 (South Fort Myers)
Future Land Use:	Future Urban – Intensive Development
Haley Ward Project Number:	2011255.001(21-59)
Site Location:	South of Six Mile Cypress Parkway, and East of Michael G. Rippe Parkway

1.2 Introduction to the Narrative

For clarity purposes, the relevant quoted sections of the Lee County Land Development Code and Lee Plan are in *italics*, and the Haley Ward response/compliance narrative is in **bold**.

1.2.1 Nature of Request & Statement of Intent

The intent of this Application for Planned Development Public Hearing is to rezone the subject parcels at 6090-6150 Exchange Lane, Fort Myers, Florida 33912 from General Commercial District (CG) to Industrial Planned Development (IPD). Specifically, this Narrative is intended to address the requirements put forth in the Lee County Land Development Code (LDC), Chapter 34 (Zoning), ARTICLE IV (Planned Developments), DIVISION 2 (Application and Procedure for Approval), Section 34-373.(a)(5) (Application), which reads as follows:

Lee County, Florida, Land Development Code Chapter 34 – ZONING, ARTICLE IV. - PLANNED DEVELOPMENTS, DIVISION 2. - APPLICATION AND PROCEDURE FOR APPROVAL, Section 34-373. - Application

(a) Minimum required information for planned development zoning applications...

(5) A single narrative explaining the nature of the request and how the property qualifies for the rezoning to a planned development. This narrative should include how the proposed development complies with the Lee Plan and the Land Development Code. This narrative must be utilized by the Board of County Commissioners, Hearing Examiner and staff in establishing a factual basis for the granting or denial of the rezoning.

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

Specifically, this Narrative shows compliance with the Lee Plan – A Vision for 2045 (Chapter I), Future Land Use (Chapter II), and Transportation (Chapter III).



Additionally, this Narrative shows compliance with LDC Zoning Design Standards Requirements (LDC Chapter 34, Division 3, Section 34-411.) as well as the LDC Zoning Planned Development Requirements (LDC Chapter 34, Division 9, Section 34-931. through Section 34-941.) while keeping in mind the LDC Zoning/Hearing decision-making guidelines (LDC Chapter 34, Division 4, Section 34-145.(d)(3), and Section 34-145.(d)(4)).

1.2.2 Qualifications & Justification for Industrial Use Rezoning

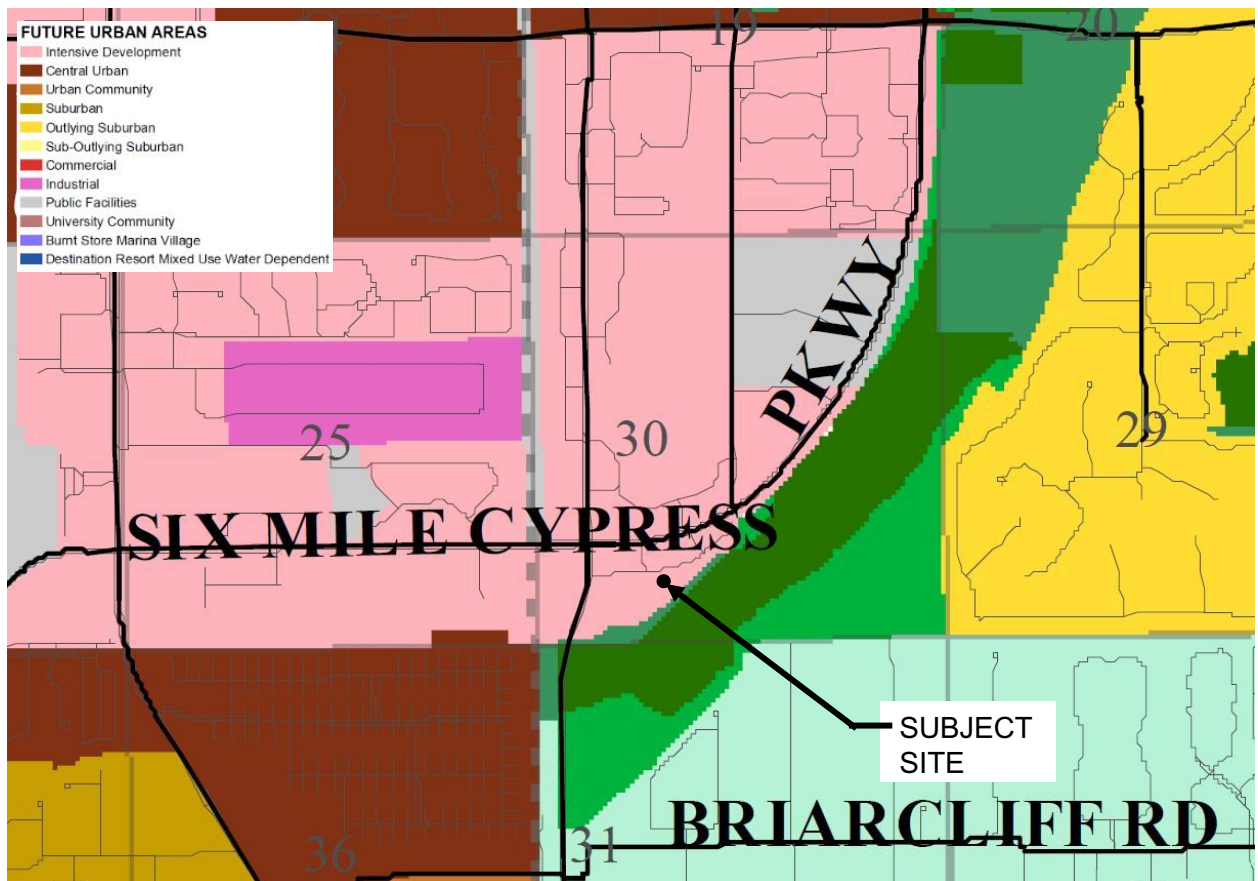
This proposed rezoning will be for the purpose of constructing “Resurgence Brewery & Rock Gym” a multifaceted development including recreational uses, retail uses, manufacturing uses, food & beverage uses, service uses, accessory and subordinate uses, and other uses as described in the schedule of uses included with this narrative. The proposed Industrial Planned Development (IPD) zoning is an allowed zoning within the “Intensive Development” future land use area (Lee Plan Map 1). The subject site is currently zoned as General Commercial District (CG) which does not allow the manufacturing uses associated with the proposed brewery. Hence, this application is submitted.



2.0 COMPLIANCE WITH THE LEE PLAN REQUIREMENTS

2.1 Introduction to the Lee Plan Compliance

The Lee Plan provides an overarching vision for Lee County. The relevant sections for this application can be found in Chapter I, Chapter II / Goals 1, 4, 7, and Chapter III / Goal 37. This section of the Narrative demonstrates compliance and consistency with these relevant parts of the Lee Plan. The site is within the South Fort Myers planning community, and is designated as “Intensive Development” on the Future Land Use Map.





2.2 Lee County – A Vision for 2045 (Chapter I)

2.2.1 Vision Compliance

Chapter I: Vision Statement

The Lee Plan is designed to depict Lee County as it will appear in the year 2045.

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

2.3 Future Land Use (Chapter II)

2.3.1 Goal 1: Future Land Use Map

Maintain and enforce a Future Land Use Map...the proposed distribution, location, and extent of future land uses... in order to protect natural and man-made resources, provide essential services in a cost-effective manner, and discourage urban sprawl...

The proposed development is within the future land use designation that permits the proposed uses and is contiguous with existing similarly zoned properties (CG & CPD).

OBJECTIVE 1.1: FUTURE URBAN AND SUBURBAN AREAS.

POLICY 1.1.2: The Intensive Development future land use category is located along major arterial roads. By virtue of their location, the County's current development patterns, and the available and potential levels of public services, areas with this designation are suited to accommodate high densities and intensities. ...commercial, limited light industrial, and office uses are encouraged to be developed as described in Objective 1.1, where appropriate.

The proposed development, a mixed use IPD with a distinctly commercial flavor, is precisely the type of development encouraged within the Intensive Development Future Land Use.

2.3.2 Goal 2: Growth Management

Goal 2: Growth Management. To provide for an economically feasible plan which coordinates the location and timing of new development...

Objective 2.1: Development Location. Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of service, prevent development patterns where large tracts of land are by-passed in favor of development more distant from the service and existing communities.

The subject site lies on the edge of the developed area of South Fort Myers with all infrastructure being existing and sufficient. The proposed development is centrally located near the intersection of two arterial roadways.



Objective 2.2: Development Timing. Direct new growth to those portions of the Future Urban Areas where adequate public facilities exist or are assured and where compact and contiguous development patterns can be created...

As stated above the subject site is fully served with adequate public facilities. Please refer to the attached Letter of Availability, and Traffic Impact Statement & Traffic Impact Mitigation Plan.

Policy 2.2.1: Rezoning and development-of-regional-impact proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare.

The subject site is well served with all required public facilities/infrastructure and is compatible with the surrounding land uses.

2.3.3 Goal 4: General Development Standards

Pursue or maintain land development regulations which protect the public health, safety and welfare, encourage creative site designs and balance development with service availability and protection of natural resources.

Standard 4.1.1: Water. Any new...industrial development in excess of 30,000 square feet of gross leasable (floor) area per parcel, must connect to a public water system... The developer must provide proof that the prior commitments of the water utility, plus the projected need of the developer, do not exceed the supply and facility capacity of the utility.

The subject site is well served with all required public facilities/infrastructure. Please refer to the attached Letter of Availability.

Standard 4.1.2: Sewer. Any new.... industrial development that generates more than 5,000 gallons of sewage per day, must connect to a sanitary sewer system...

The subject site is well served with all required public facilities/infrastructure. Please refer to the attached Letter of Availability.

Standard 4.1.3: Reuse.

Any development that requires a development order, on a property that is adjacent to public reuse infrastructure with sufficient capacity, must connect to the reuse system for irrigation needs. Any new development that, at build-out, has an anticipated irrigation demand of 50,000 gallons per day, or more, using the Blaney-Criddle method, must connect to a public reuse system for irrigation needs when sufficient capacity and adequate infrastructure is within ¼ mile from any part of the development.

Reuse water is not available for this site. Please refer to the attached Letter of Availability

Standard 4.1.4: Environmental Factors.

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



problems, and proposes means and mechanisms to protect, conserve, or preserve the environmental and natural resources. Ensure that land uses and structures are well integrated, properly oriented, and functionally related to the topographic and natural features of the site. Ensure development minimizes the need for expansion and construction of street and utility improvements.

The subject site is made of disturbed land with no environmentally sensitive areas or relevant existing natural resources. The proposed development will not require an expansion of the currently existing roadway system or any utility improvements.

2.3.4 Goal 7: Industrial Land Uses

To promote opportunities for well-planned industrial development at suitable locations within the county.

OBJECTIVE 7.1: All development approvals for industrial land uses must be consistent with the following policies, the general standards under Goal 4, and other provisions of this plan.

POLICY 7.1.1: In addition to the standards required herein, the following factors apply to industrial rezoning and development order applications:

1. *The development must comply with local, state, and federal air, water, and noise pollution standards.*

The proposed uses of Rock Gym, Brewery, Restaurant, & Bar will have negligible effect on air, noise, and water pollution. Stormwater runoff will be pre-treated via the future sodded swales areas, prior to discharge to the existing master stormwater management system.

2. *When located next to residential areas, industry must not generate noise levels incompatible with the residential development.*

The site has no adjacent residential uses or zonings.

3. *Bulk storage or production of toxic, explosive, or hazardous materials will not be permitted near residential areas.*

The site has no adjacent residential uses or zonings.

4. *Contamination of ground or surface water will not be permitted.*

The proposed uses of Rock Gym, Brewery, Restaurant, & Bar will have negligible effect on water pollution. Non-point-source Stormwater runoff will be pre-treated via future sodded swale system.

5. *Applications for industrial development will be reviewed and evaluated as to:*

a. air emissions (rezoning and development orders);

The brewery (manufacturing) use will not produce any significant air emissions.

b. impact and effect on environmental and natural resources (rezoning and development orders);

No natural resources exist on the site.



c. effect on neighbors and surrounding land use (rezoning);

South and East of the Subject Site lies the Six Mile Cypress Slough Preserve. All proposed development will be placed sixty (60) feet or more from the preserve due to the existing drainage easement.

West of the Subject Site lies vacant commercially zoned lots. North of the Subject Site lies vacant commercially zoned lots across Exchange Lane.

d. impacts on water quality and water needs (rezoning and development orders);

The proposed uses of Rock Gym, Brewery, Restaurant, & Bar will have negligible effect on water pollution. Non-point-source Stormwater runoff will be pre-treated via future sodded swale system.

e. drainage system (development orders);

Stormwater runoff will be pre-treated via future sodded swale system before discharging into the existing master stormwater management system.

f. employment characteristics (rezoning);

The proposed uses of Rock Gym, Brewery, Restaurant, & Bar will provide a diverse employment opportunities.

g. fire and safety (rezoning and development orders);

The proposed development has adequate access and fire truck maneuvering access and will be provided with all required fire hydrants.

h. noise and odor (rezoning and development orders);

The proposed uses of Rock Gym, Brewery, Restaurant, & Bar will have negligible noise and odor impacts on the adjacent properties.

i. buffering and screening....(planned development rezoning and development orders);

The proposed development will provide all required buffers.

j. impacts on transportation facilities and access points (rezoning and development orders);

The proposed development is within a larger commercial subdivision with existing access roadways that have been designed to accommodate the proposed types of traffic generation.

k. access to rail, major thoroughfares, air, and, if applicable, water (rezoning and development orders);

Located just southeast of the intersection of Michael G. Rippe Parkway and Six Mile Cypress Parkway, the proposed development situated for optimal access to major thoroughfares.

l. utility needs (rezoning and development orders); and m. sewage collection and treatment (rezoning and development orders).

Utility services are already available adjacent the site (see the attached Letter of Availability).



POLICY 7.1.2: Industrial developments requiring rezoning and meeting Development of County Impact (DCI) thresholds must be developed as Planned Developments designed to arrange uses as an integrated and cohesive unit in order to:

1. promote compatibility and screening;

The proposed uses are adjacent to existing and future commercial use. Moreover, the proposed development will be provided with the required buffers.

2. reduce dependence on the automobile;

The proposed cohesive development of complementary uses will result in internal trip capture reducing the total number of trips on the adjacent roadways.

3. promote pedestrian movement within the development;

The proposed development is supplied with internal sidewalks for pedestrian movements.

4. utilize joint parking, access and loading facilities;

The proposed uses share parking and loading areas.

5. avoid negative impacts on surrounding land uses and traffic circulation;

The proposed uses will have no adverse impacts on the adjacent land uses and traffic circulation.

6. protect natural resources; and

No natural resources exist on the subject site.

7. provide necessary facilities and services where they are inadequate to serve the proposed use.

All services and facilities are adequate for the proposed use.

POLICY 7.1.3: Industrial land uses must be located in areas appropriate to their special needs and constraints, including, but not limited to, considerations of: topography; choice and flexibility in site selection; access by truck, air, deep water, and rail; commuter access from home-to-work trips; and utilities; greenbelt and other amenities; air and water quality considerations; proximity to supportive and related land uses; and compatibility with neighboring uses.

See responses above under Section 2.3.4.. The site is optimally located for access and is compatible with the adjacent uses.

POLICY 7.1.4: The timing and location of industrial development will be permitted only with the availability and adequacy of existing or planned services and facilities.

All services and facilities are adequate for the proposed use.

POLICY 7.1.5: Permit agriculturally-related industrial uses ...

N/A

POLICY 7.1.6: Land development regulations will require that industrial uses be adequately buffered and screened from adjacent existing or proposed residential areas so as to prevent visual blight and noise pollution.

There are no adjacent residential uses or zonings



POLICY 7.1.7: Industrial development will not be permitted if it allows industrial traffic to travel through predominantly residential areas.

The proposed site has no adjacent residentially zoned or residentially used properties, and access to the site is provided through the adjacent commercially zoned properties.

POLICY 7.1.10: All county actions relating to industrial land uses must be consistent with the goals, objectives, and policies of the Economic element of this Plan.

N/A

2.3.5 Goal 11: Mixed Uses

GOAL 11: MIXED USE. Encourage mixed use developments that integrate multiple land uses, public amenities and utilities at various scales and intensities in order to provide: diversified land development; a variety of housing types; greater connectivity between housing, workplaces, retail businesses, and other destinations; reduced trip lengths; more transportation options; and pedestrian and bicycle-friendly environments.

OBJECTIVE 11.1: MIXED USE DEVELOPMENT. Allow and encourage mixed use development within certain future land use categories and at appropriate locations where sufficient infrastructure exists to support development.

POLICY 11.1.1: Developments located within the Intensive Development....future land use categories that have existing connectivity or can demonstrate that connectivity may be created to adjacent neighborhoods are strongly encouraged to be developed with two or more of the following uses: residential, commercial (including office), and light industrial.

The proposed development, a mixed use IPD with a distinctly commercial flavor, is precisely the type of development encouraged by Goal 11. The proposed uses of Rock Gym, Brewery, Restaurant, & Bar is a cohesive development of complementary uses that will result in internal trip capture reducing the total number of trips on the adjacent roadways and accommodates multiple transportation options.



2.4 Transportation (Chapter III)

2.4.1 Goal 37: Level of Service

GOAL 37: LEVEL OF SERVICE (LOS) STANDARDS. Establish and maintain specified transportation LOS Standards.

OBJECTIVE 37.1: GENERAL STANDARDS. Monitor non-regulatory (LOS) standards in Policy 95.1.3 on county and state transportation facilities within Lee County. Cooperate with municipalities on the facilities maintained by Lee County within the municipalities and with FDOT on state transportation facilities.

POLICY 37.1.1: LOS "E" is the minimum acceptable LOS for principal and minor arterials, and major collectors on county-maintained transportation facilities. LOS standards for the State Highway System during peak travel hours are "D" in urbanized areas and "C" outside urbanized areas.

The proposed uses have negligible impacts to the adjacent roadways. See the attached Traffic Impact Statement & Traffic Impact Mitigation Plan.



3.0 COMPLIANCE WITH LEE COUNTY LAND DEVELOPMENT CODE (LDC)

3.1 Introduction to LDC Compliance

This Section of the Narrative shows compliance with LDC Zoning Design Standards Requirements (LDC Chapter 34, Division 3, Section 34-411) as well as the LDC Zoning Planned Development Requirements (LDC Chapter 34, Division 9, Section 34-931 through Section 34-936) while keeping in mind the LDC Zoning/Hearing decision-making guidelines (LDC Chapter 34, Division 4, Section 34-145.(d)(3), and Section 34-145.(d)(4)).

3.2 Zoning Design Standards Requirements (LDC Section 34-411)

Lee County, Florida - Land Development Code Chapter 34 – ZONING, ARTICLE IV. - PLANNED DEVELOPMENTS, DIVISION 3. - DESIGN STANDARDS, Section 34-411. - General standards

(a) *All planned developments must be consistent with the provisions of the Lee Plan.*

The subject development is consistent with the applicable provisions of the Lee Plan. See preceding Sections.

(b) *Except where specifically suspended or preempted by alternative regulations in this article, or by special conditions adopted to the master concept plan, all general provisions of this chapter apply to all planned developments. All planned developments must be designed and constructed in accordance with the provisions of all applicable County development regulations in force at that time. Deviations from the general provisions of this chapter, as well as from any separate land development regulation or code, may be permitted if requested as part of the application for a planned development in accordance with Section 34-373.(a)(9) and approved by the Board of County Commissioners based on the findings established in section 34-377.(b)(4). Amendments to approved master concept plans may be reviewed pursuant to Section 34-380.*

The subject development will be developed in accordance with the provisions of all applicable county development regulations in force at the time of this application. No deviations are requested as part of this planned development rezoning to Industrial Planned Development (IPD).

(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.*

The subject development minimizes the negative effects of the land use on surrounding properties by situating the proposed mixed use development adjacent to commercial zoned areas. The subject site has the sufficient size to provide all required infrastructure on-site.

(d) *The tract or parcel shall have access to existing or proposed roads:*

(1)In accordance with chapter 10 and as specified in the Lee Plan transportation element;



(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 Lee Plan; and

(3) That provide ingress and egress without requiring site-related industrial traffic to move through predominantly residential areas.

The subject site has access to existing roads with sufficient capacity/level of service. Please refer to the provided Traffic Impact Statement & Traffic Impact Mitigation Plan.

(e) If within the Lee Tran public transit service area, the development shall be designed to facilitate the use of the transit system.

The subject site has frontage along Exchange Lane, a local roadway that is not a Lee Tran route.

(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 development will not create or increase hazards including noise, glare, dust, odor, air, or water pollutants to persons or properties.

(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, historic 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.

The proposed development will not affect the natural, historic or archaeological features of the site, since none are existing.

(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 subject site provides more than the required open space according to the current regulations.

(i) Site planning and design shall minimize any negative impacts of the planned development on surrounding land and land uses.

The subject site does not impact the surrounding properties in any adverse way. All adjacent parcels are vacant and zoned General Commercial.



- (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 subject site is developed in a compatible fashion with the surrounding developments.

- (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 significant 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.*

This element is not applicable.

- (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.*

This element is not applicable.

- (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.*

No conflicting uses within the development are proposed.

- (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 buildings have been designed to provide variety in bulk and mass.

- (o) *Minimum parking and loading requirements are set forth in article VII, divisions 25 and 26, of this chapter. Where 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 the parking area is constructed and maintained so as to prevent erosion of soil. In all cases, sufficient parking must be provided to prevent the spilling over of parking demand onto adjacent properties or rights-of-way at times of peak demand.*

The subject site will be developed to provide the required number of parking spaces. See the attached Master Concept Plan.

- (p) *Internal consistency through sign control, architectural controls, uniform planting schedules and other similar controls is encouraged.*

This element will be handled during the Development Order process.



3.3 Planned Development Specific Compliance (Division 9)

3.3.1 General Planned Development Districts (Section 34-931)

Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE VI. - DISTRICT REGULATIONS, DIVISION 9. - PLANNED DEVELOPMENT DISTRICTS, Section 34-931. – Purpose and intent.

(a) The general purpose and intent of the various planned development districts is set forth in Section 34-612(2). The purpose and intent of specific planned development districts is set forth in subsections (b) through (k) of this Section.

(f) IPD industrial planned development district. (1) The intent of the IPD district is to further the general purpose of planned developments set forth in Section 34-612(2) as it relates to industrial development. (2) The principal use of any industrial planned development is the manufacture of goods and materials, and the storage and wholesale distribution of such goods and materials. However, for the welfare of the public and for the efficiency of the local economic structure, the IPD district permits many services and activities not allowed elsewhere and a limited number of commercial uses intended to serve principally the employees or patrons of businesses within the IPD. (3) In the industrial development land use category, offices and office complexes are only permitted when specifically related to adjoining industrial use(s). Prior to issuance of any local development order, the developer must record covenants and restrictions for the property that limit any office uses to those that are specifically related to adjoining industrial uses consistent with Policy 1.1.7 of the Lee County Comprehensive Plan.

Acknowledged. The proposed IPD will have a coordinated mix of commercial and industrial uses. The brewery use requires industrial zoning.

3.3.2 Land Use in Planned Development Districts (Section 34-932)

Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE VI. - DISTRICT REGULATIONS, DIVISION 9. - PLANNED DEVELOPMENT DISTRICTS, Section 34-932. - Regulation of land use in planned developments.

(a) All uses of land, water and structures permitted in a planned development are subject to the general requirements for planned developments, an adopted master concept plan and various special conditions, as required.

Acknowledged. Please refer to the Master Concept Plan provided.

(b) Special conditions may be formulated and applied to address unique aspects of the parcel in the protection of a bona fide public interest. The source of such restrictions may include good planning practice as well as those specifications set forth in the application documents, policy and standards set forth in the Lee Plan.

No special conditions are warranted.

(c) All special conditions must be reasonably related to the proposed development and to any reasonably expected impacts on public services and facilities and the public safety, health and general welfare. Such special conditions should be pertinent to the mitigation of these impacts. All conditions must be adopted as part of the zoning resolution and as an appendix to the approved master concept plan, engineered mine site plan set, or regulating plan that governs the planned development.

No special conditions are warranted.

(d) The standards for use and development of a planned development will be set forth in the zoning or MEPD resolution and its attachments, and, unless modified through the schedule of deviations, where applicable (see Section 34-412) or as provided in



Chapter 32, such standards may not be less restrictive than the minimum standards set forth elsewhere in this chapter, Chapter 12, or other applicable development regulations.

Acknowledged. Please refer to this narrative and the provided documentation for compliance to all applicable standards.

- (e) Areas devoted to various uses must be designated on the concept plan or mine site plan set. The application for a planned development must include a schedule detailing the uses desired, identifying such uses by citing the enumerated uses of one or more conventional zoning districts, use activity groups (Section 34-622), and defined uses (Section 34-2).

Please see the Schedule of Proposed Uses shown on the Master Concept Plan.

3.3.3 Permitted Uses & Use Regulations (Sections 34-933 & 34-934)

Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE VI. - DISTRICT REGULATIONS, DIVISION 9. - PLANNED DEVELOPMENT DISTRICTS, Section 34-933. - Permitted uses.

Except in the MEPD and PRFPD districts, or where otherwise specifically indicated to the contrary, the uses listed in Section 34-934, pertaining to use regulations for planned development districts, may be permitted in the indicated districts when consistent with the goals, objectives and policies of the Lee Plan for the land use category in which the property is located, and when approved on the enumerated documentation of the master concept plan. Uses that are not specifically listed in Section 34-934. may also be permitted if, in the opinion of the Director, they are substantially similar to a listed permitted use.

The proposed uses are permitted within CPD or IPD zoning; however, Lee County Staff recommended proceeding through the Industrial Planned Development (IPD) process for this particular combination of uses.

3.3.4 Development Regulations (Sections 34-935 & 34-936)

Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE VI. - DISTRICT REGULATIONS, DIVISION 9. - PLANNED DEVELOPMENT DISTRICTS, Section 34-935. - Property development regulations.

- (a) Minimum area for planned developments.

Acknowledged. Please refer to the Property Development Regulations table provided.

- (b) Minimum setbacks of structures and buildings from development perimeter boundaries.

Acknowledged. Please refer to the Property Development Regulations table provided.

- (c) Uses permitted within required perimeter setback. Street stubs required by Chapter 10, bikeways and pedestrian walks, sidewalks, jogging and equestrian paths, and park furniture, including gazebos and picnic shelters, are permitted within required perimeter setbacks.

Acknowledged.



(e) *Minimum lot size, dimensions and setbacks.*

Acknowledged. Please refer to the Master Concept Plan provided.

(f) *Height of buildings.*

(1) *Except as restricted by Section 34-2175., height of buildings in all other planned developments will vary in accordance with the land use classification of the subject property according to the Lee Plan land use plan map as follows:*

(2) *In the suburban, outlying suburban and rural land use categories and in any other land use category in which a planned development is appropriate, buildings may be as tall as 45 feet above minimum flood elevation with no more than three habitable stories...*

Single story structures are proposed. See the attached Property Development Regulations table.

(g) *Open space. See Section 34-414(a) for definitions pertaining to open space.*

(4) *Industrial planned developments.*

b. *In IPD districts, where the principal uses are open, area extensive, or productive of various noxious spillovers such as dust, odors, glare, noise and vibration and visual blight, the open space requirement shall be concentrated at the perimeter and used mainly for buffering, screening and landscaping.*

Acknowledged. See the Master Concept Plan for this information.

Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE VI. - DISTRICT REGULATIONS, DIVISION 9. - PLANNED DEVELOPMENT DISTRICTS, Section 34-936. - General conditions for all land uses.

(a) *Compliance with use restrictions. Only those land uses enumerated in the documentation to the master concept plan are permitted in a planned development. The conditions of approval in the applicable zoning resolution shall be incorporated into covenants, restrictions and rules of operation binding on the developer, his successors and heirs, tenants-in-fee or leasehold.*

Acknowledged. Please refer to the Master Concept Plan provided.

(b) *Parking. Unless governed by alternative standards established by special conditions or by chapter 32, parking for any use in this planned development will be governed by article VII, division 26, of this chapter in accordance with the actual use.*

Acknowledged. Please refer to the parking calculations shown on the Master Concept Plan provided.

(c) *Signs. Signage for any use in a planned development, not otherwise governed by special conditions, shall be controlled by general sign regulations currently in force.*

Acknowledged.

(d) *Sale of alcoholic beverages. Package sales and sale of alcoholic beverages for on-premises consumption shall be governed by the provisions of article VII, division 5, of this chapter and other special conditions set forth at the time of planned development approval.*

Acknowledged.

(e) *Outdoor display of goods. Except in RPD and MHPD developments, all open display of goods for sale shall be set back from public rights-of-way no less than 25 feet. In the*



RPD and MHPD districts, the outdoor display or storage of goods for retail sale is prohibited.

This element is not applicable.

- (f) *Outdoor storage of goods. Any and all storage of retail or wholesale goods shall be enclosed by a wall or opaque fence or solid hedge, not less than six feet in height, or otherwise completely visually buffered.*

This element is not applicable.

- (g) *Lighting. Lighting of the exterior and parking areas of the planned development uses shall be of the lowest intensity and energy use adequate for its purpose and shall not create conditions of glare outside the area designated for commercial uses.*

Acknowledged.

- (h) *Bikeways and pedestrian ways. Unless governed by alternative standards established by special conditions, bicycle paths and pedestrian ways must be located and constructed in accordance with the requirements set forth in chapter 10.*

Acknowledged.

3.4 Zoning/Hearing Specific Compliance (Section 34-145)

3.4.1 Zoning Considerations Compliance (Section 34-145.(d)(3))

Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE II. - ADMINISTRATION, DIVISION 4. - HEARING EXAMINER, Section 34-145. - Functions and authority.

(d) Zoning Matters.

(3) Considerations. In reaching a decision, the Hearing Examiner must consider the following:

- a. *Testimony and evidence from the Applicant;*

Please see this Narrative.

- b. *Testimony and evidence from Staff, including the Staff Report and attachments;*

Forthcoming.

- c. *Testimony and evidence from participants;*

Forthcoming.

- d. *The Lee Plan;*

Acknowledged. Please see this Narrative.

- e. *This Code; and*

Acknowledged. Please see this Narrative.

- f. *Applicable regulations.*

Acknowledged. Please see this Narrative.



3.4.2 Rezoning Compliance (Section 34-145.(d)(4)a)

Lee County, Florida - Land Development Code, Chapter 34 – ZONING, ARTICLE II. - ADMINISTRATION, DIVISION 4. - HEARING EXAMINER, Section 34-145. - Functions

(d) Zoning Matters

(4) Findings/review criteria.

a. Before recommending approval for:

(1) Rezoning. The Hearing Examiner must find the request:

a. Complies with the Lee Plan;

The proposed development meets or exceeds all applicable Lee Plan Goals, Policies, and Objectives. See Narrative above.

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

The proposed development meets both applicable Chapters 10 & 34 regulations. See Narrative above.

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

The proposed development will create the best fit for the subject site, being adjacent to existing commercial zoned properties and near two major arterial roadways intersection.

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

The proposed development is already served with sufficient access through the existing subdivision roadway system.

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

The proposed development does not abut any major roadways and has existing access through the existing subdivision roadway system.

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

The subject site is made of disturbed vacant land with no environmentally sensitive areas or existing natural resources.

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

The subject site is already served by public water & sewer systems, and a public network of roadways.

(2) Planned Development Rezoning. The Hearing Examiner must also find:

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

The proposed mix of uses is compatible with the adjacent uses.

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

Acknowledged.



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

Not Applicable.

- d. *Compact PD in Southeast Lee County.*

No compact development is planned. Not Applicable.

- e. *Mine excavation planned development.*

No mining is proposed. Not Applicable.



HALEY WARD

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4.0 NARRATIVE CONCLUSION

4.1 Summary of Request & Intent

The intent of this Application for Planned Development Public Hearing is to rezone the subject parcel at 6090-6150 Exchange Lane, Fort Myers, Florida 33912 from General Commercial (CG) to Industrial Planned Development (IPD).

Specifically, this Narrative is intended to address the requirements put forth in the Lee County Land Development Code (LDC), Chapter 34 (Zoning), ARTICLE IV (Planned Developments), DIVISION 2 (Application and Procedure for Approval), Section 34-373.(a)(5) (Application Narrative).

4.2 Summary of Qualifications for Rezoning

This proposed rezoning will be for the purpose of constructing a mixed use Brewery, Restaurant, Rock Gym, & Bar, along with parking, and circulation areas. The proposed Industrial Planned Development (IPD) zoning is an allowed zoning within the “Intensive Development” future land use area (Lee Plan Map 1).

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

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

4.3 Compliance Summary & Request of Consideration

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

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

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





SCHEDULE OF PROPOSED USES:

- Recreational Facilities, Commercial (LDC 34-622(c) (38) Groups I, III & IV)
- Cultural Facilities (LDC 34-622(c) (10))
- Studios (LDC 34-622(c) (49))
- Food Stores (LDC 34-622(c) (16) Group I)
- Specialty Retail Shops (LDC 34-622(c) (47) Groups I, II, & IV)
- Hobby, Toy and Game Shops (LDC 34-622(c) (21))
- Used Merchandise Stores (LDC 34-622(c) (54) Group I)
- Food and Kindred Products, Manufacturing (LDC 34-622(c) (15) Groups I, II, & III)
- Chemical and Allied Products, Manufacturing (LDC 34-622(c) (6) Group II)
- Novelty, Jewelry, Toys, and Signs
 - Manufacturing (LDC 34-622(c) (29) Groups I, II, & III)
- Printing & Publishing (LDC 34-622(c) (36))
- Stone, Clay, Glass, and Concrete Products
 - Manufacturing (LDC 34-622(c) (48) Groups I & IV)
- Restaurants (LDC 34-622(c) (43) Groups I, II & III & IV)
- Bar Or Cocktail Lounge (LDC 34-934 & 34-1263 & 1264)
- Consumption On Premises (C.O.P.) (LDC 34-1264)
- Outdoor Seating C.O.P. (LDC 34-1264)
- Transportation Services (LDC 34-622(c) (53) Groups II & III)
- Business Services (LDC 34-622(c) (5) Group I)
- Administrative Offices (LDC 34-2 & 34-934)
- Personal Services (LDC 34-622(c) (33) Group I, II, & IV)
- Commercial Schools (LDC 34-622(c) (45))
- Social Services (LDC 34-622(c) (46) Groups I & II)
- Subordinate Uses (LDC 34-3023)
- Accessory Uses, Buildings, and Structures (LDC 34-1171 To 34-1176)
- Essential Services and Facilities (LDC 34-1611)
- Essential Service Facilities (LDC 34-622(c) (13) Groups I, II, & III)
- Excavation, Water Retention (LDC 34-1651(d))
- Parking (LDC 34-2015 To 34-2019)
- Fences, Walls (LDC 34-1741 To 34-1747)
- Signs (LDC 30-6)
- Temporary Uses (LDC 34-3041 & 34-3044)
- Outdoor Lighting (LDC 34-624 & 34-625)
- Banks and Financial Establishments (LDC 34-622(c) (3) Group I & II)

Schedule of Proposed Uses | 03.31.2022 | 2011255.001(21-59)



13041 McGregor Boulevard, Fort Myers, FL 33919
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PROPERTY DEVELOPMENT REGULATIONS

- Minimum Lot Area = 8.00 Acres
- Minimum Lot Width = 100 Feet
- Minimum Lot Depth = 100 Feet
- Minimum Street Setback = 25 Feet
- Minimum Side Setback = 25 Feet
- Minimum Rear Setback = 25 Feet
- Maximum Lot Coverage = 40%
- Maximum Building Height at Setback = 45 Feet





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Traffic Impact Statement & Traffic Impact Mitigation Plan

Resurgence Brewery & Rock Gym

Haley Ward Project Number 2011255.001(21-59)

Introduction

The following Traffic Impact Statement and Traffic Impact Mitigation Plan corresponds with Resurgence Brewery and Rock Gym, a development which will consist of a mixed use Industrial Planned Development consisting of a Rock Gym (LUC 434), a Restaurant (LUC 930), Brewery (LUC 140), Bar (LUC 975), and a small retail space (LUC 899) associated with the brewery.

The proposed development includes all associated parking, drainage, utilities, landscaping and signage. The site is located south of Six Mile Cypress Parkway (public arterial road) and east of Michael G. Rippe Parkway (public arterial road). The site access is by way of Exchange Lane (public local road) with four proposed driveway connection locations.

Each of the proposed uses is considered in this traffic analysis. All traffic analysis in this report are based upon the Institute of Transportation Engineers, Trip Generation Manual, 11th Edition, which is currently used to estimate traffic volume as required by Lee County Land Development Code.

Assumptions

1. Basis of design is the Institute of Transportation Engineers, Trip Generation Manual, 11th Edition, as required by Lee County Land Development Code.
2. Traffic distribution will be reflective of the configuration of the adjacent roadways. Trip distribution has been determined using route distributions via OTISS PRO software.

Traffic & Trip Generation Calculations

Please see Appendix A (attached) for tables, equations, and calculations for deriving the traffic generation results found below.

Please see Appendix B (attached) for the site location map, Master Concept Plan, and traffic distribution sketch.

Please see Appendix C (attached) for the existing roadway data and other supporting documents.





Traffic & Trip Generation Results

Project Impacts:

The governing (worst-case) traffic for the new traffic generated by the proposed development occurs on a **Weekday Peak Hour of Adjacent Traffic**, with **94 entering trips** and **74 exiting trips** and a **total of 168 trip ends**.

The worst-case primary or diverted trip count of **168 total trip ends** occurring on a **Weekday Peak Hour of Adjacent Traffic (WK- PAT - PM)**, at peak adjacent hour is less than 300, and warrants a **“Traffic Impact Statement providing information regarding the development’s traffic generation and impacts at the development’s access points onto the adjacent street system”**, and not an assessment of the “impact on the surrounding road system”, according to Section 10-286. of the Lee County Land Development Code.

Turn Lane Analysis:

The results of the turn lane analysis do not warrant the construction of any off-site roadway improvements at the access points to Exchange Lane.

See the turn lane warrant form attached.

Link Analysis for Six Mile Cypress Parkway (Public Arterial):

According to the Public Facilities Level of Service and Concurrency 2021 Report, for Six Mile Cypress Parkway between Metro Parkway & Daniels Parkway, the 2020 100th highest hour directional traffic is **1,481 v.p.h. (LOS “B”)**. Based on a projected buildout in 2024, the future 100th highest peak hour directional flow (year 2024 background traffic) along Six Mile Cypress Parkway is **1,556 v.p.h. (LOS “B”)**.

The worst-case new directional primary traffic generated by the proposed development is **94 v.p.h**

Thus, the projected post-development (2024) directional peak season, peak hour volume is **1,556+ 94 = 1,650 v.p.h.**, which is still below the capacity limit of 1,740 v.p.h. for LOS B as shown in the Link Specific Volumes on Arterials table page 5. **Hence, no roadway link improvements are required as a result of the proposed development.**



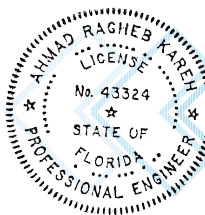


Conclusion

This Traffic Impact Statement and Traffic Impact Mitigation Plan corresponds with Resurgence Brewery and Rock Gym, a development which will consist of a mixed use Industrial Planned Development consisting of a Rock Gym (LUC 434), a Restaurant (LUC 930), Brewery (LUC 140), Bar (LUC 975), and a small retail space (LUC 899) associated with the brewery. The proposed development includes all associated parking, drainage, utilities, landscaping and signage. The site is located south of Six Mile Cypress Parkway (public arterial road) and east of Michael G. Rippe Parkway (public arterial road). The site access is by way of Exchange Lane (public local road) with four proposed driveway connection locations.

Based on our traffic analysis, we have concluded that this project:

1. Requires a Traffic Impact Statement involving the adjacent street system (provided by this report and its attachments).
2. Does not warrant the construction of any off-site roadway improvements at any access points.
3. Does not require roadway link improvements.



cn=Ahmad R. Kareh, State of Florida, Professional Engineer, License No. 43324, o=Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies., ou=This item has been digitally signed and sealed by Ahmad R. Kareh on the date indicated here., email=akareh@cesincusa.com, c=US 2022.03.18 11:30:04 -04'00'

March 18, 2022

Ahmad R. Kareh, P.E., M.S.C.E.
Florida License Number 43324

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**Traffic Impact Statement
&
Traffic Impact Mitigation Plan**

APPENDIX A

~ CALCULATIONS & TABLES ~

Turn Lane Analysis Using the AC-11-4 Turn Lane Policy

For Exchange Lane (Public Local Road)

Speed Limit = 30 mph; 12 enter left, 12 enter right, 10 exit left, 9 exit right

<u>Local Street Warrant Criteria Description</u>	<u>Proposed Value(s)</u>	<u>Warrant</u>
Deceleration and Left Turn Lanes		
Left Turn Lane for Entering left turn traffic from Local Street		
Posted speed limit of the arterial street $\geq$ 30 mph and the peak hour left movement is $\geq$ 60	30mph & 12 vph	--
Two-way peak season, peak hour through volume > 500 & the number of entering left turning movements is $\geq$ 60	0 vph & 12 vph	--
Available Sight Distance is less than 200' ?	500'	--
Traffic control of the access point connection is a traffic signal.	NO	--
Left turn lane for entering traffic		NOT REQUIRED
Left Turn Lane for Exiting left turn traffic from site to Local Street		
The posted speed limit $\geq$ 30 m.p.h.	30mph	X
The number of P.A.T. left turning movements from the access driveway $\geq$ 90	10 vph	--
Traffic control of the access point connection is a traffic signal.	NO	--
Left turn lane for exiting traffic		NOT REQUIRED
Deceleration and Right Turn Lanes		
Right Turn Lane for Entering right turn traffic from Local Street		
The posted speed limit $\geq$ 30 m.p.h.	30mph	X
The number of P.A.T. entering right turning movements $\geq$ 60	12 vph	--
Available Sight Distance is less than 200' ?	500'	--
Traffic control of the access point connection is a traffic signal.	NO	--
Right turn lane for entering traffic		NOT REQUIRED
Right Turn Lane for Exiting Right turn traffic from site to Local Street		
The posted speed limit $\geq$ 30 m.p.h.	30mph	X
The number of P.A.T. exiting right turning movements from the access driveway $\geq$ 120	9 vph	--
Traffic control of the access point connection is a traffic signal.	NO	--
Right turn lane for exiting traffic		NOT REQUIRED

LINK ANALYSIS

DIRECTIONAL GROWTH ANALYSIS (CONCURRENCY REPORT):

ROADWAY SEGMENT DESIGNATION:

Six Mile Cypress Parkway from Metro Parkway to Daniels Parkway

CURRENT 100TH HIGHEST HOUR DIRECTIONAL TRAFFIC VOLUME 1,481 VPH

FUTURE 100TH HIGHEST HOUR DIRECTIONAL TRAFFIC VOLUME 1,556 VPH

PROJECTED BACKGROUND V.P.H. **1,556 VPH**

PROJECT NEW DIRECTIONAL TRAFFIC **94 TRIPS**

PROJECTED POST DEVELOPMENT LEVEL OF SERVICE 1,650 VPH

LEVEL OF SERVICE ANALYSIS

LEVEL OF SERVICE SECTION:

Six Mile Cypress Parkway from Metro Parkway to Daniels Parkway

EXISTING LEVEL OF SERVICE B (0 v.p.h - 1,740 v.p.h.)

FUTURE PRE-DEVELOPMENT LEVEL OF SERVICE B (0 v.p.h - 1,740 v.p.h.)

FUTURE POST-DEVELOPMENT LEVEL OF SERVICE B (0 v.p.h - 1,740 v.p.h.)

Scenario - 1

Scenario Name: PM-PAT

User Group:

Dev. phase: 1

No. of Years to 2

Project Traffic :

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
					Rate/Equation	Split%	Split%	
434 - Rock Climbing Gym	General	1000 Sq. Ft. GFA	23.37	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	22	16	38
Data Source: Trip Generation Manual, 11th	Urban/Suburban				1.64	57%	43%	
930 - Fast Casual Restaurant	General	1000 Sq. Ft. GFA	4.94	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	40	33	73
Data Source: Trip Generation Manual, 11th	Urban/Suburban				T = 17.96(X) - 15.94	55%	45%	
140 - Manufacturing	General	1000 Sq. Ft. GFA	5.65	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	0	0	0
Data Source: Trip Generation Manual, 11th	Urban/Suburban				T = 0.87(X) - 17.50	31%	69%	
975 - Drinking Place	General	1000 Sq. Ft. GFA	0.84	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Average	6	3	9
Data Source: Trip Generation Manual, 11th	Urban/Suburban				11.36	66%	34%	
899 - Liquor Store	General	1000 Sq. Ft. GFA	0.27	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LOG)	13	13	26
Data Source: Trip Generation Manual, 11th	Urban/Suburban				Ln(T) = 0.47Ln(X) + 3.91	50%	50%	
930(1) - Fast Casual Restaurant	General	1000 Sq. Ft. GFA	3.34	Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	Best Fit (LIN)	24	20	44
Data Source: Trip Generation Manual, 11th	Urban/Suburban				T = 17.96(X) - 15.94	55%	45%	

VEHICLE TO PERSON TRIP CONVERSION**BASELINE SITE VEHICLE CHARACTERISTICS:**

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
434 - Rock Climbing Gym	100	100	1	1	57	43
930 - Fast Casual Restaurant	100	100	1	1	55	45
140 - Manufacturing	100	100	1.3	1.3	31	69
975 - Drinking Place	100	100	1	1	66	34
899 - Liquor Store	100	100	1	1	50	50
930(1) - Fast Casual Restaurant	100	100	1	1	55	45

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
434 - Rock Climbing Gym	22	16	0	0	22	16
	38		0		38	
930 - Fast Casual Restaurant	40	33	0	0	40	33
	73		0		73	
140 - Manufacturing	0	0	0	0	0	0
	0		0		0	
975 - Drinking Place	6	3	0	0	6	3
	9		0		9	
899 - Liquor Store	13	13	0	0	13	13
	26		0		26	
930(1) - Fast Casual Restaurant	24	20	0	0	24	20
	44		0		44	

VEHICLE TRIPS AFTER MULTI-MODAL ADJUSTMENT

MODE SHARE:

Land Use	Personal Passenger Vehicle		Truck		Other Modes	
	Entry (%)	Exit (%)	Entry (%)	Exit (%)	Entry (%)	Exit (%)
434 - Rock Climbing Gym	100%	100%	0%	0%	0%	0%
930 - Fast Casual Restaurant	100%	100%	0%	0%	0%	0%
140 - Manufacturing	100%	100%	0%	0%	0%	0%
975 - Drinking Place	100%	100%	0%	0%	0%	0%
899 - Liquor Store	100%	100%	0%	0%	0%	0%
930(1) - Fast Casual Restaurant	100%	100%	0%	0%	0%	0%

OCCUPANCY:

Land Use	Vehicle	
	Entry	Exit
434 - Rock Climbing Gym	1.00	1.00
930 - Fast Casual Restaurant	1.00	1.00
140 - Manufacturing	1.00	1.00
975 - Drinking Place	1.00	1.00
899 - Liquor Store	1.00	1.00
930(1) - Fast Casual Restaurant	1.00	1.00

ADJUSTED VEHICLE TRIPS:

Land Use	Entry				Exit			
	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips	Person Trips	Vehicle Mode Share (%)	Vehicle Occupancy	Vehical Trips
434 - Rock Climbing Gym	22	100%	1.00	22	16	100%	1.00	16
930 - Fast Casual Restaurant	40	100%	1.00	40	33	100%	1.00	33
140 - Manufacturing	0	100%	1.00	0	0	100%	1.00	0
975 - Drinking Place	6	100%	1.00	6	3	100%	1.00	3
899 - Liquor Store	13	100%	1.00	13	13	100%	1.00	13
930(1) - Fast Casual Restaurant	24	100%	1.00	24	20	100%	1.00	20

INTERNAL VEHICLE TRIP REDUCTION**LAND USE GROUP ASSIGNMENT:**

Land Use	Land Use Group
434 - Rock Climbing Gym	Cinema
930 - Fast Casual Restaurant	Resturant
140 - Manufacturing	Others
975 - Drinking Place	Resturant
899 - Liquor Store	Retail
930(1) - Fast Casual Restaurant	Resturant

BALANCED PERSON TRIPS:

434 - Rock Climbing Gym					930 - Fast Casual Restaurant				
Persons Exit	PAF	UIPTC	Unconstrained	====> BALANCED ==>==	Unconstrained Demand	UIPTC	PAF	Persons Entry	
16	1	10.3333333333333	2	0	0	1	1	40	
Persons Entry	PAF	UIPTC	Unconstrained	<==< BALANCED <==<	Unconstrained Demand	UIPTC	PAF	Persons Exit	
22	1	10.6666666666666	2	1	1	2.66666666666665	1	33	
434 - Rock Climbing Gym					140 - Manufacturing				
Persons Exit	PAF	UIPTC	Unconstrained	====> BALANCED ==>==	Unconstrained Demand	UIPTC	PAF	Persons Entry	
16	1	0	0	0	0	0	1	0	
Persons Entry	PAF	UIPTC	Unconstrained	<==< BALANCED <==<	Unconstrained Demand	UIPTC	PAF	Persons Exit	
22	1	0	0	0	0	0	1	0	
434 - Rock Climbing Gym					975 - Drinking Place				
Persons Exit	PAF	UIPTC	Unconstrained	====> BALANCED ==>==	Unconstrained Demand	UIPTC	PAF	Persons Entry	

16	1	10.33333333333333	2	0	0	1	1	6
Persons Exit	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
22	1	10.66666666666666	2	0	0	2.666666666666665	1	3
434 - Rock Climbing Gym				899 - Liquor Store				
Persons Exit	PAF	UIPTC	Unconstrained	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
16	1	21	3	1	1	4	1	13
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
22	1	26	6	1	1	4	1	13
434 - Rock Climbing Gym				930(1) - Fast Casual Restaurant				
Persons Exit	PAF	UIPTC	Unconstrained	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
16	1	10.33333333333333	2	0	0	1	1	24
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
22	1	10.66666666666666	2	1	1	2.666666666666665	1	20
930 - Fast Casual Restaurant				140 - Manufacturing				
Persons Exit	PAF	UIPTC	Unconstrained	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
33	1	0	0	0	0	0	1	0
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
40	1	0	0	0	0	0	1	0
930 - Fast Casual Restaurant				975 - Drinking Place				
Persons Exit	PAF	UIPTC	Unconstrained	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
33	1	0	0	0	0	0	1	6
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
40	1	0	0	0	0	0	1	3
930 - Fast Casual Restaurant				899 - Liquor Store				
Persons Exit	PAF	UIPTC	Unconstrained	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
33	1	13.66666666666666	4	2	2	16.666666666666668	1	13
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
40	1	9.666666666666666	4	1	1	9.666666666666666	1	13
930 - Fast Casual Restaurant				930(1) - Fast Casual Restaurant				
Persons Exit	PAF	UIPTC	Unconstrained	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
33	1	0	0	0	0	0	1	24
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
40	1	0	0	0	0	0	1	20
140 - Manufacturing				975 - Drinking Place				
Persons Exit	PAF	UIPTC	Unconstrained Demand	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
0	1	0	0	0	0	0	1	6
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
0	1	0	0	0	0	0	1	3
140 - Manufacturing				899 - Liquor Store				
Persons Exit	PAF	UIPTC	Unconstrained	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
0	1	0	0	0	0	0	1	13
Persons Entry	PAF	UIPTC	Unconstrained Demand	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
0	1	0	0	0	0	0	1	13
140 - Manufacturing				930(1) - Fast Casual Restaurant				
Persons Exit	PAF	UIPTC	Unconstrained	==>>> BALANCED ==>>>	Unconstrained Demand	UIPTC	PAF	Persons Entry
0	1	0	0	0	0	0	1	24
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit
0	1	0	0	0	0	0	1	13

0	1	0	0	0	0	0	0	1	20
975 - Drinking Place						899 - Liquor Store			
Persons Exit	PAF	UIPTC	Unconstrained	====> BALANCED ==>==	Unconstrained Demand	UIPTC	PAF	Persons Entry	
3	1	13.666666666666666	0	0	2	16.666666666666668	1	13	
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit	
6	1	9.666666666666666	1	1	1	9.666666666666666	1	13	
975 - Drinking Place						930(1) - Fast Casual Restaurant			
Persons Exit	PAF	UIPTC	Unconstrained Demand	====> BALANCED ==>==	Unconstrained Demand	UIPTC	PAF	Persons Entry	
3	1	0	0	0	0	0	1	24	
Persons Entry	PAF	UIPTC	Unconstrained	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit	
6	1	0	0	0	0	0	1	20	
899 - Liquor Store						930(1) - Fast Casual Restaurant			
Persons Exit	PAF	UIPTC	Unconstrained Demand	====> BALANCED ==>==	Unconstrained Demand	UIPTC	PAF	Persons Entry	
13	1	9.666666666666666	1	1	2	9.666666666666666	1	24	
Persons Entry	PAF	UIPTC	Unconstrained Demand	<<<== BALANCED <<<==	Unconstrained Demand	UIPTC	PAF	Persons Exit	
13	1	16.666666666666666	2	2	3	13.666666666666666	1	20	

INTERNAL PERSON TRIPS:**434 - Rock Climbing Gym**

Internal Person Trips From	Entry	Exit	Total
930 - Fast Casual Restaurant	1	0	1
140 - Manufacturing	0	0	0
975 - Drinking Place	0	0	0
899 - Liquor Store	1	1	1
930(1) - Fast Casual Restaurant	1	0	1
Total Internal Person Trips	3	1	4

930 - Fast Casual Restaurant

Internal Person Trips From	Entry	Exit	Total
434 - Rock Climbing Gym	0	1	1
140 - Manufacturing	0	0	0
975 - Drinking Place	0	0	0
899 - Liquor Store	1	2	4
930(1) - Fast Casual Restaurant	0	0	0
Total Internal Person Trips	1	3	4

140 - Manufacturing

Internal Person Trips From	Entry	Exit	Total
434 - Rock Climbing Gym	0	0	0
930 - Fast Casual Restaurant	0	0	0
975 - Drinking Place	0	0	0
899 - Liquor Store	0	0	0
930(1) - Fast Casual Restaurant	0	0	0
Total Internal Person Trips	0	0	0

975 - Drinking Place

Internal Person Trips From	Entry	Exit	Total
434 - Rock Climbing Gym	0	0	0
930 - Fast Casual Restaurant	0	0	0
140 - Manufacturing	0	0	0

899 - Liquor Store	1	0	1
930(1) - Fast Casual Restaurant	0	0	0
Total Internal Person Trips	1	0	1

899 - Liquor Store

Internal Person Trips From	Entry	Exit	Total
434 - Rock Climbing Gym	1	1	1
930 - Fast Casual Restaurant	2	1	4
140 - Manufacturing	0	0	0
975 - Drinking Place	0	1	1
930(1) - Fast Casual Restaurant	2	1	4
Total Internal Person Trips	5	4	9

930(1) - Fast Casual Restaurant

Internal Person Trips From	Entry	Exit	Total
434 - Rock Climbing Gym	0	1	1
930 - Fast Casual Restaurant	0	0	0
140 - Manufacturing	0	0	0
975 - Drinking Place	0	0	0
899 - Liquor Store	1	2	4
Total Internal Person Trips	1	3	4

INTERNAL VEHICLE TRIPS AND CAPTURE:**434 - Rock Climbing Gym**

Total Internal Person Trips	3	1	4
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	3	1	4
Total External Vehicle Trips	19	15	34
Internal Vehicle Trip Capture	14%	6%	11%

930 - Fast Casual Restaurant

Total Internal Person Trips	1	3	4
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	1	3	4
Total External Vehicle Trips	39	30	69
Internal Vehicle Trip Capture	2%	9%	5%

140 - Manufacturing

Total Internal Person Trips	0	0	0
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	0	0	0
Total External Vehicle Trips	0	0	0
Internal Vehicle Trip Capture	0%	0%	0%

975 - Drinking Place

Total Internal Person Trips	1	0	1
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	1	0	1
Total External Vehicle Trips	5	3	8
Internal Vehicle Trip Capture	17%	0%	11%

899 - Liquor Store

Total Internal Person Trips	5	4	9
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	5	4	9
Total External Vehicle Trips	8	9	17
Internal Vehicle Trip Capture	38%	31%	35%

930(1) - Fast Casual Restaurant

Total Internal Person Trips	1	3	4
Vehicle Mode Share	100%	100%	-
Vehicle Occupancy	1.00	1.00	-
Total Vehicle Internal Trips	1	3	4
Total External Vehicle Trips	23	17	40
Internal Vehicle Trip Capture	4%	15%	9%

PASS-BY VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Pass-by Vehicle Trip %		Pass-by Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
434 - Rock Climbing Gym	19	15	0.00%	0.00%	0	0
930 - Fast Casual Restaurant	39	30	0.00%	0.00%	0	0
140 - Manufacturing	0	0	0.00%	0.00%	0	0
975 - Drinking Place	5	3	0.00%	0.00%	0	0
899 - Liquor Store	8	9	0.00%	0.00%	0	0
930(1) - Fast Casual Restaurant	23	17	0.00%	0.00%	0	0

DIVERTED VEHICLE TRIP REDUCTION

Land Use	External Vehicle Trips		Diverted Vehicle Trip %		Diverted Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
434 - Rock Climbing Gym	19	15	0.00%	0.00%	0	0
930 - Fast Casual Restaurant	39	30	0.00%	0.00%	0	0
140 - Manufacturing	0	0	0.00%	0.00%	0	0
975 - Drinking Place	5	3	0.00%	0.00%	0	0
899 - Liquor Store	8	9	0.00%	0.00%	0	0
930(1) - Fast Casual Restaurant	23	17	0.00%	0.00%	0	0

EXTRA VEHICLE TRIP REDUCTION

Land Use	(External - (Pass-by + Diverted)) Vehicle Trips		Extra Vehicle Trip Reduction %		Extra Reduced Vehicle Trips	
	Entry	Exit	Entry (%)	Exit (%)	Entry	Exit
434 - Rock Climbing Gym	19	15	0.00%	0.00%	0	0
930 - Fast Casual Restaurant	39	30	0.00%	0.00%	0	0
140 - Manufacturing	0	0	0.00%	0.00%	0	0
975 - Drinking Place	5	3	0.00%	0.00%	0	0
899 - Liquor Store	8	9	0.00%	0.00%	0	0
930(1) - Fast Casual Restaurant	23	17	0.00%	0.00%	0	0

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips		
	Entry	Exit	Total
434 - Rock Climbing Gym	19	15	34

930 - Fast Casual Restaurant	39	30	69
140 - Manufacturing	0	0	0
975 - Drinking Place	5	3	8
899 - Liquor Store	8	9	17
930(1) - Fast Casual Restaurant	23	17	40

Land Use	New Vehicle Trips (PPV)		
	Entry	Exit	Total
434 - Rock Climbing Gym	19	15	34
930 - Fast Casual Restaurant	39	30	69
140 - Manufacturing	0	0	0
975 - Drinking Place	5	3	8
899 - Liquor Store	8	9	17
930(1) - Fast Casual Restaurant	23	17	40

Land Use	New Vehicle Trips (Truck)		
	Entry	Exit	Total
434 - Rock Climbing Gym	0	0	0
930 - Fast Casual Restaurant	0	0	0
140 - Manufacturing	0	0	0
975 - Drinking Place	0	0	0
899 - Liquor Store	0	0	0
930(1) - Fast Casual Restaurant	0	0	0

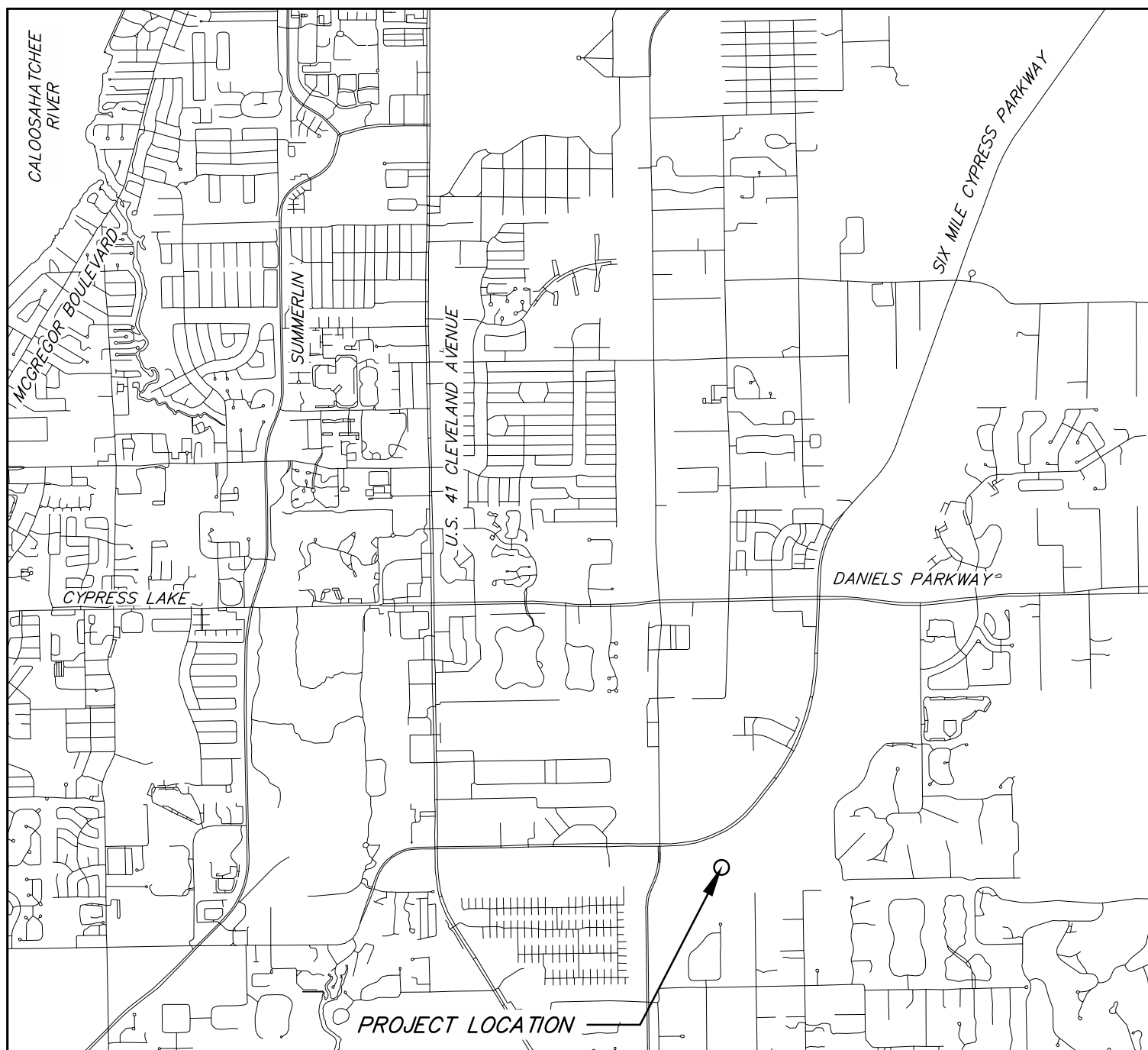
RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	105	85	190
Vehicle Trips After Multi-modal Adjustment	105	85	190
Internal Vehicle Trips	11	11	22
External Vehicle Trips	94	74	168
Internal Vehicle Trip Capture	10%	13%	12%
Pass-by Vehicle Trips	0	0	0
Diverted Vehicle Trips	0	0	0
Extra Reduced Vehicle Trips	0	0	0
New Vehicle Trips	94	74	168
PPV	94	74	168
Truck	0	0	0
Person Trips by Other Modes	0	0	0

**Traffic Impact Statement
&
Traffic Impact Mitigation Plan**

APPENDIX B

~ GRAPHICAL TRAFFIC DISTRIBUTION ~



SITE LOCATION MAP

SCALE: N.T.S.

PARCEL STRAP NUMBER:

30-45-25-L4-29000.0110
 30-45-25-L4-29000.0120
 30-45-25-L4-29000.0130
 30-45-25-L4-29000.0140
 30-45-25-L4-29000.0150
 30-45-25-L4-29000.0160
 30-45-25-L4-29000.0170

ADDRESS:

6150 EXCHANGE LANE, FORT MYERS FL 33912
 6140 EXCHANGE LANE, FORT MYERS FL 33912
 6130 EXCHANGE LANE, FORT MYERS FL 33912
 6120 EXCHANGE LANE, FORT MYERS FL 33912
 6110 EXCHANGE LANE, FORT MYERS FL 33912
 6100 EXCHANGE LANE, FORT MYERS FL 33912
 6090 EXCHANGE LANE, FORT MYERS FL 33912

RESURGENCE BREWERY AND ROCK GYM

SECTION 30 TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

SCHEDULE OF PROPOSED USES:

- RECREATIONAL USES:**
- RECREATIONAL FACILITIES, COMMERCIAL
 - CULTURAL FACILITIES
 - STADIUMS
- RETAIL USES:**
- FOOD STORES
 - SPECIALTY RETAIL SHOPS
 - HOBBY, TOY, & GAME SHOP
 - USED MICHIGAN STORES
- MANUFACTURING USES:**
- FOOD AND KINDRED PRODUCTS MANUFACTURING
 - CHEMICAL & ALLEIED PRODUCTS MANUFACTURING
 - TEXTILE, JEWELRY, TOYS AND GOODS MANUFACTURING
 - PRINTING & PUBLISHING
 - STONE, CLAY, GLASS & CONCRETE PRODUCTS MANUFACTURING
 - FOOD & BEVERAGE USES
- FOOD & BEVERAGE USES:**
- RESTAURANTS
 - BAR OR COCKTAIL LOUNGE
 - CONSUMPTION ON PREMISES (C.O.P.)
 - OUTDOOR SEATING C.O.P.
 - SERVICE USES
 - TRANSPORTATION SERVICES
 - BUSINESS SERVICES
 - ADMINISTRATIVE OFFICES
 - CHRYSTLER'S RESIDENCE
 - PERSONAL SERVICES
 - COMMERCIAL SCHOOLS
 - SOCIAL SERVICES
 - ACCESSORY AND SUBORDINATE USES:
 - SUBORDINATE USES
 - ACCESSORY USES, BUILDINGS, AND STRUCTURES
 - ESSENTIAL SERVICES AND FACILITIES
 - ESSENTIAL SERVICE FACILITIES
- OTHER USES:**
- EDUCATION, WATER RETENTION
 - PARKING
 - FENCES, WALLS
 - SOILS
 - TEMPORARY USES
 - LAUNDRY OR DRY CLEANING SERVICES
 - OUTDOOR LIGHTING
 - BANKS & FINANCIAL ESTABLISHMENTS
- * ALL USES ARE SUBJECT TO THE PARKING REQUIREMENTS SET FORTH IN LDC 34-2020, AND ARE NOT PERMITTED UNLESS THE REQUIRED PARKING IS PROVIDED.

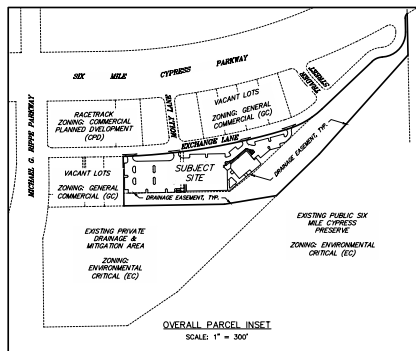
SITE AREA DATA TABLE:

AREA NAME	AREA (S.F.)	AREA (AC.)
CONCRETE, PAVS & PARKING	4,758 S.F.	0.11 AC.
COVERED DECK AREA	5,818 S.F.	0.13 AC.
BUILDING FOOTPRINT	30,022 S.F.	0.68 AC.
TOTAL IMPERVIOUS AREA	40,598 S.F.	0.92 AC.
TOTAL PERVIOUS AREA	232,120 S.F.	5.33 AC.
TOTAL IMPERVIOUS AREA	353,984 S.F.	8.13 AC.

NOTE: SINCE THE TOTAL IMPERVIOUS AREA IS MORE THAN 2 ACRES, THIS PROJECT IS CONSIDERED A LARGE DEVELOPMENT PER LDC SECTION 10-1, AND REQUIRES A MINIMUM OF 30% OPEN SPACE PER LDC SECTION 10-1 (415.0).

ZONING REQUEST:

REQUEST FOR ZONING CHANGE FROM GENERAL COMMERCIAL DISTRICT (GC) TO INDUSTRIAL PLANNED DEVELOPMENT (IPD) TO ALLOW FOR RECREATIONAL USES, RETAIL USES, MANUFACTURING USES, FOOD & BEVERAGE USES, SERVICE USES, ACCESSORY AND SUBORDINATE USES, AND OTHER USES AS DESCRIBED IN THE SCHEDULE OF PROPOSED USES.



PROPOSED PROPERTY DEVELOPMENT REGULATIONS:

MINIMUM LOT SIZE	= 348,480 S.F. = 8.0 AC.
MINIMUM LOT WIDTH	= 100 FEET
MINIMUM LOT DEPTH	= 100 FEET
MINIMUM STREET SETBACK	= 25 FEET
MINIMUM SIDE SETBACK	= 25 FEET
MINIMUM REAR SETBACK	= 25 FEET
MAXIMUM BUILDING COVERAGE	= 40%
MAXIMUM BUILDING HEIGHT AT SETBACK	= 45 FEET
REQUIRED MINIMUM OPEN SPACE (10' WIDE)	= 106,190 S.F. = 2.42 AC.
PROPOSED OPEN SPACE (10' WIDE)	= 192,325 S.F. = 4.41 AC.
NORTH BUFFER	15' WIDE TYPE "D" BUFFER, TYP.
EAST BUFFER	NONE
SOUTH BUFFER	NONE
WEST BUFFER	5' WIDE TYPE "A" BUFFER, TYP.

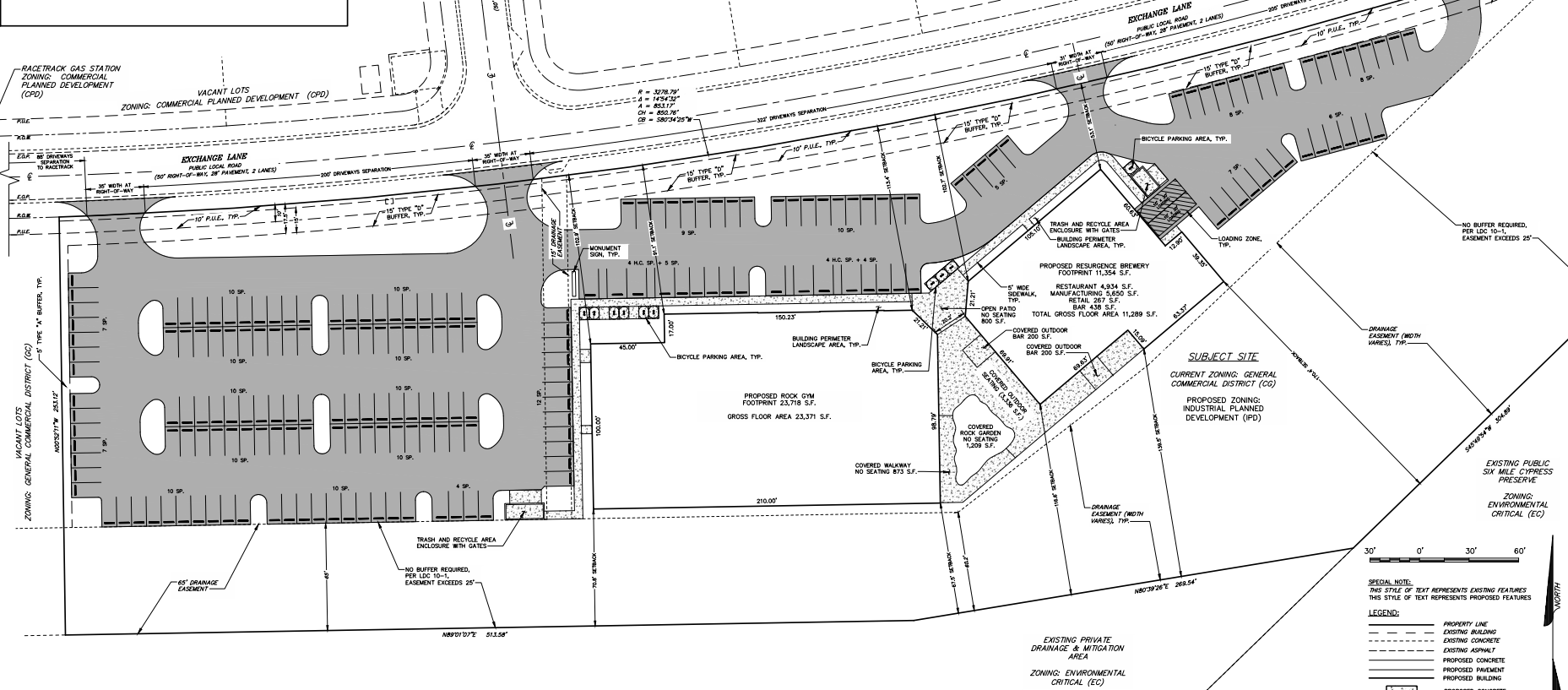
SITE DATA:

PARCEL SIZE	= 353,984 S.F. = 8.13 ACRES
CURRENT ZONING	= GC, GENERAL COMMERCIAL DISTRICT
PROPOSED ZONING	= IPD, INDUSTRIAL PLANNED DEVELOPMENT
FUTURE LAND USE MAP	= FUTURE URBAN AREA / INTENSIVE DEVELOPMENT

PARKING NOTE:

CALCULATIONS PER THE LEE COUNTY LAND DEVELOPMENT CODE SECTION 34-2020(d)			
PROPOSED USE	CRITERIA*	AREA	REQUIRED
BREWERY MANUFACTURING	1.5 SP. / 1,500 S.F. GFA	5,650 S.F.	6 SP.
BREWERY BAR	14.0 SP. / 1,000 S.F. GFA	838 S.F.	12 SP.
BREWERY RESTAURANT	12.5 SP. / 1,000 S.F. GFA	4,354 S.F.	62 SP.
BREWERY OUTDOOR SEATING	12.5 SP. / 1,000 S.F. GFA	3,336 S.F.	42 SP.
ROCK GYM (INDOOR RECREATION, GROUP IV)	3.5 SP. / 1,000 S.F. GFA	33,371 S.F.	82 SP.
RETAIL SMALL PRODUCTS	1.0 SP. / 300 S.F. GFA	267 S.F.	1 SP.
TOTAL CODE REQUIRED PARKING SPACES		38,396 S.F.	205 SP.
ADMINISTRATIVE DEVIATION (2.5X)			-5 SP.
TOTAL PROVIDED			200 SP.
SUBJECT SITE REQUIRED ADA SPACES	= 7 H.C. SPACES		
SUBJECT SITE PROPOSED ADA SPACES	= 8 H.C. SPACES		

* CRITERIA UTILIZED ARE FOR MULTIPLE-USE DEVELOPMENT.



STORMWATER MANAGEMENT NOTE:

THE SUBJECT SITE IS PART OF AN EXISTING SPREAD PERMIT #36-12564-S WHICH PROVIDES THE REQUIRED STORMWATER MANAGEMENT OFF-SITE. ANY REQUIRED SUPPLEMENTAL WATER QUALITY STORMWATER MANAGEMENT WILL BE PROVIDED DURING THE DEVELOPMENT PHASE.

SPEC. NOTE:

THIS STYLE OF TEXT REPRESENTS EXISTING FEATURES
THIS STYLE OF TEXT REPRESENTS PROPOSED FEATURES

LEGEND:

---	PROPERTY LINE
---	EXISTING BUILDING
---	EXISTING CONCRETE
---	EXISTING ASPHALT
---	PROPOSED CONCRETE
---	PROPOSED ASPHALT
---	PROPOSED PAVEMENT
---	PROPOSED BUILDING
---	PROPOSED CONCRETE
---	PROPOSED ASPHALT
---	EDGE OF EXISTENT
---	PUBLIC UTILITY EASEMENT
---	ROOST-OF-WAY
---	LDC
---	LEE COUNTY LAND DEVELOPMENT CODE
---	GFA
---	GROSS FLOOR AREA
---	S.F.
---	SQUARE FEET

RESURGENCE BREWERY & ROCK GYM

3001 S. BAYVIEW AVE. SUITE 100
WEST PALM BEACH, FL 33411
TEL: 561.833.1111
WWW.RESURGENCEBREWERY.COM

ENGINEERING: ENVIRONMENTAL ENGINEERING
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DESIGNER: B.J. HOFFMAN & ASSOCIATES, INC.
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DATE: JANUARY 26, 2022

SHEET 1 OF 1

30-45-25



OTISS PRO Turns Exhibit

**Traffic Impact Statement
&
Traffic Impact Mitigation Plan**

APPENDIX C

~ COUNTY DATA AND SUPPORTING INFORMATION ~

9/23/2021

LEE COUNTY Road Link Volumes (County- and State-Maintained Roadways)

LINK NO.	NAME	ROADWAY LINK		ROAD TYPE	PERFORMANCE STANDARD		2020 100TH HIGHEST HOUR		FORECAST FUTURE		NOTES
		FROM	TO		LOS	CAPACITY	LOS	VOLUME	LOS	VOLUME	
20900	PINE ISLAND RD	STRINGFELLOW RD	BURNT STORE RD	2LN	E	950	E	594	E	644	Constrained
21400	PINE ISLAND RD (SR 78)	CITY LIMITS E OF BARRETT RD	US 41	4LD	D	2,100	C	1,621	D	2,037	
21500	PINE ISLAND RD (SR 78)	US 41	BUS 41	4LD	D	2,100	C	1,580	C	1,855	
21600	PINE RIDGE RD	SAN CARLOS BLVD	SUMMERLIN RD	2LN	E	860	C	489	C	535	*
21700	PINE RIDGE RD	SUMMERLIN RD	GLADIOLUS DR	2LN	E	860	C	293	D	552	Heritage Isle*
21800	PINE RIDGE RD	GLADIOLUS DR	McGREGOR BLVD	2LN	E	860	C	293	C	308	
21900	PLANTATION RD	SIX MILE PKWY	DANIELS PKWY	2LN	E	860	C	285	C	414	Intermed Park
22000	PLANTATION RD	DANIELS PKWY	IDLEWILD ST	2LN	E	860	D	740	D	778	FDOT Metro Pkwy 6-laning
22050	PLANTATION RD	IDLEWILD ST	COLONIAL BLVD	4LN	E	1,790	C	510	C	536	
22100	PONDELLA RD	SR 78	ORANGE GROVE BLVD	4LD	E	1,890	B	736	B	774	*
22200	PONDELLA RD	ORANGE GROVE BLVD	US 41	4LD	E	1,890	B	1,101	B	1,176	
22300	PONDELLA RD	US 41	BUS 41	4LD	E	1,890	B	1,094	B	1,150	
22400	PRITCHETT PKWY	SR 78	RICH RD	2LN	E	860	C	73	C	541	old count, Stoneybrook North(2009)
22500	RANCHETTE RD	PENZANCE BLVD	IDLEWILD ST	2LN	E	860	C	93	C	98	
22600	RICH RD	SLATER RD	PRITCHETT PKWY	2LN	E	860	C	55	C	62	old count projection(2009)
22700	RICHMOND AVE	LEELAND HEIGHTS	E 12TH ST	2LN	E	860	C	77	C	89	
22800	RICHMOND AVE	E 12TH ST	GREENBRIAR BLVD	2LN	E	860	C	77	C	81	
23000	SAN CARLOS BLVD (SR 865)	MANTANZAS PASS B.	MAIN ST	2LD	D	970	F	1,022	F	1,151	Constrained
23100	SAN CARLOS BLVD (SR 865)	MAIN ST	SUMMERLIN RD	4LD	D	2,100	C	1,022	C	1,151	PD&E Study
23180	SAN CARLOS BLVD (SR 865)	SUMMERLIN RD	KELLY RD	2LD	D	970	C	689	C	767	
23200	SAN CARLOS BLVD (SR 865)	KELLY RD	GLADIOLUS DR	4LD	D	2,100	C	689	C	767	
23230	SAN CARLOS BLVD	US 41	THREE OAKS PKWY	2LN	E	860	C	448	C	471	*
23260	SANIBEL BLVD	US 41	LEE RD	2LN	E	860	D	591	D	621	
23300	SANIBEL CAUSEWAY	SANIBEL SHORELINE	TOLL PLAZA	2LN	E	1,140	E	937	E	985	
23400	SHELL POINT BLVD	McGREGOR BLVD	PALM ACRES	2LN	E	860	C	294	C	309	*
23500	SIX MILE PKWY (SR 702)	US 41	METRO PKWY	2LD	D	2,000	C	1,481	C	1,556	
23600	SIX MILE CYPRESS	METRO PKWY	DANIELS PKWY	4LD	E	2,000	B	1,481	B	1,556	
23700	SIX MILE CYPRESS	DANIELS PKWY	WINKLER EXT.	4LD	E	1,900	B	1,069	B	1,272	
23800	SIX MILE CYPRESS	WINKLER EXT.	CHALLENGER BLVD	4LD	E	1,900	B	1,038	B	1,091	
23900	SIX MILE CYPRESS	CHALLENGER BLVD	COLONIAL BLVD	6LD	E	2,860	A	1,038	A	1,091	
24000	SLATER RD	SR 78	NALLE GRADE RD	2LN	E	1,010	C	399	C	419	*
24100	SOUTH POINTE BLVD	CYPRESS LAKE DR	COLLEGE PKWY	2LD	E	910	D	640	D	673	*
24200	SR 31 (ARCADIA RD)	SR 80	SR 78	2LN	D	970	C	652	C	831	PD&E/SEIR Study
24300	SR 31 (ARCADIA RD)	SR 78	COUNTY LINE	2LN	C	820	B	460	B	669	PD&E/SEIR Study
24400	STALEY RD	TICE	ORANGE RIVER BLVD	2LN	E	860	C	211	C	237	*
24500	STRINGFELLOW RD	1ST AVE	BERKSHIRE RD	2LN	E	1,060	B	315	D	672	Constrained
24600	STRINGFELLOW RD	BERKSHIRE RD	PINE ISLAND RD	2LN	E	1,060	B	315	C	448	Constrained
24700	STRINGFELLOW RD	PINE ISLAND RD	PINELAND RD	2LN	E	1,060	D	712	E	813	Constrained
24800	STRINGFELLOW RD	PINELAND RD	MAIN ST	2LN	E	1,060	D	712	E	809	
24900	SUMMERLIN RD	McGREGOR BLVD	KELLY COVE RD	4LD	E	1,980	A	1,243	A	1,306	
25000	SUMMERLIN RD	KELLY COVE RD	SAN CARLOS BLVD	4LD	E	1,980	A	1,243	A	1,306	
25100	SUMMERLIN RD	SAN CARLOS BLVD	PINE RIDGE RD	6LD	E	3,000	A	1,896	A	2,126	
25200	SUMMERLIN RD	PINE RIDGE RD	BASS RD	6LD	E	3,000	A	1,896	A	1,993	
25300	SUMMERLIN RD	BASS RD	GLADIOLUS DR	6LD	E	3,000	A	1,896	A	1,993	
25400	SUMMERLIN RD	GLADIOLUS DR	CYPRESS LAKE DR	4LD	E	1,900	C	1,517	C	1,618	
25500	SUMMERLIN RD	CYPRESS LAKE DR	COLLEGE PKWY	6LD	E	2,880	B	1,489	B	1,565	
25600	SUMMERLIN RD	COLLEGE PKWY	PARK MEADOW DR	6LD	E	2,880	B	1,526	B	1,604	
25700	SUMMERLIN RD	PARK MEADOW DR	BOY SCOUT	6LD	E	2,880	B	1,526	B	1,604	
25800	SUMMERLIN RD	BOY SCOUT	MATHEWS DR	4LD	E	1,820	D	1,189	D	1,250	
25900	SUMMERLIN RD	MATHEWS DR	COLONIAL BLVD	4LD	E	1,820	D	1,189	D	1,250	
26000	SUNRISE BLVD	BELL BLVD	COLUMBUS BLVD	2LN	E	860	C	42	C	53	Old Count
26100	SUNSHINE BLVD	SR 82	23RD ST SW	2LN	E	1,010	C	443	C	466	*
26150	SUNSHINE BLVD	23RD ST SW	LEE BLVD	2LN	E	1,010	C	443	C	466	*
26200	SUNSHINE BLVD	LEE BLVD	W 12TH ST	2LN	E	1,010	E	730	E	767	*
26300	SUNSHINE BLVD	W 12TH ST	W 75TH ST	2LN	E	860	D	600	D	630	
26400	SW 23RD ST	GUNNERY RD	SUNSHINE BLVD	2LN	E	860	E	855	F	1,012	Copperhead
26500	THREE OAKS PKWY	COCONUT RD	ESTERO PKWY	4LD	E	1,940	B	1,502	B	1,685	
26600	THREE OAKS PKWY	ESTERO PKWY	SAN CARLOS BLVD	4LD	E	1,940	B	855	B	964	
26700	THREE OAKS PKWY	SAN CARLOS BLVD	ALICO RD	4LD	E	1,940	B	855	B	1,198	
26800	TICE ST	SR 80	ORTIZ AVE	2LN	E	860	C	199	C	209	
26900	TICE ST	ORTIZ AVE	STALEY RD	2LN	E	860	C	188	D	701	Elementry U.
27000	TREELINE AVE	TERMINAL ACCESS RD	DANIELS PKWY	4LD	E	1,980	A	1,050	A	1,288	Harley Davidson
27030	TREELINE AVE	DANIELS PKWY	AMBERWOOD RD	4LD	E	1,980	A	799	A	840	
27070	TREELINE AVE	AMBERWOOD RD	COLONIAL BLVD	4LD	E	1,980	A	793	A	833	
29800	US 41 (S TAMIAAMI TR)	OLD 41	CORKSCREW RD	6LD	D	3,171	C	2,020	C	2,273	
29900	US 41 (S TAMIAAMI TR)	CORKSCREW RD	SANIBEL BLVD	6LD	D	3,171	C	1,901	C	2,354	
30000	US 41 (S TAMIAAMI TR)	SANIBEL BLVD	ALICO RD	6LD	D	3,171	C	2,069	C	2,812	
30100	US 41 (S TAMIAAMI TR)	ALICO RD	ISLAND PARK RD	6LD	D	3,171	C	2,069	C	2,467	

9/23/2021

LEE COUNTY Road Link Volumes (County- and State-Maintained Roadways)

LINK NO.	NAME	ROADWAY LINK		ROAD TYPE	PERFORMANCE STANDARD		2020 100TH HIGHEST HOUR		FORECAST FUTURE		NOTES
		FROM	TO		LOS	CAPACITY	LOS	VOLUME	LOS	VOLUME	
30200	US 41 (S TAMiami TR)	ISLAND PARK RD	BRIARCLIFF RD	6LD	D	3,171	C	2,334	C	2,623	
30300	US 41 (S TAMiami TR)	BRIARCLIFF RD	SIX MILE PKWY	6LD	D	3,171	C	2,334	C	2,623	
30400	US 41 (S TAMiami TR)	SIX MILE PKWY	DANIELS PKWY	6LD	D	3,171	C	2,067	C	2,323	
30500	US 41 (CLEVELAND AVE)	DANIELS PKWY	COLLEGE PKWY	6LD	D	3,171	C	2,456	C	2,759	SR 739 6 laning Design & ROW programmed
30600	US 41 (CLEVELAND AVE)	COLLEGE PKWY	SOUTH RD	6LD	D	3,171	C	2,456	C	2,759	SR 739 6 laning Design & ROW programmed
30700	US 41 (CLEVELAND AVE)	SOUTH RD	BOY SCOUT RD	6LD	D	3,171	C	2,447	C	2,752	SR 739 6 laning Design & ROW programmed
30800	US 41 (CLEVELAND AVE)	BOY SCOUT RD	NORTH AIRPORT RD	6LD	D	3,171	C	1,895	C	2,130	SR 739 6 laning Design & ROW programmed
30810	US 41 (CLEVELAND AVE)	NORTH AIRPORT RD	COLONIAL BLVD	6LD	D	3,171	C	1,895	C	2,130	
30900	US 41 (CLEVELAND AVE)	CITY LIMITS	N. KEY DR	4LD	D	2,100	C	1,942	F	2,215	
31000	US 41 (CLEVELAND AVE)	N. KEY DR	HANCOCK B. PKWY	4LD	D	2,100	C	1,942	F	2,215	
31100	US 41 (CLEVELAND AVE)	HANCOCK B. PKWY	PONDELLA RD	4LD	D	2,100	C	1,942	F	2,215	
31200	US 41 (CLEVELAND AVE)	PONDELLA RD	SR 78	4LD	D	2,100	C	1,550	C	1,756	
31300	US 41 (CLEVELAND AVE)	SR 78	LITTLETON RD	4LD	D	2,100	C	1,550	C	1,756	
31400	US 41 (N TAMiami TR)	LITTLETON RD	BUS 41	4LD	D	2,100	C	1,362	C	1,606	
31500	US 41 (N TAMiami TR)	BUS 41	DEL PRADO BLVD	4LD	D	2,100	C	1,362	C	1,606	
31600	US 41 (N TAMiami TR)	DEL PRADO BLVD	CHARLOTTE CO. LINE	4LD	D	2,100	C	1,378	C	1,714	
27200	VETERANS MEM. PKWY	SR 78	CHILQUITA	4LD	D	2,040	A	905	A	951	
27300	VETERANS MEM. PKWY	CHILQUITA	SKYLINE	4LD	D	2,040	A	1,188	A	1,249	
27400	VETERANS MEM. PKWY	SKYLINE	SANTA BARBARA BLVD	6LD	D	3,080	A	2,091	B	2,198	*
27500	VETERANS MEM. PKWY	SANTA BARBARA BLVD	COUNTRY CLUB BLVD	6LD	D	3,080	B	2,881	B	3,028	
27600	VETERANS MEM. PKWY	COUNTRY CLUB BLVD	MIDPOINT BRDG TOLL P	6LD	D	3,080	B	2,756	B	2,897	
27700	VETERANS MEM. PKWY	MIDPOINT BRDG TOLL P	McGREGOR BLVD	4LB	D	4,000	D	2,997	D	3,150	
29000	W. 6TH ST	WILLIAMS AVE	JOEL BLVD	2LN	E	860	C	184	C	194	
29100	W. 12TH ST	GUNNERY RD	SUNSHINE BLVD	2LN	E	860	C	234	C	246	*
29200	W. 12TH ST	SUNSHINE BLVD	WILLIAMS AVE	2LN	E	860	C	76	C	168	old count projection(2010)
29300	W. 12TH ST	WILLIAMS AVE	JOEL BLVD	2LN	E	860	C	92	C	104	old count projection(2010)
29400	W. 14TH ST	SUNSHINE BLVD	RICHMOND AVE	2LN	E	860	C	48	C	54	old count projection(2010)
15200	WESTGATE BLVD	GUNNERY RD	LEE BLVD	2LN	E	860	D	636	D	692	
27900	WHISKEY CREEK DR	COLLEGE PKWY	SAUTERN DR	2LD	E	910	C	284	C	299	
28000	WHISKEY CREEK DR	SAUTERN DR	McGREGOR BLVD	2LD	E	910	C	284	C	299	
28200	WILLIAMS AVE	LEE BLVD	W. 6TH ST	2LN	E	860	D	760	D	799	
28300	WINKLER RD	STOCKBRIDGE DR	SUMMERLIN RD	2LN	E	860	C	461	C	537	old count(2010)
28400	WINKLER RD	SUMMERLIN RD	GLADIOLUS DR	4LD	E	1,520	C	341	C	358	
28500	WINKLER RD	GLADIOLUS DR	BRANDYWINE CIR	2LN	E	880	B	593	B	625	Year 2010 data
28600	WINKLER RD	BRANDYWINE CIR	CYPRESS LAKE DR	2LN	E	880	B	500	B	526	
28700	WINKLER RD	CYPRESS LAKE DR	COLLEGE PKWY	4LD	E	1,780	D	774	D	813	
28800	WINKLER RD	COLLEGE PKWY	McGREGOR BLVD	2LN	E	800	B	350	B	395	old count projection(Year 2010)
28900	WOODLAND BLVD	US 41	AUSTIN ST	2LN	E	860	C	266	C	300	old count projection(2010)

* previous year data

-  County-Maintained Collector Roadway - Unincorporated Lee County
-  County-Maintained Arterial Roadway - Unincorporated Lee County
-  County-Maintained Arterial/Collector Roadway - Incorporated Lee County
-  State-Maintained Arterial Roadway - Unincorporated Lee County

LINK-SPECIFIC SERVICE VOLUMES ON ARTERIALS IN LEE COUNTY (2015 DATA)

ROAD SEGMENT	FROM	TO	TRAFFIC DISTRIC	LENGTH (MILE)	ROAD TYPE	SERVICE VOLUMES (PEAK HOUR PEAK DIRECTION)					SERVICE VOLUMES (PEAK HOUR--BOTH DIRECTIONS)				
						A	B	C	D	E	A	B	C	D	E
PINE ISLAND RD/ BAYSHORE RD (SR 78)	SANTA BARBARA BLVD	DEL PRADO BLVD	5	2.3	4LD	1,250	2,020	2,020	2,020	2,020	2,320	3,760	3,760	3,760	3,760
	DEL PRADO BLVD	BARNETT RD	5	2.1	4LD	1,250	2,020	2,020	2,020	2,020	2,320	3,760	3,760	3,760	3,760
	BARNETT RD	US 41	2	0.5	4LD	1,250	2,020	2,020	2,020	2,020	2,320	3,760	3,760	3,760	3,760
	US 41	BUSINESS 41	2	1.2	4LD	0	0	1,320	1,700	1,700	0	0	2,450	3,140	3,140
	BUSINESS 41	HART RD	2	1.1	4LD	1,100	1,920	1,920	1,920	1,920	2,080	3,610	3,610	3,610	3,610
	HART RD	BREWERS RD	2	0.4	4LD	1,100	1,920	1,920	1,920	1,920	2,080	3,610	3,610	3,610	3,610
	BREWERS RD	SLATER RD	2	0.8	4LD	1,100	1,920	1,920	1,920	1,920	2,080	3,610	3,610	3,610	3,610
	SLATER RD	I-75	2	2.9	4LD	1,100	1,920	1,920	1,920	1,920	2,080	3,610	3,610	3,610	3,610
	I-75	NALLE RD	2	0.6	2LN	130	350	580	780	1,100	250	670	1,100	1,480	2,080
PONDELLA RD	NALLE RD	SR 31	2	2.7	2LN	130	350	580	780	1,100	250	670	1,100	1,480	2,080
	SR 78	WESTWOOD RD	5	0.9	4LD	0	1,890	1,890	1,890	1,890	0	3,100	3,100	3,100	3,100
	WESTWOOD RD	ORANGE GROVE BLVD	2	0.6	4LD	0	1,890	1,890	1,890	1,890	0	3,100	3,100	3,100	3,100
	ORANGE GROVE BLVD	US 41	2	1.6	4LD	0	1,890	1,890	1,890	1,890	0	3,100	3,100	3,100	3,100
	US 41	BUS 41	2	0.6	4LD	0	1,890	1,890	1,890	1,890	0	3,100	3,100	3,100	3,100
SAN CARLOS BLVD	ESTERO BLVD	MAIN ST	4	0.6	2LB	960	1,040	1,040	1,040	1,040	1,750	1,890	1,890	1,890	1,890
	MAIN ST	SUMMERLIN RD	4	2.5	4LD	0	900	1,780	1,780	1,780	0	1,640	3,250	3,250	3,250
	SUMMERLIN RD	KELLY RD	4	1.1	2LN	60	850	900	900	900	110	1,550	1,640	1,640	1,640
	KELLY RD	McGREGOR BLVD	4	0.6	4LN	150	1,810	1,810	1,810	1,810	280	3,300	3,300	3,300	3,300
SANIBEL CAUSEWAY	SANIBEL SHORELINE	TOLL PLAZA	4	2.9	2LN	100	220	440	620	1,140	180	390	780	1,090	2,010
SIX MILE CYPRESS	US 41	METRO PKWY	4	1.8	4LD	0	1,740	2,000	2,000	2,000	0	3,290	3,770	3,770	3,770
	METRO PKWY	DANIELS PKWY	4	1.8	4LD	0	1,740	2,000	2,000	2,000	0	3,290	3,770	3,770	3,770
	DANIELS PKWY	CHALLENGER BLVD	4	1.4	4LD	800	1,000	1,000	1,000	1,000	1,260	2,320	2,320	2,320	2,320
	CHALLENGER BLVD	WAL-MART INTERSECTIO	4	0.3	6LD	1,250	2,860	2,860	2,860	2,860	2,120	4,840	4,840	4,840	4,840
	WAL-MART INTERSECTIO	COLONIAL BLVD	4	0.3	6LD	1,250	2,860	2,860	2,860	2,860	2,120	4,840	4,840	4,840	4,840
SLATER RD	SR 78	NALLE GRADE RD	2	4.0	2LN	120	290	490	660	1,010	230	550	930	1,250	1,910
SR 31	SR 80	SR 78	2 & 3	1.4	2LN	640	1,300	1,300	1,300	1,300	1,120	2,270	2,270	2,270	2,270
	SR 78	N. RIVER RD	2	1.3	2LN	150	420	740	1,010	1,360	270	760	1,340	1,820	2,450
	N. RIVER RD	COUNTY LINE	2	2.0	2LN	150	420	740	1,010	1,360	270	760	1,340	1,820	2,450
SR 80	PROSPECT AVE	ORTIZ AVE	1	1.3	4LD	0	1,650	1,820	1,820	1,820	0	2,710	3,000	3,000	3,000
	ORTIZ AVE	I-75	1	1.2	6LD	0	2,550	2,760	2,760	2,760	0	4,190	4,520	4,520	4,520
	I-75	SR 31	3	2.7	6LD	1,830	2,820	2,820	2,820	2,820	2,920	4,640	4,640	4,640	4,640
	SR 31	BUCKINGHAM RD	3	2.5	4LD	1,150	1,880	1,880	1,880	1,880	1,890	3,080	3,080	3,080	3,080
	BUCKINGHAM RD	HICKEY CREEK RD	3	2.5	4LD	940	1,600	2,260	2,860	3,170	1,550	2,630	3,710	4,690	5,200
	HICKEY CREEK RD	MITCHELL AVE	3	0.9	4LD	940	1,600	2,260	2,860	3,170	1,550	2,630	3,710	4,690	5,200
	MITCHELL AVE	JOEL BLVD	3	4.0	4LD	940	1,600	2,260	2,860	3,170	1,550	2,630	3,710	4,690	5,200
	JOEL BLVD	COUNTY LINE	3	2.2	4LD	940	1,600	2,260	2,860	3,170	1,550	2,630	3,710	4,690	5,200
STRINGFELLOW RD	1ST AVE	PINE ISLAND RD	6	7.9	2LN	130	340	570	780	1,060	250	630	1,060	1,450	1,970
	PINE ISLAND RD	PINELAND RD	6	3.3	2LN	130	340	570	780	1,060	250	630	1,060	1,450	1,970
	PINELAND RD	MAIN ST	6	3.7	2LN	130	340	570	780	1,060	250	630	1,060	1,450	1,970

SCHEDULE OF PROPOSED USES:

RECREATIONAL USES:	(LDC 34-622(c) (38) GROUPS I, III, & IV)
• RECREATIONAL FACILITIES, COMMERCIAL	(LDC 34-622(c) (103))
• STUDIOS	(LDC 34-622(c) (49))
RETAIL USES:	
• FOOD STORES	(LDC 34-622(c) (16) GROUP I)
• SPECIALTY RETAIL SHOPS	(LDC 34-622(c) (47) GROUPS I, II, & IV)
• HOBBY, TOY, & GAME SHOP	(LDC 34-622(c) (21))
• USED MERCHANDISE STORES	(LDC 34-622(c) (54) GROUP I)
MANUFACTURING USES:	
• FOOD AND KINDRED PRODUCTS MANUFACTURING	(LDC 34-622(c) (15) GROUPS I, II, & III)
• CHEMICAL & ALLIED PRODUCTS MANUFACTURING	(LDC 34-622(c) (6) GROUP II)
• NOVELTY, JEWELRY, TOYS AND SIGNS MANUFACTURING	(LDC 34-622(c) (29) GROUPS I, II, & III)
• PRINTING & PUBLISHING	(LDC 34-622(c) (36))
• STONE, CLAY, GLASS & CONCRETE PRODUCTS MANUFACTURING	(LDC 34-622(c) (48) GROUPS I & IV)
FOOD & BEVERAGE USES:	
• RESTAURANTS	(LDC 34-622(c) (43) GROUPS I, II, III, & IV)
• BAR OR COCKTAIL LOUNGE	(LDC 34-934 & 34-1263 & 1264)
• CONSUMPTION ON PREMISES (C.O.P.)	(LDC 34-1264)
• OUTDOOR SEATING C.O.P.	(LDC 34-1264)
SERVICE USES:	
• TRANSPORTATION SERVICES	(LDC 34-622(c) (53) GROUPS II & III)
• BUSINESS SERVICES	(LDC 34-622(c) (53) GROUP I)
• ADMINISTRATIVE OFFICES	(LDC 34-2 & 34-934)
• PERSONAL SERVICES	(LDC 34-622(c) (33) GROUPS I, II, & IV)
• COMMERCIAL SCHOOLS	(LDC 34-622(c) (45))
• SOCIAL SERVICES	(LDC 34-622(c) (46) GROUPS I & II)
ACCESSORY AND SUBORDINATE USES:	
• SUBORDINATE USES	(LDC 34-3023)
• ACCESSORY USES, BUILDINGS, AND STRUCTURES	(LDC 34-1171 TO 34-1176)
• ESSENTIAL SERVICES AND FACILITIES	(LDC 34-1611)
• ESSENTIAL SERVICE FACILITIES	(LDC 34-622(c) (13) GROUPS I, II, & III)
OTHER USES:	
• EXCAVATION, WATER RETENTION	(LDC 34-1651(d))
• PARKING	(LDC 34-2015 TO 34-2019)
• FENCES, WALLS	(LDC 34-1741 TO 34-1747)
• SIGNS	(LDC 30-6)
• TEMPORARY USES	(LDC 34-3041 & 34-3044)
• OUTDOOR LIGHTING	(LDC 34-624 & 34-625)
• BANKS & FINANCIAL ESTABLISHMENTS	(LDC 34-934); (LDC 34-622(c) (3) GROUPS I & II)

* ALL USES ARE SUBJECT TO THE PARKING REQUIREMENTS SET FORTH IN LDC 34-2020, AND ARE NOT PERMITTED UNLESS THE REQUIRED PARKING IS PROVIDED.

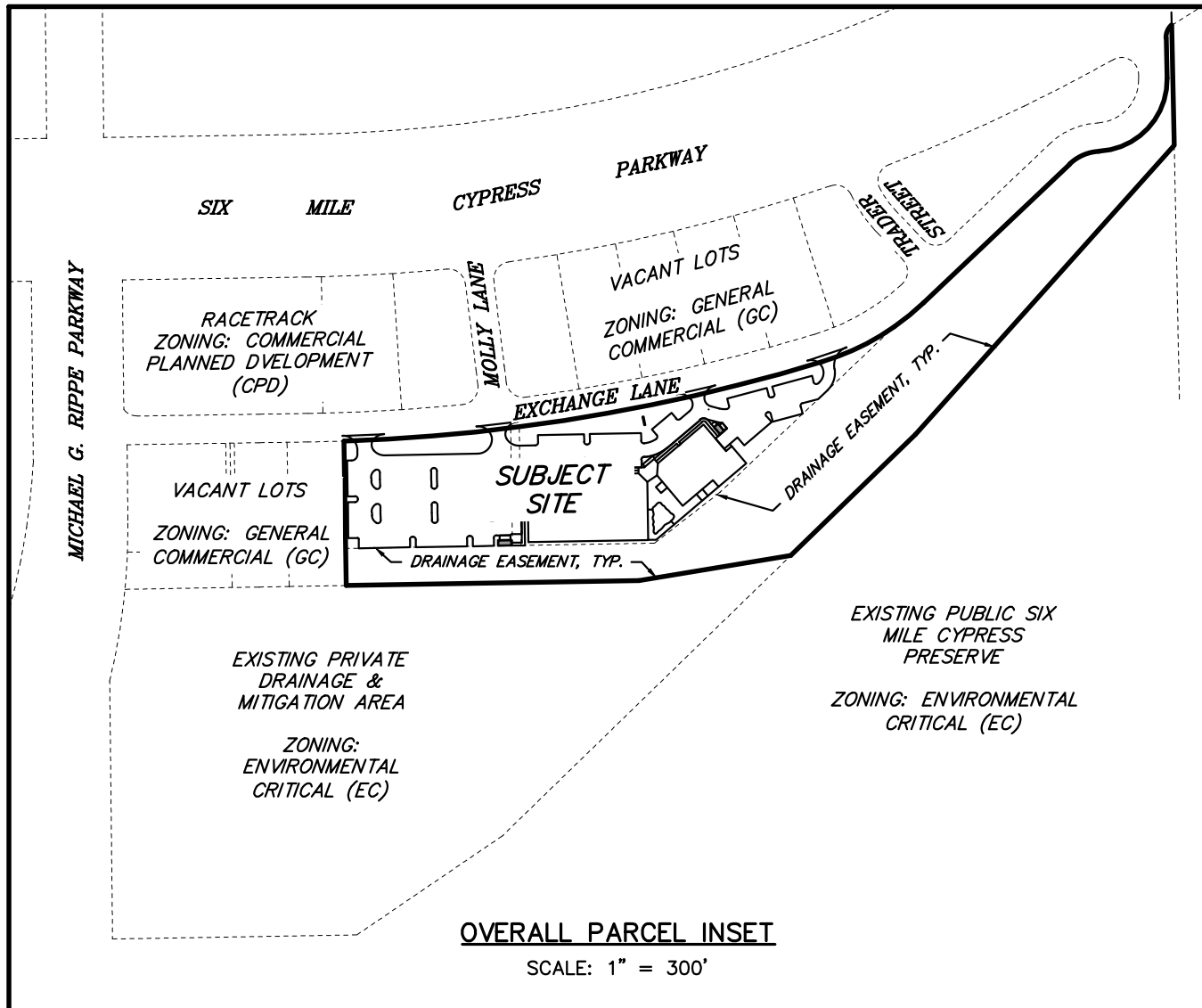
SITE AREA DATA TABLE:

AREA NAME:	AREA (S.F.)	AREA (AC.)
CONCRETE WALKS & PADS	= 4,768 S.F.	= 0.11 AC.
ASPHALT DRIVES & PARKING	= 76,211 S.F.	= 1.75 AC.
COVERED DECK AREA	= 5,818 S.F.	= 0.13 AC.
BUILDING FOOTPRINT	= 35,072 S.F.	= 0.81 AC.
TOTAL IMPERVIOUS AREA	= 121,859 S.F.	= 2.80 AC.
TOTAL PERVIOUS AREA	= 232,125 S.F.	= 5.33 AC.
TOTAL IMPERVIOUS AREA	= 121,859 S.F.	= 2.80 AC.
TOTAL PARCEL AREA	= 353,984 S.F.	= 8.13 AC.

NOTE: SINCE THE TOTAL IMPERVIOUS AREA IS MORE THAN 2 ACRES, THIS PROJECT IS CONSIDERED A LARGE DEVELOPMENT PER LDC SECTION 10-1, AND REQUIRES A MINIMUM OF 30% OPEN SPACE PER LDC SECTION 10-415.(c).

ZONING REQUEST:

REQUEST FOR ZONING CHANGE FROM GENERAL COMMERCIAL DISTRICT (GC) TO INDUSTRIAL PLANNED DEVELOPMENT (IPD) TO ALLOW FOR RECREATIONAL USES, RETAIL USES, MANUFACTURING USES, FOOD & BEVERAGE USES, SERVICE USES, ACCESSORY AND SUBORDINATE USES, AND OTHER USES AS DESCRIBED IN THE SCHEDULE OF PROPOSED USES.



PROPOSED PROPERTY DEVELOPMENT REGULATIONS:

MINIMUM LOT SIZE	= 348,480 S.F. = 8.0 AC.
MINIMUM LOT WIDTH	= 100 FEET
MINIMUM LOT DEPTH	= 100 FEET
MINIMUM STREET SETBACK	= 25 FEET
MINIMUM SIDE SETBACK	= 25 FEET
MINIMUM REAR SETBACK	= 25 FEET
MAXIMUM BUILDING COVERAGE	= 40%
MAXIMUM BUILDING HEIGHT AT SETBACK	= 45 FEET
REQUIRED MINIMUM OPEN SPACE (10' WIDE)	= 106,195 S.F. = 30%
PROPOSED OPEN SPACE (10' WIDE)	= 192,325+ S.F. = 54%+
NORTH BUFFER	15' WIDE TYPE "D"
EAST BUFFER	NONE
SOUTH BUFFER	NONE
WEST BUFFER	5' WIDE TYPE "A"

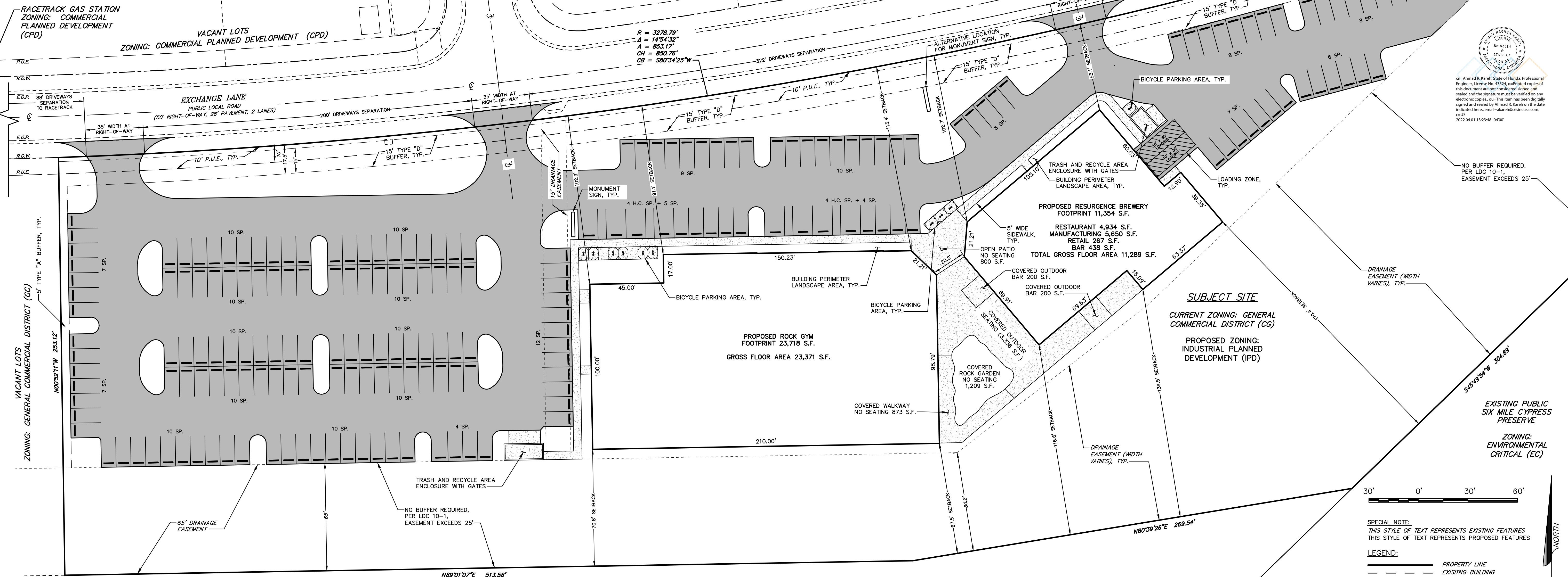
PARKING NOTE:

PROPOSED USE	CRITERIA*	AREA	REQUIRED
BREWERY MANUFACTURING	1.5 SP. / 1,500 S.F. GFA	5,650 S.F.	8 SP.
BREWERY BAR	14.0 SP. / 1,000 S.F. GFA	838 S.F.	12 SP.
BREWERY RESTAURANT	12.5 SP. / 1,000 S.F. GFA	4,934 S.F.	62 SP.
BREWERY OUTDOOR SEATING	12.5 SP. / 1,000 S.F. GFA	3,336 S.F.	42 SP.
ROCK GYM (INDOOR RECREATION, GROUP IV)	3.5 SP. / 1,000 S.F. GFA	23,371 S.F.	82 SP.
RETAIL SMALL PRODUCTS	1.0 SP. / 350 S.F. GFA	267 S.F.	1 SP.
TOTAL CODE REQUIRED PARKING SPACES		38,396 S.F.	205 SP.
ADMINISTRATIVE DEVIATION (2.5%)			-5 SP.
TOTAL PROVIDED			200 SP.
SUBJECT SITE REQUIRED ADA SPACES	= 7 H.C. SPACES		
SUBJECT SITE PROPOSED ADA SPACES	= 8 H.C. SPACES		

* CRITERIA UTILIZED ARE FOR MULTIPLE-USE DEVELOPMENT.

SITE DATA:

PARCEL SIZE	= 353,984 S.F. = 8.13 ACRES
CURRENT ZONING	= CG, GENERAL COMMERCIAL DISTRICT
PROPOSED ZONING	= IPD, INDUSTRIAL PLANNED DEVELOPMENT
FUTURE LAND USE MAP	= FUTURE URBAN AREA / INTENSIVE DEVELOPMENT



STORMWATER MANAGEMENT NOTE:

THE SUBJECT SITE IS PART OF AN EXISTING SFWMD ERP PERMIT #36-02654-S WHICH PROVIDES THE REQUIRED STORMWATER MANAGEMENT OFF-SITE. ANY REQUIRED SUPPLEMENTAL WATER QUALITY STORMWATER MANAGEMENT WILL BE PROVIDED DURING THE DEVELOPMENT ORDER.

HALEY WARD, INC.
ENGINEERING | ENVIRONMENTAL | SURVEYING
13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919
PHONE: (239) 481-1351 | FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS: E32864 & LB8587
DRAFTING BY: B.J. HOFLAND DESIGNED BY: A.R. KAREH
PROJECT NO: 2011255.001(21-59) SITE SCALE: 1" = 30'

RESURGENCE BREWERY & ROCK GYM
3601 SENECA STREET, SUITE 100
WEST SENECA, NY 14224
PHONE: (716)-913-5773
SITE ADDRESS: 6090-6150 EXCHANGE LANE FORT MYERS, FL 33912
SECTION 30, T. 45S, R. 25E, LEE COUNTY, FLORIDA

MASTER CONCEPT PLAN
SHEET 1 OF 1
FILE: 30-45-25

AWARD R. KAREH
PROFESSIONAL ENGINEER
LICENSE NO. 43324

DATE: 2022/03/31

DESCRIPTION - DATE

REV.

LOCATION: P:\FL2011255-KULBACKS_INC\001-6090-6150 EXCHANGE LN FW RESURGENCE BREWERY\G\MARK02-CAD DRAWINGS\CIVIL\RESURGENCE BREWERY (2011255.001) 1-59.DWG\MCP-DETAIL.dwg 22/03/31 8:46:35 AM, thofland



REQUEST FOR SUBMITTAL REQUIREMENT WAIVER FOR UNINCORPORATED AREAS ONLY

Upon written request, the Director may modify the submittal requirements for Public Hearings, Development Orders, Limited Review Development Orders and other Administrative Action Applications where it can be clearly demonstrated that the submission will have no bearing on the review and processing of the application. The request and the Director's written response must accompany the application submitted and will become a part of the permanent file.

APPLICATION FOR WAIVER OF REQUIRED SUBMITTAL ITEMS (indicate the appropriate application type)

- ☐ Public Hearing - General Requirements **(34-202)**
- ☐ Public Hearing - Mining Excavation Planned Development **(12-110)**
- ☒ Public Hearing - Additional Requirements for:
- ☐ Development of Regional Impact **(34-202(b)(1))**
- ☒ Planned Developments **(34-202(b)(2))**
- ☐ Planned Development Amendment **(34-202(b)(2))**
- ☐ Rezoning other than Planned Developments **(34-202(b)(3))**
- ☐ Special Exceptions **(34-202(b)(5))**
- ☐ Variances **(34-202(b)(6))**
- ☐ Limited Amendment to Existing Mine Zoning Approval **[12-121(j)]**
- ☐ Private Recreational Facilities Planned Development **(34-941(g))**
- ☐ Development Order - Submittal Requirements **(10-152)**
- ☐ Application Form and Contents **(10-153)**
- ☐ Additional Required Submittals **(10-154)**
- ☐ Limited Review Development Order – Submittal Requirements **(10-152)**
- ☐ Required Submittals **(10-175)**
- ☐ Administrative Action Application Requirements **[34-203]**

State the Type of Administrative Application: _____

PLEASE PRINT OR TYPE:

STRAP Number 30-45-25-L4-29000.0110 thru 0170

Name of Project: Resurgence Brewery & Rock Gym

Name of Agent: Haley Ward, Inc. c/o Ahmad Kareh, P.E.

Street Address: 13041 McGregor Boulevard

City, State, Zip: Fort Myers, FL 33919

Phone Number: (239) 481-1331

Email Address: akareh@haleyward.com

Name of Applicant*: The Same as Above

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

***If applicant is not the owner, a letter of authorization from the owner must be submitted.**

SEE ATTACHED.

LEE COUNTY COMMUNITY DEVELOPMENT
P.O. BOX 398 (1500 MONROE STREET), FORT MYERS, FLORIDA 33902
PHONE (239) 533-8585

A. SPECIFIC SECTION(S) AND REQUIREMENT(S) FOR WHICH A WAIVER IS SOUGHT:

#	Section Number	Requirement
#1	34-373.(a)(4)b., c., & d.	<u>Description of Existing Conditions</u>
#2		
#3		
#4		
#5		
#6		
#7		
#8		
#9		

B. SCOPE OF PROJECT AND REASON(S) FOR REQUEST:

Please provide an explanation of the scope of the project and the reason(s) why you think the request for submittal waiver(s) should be approved. Use additional sheets if necessary and attach to this application form. (Please print or type)

The subject site is a vacant parcel of land. It is platted. It has been cleared and filled in the past.

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



Signature of Applicant

March 30, 2022

Date

.....
FOR STAFF USE ONLY

DIRECTOR'S DECISION:

☐
☐
☐

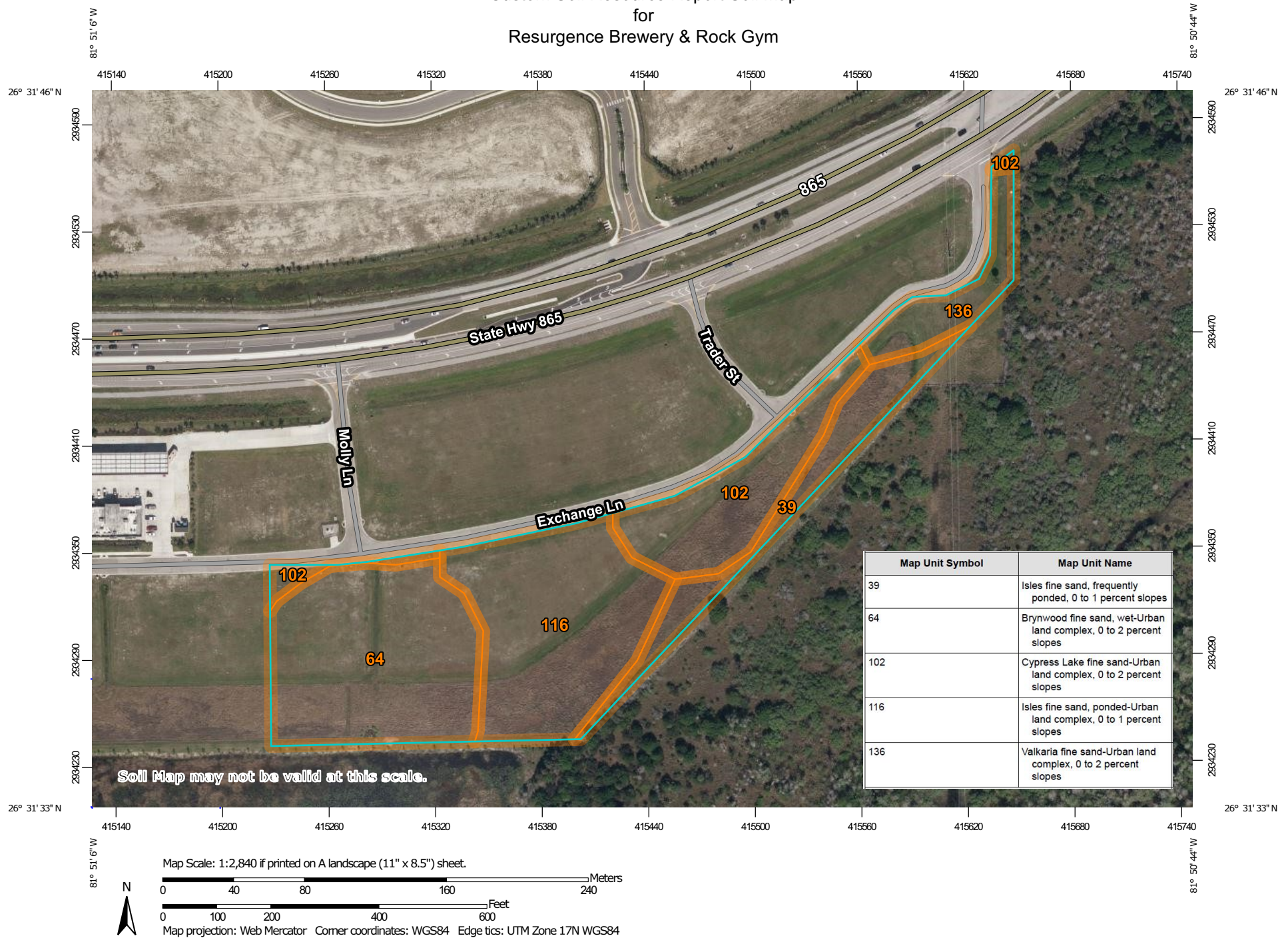
Request Denied

Request Approved

Request Approved Per Attached Comments

Director Signature

Date

Custom Soil Resource Report Soil Map
for
Resurgence Brewery & Rock Gym

SURVEY NOTES:

SURVEY BASED ON AN OPINION OF TITLE PREPARED BY NOEL J. DAVIES, ESQ. OF DAVIES/DUKE, WITH AN EFFECTIVE DATE OF MARCH 11TH, 2022, THE RECORD PLAT OF LAKE AT METRO AND FOUND MONUMENTATION. BEARINGS SHOWN HEREON ARE BASED ON SAID RECORD PLAT WITH THE SOUTHEASTERLY LINE OF LOT 11 AS BEARING S41°49'54"W.

CO-ORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE CO-ORDINATE SYSTEM FLORIDA WEST ZONE NAD 1983/2011 ADJUSTMENT HOLDING CONTROL POINT DG4691 AT PAGE FIELD.

ELEVATIONS SHOWN HEREON BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND NGS BENCHMARK H-240.

DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

THIS PARCEL LIES IN FLOOD ZONE AE WITH BASE FLOOD ELEVATION OF 13.6'; PER FLOOD INSURANCE RATE MAP NUMBER 12071C04396, PANEL DATE 12-07-16, INDEX DATE BEING 12-07-18 (COMMUNITY NAME: LEE COUNTY AND COMMUNITY NUMBER 125124). FEMA IS IN THE PROCESS OF MODIFYING THE FLOOD MAPS FOR THIS COUNTY AT THE TIME OF THIS SURVEY. FLOOD ZONES AND BASE FLOOD ELEVATIONS ARE SUBJECT TO CHANGE.

THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

IRON RODS "SET" ARE 5/8" X 18" REBAR WITH YELLOW CAP BEARING CORPORATION NO. LB8267.

UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED. IRRIGATION LINES ARE NOT LOCATED.

WETLANDS, IF ANY, WERE NOT LOCATED. THIS SURVEY DOES NOT REFLECT ANY ENVIRONMENTAL MATTERS. TREES ARE NOT LOCATED.

THIS PLAT PREPARED AS A BOUNDARY SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY. THE DECLARATION OF CONDOMINIUM OR MATTERS REGARDING THE CONDOMINIUM WERE NOT REVIEWED.

SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN SURVEY (1:15,000).

PARCEL CONTAINS 8.13 ACRES (353,984 SQUARE FEET), MORE OR LESS.

DATE OF LAST FIELD WORK: 11-03-2021.

LOT 11 ADDRESS: 6150 EXCHANGE LANE FORT MYERS FL 33912
PARCEL STRAP NUMBER: 30-45-25-L4-29000.0110

LOT 12 ADDRESS: 6140 EXCHANGE LANE FORT MYERS FL 33912
PARCEL STRAP NUMBER: 30-45-25-L4-29000.0120

LOT 13 ADDRESS: 6130 EXCHANGE LANE FORT MYERS FL 33912
PARCEL STRAP NUMBER: 30-45-25-L4-29000.0130

LOT 14 ADDRESS: 6120 EXCHANGE LANE FORT MYERS FL 33912
PARCEL STRAP NUMBER: 30-45-25-L4-29000.0140

LOT 15 ADDRESS: 6110 EXCHANGE LANE FORT MYERS FL 33912
PARCEL STRAP NUMBER: 30-45-25-L4-29000.0150

LOT 16 ADDRESS: 6100 EXCHANGE LANE FORT MYERS FL 33912
PARCEL STRAP NUMBER: 30-45-25-L4-29000.0160

LOT 17 ADDRESS: 6090 EXCHANGE LANE FORT MYERS FL 33912
PARCEL STRAP NUMBER: 30-45-25-L4-29000.0170

SURVEY PLAT

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

DESCRIPTION AS SHOWN IN TITLE COMMITMENT:

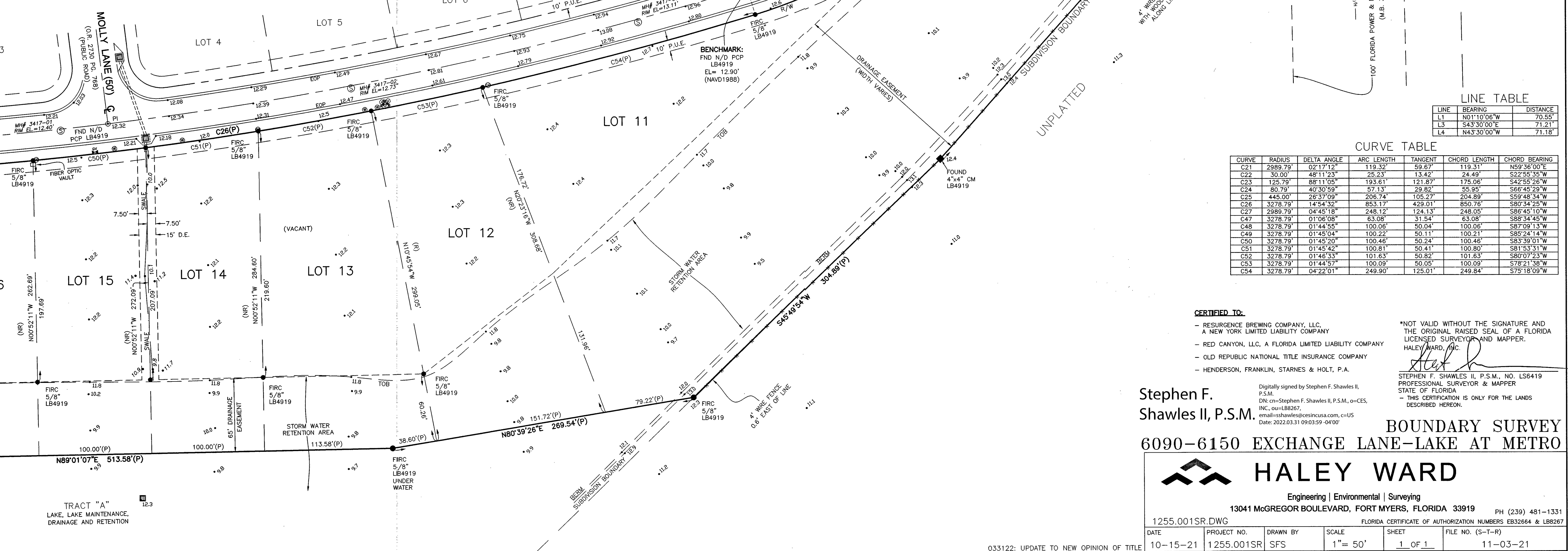
LOTS 11, 12, 13, 14, 15, 16 AND 17, LAKE AT METRO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2016000225108, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LEGEND

(C) = CALCULATED
(D) = DEED
(F) = CALCULATED FROM FIELD MEASUREMENTS
(M) = MEASURED
(NR) = NON RADIAL
(P) = PLAT
(R) = RADIAL
BLDG = BUILDING
BM = BENCH MARK
CB = CHORD BEARING
CBS = CONCRETE BLOCK STRUCTURE
CS = CURB AND GUTTER
CLF = CHAINLINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
COR = CORNER
COP = CORRUGATED PLASTIC PIPE
DE = DRAINAGE EASEMENT
DEP = DEPARTMENT OF ENVIRONMENTAL PROTECTION
D/H = DRILL HOLE
ELEV = ELEVATION
EOP = EDGE OF GRAVEL
EOP = EDGE OF PAVEMENT
ERCP = ELLIPTICAL REINFORCED CONCRETE PIPE
FCM = FOUND CONCRETE MONUMENT
FTE = FINISHED FLOOR ELEVATION
FIRC = FOUND IRON ROD WITH CAP
FND = FOUND
FT = FENCE TIE
GR = GUARD RAIL
IE = INVERT ELEVATION
IR = IRON ROD
IRC = IRON ROD & CAP
INSTR = INSTRUMENT NUMBER
MHW = MEAN HIGH WATER LINE
N/D = NAIL & DISK
NAVD = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
OR = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PC = POINT OF CURVE
PCP = PERMANENT CONTROL POINT
PAGE = PAGE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PT = POINT OF TANGENCY
PUE = PUBLIC UTILITY EASEMENT
PRM = PERMANENT REFERENCE MONUMENT
PVCF = POLYVINYL CHLORIDE FENCE
R/W = RIGHT-OF-WAY
TOB = TOP OF BANK
TOE = TOP OF SLOPE
UE = UTILITY EASEMENT
VG = VALLEY GUTTER

SYMBOLS

⊙ = TELEPHONE RISER
⊙ = WOOD POWER POLE
—O/H— = OVER HEAD LINES
⊠ = CATCH BASIN
⊠ = WATER VALVE
⊙ = WATER METER
— = GUY WIRE
⊙ = SANITARY SEWER CLEANOUT
⊙ = SIGN
⊙ = BOLLARD
⊙ = EXISTING ELEVATION
⊠ = CONCRETE PAD
⊠ = ELECTRIC BOX
⊠ = ELECTRIC METER
⊠ = CABLE TELEVISION BOX
⊠ = FIRE HYDRANT
⊠ = CONCRETE POWER POLE
⊠ = TRAFFIC SIGNAL BOX
⊠ = TITLE EXCEPTION NUMBER
⊠ = STORM SEWER MANHOLE
⊠ = WOOD POLE WITH POWER METER
⊠ = TRAFFIC SIGNAL POLE
⊠ = GAS VALVE
⊠ = UNDERGROUND CABLE MARKER
⊠ = PARKING BUMPER
⊠ = INDICATES TRAFFIC FLOW DIRECTION
⊠ = SEWER VALVE
⊠ = MAIL BOX
⊠ = IRRIGATION VALVE
⊠ = WELL
⊠ = MITERED END SECTION
⊠ = BOLLARD



LINE TABLE

LINE	BEARING	DISTANCE
L1	N01°10'05"W	70.55'
L3	S43°30'00"E	71.21'
L4	N43°30'00"W	71.18'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C21	2989.79'	02°17'12"	119.32'	59.67'	119.31'	N59°36'00"E
C22	30.00'	48°11'23"	25.23'	13.42'	24.49'	S22°55'35"W
C23	125.79'	89°11'05"	193.61'	121.87'	175.06'	S42°59'56"W
C24	80.79'	40°30'59"	57.13'	29.82'	55.95'	S66°45'29"W
C25	445.00'	26°37'09"	206.74'	105.27'	204.99'	S59°48'34"W
C26	3278.79'	01°44'53"	85.11'	42.91'	85.07'	S80°34'25"W
C27	2989.79'	04°45'18"	248.12'	124.13'	248.05'	S86°45'10"W
C47	3278.79'	01°06'08"	63.08'	31.54'	63.08'	S88°34'45"W
C48	3278.79'	01°44'53"	100.06'	50.04'	100.06'	S87°09'13"W
C49	3278.79'	01°45'04"	100.22'	50.11'	100.21'	S85°24'14"W
C50	3278.79'	01°45'20"	100.46'	50.24'	100.46'	S83°39'01"W
C51	3278.79'	01°45'42"	100.81'	50.41'	100.80'	S81°53'51"W
C52	3278.79'	01°46'33"	101.63'	50.82'	101.63'	S80°07'23"W
C53	3278.79'	01°44'53"	100.09'	50.05'	100.09'	S78°21'38"W
C54	3278.79'	04°22'01"	249.90'	125.01'	249.84'	S75°18'09"W

CERTIFIED TO:

- RESURGENCE BREWING COMPANY, LLC,
A NEW YORK LIMITED LIABILITY COMPANY
- RED CANYON, LLC, A FLORIDA LIMITED LIABILITY COMPANY
- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
- HENDERSON, FRANKLIN, STARNES & HOLT, P.A.

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

Stephen F.
Shawles II, P.S.M.

Digitally signed by Stephen F. Shawles II, P.S.M.
DN: cn=Stephen F. Shawles II, P.S.M., o=CES, inc., ou=LB8267,
email=stephen@shawlesinc.com, c=US
Date: 2022.03.31 09:03:59 -0400

STEPHEN SHAWLES II, P.S.M., NO. LS6419
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
- THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON.

BOUNDARY SURVEY
6090-6150 EXCHANGE LANE-LAKE AT METRO

HALEY WARD
Engineering | Environmental | Surveying
13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331

1255.001SR.DWG	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
10-15-21	1255.001SR	SFS	1"= 50'	1 OF 1	11-03-21

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267

**BOARD OF COUNTY COMMISSIONERS**

John E. Manning
District One

March 2, 2022

Via E-Mail

Cecil L. Pendergrass
District Two

Raymond Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm Wesch
County Attorney

Donna Marie Collins
*County Chief
Hearing Examiner*

Benjamin Hofland
Haley Ward, inc.
13041 McGregor Blvd
Fort Myers, FL 33919

**RE: Potable Water and Wastewater Availability
Resurgence Brewery & Rock Gym
STRAP # 30-45-25-L4-29000.0110, 30-45-25-L4-29000.0120,
30-45-25-L4-29000.0130, 30-45-25-L4-29000.0140, 30-45-25-L4-29000.0150, 30-
45-25-L4-29000.0160, and 30-45-25-L4-29000.0170,**

Dear Ms. Hofland:

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

Your firm has indicated that this project will consist of 2 commercial units with an estimated flow demand of approximately 13,180 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

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

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

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

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

This letter should not be construed as a commitment to serve, but only as to the availability

Resurgence Brewery & Rock Gym - Letter.Docx

March 2, 2022

Page 2

of service. Lee County Utilities will commit to serve only upon receipt of all appropriate connection fees, a signed request for service and/or an executed service agreement, and the approval of all State and local regulatory agencies.

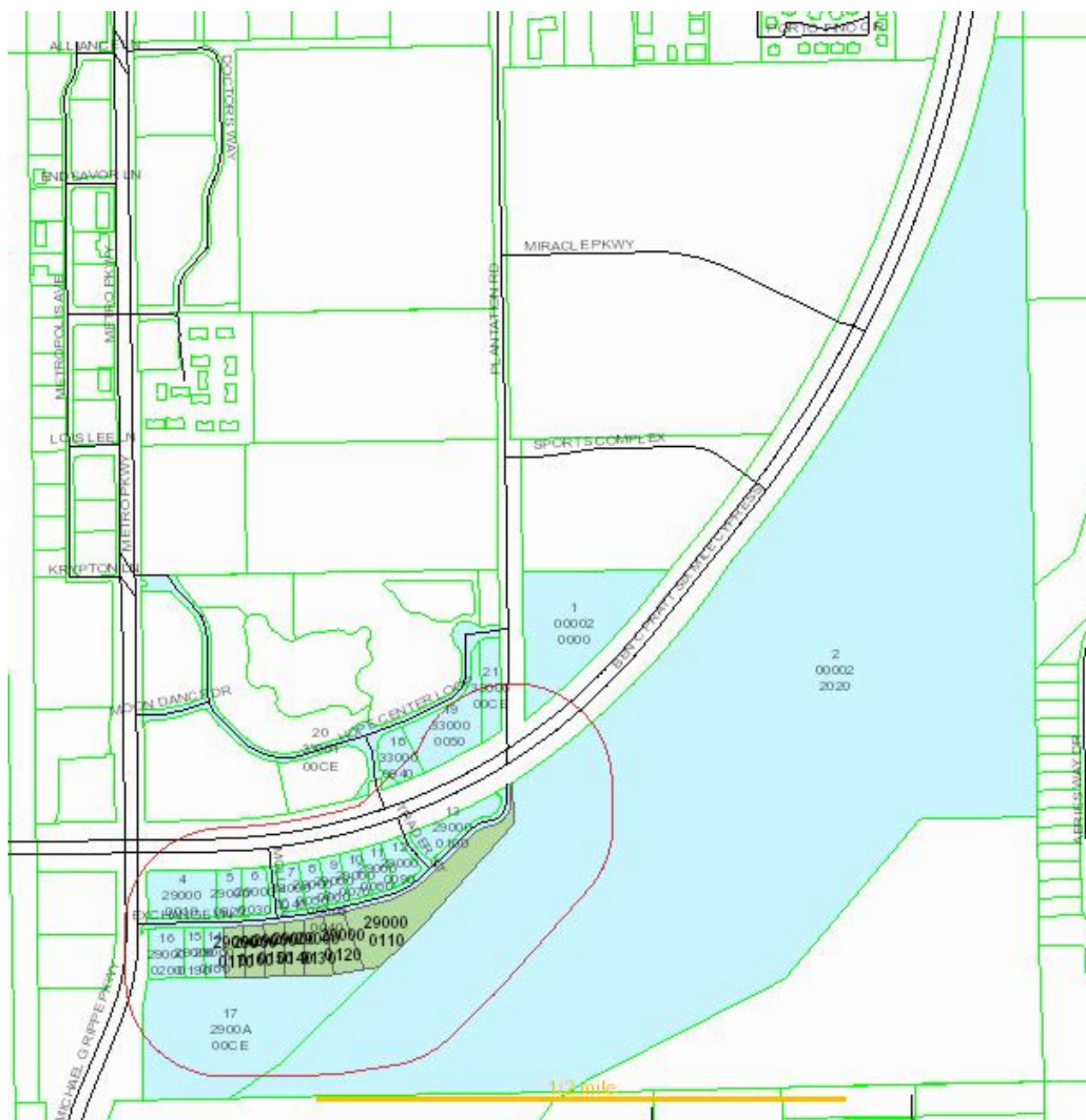
Further, this letter of availability of potable water and sanitary sewer service is to be utilized for Zoning only. Individual letters of availability will be required for the purpose of obtaining building permits.

Sincerely,

LEE COUNTY UTILITIES



Mary McCormic
Technician Senior
239-533-8532
UTILITIES ENGINEERING





STATE OF FLORIDA
LEE COUNTY PROPERTY APPRAISER

**Mailing Address:**

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

Physical Address:

2480 Thompson Street
 Fort Myers, Florida 33901-3074

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

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

VARIANCE REPORT

Date: 3/14/2022 12:00:00 PM

Buffer: 500

Affected: 21

SUBJECT PARCEL(S):

<u>OWNER NAME AND ADDRESS</u>	<u>STRAP & LOCATION</u>	<u>LEGAL DESCRIPTION</u>
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0110 6150 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 11
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0120 6140 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 12
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0130 6130 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 13
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0140 6120 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 14
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0150 6110 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 15
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0160 6100 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 16
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0170 6090 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 17

AFFECTED PARCELS:

<u>OWNER NAME AND ADDRESS</u>	<u>STRAP & LOCATION</u>	<u>LEGAL DESCRIPTION</u>	<u>INDEX</u>
GATOR RECREATION COMPLEX RLLP 7050 CRYSTAL LN FORT MYERS FL 33907	30-45-25-00-00002.0000 ACCESS UNDETERMINED FORT MYERS 33912	NW 1/4 OF SE 1/4 LYING NWLY OF SIX MILE PKWY LES RD R/W	1
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	30-45-25-00-00002.2020 14301 BEN C PRATT SIX MILE CYPRESS PKWY FORT MYERS 33912	PT OF NE 1/4 LYING E + SELY OF 6 MI CYPRESS + N 1/2 OF SE 1/4 LYING ELY OF 6 MI CYPRESS + OR 1886/2739 + OR 1745/37	2
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	30-45-25-00-00008.0040 RIGHT OF WAY FORT MYERS	PAR S OF SIX MILE PKWY E OF S METRO S/D DESC OR 2730/768 R/W	3
RACETRAC INC SILVER OAK ADVISORS PO BOX 2437 SMYRNA GA 30081	30-45-25-L4-29000.0010 14575 BEN C PRATT SIX MILE CYPRESS PKWY FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 1	4
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0020 6091 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 2	5
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0030 6101 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 3	6
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0040 6121 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 4	7
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0050 6131 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 5	8
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0060 6141 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 6	9
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0070 6151 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 7	10
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0080 6161 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 8	11

RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0090 6171 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 9	12
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0100 6191 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 10	13
RED CANYON LLC 9100 S DADELAND BLVD STE 912 MIAMI FL 33156	30-45-25-L4-29000.0180 6080 EXCHANGE LN FORT MYERS 33912	LAKE AT METRO AS DESC IN INST# 2016000225108 LOT 18	14

GATOR RECREATION COMPLEX RLLP
7050 CRYSTAL LN
FORT MYERS FL 33907

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

RACETRAC INC
SILVER OAK ADVISORS
PO BOX 2437
SMYRNA GA 30081

RED CANYON LLC
9100 S DADELAND BLVD STE 912
MIAMI FL 33156

RED CANYON LLC
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MIAMI FL 33156

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9100 S DADELAND BLVD STE 912
MIAMI FL 33156

RED CANYON LLC
9100 S DADELAND BLVD STE 912
MIAMI FL 33156

BW 6 MILE METRO LLC
3708 W SWANN AVE STE 200
TAMPA FL 33609

HOPE HOSPICE AND COMMUNITY SER
9470 HEALTHPARK CIR
FORT MYERS FL 33908

HOPE PRESERVE PORPERTY OWNERS
9470 HEALTHPARK CIR
FORT MYERS FL 33908

HOPE PRESERVE PORPERTY OWNERS
9470 HEALTHPARK CIR
FORT MYERS FL 33908

6 MILE LLC
3601 Seneca St
West Seneca, NY 14224
716-713-0292

COGENT BANK
63-1466/631

1015

3/3/2022

PAY TO THE ORDER OF Lee County Board of County Commissioners

\$ **5,000.00

Five Thousand and 00/100

DOLLARS

PROTECTED AGAINST FRAUD

Lee County Board of County Commissioners

MEMO

Chop L

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