

**HOME RULE DEVELOPMENT AGREEMENT
(Draft 5-02-2025)**

THIS DEVELOPMENT AGREEMENT (hereinafter, "Agreement" or "Development Agreement") is entered into this _____ day of _____, 2025, by and between **THE TOWN OF FORT MYERS BEACH, FLORIDA**, a municipality of the State of Florida (hereinafter "Town"), having its principal office at 2731 Oak Street, Fort Myers Beach, FL, and **PERSAUD PROPERTIES FL INVESTMENTS LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 385 Seminole Way, Fort Myers Beach, FL 33931.

WHEREAS, Section 2-100 of the Town's Land Development Code, authorizes it to enter into a home rule development agreement pursuant to article VIII, § 1(f), of the Constitution of the State of Florida and F.S. chs. 163, 166 and 380, and specifically recognized by the State Legislature in F.S. § 163.3220(5); and

WHEREAS, the Developer has requested approval of this Development Agreement pursuant to Section 2-96 of the Town's Land Development Code and Resolution 24-247, as amended; and

WHEREAS, Developer owns approximately _____ +/- acres of land located within the Town, said property, of which 23,452 square feet is located landward of the 1978 Coastal Construction Control Line (hereinafter "CCCL") being legally described in Exhibit "A" attached hereto (hereinafter, "the Property"); and

WHEREAS, the Town and the Developer desire to enter into this Agreement to provide for the approval and a comprehensive understanding of the development parameters consistent with the Town's Land Development Code and Comprehensive Plan as set forth herein; and

WHEREAS, a public hearing was held before the Town of Fort Myers Beach Local Planning Agency ("LPA") on the 29th day of April, 2025, and the LPA reviewed the request and by a vote of 7-0 recommended denial to the Town Council; and

WHEREAS, the Town conducted two public hearings on the _____ day of _____, 2025, and the _____ day of _____, 2025, prior to entering into this Agreement, both of which were properly noticed on the Town's website and by mailing to affected property owners within a 50-foot radius of the boundaries of the real property at the addresses of such property owners found on the Lee County Property Appraiser's website prior to the first public hearings; and

WHEREAS, the Town Council has determined after consideration of the recommendation of the LPA, Town staff, and following two public hearings, which provided an opportunity for comment, testimony and evidence from the Developer, Town staff, and the public, the Town Council has determined that based upon competent and substantive evidence the Development Agreement is reasonable and not arbitrary and in the best interest of the Town and the residents of the Town Fort Myers Beach.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, for the purposes set forth in Section 2-100 and 2-96 of the Town’s Land Development Code, the benefits to accrue to each party, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Town and the Developer agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference. All exhibits to this Agreement are deemed a part hereof.

2. Property Subject to this Agreement. The real property described in Exhibit “A” is subject to the terms and conditions of this Agreement (“Property”).

3. Ownership. Developer represents that it is the legal and equitable owner, having an interest in the Property pursuant to Instrument Nos.: 2014001160173 and 2016000115839 recorded July 31, 2014, and May 31, 2016, respectively, in the Official Records of Lee County, Florida, and as such may lawfully enter into this Agreement. The Town is in receipt of a title opinion from a Florida attorney upon which it can rely for the purpose of confirmation of the Developer’s ownership representation.

4. Proposed Development and Use of the Property. The proposed Uses and development of the Property will be consistent with the following:

- a. The maximum development parameters are 42,210 square feet for a restaurant, retail, and 31 hotel rooms with appurtenant facilities including service bars and sunset terrace in substantial compliance with the Site Plan and Floor Plans dated May 1, 2025 and attached as Exhibit B. The proposed development will reestablish the previous commercial uses that occurred on-site and incorporate boutique hotel units.
- b. Vehicular Access/Transportation: The development will be served by Estero Blvd. Vehicles will have direct access to onsite valet service for the parking lifts.
- c. Parking. While no onsite parking is required under applicable Town Code provisions, the eastern portion of the ground floor of the proposed building will be developed with parking facilities that include lifts to maximize onsite parking. The development will include valet parking to serve hotel and restaurant customers.
- d. Commercial Area. The combined square footage of all development areas, including open air first floor commercial retail, bar, and pedestrian areas served by roll up doors has a total ~~equivalency of a~~ FAR of 1.8 (42,210 square feet).
 - i. First (Ground) Floor: Approximately 8,243 square feet of the first floor will be developed for commercial, retail, and service bar with patio. The design exceeds applicable Town Code provisions by providing an increased front setback.
 - ii. Second Floor: The second floor will be developed with an approximately 5,303 square foot commercial restaurant and 12,575 square feet of hotel

uses, including 12 rooms. These measurements do not include open air patios consistent with FAR calculations.

- iii. Third Floor: The third floors will be developed with 13,441 square feet of hotel uses, including 19 rooms. These measurements do not include open air patios consistent with FAR calculations. The design exceeds applicable Town Code provisions by providing an increased front setback.
- iv. Roof Top Service Bar & Sunset Terrace: The roof will provide a publicly accessible sunset terrace and service bar. 2,299 square feet is provided for stairs, elevators, restrooms and a service kitchen. This measurement does not include the remaining open rooftop area consistent with FAR calculations.
- e. Height: The height of the structure will be 3 stories, 28 feet 2 inches above the 100 year storm elevation for the mean roof height. The maximum building height of 38 feet 8 inches above the 100 year storm elevation for the mean roof height includes the rooftop sunset terrace and service bar.
- f. Setbacks: While the applicable Town Code provisions requires a zero (0) foot setback on sides and road frontage, the development will provide a minimum ten (10) foot front setback to allow enhanced pedestrian access with an increased front setback for the third and fourth floors.

5. Public Facilities. The following public facilities will serve the Proposed Development on the Property:

A. Potable Water: Potable water will be supplied by Town of Fort Myers Beach and is presently adequate to serve the Proposed Development. Notwithstanding the foregoing, nothing in this Agreement will be interpreted nor is it the intent of the parties to create a reservation of capacity. Capacity for the project will be based on its availability at the time of submission of a Development Order. The Developer is responsible for improvements to the utility system required to service the proposed development.

B. Sanitary Sewer: Wastewater services will be provided solely by Lee County, which are presently adequate to serve the Proposed Development. Notwithstanding the foregoing, nothing in this Agreement will be interpreted nor is it the intent of the parties to create a reservation of capacity. Capacity for the project will be based

on availability at the time of submission of a Development Order. The Developer is responsible for improvements to the utility system required to service the proposed development.

C. Solid Waste: Developer will coordinate solid waste services with Lee County, the Town, or a third-party service provider, adequate to serve the Proposed Development, prior to issuance of the development order. Notwithstanding the foregoing, this does not create a reservation of capacity. Capacity for the project will be based on availability at the time of submission of a building permit.

D. Drainage: Drainage will be in accordance with the applicable permits to be issued by the Town of Fort Myers Beach. The Developer is responsible for improvements to the drainage system required to service the proposed development.

E. Fire and Rescue Fire control and rescue services will be provided by the Fort Myers Beach Fire Control District, and Emergency Medical Services will be provided by Lee County Emergency Medical Services. It is the responsibility of the developer to verify the adequacy of service available from the designated entities at the time of development order approval.

In the event new or additional facilities are needed to serve the project, the Developer will bear the burden of the cost of such facilities to be constructed and provide a schedule to the Town to assure that the public facilities and services will be available concurrent with the impact of the development project.

F. Environmentally Sensitive Land. There are no environmentally sensitive lands on-site.

G. Threatened and Endangered Species. There are no threatened or endangered species on-site.

H. Conflicts. Any conflict between the matters set forth in this paragraph and paragraph 9 and other paragraphs in this Agreement will be resolved in favor of the terms and conditions in this paragraph and paragraph 9. Moreover, this Agreement identifies known instances in which the proposed redevelopment conflicts with the Town's existing Land Development Code. Any ambiguity with respect to whether this Development Agreement or an ordinance is to

control will be interpreted to favor the ordinance. Failure of this Development Agreement to address a particular permit condition, term or restriction will not relieve the owner or developer of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions. Any matter or action required under existing ordinances of the town will not be otherwise amended, modified or waived, unless such modification, amendment or waiver is expressly provided for in the Development Agreement with specific reference to the Code provision so waived, modified or amended (“Deviations”).

6. Impact Fees. Impact fees, when adopted by Town Ordinance for all new development and change in use, will be calculated at time of issuance of a development order and payment will be required prior to building permit approval. Offsite impacts will be evaluated by the Town at the time of development order application.

7. Development Permits Needed for Proposed Development. A list of all known governmental permits needed for the Proposed Development is set forth below:

Town of Fort Myers Beach Development Order
Town of Fort Myers Beach Building Permit
South Florida Water Management District Water Use Permit (dewatering)
FDEP Wastewater Permit
FDEP Coastal Construction Permit(s)
LCDOH Potable Water Permit

The failure of this Agreement to address a particular permit, condition, term or restriction will not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. The Developer will be responsible at its sole cost for obtaining any required approval and will not in any manner obligate the Town or any other governmental agency to grant other required permit approvals. Any reliance on this Agreement or expenditures in pursuance of its terms or any rights accruing to the Developer will not vest any development right in the Developer or the project to a continuation of this Agreement.

8. Developer Commitments and Obligations. For and in consideration of the benefits received pursuant to this Agreement, the Developer agrees to the following commitments, obligations and associated public benefits, which are deemed to be in the public interest:

- a. Provide, at Developer’s cost and expense, a dedicated ADA compliant, minimum ten-foot walkway through Developer’s property for public pedestrian access between the Time Square Pedestrian Plaza and the Beach.
- b. Provide, at Developer’s cost and expense, an ADA compliant access mat for disabled public access to the sandy beach from the ten-foot walkway.
- c. Provide, at Developer's cost and expense, adjacent to the ten-foot walkway under cover, a community gathering area including benches, a foot wash, and drinking fountains for use by the public.

- d. Provide, at Developer's cost and expense publicly accessible temporary restrooms adjacent to the community gathering area.
 - e. Provide, at Developer's cost and expense, onsite bike racks on the Developer's property for use by the general public and to alleviate blocking the adjacent Times Square Pedestrian Plaza.
 - f. The creation of retail spaces for local and legacy small vendors who have been in the area for decades on the first (ground) and second floor of the property to recreate the active pedestrian environment of the original Time Square Pedestrian Plaza.
 - g. Provide the opportunity for future public connectivity on the second floor to adjoining buildings to create a continuous walkway as envisioned by the Time Square community at no expense to the Town.
 - h. To recess the building off the Time Square property line to eliminate encroachments into the Time Square Pedestrian Plaza and allow for enhancements, which may include landscaping, potted plants, awnings, shade structures, and benches etc. to support pedestrian movement and public gathering.
 - i. Provide public access to the sunset terrace with service bar and restrooms proposed for the building rooftop to provide additional area for public gathering and sunset viewing directly on the beachfront.
 - j. Establish an operational agreement and make a proportionate payment prior to certificate of occupancy to replace the damaged pavers fronting the property with a sustainable material to support the revitalization of the remainder of the Times Square Pedestrian Plaza.
 - k. Developer is committed to beginning redevelopment immediately following approval of this Development Agreement to jumpstart the redevelopment of the Time Square Pedestrian Plaza. Strict permit timelines are provided in Paragraph 22.
9. Deviations. The following deviations are granted pursuant to this Agreement in compliance with the Comprehensive Plan, and found to achieve the objectives of the proposed development, benefit the public interest, and preserve and promote the public health, safety and welfare:
- a. Deviation from LDC Section 34-675(b)(1) which limits building height within the Times Square Pedestrian Plaza to 30 feet above base flood elevation and no taller than 3 stories to allow a maximum height of 38 feet 8 inches above the 100 year storm elevation for the mean roof height to support the publicly accessible sunset terrace and service bar.
 - b. Deviation from LDC Section 34-633 which requires FAR to be calculated to include all stories of a building within the surrounding exterior walls and all area below an elevated building that is six feet or more in height, and all stories of

covered parking to allow the elimination of the first (ground) floor covered parking and the public walkway from the FAR calculations.

- c. Deviation from LDC Section 34-1803 which provides Hotel Equivalency Factors for the number of guest units that can be substituted for residential dwelling units to allow an Equivalency Factor of 9.7 to permit 31 boutique hotel rooms and a total of 26,016 square feet for a Boutique Hotel.
- d. Deviation from LDC Section 34-674(a)(1)a. requiring a build-to-line of 0 feet to the Times Square Pedestrian Plan to allow a 10-foot front setback to eliminate encroachments into the Time Square Pedestrian Plaza.
- e. Deviation from LDC Section 34-677 which requires commercial design standards to apply to all commercial and mixed-use buildings to allow the proposed architectural renderings as provided in Exhibit C consistent with the coordination and efforts of the Times Square owners.

10. Consistency with the Comprehensive Plan. The Proposed Development outlined in this Agreement is consistent with the Town of Fort Myers Beach Comprehensive Plan and Land Development Code. The deviations approved as part of this Agreement are necessary for the zoning district or land use plan designations on the Property that is the subject of this Agreement. The Town's Comprehensive Plan allows the proposed project to be more than 2 stories above flood elevation in height as a matter of right due to its location in a redevelopment area. The Town's Comprehensive Plan also allows the height to be increased as provided in Policy 4-C-4 in redevelopment zoning districts (i.e. Downtown zoning district) and in the event the increase is approved as part of a planned development rezoning. This Agreement has been reviewed and approved by the Town in a manner consistent with the procedures required of a planned development rezoning and this approval and procedure is deemed tantamount to and commensurate to a planned development for purposes of determining consistency with the Comprehensive Plan as outlined in Resolution 24-247. Notwithstanding the foregoing, the deviations identified in paragraph 9 are approved

11. Existing Ordinances. Any matter or thing required to be performed under existing ordinances of the Town will not be otherwise amended, modified or waived, except as such modification, amendment or waiver is expressly provided for herein.

12. Post Development Agreement Requirements. Prior to the issuance of any building permits being issued for the development the following must occur:

- a. All existing and proposed utilities and the manner in which existing utilities will be extended to the site and/or expanded for the use of the development including water, sewer, gas, electricity, cable television, and other utilities will have been approved by the Town; and
- b. The proposed drainage plan for the proposed project will have been approved by the South Florida Water Management District. If an interconnection is required to

the Town's stormwater management system, approval by the Town will be necessary; and

- c. The proposed grading plan and elevation requirements of the town, including, but not limited to those related to the National Flood Insurance Program as applicable to the town will have been approved by the town; and
- d. The traffic impact and parking plans for the proposed project will have been approved by the town; and
- e. All other town requirements necessary for the initial building permits to build the proposed project on the Land.
- f. The Town will not have any liability whatsoever for any expenses or other damages that may be incurred as a result of denial of the Development Agreement or for denial of building permits due to the failure to meet the Town's requirements as to any Post-Development Agreement requirements.

13. Amendment and Termination.

- a. This Agreement may be amended or terminated with the Parties' mutual consent, in writing signed by both Parties.
- b. This Agreement may be amended administratively by Town staff and the Developer without the need for approval by Town Council to provide for changes to the site plan and/or the Conceptual Plans provided such changes do not include increased building intensity, density, increased height, reduction in open space, reduction in public benefits. Substantial Deviations from the approved Conceptual Plans will require approval by Town Council. Substantial Deviations include but are not limited to, negative external impacts to adjacent properties.
- c. At Developer's option, Developer may terminate this Agreement at any time prior to the issuance by the Town of a building permit for any portion of the Proposed Development of the Property. Notwithstanding the foregoing, in the event of termination, Developer will not leave any improvements in an unsafe condition.

14. Notices. All notices required or permitted under this Agreement will be in writing and will be mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to the Developer: Terry Persaud
PERSAUD PROPERTIES FL INVESTMENTS LLC
385 Seminole Way
Fort Myers Beach, FL 33931

with a copy to: Joseph M. Madden Jr.
MADDEN LAW FIRM LLC

2277 Main Street
Fort Myers, FL 33901
jmadden@myfloridaattorney.com

If to the Town: Town Manager

with a copy to: Town Attorney

15. Remedies. Any material breach of this Agreement may be enforced by either party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period will be extended if the cure is commenced within such ninety (90) days and the defaulting party is proceeding with due diligence for such period of time reasonably required to complete such cure.

16. Governing Law. This Agreement will be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement will be exclusively in Lee County, Florida.

17. Enforcement. In the event the Developer, upon approval of the Development Agreement, fails to comply with the terms of this Agreement, the Town may bring an action in a court of law with competent jurisdiction to protect its rights and interests as provided herein. All associated reasonable costs and attorney's fees will be reimbursed to the Town if an action at law is necessary regardless of whether the Town is the prevailing party thereunder. In no event will the Town be liable for payment of the Developer's attorney fees.

18. Post Development Agreement Liability. The parties acknowledge that the Town will not have any liability for any expenses or other damages that may be incurred as a result of denial of building permits due to the failure of the proposed development to meet the Town's requirements as to any Post-Development Agreement requirements.

19. Severability. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement will not be affected or impaired, each remaining provision will remain in full force and effect, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

20. Entire Agreement; Termination of Prior Agreements. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written, regarding the Proposed Development of the Property between the Parties.

21. Covenants Running with the Land and Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement will run with the property and bind Developer's successors and assigns to the covenants as set forth in this Agreement and will be enforceable by and against the Parties hereto, their personal representatives, heirs, successors,

grantees, and assigns. The obligations of the Developer may be assigned to one or more successor developers or, property owners associations, and the Developer will thereafter be relieved of all obligations hereunder.

22. Effective Date and Duration. This Agreement will become effective upon full execution by both Parties and recording of the Agreement in the Public Records of Lee County pursuant to paragraph 23 below. The Developer must apply for a development order for at least a portion of the development contemplated herein within 90 days of the effective date. In the event no building permits are applied for by the Developer within a year of the effective date, the Agreement will terminate. Construction activities must be completed within 2 years of building permit issuance. If requested by the Developer, the term of the Agreement may be extended at the sole discretion of the Town Council and a finding that the Developer is unable to fulfill its obligations due to circumstances beyond its control. The development of the project may proceed in phases in any sequence. Notwithstanding the provisions of this paragraph, unless terminated as provided herein, or pursuant to paragraph 13 above, the obligations imposed and entitlements created pursuant to this Agreement will run with the property will be enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns.

23. Recording of Agreement. This Agreement will be recorded by the Town in the Public Records of Lee County within fourteen (14) days of approval by the Town. The costs of recording this Agreement will be paid by the Developer.

24. Representation and Warranties. The parties make the following representations to each other as stated herein:

- A. The execution, delivery and performance of this Agreement by the Developer and a third party will not violate any law, or the terms of any agreement by which they are bound.
- B. The Town and Developer have the power and authority to enter into this Agreement, and to perform the development as set forth herein, and all the documents have been duly authorized, executed, and delivered and the transactions contemplated herein have been duly authorized.
- C. This Agreement constitutes a valid and legally binding obligation of the Developer and the Town after independent investigation by both of the information contained herein and is enforceable in accordance with its terms.

BALANCE OF THE PAGE LEFT PURPOSELY BLANK

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

WITNESSES:

PERSAUD PROPERTIES FL INVESTMENTS LLC,
a Florida limited liability company

Print Name: _____

Print Name _____

By: _____

Name:
Title:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of PERSAUD PROPERTIES FL INVESTMENTS LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

Notary Public Signature

My Commission Expires:

Type/Print Notary Public Name

Commission No.: _____

APPLICATION WITHDRAWN

**TOWN OF FORT MYERS
BEACH**

Dan Allers, Town Mayor

ATTEST

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

Vose Law Firm, Town Attorney

Exhibits:

- A. Legal Description and Sketch of the Property
- B. Site Plan and Floor Plans dated May 1, 2025
- C. Conceptual Rendering dated May 1, 2025

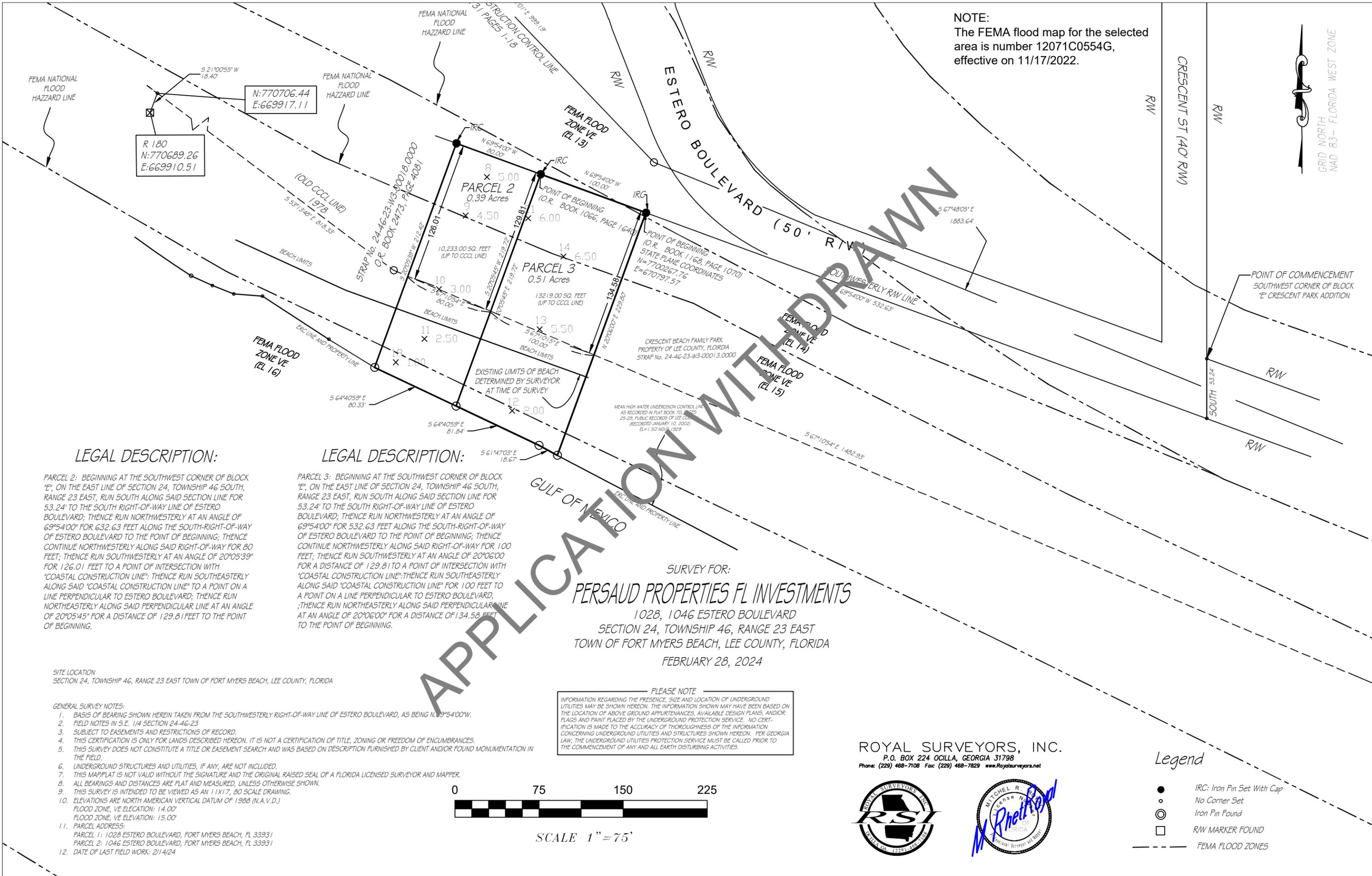
APPLICATION WITHDRAWN

Exhibit A

Legal Description and Sketch of the Property:

APPLICATION WITHDRAWN

NOTE:
The FEMA flood map for the selected area is number 12071C0554G, effective on 11/17/2022.



LEGAL DESCRIPTION:

PARCEL 2: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK "E", ON THE EAST LINE OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, RUN SOUTH ALONG SAID SECTION LINE FOR 53.24' TO THE SOUTH RIGHT-OF-WAY LINE OF ESTERO BOULEVARD; THENCE RUN NORTHWESTERLY AT AN ANGLE OF 69°54'00" FOR 632.63 FEET ALONG THE SOUTH-RIGHT-OF-WAY OF ESTERO BOULEVARD TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY FOR 80 FEET; THENCE RUN SOUTHWESTERLY AT AN ANGLE OF 20°05'39" FOR 126.01 FEET TO A POINT OF INTERSECTION WITH "COASTAL CONSTRUCTION LINE"; THENCE RUN SOUTHEASTERLY ALONG SAID "COASTAL CONSTRUCTION LINE" TO A POINT ON A LINE PERPENDICULAR TO ESTERO BOULEVARD; THENCE RUN NORTHEASTERLY ALONG SAID PERPENDICULAR LINE AT AN ANGLE OF 20°05'45" FOR A DISTANCE OF 129.81 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:

PARCEL 3: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK "E", ON THE EAST LINE OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, RUN SOUTH ALONG SAID SECTION LINE FOR 53.24' TO THE SOUTH RIGHT-OF-WAY LINE OF ESTERO BOULEVARD; THENCE RUN NORTHWESTERLY AT AN ANGLE OF 69°54'00" FOR 532.63 FEET ALONG THE SOUTH-RIGHT-OF-WAY OF ESTERO BOULEVARD TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY FOR 100 FEET; THENCE RUN SOUTHWESTERLY AT AN ANGLE OF 20°06'00" FOR A DISTANCE OF 129.81 TO A POINT OF INTERSECTION WITH "COASTAL CONSTRUCTION LINE"; THENCE RUN SOUTHEASTERLY ALONG SAID "COASTAL CONSTRUCTION LINE" FOR 100 FEET TO A POINT ON A LINE PERPENDICULAR TO ESTERO BOULEVARD; THENCE RUN NORTHEASTERLY ALONG SAID PERPENDICULAR LINE AT AN ANGLE OF 20°06'00" FOR A DISTANCE OF 134.58 FEET TO THE POINT OF BEGINNING.

SURVEY FOR:
PERSAUD PROPERTIES FL INVESTMENTS
1028, 1046 ESTERO BOULEVARD
SECTION 24, TOWNSHIP 46, RANGE 23 EAST
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA
FEBRUARY 28, 2024

SITE LOCATION
SECTION 24, TOWNSHIP 46, RANGE 23 EAST TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA

GENERAL SURVEY NOTES:

1. BASIS OF BEARING SHOWN HEREIN TAKEN FROM THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD, AS BEING N. 69°54'00" W.
2. FIELD NOTES IN S.E. 1/4 SECTION 24-46-23
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
7. THIS MAP/PLAT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
9. THIS SURVEY IS INTENDED TO BE VIEWED AS AN 11X17, 80 SCALE DRAWING.
10. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.)
FLOOD ZONE, VE ELEVATION: 14.00'
FLOOD ZONE, VE ELEVATION: 15.00'
11. PARCEL ADDRESSES:
PARCEL 1: 1028 ESTERO BOULEVARD, FORT MYERS BEACH, FL 33931
PARCEL 2: 1046 ESTERO BOULEVARD, FORT MYERS BEACH, FL 33931
12. DATE OF LAST FIELD WORK: 2/14/24

PLEASE NOTE
INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES MAY BE SHOWN HEREON. THE INFORMATION SHOWN MAY HAVE BEEN BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE DESIGN PLANS, AND/OR FLAGS AND PAINT PLACED BY THE UNDERGROUND PROTECTION SERVICE. NO CERTIFICATION IS MADE TO THE ACCURACY OF THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON. PER GEORGIA LAW, THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.



SCALE 1" = 75'

ROYAL SURVEYORS, INC.
P.O. BOX 224 OCILLA, GEORGIA 31798
Phone: (229) 468-7108 Fax: (229) 468-7829 www.RoyalSurveyors.com



Legend

- IRC: Iron Pin Set With Cap
- No Corner Set
- ⊙ Iron Pin Found
- RW MARKER FOUND
- - - FEMA FLOOD ZONES

Exhibit B

**Site Plan and Floor Plans
May 1, 2025**

APPLICATION WITHDRAWN

FORM IS OUR FUNCTION



TIME SQUARE RESORT

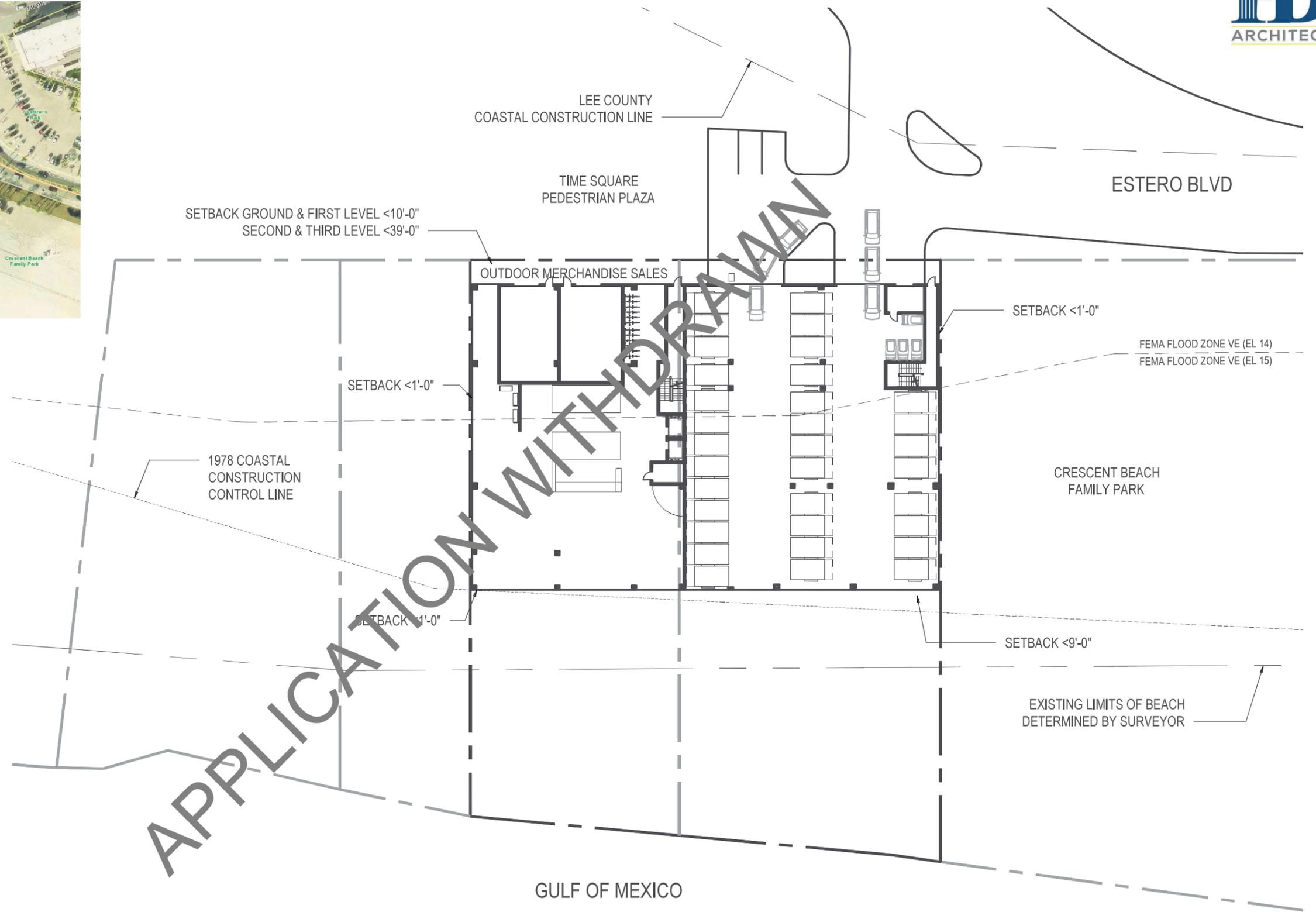
FORT MYERS BEACH, FLORIDA

PERSAUD PROPERTIES FL INVESTMENTS LLC
361 SEMINOLE WAY
FORT MYERS BEACH, FL 33931

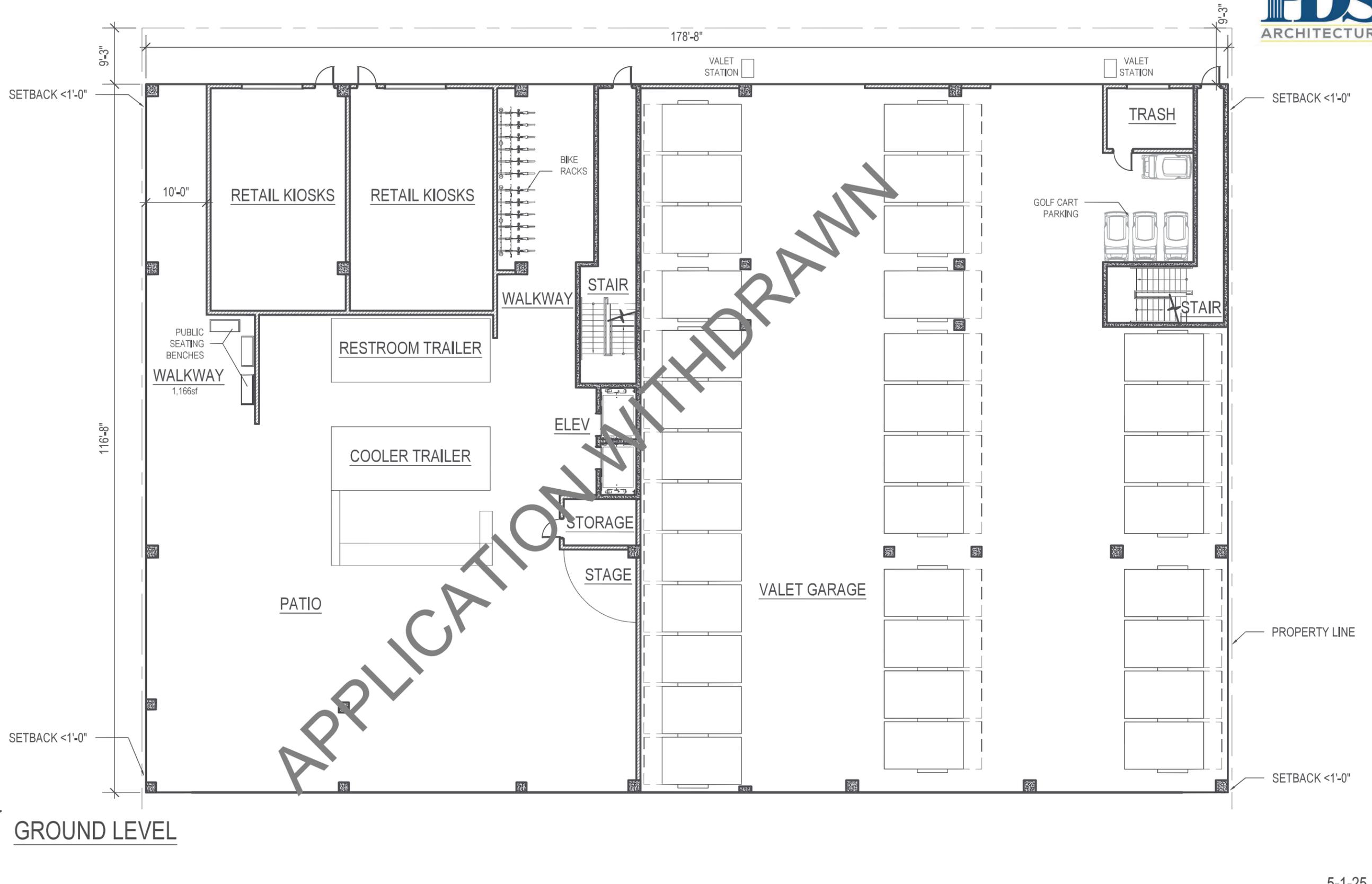
PDS ARCHITECTURE, INC.
12800 UNIVERSITY DRIVE, SUITE 402
FORT MYERS, FL 33907

SAGE ENTITLEMENTS
97 NICKAJACK N
SANTA ROSA BEACH FL 32459

APPLICATION WITHDRAWN



APPLICATION WITHDRAWN



APPLICATION WITHDRAWN



GROUND LEVEL

5-1-25

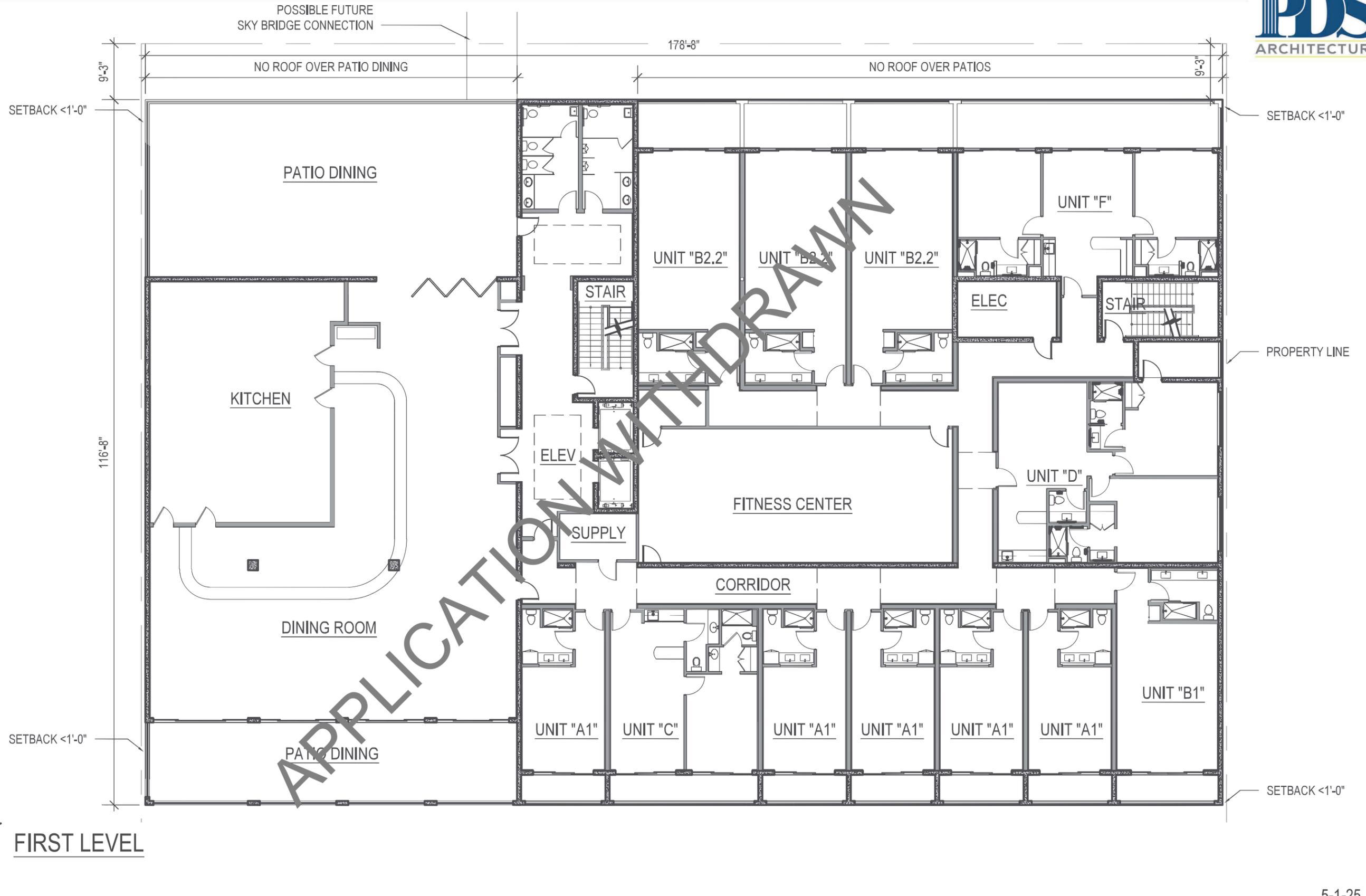
PERSUAD PROPERTIES

1028 ESTERO BLVD - FT MYERS BEACH, FL

239.437.8090 855.835.2733 PDSArchitecture.com
 12800 University Drive, Suite 402 | Fort Myers, Florida 33907



FORM IS OUR FUNCTION



APPLICATION WITHDRAWN



FIRST LEVEL

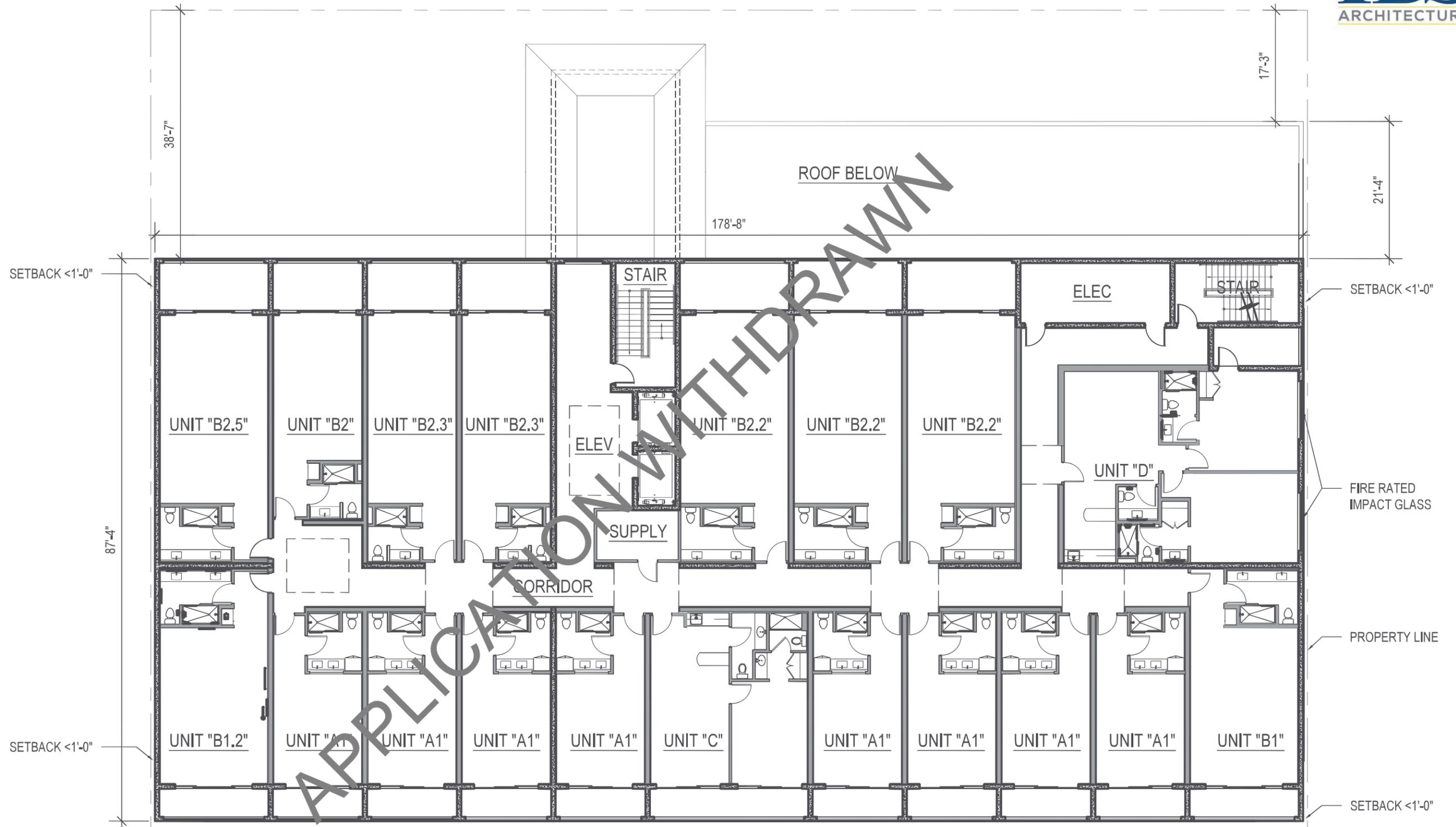
5-1-25

PERSUAD PROPERTIES

1028 ESTERO BLVD - FT MYERS BEACH, FL

239.437.8090 855.835.2733 PDSArchitecture.com
12800 University Drive, Suite 402 | Fort Myers, Florida 33907





APPLICATION WITHDRAWN



SECOND LEVEL

5-1-25

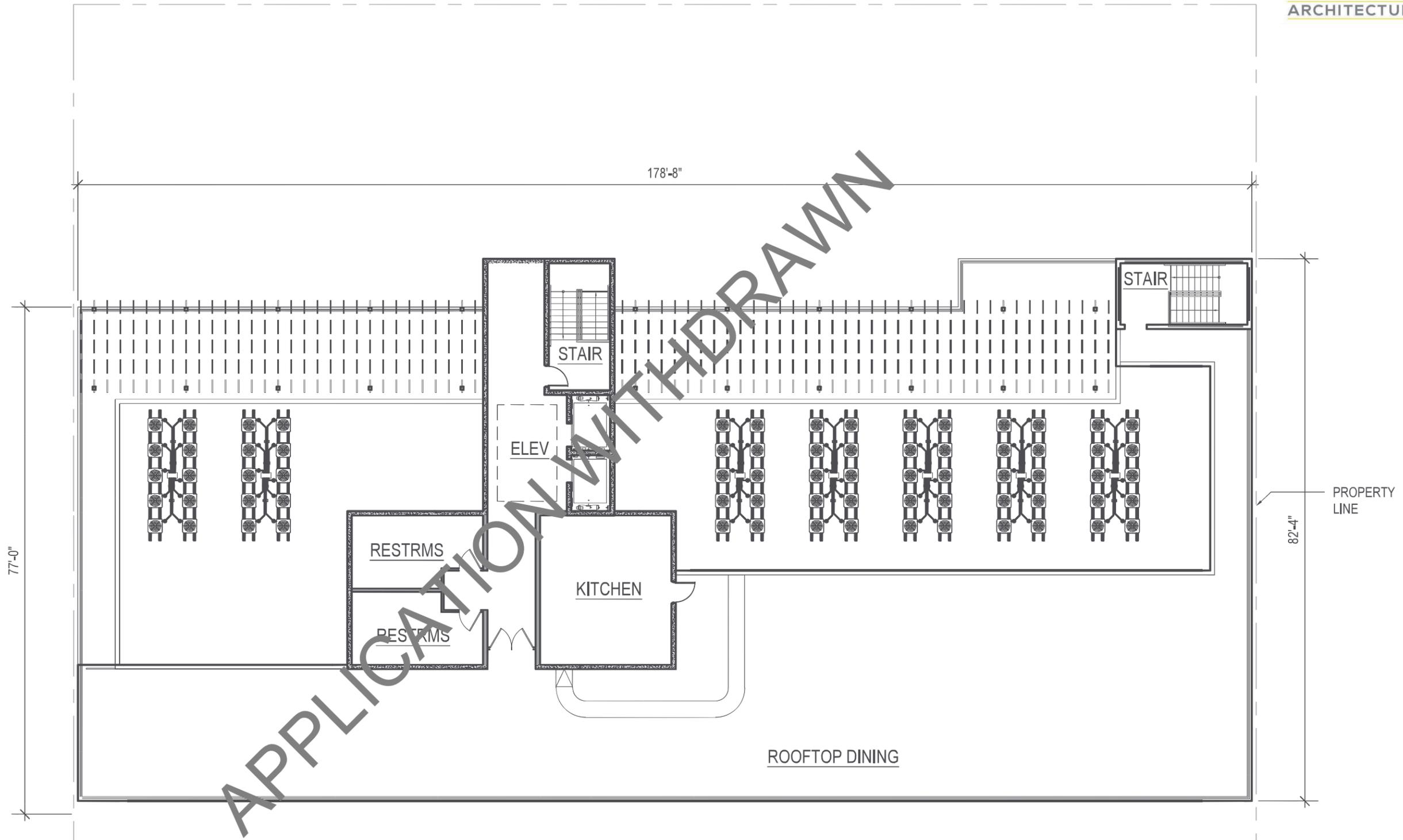
PERSUAD PROPERTIES

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ROOF LEVEL

5-1-25

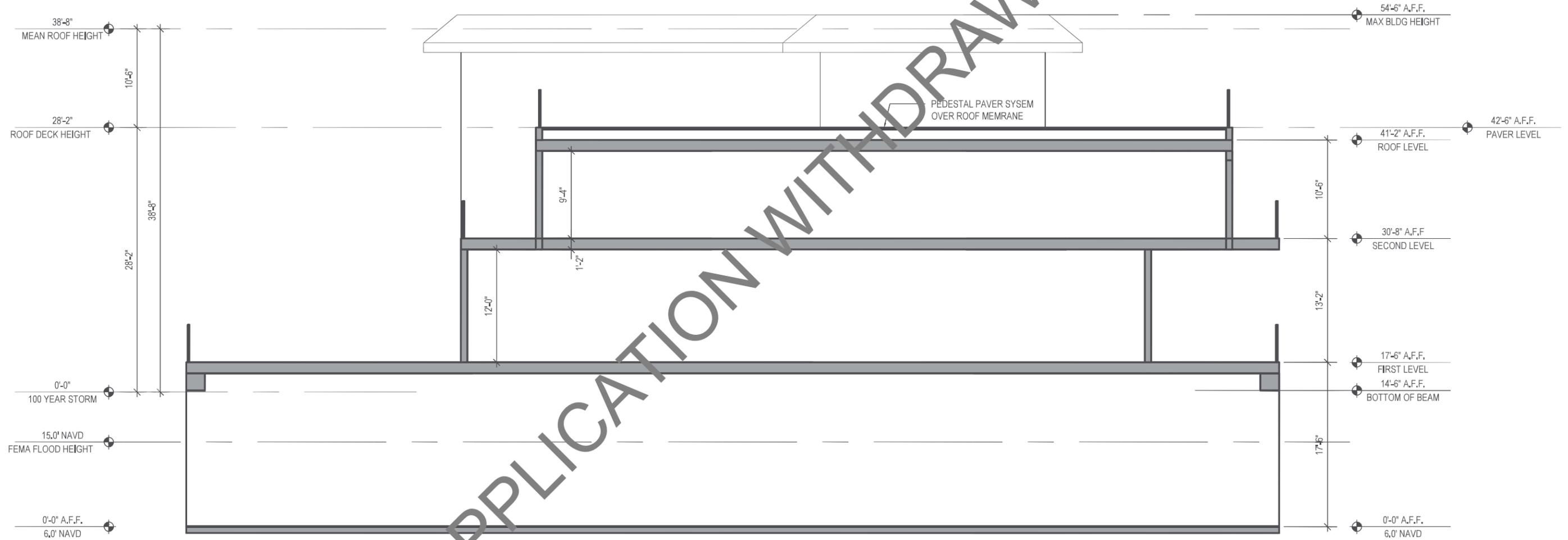
PERSUAD PROPERTIES

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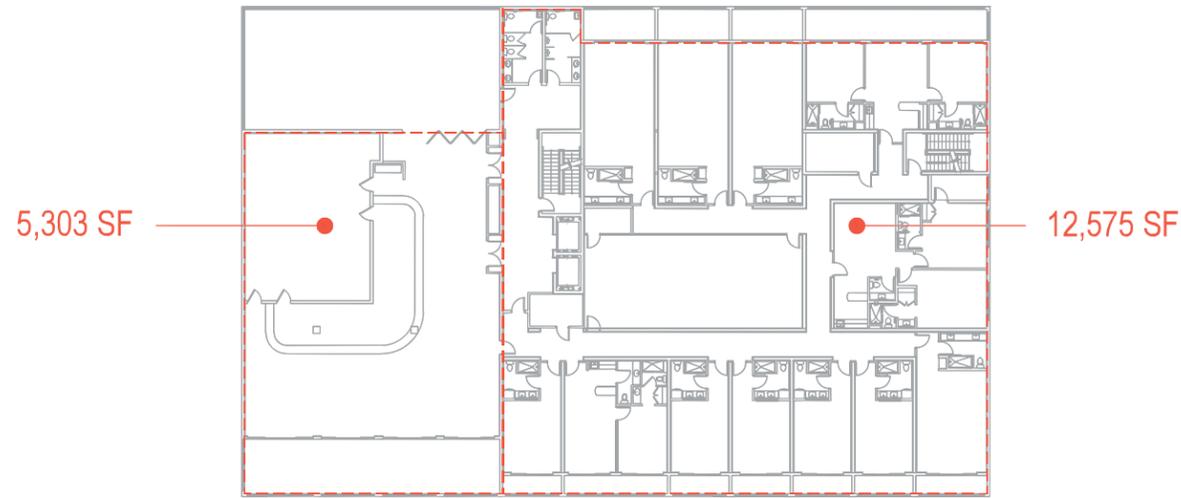


FORM IS OUR FUNCTION

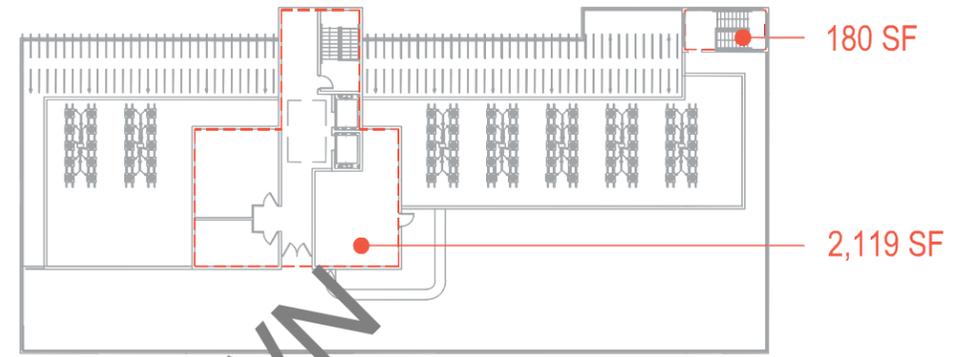


BUILDING HEIGHT DIAGRAM

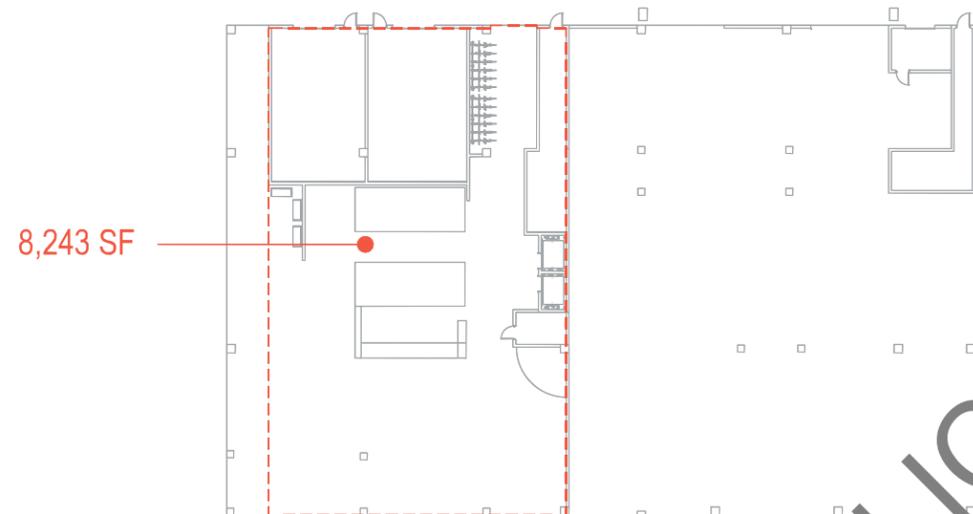
APPLICATION WITHDRAWN



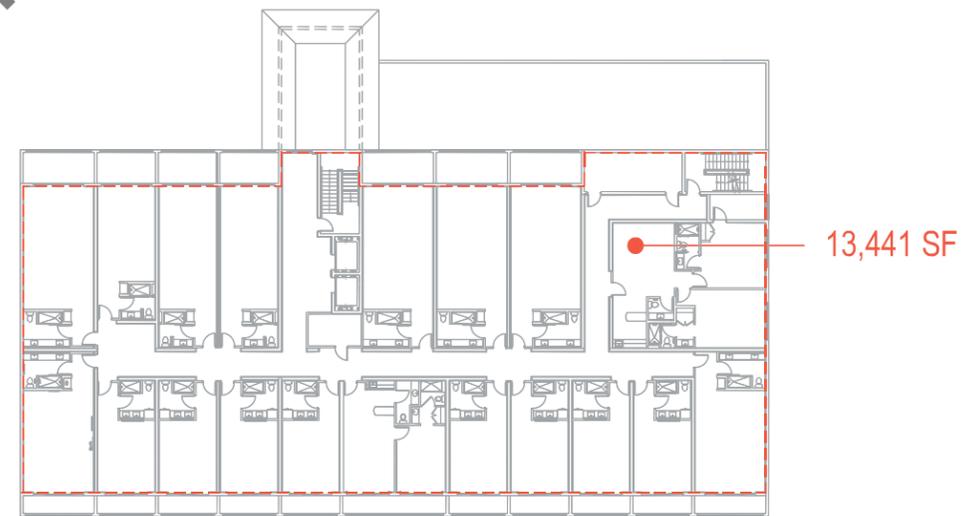
FIRST LEVEL



ROOF LEVEL



GROUND ELVEL



SECOND LEVEL

SITE AREA	23,450sf
FAR 1.8	42,210sf
GROUND LEVEL	8,243sf
FIRST LEVEL	17,878sf
RESTAURANT	5,303sf
HOTEL	12,575sf
SECOND LEVEL	13,441sf
ROOF DECK AMENITY	2,299sf
TOTAL BUILDING AREA	41,861sf

APPLICATION WITHDRAWN

Exhibit C

**Conceptual Renderings
May 1, 2025**

APPLICATION WITHDRAWN

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APPLICATION UNDER DRAFTING

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APPLICATION WITHDRAWN