

ORDINANCE NO. 25-17

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 110-130 CONNECTICUT STREET (PARCEL 1) AND 134/138 CONNECTICUT STREET (PARCEL 2) FORT MYERS BEACH, FL, STRAP NOS. 29-46-24-W1-00151.0010 AND 29-46-24-W1-00151.001A AND OWNED BY FIRST BAPTIST CHURCH OF FORT MYERS, INC., AS AUTHORIZED BY SECTION 2-100 OF THE TOWN'S LAND DEVELOPMENT CODE AND IN COMPLIANCE WITH THE PROCEDURES FOR APPLICATION AND APPROVAL OF DEVELOPMENT AGREEMENTS WITH DEVIATIONS SET FORTH IN RESOLUTION NUMBER 24-73 AND AMENDED BY RESOLUTION 24-247 FOR THE PURPOSE OF REDEVELOPMENT OF THE PARCELS 1 AND 2 TO ALLOW REBUILDING A CHURCH FACILITY AND 12 SINGLE-FAMILY HOMES; PROVIDING FOR TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO THE IDENTIFICATION OF THE PROPOSED USE OF THE PROPERTY, A FINDING OF CONSISTENCY WITH THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN, COMMITMENTS AND DEVELOPMENT OBLIGATIONS, DEVIATIONS NEEDED FOR DEVELOPMENT; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-100 of the Town's Land Development Code ("LDC"), authorizes the Town 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, First Baptist Church of Fort Myers Beach, Inc. ("Property Owner") has requested approval of this Home Rule Development Agreement pursuant to Section 2-96 of the LDC and Resolution 24-73, as amended by Resolution 24-247; and

WHEREAS, Fort Myers BBC Residential, LLC, a Delaware limited liability company (hereinafter "BBC Residential") is the contract purchaser of approximately 2.05 +/- acres of land owned by Property Owner and located landward of the 1978 Coastal Construction Control Line (hereinafter "CCCL"), being legally described in Exhibit "A" of DA as Parcel 1; and

WHEREAS, Parcel 2 is approximately 1.10 +/- acres and located landward of the 1978 Coastal Construction Control Line (hereinafter "CCCL"), being legally described in Exhibit "B" of DA attached hereto as Parcel 2. Parcel 1 and Parcel 2 are collectively referred to as the "Property"; and

WHEREAS, the Property Owner seeks to rezone Parcel 1 of the Property from Institutional to Residential Conservation (RC) to permit the construction of 12 single-family dwelling units by its BBC Residential or its related company; and

WHEREAS, Property Owner seeks to redevelop Parcel 2 as a Place of Worship (church) to serve its existing and future church adherents as well as the residents of Fort Myers Beach; and

WHEREAS, Property Owner has authorized S.J. Collins Development LLC to act as its agent for purposes of securing the Development Agreement with the Town; and

WHEREAS, First Baptist Church of Fort Myers Beach and S.J. Collins Development LLC have entered into that certain Development Agreement, dated May 28, 2024, as amended by that certain First Amendment to Development Agreement, dated June 11, 2024 (the “S.J. Collins Development Agreement”) that sets forth the rights and obligations of Property with respect to redevelopment of the Place of Worship (church) on Parcel 2 as set forth in Exhibit C to the Home Rule Development Agreement; and

WHEREAS, Parcel 2 is the prior location of the Place of Worship, which sustained significant damage from Hurricane Ian; and

WHEREAS, Parcel 2 is currently zoned IN, which permits a Place of Worship as defined in Section 34-2, LDC as a permitted use; and

WHEREAS, the Town and the Property Owner desire to enter into this Home Rule Development Agreement to provide for the approval and a comprehensive understanding of the redevelopment parameters for Parcels 1 and 2, consistent with the Town’s Land Development Code and Comprehensive Plan as set forth in the Home Rule Development Agreement; and

WHEREAS, a public hearing was held before the Town of Fort Myers Beach Local Planning Agency (LPA) on September 9, 2025, and the LPA reviewed the proposed Home Rule Development Agreement and by a vote of 6-0 to recommend approval with conditions to the Town Council; and

WHEREAS, the Town Council held its first reading and public hearing of Ordinance 25-17 containing the Home Rule Development Agreement at its October 6, 2025 Town Council meeting, during which the Town Council heard testimony from Town staff, the Property Owner and interested parties as well as review of the agenda materials and thereafter voted 5 to 0 to schedule a Second Reading and adoption hearing on November 3, 2025; and

WHEREAS, a Business Impact Estimate was prepared and posted on the Town’s website on October 27, 2025, as required by Section 166.041(4), Florida Statutes; and

WHEREAS, Ordinance 25-17 was advertised on October 24, 2025; and

WHEREAS, thereafter the Town Council held the second and final reading and public hearing to adopt Ordinance 25-17, containing the Home Rule Development Agreement on November 3, 2025 and approved with conditions the request by a vote of 5 to 0; and

WHEREAS, the Town Council determined that adoption of the ordinance, as provided herein is in the best interests of the health, safety, welfare, and morals of the Town’s residents.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The above recitals are true, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council hereby formally approves the Home Rule Development Agreement attached hereto as Exhibit “A” to Ordinance 25-17 and authorizes the Property Owner to proceed with the development as further outlined therein.

Section 3. The Town Clerk is directed to record an executed copy of the Development Agreement in the Official Records of Lee County, Florida.

Section 4. If any section, subsection, sentence, clause, word, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 5. This Ordinance shall take effect as of the date of adoption.

The foregoing Ordinance was adopted by the Town Council upon motion by Vice-Mayor Atterholt and seconded by Council Member Safford, and upon being put on a roll call vote, the results were as follows:

Dan Allers, Mayor	<u>Aye</u>
Jim Atterholt, Vice-Mayor	<u>Aye</u>
John R. King, Council Member	<u>Aye</u>
Scott Safford, Council Member	<u>Aye</u>
Karen Woodson, Council Member	<u>Aye</u>

ADOPTED this 3rd day of November, 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (Feb 3, 2026 11:37:07 EST)

Dan Allers, Mayor

ATTEST:


Amy Baker (Feb 3, 2026 13:13:17 EST)

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


Nathan D. Vose (Feb 2, 2026 16:08:01 EST)

Vose Law Firm, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this 3 day of Feb., 2026.

Exhibits:

Exhibit A: Development Agreement

EXHIBIT A
HOME RULE DEVELOPMENT AGREEMENT

(As Approved on November 3, 2025)

THIS HOME RULE DEVELOPMENT AGREEMENT (hereinafter “Agreement” or “Development Agreement”) is entered into this 2nd day of February, 2026, by and between the **TOWN OF FORT MYERS BEACH, FLORIDA**, a municipality of the State of Florida (hereinafter “Town”), having its principal office at 6231 Estero Blvd., Fort Myers Beach, FL, and **FIRST BAPTIST CHURCH OF FORT MYERS BEACH, INC.**, a Florida corporation, whose address is 130 Connecticut Street, Fort Myers Beach, Florida 33931 (“Property Owner”) Property Owner and the Town may hereinafter be individually referred to as “Party” and collectively referred to as the “Parties.”

WHEREAS, Section 2-100 of the Town’s Land Development Code (“LDC”) authorizes the Town 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 Property Owner has requested approval of this Development Agreement pursuant to Section 2-96 of the LDC and Resolution 24-73, as amended by Resolution 24-247 regarding its real property located at 110-130 Connecticut Street and 134/138 Connecticut Street Fort Myers Beach, FL, (collectively referred to as “the Property”); and

WHEREAS, Fort Myers BBC Residential, LLC, a Delaware limited liability company (hereinafter “BBC Residential”) is the contract purchaser of Parcel 1, approximately 2.05 +/- acres of the Property, located landward of the 1978 Coastal Construction Control Line (hereinafter “CCCL”), and more specifically described in Exhibit “A” (“Parcel 1”) and

WHEREAS, BBC Residential is owned by S. J. Collins Enterprises, LLC, a Georgia limited liability company authorized to do business in the State of Florida, who will be the developer of Parcel 1 (“Developer”); and

WHEREAS, the remainder of the Property is approximately 1.10 +/- acres in size and is located within the Town directly adjacent to Parcel 1, and landward of the 1978 Coastal Construction Control Line (hereinafter “CCCL”), being legally described in Exhibit “B” attached hereto (hereinafter, “Parcel 2,” with Parcel 1 and Parcel 2 being collectively referred to as the “Property”); and

WHEREAS, the Property Owner is requesting a rezoning of Parcel 1 in the Home Rule Development Agreement from Institutional to Residential Conservation (RC) zoning, subject to conditions and deviations which will permit the construction of 12 single-family dwelling units by Developer subsequent to acquisition of Parcel 1 by BBC Residential; and

WHEREAS, Property Owner seeks to redevelop its Place of Worship (“Church”) on Parcel 2 of the Property to serve existing and future members of the Church, which previously had sustained extensive damage from Hurricane Ian in 2022, and residents of the Town; and

WHEREAS, Property Owner has authorized Developer, to serve as its agent for purposes of securing the Development Agreement with the Town; and

WHEREAS, Property Owner and Developer have entered into that certain Development Agreement, dated May 28, 2024, as amended by that certain First Amendment to Development Agreement, dated June 11, 2024, which sets forth the rights and obligations of Property Owner and Developer with respect to redevelopment of Parcel 2, the relevant provisions of which are attached hereto as Exhibit C; and

WHEREAS, Parcel 2 is currently zoned IN, which will continue to allow use of Parcel 2 as a church as defined in Section 34-2, LDC; and

WHEREAS, as of the date of approval of this Development Agreement all outstanding fees for water service due to the Town have been paid and the pending code violation in Case No. 20241086 has been brought into compliance; and

WHEREAS, the Town and the Property Owner desire to enter into this Agreement to provide for the approval and a comprehensive understanding of the proposed redevelopment of Parcels 1 and 2 of the Property, in a manner consistent with Sections 2-96 and 2-100 of the Town's Land Development Code, Resolution 24-73, as amended by Resolution 24-247, and the Town's Comprehensive Plan ("Applicable Regulations"), as set forth herein due to the unified nature of the proposed redevelopment of the Property; and

WHEREAS, a public hearing was held before the Town of Fort Myers Beach Local Planning Agency("LPA") on the 9th day of September, 2025, and the LPA reviewed the proposed Agreement and by a vote of 6 to 0 recommended approval of the Agreement, subject to conditions; and to the Town Council; and

WHEREAS, the Town Council conducted two public hearings on the 6th day of October, 2025, and the 3rd day of November, 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 500 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 Property Owner, Developer, Town staff, and the public, the Town Council has determined that 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.

WHEREAS, a Business Impact Estimate was prepared and posted on the Town's website on the 27th day of October, 2025, prior to Second Reading as required by Section 166.041(4), Florida Statutes; and

WHEREAS, Ordinance 25-17 was advertised on the 24th day of October 2025 in the News-Press 10 days prior to the Second Reading;

WHEREAS, the Town Council determined that adoption of Ordinance 25-17, containing the Development Agreement, was in the best interests of the health, safety, welfare, and morals of the Town's residents.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein as authorized by and consistent with the Applicable Regulations, and for other good and valuable considerations, the receipt of which the parties hereby acknowledge, the Town and the Property Owner agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference as legislative findings in further support of the approvals contained herein. All exhibits to this Agreement are deemed a part hereof.

2. Property Subject to this Agreement. Parcels 1 and 2 as described in Exhibits A and B are subject to the terms and conditions of this Agreement.

3. Ownership. Property Owner is the legal and equitable owner, having an interest in the Property pursuant to Instrument No.: 456803 recorded in Book 445, Page 536 on January 25, 1968, and Instrument No. 500060 recorded in Book 519, Pages 363-65 on March 11, 1969, both in the Official Records of Lee County, Florida. Developer hereby represents and warrants to the Town that it is lawfully authorized to represent the Property Owner as its agent pursuant to the S.J. Collins Development Agreement, relevant provisions of which are attached hereto as Exhibit C. The Town has received a title opinion from a Florida attorney upon which it can rely for the purpose of confirmation of the Property Owner and Developer's representations.

4. Proposed Development and Use of the Property. The proposed uses and development of Parcels 1 and 2 as set forth in the recitations hereof (hereinafter the "Proposed Development") will be consistent with the following as shown on the Master Concept Plan (Site Plan) attached as Exhibit F:

A. Parcel 1 – Residential Development

(1) Primary Use.

Parcel 1 is hereby rezoned to Residential Conservation (RC), which will allow the construction of 12 single family homes, based on the Town Council's approval and acceptance of competent and substantial evidence as set forth in Exhibit D consistent with and as required by Applicable Regulations.

(2) Other Permitted and Prohibited Uses.

The permitted uses of Parcel 1 will be limited to the uses permitted in the Residential Conservation (RC) zoning district, and normal accessory uses such as a thrift shop or food pantry, unless otherwise explicitly approved at a public hearing by amendment to this Agreement.

The following uses shall be prohibited unless otherwise mandated by Florida law:

- (a) Bed and Breakfast
- (b) Community Residential home
- (c) Home Care
- (d) Daily rental of dwelling unit
- (e) No buildings in excess of the height permitted in the RC zoning district.
- (f) Overnight Recreational Vehicle Parking

(3) Building Setbacks.

- (a) For lots that are adjacent to Estero Blvd, building setbacks shall be a minimum of 25 feet from the public street right of way.
- (b) For lots that are adjacent to Connecticut Street, building setbacks shall be a minimum of 11 feet from the public street right of way.
- (c) Building setbacks from Alleys shall be a minimum of 10 feet from the alley easement/right-of-way line.
- (d) Building setbacks from rear lot lines shall be a minimum of 10 feet from the rear lot line.

(4) Alleys.

- (a) Alleys shall have a minimum pavement width of 20 feet with 2' gutters on each side.
- (b) Alleys up to 179 feet shall not be required to have a cul-de-sac or hammerhead turn around if serve 3 or fewer lots.
- (c) Alleys up to 233 feet shall not be required to have a cul-de-sac if a hammerhead turn around is provided and if the alley serves 9 or fewer lots.
- (d) Minimum alley separation from Parcel 2 driveway shall be 25 feet.
- (e) Alleys shall be privately maintained by a homeowner's association

(5) Drainage. Parcels 1 and 2 will have a shared stormwater management system.

B. Parcel 2 – Place of Worship

(1) Definition.

The term of "Place of Worship" shall be defined as in Section 34-2 of the LDC.

(2) Primary Use.

The primary use of Parcel 2 will be for a Place of Worship facility, inclusive of religious worship and fellowship and traditional church activities, including but not limited to worship services, Sunday school, youth meetings, and other related religious gatherings.

(3) Other Permitted and Prohibited Uses.

- (a) Parcel 2 will retain the Institutional (IN) zoning district, and normal

accessory uses, unless otherwise explicitly approved at a public hearing by amendment to this Agreement.

(b) No temporary or permanent living quarters or dwelling unit(s) will be provided on-site.

(c) No overnight parking of Recreational Vehicles.

(d) No social services, or rehabilitation programs will be conducted on-site.

(4) Building Setbacks.

(a) For buildings that are adjacent to a public street right of way, building setbacks shall be a minimum of 20 feet from the public street right of way.

(b) Building setbacks from side lot lines shall be a minimum of 7 feet from side lot lines,

(c) Building setbacks from rear lot lines shall be a minimum of 20 feet from the rear lot line.

(5) Parking.

Parking will be provided per the requirements in Section 34- 2052 of the LDC, as it may be amended.

(6) Maximum Sanctuary Square Footage.

(a) Gross Floor Area: The Gross Floor Area is 7,000 square feet.

(b) Height: The structure will be limited to a maximum height of 35 feet as measured pursuant to Section 34-631, LDC. The structure is limited to 3 habitable floors.

(c) Elevation: The building will meet one foot above base floor or other applicable FEMA and Standard Building Code elevations.

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

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

E. Conflicts. Any conflict between the matters set forth in this paragraph and other paragraphs in this Agreement will be resolved in favor of the terms and conditions in this Paragraph. 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.

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

(a) Potable Water: Potable water will be supplied by the Town of Fort Myers Beach. The Town presently has adequate capacity 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 application. The Developer is responsible for improvements to the utility system required to service the proposed development.

(b) Sanitary Sewer: Wastewater services will be provided by Lee County Utilities (LCU). LCU presently has adequate capacity 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 environmental resource permit ("ERP") to be issued by the South Florida Water Management District ("SFWMD") for the Property. Prior to issuance of the development order, if applicable, Developer will provide plans related to storm water run-off into the Town's system to the Town. 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. The applicant for a building permit will be required to pay Fire and EMS impact fees.

(f) Public Schools: Parcel 2 does not include any residential development and will have no impact on the School District. The Developer of Parcel 2 will not be required to provide a letter of capacity from Lee County School District.

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 consistent with the dual rational nexus test, 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 for those facilities subject to concurrency consistent with Section 163.3180, F.S.

5. 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 building permit and payment will be required consistent with Section 163.31801, F.S. Site-related improvements will be evaluated by the Town during the review of the development order application.

6. 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/ Subdivision Plat
- Town of Fort Myers Beach Building Permit
- South Florida Water Management District Environmental Resources Permit
- South Florida Water Management District Water Use Permit (dewatering)
- South Florida Water Management District Water Use Permit (Irrigation)
- FDEP Water permit
- LCDOH Portable Water
- Lee County Limited Review Development Order pursuant to LDC Section 10-297
- Lee County Right-of-Way (ROW) 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 pursuit 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.

7. 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) Vehicular access to and from Parcel 2 from Connecticut Street will be limited to a single access for the north side; and
- (b) On-site traffic management will be provided by the First Baptist Church of Fort Myers Beach during peak hours of use; and
- (c) Maintenance of the sidewalks along Connecticut Street on Parcel 2; and
- (d) Redevelop the Connecticut Street frontages on Parcel 2 consistent with landscape requirements set forth for the IN Zoning district as set forth in the LDC; and

(e) Provide a buffer zone in accordance with the standards set forth in Section 10-416, LDC between the place of worship and the existing adjacent single-family residences to the northwest and southwest of Parcel 2.

(f) Allow the use of the parking lot by governmental entities as a staging area post storm event or other Act of God.

8. Deviations. The Deviations set forth in Exhibit E to this Agreement are incorporated by reference as if fully set forth herein, and are granted pursuant to this Agreement.

9. Consistency with the Comprehensive Plan. The Proposed Development outlined in this Agreement is consistent with the Applicable Regulations, including but not limited to 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. This Agreement has been reviewed and approved by the Town in a manner consistent with the procedures required for 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 24-73. Notwithstanding the foregoing, the deviations identified in paragraph 10 are approved.

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

(a) Utilities, which include water, sewer, gas, electricity, cable television, and other utilities will be reviewed during the development order review process; and

(b) Drainage plans will be reviewed in accordance with Section 10-321, LDC; and

(c) Grading plans and elevation requirements of the Town, including, but not limited to those related to the National Flood Insurance Program, will be reviewed during the Development Order review; and

(d) The developer will provide a traffic impact statement as required by Section 10-286, LDC; and

(e) Parking will be provided as required by Section 34-2020; and

(f) All other Town requirements necessary for the initial building permits to build the proposed project on the Property shall have been satisfied.

(g) 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.

11. Amendment.

(a) This Agreement may be amended 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.

12. Notices. All notices required or permitted under this Agreement will be in writing and will be personally delivered or 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: Stephen J. Collins
S.J. Collins Enterprises, LLC
P.O.Box 214
Fairburn, Georgia 30213

with a copy to: Jeffrey F. Montgomery, Esq.
Cushing, Morris, Armbruster & Montgomery,
LLLP 191 Peachtree Street, NE
Suite 4500
Atlanta, Georgia 30303

If to the Town: Town Manager
Town Hall, 6321
Estero Blvd. Fort
Myers Beach, FL
33931

With a copy to: Town Attorney
Town Hall, 6321
Estero Blvd. Fort
Myers Beach, FL
33931

If to Property Owner: First Baptist Church of Fort Myers Beach
130 Connecticut Street
Fort Myers Beach, FL, 33931

13. 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 reasonably required to complete such cure.

14. 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.

15. 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.

16. 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.

17. 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 didn't contain the particular part, term, or provision held to be invalid.

18. 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.

19. 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.

20. Third Party Beneficiaries. The Parties acknowledge that BBC Residential and its respective successors and assigns are intended third party beneficiaries hereof and are entitled to the enforcement of applicable provisions and rights hereunder.

21. 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 five (5) years of the effective date. In the event no building permits are applied for by the Developer within five (5) years of the effective date, the Agreement will terminate. 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, with the redevelopment of the church to precede construction of the 12 residential dwelling units. 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 and will be enforceable by and against the Parties hereto, the First Baptist Church of Fort Myers Beach, the BBC Residential and each of their respective personal representatives, heirs, successors, grantees, and assigns.

22. 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.

23. 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.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

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

FIRST BAPTIST CHURCH OF FORT MYERS BEACH, INC.

Witness: Tomas Salazar
Print Name: Tomas Salazar
Address: 11067 Baltimore St
City/State: Weeki Wachee FL

Mallie Critser
Print Name: Mallie Critser
Title: Director

Witness: Billie Ruth Staples
Print Name: Billie Ruth Staples
Address: 139 Connecticut St
City/State: Fort Myers Beach FL

(Corporate Seal)

STATE OF FLORIDA COUNTY OF LEE

SWORN TO AND SUBSCRIBED BEFORE ME, on this 2nd day of Feb, 2026 by means of (4) physical presence or () online notarization, personally appeared Mallie Critser as Director of First Baptist Church, () who is personally known to me or () who has produced Drivers license as identification.

NOTARY PUBLIC - State of Florida

My commission expires: 08/24/29



ATTEST:

**TOWN OF FORT MYERS BEACH,
FLORIDA**, a Florida municipal corporation



Amy Baker (Feb 3, 2026 13:13:17 EST)

Amy Baker, Town Clerk

Date: Feb 3, 2026



Dan Allers (Feb 3, 2026 11:37:07 EST)

Dan Allers, Town Mayor

Date: Feb 3, 2026

**Approved as to form and legality for use and
reliance only by the Town of Fort Myers
Beach, Florida:**



Nancy Vose (Feb 2, 2026 16:08:01 EST)

Vose Law Firm, LLP, Town Attorney

Exhibits:

- A. Legal Description and Sketch of Parcel 1
- B. Legal Description and Sketch of Parcel 2
- C. Excerpt of Agreement between Developer and the First Baptist Church of Fort Myers Beach
- D. Rezoning Criteria and Findings
- E. Deviations
- F. Master Concept Plan (Site Plan)

SKETCH AND DESCRIPTION
EXHIBIT "A"
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

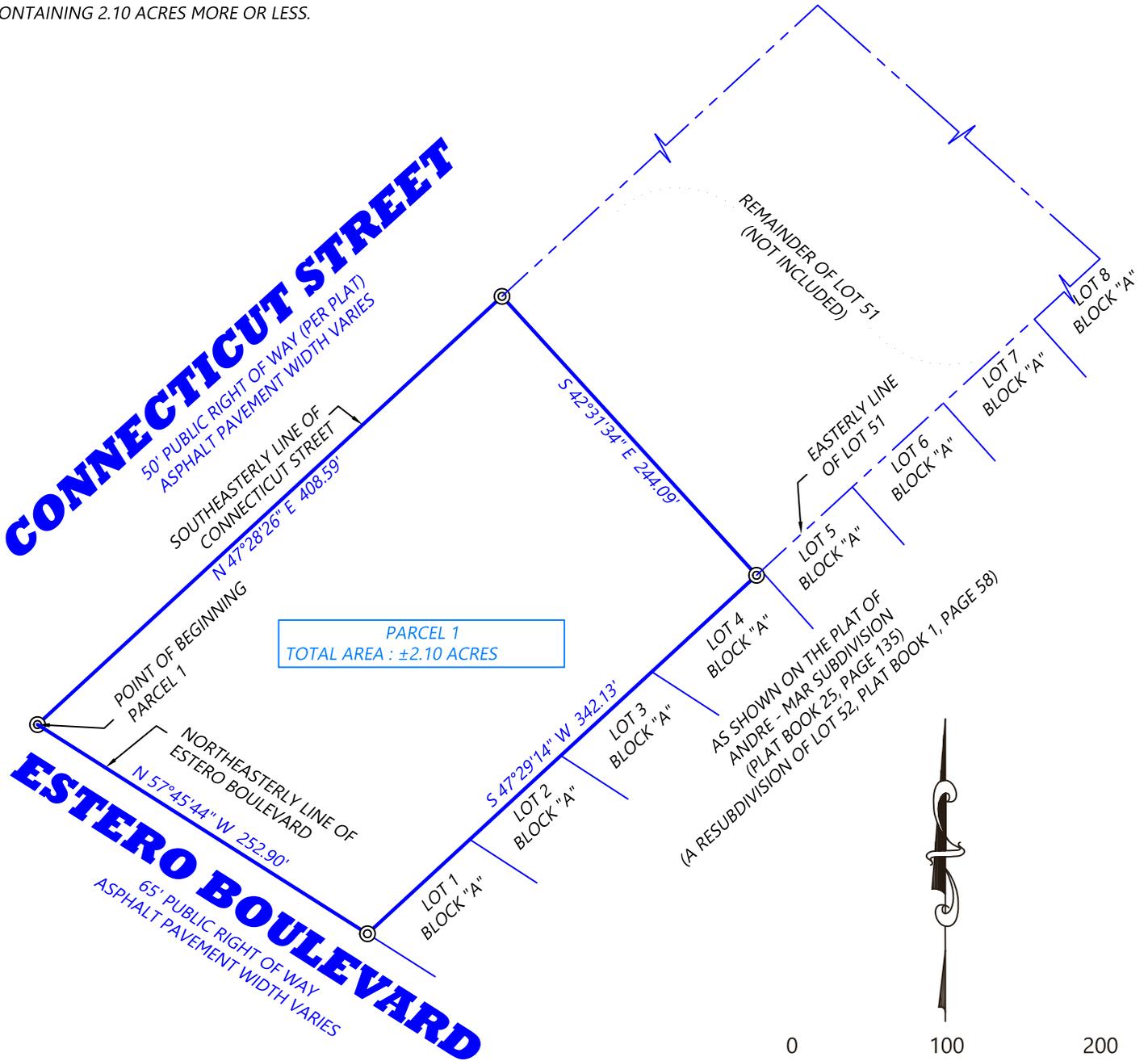
LEGAL DESCRIPTION

PARCEL 1:

A LOT OR PARCEL OF LAND LYING IN LOT 51 OF THAT CERTAIN SUBDIVISION KNOWN AS CASE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 1 AT PAGE 58 WHICH IS DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF ESTERO BOULEVARD AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF CONNECTICUT STREET, AS SHOWN ON SAID PLAT, RUN N 47°28'26" E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF CONNECTICUT STREET, A DISTANCE OF 408.59 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF CONNECTICUT STREET RUN S 42°31'34" E, A DISTANCE OF 244.09 FEET TO THE EASTERLY LINE OF SAID LOT 51; THENCE RUN S 47°29'14" W, ALONG SAID EASTERLY LINE OF LOT 51, A DISTANCE OF 342.13 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF ESTERO BOULEVARD; THENCE RUN N 57°45'44" W, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF ESTERO BOULEVARD, A DISTANCE OF 252.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.10 ACRES MORE OR LESS.



SURVEYORS NOTES:

1. NO UNDERGROUND FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN HEREON.
2. THIS SKETCH & DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, EASEMENTS OR RIGHTS OF WAY WERE FURNISHED TO THE UNDERSIGNED, UNLESS OTHERWISE SHOWN HEREON.
3. SEE LEGEND FOR SYMBOLS AND/OR ABBREVIATIONS USED HEREON.
4. BEARINGS SHOWN HEREON ASSUMED (W. LINE SUBJECT LOT BEING N 47°28'26" E).
5. THIS SKETCH & DESCRIPTION IS NOT VALID, UNLESS ACCOMPANIED BY AN AUTHENTICATED ELECTRONIC DIGITAL SIGNATURE WITH DATE AND DIGITAL SEAL OR ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL THIS DOCUMENT HAS NOT BEEN AUTHORIZED AND IS FOR INFORMATIONAL PURPOSES ONLY.
6. PURPOSE OF SURVEY: SKETCH & DESCRIPTION FOR PARCEL 1.
7. THIS SKETCH & DESCRIPTION DOES NOT REFLECT NOR DETERMINE OWNERSHIP.
8. NO WETLAND JURISDICTIONAL AREAS OR OTHER TOPOGRAPHIC FEATURES HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN HEREON.
9. THIS SKETCH & DESCRIPTION WAS PREPARED EXPRESSLY FOR THE NAMED ENTITIES. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT FROM MICHAEL D. CROW & ASSOCIATES, INC. OR THE CERTIFYING LAND SURVEYOR.

LEGEND:

- L.B. LICENSED BUSINESS
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- — — — — LAND / PLAT LINE

SHEET NO.: 1 OF 1 DATE PREPARED: 10/03/2024 SCALE: 1" = 100' DRAWN BY: JB REVISIONS:

DWG:
240313-P1-SD


Michael D. CROW & ASSOCIATES INC.
CERTIFICATE OF AUTHORIZATION # 7936
 509-B W. ALEXANDER STREET, PLANT CITY, FL 33563
 PHONE: (813) 754-0505 * EMAIL: CROWSURVEYING@GMAIL.COM

**SKETCH & DESCRIPTION
 FOR
 PARCEL 1**

**MICHAEL D. CROW, P.S.M., L.S. 5761
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER**

SKETCH AND DESCRIPTION
EXHIBIT B
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

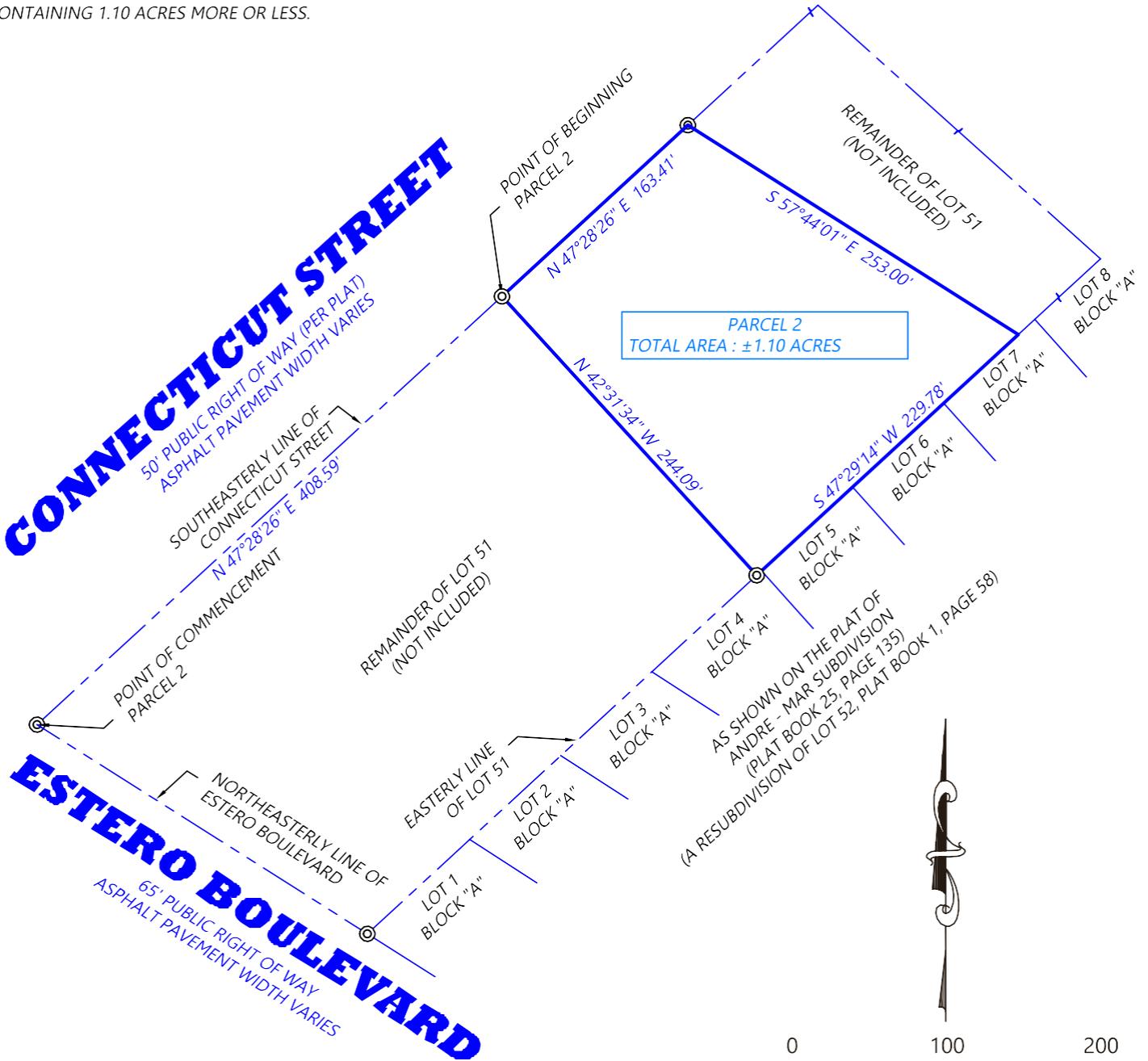
LEGAL DESCRIPTION

PARCEL 2:

THAT PART OF LOT 51 IN THAT CERTAIN SUBDIVISION KNOWN AS CASE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN PLAT BOOK 1, PAGE 58, PUBLIC RECORDS OF LEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF ESTERO BOULEVARD AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF CONNECTICUT STREET, AS SHOWN ON SAID PLAT, RUN N 47°28'26" E, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF CONNECTICUT STREET, A DISTANCE OF 408.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF CONNECTICUT STREET, N 47°28'26" E, A DISTANCE OF 163.41 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF CONNECTICUT STREET, RUN S 57°44'01" E, A DISTANCE OF 253.00 FEET TO A THE EASTERLY LINE OF SAID LOT 51; THENCE RUN S 47°29'14" W, ALONG SAID EASTERLY LINE OF LOT 51, A DISTANCE OF 229.78 FEET; THENCE DEPARTING SAID EASTERLY LINE OF LOT 51, RUN N 42°31'34" W, A DISTANCE OF 244.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.10 ACRES MORE OR LESS.



SURVEYORS NOTES:

1. NO UNDERGROUND FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN HEREON.
2. THIS SKETCH & DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, EASEMENTS OR RIGHTS OF WAY WERE FURNISHED TO THE UNDERSIGNED, UNLESS OTHERWISE SHOWN HEREON.
3. SEE LEGEND FOR SYMBOLS AND/OR ABBREVIATIONS USED HEREON.
4. BEARINGS SHOWN HEREON ASSUMED (W. LINE SUBJECT LOT BEING N 47°28'26" E).
5. THIS SKETCH & DESCRIPTION IS NOT VALID, UNLESS ACCOMPANIED BY AN AUTHENTICATED ELECTRONIC DIGITAL SIGNATURE WITH DATE AND DIGITAL SEAL OR ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL THIS DOCUMENT HAS NOT BEEN AUTHORIZED AND IS FOR INFORMATIONAL PURPOSES ONLY.
6. PURPOSE OF SURVEY: SKETCH & DESCRIPTION FOR PARCEL 2.
7. THIS SKETCH & DESCRIPTION DOES NOT REFLECT NOR DETERMINE OWNERSHIP.
8. NO WETLAND JURISDICTIONAL AREAS OR OTHER TOPOGRAPHIC FEATURES HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN HEREON.
9. THIS SKETCH & DESCRIPTION WAS PREPARED EXPRESSLY FOR THE NAMED ENTITIES. NO OTHER PERSON OR ENTITY IS ENTITLED TO RELY UPON THIS SURVEY FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT FROM MICHAEL D. CROW & ASSOCIATES, INC. OR THE CERTIFYING LAND SURVEYOR.

LEGEND:

- L.B. LICENSED BUSINESS
- P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
- LAND / PLAT LINE

SHEET NO.: 1 OF 1 | DATE PREPARED: 10/03/2024 | SCALE: 1" = 100' | DRAWN BY: JB | REVISIONS:

DWG:
240313-P2-SD

Michael D. CROW & ASSOCIATES INC.
CERTIFICATE OF AUTHORIZATION # 7936
 509-B W. ALEXANDER STREET, PLANT CITY, FL 33563
 PHONE: (813) 754-0505 * EMAIL: CROWSURVEYING@GMAIL.COM

**SKETCH & DESCRIPTION
 FOR
 PARCEL 2**



**MICHAEL D
 CROW**
 2024.10.15
 15:48:14
 -04'00'

MICHAEL D. CROW, P.S.M., L.S. 5761
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Exhibit C

S.J. Collins Development Agreement Excerpt

Developer will subsequently seek to obtain: (a) the proper zoning and plan approval for the Project, (b) all required platting and subdivision of the Church Property from the remainder of the Property, (c) all final and unappealable permits, licenses, approvals, rezonings or variances by all public authorities and/or applicable third parties, upon terms and conditions acceptable to Owner in its sole discretion, as may be necessary for the construction and use of the Project as a church and supporting activities. Developer will also provide pre-, during- and post-construction consulting, administration and management services to further the design and develop the Property according to the Development Requirements and shall oversee the performance of services by the architect, general contractor, engineers and contractors under the Major Contracts and assist in the negotiation of same, which services are further detailed in the Scope of Work attached hereto as **Exhibit C**. The foregoing Developer duties set forth in this Section 2.2 are herein referred to as the “**Services**.” Notwithstanding any provision herein to the contrary, Developer’s discretion or obligations with respect to material development activities shall be subject to Owner’s reasonable approval.

EXHIBIT D

Parcel 1 – Rezoning IN to Residential Conservation

Rezoning procedures are governed by LDC sec. 34-85 which requires that the Town Council hear and decide all applications for changes in zoning district boundaries. The following criteria was considered and reached based on competent and substantial evidence presented to the Town Council in reaching its decision to rezone Parcel 1. The 12 dwelling units proposed for Parcel 1 is consistent with FLU1-A-1 in seeking to develop twelve homesites at a maximum floor area ratio of 40%. The homes contextually fit into the surrounding Connecticut Street and Andre Mar Drive community character and neighborhood. The Development Agreement allows for reduced setbacks for these homes in order to provide access alleyways. The alleyways ensure that there are no driveways along Estero Boulevard. The access alleys add two curb cuts on Connecticut Street, which will minimally impact the neighborhood. The design also allows for common green space and appropriate stormwater collection areas.

Accompanying each item is the applicant response following by Staff determination.

- (1) There is no error or ambiguity in the record that must be corrected.
- (2) Whether there exist changed or changing conditions which make approval of the request appropriate.
 - a. Applicant response: The site was a fully developed site prior to the 2022 Hurricane Ian event; it featured 4343 sf of religious facilities owned and operated by the Baptist Church. The entire religious facility was destroyed during the 2022 hurricane event. The 2.1 acre rezoning is to support the reconstruction of the Baptist church by selling off the Estero Blvd. portion of the land to provide funding for church reconstruction on the remaining portion. The pending reconstruction of the site's church makes the request appropriate.
 - b. Staff determination: There are changing conditions of the community. In 2022 Hurricane Ian impacted all of Fort Myers Beach. The site could continue to be appropriately utilized as a Church or other institutional uses. As the surrounding neighborhood has remained the same or similar composition as prior to the hurricane Ian the conditions that would impact zoning rules are unchanged.
- (2) The impact of a proposed change on the intent of this chapter.
 - a. Applicant response: Based on compliance with the Mixed Residential Future Land Use designation and the adjoining and adjacent RC zoned and developed properties, there is no impact on the intent of LDC Chapter 34.
 - b. Staff determination: There is no impact on the intent of LDC Chapter 34.
- (3) The testimony of any applicant.
- (4) The recommendation of staff and of the local planning agency.
- (5) The testimony of the public.
- (6) Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.
 - a. Applicant response:

The RC zoning request is consistent with Town of Fort Myers Beach Comprehensive Land Use Plan's objectives, policies, intensities and uses. The increase in single-family houses within an existing neighborhood, as well as the reduction in land utilized for a commercial-like facility comply with the Comprehensive Plan. The consistency assessment is as follows:

Land Use Element

Policy FLU-1-A-1 *Maintaining the town’s current “human scale” is a fundamental redevelopment principle. Fort Myers Beach is best enjoyed from new buildings should be designed to encourage use or admiration by people on foot or bicycle, rather than separating them with gates, walls, deep setbacks, or unnecessary building heights. The Land Development Regulations shall ensure that improvements which potentially impact the appearance of Estero Boulevard, as well as major activity centers such as Times Square and Villa Santini, the mixed-use districts, the town’s shoreline, scenic views of the waterfront and tidal waters, public parks and other public grounds and institutions are managed and enhanced through application of the site plan review process. Community character is reflected in Floor to Area Ratios (FAR), lot sizes, house sizes, site placement, height, architectural features and existing vegetation. The Town shall strive to stabilize and preserve neighborhoods and establish urban design standards which protect and promote quality of life, in order to prevent tear downs, encourage re-use, infill and new development.*

Response: The RC zoning is consistent with FLU1-A-1 in seeking to develop approximately eight 4,000 sf homesites at a maximum floor area ratio of 40%. The small homes contextually fit into the surrounding Connecticut Street and Andre Mar Drive community character and neighborhood.

Policy FLU-1-A-4. *Easy walking access to the beach is a key element of the town’s human scale. Development trends that inhibit this access are undesirable. The Town shall not vacate, diminish, or otherwise impair publicly owned pathways, sidewalks, roads, ends of roads, parking areas, docks or boat launching facilities, and other access points currently used, or susceptible to use, by the public to access the shorelines, consistent with Comprehensive Plan unless there is documented evidence that physical public access is destabilizing unaltered shorelines.*

Response: The RC zoned parcel will require sidewalk construction and Type D 15-ft wide landscaping along Estero Blvd and Connecticut Street frontage. New sidewalk construction will facilitate public beach access. The zoning is consistent with FLU 1-A-4.

Policy FLU-1-B-4 MIXED RESIDENTIAL *Designed for subdivisions with mixed-housing types on smaller lots, newer high-rise buildings, and RV parks. This category will ensure that Fort Myers Beach retains a variety of neighborhoods and housing types. For new development, the maximum density is 6 dwelling units per acre except those developments previously vested with 10 units under the “platted overlay” may continue.*

Response: The zoning is consistent with FLU 1-B-4 Medium Density Residential (formally Mixed Residential) and its density maximum limit of 6 units per acre. The resulting small homes on small lots maintain the town’s neighborhood and housing type variety.

There is a cap of 12% of land to be utilized for non-residential activities within the Mixed Residential future land use category. The land area being utilized for the church is being reduced and not increased, which does comply with the goals of the Comp. Plan.

Policy FLU1-C-4 BUILDING HEIGHTS *The Land Development Code shall limit the height of new buildings under most conditions to three stories or 30 feet above flood elevation except where otherwise noted in this Comprehensive Plan Land Use categories and to provide for workforce housing units protected by a minimum 30- year covenant.*

Response: The RC request and building height complies with the 30-ft above flood elevation/3 story maximum height Town of Fort Myers Beach rules. The rezoning is consistent with FLU 1-C-4.

Housing Element

Goal HOU-1 *Ensure adequate levels of attainable housing within FMB for residents of all ages.*

Objective HOU-1-A *Maintain an adequate supply of land to meet forecasted housing needs; and maintain current levels of on-island housing suitable for employees working in town.*

Policy HOU-1-A-2 *The plans Future Land Use Map shall continually designate sufficient residential and mixed-use land for varying housing densities and housing types to accommodate forecasted housing needs through build-out.*

Response: The rezoning from Institutional to RC advances the objective of maintaining an adequate supply of land to meet housing needs. The minimum 405- ft lot width and minimum 80-ft lot depth supports the development of smaller, more affordable new homes. The rezoning is consistent with Objective HOU 1-A and Policy HOU 1-A-2.

- a. Staff determination: The application for rezoning complies with the following section of the Town of Fort Myers Beach Comprehensive Plan:
 - Policy FLU-1-A-4
 - Policy FLU-1-B-4 MEDIUM RESIDENTIAL
 - Policy FLU1-C-4 BUILDING HEIGHTS
 - Goal HOU-1 and Objective HOU-1-A and Policy HOU-1-A-

(7) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.

- a. Applicant response: The RC zoning requests proposed uses and intensities are identical to the surrounding neighborhood. The request will meet all performance and locational standards identified within the LDC and without the need for code variances. The subject parcel is of the size and configuration that allows for a small 12 unit subdivision that conforms to RC zoning performance standard identified within page one of this Request Statement.
- b. Staff determination: Staff concurs

(8) Whether urban services are, or will be, available and adequate to serve a proposed land use change.

- a. Applicant response: All required urban services are available to adequately serve the new fire station and future phase mixed uses.
- b. Staff determination: Staff concurs

(9) Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.

- a. Applicant response: The site was comprehensively developed to support a Religious Facility. The site is currently characterized by almost 100% impervious with no onsite natural systems. The request does not include any impact to the environmentally critical areas.
- b. Staff determination: Staff concurs

(10) Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.

- a. Applicant response: The RC zoning requests proposed uses and intensities are identical to the surrounding neighborhood. The new RC 12 unit subdivision will be compatible with the adjacent and adjoining RC Connecticut Street and Andre Mar Dr neighborhoods. The requested 12 unit subdivision will meet all FBC and FEMA regulations. The RC subdivision will not cause any damage, hazards or nuisances to surrounding land uses since it will contain the identical land use.
- b. Staff determination: Staff concurs

(11) Whether the location of the request places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.

- a. Applicant response: A summary Estero Blvd LOS analysis is as follows. The former Church generated a weekend AM Peak 2.12 trips (Church - Code 560 ITE 11th Ed.; AM Peak Hour Sunday 0.49 per 1000 GFA for 4343 sf; general urban/suburban). The proposed 12-unit subdivision will generate a weekday PM Peak 7.52 trips (SF Detached - Code 210 ITE 11th Ed.; PM Peak Hr 0.94 Per Unit urban/suburban). The difference between the former church use and the new SF use is 5.39 peak hour trips. Based upon the 2023 Lee County Concurrency Report, the subject Estero Boulevard road segment, between Pescadora Avenue and Voorhis Street, has a regulatory capacity of 726 peak hour trips. The report projects 637 future 2027 peak hour trips with a projected LOS C. The RC zoning's 7.52 trips will not have an impact on the current level of service of Estero Boulevard existing or future Level of Service. Finally, the project will have direct access onto Connecticut Street, which will reduce potential service speeds and volume along Estero Blvd.
- b. Staff determination: Staff concurs that addition of 12 homes should not have an impact on the Level of Service (LOS) for Estero Boulevard.

(12) For planned development rezonings, see § 34-216 for additional considerations.

- a. Not Applicable

Exhibit E

The following Deviation Request for Parcel 1 are consistent with the surrounding properties and neighborhood:

- ~~1. Relief from Sec 34-638 Minimum Setbacks which requires a Street Setback of 25 ft to allow for lots that are adjacent to Connecticut Street, building setbacks shall be a minimum of 15 feet from the public street right of way.~~
- ~~2.1.~~ Relief from Sec 34-638 Minimum Setbacks which requires a Street Setback of 25 ft to allow for Building setbacks from Easement ROW line shall be a minimum of 10 feet from the alley easement/right-of-way line.
- ~~3.2.~~ Relief from Sec 34-638 Minimum Setbacks which requires a Rear Setback of 20 ft to allow building setbacks from rear lot lines shall be a minimum of 10 feet from the rear lot line.
- ~~4. Relief from Sec 34-638 Minimum Setbacks which requires a Side-Non Waterfront Setback of minimum 6.5 ft for lots less than 50 ft wide, 7.5 ft for lots 50 ft up to 75 ft and 10 ft for lots wider than 75 ft to allow for Building setbacks from side lot lines shall be a minimum of 5.0 feet from the side lot line.~~
- ~~5.3.~~ Relief from Sec 34-285 which requires a minimum setback for Local Street of 125 ft to allow a Minimum alley separation from Parcel 2 driveway shall be 25 feet.

Neighborhood Compatibility:

The subject parcel is located 1.7 miles south of Time Square and along Estero Blvd. The future land use map classification is Mixed Residential and is within the designated Quiet Center portion of Fort Myers Beach. The subject parcel features 250-ft +/- LF of frontage along Estero Blvd and 409-ft +/- frontage along Connecticut Street. It is noted that Connecticut Street is the primary access for the FMB Mound House recreational complex. The property adjoins and is adjacent to 7,000 sf to 8,000 sf + RC zoned homesites. These homesites support single-family and two-family homes. The subject site was cleared and developed for the Baptist Church. It has no natural site features. The church was destroyed by Hurricane Ian in 2022.

Additionally, the applicant has offered to allow the Town or County to utilize the parking lot of the church for staging during a state of emergency. Staff recommend the drafting of an agreement regarding the terms of this arrangement.

Findings and Conclusions:

The applicant has provided a DA meeting the minimum ~~statutory~~ requirements of the Code of Ordinances. The DA has been processed in accordance with the procedures in the Administrative Code.

