COLLIER COUNTY
Collier County Hearing Examiner

AGENDA

Growth Management Department
Conference Rooms 609/610
2800 Horseshoe Drive North
Naples, FL 34104

February 22, 2024

1: 00 PM

Andrew W. J. Dickman, Esq., AICP
Hearing Examiner

Note: Individual speakers will be limited to 5 minutes unless otherwise waived by the Hearing Examiner. Persons Wishing to have written or graphic materials included in the hearing report packets must have that material submitted to County staff at Ailyn.Padron@CollierCountyFL.gov 10 days prior to the Hearing. All materials used during presentation at the hearing will become a permanent part of the record.

Any person who decides to appeal a decision of the Hearing Examiner will need a record of the proceedings pertaining thereto, and therefore may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Decisions of the Hearing Examiner are final unless appealed to the Board of County Commissioners.

Hearing Procedures will provide for presentation by the Applicant, presentation by staff, public comment and applicant rebuttal. The Hearing Examiner will render a decision within 30 days. Persons wishing to receive a copy of the decision by mail may supply County staff with their name, address, and a stamped, self-addressed envelope for that purpose. Persons wishing to receive an electronic copy of the decision may supply their email address.

1. Pledge of Allegiance

2. Review of Agenda

3. Advertised Public Hearing

A. Petition No. VA- PL20230014986 - 182 Cocohatchee – Request for a variance from Land Development Code Section 4.02.01 A, Table 2.1, to reduce the required Estates front setback from 75 feet to 50 feet on the north property line for the proposed accessory garage; the required side setback from 30 feet to 13.2 feet on the west property line for the proposed principal residential structure and on the east property line for the proposed residential structure, the garage, and the accessory guest house; the required rear yard setback from 75 feet to 42.8 feet on the south property line for the proposed guest house; and the required setback from the seawall and rip-rap surrounding the lagoon from 75 feet to zero feet for the proposed principal residential structure on property located southwest of the intersection of Cocohatchee BLVD and Cocohatchee DR, also known as 182 Cocohatchee BLVD, Naples, FL 34110 in Section 22, Township 48 South, Range 25 East, Collier County, Florida. [Sean Sammon, Planner III] Commissioner District 2

B. Petition No. CU-PL20220003454 – Harklau Storage – Request for approval of a Conditional Use to allow a car condo facility, also known as motor freight and warehousing (SIC 4225, air conditioned and mini-and self-storage warehousing only), pursuant to LDC section 2.03.03.D.1.c.24, on ±2.47 acres located at the southeast corner of Tamiami Trail East (US 41) and Confederate Drive, Lots 1, 4, 5, and 6, Block One, Naples Manor Unit No. 1, in Section 29, Township 50 South, Range 26 East, Collier County, Florida. [Sean Sammon, Planner III] Commissioner District 1

4. Other Business

5. Public Comments

6. Adjourn

02/22/2024

COLLIER COUNTY
Collier County Hearing Examiner

Item Number: 3.A
Doc ID: 27839
Item Summary: Petition No. VA- PL20230014986 - 182 Cocohatchee – Request for a variance from Land Development Code Section 4.02.01 A, Table 2.1, to reduce the required Estates front setback from 75 feet to 50 feet on the north property line for the proposed accessory garage; the required side setback from 30 feet to 13.2 feet on the west property line for the proposed principal residential structure and on the east property line for the proposed residential structure, the garage, and the accessory guest house; the required rear yard setback from 75 feet to 42.8 feet on the south property line for the proposed guest house; and the required setback from the seawall and rip-rap surrounding the lagoon from 75 feet to zero feet for the proposed principal residential structure on property located southwest of the intersection of Cocohatchee BLVD and Cocohatchee DR, also known as 182 Cocohatchee BLVD, Naples, FL 34110 in Section 22, Township 48 South, Range 25 East, Collier County, Florida. [Sean Sammon, Planner III] Commissioner District 2

Meeting Date: 02/22/2024

Prepared by:
Title: Principal Planner – Zoning
Name: Sean Sammon
01/29/2024 11:53 AM

Submitted by:
Title: Zoning Director – Zoning
Name: Mike Bosi
01/29/2024 11:53 AM

Approved By:

Review:

Growth Management Community Development Department	Diane Lynch		GMD Approver 01/30/2024 2:47 PM	Skipped
Operations & Regulatory Management	Michael Stark	Review Item	Completed	02/05/2024 4:11 PM
Zoning	Sean Sammon	Review Item	Skipped	01/29/2024 11:51 AM
Zoning	Ray Bellows	Review Item	Completed	02/05/2024 5:19 PM
Zoning	Mike Bosi	Division Director	Completed	02/06/2024 9:22 AM
Unknown	Jaime Cook	Additional Reviewer	Completed	02/15/2024 1:38 PM
Hearing Examiner (GMD Approvers)	David Merino	Review Item	Completed	02/15/2024 4:39 PM
Hearing Examiner	Andrew Dickman	Meeting Pending	02/22/2024 1:00 PM	

STAFF REPORT

TO: COLLIER COUNTY HEARING EXAMINER

FROM: ZONING DIVISION - GROWTH MANAGEMENT COMMUNITY DEVELOPMENT DEPARTMENT

HEARING DATE: FEBRUARY 22, 2024

SUBJECT: PETITION NO. VA-PL20230014986, 182 COCOHATCHEE BLVD (VA)

PROPERTY OWNER/APPLICANT:

Patrick Wakefield & Dena Farrell Joyner
182 Cocohatchee Blvd
Naples, FL 34110

AGENT:

Richard D. Yovanovich, Esq.
Coleman, Yovanovich, & Koester, P.A.
4001 Tamiami Trl N., Ste #300
Naples, FL 34103

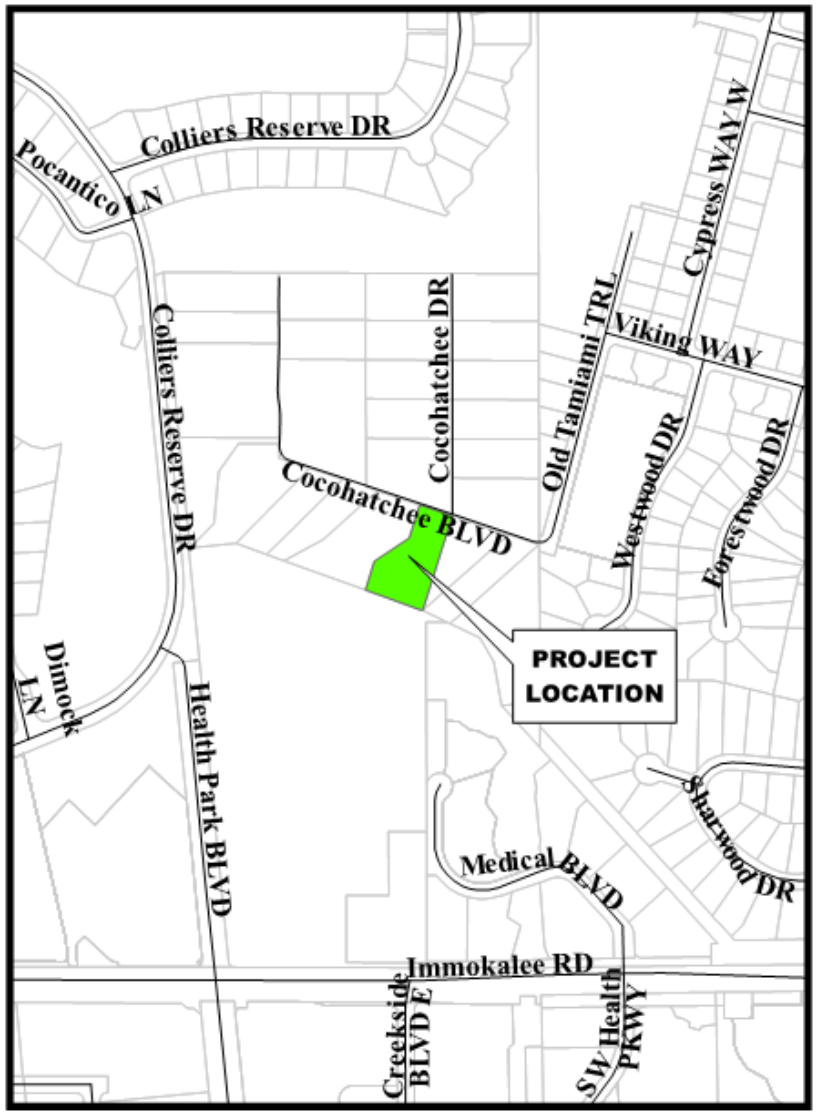
REQUESTED ACTION:

The petitioner requests that the Hearing Examiner approve a request for a variance from Land Development Code Section 4.02.01 A, Table 2.1, to reduce the required Estates front setback from 75 feet to 50 feet on the north property line for the proposed accessory garage; the required side setback from 30 feet to 13.2 feet on the west property line for the proposed principal residential structure and on the east property line for the proposed residential structure, the garage, and the accessory guest house; the required rear yard setback from 75 feet to 42.8 feet, on the south property line for the proposed guest house; and the required setback from the seawall and rip-rap surrounding the lagoon from 75 feet to zero feet for the proposed principal residential structure.

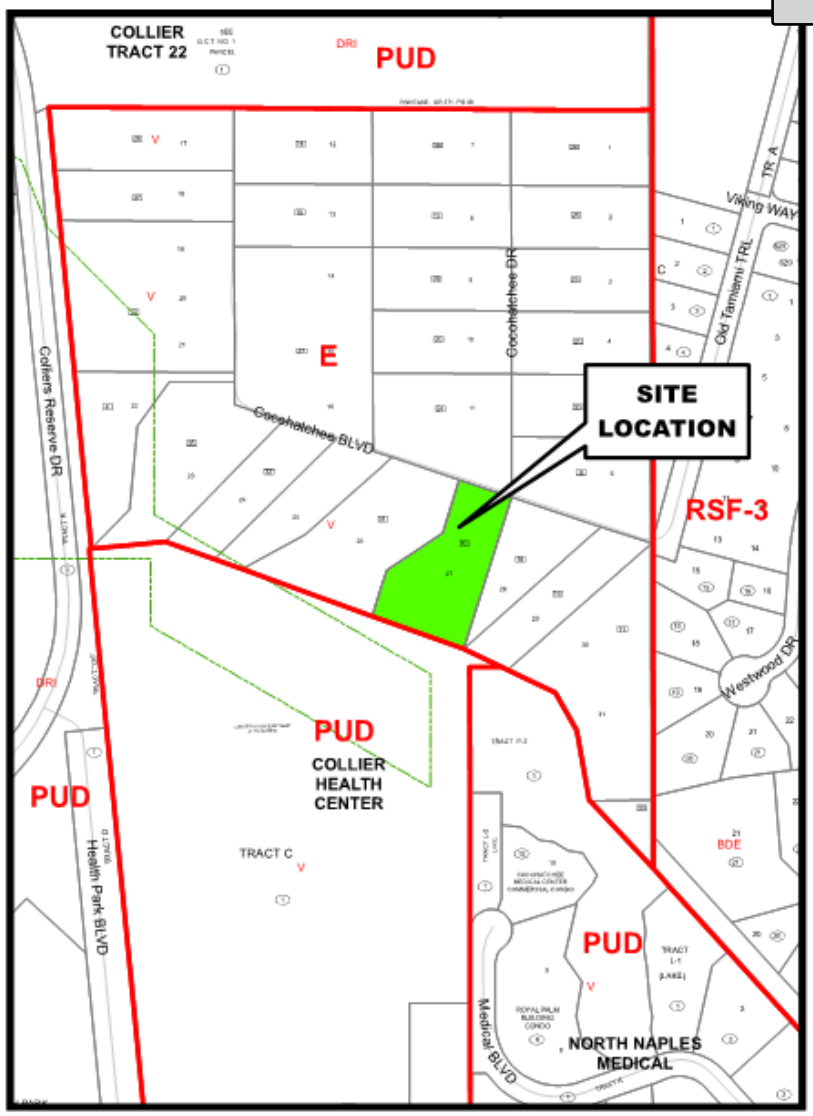
GEOGRAPHIC LOCATION:

The subject ±1.5-acre property is located southwest of the intersection of Cocohatchee BLVD and Cocohatchee DR, also known as 182 Cocohatchee BLVD, Naples, FL 34110, in Section 22, Township 48 South, Range 25 East, Collier County, Florida. *(Please see the Location Map on the following page.)*

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd Variance)



Location Map



Zoning Map

Petition Number: PL20230014986

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd

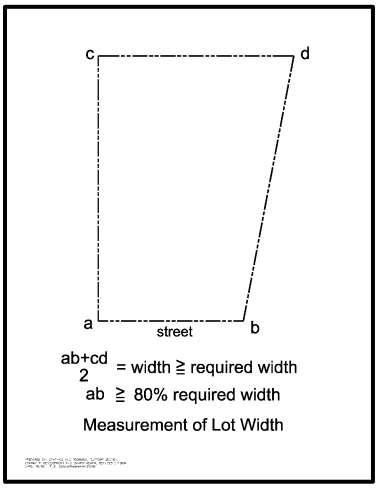
PURPOSE/DESCRIPTION OF PROJECT:

The owners, Patrick Wakefield & Dena Farrell Joyner, are requesting a variance from LDC Section 4.02.01.A, Table 2.1, to reduce the required Estates Zoning District setbacks for:

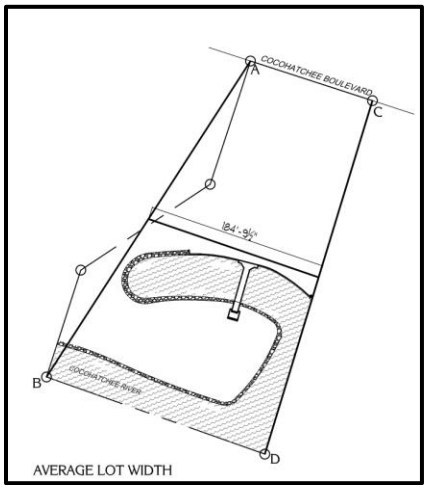
- A 25-foot variance for the front setback to be reduced from 75’ to 50'-0" to accommodate the construction of a garage.
- A 16.8-foot variance for both the east and west side yard setback from 30’ to 13.2’.
- A 32.2-foot variance to the rear setback from 75’ to 42.8’ for constructing a guest house and a 75-foot variance for a 0’-0” setback from the Seawall and rip-rap surrounding lagoon for the construction of the main house, see Attachment B.

The owners purchased the subject property on January 3, 2023. In total, they are requesting the aforementioned variances to construct a new principal residential dwelling structure with an accessory garage, pool, and guest house on the subject property. The property is constrained by an irregularly shaped lot consisting of a lagoon and is adjacent to the navigable Cocohatchee River to the south of the property.

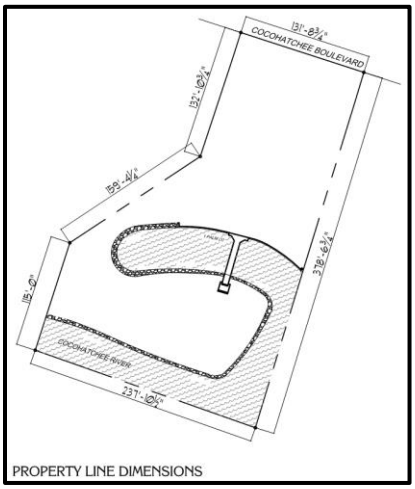
Although the subject property inherently contains an irregularly shaped lot, it is considered a legally conforming lot. This is because, according to LDC Section 1.08.02, the definition for measuring the lot width is as stated: “*Width of a lot shall be considered to be the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost points of the side lot lines where they intersect with the street line and the points of the side lot lines where they intersect the rear property line.”* as seen in the images below.



LDC Sec. 1.08.02, Figure 9



Subject Property Lot Width



Subject Property Lot Dimensions

Therefore, the average lot width is the determining factor for the Estates Zoning District, and according to LDC Section 4.02.01 A, Table 1, the minimum lot width for an Estates zoned property is 150 feet. The average lot width for the subject property is 184.8 feet, thus rendering it a legally conforming lot. However, due to the irregularity in lot shape, the front width is 131.7 feet, and the rear width is 237.9 feet.

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd Variance)

The request for the side setback to be reduced to 13.2 feet is being adopted from the "10% rule" that applies for non-conforming lots, LDC Section 2.03.01.B.2.d "*Nonconforming lots of record, which are nonconforming due to inadequate lot width, in which case the required side yard shall be computed at the rate of ten (10) percent of the width of the lot.*" The request to reduce the side setback to 13.2 feet equals 10% of the smallest lot width at the front property line, measured at 131.7 feet (131.7 * 0.1 = 13.2). The applicant expresses that the property is nonconforming in the front and conforming in the rear due to the irregular lot shape. The request to reduce the side setback is not egregious. It appears logical to construct a principal dwelling compared to neighboring properties in the same zoning district to maintain a sufficient buildable area.

Aside from the irregular lot shape, the rear portion of the subject property is consumed by a portion of water, both a lagoon and the Cocohatchee River. The applicant has limited options on where to locate the guest house due to the existing natural water bodies on the property. Therefore, to construct an allowed accessory such as a guest house, the applicant seeks a 32.2-foot variance for it to be constructed 42.8 feet from the seawall and rip-rap from the Cocohatchee River since the seawall is more restrictive than the south property line. Also being requested is a variance for the principal dwelling to be reduced to zero feet from the lagoon in the middle of the property. Lastly, to allow a garage to be constructed in the front of the house, the applicant is seeking a 25-foot variance for the front yard setback to be reduced from 75 feet to 50 feet. The irregular shape of the lot and the existing natural water on the property are the primary hardships for the applicant to meet the legal setbacks for the development on the subject property.

On January 5, 2024, one open code case for the subject property was entered during the last review phase. The code case number is CENA20240000129, described as "*Observed outside storage and/or litter including but not limited to tile demolition debris.*" The Notice of Violation, dated January 9, 2024, allowed the property owner until February 4, 2024, to correct this violation without penalty. As of February 15, 2024, the violation has not been corrected.

Failure to correct the violation on or before this date could result in:

1. Mandatory notice to appear or issuance of a citation that may result in fines up to $500 and costs of prosecution; OR
2. Code Enforcement Board review that may result in fines of up to $1000 per day per violation, as long as the violation remains, and the cost of prosecution.

Staff suggests abating this violation.

Finally, the subject property is located within a Historical, Archaeological Probability Area. The applicant submitted a Historical Waiver application that will be presented at the February 16, 2024, Historical/Archaeological Probability Board (HAPB) meeting. The results of the waiver request from the HAPB will be presented at the scheduled HEX Hearing on February 22, 2024.

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd Variance)

SURROUNDING LAND USE AND ZONING:

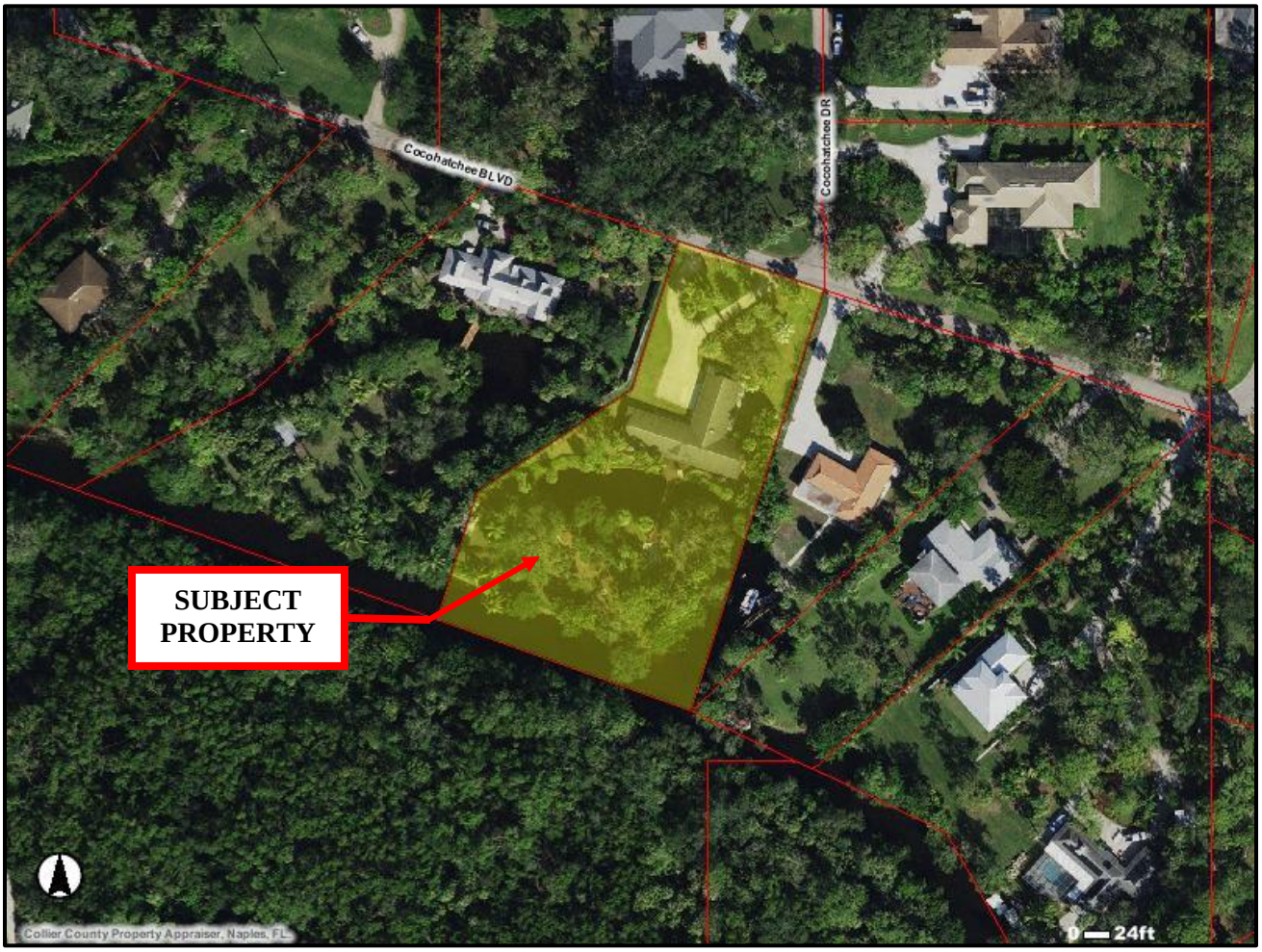
SUBJECT PARCEL: A single-family residence with a zoning designation of Estates (E) Zoning District.

North: Cocohatchee Blvd (R.O.W) then developed single-family residences, with a zoning designation of. E.

East: Developed single-family residence with a zoning designation of E.

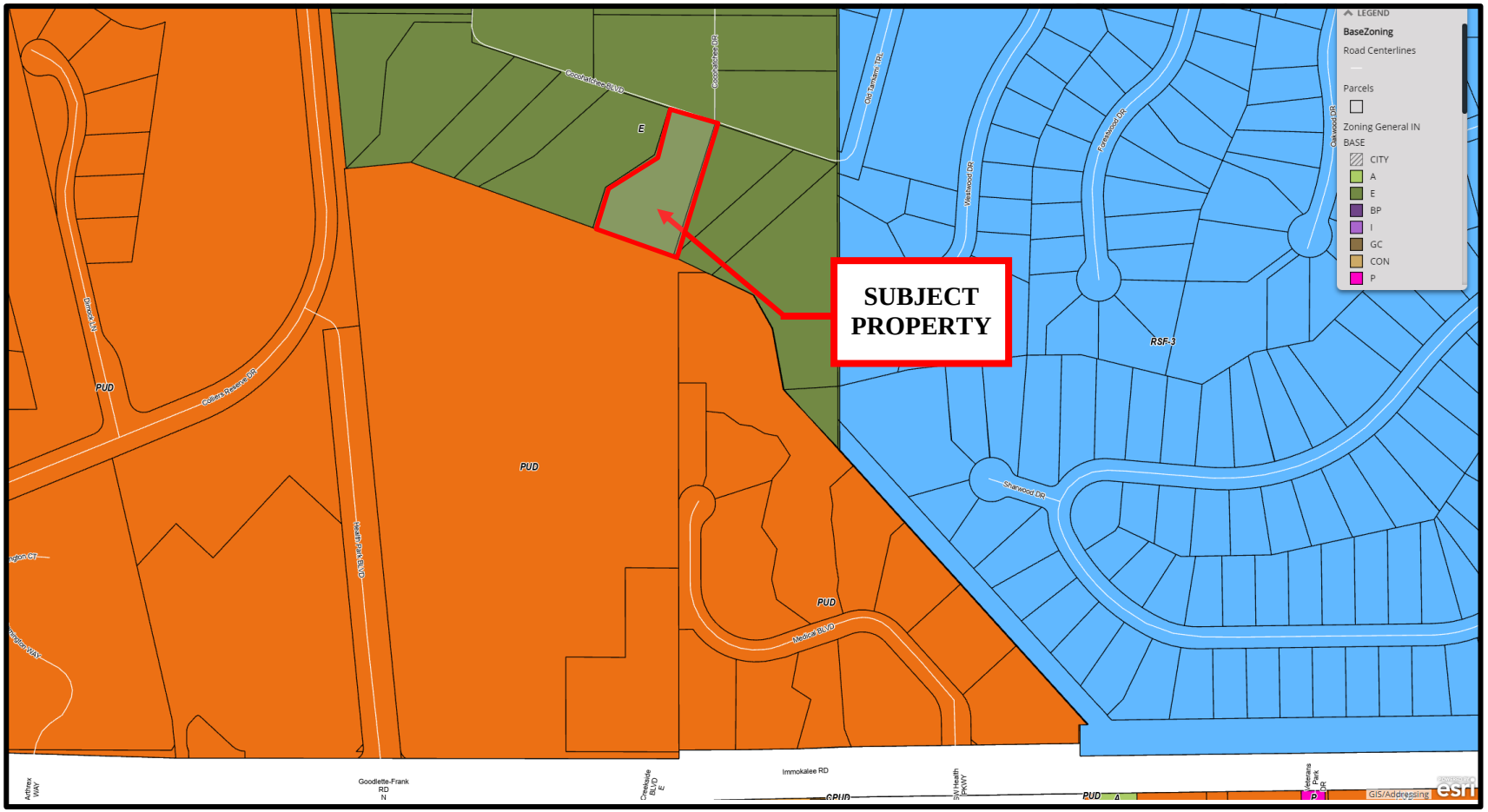
South: Navigable water known as the Cocohatchee River and then preserve and a developed hospital, with a zoning designation of Collier Health Center Planned Unit Development (PUD) and a partial Special Treatment Overlay

West: Developed single-family residence with a zoning designation of E.



Aerial; Source: Collier County Property Appraiser

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd Variance)



Base Zoning Map; Source: Collier County GIS/Addressing

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd

GROWTH MANAGEMENT PLAN (GMP) CONSISTENCY:

The subject property is in the Estates (E) Zoning District and the Urban Residential Subdistrict designated area as identified in the GMP's Future Land Use Map (FLUM). The GMP does not address individual variance requests but deals with the larger issue of the actual use. As previously noted, the subject petition seeks a variance for a proposed principal residential structure, accessory garage, pool, and guesthouse, an authorized use in this land use designation. This land use category is designed to accommodate residential uses, including single-family. The single-family home use and accessories are consistent with the GMP's Future Land Use Map.

ANALYSIS:

The decision to grant a Variance is based on the criteria in LDC Section 9.04.03. Staff has analyzed this petition relative to these provisions and offers the following responses:

a. Are there special conditions and circumstances existing that are peculiar to the location, size, and characteristics of the land, structure, or building involved?

The subject property is zoned Estates. Because the property is an irregularly shaped parcel and a lagoon is also located near the rear of the property, the applicable setbacks for waterfront and Estate lots result in a parcel that is greatly impacted as far as buildable area.

b. Are there special conditions and circumstances that do not result from the applicant's action, such as pre-existing conditions relative to the property, which are the subject of the Variance request?

The special conditions relating to the shape of the property, as well as the waterfront aspects of the property, are pre-existing conditions that result in this requested variance.

c. Will a literal interpretation of the provisions of this zoning code work unnecessary and undue hardship on the applicant or create practical difficulties for the applicant?

The literal interpretation of the setbacks required for an Estates zoned lot results in a hardship for the property owner and greatly reduces the buildable area compared to other estates zoned lots in the area.

d. Will the Variance, if granted, be the minimum variance that will make possible the reasonable use of the land, building, or structure and promote health, safety, and welfare standards?

The requested variance is the minimum variance necessary to result in a home with permitted accessories with the same characteristics as other Estates zoned properties.

e. Will granting the Variance confer on the applicant any special privilege that is denied by these zoning regulations to other lands, buildings, or structures in the same zoning district?

The granting of the variance will not confer on the property any special privilege that is denied by the zoning regulations to other lands, buildings, or structures in the same zoning district.

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd Variance)

The requested variance will allow the development of a principal residential structure with permitted accessories on the subject property that is compatible with other Estates zoned properties.

f. Will granting the Variance be in harmony with this Land Development Code's general intent and purpose and not be injurious to the neighborhood or otherwise detrimental to the public welfare?

The granting of the variance is consistent with the zoning code, and it will not be injurious to the neighborhood or otherwise be detrimental to the public welfare. The Estate properties are larger, and larger homes are being constructed in the area. The property owner wishes to construct a home consistent with the homes also being constructed in the neighborhood. The resulting home will be allowed to be built due to the variance and will be consistent with other homes built in the Estates zoning district. Accordingly, the requested Variance results in a residence with accessories compatible with the neighborhood's existing and future homes. In addition, the new home will be required to meet all site design criteria. The new site design criteria require certain improvements to ensure stormwater requirements are met.

g. Are there natural or physically induced conditions that ameliorate the goals and objectives of the regulation, such as natural preserves, lakes, golf courses, etc.?

The property has two waterfronts, one to a lagoon and the other to the Cocohatchee River. Due to the two waterfronts, these natural conditions greatly affect the setbacks of the property and greatly impact the buildable area due to these natural conditions.

h. Will granting the Variance be consistent with the Growth Management Plan?

The variance's granting is consistent with the Growth Management Plan ("GMP"). The GMP authorizes residential development to occur on this subject property, and a residential structure will be constructed on the subject property, which is consistent with the GMP.

CONCURRENT LAND USE APPLICATIONS:

There are no concurrent land use applications under review at present.

RECOMMENDATION:

Staff recommends that the Collier County Hearing Examiner **approve** the following for Petition VA-PL20230014986, 182 Cocohatchee Blvd:

A variance from Land Development Code Section 4.02.01 A, Table 2.1, to reduce the required Estate's front setback from 75 feet to 50 feet on the north property line for the proposed accessory garage; the required side setback from 30 feet to 13.2 feet on the west property line for the proposed principal residential structure and on the east property line for the proposed residential structure, the garage, and the accessory guest house; the required rear yard setback from 75 feet to 42.8 feet on the south property line for the proposed guest house; and the required setback from the seawall and rip-rap surrounding the lagoon from 75 feet to zero feet for the proposed principal residential structure. *(Please see Attachment B: Site Plan & Detail for Proposed Variance)* Based on the following conditions:

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd Variance)

1. During the building permit process, the construction of the residence and guest house will include BMPs (Best Management Practices) for additional treatment and to control direct runoff into the surrounding OFW (Outstanding Florida Water).

2. No direct discharge of untreated stormwater is allowed over or across the seawall.

Attachments:

A. Backup Package
B. Site Plan & Detail for Proposed Variance
C. Legal Ad & HEX Sign Posting

Attachment: PL20230014986 - Staff Report - 182 Cocohatchee Blvd (VA) (27839 : 182 Cocohatchee Blvd Variance)

HEARING PACKAGE CHECKLIST Return this form with printed materials

A. Backup provided by the County Planner

The Planner is responsible for all required data included in the printed packets of information for the Hearing Examiner (Hex) or the Collier County Planning Commission (CCPC). DO NOT ACCEPT DUPLICATES OF ANY DOCUMENTS. MAKE SURE ONLY THE LATEST, ACCEPTED/APPROVED COPY OF THE BELOW DOCUMENTATION. PLEASE CONFIRM THE DOCUMENTS ARE IN THE ORDER DESCRIBED IN "BACKUP PROVIDED BY APPLICANT."

Planner responsible for providing the County Attorney-drafted Ordinance for PUDs and placing in backup materials. AGENTS DO NOT INCLUDE THE PUD DOCUMENT – STAFF PROVIDES THIS TO THE COUNTY ATTORNEY WHEN THE ORDINANCE IS DRAFTED FOR A PUD. THE FINAL PUD ORDINANCE/RESOLUTION IS THE FIRST ITEM AFTER THE STAFF REPORT. [FOR HEX, THE REQUESTED LANGUAGE/ PROPOSED PLAN IS THE FIRST ITEM AFTER THE STAFF REPORT]

B. Backup provided by Applicant:

PLEASE PROVIDE THE DOCUMENTS IN THE ORDER DESCRIBED BELOW. DO NOT PROVIDE DUPLICATES OF ANY DOCUMENTS. PROVIDE ONLY THE LATEST, ACCEPTED/APPROVED COPY OF THE BELOW DOCUMENTATION. IF THE BACKUP PROVIDED BY APPLICANT IS IN DISARRAY-MEANING IT IS NOT IN THE PROPER ORDER AND/OR THE APPLICANT PROVIDES MULTIPLE DUPLICATES-THE APPLICANT COULD LOSE ITS HEARING DATE.

- ✓ Application, to include but not limited to the following:
  - ✓ Narrative of request
  - ✓ Property Information
  - ✓ Property Ownership Disclosure Form
  - N/A Any other documents required by the specific petition type; such as a variance, a boat dock extension; PUD amendment, rezone request, etc.
- N/A Disclosure of Property Ownership Interest (if there is additional documentation aside from disclosure form)
- N/A Affidavit of Unified Control
- ✓ Affidavit of Representation
- N/A Drawings (may include Cross-Section (for BDEs generally), proposed Boat Dock(s) with Water depth, location maps etc.)
- N/A NIM Information (Sign in sheet, notes, minutes and transcript/or summary)
  - ✓ Include 3 thumbnail drives of video and/or audio
- N/A Traffic Impact Study (TIS)
- N/A Environmental Data
- ✓ Historical/Archeological Survey or Waiver
- N/A Utility Letter
- N/A Deviation Justifications

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

✓ Boundary Survey

N/A Other documents, as needed, on a case-by-case basis such as relevant prior Ordinances, Conditional Uses, historical documents, any "private or legal" agreements affecting the PUD etc.

___ Submerged Resource Surveys may be included here if required.

✓ **CD with *only one* pdf file for all documents in the same order as the packets are put together. They must be in the same order.**

I understand that by submitting the above materials, it is the agent's/applicant's responsibility to ensure all materials are in the same order for all copies of backup materials to provide to the Hex/CCPC and the CD must contain the documents in one pdf file (not multiple files) in the same order as the printed materials. It is the agent's responsibility to ensure no documentation is left out.

Signature of Agent Representative

1/23/2024
Date

Richard D. Yovanovich
Printed Name of Signing Agent Representative

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

VARIANCE PETITION APPLICATION

Variance from Setbacks Required for a Particular Zoning District

LDC section 9.04.00 & Code of Laws section 2-83 – 2-90
Chapter 3 J. of the Administrative Code

PROJECT NUMBER
PROJECT NAME
DATE PROCESSED

To be completed by staff

APPLICANT CONTACT INFORMATION

Name of Property Owner(s): Patrick Wakefield Joyner & Dena Farrell Joyner

Name of Applicant if different than owner: _____

Address: 182 Cocohatchee Blvd. **City:** Naples **State:** FL **ZIP:** 34110

Telephone: _____ **Cell:** _____ **Fax:** _____

E-Mail Address: _____

Name of Agent: Richard D. Yovanvoich, Esq.

Firm: Coleman Yovanovich & Koester, P.A.

Address: 4001 Tamiami Trail N., #300 **City:** Naples **State:** FL **ZIP:** 34103

Telephone: 239-435-3535 **Cell:** _____ **Fax:** 239-435-1218

E-Mail Address: royvanovich@cyklawfirm.com

BE AWARE THAT COLLIER COUNTY HAS LOBBYIST REGULATIONS. GUIDE YOURSELF ACCORDINGLY AND ENSURE THAT YOU ARE IN COMPLIANCE WITH THESE REGULATIONS.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

PROPERTY INFORMATION

Provide a detailed legal description of the property covered by the application: (If space is inadequate, attach on separate page)

Property I.D. Number: 00157760002 **Section/Township/Range:** 22 / 48 / 25

Subdivision: _____ **Unit:** _____ **Lot:** 27 **Block:** _____

Metes & Bounds Description: _____ **Total Acreage:** 1.5

Address/ General Location of Subject Property: See attached

_____

ADJACENT ZONING AND LAND USE

	Zoning	Land Use
N	Estates	Single Family Home
S	PUD	Preserve
E	Estates	Single Family Home
W	Estates	Single Family Home

Minimum Yard Requirements for Subject Property:

Front: 75 **Corner Lot:** Yes ☐ No ☒

Side: 30 **Waterfront Lot:** Yes ☒ No ☐

Rear: 75

Chapter 8 of the Administrative Code requires that the applicant must remove their public hearing advertising sign(s) after final action is taken by the Board of County Commissioners. Based on the Board's final action on this item, please remove all public hearing advertising sign(s) immediately.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

ASSOCIATIONS

Complete the following for all registered Association(s) that could be affected by this petition. Provide additional sheets if necessary. Information can be found on the Board of County Commissioner's website at http://www.colliergov.net/Index.aspx?page=774.

Name of Homeowner Association: N/A
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

NATURE OF PETITION

On a separate sheet, attached to the application, please provide the following:

1. A detailed explanation of the request including what structures are existing and what is proposed; the amount of encroachment proposed using numbers, i.e. reduce front setback from 25 ft. to 18 ft.; when property owner purchased property; when existing principal structure was built (include building permit number(s) if possible); why encroachment is necessary; how existing encroachment came to be; etc.

2. For projects authorized under LDC Section 9.04.02, provide a detailed description of site alterations, including any dredging and filling.

3. Pursuant to LDC section 9.04.00, staff shall be guided in their recommendation to the Hearing Examiner, and the Hearing Examiner shall be guided in the determination to approve or deny a variance petition by the criteria (a-h) listed below. Please address the following criteria:

   a) Are there special conditions and circumstances existing which are peculiar to the location, size and characteristics of the land, structure, or building involved.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

b) Are there special conditions and circumstances which do not result from the action of the applicant such as pre-existing conditions relative to the property which is the subject of the variance request.

c) Will a literal interpretation of the provisions of this zoning code work unnecessary and undue hardship on the applicant or create practical difficulties on the applicant.

d) Will the variance, if granted, be the minimum variance that will make possible the reasonable use of the land, building or structure and which promote standards of health, safety or welfare.

e) Will granting the variance requested confer on the petitioner any special privilege that is denied by these zoning regulations to other lands, buildings, or structures in the same zoning district.

f) Will granting the variance be in harmony with the intent and purpose of this zoning code, and not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

g) Are there natural conditions or physically induced conditions that ameliorate the goals and objectives of the regulation such as natural preserves, lakes, golf course, etc.

h) Will granting the variance be consistent with the Growth Management Plan?

4. Official Interpretations or Zoning Verifications: To your knowledge, has there been an official interpretation or zoning verification rendered on this property within the last year?

☐ Yes ☒ No If yes, please provide copies.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

RESPONSES TO REVIEW CRITERIA

3. Pursuant to LDC section 9.04.00, staff shall be guided in their recommendation to the Hearing Examiner, and the Hearing Examiner shall be guided in the determination to approve or deny a variance petition by the criteria (a-h) listed below. Please address the following criteria:

a) Are there special conditions and circumstances existing which are peculiar to the location, size and characteristics of the land, structure, or building involved. **The subject property is zoned Estates. Because the property is an irregularly shaped parcel and a lagoon is also located near the rear of the property, the applicable setbacks for waterfront and Estate lots result in a parcel that is greatly impacted as far as buildable area.**

b) Are there special conditions and circumstances which do not result from the action of the applicant such as pre-existing conditions relative to the property which is the subject of the variance request. **The special conditions relating to the shape of the property as well as the waterfront aspects of the property, are preexisting conditions that result in this requested variance.**

c) Will a literal interpretation of the provisions of this zoning code work unnecessary and undue hardship on the applicant or create practical difficulties on the applicant. **The literal interpretation of the setbacks required for Estates zoned lots, result in a hardship for the property owner and result in a greatly reduced buildable area compared to other estate zoned lots in the area.**

d) Will the variance, if granted, be the minimum variance that will make possible the reasonable use of the land, building or structure and which promote standards of health, safety or welfare. **The requested variance, is the minimum variance necessary to results in a home with the same characteristics on the Estate zoned lots.**

e) Will granting the variance requested confer on the petitioner any special privilege that is denied by these zoning regulations to other lands, buildings, or structures in the same zoning district. **The granting of the variance will not confer on the property any special privilege that is denied by the zoning regulations to other lands, buildings or structures in the same zoning district. The requested variance will allow result in a lot that is compatible to other Estate zoned lots.**

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

f) Will granting the variance be in harmony with the intent and purpose of this zoning code, and not be injurious to the neighborhood, or otherwise detrimental to the public welfare. **The granting of the variance is consistent with the zoning code, will not be injurious to the neighborhood or otherwise detrimental to the public welfare. This area of Collier County is Estate Zoning. Estate lots are larger and larger homes are being constructed in the area. The property owner wishes to construct a home consistent with the homes being constructed in the neighborhood. The resulting home that will be allowed to be built due to the variance, will be a home consistent with other homes built on a Estate zoned lots. Accordingly, the requested Variance results in a home that is compatible with the existing and future homes in the neighborhood. In addition, the new home will be required to meet all site design criteria. The new site design criteria requires certain improvements to assure stormwater requirements are met.**

g) Are there natural conditions or physically induced conditions that ameliorate the goals and objectives of the regulation such as natural preserves, lakes, golf course, etc. **The property actually has two waterfronts. Due to the two waterfronts, these natural conditions greatly affect the setbacks of the property and greatly impact the buildable area as a result of these natural conditions.**

h) Will granting the variance be consistent with the Growth Management Plan? **The granting of the variance is consistent the Growth Management Plan ("GMP"). Residential development is authorized by the GMP to occur on this property and a residential structure will be constructed on the property which is consistent with the GMP.**

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Pre-Application Meeting and Final Submittal Requirement Checklist for: Variance Chapter 3 J. of the Administrative Code

The following Submittal Requirement Checklist is to be utilized during the Pre-Application Meeting and at time of application submittal. At time of submittal, the checklist is to be completed and submitted with the application packet. Please provide the submittal items in the exact order listed below with cover sheets attached to each section. **Incomplete submittals will not be accepted.**

REQUIREMENTS FOR REVIEW	# OF COPIES	REQUIRED	NOT REQUIRED
Completed Application (download current form from County website)	☐	☐	☐
Pre-Application Meeting Notes	1	☐	☐
Project Narrative	☐	☐	☐
Completed Addressing Checklist	1	☐	☐
Property Ownership Disclosure Form	1	☒	
Conceptual Site Plan 24" x 36" and one 8 ½ " x 11" copy	☐	☐	☐
Survey of property showing the encroachment (measured in feet)	2	☐	☐
Affidavit of Authorization, signed and notarized	2	☐	☐
Deeds/Legal's	3	☐	☐
Location map	1	☐	☐
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial	5	☐	☐
Historical Survey or waiver request	1	☐	☐
Environmental Data Requirements or exemption justification	3	☐	☐
Once the first set of review comments are posted, provide the assigned planner the Property Owner Advisory Letter and Certification	1	☐	☐
Electronic copy of all documents and plans *Please advise: The Office of the Hearing Examiner requires all materials to be submitted electronically in PDF format.	1	☐	☐

ADDITIONAL REQUIREMENTS FOR THE PUBLIC HEARING PROCESS:

- Following the completion of the review process by County review staff, the applicant shall submit all materials electronically to the designated project manager.
- Please contact the project manager to confirm the number of additional copies required.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Planners: Indicate if the petition needs to be routed to the following reviewers:

☐	Bayshore/Gateway Triangle Redevelopment: Executive Director	☐	Historical Review
☐	City of Naples: Robin Singer, Planning Director	☐	Immokalee Water/Sewer District
☐	Conservancy of SWFL: Nichole Ryan	☐	Parks and Recreation: David Berra
☐	Emergency Management: Dan Summers; and/or EMS: Artie Bay	☐	School District (Residential Components): Amy Lockheart
☐	Other:	☐	

FEE REQUIREMENTS

- ☐ **Pre-Application Meeting:** $500.00
- ☐ **Variance Petition:**
  - **Residential-** $2,000.00
  - **Non-Residential-** $5,000.00
  - **5th and Subsequent Review-** 20% of original fee
- ☐ **Estimated Legal Advertising Fee for the Office of the Hearing Examiner:** $1,125.00
- ☐ **After The Fact Zoning/Land Use Petitions:** 2x the normal petition fee
- ☐ **Listed Species Survey (if EIS is not required):** $1,000.00

Fire Code Plans Review Fees are collected at the time of application submission and those fees are set forth by the Authority having jurisdiction. The Land Development Code requires Neighborhood Notification mailers for Applications headed to hearing, and this fee is collected prior to hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

All checks payable to: Board of County Commissioners.

The completed application, all required submittal materials, and the permit fee shall be submitted to:
Growth Management Department
Zoning Division
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

Applicant Signature — 8/12/23 Date

Dena Joyner Patrick Joyner
Printed Name

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

Narrative for Variance Petition for 182 Cocohatchee Blvd., Naples

The subject property is zoned Estates. The existing principal structure will be demolished and a new home with the guest house will be constructed. Because the property is irregularly shaped and a lagoon is also located near the rear of the property, the strict application of the setbacks for Estates zoned lots substantially reduces buildable area for the property is greatly impacted.

Considering these circumstances, we are respectfully requesting the following variances from Section 4.02.01.A Table 2.1 of the LDC:

• **Front Setback:** We are requesting a variance for the front setback to be reduced from 75' to 40'-0" to accommodate the construction of a garage.

• **Side Setback:** Considering the lot's south side measures 184.8', we are requesting a variance to the side yard from 30' to 13.2' which is consistent with the setback for a non-conforming lot.

• **Rear Setback**: The Cocohatchee River is considered navigable. We request a variance to the rear setback from 75' to 42.8' for constructing a guest house. We are also requesting a variance for a 0'-0" setback from the Seawall and rip-rap surrounding lagoon for the construction of the main house, see attached Exhibit "A".

The Variance request is further explained in the below chart:

Yard	Required Setback	Requested Setback	Variance Request
Front	75 ft.	50 ft.	25 ft.
Side	30 ft.	13.2 ft.	16.8 ft.
Rear, Guest House	75 ft.	42.8 ft.	32.2 ft.
Rear, Main House	75 ft.	0 ft.	75 ft.

Print

Joyner





MAP LEGEND

- Major Roads
- Street Names
- Parcels
- Aerials 2023 Rural [2FT]
- Collier County

Folio Number: 00157760002
Name: JOYNER, PATRICK WAKEFIELD
Street# & Name: 182 COCOHATCHEE BLVD
Build# / Unit#: 010 / 1
Legal Description: 22 48 25 COMM AT NE CNR OF SE1/4, S 1032FT, N 72 DEG W 347.93FT TO POB, S 17 DEG W 378.55FT TO C/L OF RIVER, N

2004. Collier County Property Appraiser. While the Collier County Property Appraiser is committed to providing the most accurate and up-to-date information, no warranties expressed or implied are provided for the data herein, its use, or its interpretation.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership
Patrick Wakefield Joyner & Dena Farrell Joyner	Ownership Interest

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired January 3, 2023

☐ **Leased: Term of lease _____ years /months**

If, Petitioner has option to buy, indicate the following:

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

The completed application, all required submittal materials, and fees shall be submitted to:
Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

Agent/Owner Signature

8/11/2023
Date

Richard D. Yovanovich
Agent/Owner Name (please print)

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

Dianna Quintanilla

From: Richard Yovanovich
Sent: Friday, August 11, 2023 4:06 PM
To: Dianna Quintanilla
Subject: FW: 182 Cocohatchee Blvd. Counts as Pre-App?

Richard D. Yovanovich, Esq.

The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
P: 239.435.3535| **F**: 239.435.1218
ryovanovich@cyklawfirm.com

Visit cyklawfirm.com to learn more about us.





Both Richard D. Yovanovich and Coleman, Yovanovich & Koester, P.A., intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please notify Dianna Quintanilla immediately at dquintanilla@cyklawfirm.com or call (239) 435-3535, and permanently dispose of the original message.

From: BellowsRay <Ray.Bellows@colliercountyfl.gov>
Sent: Friday, August 11, 2023 3:59 PM
To: Richard Yovanovich <ryovanovich@cyklawfirm.com>
Cc: ThomasClarkeVEN <Thomas.Clarke@colliercountyfl.gov>
Subject: FW: 182 Cocohatchee Blvd. Counts as Pre-App?

Good afternoon,

Please be advised that the pre-app requirement has been waived for the above referenced variance application based on the informational meeting held with staff and your firm's understanding of the property and the LDC.

Respectfully,

Ray

Raymond V. Bellows, Zoning Manager
Zoning Division - Zoning Services Section
Growth Management Department
Telephone: 239.252.2463; Fax: 239.252.6350

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

Collier County

Exceeding expectations, every day!

Tell us how we are doing by taking our Zoning Division Survey at https://goo.gl/eXjvqT.

From: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Sent: Friday, August 11, 2023 3:49 PM
To: BellowsRay <Ray.Bellows@colliercountyfl.gov>
Subject: FW: 182 Cocohatchee Blvd. Counts as Pre-App?

FYI

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review
Collier County
Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

From: GiblinCormac
Sent: Thursday, August 10, 2023 9:03 AM
To: 'Dianna Quintanilla' <DQuintanilla@cyklawfirm.com>
Cc: BellowsRay <Ray.Bellows@colliercountyfl.gov>
Subject: RE: 182 Cocohatchee Blvd. Counts as Pre-App?

A pre-app for what type of application, a Variance?

Variances are handled by the Zoning Division.

There was no one from Zoning in the meeting, or environmental, or County Attorney, etc… and I do not believe there were any notes taken.

If this were a Planning application for a land use permit I could make that call and probably would agree to waive the pre-app requirement based on our informational meeting and your firm's understanding of the property, the LDC, and our previous conversations.

The meeting we had cannot "serve" as the pre-app, BUT in cases like this it would be up to Ray to concur by email to waive the pre-app meeting requirement for this application.

Please be advised that failure to hold a pre-app meeting may result in additional first round staff review comments that otherwise might have been resolved through the pre-app meeting and may result in longer total project review timeline.

Respectfully,
Cormac Giblin, AICP,CPM
Planning Manager, Development Review

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

Collier County Government Growth Management Department
2800 N. Horseshoe Drive, Naples, FL 34104
Phone: 239-252-2460
Cormac.Giblin@CollierCountyFL.gov

From: Dianna Quintanilla <DQuintanilla@cyklawfirm.com>
Sent: Thursday, August 10, 2023 8:46 AM
To: GiblinCormac <Cormac.Giblin@colliercountyfl.gov>
Subject: RE: 182 Cocohatchee Blvd. Counts as Pre-App?
Importance: High

EXTERNAL EMAIL: This email is from an external source. Confirm this is a trusted sender and use extreme caution when opening attachments or clicking links.

Good morning,
Back on July 20th, Rich and others met with you regarding 182 Cocohatchee Blvd./Joyner Residence. Rich believes this counts as a pre-application. Can you please confirm?

Thanks.

Dianna Quintanilla
Coleman, Yovanovich & Koester, P.A.
Legal Assistant

The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
P: 239.435.3535| **F**: 239.435.1218
dquintanilla@cyklawfirm.com

Visit cyklawfirm.com to learn more about us.

Both Dianna Quintanilla and Coleman, Yovanovich & Koester, P.A., intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please notify Dianna Quintanilla immediately at dquintanilla@cyklawfirm.com or call (239) 435-3535, and permanently dispose of the original message.

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

AFFIDAVIT OF COMPLIANCE

I hereby certify that pursuant to Ordinance 2004-72, of the Collier County Land Development Code, I did give notice by mail at least 30 days after receipt of letter indicating that the application is sufficient to the following property owners and or condominium and civic associations whose members may be impacted by the proposed land use changes of an application request for a variance or parking exemption. *For the purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls of Collier County and any other persons or entities who have made a formal request of the county to be notified.* The said notice contained the laymen's description of the site property of proposed change.

Per attached letters and or property owner's list, which are hereby made a part of this Affidavit of Compliance.

(Signature of Applicant)

State of Florida
County of Collier

SWORN TO (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 18th day of January, 2024, by Richard D. Yovanovich. Such person(s)

Notary Public must check applicable box:

☑ are personally known to me.

☐ produced her current driver license.

☐ produced _____ as identification.

(Notary Seal)

DIANNA QUINTANILLA
MY COMMISSION # HH 145010
EXPIRES: September 13, 2025
Bonded Thru Notary Public Underwriters

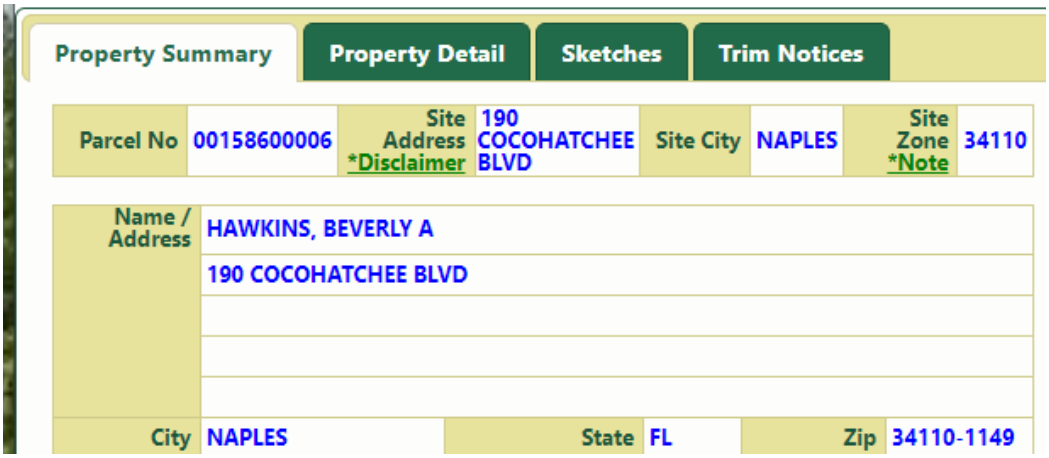
Dianna Quintanilla
Notary Public

Printed Name of Notary: Dianna Quintanilla

Commission Number: HH 145010

My Commission Expires: Sept. 13, 2025

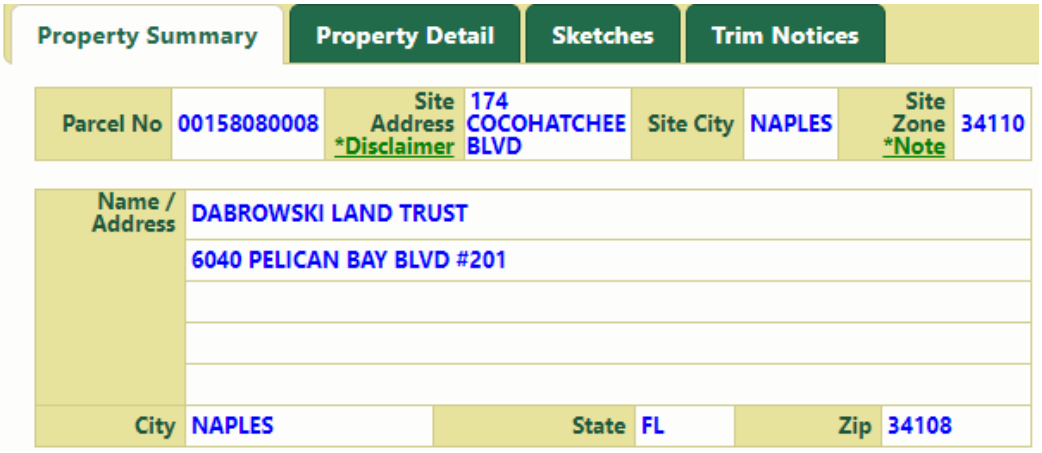
Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)



Property Summary | Property Detail | Sketches | Trim Notices

Parcel No	00158600006	Site Address *Disclaimer	190 COCOHATCHEE BLVD	Site City	NAPLES	Site Zone *Note	34110

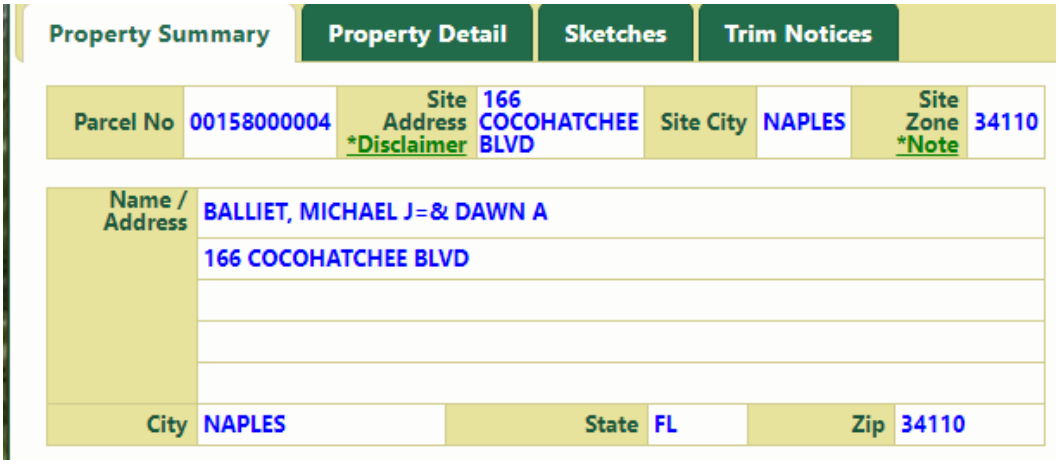
Name / Address	HAWKINS, BEVERLY A				
	190 COCOHATCHEE BLVD				
City	NAPLES	State	FL	Zip	34110-1149



Property Summary | Property Detail | Sketches | Trim Notices

Parcel No	00158080008	Site Address *Disclaimer	174 COCOHATCHEE BLVD	Site City	NAPLES	Site Zone *Note	34110

Name / Address	DABROWSKI LAND TRUST				
	6040 PELICAN BAY BLVD #201				
City	NAPLES	State	FL	Zip	34108



Property Summary | Property Detail | Sketches | Trim Notices

Parcel No	00158000004	Site Address *Disclaimer	166 COCOHATCHEE BLVD	Site City	NAPLES	Site Zone *Note	34110

Name / Address	BALLIET, MICHAEL J=& DAWN A				
	166 COCOHATCHEE BLVD				
City	NAPLES	State	FL	Zip	34110

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

Parcel No	00157800001	Site Address *Disclaimer	130 COCOHATCHEE BLVD	Site City	NAPLES	Site Zone *Note	34110

Name / Address	2014 RIGGALL FAMILY TRUST				
	130 COCOHATCHEE BLVD				
City	NAPLES	State	FL	Zip	34110-1149

Property Summary | Property Detail | Sketches | Trim Notices

Parcel No	00158320001	Site Address *Disclaimer	255 COCOHATCHEE DR	Site City	NAPLES	Site Zone *Note	34110

Name / Address	FEJES, DEAN W=& BARBARA L				
	255 COCOHATCHEE DR				
City	NAPLES	State	FL	Zip	34110-2102

Property Summary | Property Detail | Sketches | Trim Notices

Parcel No	00157720000	Site Address *Disclaimer	200 COCOHATCHEE DR	Site City	NAPLES	Site Zone *Note	34110

Name / Address	JASMIN, BERNARD V=& RITA H				
	200 COCOHATCHEE DR				
City	NAPLES	State	FL	Zip	34110-1191

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

Property Summary | Property Detail | Sketches | Trim Notices

Parcel No	00158560007	Site Address *Disclaimer	250 COCOHATCHEE DR	Site City	NAPLES	Site Zone *Note	34110

Name / Address	JON W CHEEK REV TRUST				
	ARLENE C CHEEK REV TRUST				
	250 COCOHATCHEE DR				
City	NAPLES	State	FL	Zip	34110-1191



Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

Beverly A. Hawkins
190 Cocohatchee Blvd.h
Naples, Florida 34110

RE: Letter of Notification of Variance Petition to Property Owners within 150 feet

Dear Property Owner,

Please be advised that we have made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described vacant property:

182 Cocohatchee Blvd., Naples, Florida 34110 in Section 22, Township 48, Range 25, Collier County, Florida (PL20230014986)

The subject property is approximately 1.5 acres and is zoned Estates *(Folio Number 00157760002).* It is our intent to ask the County to allow us a variance from Land Development Code Section 4.02.01.A to reduce the front setback from the required 75 feet to 50 feet for the garage, side setback from the required 30 feet to 13.2 feet, and rear setback from the required 75 feet to 0 feet for the main house and 42.8 feet for the guest house on the irregularly shaped parcel.

You are encouraged to contact the sender of this letter in the event you would like additional explanation or further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

/s/ Richard D. Yovanovich, Esq.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

Beverly A. Hawkins
190 Cocohatchee Blvd.
Naples, Florida 34110

RE: Letter of Notification of Variance Petition to Property Owners within 150 feet

Dear Property Owner,

Please be advised that we have made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described vacant property:

182 Cocohatchee Blvd., Naples, Florida 34110 in Section 22, Township 48, Range 25, Collier County, Florida (PL20230014986)

The subject property is approximately 1.5 acres and is zoned Estates *(Folio Number 00157760002).* It is our intent to ask the County to allow us a variance from Land Development Code Section 4.02.01.A to reduce the front setback from the required 75 feet to 50 feet for the garage, side setback from the required 30 feet to 13.2 feet, and rear setback from the required 75 feet to 0 feet for the main house and 42.8 feet for the guest house on the irregularly shaped parcel.

You are encouraged to contact the sender of this letter in the event you would like additional explanation or further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

/s/ Richard D. Yovanovich, Esq.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

Michael & Dawn Balliet
166 Cocohatchee Blvd.
Naples, Florida 34110

RE: Letter of Notification of Variance Petition to Property Owners within 150 feet

Dear Property Owner,

Please be advised that we have made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described vacant property:

182 Cocohatchee Blvd., Naples, Florida 34110 in Section 22, Township 48, Range 25, Collier County, Florida (PL20230014986)

The subject property is approximately 1.5 acres and is zoned Estates *(Folio Number 00157760002).* It is our intent to ask the County to allow us a variance from Land Development Code Section 4.02.01.A to reduce the front setback from the required 75 feet to 50 feet for the garage, side setback from the required 30 feet to 13.2 feet, and rear setback from the required 75 feet to 0 feet for the main house and 42.8 feet for the guest house on the irregularly shaped parcel.

You are encouraged to contact the sender of this letter in the event you would like additional explanation or further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

/s/ Richard D. Yovanovich, Esq.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

2014 Riggal Family Trust
130 Cocohatchee Blvd.
Naples, Florida 34110

RE: Letter of Notification of Variance Petition to Property Owners within 150 feet

Dear Property Owner,

Please be advised that we have made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described vacant property:

182 Cocohatchee Blvd., Naples, Florida 34110 in Section 22, Township 48, Range 25, Collier County, Florida (PL20230014986)

The subject property is approximately 1.5 acres and is zoned Estates *(Folio Number 00157760002).* It is our intent to ask the County to allow us a variance from Land Development Code Section 4.02.01.A to reduce the front setback from the required 75 feet to 50 feet for the garage, side setback from the required 30 feet to 13.2 feet, and rear setback from the required 75 feet to 0 feet for the main house and 42.8 feet for the guest house on the irregularly shaped parcel.

You are encouraged to contact the sender of this letter in the event you would like additional explanation or further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

/s/ Richard D. Yovanovich, Esq.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

Dean & Barbara Fejes
255 Cocohatchee Dr.
Naples, Florida 34110

RE: Letter of Notification of Variance Petition to Property Owners within 150 feet

Dear Property Owner,

Please be advised that we have made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described vacant property:

182 Cocohatchee Blvd., Naples, Florida 34110 in Section 22, Township 48, Range 25, Collier County, Florida (PL20230014986)

The subject property is approximately 1.5 acres and is zoned Estates *(Folio Number 00157760002).* It is our intent to ask the County to allow us a variance from Land Development Code Section 4.02.01.A to reduce the front setback from the required 75 feet to 50 feet for the garage, side setback from the required 30 feet to 13.2 feet, and rear setback from the required 75 feet to 0 feet for the main house and 42.8 feet for the guest house on the irregularly shaped parcel.

You are encouraged to contact the sender of this letter in the event you would like additional explanation or further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

/s/ Richard D. Yovanovich, Esq.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

Bernard & Rita Jasmin
200 Cocohatchee Dr.
Naples, Florida 34110

RE: Letter of Notification of Variance Petition to Property Owners within 150 feet

Dear Property Owner,

Please be advised that we have made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described vacant property:

182 Cocohatchee Blvd., Naples, Florida 34110 in Section 22, Township 48, Range 25, Collier County, Florida (PL20230014986)

The subject property is approximately 1.5 acres and is zoned Estates *(Folio Number 00157760002).* It is our intent to ask the County to allow us a variance from Land Development Code Section 4.02.01.A to reduce the front setback from the required 75 feet to 50 feet for the garage, side setback from the required 30 feet to 13.2 feet, and rear setback from the required 75 feet to 0 feet for the main house and 42.8 feet for the guest house on the irregularly shaped parcel.

You are encouraged to contact the sender of this letter in the event you would like additional explanation or further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

/s/ Richard D. Yovanovich, Esq.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

Jon W. Cheek Rev Trust
250 Cocohatchee Dr.
Naples, Florida 34110

RE: Letter of Notification of Variance Petition to Property Owners within 150 feet

Dear Property Owner,

Please be advised that we have made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described vacant property:

182 Cocohatchee Blvd., Naples, Florida 34110 in Section 22, Township 48, Range 25, Collier County, Florida (PL20230014986)

The subject property is approximately 1.5 acres and is zoned Estates *(Folio Number 00157760002).* It is our intent to ask the County to allow us a variance from Land Development Code Section 4.02.01.A to reduce the front setback from the required 75 feet to 50 feet for the garage, side setback from the required 30 feet to 13.2 feet, and rear setback from the required 75 feet to 0 feet for the main house and 42.8 feet for the guest house on the irregularly shaped parcel.

You are encouraged to contact the sender of this letter in the event you would like additional explanation or further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

/s/ Richard D. Yovanovich, Esq.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

CYK
COLEMAN | YOVANOVICH | KOESTER

4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
T: 239.435.3535 | F: 239.435.1218

Email: ryovanovich@cyklawfirm.com

Dabrowski Land Trust
6040 Pelican Bay Blvd. #201
Naples, Florida 34108

RE: Letter of Notification of Variance Petition to Property Owners within 150 feet

Dear Property Owner,

Please be advised that we have made a formal application to Collier County for a variance from the requirements of the zoning regulations as they apply to the following described vacant property:

182 Cocohatchee Blvd., Naples, Florida 34110 in Section 22, Township 48, Range 25, Collier County, Florida (PL20230014986)

The subject property is approximately 1.5 acres and is zoned Estates *(Folio Number 00157760002).* It is our intent to ask the County to allow us a variance from Land Development Code Section 4.02.01.A to reduce the front setback from the required 75 feet to 50 feet for the garage, side setback from the required 30 feet to 13.2 feet, and rear setback from the required 75 feet to 0 feet for the main house and 42.8 feet for the guest house on the irregularly shaped parcel.

You are encouraged to contact the sender of this letter in the event you would like additional explanation or further information. In any event, please be advised that we are interested in assuring you that our request should not adversely affect your property interest.

Sincerely,

/s/ Richard D. Yovanovich, Esq.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20230014986

I, Patrick Wakefield Joyner & Diana Farrell Joyner (print name), as Owner (title, if applicable) of 182 Cocohatchee Blvd. (company, if applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Richard D. Yovanovich, Esq. / Coleman Yovanovich & Koester, P.A. & John Cooney / Steffi Cooney to act as our/my representative in any matters regarding this petition including 1 through 2 above.

**Notes:*

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

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

Signature

8/12/23
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 12th day of August, 2023 by (printed name of owner or qualifier) Patrick Joyner.

Such person(s) Notary Public must check applicable box:

[✓] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Heidi Panepinto

HEIDI PANEPINTO
MY COMMISSION # HH 289474
EXPIRES: October 31, 2026

CP/08-COA-00115155
REV 3/4/2020

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20230014988

I, Patrick Wakefield Joyner & Dena Farrell Joyner (print name), as Owner (title, if applicable) of 182 Cocohatchee Blvd. (company, if applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Richard D. Yovanovich, Esq. / Coleman Yovanovich & Koester, P.A. & John Cooney / Stofft Cooney to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

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

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

Signature

11/13/23
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 13th day of November, 2023, by (printed name of owner or qualifier) Dena Joyner.

Such person(s) Notary Public must check applicable box:

[✓] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Heidi Panepinto

HEIDI PANEPINTO
MY COMMISSION # HH 289474
EXPIRES: October 31, 2026

CP/08-COA-00115/155
REV 3/4/2020

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)



COLLIER COUNTY

WAIVER APPLICATION FROM THE REQUIRED HISTORICAL AND ARCHAEOLOGICAL SURVEY AND ASSESSMENT

DATE SUBMITTED: _____ PLANNER: Sean Simmons

PETITION NUMBER ASSOCIATED WITH THE WAIVER: PL20230014986

(To Be Completed By Zoning and Land Development Review Staff)

PROJECT NAME: 182 Cocohatchee Blvd.

LOCATION: (Common Description) 182 Cocohatchee Blvd., off Immokalee Road

SUMMARY OF WAIVER REQUEST: The property is zoned Estates. The existing home Will be demolished and replaced with a new home.

(Properties located within an area of Historical and Archaeological Probability but with a low potential for historical/archaeological sites may petition the Community Development & Environmental Services Administrator County Manager or designee to waive the requirement for a Historical/Archaeological Survey and Assessment. Once the waiver application has been submitted, it shall be reviewed and acted upon within five (5) working days. The waiver request shall adequately demonstrate that the area has low potential for historical/archaeological sites.)

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

SECTION ONE: APPLICANT AND PROPERTY OWNERSHIP DATA

A. Name of applicant (s) (if other than property owner, state relationship such as option holder, contract purchaser, lessee, trustee, etc.): Patrick Wakefield Joyner & Dena Farrell Joyner

Mailing Address: 182 Cocohatchee Blvd., Naples, Florida 34110

Phone: (239) 631-2055 FAX: (800) 75-2671

E-Mail: dstein5579@yahoo.com

B. Name of agent(s) for applicant, if any: Coleman, Yovanovich & Koester, P.A. / Richard D. Yovanovich, Esq.

Mailing Address:4001 Tamiami Trail North, Suite 300, Naples, FL 34103

Phone: (239) 435- 3535 FAX: (239) 435-1218

E-Mail: ryovanovich@cyklawfirm.com

C. Name of owner(s) of property: Same as Applicant(s) information above

Mailing Address: _____

Phone: ( ) _____ FAX: _____

E-Mail: _____

Note: If names in answers to A and/or B are different than name in C, notarized letter(s) of authorization from property owner (C) must be attached.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

SECTION TWO: SUBJECT PROPERTY DATA (Attach copy of the plat book page (obtainable from Clerk's Office at the original scale) with subject property clearly marked.)

A. Legal description of subject property. Answer only 1 or 2, as applicable.

1. Within platted subdivision, recorded in official Plat Books of Collier County.

Subdivision Name: _____

Plat Book _____ Page _____ Unit _____ Block _____ Lot _____

Section _____ Township _____ Range _____

2. If not in platted subdivision, a complete legal description must be attached which is sufficiently detailed so as to locate said property on County maps or aerial photographs. The legal description must include the Section, Township and Range. If the applicant includes multiple contiguous parcels, the legal description may describe the perimeter boundary of the total area, and need not describe each individual parcel, except where different zoning requests are made on individual parcels. A boundary sketch is also required. Collier County has the right to reject any legal description, which is not sufficiently detailed so as to locate said property, and may require a certified survey or boundary sketch to be submitted.

B. Property dimensions:

Area: 68,662.9 square feet, or 1.5 acres

Width along roadway: 133.23 feet

Depth: 378.58 feet

C. Present use of property: Residential

D. Present zoning classification: Estates

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

SECTION THREE: WAIVER CRITERIA

Note: This provision is to cover instances in which it is obvious that any archaeological or historic resource that may have existed has been destroyed. Examples would be evidence that a major building has been constructed on the site or that an area has been excavated.

A. Waiver Request Justification.

1. Interpretation of Aerial Photograph: Currently developed with a home.

2. Historical Land Use Description: Developed with a home.

3. Land, cover, formation and vegetation description: _____

4. Other: _____

B. The County Manager or designee may deny a waiver, grant the waiver, or grant the waiver with conditions. He shall be authorized to require examination of the site by an accredited archaeologist where deemed appropriate. The applicant shall bear the cost of such evaluation by an independent accredited archaeologist. The decision of the County Manager or designee regarding the waiver request shall be provided to the applicant in writing. In the event of a denial of the waiver request, written notice shall be provided stating the reasons for such denial. Any party aggrieved by a decision of the County Manager or designee regarding a waiver request may appeal to the Preservation Board. Any party aggrieved by a decision of the Preservation Board regarding a waiver request may appeal that decision to the Board of County Commissioners.

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

SECTION FOUR: CERTIFICATION

A. The applicant shall be responsible for the accuracy and completeness of this application. Any time delays or additional expenses necessitated due to the submittal of inaccurate or incomplete information shall be the responsibility of the applicant.

B. All information submitted with the application becomes a part of the public record and shall be a permanent part of the file.

C. All attachments and exhibits submitted shall be of a size that will fit or conveniently fold to fit into a legal size (8 ½" x 14") folder.

Signature of Applicant or Agent

Richard D. Yovanovich
Printed Name of Applicant or Agent

-TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT SERVICES DIVISION-

SECTION FIVE: NOTICE OF DECISION

The County Manager or designee has made the following determination:

☐ Approved on: _____ By: _____

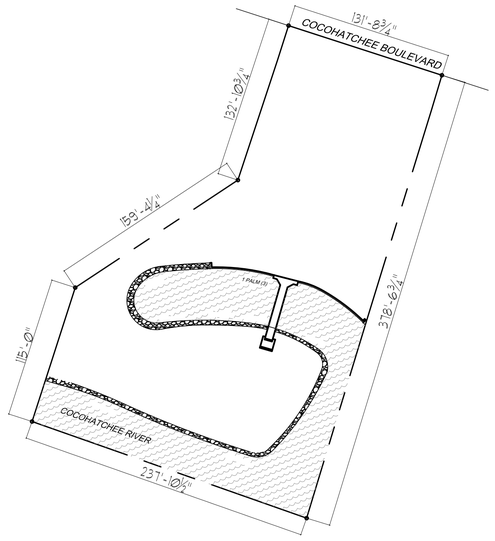
☐ Approved with Conditions on: _____ By: _____
(see attached)

☐ Denied on: _____ By: _____
(see attached)

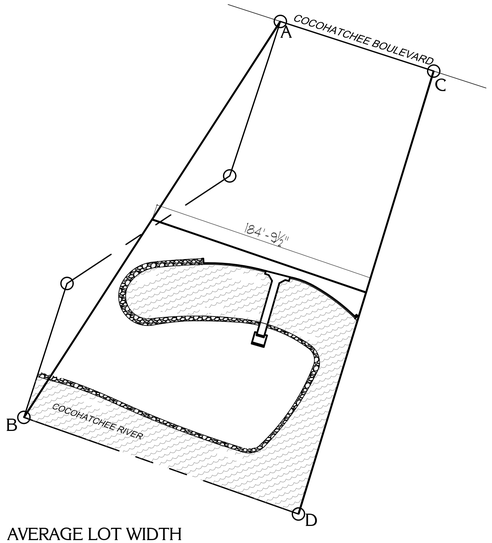
Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)



AERIAL VIEW
SCALE: NOT TO SCALE



PROPERTY LINE DIMENSIONS
SCALE: NTS

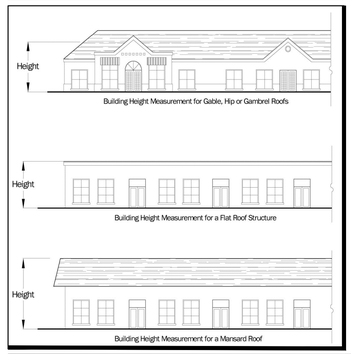


AVERAGE LOT WIDTH
SCALE: NTS

NOTE:

LEGEND

- LAGOON
- NAVIGABLE WATER
- VARIANCE REQUEST
- GARAGE VARIANCE REQUEST
- EXISTING BUILDABLE
- AREA OF NEW CONSTRUCTION REQUIRING VARIANCE



SITE REQUIREMENTS

ZONE:

E (AGRICULTURAL) (COLLIER COUNTY)

PRELIMINARY FLOOD ZONE (2019): AE-9

BASE FLOOD ELEVATION 9.00' N.A.V.D. (VERIFY N.A.V.D.)
DESIGN FLOOD ELEVATION +1.00' = 10.00' N.A.V.D.

MAX BUILDING HEIGHT:

30'-0"
FROM MORE RESTRICTIVE OF:
F.E.M.A. HABITABLE FLOOR
18" ABOVE CROWN OF ROAD

MINIMUM LOT AREA:	98,010 SQ.FT.
CURRENT LOT AREA:	62,340 SQ.FT. FROM PROPERTY APPRAISER
MINIMUM LOT WIDTH:	150'-0"
CURRENT LOT WIDTH:	132'-0"
MAXIMUM BUILDING COVERAGE:	NONE

SETBACKS:

FRONT: 75'-0"

DETACHED GARAGE: 50'-0"
NOTE: BUILDABLE TO ACCOMMODATE GARAGE DUE TO IRREGULAR LOT SHAPE.

SIDE: 30'-0"
NOTE: REDUCE TO 10% OF LOT WIDTH DUE TO IRREGULAR LOT SHAPE.

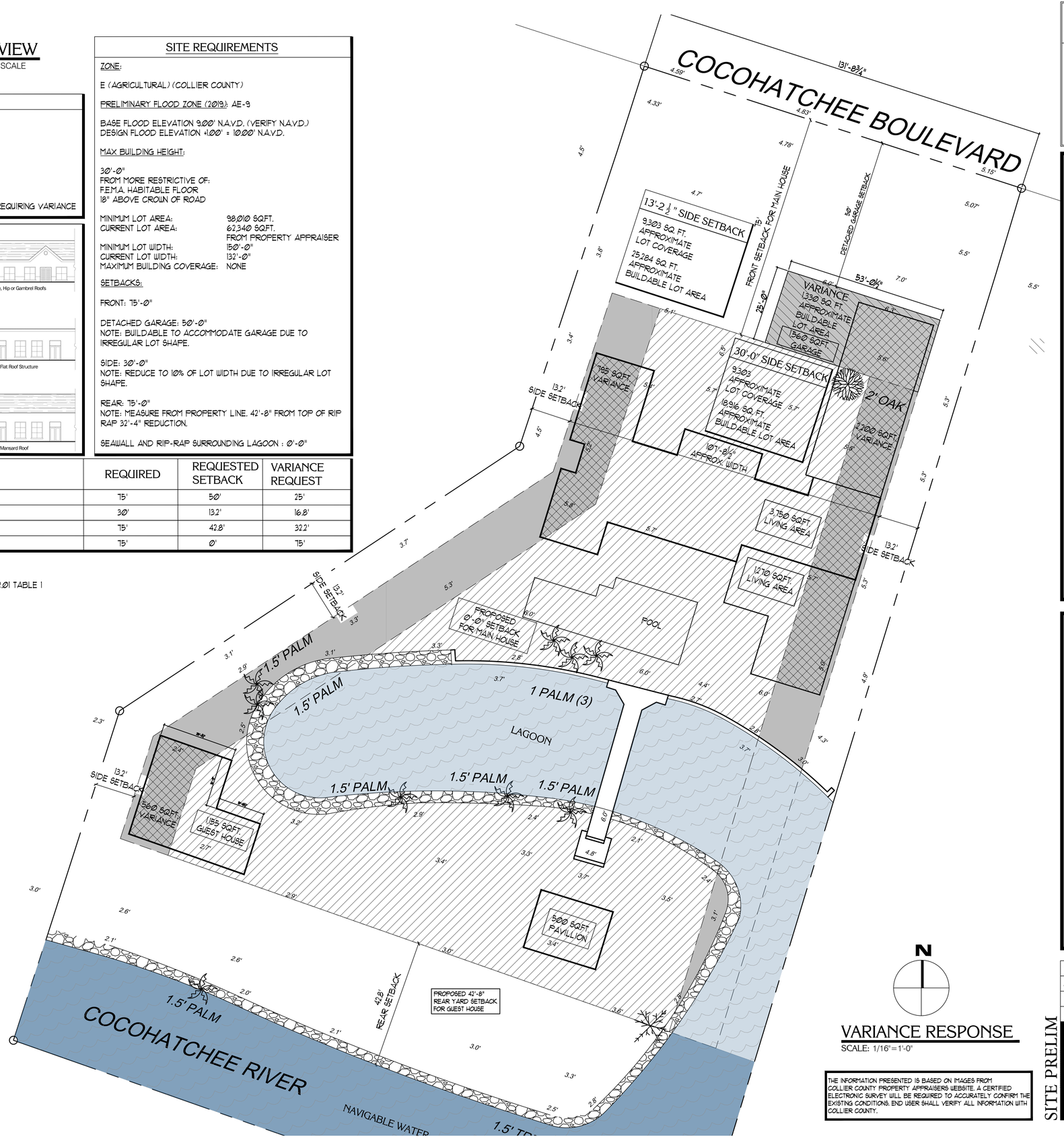
REAR: 75'-0"
NOTE: MEASURE FROM PROPERTY LINE. 42'-8" FROM TOP OF RIP RAP 32'-4" REDUCTION.

SEAWALL AND RIP-RAP SURROUNDING LAGOON : 0'-0"

	REQUIRED	REQUESTED SETBACK	VARIANCE REQUEST
FRONT	75'	50'	25'
SIDE YARD	30'	13.2'	16.8'
REAR , GUEST HOUSE	75'	42.8'	32.2'
REAR , MAIN HOUSE	75'	0'	75'

NOTE:

1. REQUIRED SETBACKS LDC 4.02.01 TABLE 1



VARIANCE RESPONSE
SCALE: 1/16"=1'-0"

THE INFORMATION PRESENTED IS BASED ON IMAGES FROM COLLIER COUNTY PROPERTY APPRAISERS WEBSITE. A CERTIFIED ELECTRONIC SURVEY WILL BE REQUIRED TO ACCURATELY CONFIRM THE EXISTING CONDITIONS. END USER SHALL VERIFY ALL INFORMATION WITH COLLIER COUNTY.

Revisions	Date

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLAN INDICATION REPRESENTED BY THE DRAWING ARE OWNED BY AND THE PROPERTY OF STOFFT COONEY ARCHITECTS AND WERE CREATED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF STOFFT COONEY ARCHITECTS. ALL COPYRIGHTS AND OTHER PROPERTY RIGHTS ARE RESERVED BY STOFFT COONEY ARCHITECTS. ALL SOLICITATIONS, CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE THE COMMENCEMENT OF WORK. CONTRACTORS SHALL FOLLOW DIMENSIONS AND NOT SCALE DRAWINGS. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH FABRICATION SYSTEMS AS NOTED.

SITE STUDY

182 COCOHATCHEE BLVD.
NAPLES , FLORIDA
COLLIER COUNTY

STOFFT COONEY
ARCHITECTS
distinctive inspirational architecture
111 10th Street Suite 308 • Naples Florida 34102 • (239) 262 7677 • Delray Beach Florida (561) 243 0799 • WWW.STOFFTCOONEY.COM

Scale:	AS NOTED
Job No.	--
Date:	01/24 E.M.
Sheets:	- of -

SITE PRELIM

SP1

LICENSE# AA 26000793

Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)

BENCHMARK
LAND SERVICES, INC.

1807 J. & C. Boulevard
Naples,Florida 34109
L.B. # 7502

Tel. 239-591-0778
Fax. 239-591-1195
www.benchmarklandservices.com

SKETCH OF BOUNDARY SURVEY

SURVEY #23896

Property Address:
182 Cocohatchee Bolevard
Naples, FL, 34110

Certified To:
Partick Joyner

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

Flood Zone Information:
Community Number: 120067
Panel: 0193 Suffix: H
Effective Date: 05/16/2012
Flood Zone: AE BFE: 9' N.A.V.D. 1988

Legal Description As Furnished:
Lot 27 of unrecorded plat of Cocohatchee River Estates:

That part of the Southeast quarter of Section 22, Township 48 South, Range 25 East, Collier County, Florida, lying East of the Seaboard Coast line Railroad and Northeasterly of the thread of the Cocohatchee River being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 22, run S 00º 32' 16" E along the East line of said section 22 for 1032.00 feet; thence run N 72º 03' 30" W for 347.93 feet; being the Point of Beginning; thence run S 17º 01' 15" W for 378.55 feet to the centerline of Cocohatchee River; thence run N 70º 36' 27" W along the centerline of said river for 237.88 feet; thence run N 17º 56' 30" E for 115.00 feet; thence run N 56º 36' 10" E for 159.48 feet; thence run N 17º 56' 30" E for 133.00 feet; thence run S 72º 03' 30" E for 132.00 feet to the Point of Beginning; containing 1.5 acres plus or minus.

DATE OF SURVEY	DRAWN BY
04/20/2023	E.S.
COMPLETION DATE:	CHECKED BY
04/21/2023	K.S.

L-1= N 72°03'30" W 347.93' D.
N 72°03'28" W 347.97' M.

L-2= S 72°03'30" E 132.00' D.
S 72°03'36" E 131.73' M.

L-3= 479.93' D.
N 72°03'30" W 479.70' M.
BASIS OF BEARINGS

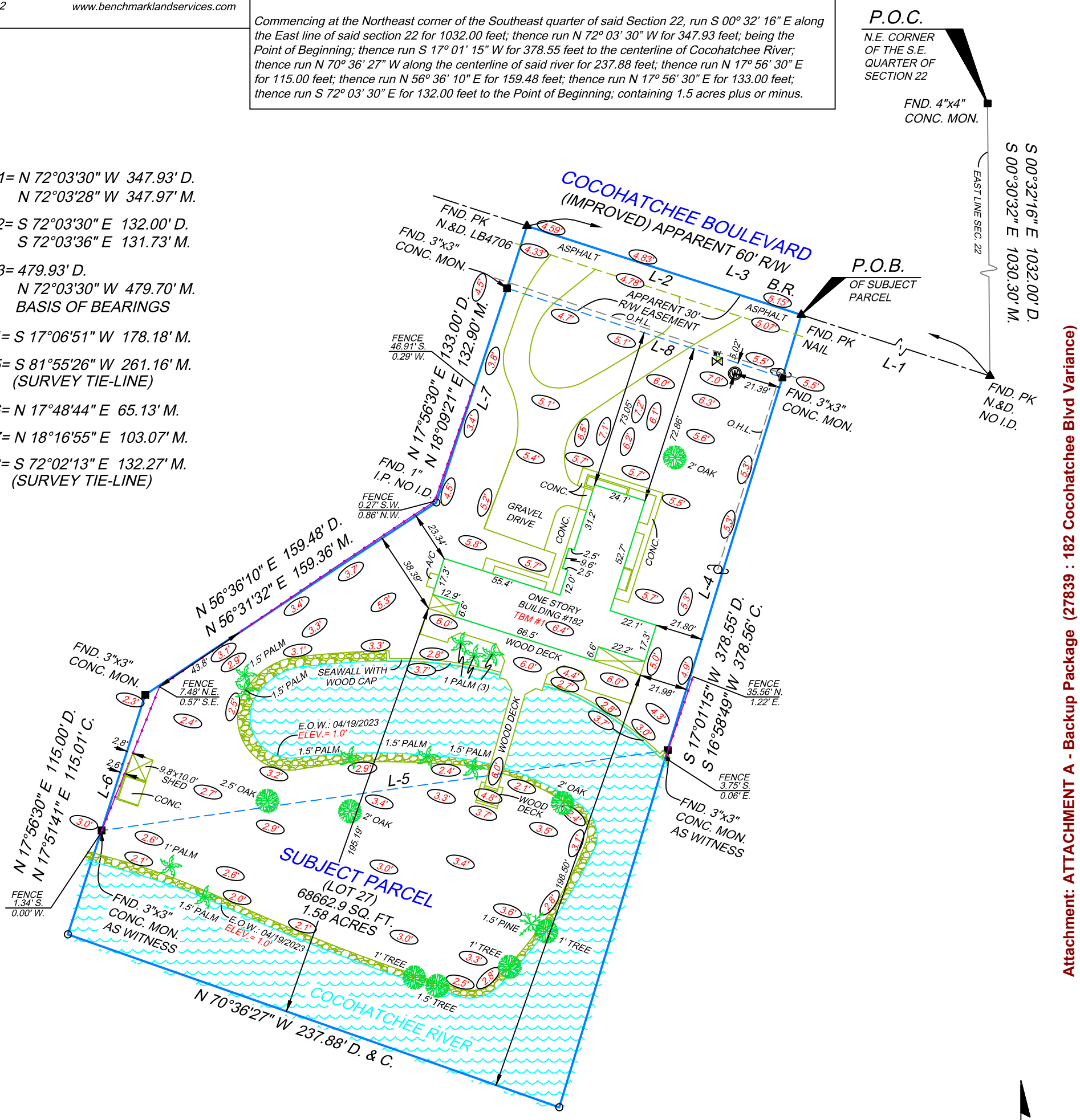
L-4= S 17°06'51" W 178.18' M.

L-5= S 81°55'26" W 261.16' M.
(SURVEY TIE-LINE)

L-6= N 17°48'44" E 65.13' M.

L-7= N 18°16'55" E 103.07' M.

L-8= S 72°02'13" E 132.27' M.
(SURVEY TIE-LINE)



1 inch = 50' ft.
GRAPHIC SCALE
0 25 50

1. LEGAL DESCRIPTION PROVIDED BY OTHERS. NO EXAMINATION OF TITLE MADE BY SURVEYOR. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
2. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED. IT IS NOT A CERTIFICATION OF TITLE, ZONING, EASEMENTS OR FREEDOM FROM ENCUMBRANCES OWNERSHIP, OR RIGHTS-OF-WAY.
3. UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED. WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
4. NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ONLY VISIBLE ENCROACHMENTS LOCATED.
5. THIS SURVEY IS INTENDED FOR USE BY THOSE TO WHOM IT IS CERTIFIED.
6. ONLY IMPROVEMENTS SHOWN WERE LOCATED. FENCE OWNERSHIP NOT DETERMINED.
7. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. NO EFFORT WAS MADE TO PROVE PLAT BOUNDARIES.
8. PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHT-OF-WAYS OF RECORD.
9. WHEN LOCATION OF EASEMENTS OR RIGHTS-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUTE 5J-17.052 (2)4(d)4 OF THE FLORIDA ADMINISTRATIVE CODE.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. IT IS THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO VERIFY FLOOD ZONE INFORMATION AND BUILDING RESTRICTIONS PRIOR TO ANY CONSTRUCTION OR PLANNING.
12. ELEVATIONS SHOWN HEREON ARE BASED UPON N.A.V.D. 1988.

POINTS OF INTEREST:
1. NO EASEMENT INFORMATION WAS SUPPLIED THE TO SURVEYOR (SEE NOTE 9).
2. THE DIMENSION BY EACH TREE REFERS TO THAT TREE'S APPROXIMATE TRUNK DIAMETER.

I hereby certify that A Survey of the hereon described property was made under my direction per Standards of Practice as per Chapter 5J-17.053, F.A.C. & pursuant to section 472.027, Florida Statutes.

KENNETH SARRIO
Professional Surveyor & Mapper
PSM No. 6348 State of Florida

A.E.	ACCESS EASEMENT	D.E.	DRAINAGE EASEMENT	I.E.	INGRESS / EGRESS EASEMENT	P.C.P.	PERMANENT CONTROL POINT	PLT.	PLANTER
B.D.	BRASS DISC	D.H.	DRILL HOLE	I.R.	IRON ROD	PK	PARKER-KALON NAIL	R.	RADIAL
BLDG.	BUILDING	F.F.	FINISHED FLOOR	L.M.E.	LAKE MAINTENANCE EASEMENT	P.I.	POINT OF INTERSECTION	R/W	RIGHT OF WAY
B.R.	BEARING REFERENCE	FND.	FOUND	M.	FIELD MEASURED	P.L.S	PROFESIONAL LAND SURVEYOR	S.D.	STORM DRAIN
C.	CALCULATED	GEN.	GENERATOR	M.E.	MAINTENANCE EASEMENT	P.T.	POINT OF TANGENCY	SCRN.	SCREENED
CATV	CABLE TV. RISER	ELEC.	ELECTRIC BOX	M.E.S.	MITERED END SECTION	P.O.B.	POINT OF BEGINNING	T.B.M.	TEMPORARY BENCH MARK
C.B.	CATCH BASIN	ENCL.	ENCLOSURE	N.& D.	NAIL & DISK	P.E.P.	PROPOSED POOL EQUIPMENT	TEL.	TELEPHONE FACILITIES
C/O	CLEAN OUT	E.O.W.	EDGE OF WATER	N.R.	NON-RADIAL	P.R.C.	POINT OF REVERSE CURVATURE	T.O.B.	TOP OF BANK
C.M.	CONCRETE MONUMENT	EQ.	EQUIPMENT	O.H.L.	OVERHEAD LINE	P.R.M.	PERMANENT REFERENCE MONUMENT	U.E.	UTILITY EASEMENT
C.U.E.	COUNTY UTILITY ESMT.	ELEV.	ELEVATION	P.	PLAT	P.U.E.	PUBLIC UTILITY EASEMENT	W.M.	WATER METER
C.V.G.	CONC VALLEY GUTTER	I.D.	IDENTIFICATION	P.C.	POINT OF CURVATURE	P.C.C.	POINT OF COMPOUND CURVATURE		
D.	DEEDED	I.P.	IRON PIPE	P.C.C.	POINT OF COMPOUND CURVATURE	PROP.	PROPOSED		

EXISTING ELEVATION
PROPOSED ELEVATION
IRON ROD
CONCRETE MONUMENT
CATCH BASIN
FENCE
NAIL
CONC. CONCRETE
N/A NOT APPLICABLE

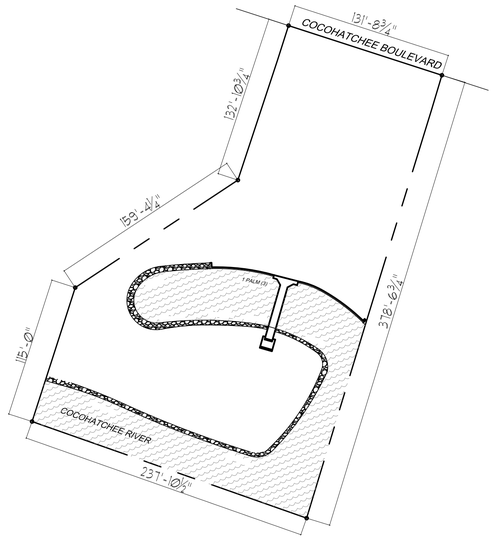
WV WATER VALVE
POWER POLE
WELL
EXISTING FIRE HYDRANT
BENCH MARK
LAMP POST

= CENTER LINE = ℄

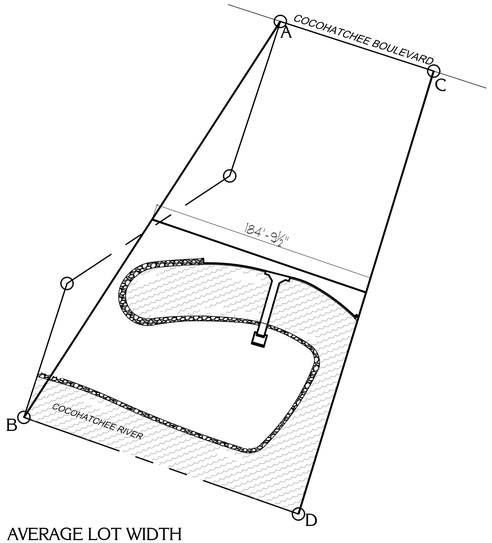
Attachment: ATTACHMENT A - Backup Package (27839 : 182 Cocohatchee Blvd Variance)



AERIAL VIEW
SCALE: NOT TO SCALE



PROPERTY LINE DIMENSIONS
SCALE: NTS

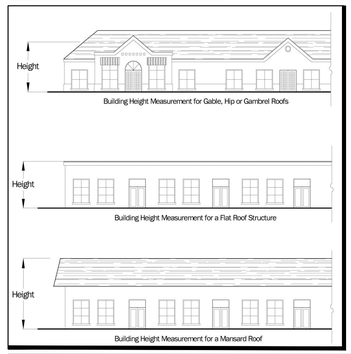


AVERAGE LOT WIDTH
SCALE: NTS

NOTE:

LEGEND

- LAGOON
- NAVIGABLE WATER
- VARIANCE REQUEST
- GARAGE VARIANCE REQUEST
- EXISTING BUILDABLE
- AREA OF NEW CONSTRUCTION REQUIRING VARIANCE



SITE REQUIREMENTS

ZONE:

E (AGRICULTURAL) (COLLIER COUNTY)

PRELIMINARY FLOOD ZONE (2019): AE-9

BASE FLOOD ELEVATION 9.00' N.A.V.D. (VERIFY N.A.V.D.)
DESIGN FLOOD ELEVATION +1.00' = 10.00' N.A.V.D.

MAX BUILDING HEIGHT:

30'-0"
FROM MORE RESTRICTIVE OF:
F.E.M.A. HABITABLE FLOOR
18" ABOVE CROWN OF ROAD

MINIMUM LOT AREA:	98,010 SQ.FT.
CURRENT LOT AREA:	62,340 SQ.FT. FROM PROPERTY APPRAISER
MINIMUM LOT WIDTH:	150'-0"
CURRENT LOT WIDTH:	132'-0"
MAXIMUM BUILDING COVERAGE:	NONE

SETBACKS:

FRONT: 75'-0"

DETACHED GARAGE: 50'-0"
NOTE: BUILDABLE TO ACCOMMODATE GARAGE DUE TO IRREGULAR LOT SHAPE.

SIDE: 30'-0"
NOTE: REDUCE TO 10% OF LOT WIDTH DUE TO IRREGULAR LOT SHAPE.

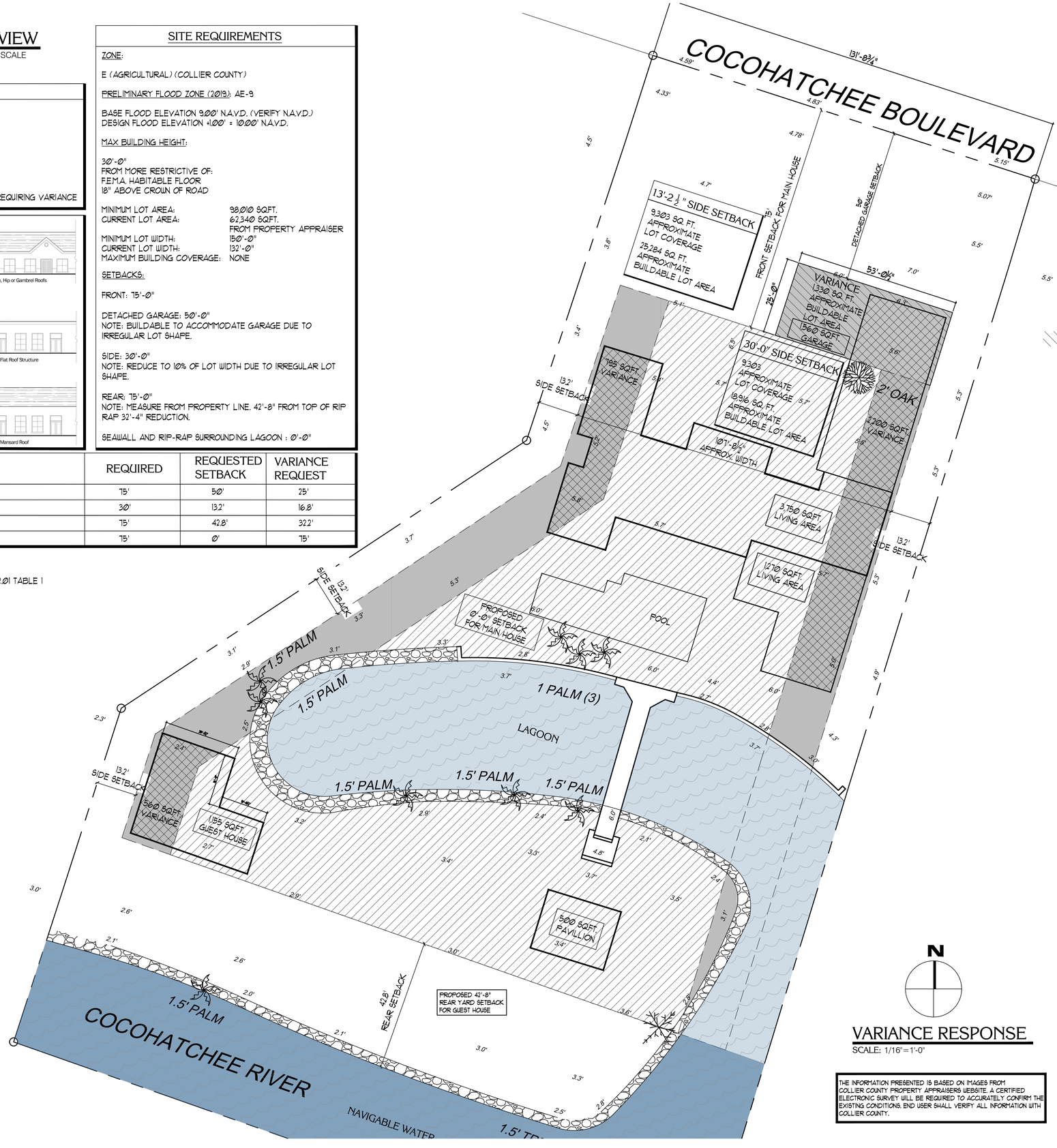
REAR: 75'-0"
NOTE: MEASURE FROM PROPERTY LINE. 42'-8" FROM TOP OF RIP RAP 32'-4" REDUCTION.

SEAWALL AND RIP-RAP SURROUNDING LAGOON : 0'-0"

	REQUIRED	REQUESTED SETBACK	VARIANCE REQUEST
FRONT	75'	50'	25'
SIDE YARD	30'	13.2'	16.8'
REAR , GUEST HOUSE	75'	42.8'	32.2'
REAR , MAIN HOUSE	75'	0'	75'

NOTE:

1. REQUIRED SETBACKS LDC 4.02.01 TABLE 1



VARIANCE RESPONSE
SCALE: 1/16"=1'-0"

THE INFORMATION PRESENTED IS BASED ON IMAGES FROM COLLIER COUNTY PROPERTY APPRAISERS WEBSITE. A CERTIFIED ELECTRONIC SURVEY WILL BE REQUIRED TO ACCURATELY CONFIRM THE EXISTING CONDITIONS. END USER SHALL VERIFY ALL INFORMATION WITH COLLIER COUNTY.

Revisions	Date

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLAN INDICATION REPRESENTED BY THE DRAWING ARE AND SHALL REMAIN THE PROPERTY OF STOFFT COONEY ARCHITECTS. THEY ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE OR USE ON ANY PROJECT WITHOUT THE WRITTEN PERMISSION OF STOFFT COONEY ARCHITECTS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. ALL DRAWINGS, SPECIFICATIONS AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE AND SHALL REMAIN THE ARCHITECT'S PROPERTY. THEY ARE NOT TO BE USED ON ANY OTHER PROJECT, AND WITH THE EXCEPTION OF ONE SET FOR EACH CONTRACT, ARE TO BE RETURNED TO THE ARCHITECT ON REQUEST AT THE COMPLETION OF THE WORK. ALL MODELS, DRAWINGS AND DIGITAL DATA ARE INSTRUMENTS OF SERVICE THROUGH WHICH THE WORK IS EXECUTED. ALL COPYRIGHTS AND OTHER PROPERTY RIGHTS RESERVED.

SITE STUDY

182 COCOHATCHEE BLVD.
NAPLES , FLORIDA
COLLIER COUNTY

STOFFT COONEY
ARCHITECTS
distinctive inspirational architecture
111 10th Street Suite 308 • Naples Florida 34102 • (239) 262 7677 • Delray Beach Florida (561) 243 0799 • WWW.STOFFTCOONEY.COM

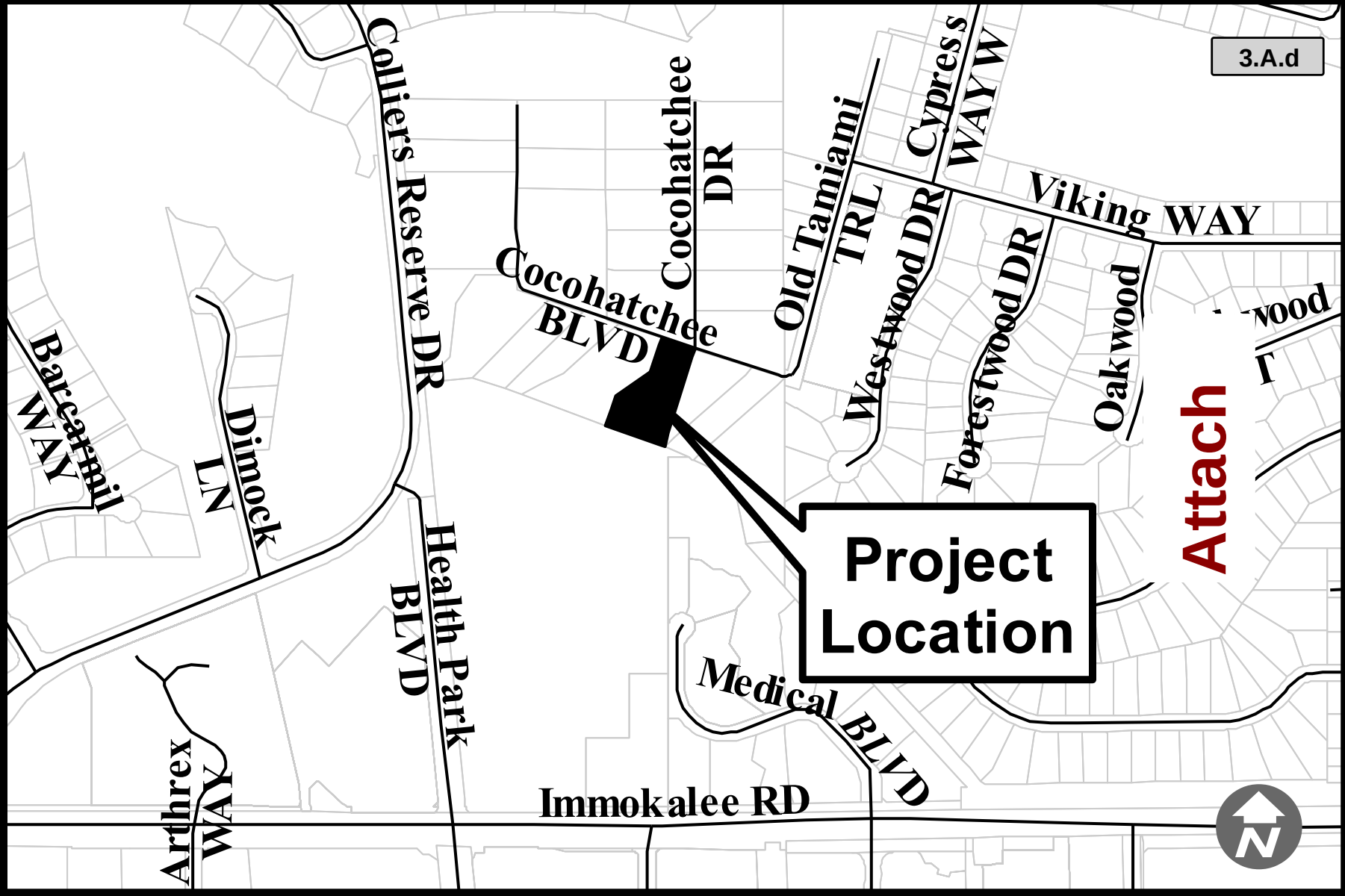
Scale:	AS NOTED	
Job No.	--	
Date:	01.17.24	E.M.
Sheets:	-	of -

SITE PRELIM

SP1

LICENSE# AA 26000793

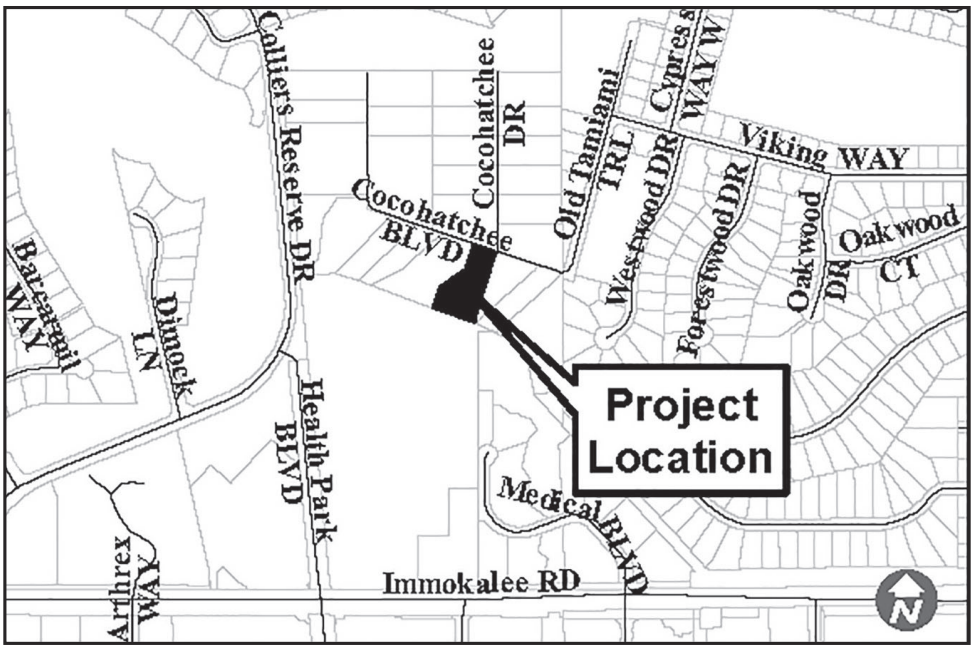
Attachment: ATTACHMENT B - Site Plan & Detail for Proposed Variance (27939 : 182 Cocohatchee Blvd Variance)


3.A.d
Colliers Reserve DR
Cocohatchee DR
Old Tamiami TRL
Cypress WAY W
Viking WAY
Cocohatchee BLVD
Westwood DR
Forestwood DR
Oakwood
Barcarmil WAY
Dimock LN
Health Park BLVD
Project Location
Attach
Medical BLVD
Immokalee RD
Arthrex WAY
N

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the **Collier County Hearing Examiner (HEX)** at **1:00 P.M., February 22, 2024**, in the Hearing Examiner's meeting room, at 2800 North Horseshoe Drive, Room 609/610, Naples FL 34104, to consider:

PETITION NO. PL20230014986 VA – REQUEST FOR A VARIANCE FROM LAND DEVELOPMENT CODE SECTION 4.02.01A, TABLE 2.1, TO REDUCE THE REQUIRED ESTATES FRONT SETBACK FROM 75 FEET TO 50 FEET ON THE NORTH PROPERTY LINE FOR THE PROPOSED ACCESSORY GARAGE; THE REQUIRED SIDE SETBACK FROM 30 FEET TO 13.2 FEET ON THE WEST PROPERTY LINE FOR THE PROPOSED PRINCIPAL RESIDENTIAL STRUCTURE AND ON THE EAST PROPERTY LINE FOR THE PROPOSED RESIDENTIAL STRUCTURE, THE GARAGE, AND THE ACCESSORY GUEST HOUSE; THE REQUIRED REAR YARD SETBACK FROM 75 FEET TO 42.8 FEET ON THE SOUTH PROPERTY LINE FOR THE PROPOSED GUEST HOUSE; AND THE REQUIRED SETBACK FROM THE SEAWALL AND RIP-RAP SURROUNDING THE LAGOON FROM 75 FEET TO 0 FEET FOR THE PROPOSED PRINCIPAL RESIDENTIAL STRUCTURE ON PROPERTY LOCATED SOUTHWEST OF THE INTERSECTION OF COCOHATCHEE BLVD AND COCOHATCHEE DR, ALSO KNOWN AS 182 COCOHATCHEE BLVD, NAPLES, FL 34110 IN SECTION 22, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.



All interested parties are invited to appear and be heard. All materials used in presentation before the Hearing Examiner will become a permanent part of the record.

Copies of staff report are available one (1) week prior to the hearing. The file can be reviewed at the Collier County Growth Management Community Development Department, Zoning Division, 2800 North Horseshoe Drive, Naples, FL 34104.

As to any petition upon which the Hearing Examiner takes action, an aggrieved petitioner may appeal such final action. Such appeal shall be filed per Section 2-88 of the Collier County Code of Laws and Ordinances within 30 days of the decision by the Hearing Examiner. An aggrieved non-party may appeal a decision by the Hearing Examiner to the Circuit Court of Collier County within 30 days of the decision. In the event that the petition has been approved by the Hearing Examiner, the applicant shall be advised that he/she proceeds with construction at his/her own risk during this 30-day period. Any construction work completed ahead of the approval authorization shall be at their own risk.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Zoning Division located at 2800 N. Horseshoe Dr, Naples, Florida 34104, (239) 252- 2400, at least two (2) days prior to the meeting.

Andrew W. J. Dickman, Esq., AICP
Chief Hearing Examiner
Collier County, Florida

ND-38555053

Attachment: ATTACHMENT C - Legal Ad & HEX Sign Posting (27839 : 182 Cocohatchee Blvd Variance)

SIGN POSTING INSTRUCTIONS

(CHAPTER 8, COLLIER COUNTY ADMINISTRATIVE CODE FOR LAND DEVELOPMENT)

A zoning sign(s) must be posted by the petitioner or the petitioner's agent on the parcel for a minimum of fifteen (15) calendar days in advance of the first public hearing and said sign(s) must be maintained by the petitioner or the petitioner's agent through the Board of County Commissioners Hearing. Below are general guidelines for signs, however these guidelines should not be construed to supersede any requirement of the LDC. For specific sign requirements, please refer to the Administrative Code, Chapter 8 E.

1. The sign(s) must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
2. The sign(s) must be securely affixed by nails, staples, or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may not be affixed to a tree or other foliage.
3. The petitioner or the petitioner's agent must maintain the sign(s) in place, and readable condition until the requested action has been heard and a final decision rendered. If the sign(s) is destroyed, lost, or rendered unreadable, the petitioner or the petitioner's agent must replace the sign(s

NOTE: AFTER THE SIGN HAS BEEN POSTED, THIS AFFIDAVIT OF POSTING NOTICE SHOULD BE RETURNED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE FIRST HEARING DATE TO THE ASSIGNED PLANNER.

- - - -



Attachment: ATTACHMENT C - Legal Ad & HEX Sign Posting (27839 : 182 Cocohatchee Blvd Variance)



Attachment: ATTACHMENT C - Legal Ad & HEX Sign Posting (27839 : 182 Cocohatchee Blvd Variance)

02/22/2024

COLLIER COUNTY
Collier County Hearing Examiner

Item Number: 3.B
Doc ID: 27852
Item Summary: Petition No. CU-PL20220003454 – Harklau Storage – Request for approval of a Conditional Use to allow a car condo facility, also known as motor freight and warehousing (SIC 4225, air conditioned and mini-and self-storage warehousing only), pursuant to LDC section 2.03.03.D.1.c.24, on ±2.47 acres located at the southeast corner of Tamiami Trail East (US 41) and Confederate Drive, Lots 1, 4, 5, and 6, Block One, Naples Manor Unit No. 1, in Section 29, Township 50 South, Range 26 East, Collier County, Florida. [Sean Sammon, Planner III] Commissioner District 1

Meeting Date: 02/22/2024

Prepared by:
Title: Principal Planner – Zoning
Name: Sean Sammon
01/30/2024 4:35 PM

Submitted by:
Title: Zoning Director – Zoning
Name: Mike Bosi
01/30/2024 4:35 PM

Approved By:

Review:

Growth Management Community Development Department	Diane Lynch	GMD Approver	Skipped	01/31/2024 6:12 PM
Building Plan Review & Inspections	Diane Lynch	Additional Reviewer	Skipped	02/02/2024 1:39 PM
Operations & Regulatory Management	Michael Stark	Review Item	Completed	02/05/2024 5:05 PM
Zoning	Sean Sammon	Review Item	Skipped	01/30/2024 4:26 PM
Zoning	Ray Bellows	Review Item	Completed	02/06/2024 10:45 AM
Zoning	Mike Bosi	Division Director	Completed	02/08/2024 8:31 AM
Unknown	Jaime Cook	Additional Reviewer	Completed	02/13/2024 11:11 AM
Hearing Examiner (GMD Approvers)	David Merino	Review Item	Completed	02/14/2024 11:28 AM
Hearing Examiner	Andrew Dickman	Meeting Pending	02/22/2024 1:00 PM	

STAFF REPORT

TO: COLLIER COUNTY HEARING EXAMINER

FROM: ZONING DIVISION – ZONING SERVICES SECTION, GROWTH MANAGEMENT COMMUNITY DEVELOPMENT DEPARTMENT

HEARING DATE: FEBRUARY 22, 2024

SUBJECT: PL20220003454 – CONDITIONAL USE (CU) – HARKLAU STORAGE

PROPERTY OWNER/AGENT:

Owner: Bret Harklau
Harklau Leasing, LLC
930 Hyacinth CT
Marco Island, FL 34145

Agent(s): Jessica Kluttz
Davidson Engineering
4365 Radio RD, Ste. 201
Naples, FL 34104

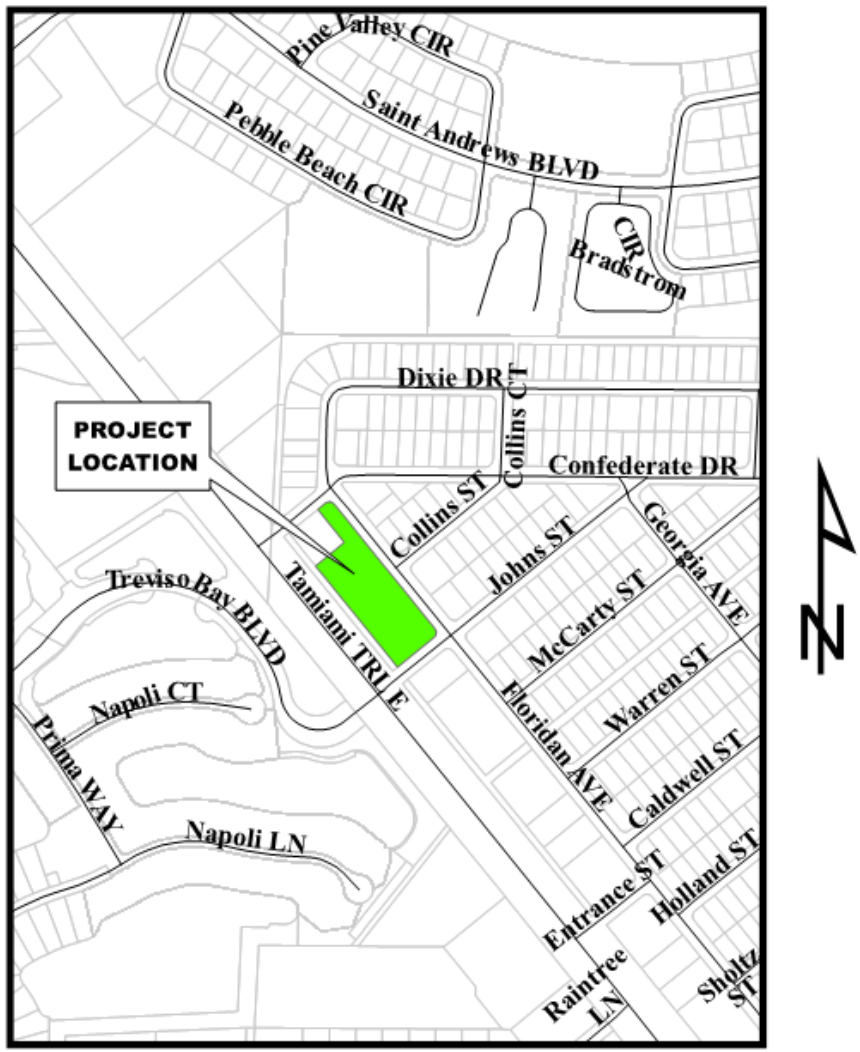
REQUESTED ACTION:

To have the Collier County Hearing Examiner (HEX) consider a request for approval of a Conditional Use to allow a car condo facility, also known as motor freight and warehousing Standard Industrial Classification (SIC 4225, air-conditioned and mini-and self-storage warehousing only), pursuant to Land Development Code (LDC) section 2.03.03.D.1.c.24.

GEOGRAPHIC LOCATION:

The ±2.47-acre subject property is located at the southeast corner of Tamiami Trail East (US 41) and Confederate Drive [Dixie Drive], also described as Lots 1, 4, 5, and 6, Block One, Naples Manor Unit No. 1, in Section 29, Township 50 South, Range 26 East, Collier County, Florida. *(See location map on the following page)*

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)



Location Map



Zoning Map

Petition Number: PL20220003454

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage

PURPOSE/DESCRIPTION OF PROJECT:

The agent seeks a Conditional Use (CU) to allow for the development of a car condo facility on the subject property across four parcels: 62040080002, 62040120001, 62040160003, and 62040200002. The subject property is zoned General Commercial (C-4) and is approximately 2.47 acres in size. The C-4 zoning district allows for car condos and self-storage as a conditional use, and the proposed facility will provide an estimated 34,420 square feet of storage space.

According to the Standard Industrial Classification (SIC) manual, a car condo facility is equivalent to SIC code 4225, which is an establishment primarily engaged in the warehousing and storing of a general line of goods. This includes general warehousing and storage, mini-warehouse warehousing, and warehousing self-storage. The proposed use is permitted as a conditional use according to LDC Section 2.03.03.D.1.c.24: "motor freight transportation and warehousing, air-conditioned and mini-and-self storage warehousing only."



Southeast rendering of proposed Harklau Storage Car Condo Facility. Source: Phoenix Associates of Florida Inc.

The aesthetic of the proposed facility will blend in with the neighborhood since the structure's design is to scale for commercial use in the C-4 district adjacent to residential properties and will not be imposing on adjacent residences as typical self-storage facilities tend to be. There are a proposed 31 total car condo units ranging in area from as small as 828 square feet to as large as 1,250 square feet. The site will be served by two access points, one on the northwest, which will interconnect to the existing adjacent commercial property adjacent to Dixie Drive/Confederate Drive (Lot 3) and the other on the southeast end from Johns Street. Both ingress/egress points will be gated to provide traffic control and security to the property.

The subject property is subject to Ordinance No. 92-043, specifically Exhibit A, South Naples Planning Community, Section 6, which governs Lots 1 through 5 in Block One, Naples Manor Unit No. 1, recorded in Plat Book 3, Page 57-the legal description for the majority of the subject property parcels. This ordinance changed the zoning classifications for various zoning districts. Specifically, it rezoned the subject property from General Commercial, C-4, Zoning District to General Commercial, C-4, Zoning District subject to the following conditions, Ordinance 92-043 compatibility exception CEX-003-SN:

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

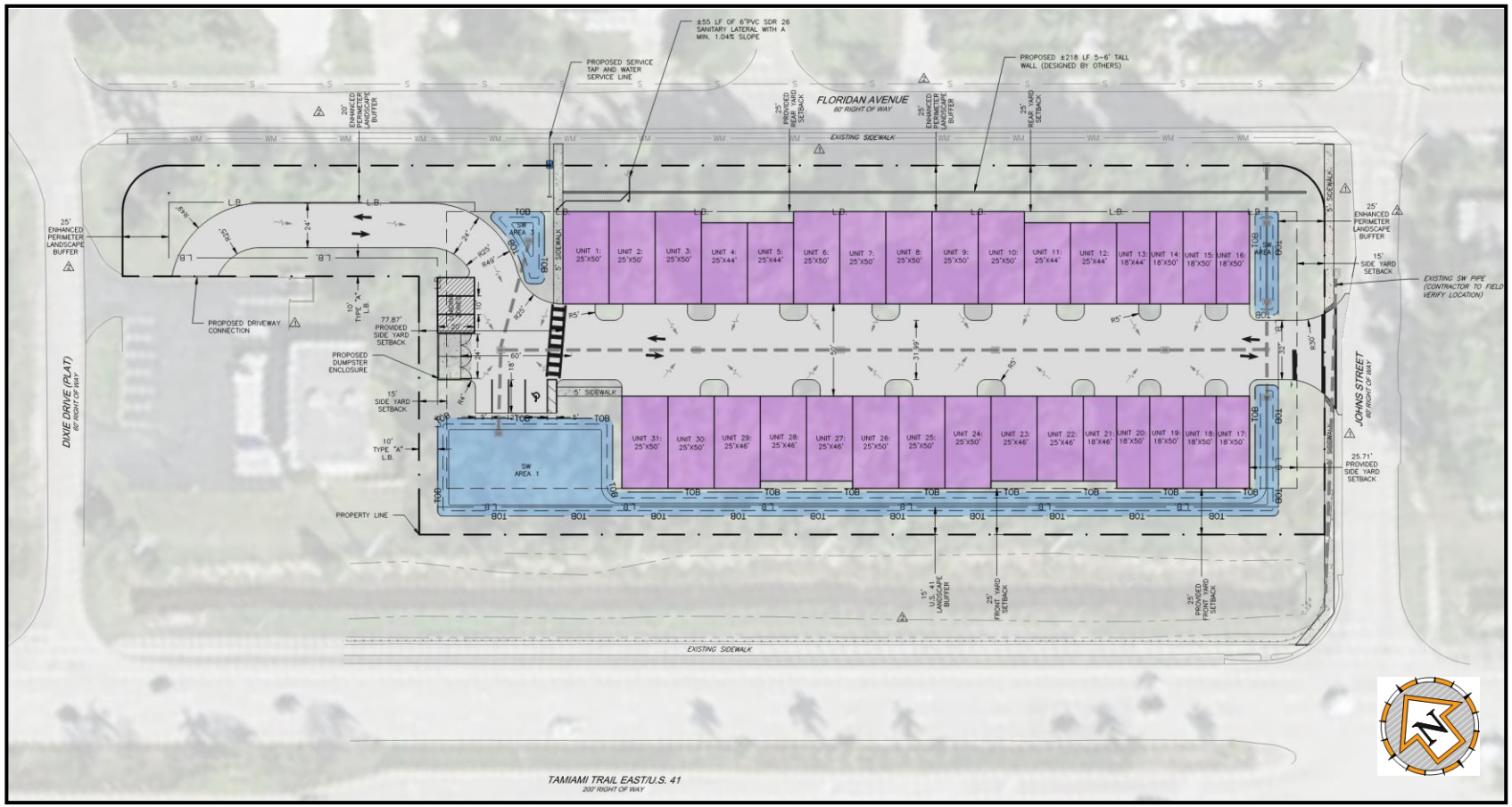
- A landscape buffer shall be provided along the entire frontage of Floridian Avenue in accordance with Section 2.4.7.4, Alternative B, of the Land Development Code (Ordinance 91-102).
- Principal Structures shall be limited to three stories in height.
- The subject property (all lots combined) shall only be served with one single access onto U.S. 41 East.
- Access onto Floridian Avenue is prohibited.

The conceptual site plan provided by the agent applied these conditions as follows: a Type B landscape buffer has been provided on the site plan along the frontage of Floridian Avenue; the overall height of the structure is limited to 26 feet 8 inches, roughly a height of only one story maximum; the subject property will be served by two access points, one from Johns Street and one as an interconnect from Dixie Drive, there is no need for access from U.S. 41 East, and there is no access onto Floridian Avenue. The original Ordinance No. 92-043 stated, "The subject property (all lots combined) shall only be served with one single access onto U.S. 41 East." However, the Zoning Director provided an interpretation based on the Transportation Review's analysis (See Attachment D) and determined that "U.S. 41 in this location is a Class 3 Arterial-Divided roadway; therefore, from a health safety standpoint, it's much safer to allow access on Johns Street combined with the interconnection to the parcel to the northwest." Therefore, all conditions are satisfied with the proposed conceptual site plan.

Following this, the current minimum standards from the current LDC also apply. The C-4 zoning district allows a maximum of 75 feet in overall height, and the planned structure will be less than that to be built to a maximum of 26 feet 8 inches in height. The structure requires a minimum building separation for structurally unified buildings to equal half the sum of the building heights. For this instance, the sum of the two building heights equals 50 feet. Therefore, the minimum building separation equals 25 feet, and the agent is providing more than the minimum as the proposed building separation will be 50 feet. As the site is further developed, the minimum development standards will be met especially for parking requirements, water quality, flood elevation, and preserve requirements. According to Collier County's Environmental regulations, for commercial developments less than 5 acres, the developments are required to provide a minimum 10% of the total site area as a preserve. The amount of open space proposed for the site is ±0.84 acres, which is 34% of the total site area, well above the minimum required.

The agent sees a need for the subject property, a vacant commercial property within the C-4 zoning district. They plan to fill this need by providing a car condo auto storage for the property owner to provide a minimum commercial impact to the adjacent commercial and residential properties. The proposed facility will be aesthetically sufficient for the compatibility of the adjacent properties and will provide a safe and secure commercial use for the subject property while satisfying a commercial need. The agent is providing more than required for the minimum site design standards in that it will be nearly 50 feet less than the maximum allowable height for the zoning district; it will provide twice as much building separation for the proposed facility as required; and it will provide more than triple the minimum required preserve/open space for the subject property. This, coupled with the fact that the agent will abide by the conditions required from Ordinance No. 92-043, provides evidence that this will be a commercial benefit in the zoning district.

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)



Conceptual Site Plan aerial for Harklau Storage. Source: Davidson Engineering

SURROUNDING LAND USE AND ZONING:

This section of the staff report identifies the land uses and zoning classifications for properties surrounding the boundaries of the subject property, which is vacant commercial and zoned General Commercial (C-4):

North: Convenience Store and Dixie Drive/Confederate Drive, with a zoning designation of General Commercial (C-4) Zoning District

East: Floridian Avenue and developed single-family residential, with a zoning designation of Residential Single Family (RSF-4)

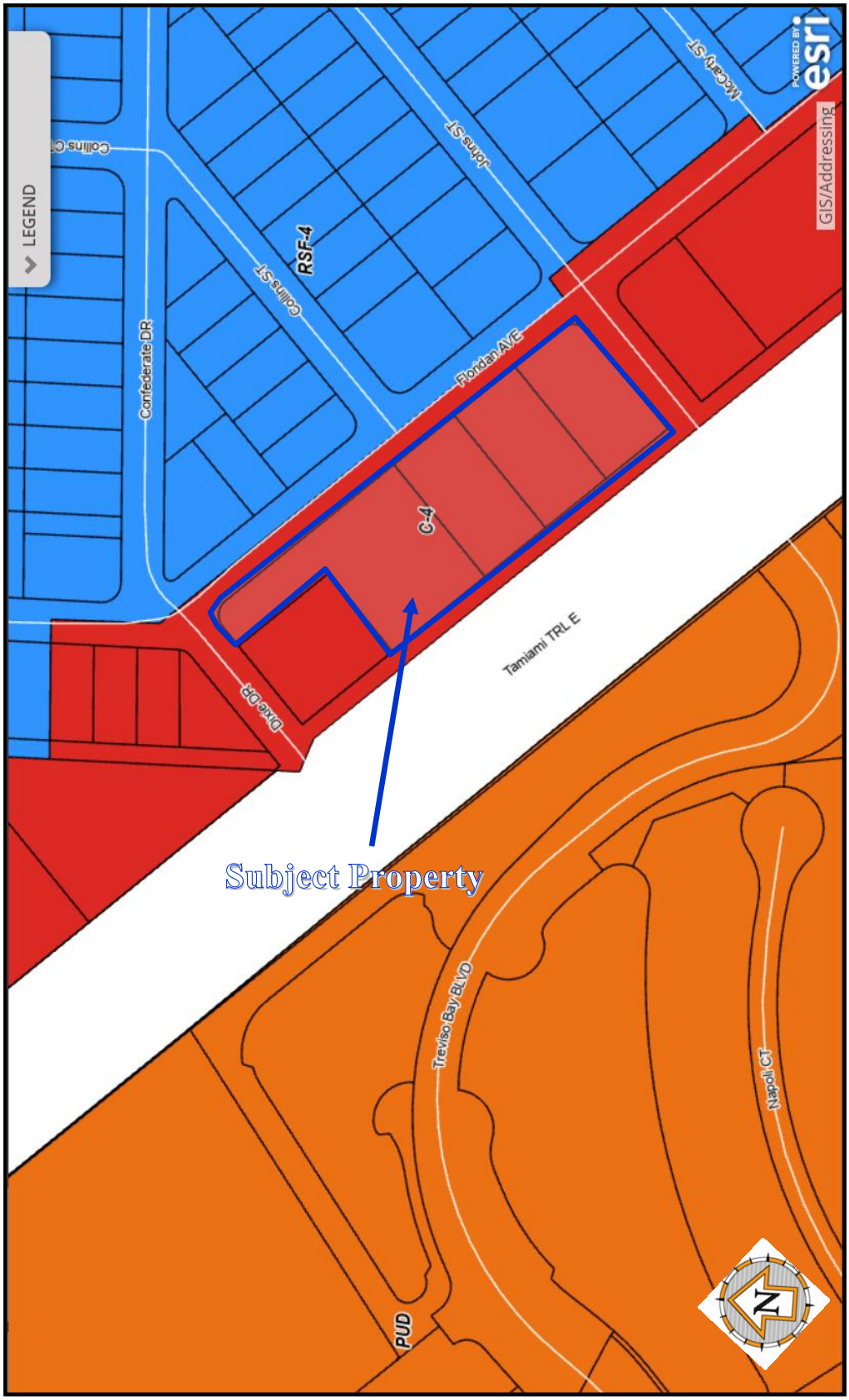
South: Johns Street and Commercial Uses, with a zoning designation of General Commercial (C-4) Zoning District

West: Tamiami Trail East/US-41 and developed residential known as the Wentworth Estates, with a zoning designation of Planned Unit Development (PUD).



Subject Property Aerial, Source: Collier County Property Appraiser

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)



Base Zoning Map; Source: Collier County GIS/Addressing

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

GROWTH MANAGEMENT PLAN (GMP) CONSISTENCY & STAFF ANALYSIS:

Comprehensive Planning & Future Land Use Element (FLUE): The subject property is located along Tamiami Trail E on the edge of the Naples Manor Neighborhood, which is part of the Urban Residential Subdistrict of the Urban Mixed-use District as identified on the countywide Future Land Use Map (FLUM) of the Growth Management Plan (GMP). Within the Urban Residential Subdistrict, and in accordance with the Density Rating System of the FLUE, a base density of four (4) dwelling units per acre (DU/A) is allowed. The subject property is currently zoned C-4 and is deemed to be "Consistent by Policy." This means the zoning on the property for which an exemption has been granted based on vested rights, dedication, or compatibility determination and the zoning on the property for which a compatibility exception has been granted, both as provided for in the Zoning Re-evaluation Program established pursuant to former Policy 3.1K and implemented through the Zoning Reevaluation Ordinance No. 90-23, and as identified on the Future Land Use Map series as Properties Consistent by Policy, shall be considered consistent with the Future Land Use Element. Such property shall be regarded as consistent with the Future Land Use Element only to the extent of the exemption or exception granted and in accordance with all other limitations and timelines in the Zoning Re-evaluation Program. Since the commercial zoning is legally in place, the application for a conditional use on the property is consistent with the Future Land Use Element.

Zoning Review: The proposed use for a car condo, SIC 4225, is permitted as a conditional use according to LDC Section 2.03.03.D.1.c.24 "motor freight transportation and warehousing, air-conditioned and mini-and-self storage warehousing only," in the C-4 Zoning District. The original conceptual site plan did not comply with the standards written into the governing document, Ordinance 92-043, such as no access onto Floridian Avenue, the Type B landscape buffer shall be provided along the entire frontage of Floridian Avenue, and all lots combined shall be served by a single access point onto U.S. 41 East. This was communicated by staff to the agent during the review comment phases. The agent adjusted the site plan to meet these standards.

Also, the US 41 East Corridor Zoning Overlay (EZO) standards were offered to the agent as a recommendation, but since it has not yet been adopted, it was only offered as a recommendation. The recommendation was to provide for 30% of the building footprint to allow alternative uses, for an enhanced landscape buffer on the entire subject property, and to provide an interconnection with adjacent commercial. The agent provided responses offering reasons why the subject property can provide for some but not all standards, such as interconnection and minimum landscape buffers. The final concept site plan showed the facility meeting height requirements, setbacks, and other LDC minimum requirements, such as landscape buffers, parking calculations, water quality, and flood elevation. The agent went above the minimum requirements on the concept site plan, such as doubling the minimum building separation, providing more than triple the amount of the minimum open space area required for the subject property, and including enhanced landscape buffers along Dixie Drive/Confederate Drive, Floridian Avenue, and Johns Street.

The agent conducted the Neighborhood Information Meeting (NIM) without opposition; however, the public attendees were concerned with how the site would be operated and designed. The agent provided a thorough explanation, and there was no opposition to the proposed petition

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

at the conclusion of the NIM. Therefore, with all aforementioned factors considered, Zoning Staff recommends **approval** for the conditional use petition with a total of 5 conditions.

Transportation Element: The project is consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan, which states,

> *"The County Commission shall review all rezone petitions, SRA designation applications, conditional use petitions, and proposed amendments to the Future Land Use Element (FLUE) affecting the overall countywide density or intensity of permissible development, with consideration of their impact on the overall County transportation system, and shall not approve any petition or application that would directly access a deficient roadway segment as identified in the current AUIR or if it impacts an adjacent roadway segment that is deficient as identified in the current AUIR, or which significantly impacts a roadway segment or adjacent roadway segment that is currently operating and/or is projected to operate below an adopted Level of Service Standard within the five-year AUIR planning period unless specific mitigating stipulations are also approved. A petition or application has significant impacts if the traffic impact statement reveals that any of the following occurs:*
>
> *a. For links (roadway segments) directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume;*
>
> *b. For links adjacent to links directly accessed by the project where project traffic is equal to or exceeds 2% of the adopted LOS standard service volume; and*
>
> *c. For all other links the project traffic is considered to be significant up to the point where it is equal to or exceeds 3% of the adopted LOS standard service volume.*
>
> *Mitigating stipulations shall be based upon a mitigation plan prepared by the applicant and submitted as part of the traffic impact statement that addresses the project's significant impacts on all roadways."*

According to the Transportation Impact Statement (TIS) dated March 2, 2023 (revised), provided with this petition, the proposed Harklau Storage Conditional Use will generate a projected total of +/- 31 PM peak hour two-way trips on the following roadway segments with the listed capacities according to the 2022 and 2023 AUIR:

Roadway/ Link	Link	Current Peak Hour Peak Direction Service Volume/Peak Direction	2022 AUIR LOS	2022 AUIR Remaining Capacity	Projected P.M. Peak Hour/Peck Direction Project Trips (1)	2023 AUIR LOS	2023 AUIR Remaining Capacity
US-41 Tamiami Trail East/93.0	Rattlesnake Hammock Rd to Site	3,000/East	D (2)	280	10/EB	D (2)	307
US-41 Tamiami Trail East/93.0	Site to Triangle Blvd	3,000/East	D (2)	280	10/EB	D (2)	307

- (1) Source for P.M. Peak Hour/Peak Direction Project Traffic is from the petitioner's March 2, 2023, Traffic Impact Statement.
- (2) Expected Deficiency due to Trip Bank not caused by this proposed development (see State Statute 169.3180). The expected deficiency is found in the current 2023 AUIR and the previous 2022 AUIR.

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

Provisions of Florida Statute 163.3180:

- Must allow an applicant to enter into a binding agreement to pay or construct their proportionate fair share.
- Facilities determined to be deficient with existing, committed, and vested trips plus projected background traffic from any source other than the development shall be removed from the proportionate share calculation.
- The improvement necessary to correct this type of deficiency is the funding responsibility of the maintaining entity.
- Applicant must receive a credit for the anticipated road impact fees.

The expected and existing deficiencies are not caused by this proposed development.

Based on the 2022 and 2023 AUIR and the provision of State Statute 169.3180, the adjacent roadway network has sufficient capacity to accommodate the proposed new trips for this development within the 5-year planning period. Therefore, the subject Conditional Use can be found consistent with Policy 5.1 of the Transportation Element of the Growth Management Plan.

Transportation Review: The Transportation Planning staff has reviewed the petition for compliance with the GMP and the LDC and recommends approval of this development.

FINDINGS OF FACT:

The timing or sequence of development for the purpose of assuring the adequacy of available improvements and facilities, both public and private.

The roadway infrastructure has adequate capacity to serve the proposed development at this time, i.e., GMP consistent at the time of a conditional use as evaluated as part of the GMP Transportation Element consistency review. The project's development must also comply with all other applicable concurrency management regulations and operational improvements when development approvals are sought at the time of the Site Development Plan (SDP) review.

Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

Ingress and egress to the subject property will utilize primary access on Johns Street and an interconnection to the parcel to the west with access onto Dixie Drive, as shown on the master plan. Additional operational impacts for the facility will be reviewed at the time of the Plat or Site Development Plan (SDP). The TIS submitted by the applicant indicates that the adjacent roadway network has sufficient capacity to accommodate this project within the 5-year planning period, as noted above, and will not adversely impact the surrounding roadway network further.

Landscape Review: Perimeter landscape buffers proposed are consistent with the LDC.

Conservation & Coastal Management Element (CCME): Environmental review staff has found this project to be consistent with the Conservation & Coastal Management Element

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

(CCME). The project site consists of 2.47 acres of native vegetation. A minimum of .247 acres (10%) of native vegetation is required to be preserved.

Environmental Review: Environmental Planning staff has reviewed the petition to address environmental concerns. The required preserve is .247 acres (10% of 2.47 acres). The preservation requirement will be addressed off-site in accordance with LDC Section 3.05.07.H.1.f. No listed animal species were observed on the property; however, Florida Fish and Wildlife Conservation Commission (FWC) wildlife data indicates the presence of Black Bear (Ursus americanus floridanus) in the area. A black bear management plan will need to be included at PPL or SDP review. This project does not require Environmental Advisory Council (EAC) review, as it did not meet the EAC's scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances. Environmental Services staff recommend approval of the proposed petition.

CONDITIONAL USE CRITERIA:

Before any Conditional Use recommendation can be offered to the Hearing Examiner (HEX), it must make findings that:

1) approval of the Conditional Use will not adversely affect the public interest and will not adversely affect other properties of uses in the same district of the neighborhood.
2) all specific requirements for the individual Conditional Use will be met; and
3) satisfactory provisions have been made concerning the following matters, where applicable

1. **Describe how the project is consistent with the Collier County Land Development Code and Growth Management Plan. Include information on how the request is consistent with the applicable section or portions of the Future Land Use Element.**

   The General Commercial (C-4) Zoning District allows for a self-storage facility (motor freight and warehousing SIC 4225, air-conditioned and mini-and-self storage warehousing only) as a Conditional Use per section 2.03.03.D.1.c.24 of the Collier County Land Development Code. The application and proposed Conceptual Site Plan identify all the required elements for a conditional use, as required by the LDC and, thereby, the Future Land Use Element. Per the zoning verification letter ZLTR-PL20210003134 dated January 5, 2022, the use of an indoor car storage facility is classified as SIC 4225, which is the use this conditional use application seeks for approval.

   Zoning Staff Comment: The proposed use is a permitted use based on the SIC code 4225, as a conditional use per the Land Development Code. The application is consistent with the request for a conditional use and satisfies the Future Land Use Element Policies 5.4, 7.1, 7.2, 7.3, and 7.4.

2. **Describe the existing or planned means of ingress and egress to the property and proposed structure thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.**

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

The primary ingress and egress to the site will be via gated access along Johns Street. No turn lane will be provided. Sidewalks will be provided as seen on the Conceptual Site Plan and connected to the existing network.

Zoning Staff Comment: The proposed primary access off Johns Street is consistent with Ordinance 92-043. Likewise, fire access was originally proposed onto Floridian Avenue. However, that was removed since any access is not permitted according to Ordinance No. 92-043.

3. Describe the effect the conditional use will have on neighboring properties in relation to noise, glare, economic impact, and odor.

The proposed use of car condos will have minimal impact on neighboring properties in relation to noise, glare, economic, and odor effects. There are no noxious odors, glares, or sounds associated with self-storage uses, and the building's size will be screened by appropriate landscape buffering. Please see the included architectural renderings and site plan. A 25-foot enhanced landscape buffer is provided along the entire frontage of Floridian Avenue in accordance with Section 4.06.02.C.2 (Alternative B) of the Land Development Code. This will mitigate some of the impact on residential neighbors located to the northeast of the subject site. A 25-foot enhanced landscape buffer is provided along Johns Street, and a 15-foot Type B buffer is provided along Tamiami Trail. A 25-foot enhanced landscape buffer is provided along the portion of Dixie Drive/Confederate Drive, and a 10-foot Type A landscape buffer is provided to buffer against the adjacent commercial use to the northwest.

Zoning Staff Comment: During the review, staff recommended providing some mitigating factors suggested in the proposed East Naples Zoning Overlay (EZO). The EZO has not yet been approved, and staff is constrained to only offer recommendations. The agent complied with the interconnection request and the code minimum landscape buffers along US-41 and enhanced landscape buffers within the remaining three yards. The original landscape buffer was the minimum to offer, and the agent deemed this necessary in order to be feasible with the desired building footprint within the site constraints. Staff understood the site constraints and preferred enhanced landscape buffering to mitigate any other negative impacts on the adjacent properties. The agent complied and provided enhanced landscape buffers along Dixie Drive/Confederate Drive, Floridian Avenue, and Johns Street; these roads bisect the subject property from adjacent commercial and residential properties.

4. Describe the compatibility of the site and the proposed use with adjacent properties and other properties in the district.

The parcel is adjacent to a commercial-use property and roadways; no connecting residential uses exist. To the north of the site is a convenience store and Dixie Drive. To the East is Floridian Avenue, separating the site from single-family homes. To the south is Johns Street, separating the site from a commercial use. Lastly, to the west is Tamiami Trail E, separating the site from the landscape buffer of a residential development. The development will be limited to a height of 26'8", making it vertically compatible with the surrounding area, and it

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

will not be a noxious use. In HEX Decision 2017-04, a similar SIC 4225 conditional use was approved at 11201 Tamiami Trail E, showing that this use is deemed to be compatible with the general surrounding neighborhood. This development was approved at three stories of self-storage, which is a more intense and less commercially activating development than the car condo proposed in this application.

Zoning Staff Comment: Staff agrees with the assessment in comparison to the HEX Decision 2017-04 since it exists in the same zoning district. The proposed use of a car condo facility may be compatible since the agent provides minimum landscape buffering code and includes the interconnection as part of their site plan proposal. The subject property area constraints don't necessarily allow the agent to include 30% of the building footprint for alternative uses in addition to what they're providing since it may impose an unnecessary, incompatible use for the subject property. The adjacent residential properties may benefit from more vegetative screening, but the agent is providing the code minimum standards along US-41 and enhanced landscape buffers along the remaining three yards.

5. Please provide any additional information which you may feel is relevant to this request.

This Conditional Use can be integrated into the existing built environment using landscape buffering, and no primary access to this site is provided on Floridian Avenue. The building will be subject to Collier County architectural standards, and the proposed facility will be limited to 22 feet in height.

Addressing the East Naples Community Development Plan, a self-storage facility is identified as an undesirable use within the plan. This plan does state that warehouse space can be encouraged to be redeveloped as mixed-use. This development is proposing a car condo, which allows for more than just storage and warehouse space. Patrons may use these units as a recreational space to display their automobiles and host small gatherings. Per this plan, the US 41 at Naples Manor study area aims to add 254,000 square feet of commercial space to the area. This conditional use would allow for currently vacant land to be developed into an activated commercial use which will have gated access to not encourage through traffic into the neighborhoods surrounding it nor create any noxious impacts that other C-4 uses may produce. Such permitted uses include carwashes, drycleaning plants, equipment rental, and hospitals, which all produce elevated noise, odor, or chemical exposure.

The site will be developed in a sensitive and attractive manner, providing enhanced landscaping where facing residential development and an architecturally compliant structure that is one story tall. A large, imposing box self-storage facility is not being proposed; this development is private car condo garages that allow for a personal recreational space outside of the home.

The surrounding neighborhood will benefit from this development by providing indoor, private garage space for residents to utilize. Further, there is no accepted amendment to the Land Development Code that prohibits SIC 4225 from being approved as a Conditional Use in C-4 zoning. Similar uses have been approved through the Conditional Use process in the general area, such as HEX decision 2017-04. The East Naples Community Development Plan

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

encourages the development of commercial uses, and this conditional use ultimately proposes the development and activation of four vacant parcels of land along Tamiami Trail E.

Zoning Staff Comment: Staff agrees developing commercial on a commercially zoned vacant property is a net positive for the zoning district at large. The proposed conditional use is less intense in comparison to other large warehousing or potential commercial uses. The agent is providing code minimum landscaping to maximize its building footprint on a constrained subject property. The car condo, as it is proposed, will be gated and, therefore, is not open to the public. This is not necessarily a net positive to the adjacent residential since it is exclusive from public use to the adjacent community. However, the proposed conceptual site design will provide a less intense commercial aesthetic, and the agent will provide details that provide more than the code minimum, such as in height, building separation, and amount of open space and preserve, that this may be more compatible with the adjacent commercial properties.

Based on the above findings, this conditional use is recommended for approval.

ENVIRONMENTAL ADVISORY COUNCIL (EAC) RECOMMENDATION:

This project does not require Environmental Advisory Council (EAC) review, as this project did not meet the EAC scope of land development project reviews as identified in Section 2-1193 of the Collier County Codes of Laws and Ordinances.

NEIGHBORHOOD INFORMATION MEETING (NIM):

The NIM was held on Thursday, September 7, 2023, at 3500 Thomasson Drive, Meeting Room A, Naples, FL 34112, known as the East Naples Community Park, at 6:00 pm. The summary of the NIM is attached to the staff report within the Backup Package (Attachment A). Aside from what was already proposed, there were a few commitments/acknowledgments made by the agent. In total, there were 13 people in attendance. The primary concerns/comments to the agent were:

1. Request for there to be provided upscale landscaping consistent with the landscaping of Treviso Bay
2. Request greatest setbacks to be provided from US41.
3. Suggestion for there to be 24/7 security measures in place on the property, including a security guard, gated entry, and cameras.
4. Encourage that there be no activities on site beyond the car condo use, i.e., no owners living in units.
5. Concerns about stadium-style lighting.
6. Concerns about the number of cars that could be stored in each unit and suggested that “quiet hours” be written into the condo documents governing the units.
7. Concerns about restricting vehicle lifts and the number of vehicles per unit, the number of guest parking spaces provided, and signage. The community does not want a “gaudy sign” to face Treviso Bay.
8. Request that no combustibles be stored in the units.

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

From these concerns, questions, and comments expressed by the attending public, the agent responded with a few confirmations:

1. Landscaping would be consistent with the LDC.
2. The setback would be the minimum required per LDC and associated overlays.
3. Acknowledgement of the request for security measures/security guard. However, no commitment was made, and it was noted that code enforcement or law enforcement could be contacted if any issues arose.
4. Number of cars stored is up to owner's discretion.
5. Vehicle lifts are not currently banned; unit owners can install such equipment at their own discretion.
6. Parking is provided per LDC standards.
7. Any signage will also meet LDC standards. No sign variance is currently proposed.
8. Units will most likely need to be sprinkled to protect against combustibles.

US 41 EAST CORRIDOR ZONING OVERLAY (EZO) CONSISTENCY REVIEW:

Based on the East Naples Development Plan Community, the proposed use is considered a "less desirable storage." However, since the US 41 East Corridor Zoning Overlay (EZO) has not been adopted, staff can only offer conditions included in the EZO as a recommendation because they can't be enforced. Should the Hearing Examiner (HEX) recommend approval, staff offered mitigating factors considering the establishment of an Overlay District for this segment of US 41 to implement the East Naples Community Development Plan. The draft overlay is recommending separation distances and additional design standards for certain uses along the US 41 corridor. Staff recommended including these additional design techniques for the proposed car storage building, such as:

- Include at least 30% of the gross floor area of the building for alternate uses such as service industries, multifamily dwellings, retail or shopping, restaurant, hotel, or entertainment.
- Interconnect with the existing adjacent structure as an additional intervening building on the site to accommodate alternative uses between the US 41 street frontage and the self-storage facility.
- Enhance the property's perimeter with a minimum 25-foot-wide landscape buffer, including a 2–3-foot undulating berm with double staggered hedge row and canopy trees (minimum 5 per 100 feet). Palms are not to be considered equivalent to, or substitute for, canopy trees.

The agent responded to each technique as to whether or not it was feasible to include the subject property. The agent responded as such:

We acknowledge the consideration of this plan; however, the suggested design alternatives do not fit the site:

1. Include at least 30% of the gross floor area of the building as an alternate use, such as service industries, multifamily dwellings, retail or shopping, restaurant, hotel, or entertainment.

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

A: A mixed-use development would not be compatible with the proposed car condo facility as it is intended to be a quiet, private use for patrons to utilize without any through traffic. Including a service industry use would encourage heavier traffic on the site and create higher parking demand that cannot be accommodated with the desired building footprint.

2. Interconnect with the existing adjacent structure as an additional intervening building on the site to accommodate alternative uses between the US 41 street frontage and the self-storage facility

A: Interconnection with the adjacent business has been provided.

3. Enhance the perimeter of the property with a minimum 25-foot-wide landscape buffer including a 2–3-foot undulating berm with double staggered hedge row and canopy trees (Minimum 5 per 100 feet).

A: Such an enhanced buffer is not feasible with the desired building footprint due to the site constraints. Code-compliant landscape buffering is provided on the conceptual site plan.

Since the review period and when the agent responded, the agent complied with the interconnection and the code minimum landscape buffer along US-41. The agent has also provided enhanced buffers, 25 feet along the northwest property line adjacent to Dixie Drive/Confederate Drive and, the southeast property line adjacent to Johns Street, and 25 feet along the northeast property line adjacent to Floridian Avenue. Regarding the 30% of the building to be provided for other mixed uses, the agent prefers not to include other uses on site for a car condo due to the demand for space to store cars with limited height restriction and building footprint area in the C-4 district as well as the subject property lot constraints; there is nothing in code to require mixed-use development. Due to staff being unable to enforce the EZO standards, the fact the agent partially applied recommended standards is sufficient to carry this petition forward.

CONCURRENT LAND USE APPLICATIONS:

There are no concurrent land use applications under review at present.

RECOMMENDATION:

Staff recommends that the Collier County Hearing Examiner (HEX) make a determination of **APPROVAL,** subject to the following conditions:

1) The maximum total daily trip generation for the CU shall not exceed 31 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.
2) Hours of access shall be 24 hours a day, seven days a week, with no overnight stays or overnight parking outside units permitted
3) No direct access onto Floridian Avenue shall be provided.

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

4) No outdoor noise amplification shall be permitted.
5) Enhanced Landscape Buffers indicated on the conceptual site plan shall contain, at a minimum, the landscaping required for a Type B Buffer per the Collier County Land Development Code and enhance this inclusion of a minimum of five canopy trees (palm trees may not substitute for canopy trees) a minimum of 10 feet in height per 100 linear feet, and a double staggered hedge row maintained to form a 36-inch high continuous visual screen within one year of planting per the US 41 EZO Proposed Standards.

ATTACHMENTS:

A. Backup Package
B. Conceptual Site Plan Copy
C. Legal Ad & HEX Sign Posting
D. Ordinance No. 92-043 Access Points Interpretation

Attachment: Staff Report - CU-PL20220003454 - Harklau Storage (27852 : PL20220003454 Harklau Storage CU)

HEARING PACKAGE CHECKLIST Return this form with printed materials

A. Backup provided by the County Planner

The Planner is responsible for all required data included in the printed packets of information for the Hearing Examiner (Hex) or the Collier County Planning Commission (CCPC). DO NOT ACCEPT DUPLICATES OF ANY DOCUMENTS. MAKE SURE ONLY THE LATEST, ACCEPTED/APPROVED COPY OF THE BELOW DOCUMENTATION. PLEASE CONFIRM THE DOCUMENTS ARE IN THE ORDER DESCRIBED IN "BACKUP PROVIDED BY APPLICANT."

Planner responsible for providing the County Attorney-drafted Ordinance for PUDs and placing in backup materials. AGENTS DO NOT INCLUDE THE PUD DOCUMENT – STAFF PROVIDES THIS TO THE COUNTY ATTORNEY WHEN THE ORDINANCE IS DRAFTED FOR A PUD. THE FINAL PUD ORDINANCE/RESOLUTION IS THE FIRST ITEM AFTER THE STAFF REPORT. [FOR HEX, THE REQUESTED LANGUAGE/ PROPOSED PLAN IS THE FIRST ITEM AFTER THE STAFF REPORT]

B. Backup provided by Applicant:

PLEASE PROVIDE THE DOCUMENTS IN THE ORDER DESCRIBED BELOW. DO NOT PROVIDE DUPLICATES OF ANY DOCUMENTS. PROVIDE ONLY THE LATEST, ACCEPTED/APPROVED COPY OF THE BELOW DOCUMENTATION. IF THE BACKUP PROVIDED BY APPLICANT IS IN DISARRAY-MEANING IT IS NOT IN THE PROPER ORDER AND/OR THE APPLICANT PROVIDES MULTIPLE DUPLICATES-THE APPLICANT COULD LOSE ITS HEARING DATE.

X___ Application, to include but not limited to the following:

- X__ Narrative of request
- X__ Property Information
- X__ Property Ownership Disclosure Form
- X__ Any other documents required by the specific petition type; such as a variance, a boat dock extension; PUD amendment, rezone request, etc.

N/A Disclosure of Property Ownership Interest (if there is additional documentation aside from disclosure form)

N/A Affidavit of Unified Control

X___ Affidavit of Representation

X___ Drawings (may include Cross-Section (for BDEs generally), proposed Boat Dock(s) with Water depth, location maps etc.)

X___ NIM Information (Sign in sheet, notes, minutes and transcript/or summary)

- ✓ Include 3 thumbnail drives of video and/or audio

X___ Traffic Impact Study (TIS)

X___ Environmental Data

N/A Historical/Archeological Survey or Waiver

X___ Utility Letter

N/A Deviation Justifications

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

X___ Boundary Survey

N/A Other documents, as needed, on a case-by-case basis such as relevant prior Ordinances, Conditional Uses, historical documents, any "private or legal" agreements affecting the PUD etc.

N/A Submerged Resource Surveys may be included here if required.

X___ **CD with *only one* pdf file for all documents in the same order as the packets are put together. They must be in the same order.**

I understand that by submitting the above materials, it is the agent's/applicant's responsibility to ensure all materials are in the same order for all copies of backup materials to provide to the Hex/CCPC and the CD must contain the documents in one pdf file (not multiple files) in the same order as the printed materials. It is the agent's responsibility to ensure no documentation is left out.

Jessica Kluttz
_____
Signature of Agent Representative

01/29/2023
_____
Date

Jessica Kluttz
_____
Printed Name of Signing Agent Representative

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

APPLICATION FOR PUBLIC HEARING FOR: CONDITIONAL USE

LDC Section 10.08.00 & Code of Laws section 2-83 – 2-90
Chapter 3 C.1 of the Administrative Code

PETITION NO (PL)
PROJECT NAME
DATE PROCESSED

To be completed by staff

☒ **A CONDITIONAL USE TO BE HEARD BY THE PLANNING COMMISSION AND BOARD OF ZONING APPEALS**
☐ **A MINOR CONDITIONAL USE TO BE HEARD BY THE OFFICE OF THE HEARING EXAMINER**

APPLICANT CONTACT INFORMATION

Name of Property Owner(s): HARKLAU LEASING LLC

Name of Applicant if different than owner: Bret Harklau

Address: 930 Hyacinth Ct **City:** Marco Island **State:** FL **ZIP:** 34145

Telephone: _____ **Cell:** _____ **Fax:** _____

E-Mail Address: _____

Name of Agent(s): Jessica Kluttz

Firm: Davidson Engineering

Address: 4365 Radio Rd, Suite 201 **City:** Naples **State:** FL **ZIP:** 34104

Telephone: 239.434.6060 **Cell:** _____ **Fax:** _____

E-Mail Address: Jessicak@davidsonengineering.com

BE AWARE THAT COLLIER COUNTY HAS LOBBYIST REGULATIONS. GUIDE YOURSELF ACCORDINGLY AND ENSURE THAT YOU ARE IN COMPLIANCE WITH THESE REGULATIONS.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

ASSOCIATIONS

Required: List all registered Home Owner Association(s) that could be affected by this petition. Provide additional sheets if necessary. Information can be found on the Board of County Commissioner's website at http://www.colliergov.net/Index.aspx?page=774.

Name of Homeowner Association: Charlee Estates Homeowners Association
Mailing Address: 11145 Tamiami Trail E **City:** Naples **State:** FL **ZIP:** 34113

Name of Homeowner Association: Naples Manor Association
Mailing Address: 5477 Carlton Street **City:** Naples **State:** FL **ZIP:** 34113

Name of Homeowner Association: Tanglewood Property Owners Association
Mailing Address: 108 Quail Hollow Court **City:** Naples **State:** FL **ZIP:** 34113

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Name of Homeowner Association: _____
Mailing Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

PROPERTY INFORMATION

On separate page, provide a detailed legal description of the property covered by the application:

- If the request involves changes to more than one zoning district, the applicant shall include separate legal description for property involved in each district;
- The applicant shall submit 4 copies of a recent survey (completed within the last six months, maximum 1" to 400' scale), if required to do so at the pre-application meeting; and
- The applicant is responsible for supplying the correct legal description. If questions arise concerning the legal description, an engineer's certification or sealed survey may be required.

See attached pages for below.

Property I.D. Number: _____ **Plat Book:** _____ **Page #:** _____
Section/Township/Range: 29 / 50 / 26
Subdivision: 507100 - NAPLES MANOR UNIT 1 **Lot:** _____ **Block:** 1
Metes & Bounds Description: _____
Size of Property: _____ft. X _____ ft. = _____ **Total Sq. Ft. Acres:** _____
Address/ General Location of Subject Property:
Four parcels at the NE corner of Tamiami Trail E and Johns ST.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

ADJACENT ZONING AND LAND USE

	Zoning	Land Use
N	C-4	Convenience Store
S	C-4	Commercial Use across Johns St. ROW
E	RSF-4	Single Family Homes across Floridian Ave ROW
W	Tamiami Trail E; PUD	ROW; Wentworth Estates PUD

If the owner of the subject property owns contiguous property please provide a detailed legal description of the entire contiguous property: (If space is inadequate, attach on a separate page)

Section/Township/Range: _____/_____/_____

Lot: _____ Block: _____ Subdivision: _____

Plat Book: _____ Page #: _____ Property I.D. Number: _____

Metes & Bounds Description: _____

CONDITIONAL USE REQUEST DETAIL

Type of Conditional Use:
This application is requesting a conditional use as allowed, pursuant to LDC section 2.03.00, of the C-4 **zoning district** for Self Storage **(type of use)**.

Present Use of the Property: Vacant Commercial

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

EVALUATION CRITERIA

Pursuant to LDC section 10.08.00 and Chapter 3 C.1 of the Administrative Code, staff's recommendation to the reviewing body shall be based upon a finding that the granting of the conditional use will not adversely affect the public interest and that the specific requirements governing the individual conditional use, if any, have been met. Further, satisfactory provision and arrangement have been made concerning the following matters, where applicable.

On a separate page, provide a narrative statement describing a request for a conditional use and a detailed response to the criteria listed below. Specify how and why the request is consistent with each of the criteria.

a. Describe how the project is consistent with the Collier County Land Development Code and Growth Management Plan. Include information on how the request is consistent with the applicable section or portions of the Future Land Use Element.
b. Describe the existing or planned means of ingress and egress to the property and proposed structure thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
c. Describe the effect the conditional use will have on neighboring properties in relation to noise, glare, economic impact, and odor.
d. Describe the site's and the proposed use's compatibility with adjacent properties and other properties in the district.
e. Please provide any additional information which you may feel is relevant to this request.

Deed Restrictions: The County is legally precluded from enforcing deed restrictions; however, many communities have adopted such restrictions. You may wish to contact the civic or property owners association in the area for which this use is being requested in order to ascertain whether or not the request is affected by existing deed restrictions.

Previous land use petitions on the subject property: To your knowledge, has a public hearing been held on this property within the last year? If so, what was the nature of that hearing?

N/A

Official Interpretations or Zoning Verifications: To your knowledge, has there been an official interpretation or zoning verification rendered on this property within the last year?

☒ No ☐ Yes (If yes please provide copies.)

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

STATEMENT OF UTILITY PROVISIONS FOR CONDITIONAL USE REQUEST

APPLICANT INFORMATION

Name of Applicant(s): Brett Harklau

Address: 930 Hyacinth Ct **City:** Marco Island **State:** FL **ZIP:** 34145

Telephone: _____ **Cell:** _____ **Fax:** _____

E-Mail Address: _____

Address of Subject Property (If available): _____

City: Naples **State:** FL **ZIP:** 34113

LEGAL DESCRIPTION

Section/Township/Range: 29 / 50 / 26 See attached pages for below information.

Lot: _____ **Block:** 1 **Subdivision:** 507100 - NAPLES MANOR UNIT 1

Plat Book: _____ **Page #:** _____ **Property I.D. Number:** _____

Metes & Bounds Description: _____

TYPE OF SEWAGE DISPOSAL TO BE PROVIDED

Check applicable system:

a.	County Utility System	[x]	
b.	City Utility System	[ ]	
c.	Franchised Utility System	[ ]	Provide Name: _____
d.	Package Treatment Plant	[ ]	(GPD Capacity): _____
e.	Septic System	[ ]	

TYPE OF WATER SERVICE TO BE PROVIDED

a.	County Utility System	[x]	
b.	City Utility System	[ ]	
c.	Franchised Utility System	[ ]	PROVIDE NAME_____
d.	Private System (Well)	[ ]	

Total Population to be served: _____

Peak and Average Daily Demands:

A. Water-Peak: _____ Average Daily: _____
B. Sewer-Peak: _____ Average Daily: _____

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

If proposing to be connected to Collier County Regional Water System, please provide the date service is expected to be required: May 2024

Narrative statement: Provide a brief and concise narrative statement and schematic drawing of sewage treatment process to be used as well as a specific statement regarding the method of affluent and sludge disposal. If percolation ponds are to be used, then percolation data and soil involved shall be provided from tests prepared and certified by a professional engineer.

The effluent from the development shall be conveyed to the County wastewater treatment system via a on-site gravity sewer collection system. The connection to the County system is provided via an existing lateral and clean out along the Floridian Ave. Right-Of-Way.

County Utility Dedication Statement: If the project is located within the service boundaries of Collier County's utility service system, a notarized statement shall be provided agreeing to dedicate the water distribution and sewage collection facilities within the project area to the Collier County Utilities. This shall occur upon completion of the construction of these facilities in accordance with all applicable County ordinances in effect at that time. This statement shall also include an agreement that the applicable system development charges and connection fees will be paid to the County Utilities Division prior to the issuance of building permits by the County. If applicable, the statement shall contain an agreement to dedicate the appropriate utility easements for serving the water and sewer systems.

Acknowledged. Refer to attached County Utility Dedication Statement letter.

Statement of Availability Capacity from other Providers: *Unless waived or otherwise provided for at the pre-application meeting, if the project is to receive sewer or potable water services from any provider other than the County, a statement from that provider indicating adequate capacity to serve the project shall be provided.*

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

RECORDING OF DEVELOPER COMMITMENTS

Within 30 days of adoption of the Ordinance, the owner or developer at their expense shall record in the Public Records of Collier County a Memorandum of Understanding of Developer Commitments or Notice of Developer Commitments that contains the legal description of the property that is the subject of the land use petition and contains each and every commitment of the owner or developer specified in the Ordinance. The Memorandum or Notice shall be in form acceptable to the County and shall comply with the recording requirements of F.S. §695. A recorded copy of the Memorandum or Notice shall be provided to the assigned Principal Planner, Zoning Services Department, within 15 days of recording of said Memorandum or Notice.

Chapter 8 of the Administrative Code requires that the applicant must remove their public hearing advertising sign(s) after final action is taken by the Board of County Commissioners. Based on the Board's final action on this item, please remove all public hearing advertising sign(s) immediately.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Pre-Application Meeting and Final Submittal Requirement Checklist for:

■ A Conditional Use to be heard by the Planning Commission and Board of Zoning Appeals
☐ A Minor Conditional Use to be heard by the Office of the Hearing Examiner
Chapter 3 C.1. of the Administrative Code

The following Submittal Requirement Checklist is to be utilized during the Pre-Application Meeting, and at time of application submittal. At time of submittal, the checklist is to be completed and submitted with the application packet. Please provide the submittal items in the exact order listed below, with cover sheets attached to each section. **Incomplete submittals will not be accepted.**

Requirements for Review	# Of Copies	Required	Not Required
Completed Application (download current form from County website)	1	☒	☐
Cover letter briefly explaining the project	1	☑	☐
Pre-Application Notes	1	☑	☐
Affidavit of Authorization, signed and notarized	1	☒	☐
Completed Addressing Checklist	1	☒	☐
Property Ownership Disclosure Form	1	☒	☐
Warranty Deed(s)	1	☑	☐
Boundary Survey	1	☑	☐
Conceptual Site Plan 24" X 36" plus (one 8 ½ X 11 copy)	☐	☑	☐
Plans showing proposed location for utilities, if required	☐	☑	☐
Plans for screening and buffering the use with reference as to type, dimensions, and character, if required	☐	☑	☐
Plans showing the proposed landscaping and provisions for trees protected by County regulations, if required	☐	☑	☐
Plans showing the proposed signs and lighting, including type, dimensions, and character, if required	☐	☑	☐
Architectural Rendering of Proposed Structure(s), if applicable	1	☑	☐
Current aerial photographs (available from Property Appraiser) with project boundary and, if vegetated, FLUCFCS Codes with legend included on aerial.	1	☑	☐
Statement of utility provisions (with all required attachments & sketches)	1	☑	☐
Environmental Data Requirements, pursuant to LDC section 3.08.00	1	☑	☐
Environmental Data Requirements collated into a single Environmental Impact Statement (EIS) at time of public hearings. Coordinate with project planner at time of public hearing.	☐	☑	☐
Listed Species Survey; less than 12 months old. Include copies of previous surveys.	1	☑	☐
Traffic Impact Study (TIS) or waiver	1	☑	☐
Historical and Archeological Survey, or waiver	1	☐	☑
Electronic copy of all documents and plans * Please advise: The Office of the Hearing Examiner requires all materials to be submitted electronically in PDF format.	1	☑	☐
* If located in the Bayshore/Gateway Triangle Redevelopment Area, include an additional set of each submittal requirement			

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

ADDITIONAL REQUIREMENTS FOR THE PUBLIC HEARING PROCESS:

- Following the completion of the review process by County review staff, the applicant shall submit all materials electronically to the designated project manager.
- Please contact the project manager to confirm the number of additional copies required.

Planners: Indicate if the petition needs to be routed to the following additional reviewers:

☐	Bayshore/Gateway Triangle Redevelopment: Executive Director	☐	Emergency Management: Dan Summers; and/or EMS: Artie Bay
☐	Conservancy of SWFL: Nichole Johnson	☐	GMD Graphics
☐	City of Naples: Robin Singer, Planning Director	■	Utilities Engineering: Eric Fey
☐	Parks and Recreation: Barry Williams	☐	Immokalee Water/Sewer District:
■	Other: Stormwater	☐	School District (Residential Components): Amy Lockheart

Communication Towers:

☐	Mosquito Control	☐	Collier County Airport Authority
☐	Naples Airport Authority		

Commercial Mining:

☐	Impact Fees

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

FEE REQUIREMENTS

All checks payable to: Board of County Commissioners

- ☐ **Pre-Application Meeting:** $500.00 (to be credited towards the application fee if the application is filed within 9 months of pre-application meeting)
- ☐ **Conditional Use Application Fee:** $4,000.00
  - When filed with Rezone Petition: $1,500.00
  - Additional fee for 5th and subsequent reviews: 20% of original fee
- ☐ **Comprehensive Planning Consistency Review:** $300.00
- ☐ **Environmental Data Requirements-EIS Packet (submittal determined at pre-application meeting):** $2,500.00
- ☐ **Listed or Protected Species survey review fee (when an EIS is not required):** $1,000.00
- ☐ **Transportation Fee, if required:**
  - Methodology Review Fee: $500.00
  - Minor Study Review Fee: $750.00
  - Major Study Review Fee: $1,500.00
- ☐ **Estimated Legal Advertising Fee for the Hearing Examiner or CCPC:** $1,125.00
- ☐ **Estimated Legal Advertising Fee for the BZA, if required:** $500.00

Fire Code Plans Review Fees are collected at the time of application submission and those fees are set forth by the Authority having jurisdiction. The Land Development Code requires Neighborhood Notification mailers for Applications headed to hearing, and this fee is collected prior to hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

All checks payable to: Board of County Commissioners.

The completed application, all required submittal materials, and fees shall be submitted to:

Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

Jessica Kluttz
Agent/Owner Signature

4/11/2023
Date

Jessica Kluttz
Agent/Owner Name (please print)

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Public Participation Requirements

LDC Section 10.03.06 B. or C.
Chapter 8 of the Administrative Code

Notice for Minor Conditional Use Petitions

Neighborhood Information Meeting (NIM) Requirements: Applicant must conduct a NIM at least 15 days prior to the Hearing Examiner's receipt of the staff report and application materials in accordance with the applicable sections of the Administrative Code. The NIM shall be advertised and a mailed written notice shall be given to the property owners in the notification area at least 15 days prior to the NIM meeting.

Mailed Notice: Written notice shall be sent to property owners in the notification area at least 15 days before the advertised Hearing Examiner hearing.

Newspaper Advertisements: The legal advertisement shall be published at least 15 days before the advertised Hearing Examiner hearing in a newspaper of general circulation. The advertisement shall include at a minimum:

- Date, time, and location of the hearing;
- Description of the proposed land uses; and
- 2 in. x 3 in. map of the project location.

Sign: A sign shall be posted at least 15 days before the advertised Hearing Examiner hearing date.

Public Hearing for Minor Conditional Use Petitions

Hearing Examiner: The Hearing Examiner shall hold at least 1 advertised public hearing. See Chapter 9 of the Administrative Code for the Office of the Hearing Examiner procedures.

Notice for Conditional Use Petitions

Neighborhood Information Meeting (NIM) Requirements: Applicant must conduct a NIM at least 15 days prior to the advertised public hearing. The NIM shall be advertised and a mailed written notice shall be given to the property owners in the notification area at least 15 days prior to the NIM meeting.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Mailed Notice: Written notice shall be sent to property owners in the notification area at least 15 days before the advertised public hearing.

Newspaper Advertisements: The legal advertisement shall be published at least 15 days before the advertised public hearing in a newspaper of general circulation. The advertisement shall include at a minimum:

- Date, time, and location of the hearing;
- Description of the proposed land uses; and
- 2 in. x 3 in. map of the project location.

Sign: A sign shall be posted at least 15 days before the advertised public hearing date.

Public Hearing for Conditional Use Petitions

Environmental Advisory Committee (EAC): The EAC shall hold at least 1 advertised public hearing, if required.

Collier County Planning Commission (CCPC): The CCPC shall hold at least 1 public hearing.

Board of Zoning Appeals (BZA): The BZA shall hold at least 1 advertised public hearing.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Legal for Parcel 62040080002:

NAPLES MANOR UNIT 1 COMM SW CNR LOT 1 BLK 1, NAPLES MANOR UNIT 1, S 39 DEG E 160.63FT POB, N 50 DEG E 200FT, S 39 DEG E 165FT, S 50 DEG W 200FT, N 39 DEG W 165FT POB & N 60FT OF THE FOLL: BEG SW CNR LOT 1 BLK 1 NAPLES MANOR UNIT 1, N 50 DEG E 200FT, THENCE 39.37FT ALG CURVE, S 39 DEG E 135.63FT, S 50 DEG W 200 FT N 39 DEG W 160.63FT POB BEING A PORTION OF LOT 1 & 2 AND ALL OF LOT 3 OR 1394 PGS 1212-1216



Legal for Parcel 62040120001:

NAPLES MANOR UNIT 1 BLK 1 LOT 4



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Legal for Parcel 62040160003:

NAPLES MANOR UNIT 1 BLK 1 LOT 5



Legal for Parcel 62040200002:

NAPLES MANOR UNIT 1 BLK 1 LOT 6



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Narrative and Evaluation Criteria for Conditional Use
Harklau Storage
Updated 01/29/2024
PL20220003454

The intent of this Conditional Use request is to allow for a car condo facility (motor freight and warehousing SIC 4225, air conditioned and mini-and-self storage warehousing only), as provided for in the Conditional Use provisions within the C-4 zoning district pursuant to section 2.03.03.D.1.c.24 of the Collier County Land Development Code.

The subject site consists of four parcels, together consisting of 2.48 acres. The parcel IDs are: 62040080002, 62040120001, 62040160003, 62040200002.

The following section is a narrative of the conditional use application and how it is consistent with the standards for approval, LDC section 10.08.00.

a. Describe how the project is consistent with the Collier County Land Development Code and Growth Management Plan. Include information on how the request is consistent with the applicable section or portions of the Future Land Use Element.

Response: The C-4 Zoning District allows for a self-storage facility (motor freight and warehousing SIC 4225, air conditioned and mini-and-self storage warehousing only), as a Conditional Use per section 2.03.03.D.1.c.24 of the Collier County Land Development Code. The application and proposed Conceptual Site Plan identify all the required elements for a conditional use, as required by the LDC and thereby, the Future Land Use Element.

Per the zoning verification letter ZLTR-PL20210003134 dated January 5, 2022, the use of an indoor car storage facility is classified as SIC 4225, which is the use this conditional use application seeks for approval.

b. Describe the existing or planned means of ingress and egress to the property and proposed structure thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

Response: The primary ingress and egress to the site will be via gated access along Johns Street. Interconnection to the adjacent parcel to the North is proposed per the included Conceptual Site Plan as access onto Floridian was deemed unacceptable per Ordinance 92-43. No turn lane will be provided. Sidewalks will be provided as seen on the Conceptual Site Plan and connected to the existing network.

c. Describe the effect the conditional use will have on neighboring properties in relation to noise, glare, economic impact, and odor.

Response: The proposed use of car condos will have minimal impact on neighboring properties in relation to noise, glare, economic, and odor effects. There are no noxious odors, glares, or sounds

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

associated with self-storage uses, and the building's size will be screened by appropriate landscape buffering. Please see the included architectural renderings and site plan.

The Conceptual Site Plan a 25' enhanced landscape buffer is provided along the entire frontage of Floridian Avenue, Johns Street, and Dixie Drive in accordance with Section 4.06.02.C.2 of the Land Development Code and the proposed US 41 UZO Proposed Standards for Landscape Buffering. This will mitigate some of the impact to residential neighbors located to the East of the subject site. A 15' Type D buffer is provided along Tamiami Trail. A 10' Type A buffer is provided to the North to buffer against the adjacent commercial use.

d. Describe the site's and the proposed use's compatibility with adjacent properties and other properties in the district.

Response: The parcel is adjacent to a commercial use and roadways, there is no connecting residential uses. To the North of the site is a convenience store and Dixie Drive, to the East is Floridian avenue separating the site from single family homes, to the south is Johns Street separating the site from a commercial use, and to the West is Tamiami Trail E, separating the site from the landscape buffer of a residential development. The development will be limited to 22' feet in height, making it vertically compatible with the surrounding area and it is not a noxious use.

In HEX decision 2017-04, a similar use SIC 4225 conditional use was approved at 11201 Tamiami Trail E, showing that this use is deemed to be compatible with the general area. This development was approved at three stories of self-storage, which is a more intense and less commercially activating development than the car condo proposed in this application.

e. Please provide any additional information which you may feel is relevant to this request.

Response: This conditional use can be integrated into the existing built environment using landscape buffering and no access to this site is provided on Floridian Avenue. The building will be subject to Collier County architectural standards, and the proposed facility will be limited to 22' in height.

Addressing the East Naples Community Development Plan, within the plan a self-storage facility is identified as an undesirable use. This plan does state that warehouse space can be encouraged to redevelop as mixed-use. This development is proposing a car condo, which allows for more than just storage and warehouse space. These units may be used by patrons as a recreational space to display their automobiles and host small gatherings. Per this plan, the US 41 at Naples Manor study area has an aim to add 254,000 square feet of commercial space to the area. This conditional use would allow for currently vacant land to be developed into an activated commercial use which will have gated access to not encourage through traffic into the neighborhoods surrounding it nor create any noxious impacts that other C-4 uses may produce. Such permitted uses include carwashes, drycleaning plants, equipment rental, and hospitals which all produce elevated noise, odor, or chemical exposure.

The site will be developed in a sensitive and attractive manner, providing enhanced landscaping where facing residential development and an architecturally compliant structure which is only

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

one story tall. A large, imposing box self-storage facility is not being proposed, this development is private car condo garages which allow for a personal recreational space outside of the home.

The surrounding neighborhood will benefit from this development by providing indoor, private garage space for residents to utilize. Further, there is no accepted amendment to the Land Development Code which prohibits SIC 4224 from being approved as a Conditional Use in C-4 zoning. Similar uses have been approved through the Conditional Use process in the general area, such as HEX decision 2017-04. The East Naples Community Development Plan encourages development of commercial uses, and this conditional use ultimately proposes the development and activation of four vacant parcels of land along Tamiami Trail E.

Regarding the design standards proposed by this plan, roll up garage doors shall be internally facing, the access to units shall be oriented internally, and no outdoor storage is proposed or shall be permitted per the included plans. Per this proposed plan:

a. No buildings shall exceed 100 feet in length when adjacent to a residential zoning district.

Floridian Avenue separates the development from the residential zoning district, and the building length is indicated at 350'.

b. Include at least 30% of the gross floor area of the building as an alternate use such as service industries, multifamily dwellings, retail or shopping, restaurant, hotel, or entertainment.

A mixed-use development would not be compatible with the proposed car condo facility as it is intended to be a quiet, private use for patrons to utilize without any through-traffic. Including a service industry use would encourage heavier traffic on the site and create higher parking demand that cannot be accommodated with the desired building footprint.

c. Interconnect with the existing adjacent structure as an additional intervening building on the site to accommodate alternative uses between the US 41 street frontage and the self-storage facility.

Interconnection with the adjacent business has been provided.

d. Enhance the perimeter of the property with a minimum 25-foot wide landscape buffer including a 2-3 foot undulating berm with double staggered hedge row and canopy trees (minimum 5 per 100 feet).

Such an enhanced buffer is not feasible throughout the entire perimeter with the desired building footprint due to the site constraints. Code compliant landscape buffering is provided along Tamiami Trail and where the site abuts commercial zoning, with the more enhanced buffering facing the residential uses to increase compatibility.

Future Land Use Element Provisions

Policy 5.4:

New developments shall be compatible with, and complementary to, the surrounding land uses, as set forth in the Land Development Code (Ordinance 04-41, adopted June 22, 2004 and effective October 18, 2004, as amended).

Response: The C-4 District allows for self-storage as a Conditional Use. The application and Conceptual Site Plan identify the required elements for a Conditional Use, as required by the LDC and Future Land Use Element Provisions.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Policy 7.1
The County shall encourage developers and property owners to connect their properties to fronting collector and arterial roads, except where no such connection can be made without violating intersection spacing requirements of the Land Development Code.

Response: The site will have primary access along Johns Street. The access will be gated to not allow for any general public through traffic. Secondary access is provided as interconnection with the North commercial site.

Policy 7.2
The County shall encourage developers and property owners to connect their properties to fronting collector and arterial roads, except where no such connection can be made without violating intersection spacing requirements of the Land Development Code.

Response: The property will have access along Johns Street, which directly connects to Tamiami Trail East to the South. Direct access along Tamiami Trail is not feasible due to proximity to intersections.

Policy 7.3
All new and existing developments shall be encouraged to connect their local streets and their interconnection points with adjoining neighborhoods or other developments regardless of land use type.

Response: The project connects to Johns Street, however it does not provide a public street for through traffic. Interconnection is provided to the adjacent commercial development.

Policy 7.4
The County shall encourage new developments to provide walkable communities with a blend of densities, common open spaces, civic facilities and a range of housing prices and types.

Response: The site shall provide sidewalks to connect to the existing sidewalk network, please see the attached Conceptual Site Plan.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Collier County
Growth Management
Community Development Department

ADDRESSING CHECKLIST

Please complete the following and upload via the CityView Portal with your submittal. Items marked with (*) are required for every application, other items are optional and may not apply to every project.

Forms are valid for 6 months following their submittal; an updated form will be required for a new submittal after that timeframe and any time the properties within the project boundary are modified.

Additional documents may be attached to this form and can include:

- * LOCATION MAP and/or SURVEY showing the proposed project boundary.
- List of additional folio numbers and associated legal descriptions.
- E-mail from Addressing Official for any pre-approved project and/or street names.

LOCATION INFORMATION

***FOLIO (Property ID) Number(s)** of subject property or properties. [Attach list if necessary]

62040080002, 62040120001, 62040160003, 62040200002

***LEGAL DESCRIPTION** of subject property or properties. [Attach list if necessary]

See attached.

STREET ADDRESS(ES) where applicable, if already assigned.

Not Assigned

PROJECT INFORMATION

Acceptance of this form does not constitute project and/or street name approval and is subject to further review by the Addressing Official. Pre-Approval may be requested by contacting us at GMD_Addressing@colliercountyfl.gov or 239-252-2482 prior to your submittal.

CURRENT PROJECT NAME

Harklau Storage (CU) PL20220003454

PROPOSED PROJECT NAME

PROPOSED STREET NAME(s)

LATEST APPROVED PROJECT NUMBER [e.g., SDP-94-##, PPL-2002-AR-####, PL2017000####]

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Operations & Regulatory Management Division ● 2800 North Horseshoe Drive ● Naples, FL 34104 ● 239-252-2400
www.colliercountyfl.gov

Legal for Parcel 62040080002:

NAPLES MANOR UNIT 1 COMM SW CNR LOT 1 BLK 1, NAPLES MANOR UNIT 1, S 39 DEG E 160.63FT POB, N 50 DEG E 200FT, S 39 DEG E 165FT, S 50 DEG W 200FT, N 39 DEG W 165FT POB & N 60FT OF THE FOLL: BEG SW CNR LOT 1 BLK 1 NAPLES MANOR UNIT 1, N 50 DEG E 200FT, THENCE 39.37FT ALG CURVE, S 39 DEG E 135.63FT, S 50 DEG W 200 FT N 39 DEG W 160.63FT POB BEING A PORTION OF LOT 1 & 2 AND ALL OF LOT 3 OR 1394 PGS 1212-1216



Legal for Parcel 62040120001:

NAPLES MANOR UNIT 1 BLK 1 LOT 4



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Legal for Parcel 62040160003:

NAPLES MANOR UNIT 1 BLK 1 LOT 5



Legal for Parcel 62040200002:

NAPLES MANOR UNIT 1 BLK 1 LOT 6



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

PROPERTY OWNERSHIP DISCLOSURE FORM

This is a required form with all land use petitions, except for Appeals and Zoning Verification Letters.

Should any changes of ownership or changes in contracts for purchase occur subsequent to the date of application, but prior to the date of the final public hearing, it is the responsibility of the applicant, or agent on his behalf, to submit a supplemental disclosure of interest form.

Please complete the following, use additional sheets if necessary.

a. If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest:

Name and Address	% of Ownership

b. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each:

Name and Address	% of Ownership

c. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest:

Name and Address	% of Ownership

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

d. If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners:

Name and Address	% of Ownership
341 Properties, LLC	100
Harklau Leasing, LLC	33.33
Nick F. Johnson Revocable Trust Agreement	33.33
East Naples Car Condo TLR, LLC	33.33

e. If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners:

Name and Address	% of Ownership

Date of Contract: _____

f. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust:

Name and Address

g. Date subject property acquired 01/06/2023

☐ **Leased: Term of lease _____ years /months**

If, Petitioner has option to buy, indicate the following:

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT
www.colliergov.net

2800 NORTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104
(239) 252-2400 FAX: (239) 252-6358

Date of option: _____

Date option terminates: _____, or

Anticipated closing date: _____

AFFIRM PROPERTY OWNERSHIP INFORMATION

Any petition required to have Property Ownership Disclosure, will not be accepted without this form. Requirements for petition types are located on the associated application form. Any change in ownership whether individually or with a Trustee, Company or other interest-holding party, must be disclosed to Collier County immediately if such change occurs prior to the petition's final public hearing.

As the authorized agent/applicant for this petition, I attest that all of the information indicated on this checklist is included in this submittal package. I understand that failure to include all necessary submittal information may result in the delay of processing this petition.

The completed application, all required submittal materials, and fees shall be submitted to:
Growth Management Department
ATTN: Business Center
2800 North Horseshoe Drive
Naples, FL 34104

Bret H
Agent/Owner Signature

11/13/23
Date

BRET HARKLAU
Agent/Owner Name (please print)

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

LIMITED LIABILITY COMPANY AGREEMENT
OF
341 PROPERTIES, LLC

THIS AGREEMENT, is effective as of January 30, 2023, by and between Harklau Leasing, LLC, an Iowa limited liability company, at 1704 Lake Nokomis Drive, Humboldt, IA 50548 ("Harklau"), Nick F. Johnson, as Trustee of the Nick F. Johnson Revocable Trust Agreement dated February 24, 2020, at 1310 River View Circle, Humboldt, IA 50548 ("Johnson") and East Naples Car Condo TLR, LLC, a Florida limited liability company at 13180 Livingston Rd., Suite 204, Naples, FL 34109 ("Car Condo"), sometimes collectively called the "Members" and individually a "Member".

WITNESSETH:

The Members desire to form a limited liability company, for the purposes of holding title to the real property and construction, develop, market and sale of car/auto condominium units, located thereon (the "Improvements") located in Collier County, Florida (the "Premises"), as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE I.
FORMATION

Section 1.1. Formation.

1.1.1. The Members hereby form a Limited Liability Company (hereinafter called the "Company") under the Florida Limited Liability Act in effect at the time of this Agreement pursuant to all pertinent laws of the State of Florida upon the terms and conditions set forth in this Agreement.

1.1.2. Each Member shall execute, and the Company shall promptly file or record (or cause to be filed or recorded) and shall publish, if required by law, such certificates or other instruments as may be necessary or desirable under the laws of the State of Florida in connection with the formation of the Company and the commencement and carrying on of its business.

Section 1.2. Name of Company.

The name of the Company shall be 341 Properties, LLC, or such other name as determined by the Members from time to time. All business of the Company shall be conducted under such

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

name. The title of all property, real or personal, owned by or leased to the Company, shall be held in the name 341 Properties, LLC.

Section 1.3. Place of Business.

The principal place of business of the Company shall be located at 930 Hyacinth Court, Marco Island, FL, or at such other place as shall be selected by the Members from time to time.

Section 1.4. Term.

The term of the Company has commenced on January 3, 2023 by filing the Articles of Organization with the Florida Secretary of State, and shall continue until terminated as provided in this Agreement or as required by law.

Section 1.5. Purposes.

Subject to the limitations set forth in this Agreement, the purposes of the Company are to hold ownership of the Premises; manage, operate, lease, sell, alter and maintain the Premises; to improve the Premises by construction of improvements thereon as described in Article II; to acquire and construct additional property (real and personal) necessary or useful in the operation of the Premises; to act in all other respects as the owner of the Premises, including, without being limited to, conducting such other activities as may be necessary or incidental to or desirable in connection with the foregoing; to finance and refinance, by mortgage or unsecured loan or any combination thereof, such activities as described in the preliminary statement and Article II; and consistent with its objective of producing income for the Members, to sell, transfer, exchange or otherwise dispose of part or all of the Premises, as improved, all as provided in Article II and on the other terms and conditions herein set forth. The Company shall not engage in any other activity, unless the Members unanimously agree otherwise.

ARTICLE II
ACQUISITION AND DEVELOPMENT OF THE PREMISES

Section 2.1. Plan of Development and Objectives of the Company

The Company shall hold title to the Premises and the improvements (the "Improvements") thereon. The Premises and Improvements are sometimes hereinafter referred to as the "Project").

The individual car/auto condominium units shall be sold or leased in accordance with the price schedules from time to time submitted by the Managing Member (as hereafter designated) and approved by a majority of the Members is required if a unit is sold for five (5%) percent less then the prepared price schedule.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Each Member shall be entitled to purchase at cost from the Company one car/auto condominium unit.

ARTICLE III.
CONTRIBUTIONS TO THE COMPANY

Section 3.1. Initial Contribution by Harklau.

Harklau shall contribute to the Company its 50% ownership interest in the Premises pursuant to that Warranty Deed recorded March 11, 2022 at O.R. Book 6096, Page 2424, Public Records of Collier County, Florida.

Section 3.2. Initial Contribution by Johnson.

Johnson shall contribute to the Company its 50% ownership interest in the Premises pursuant to that Warranty Deed recorded March 11, 2022 at O.R. Book 6096, Page 2424, Public Records of Collier County, Florida.

Section 3.3. Contribution by Car Condo.

Car Condo shall purchase 1/3rd of Harklau's and 1/3rd of Johnson's interest in the company for a Purchase Price of $636,963.00 and real estate taxes to be prorated as of the date of purchase.

Section 3.4 Ownership Interest in Company

Each member shall have an ownership interest in the Company as follows:

Harklau - 1/3
Johnson - 1/3
Car Condo - 1/3

Section 3.5 Expenses.

The term "Expenses" shall mean all costs as set forth on the proforma budget to be prepared by Car Condo (Section 6.3 below) as provided in this Agreement of acquiring, owning, constructing the Improvements, operating, maintaining, repairing, developing, and marketing the Project, including but not limited to the following: real estate brokerage fees, closing costs, transfer taxes, legal and accounting fees (if applicable), and real estate taxes.

Section 3.6. Financing.

The Members anticipate that the Expenses incurred in connection with the development of the Project may be funded by acquisition and construction loans obtained from loans procured by

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

the Members and guaranteed by Members if required, together with the capital contributions of the Members.

Section 3.7. Capital Accounts.

3.7.1. An individual capital account (herein called the "Capital Account") shall be maintained for each Member. A Member's Initial Capital Account shall be increased by the amount of (i) all taxable and nontaxable income credited to the account of such Member pursuant to Section 5.2, (ii) any gain credited to the account of such Member pursuant to Section 5.1, and (iii) the amount of any capital contributions made by such Member, and shall be decreased by the amount of (x) all taxable losses charged to the account of such Member pursuant to Section 5.2, (y) all distributions made to such Member by the Company, and (z) expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code of 1986 charged to the account of such Member pursuant to Section 5.2.

3.7.2. Except as specifically provided in this Agreement, no Member shall be entitled to (i) withdraw any part of its capital account; (ii) receive any distribution from the Company except as provided in Article IV or (iii) demand or receive any property from the Company other than cash.

ARTICLE IV.
DISTRIBUTIONS TO MEMBERS

Section 4.1. Priorities

4.1.1. Cash Available for Distribution (as hereinafter defined) received during the term of the Company shall be distributed in the following manner and order of priority:

(i) if the distribution results from a dissolution and winding up of the Company, to the Members in proportion to their respective Capital Accounts balances, until those balances are reduced to zero;

(ii) including any distributions made under (i), all distributions shall be allocated to the members pro rata in accordance with their respective percentage ownership interest in the Company as set forth in Section 3.4.

4.1.2. Definitions.

(a) The term "Cash Available for Distribution" shall mean the net proceeds from any of Unit Sales, Capital Items or Cash Flow at any applicable time, as those terms are hereinafter defined, after satisfying all liabilities of the Company then due and payable.

(b) The term "Unit Sales" shall mean the cash proceeds received by the Company from the sale or lease of car/auto condominium units, after payment of or provision for

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

payment of all costs incurred in connection with the construction (if applicable) and the sale or lease of those units, all expenses incurred in connection with the receipt of those proceeds, including brokerage commissions, transfer taxes and attorney's fees.

(c) The term "Capital Items" shall mean the cash proceeds received by the Company after payment of or provision for all debts, obligations, repairs and/or replacements required to be satisfied as the result of the following transactions and all expenses incurred in connection with the receipt or collection of such proceeds including brokerage commissions, transfer taxes and attorneys' fees from: (i) any sale, exchange, transfer, assignment or other disposition of all or a portion of the Premises (other than the sale of car/auto condominium units), (ii) any re-financing of any Company indebtedness, unless the Members intend to use the proceeds of the refinancing for the development of the Premises, (iii) the condemnation or deed in lieu of condemnation of all or a portion of the Premises, (iv) the receipt of the proceeds of hazard or casualty insurance in excess of amounts expended in the restoration or repair of the Premises, and (v) any other transaction, the proceeds of which, in accordance with generally accepted accounting principles, are considered to be capital in nature.

(d) The term "Cash Flow" shall mean all income of the Company (excluding "Unit Sales" and "Capital Items") of any nature from any source computed on a cash basis for the calendar year (or any lesser period for which a computation of Cash Flow may be required), including but not limited to rental income from units owned by the Company and held out for rent.

4.1.3 The Company shall maintain a working capital reserve in the amount determined from time to time by the Managing Member.

ARTICLE V.
ALLOCATION OF TAXABLE INCOME AND LOSS

Section 5.1. Taxable Income or Loss.

"Taxable income or loss" shall mean the income or losses of the Company for federal income tax purposes determined in accordance with an accrual accounting method together with each item of income, gain, loss, credit or deduction which is separately stated or otherwise not included in computing taxable income of loss and any tax-exempt income of the Company. Expenditures described in section 705(a)(2)(B) of the Code or so treated under Treasury Regulation 1.704-1(b)(2) shall be treated as items of taxable loss and allocated pursuant to Section 5.2.

Section 5.2 Allocation of Taxable Income and Taxable Loss.

Taxable loss and taxable income shall be equally allocated among the Members pro rata in accordance with their respective ownership interest in the Company as set forth in Section 3.4.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Section 5.3. Tax Matters Member.

The Managing Member, as set forth in Section 7.1, shall serve as the Company's "Tax Matters Partner" within the meaning of §6231(a)(7) of the Code and shall have all the powers and duties expressly conferred on the Tax Matters Partner by the Code, as well as those powers and duties that are reasonably necessary and proper for the exercise of the Tax Matters Partner's express powers and duties under the Code. To the extent not inconsistent with the foregoing, all accounting decisions and elections made or permitted to be made by the Company for federal income tax purposes shall be determined by the Managing Member with the consent of the Members, which consent shall not be unreasonably withheld.

ARTICLE VI.
POWERS

Section 6.1. Powers.

The Company shall have authority and power to:

(a) acquire personal property or any interest therein;

(b) lease all or part of the improvements for terms which may extend beyond the duration of the Company;

(c) borrow money and as security therefor, mortgage all or any part of its property, refinance, recast, increase or modify any mortgages or security affecting the Premises, all for terms which may extend beyond the duration of the Company;

(d) sell, assign or convey all or any portion of the Premises,

(e) lend its funds or make guarantees of obligations of others upon such terms as a majority of the Members shall determine,

(f) employ such person, firms, or companies for the operation and management of all or any part of the Company, on such terms and for such compensation as the Members shall determine;

(d) retain counsel, accountants, financial advisers and other professional personnel; and

(e) engage in such other activities and incur such other expenses as may be necessary or appropriate for the furtherance of the Company's purposes, and execute, acknowledge and deliver any and all instruments necessary to the foregoing.

Section 6.2. Restrictions on Powers of Members.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

6.2.1. Notwithstanding the foregoing and in addition to other acts expressly prohibited or restricted by this Agreement or by law, each Member, without prior written approval of all Members, is expressly prohibited from the following:

(a) doing any act in contravention of this Agreement;

(b) doing any act which would make it impossible or unduly burdensome to carry on the ordinary business of the Company;

(c) confessing a judgment against the Company in connection with any threatened or pending legal action;

(d) possessing any Company property or subdividing, selling, exchanging, transferring, assigning or leasing the rights of the Company in specific Company property for other than a Company purpose;

(e) admitting any other person as a member, except as provided in this Agreement;

(f) executing or delivering any assignment for the benefit of creditors of the Company;

6.2.2 Notwithstanding anything to the contrary as may be set forth herein, Randy Johns has disclosed to all Members that he is an owner of Phoenix Associates of South Florida, Inc. ("Phoenix"), a Licensed General Contractor who will be constructing all improvements upon the Premises. All costs, fees and charges paid to Phoenix shall be pursuant to written cost plus 15% (10% + 5%) construction contract agreed upon by all Members.

Section 6.3. Approved Budgets.

The Car Condo shall prepare and submit a pro forma budget to each Member for the anticipated term of the Company, setting forth the projections of cash receipts and cash expenditures, including expenditures incurred prior to the date hereof in connection with the operation of the Company. The Managing Member shall be permitted to expend monies in accordance with the pro forma budget, subject to such increases as may be legally required under law or by contract. From time to time the proforma budget may be revised by a majority of the Members.

Section 6.4. Other Ventures of the Members.

This Agreement shall not preclude the Members from entering into any other venture or business activity of any nature or description, independently or with others, in Collier County, Florida or elsewhere. Neither the Company nor any Member shall have any right, by virtue of this Agreement, either to participate in or to share in such other ventures or activities, or to the income or proceeds derived therefrom.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

ARTICLE VII
MANAGEMENT

Section 7.1. Managing Member.

Harklau shall be the Managing Member of the Company and shall be responsible for all of the operations of the Company as provided in this Agreement. Managing Member has executed on behalf of the Company the Articles of Organization. All Members have received a copy of the Articles of Organization of the company from the Managing Member, attached hereto as Exhibit "C". Managing Member shall be responsible for designing, developing, implementing and supervising all marketing efforts, and shall negotiate and execute for the Company all contracts relating to the Improvements, including but not limited to AIA agreement with an architect and contract with an engineer and construction agreement with Phoenix. The Managing Member shall devote such of its time to the Company as is necessary for the effective development, construction, management and marketing of the Project.

Section 7.2. Management and Other Fees

The Company shall make no additional payments to Managing Member for services rendered and performance of its function as the Managing Member except according to the ownership interest of Harklau in Section 3.4 above and any expenses as set forth in Section 8.1 "Books of Account" below.

Section 7.3. Real Estate Commission/Closing Agent/Legal Services

The Company does not intend to list for sale individual Condominium Units for sale but sell them directly to Buyers. The closing agent for individual units shall be First Title & Abstract, Inc., and Woodward, Pires & Lombardo, P.A. shall provide legal services to the Company.

ARTICLE VIII
BOOKS OF ACCOUNT AND COMPANY RECORDS; REPORTS

Section 8.1. Books of Account.

Managing Member shall cause to be kept and maintained, in accordance with generally accepted accounting principles modified as agreed to by the Members from time to time consistently applied from year to year, complete and accurate books, records and accounts of the Company. Such books shall be kept on the basis of a calendar year using the accrual method of accounting modified as agreed to by the Members from time to time, and shall be closed and balanced at the end of each year. An accounting of all items of receipts, income, gains, credits, costs, expenses and losses arising out of or resulting from the ownership, management, and operation of the Company business shall be made by Managing Members quarterly and annually as of December 31st of each year, and in the event the Company is terminated, within ninety (90) days of the event of dissolution, or the departing member's notice of intent to withdraw, whichever

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

is sooner. Upon the request of a Member, quarterly reports shall be submitted within thirty (30) days of the end of each quarter and annual or final reports within ninety (90) days of the year end or termination date. If the Managing Member shall incur any expenses (other than office expenses) in maintaining the books of account, the cost shall be an Expense.

Section 8.2. Inspection.

All books, records and accounts of the Company, together with executed copies of this Agreement and any amendments thereto, shall be kept at all times at the principal office of the Company. All Members and their duly authorized representatives shall have the right to examine such books, records and accounts at any and all reasonable times and to make copies or extracts therefrom.

Section 8.3. Accounts.

The Members shall agree on the accounts to be opened shall be by the Company and Managing Member shall be responsible for maintaining said accounts which shall be used for the payment of the disbursements properly chargeable to the Company, and in which, to the extent permitted by law, shall be deposited the receipts and income received by the Company. All such income, receipts and amounts required by this Section to be deposited in said accounts shall be and remain the property of the Company, and shall be received, held and disbursed by Managing Member to be applied only for the purposes herein specified. There shall not be deposited in any accounts any funds other than those above specified, and no other funds shall be in any way commingled with such funds. Withdrawals shall be made from said accounts only for the purpose of making payment of expenditures of the Company and distributions herein authorized. Debra Harklau and Bret Harklau will be the signatories on the Company accounts, and the Company accounts shall require either signature, unless otherwise required by a Member.

Section 8.4. Reports.

8.4.1. Upon the request of a Member, within thirty (30) days of the end of each quarter, Managing Member shall prepare and deliver to the other Members a statement of cash receipts and disbursements for the quarter then ended, and a balance sheet for the Company as at the last date of the quarter, on an unaudited basis and subject to year-end adjustments.

8.4.2. The Managing Member, as the Tax Matters Partner of the Company, shall cause to be prepared all federal, state and local income and other tax returns of the Company which shall be done by a certified public accountant selected by Managing Member. The Managing Member shall cause copies of all tax returns of the Company to be delivered to the Members for their review and approval at least thirty (30) days prior to the statutory date for filing thereof, including extensions of such filing deadline, if any. If a Member shall fail to give its approval to any such return, within fifteen (15) business days of the receipt of such return, such dispute shall be submitted to the Company's independent tax consultant who shall resolve any disputes and whose determination as so made shall be conclusive and binding upon the Members.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

8.4.3. Within thirty (30) days after the end of the fiscal year of the Company, Managing Member shall cause to be furnished to the other Members an annual report containing (i) a balance sheet as of the end of the Company's fiscal year and statements of income, or loss, Members' capital accounts and a cash flow statement, all of which, except the cash flow statement and any other reports prepared on a cash basis, shall be prepared in accordance with generally accepted accounting principles modified as agreed to by the Members from time to time; (ii) a report of the activities of the Company during the period covered by the report; and (iii) a report of distributions to the Members for the period covered by the report separately identifying distributions of (a) Cash Flow from operations during the period, (b) proceeds from operations during a prior period which had been held as reserves, (c) capital items, (d) working capital, and (e) reserves.

8.4.4. Managing Member shall furnish within a reasonable period of time, such other financial information relating to the Company as reasonably requested by the Members in writing.

ARTICLE XIV.
TRANSFER OF INTERESTS IN THE COMPANY

Section 9.1. Prohibition Against Transfer.

Except as expressly provided in Section 9.2, no Member shall sell, transfer, assign, syndicate, pledge or otherwise dispose of or encumber (voluntarily, involuntarily, by operation of law or otherwise) any interest in the Company, the Premises, or this Agreement and no shareholder of a Member shall sell, transfer, assign, syndicate, pledge or otherwise dispose of or encumber (voluntarily, involuntarily, by operation of law or otherwise) any of the stock of the Member, except to a trust or other wholly owned entity of a Member, without the prior written consent of the Managing Members.

Section 9.2. Certain Transfers Void.

Any assignment or transfer of a Member's interest in the Company to a person who is a minor, to a person who is bankrupt, to a person who has been declared an incompetent, to a person or organization prohibited by law from holding such interest or any assignment prohibited by Section 9.1 hereof shall be void and shall not be binding on the Company.

Section 9.3. Rights of Transferee.

Any person or entity who acquired, in any manner whatsoever, any interest in the Company from a Member shall not thereby become a Member under any of the provisions hereof unless approved by the other Member and unless such person or entity shall expressly assume and agree to be bound by all of the terms and conditions of this Agreement.

ARTICLE X
DEFINITION OF "EVENTS OF DEFAULT"

Section 10.1. Events of Default.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Each of the following events shall constitute an "Event of Default" hereunder:

A. upon the assignment or transfer or attempted assignment or transfer of a Member's interest in the Company or the shares of the Member prohibited by Article IX hereof;

B. default by a Member in the performance of any material term or provision of this Agreement not specifically referred to in this Section 10.1 and failure to cure such default for more than 30 days after written notice thereof;

C. if either Member shall use any Company assets for other than Company purposes;

D. if a decree or order is rendered by a court having jurisdiction (i) adjudging a Member bankrupt or insolvent, or (ii) approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for a Member under the federal bankruptcy laws or any similar law or practice, and if such decree or order referred to in this clause D continues undischarged for a period of 60 days;

Section 10.2. Certain Remedies Following Event of Default.

10.2.1. If an Event of Default occurs, the following shall apply:

(i) The defaulting Member shall have no right of approval hereunder and the non-defaulting Member(s) shall have the sole right of approval or choice of action with respect to any matter in question.

(ii) The non-defaulting Member(s) (the "Buyer(s)") shall have the right to purchase the entire interest of the defaulting Member (the "Seller") at a purchase price which shall be eighty percent (80%) of the amount of the Seller's capital account and financing contribution as set forth in Article III.

10.2.2. The rights set forth above are not the exclusive remedies available upon an Event of Default but are in addition to any other remedies which may be available at law or in equity, provided, however, in the event of a purchase of a party's interest pursuant to 10.2.1(ii), neither party shall have any further right or remedy against the other except for misappropriation or diversion of Company funds, fraud, or other similar claims.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES

Section 11.1. Representations and Warranties.

Each Member represents, warrants and agrees as follows:

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

A. If Member is a corporation or limited liability company it is duly formed, validly existing and in good standing under the laws of the State of its organization and is qualified to do business in the State in which the premises are located;

B. it has full power and authority to enter into this Agreement, to contribute capital to the Company pursuant to the Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments or otherwise to authorize the foregoing;

C. neither the execution or delivery of this Agreement nor the consummation of the transactions herein contemplated, will conflict with, or result in a breach of, or otherwise adversely affect any contract, license or undertaking to which the party making the representation is a party or constitute a default thereunder; and

D. there are no suits, actions or proceedings pending or threatened against the Member or to which the Member is or might become a party, or against the party making the representation.

ARTICLE XII
BUY-SELL AGREEMENT

Section 12.1. Right to Exercise.

A. In the event that any of the following have occurred:

(a) any involuntary assignment by a Member of any of it rights or interests in the Company, the Premises or this Agreement; or

(b) as a result of a "deadlock," which shall mean that the Members shall be unable to reach a unanimous agreement on or with respect to (including the delivery of any consents or approvals for) any action or non-action of the Company required to be taken or not taken, as the case may be, to carry on the business and intent of the Company in accordance with the terms of this Agreement;

a Member (the "Offeror") may serve upon the other Members (collectively the "Offeree") a notice (the "Offering Notice") which shall contain the following terms:

(i) a statement of intent to exercise this Section 12.1; and

(ii) the aggregate dollar amount (the "Specified Amount") which the offeror would be willing to pay for that portion of the project then owned by the Company (the "Property") as of that date.

B. The Offeree shall have the option either (a) to sell its entire interest in the Company to the Offeror for an amount equal to the amount the Offeree would have been entitled to receive if the Company had sold the Project for the Specified Amount on the Buy-Sell Closing Date (as such term is hereinafter defined) and if the Company thereafter had immediately paid all of its liabilities, had liquidated its assets and been dissolved and had distributed the net proceeds of such sale and

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

any other Company assets to each Member in accordance with this Agreement in satisfaction of each Member's interest in the Company, or (b) to purchase the entire interest in the Company of the Offeror for an amount equal to the amount the Offeror would have been entitled to receive if the Company had sold the Project for the Specified Amount on the date of the Buy-Sell Closing Date and if the Company thereafter had immediately paid all of its liabilities, had liquidated its assets and been dissolved and had distributed the net proceeds of such sale and any other Company assets to each Member in accordance with this Agreement in satisfaction of each Member's interest in the Company.

C. If the Offeree shall fail to respond in writing in accordance with Section 16.1 to the Offeror's Offering Notice within thirty (30) days after receipt of the Offeror's Offering Notice, then, as of the day following the expiration of such period, such Offeree shall be deemed to have elected to sell its entire interest in the Company to the Offeror under the terms of Section 12.1B(a).

D. The Member obligated to purchase under this Section 12 shall fix a place of closing and a closing date (the "Buy-Sell Closing Date") not later than sixty (60) days following the date of the exercise or expiration of the options set forth in subparagraph B above. At such closing, the Members shall execute, acknowledge and deliver such instruments of assignment and conveyance, and such other documents and agreements, and shall make such payments in the form of a certified or bank cashier check as shall be required to consummate the sale of the interests in the Company in accordance with the terms and conditions hereof. If either Member shall default in performance of its obligations pursuant to this Article XII, the other Member, at its option, may have specific performance of those obligations or may treat the default as an Event of Default under Section 10.1B (but without regard to the cure period provided in that subsection) and may exercise any and all remedies available to it under this Agreement or at law or equity in respect of that Event of Default.

ARTICLE XIII.
TERMINATION

Section 13.1. Events of Termination.

This Company shall terminate upon the first to occur of the following events:

(a) at the option of the non-defaulting Member, if an Event of Default shall have occurred, either upon completion of the transaction described in Section 10.2.1(ii), or if the non-defaulting Member shall not elect to purchase the interest of the defaulting Member under Section 10.2.1(ii);

(b) upon the sale of all of the Project without retention of any interest therein and the expiration of all warranties given in connection with any such sale or sales;

(c) by mutual agreement of the Company; or

(d) upon the expiration of the term of the Company.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Section 13.2. Distribution on Termination.

Upon termination of the Company, a final accounting shall be made by the Managing Member, and all of the property and assets of the Company shall be distributed as follows:

(a) All of the Company's debts, liabilities and obligations shall be paid in full or reserves therefor shall be set aside.

(b) The balance, if any, shall be distributed in accordance with Section 4.1.1.

All of the property and assets, if any, other than cash, shall be sold or collected and, to the extent feasible, turned into cash within a period of eighteen months from the date of such termination.

ARTICLE XIV
INSURANCE

Section 14.1. Insurance.

14.1.1. The Company shall carry and maintain in force such insurance in such amounts as may be determined by the Managing Member, the premiums of which shall be a cost and expense to be borne by the Company.

ARTICLE XV
INDEMNIFICATION

Section 15.1. Indemnification.

15.1.1 The Company may indemnify to the fullest extent permitted by law any person who was or is a party or has threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is the manager of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of any other company, partnership, joint venture, trust or other enterprise.

ARTICLE XVI.
GENERAL PROVISIONS

Section 16.1. Notices.

Any notice, request, demand or other communication permitted or required to be given hereunder shall be in writing and shall be deemed to have been given seven (7) days after it has been sent by certified or registered United States mail, postage prepaid to the addressee at the address specified below:

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

If to Harklau :
930 Hyacinth Court
Marco Island, FL 34145

If to Johnson:
1310 River View Circle
Humboldt, IA 50548

If to Car Condo:
13180 Livingston Road, Suite 204
Naples, FL 34109

Section 16.2. Further Assurances; Good Faith.

The Members shall execute and deliver such further instruments as may be required to carry out the intent and purposes of this Agreement. The Members are fiduciaries to each other and the Company. The Members shall at all times act in the best interest of the Company and shall exercise the utmost in good faith and fair dealing. Whenever the approval of a Member is required under this Agreement, such approval shall be promptly given unless such approval has a substantial and material adverse effect on the Company or an individual Member.

Section 16.3. Partition.

Each of the parties hereof irrevocably waive during the term of the Company any right to maintain any action for partition with respect to the Premises.

Section 16.4. Saving Clause.

Any provisions under applicable law or regulations which supersede or invalidate any provision hereof shall not affect the validity of this Agreement, and the remaining provisions shall be enforced as if the invalid provision were deleted.

Section 16.5. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue in any action or proceeding arising from or relating to this Agreement shall exclusively be the state court encompassing Collier County, Florida.

Section 16.6. Captions.

Article and Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

Section 16.7. Pronouns.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 16.8. Counterparts.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.

Section 16.9 Entire Agreement.

This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements and understandings, oral or otherwise, among the parties hereto with respect to the matters contained herein.

Section 16.10 Benefit.

Except as herein otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Section 16.11 Amendment of Agreement.

Any amendment or modification of this Agreement shall be in writing signed by all of the Members.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MANAGING MEMBER:

Harklau Leasing, LLC

Harklau Leasing, LLC, an Iowa limited liability company

Susan Barmore

Printed Name: Susan Barmore

Ann Watson

Printed Name: Ann Watson

By: Debra Harklau

Print Name: Debra Harklau

Title: Member

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Susan Barmore
Printed Name: Susan Barmore

Ann Watson
Printed Name: Ann Watson

MEMBERS:

Harklau Leasing, LLC, an Iowa limited liability company

By: Bret H
Print Name: Bret Harklau
Title: Member
Date: 1-27-23

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Printed Name: Susan Barmore

Printed Name: Ann Watson

Nick F. Johnson, as Trustee of the Nick F. Johnson Revocable Trust Agreement dated February 24, 2020

By: _____

Print Name: Nick F. Johnson

Title: Trustee

Date: _____

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Printed Name: Kimberly Morris

Printed Name: Rebecca Nielsen

East Naples Car Condo TLR, LLC, a Florida limited liability company

By:
Print Name: Randy Johns
Title:
Date: 2-3-23

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

EXHIBIT "A"

Lots 1, 2, 3, 4, 5, and 6, Block One, Naples Manor Unit No. 1, as recorded in Plat Book 3, Page 57, Public Records of Collier County, Florida, less and except part of Lots 1 and 2 described as follows: Beginning at the intersection of the Northeasterly right-of-way line of US-41 with the Southeasterly line of Dixie Drive, said corner being the Southwesterly corner of Lot 1, Block One, Naples Manor Unit No. 1 as recorded in Plat Book 3, Page 57, of the Public Records of Collier County, Florida; thence along the Southeasterly line of Dixie Drive, crossing a 25 foot wide Florida Power & Light Co.'s utility easement N 50° 53' 40" E 25.0 feet; thence continuing N 50° 53' 40" E 140.0 feet; thence S 39° 06' 20" E and parallel to Floridian Avenue 160.63 feet; thence S 50° 53' 40" W and parallel to Dixie Drive 165.0 feet to the Northeasterly right-of-way line of US-41; thence along said right-of-way line N 39° 06' 20" W 160.63 feet to the Point of Beginning.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

OPERATING AGREEMENT

OF

HARKLAU LEASING, LLC

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of the 29th day of August, 2011, by Bret Harklau and Debra Harklau and each person (as that term is defined below) who may hereafter become a Member (as that term is defined below) of Harklau Leasing, LLC (the "Company").

WHEREAS, Bret Harklau and Debra Harklau are the Initial Members of the Company, and desire to adopt and enter into this Agreement to regulate the affairs of the Company, the conduct of its business, and the relations of its Members.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the Members agree as follows:

ARTICLE I
DEFINITIONS

1.1. Definitions. The following terms shall have the following meanings for purposes of this Agreement (unless otherwise expressly provided herein):

(a) "**Additional Member**" shall mean any Person who or which is issued Units and is admitted as a Member of the Company pursuant to the procedures set forth in Section 9.4 of this Agreement at any time after the date of this Agreement, other than the Initial Member and any Substitute Members (as those terms are defined below).

(b) "**Adjusted Capital Account**" shall mean, with respect to each Member, the Member's Capital Account (as that term is defined below) as adjusted by the items described in Sections 1.704-2(g)(1), 1.704-2(i)(5) and 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations (as that term is defined below).

(c) "**Certificate of Organization**" shall mean the certificate of organization of the Company, as the same may be amended from time to time.

(d) "**Capital Account**" shall mean, with respect to each Member, the Capital Contributions (as that term is defined below) to the Company by the Member as of a given date, as adjusted up to the date in question pursuant to Article VII below.

(e) "**Capital Contribution**" shall mean any cash, property, or services rendered, or a promissory note or other binding obligation to contribute cash or property or to perform services, which a Member contributes to the capital of the Company in the capacity of a Member, whenever the same be made.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(f) "**Code**" shall mean the United States Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding United States federal revenue laws.

(g) **"Fiscal Year"** shall mean the Company's fiscal year, which shall be from the first day of January to the last day of December.

(h) "**Initial Members**" shall mean, collectively, the Members of the Company identified in Section 3.1 of this Agreement, and "**Initial Member**" shall mean any one of such Initial Members.

(i) "**Iowa Act**" shall mean the Iowa Limited Liability Company Act, currently at Chapter 490A of the Code of Iowa, as amended from time to time.

(j) "**Managers**" shall mean, collectively, the manager elected or appointed from time to time in the manner provided in this Agreement, and **"Manager"** shall mean any one of such Managers.

(k) "**Members**" shall mean, collectively, the Initial Member, Additional Members and Substitute Members who are, as of a given time, a member of the Company, and "**Member**" shall mean any one of them.

(l) "**Net Profits**" shall mean, for each Fiscal Year, the net income and gains of the Company determined in accordance with generally accepted accounting principles consistently applied from year to year employed under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for United States federal income tax purposes, plus any income of the Company which is exempt from United States federal income tax under the Code, less any expenditures not deductible in computing the Company's taxable income and not properly chargeable to Capital Accounts under the Code.

(m) "**Net Losses**" shall mean, for each Fiscal Year, the net losses and deductions of the Company determined in accordance with generally accepted accounting principles consistently applied from year to year employed under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for United States federal income tax purposes, plus any expenditures not deductible in computing the Company's taxable income and not properly chargeable to Capital Accounts under the Code, less any income of the Company which is exempt from United States federal income tax under the Code.

(n) "**Person**" shall mean and include any firm, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, cooperative,

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

association and any other legal entity of whatever nature, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

(o) "**Regulatory Allocations**" shall mean the allocations pursuant to Sections 8.1(b), (c), (d) and (e) of this Agreement.

(p) "**Substitute Member**" shall mean any Person who or which is an assignee of a Unit or Units and who or which has been admitted as a Member of the Company with respect to such Unit or Units pursuant to the procedures set forth in Section 9.2 of this Agreement.

(q) "**Treasury Regulations**" shall mean the Income Tax Regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time.

(r) "**Units**" shall mean the capital units issued by the Company to its Members in return for Capital Contributions.

Other terms may be defined in other sections of this Agreement.

ARTICLE II
PURPOSE AND OPERATION OF THE COMPANY

2.1 Purposes. The Company shall have the authority to engage in any lawful business or businesses, and to engage in all other activities necessary, customary, convenient, or incident to any thereto.

ARTICLE III
UNITS OF INITIAL MEMBERS; CERTIFICATES

3.1 Units and Capital Contributions of Initial Members. The name and address of the Initial Member, and the number of Units to be issued to the Initial Member, is as follows:

Name and Address	No. of Units
Bret Harklau	100
Debra Harklau	100

The Capital Contribution to be made by the Initial Member for the above referenced Units is set forth in Schedule 1 to this Agreement. Each Initial Member shall be admitted as a Member of the Company with respect to the above referenced Units upon receipt by the Company of the Initial Member's Capital Contribution set forth in Schedule 1.

The Units of the Initial Member shall be represented by certificates.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

3.2 Certificates of Membership Interest. Units may be issued with or without certificates as determined and authorized by the Manager from time to time. Any certificates which are issued for Units shall be in such form as the Manager shall prescribe. All Units and the interests represented thereby shall in all events be issued and held upon and subject to all of the terms and conditions of this Agreement, and the Manager may require that any certificates which may be issued to evidence any Units shall bear a legend to such effect, in addition to any other legends as the Manager may require.

3.3 **Execution of Certificates.** All certificates for Units shall be numbered in the order in which they shall be issued and shall be signed by any Manager. The signature of a Manager upon a certificate may be by facsimile if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Company itself or an employee of the Company. In case any Manager who has signed or whose facsimile signature has been placed upon a certificate for the Company shall have ceased to be a Manager before such certificate is issued, the certificate may be issued by the Company with the same effect as if such prior Manager were still a Manager at the date of issue of the certificate.

3.4 **Cancellation.** Every certificate surrendered to the Company for exchange or transfer shall be canceled, and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so canceled, except in cases provided for in Section 3.5 of this Agreement; provided, however, that the Manager may in all events authorize the issuance of Units without certificates in exchange for any surrendered and canceled certificate. Every certificate surrendered to the Company for transfer shall be properly endorsed for transfer.

3.5 Lost, Destroyed, or Mutilated Certificates. In the event of the loss, theft or destruction of any certificate for any Unit, another may be issued in its place pursuant to such regulations as the Manager may establish concerning proof of such loss, theft or destruction and concerning the giving of satisfactory indemnity or bond or bonds of indemnity.

3.6 Unit Record and Ownership. A record shall be kept by the Company of the names and addresses of all Members and the number of Units held by each Member, and if the Units are represented by certificates, the respective dates thereof and in case of cancellation, the respective dates of cancellation. The Member in whose name Units stand on the books of the Company shall be deemed the owner thereof for all purposes as regards the Company.

3.7 Transfers of Units. Transfers of Units shall be made only on the books of the Company by the record holder thereof, or by such holder's attorney thereunto authorized by power of attorney duly executed and filed with the Company, and on surrender of the certificate or certificates for such Units, if any, properly endorsed and the payment of all transfer taxes thereon, if any. All Units and all interests represented thereby shall in all events be transferable only upon and subject to all of the terms and conditions of this Agreement.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

3.8 Regulations. The Manager may make such other rules and regulations as they may deem necessary or appropriate concerning the issue, transfer and registration of Units, so long as such rules and regulations are not inconsistent with the Certificate of Organization, this Agreement or applicable law.

ARTICLE IV
RIGHTS AND DUTIES OF MANAGERS

4.1 Qualifications of and General Powers of the Managers. The business and affairs of the Company shall be managed under the direction of the Managers. No Manager is required to be an officer or employee or a Member of the Company, or a resident of the State of Iowa. No Manager may delegate to any Person the Manager's rights and powers to manage and control the business and affairs of the Company, except only as provided in Section 4.11 of this Agreement with respect to the appointment of officers for the Company.

4.2 Number of and Election of Manager; Tenure. The number of Managers of the Company shall be one (1). The Managers shall be elected by the Members at the annual meeting of the Members, and each Manager shall hold office until the next succeeding annual meeting of the Members and until his or her successor shall have been elected and qualifies, or until his or her death, resignation or removal. The Members agree that their execution of this Agreement shall constitute the election of Bret Harklau as the initial Managers of the Company.

4.3 Quorum and Manner of Acting. A quorum for a meeting of the Managers shall consist of a majority of the Managers. If at any meeting of the Managers there be less than a quorum present, a majority of the Managers present may adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given.

At all meetings of the Managers, a quorum being present, the act of a majority of the total number of Managers then in office shall be the act of the Managers, including, without limitation, with respect to the matters addressed in Section 8.2 of this Agreement, unless the vote of a greater number is otherwise affirmatively and expressly required by the Iowa Act or other applicable law.

Any action required or permitted to be taken at a meeting of the Managers may be taken by all of the Managers and if one or more consents in writing describing the action so taken shall be signed by each Manager. Any such written consent shall be effective when the last Manager signs the consent, unless the consent specifies a different effective date. Any such written consent shall be placed in the minute book of the Company or otherwise retained in the records of the Company.

4.4 Meetings of Managers; Place of Meetings. Regular meetings of the Managers shall be held at such place and at such times as the Managers may be resolution fix and

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

determine from time to time. No notice shall be required for any such regular meeting of the Managers.

Special meetings of the Managers shall be held whenever called by the direction of the President (if a President has been appointed by the Managers) or by any one or more of the Managers at the time being in office. Notice of each special meeting shall be given to each Manager at least five (5) days before the date on which the meeting is to be held. Each notice shall state the date, time and place of the meeting. Unless otherwise stated in the notice thereof, any and all business may be transacted at a special meeting.

At any meeting at which every Manager is present, even without any notice, any business may be transacted.

A Manager may waive any notice required by law or this Agreement if the waiver is in writing and is signed by the Manager, and whether before or after the date and time stated in such notice. A waiver of notice shall be equivalent to notice in due time as required by law or this Agreement. The attendance of a Manager at, or participation in, a meeting shall constitute a waiver of notice of such meeting and of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Manager at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

A Manager who is present at a meeting of the Managers at which action on any matter is taken shall be presumed to have assented to the action taken unless the Manager's dissent is entered in the minutes of the meeting or unless the Manger files a written dissent to the action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the Secretary of the Company (if a Secretary has been appointed by the Managers) or the other Managers immediately after the adjournment of the meeting. No right to dissent shall be available, however, to a Manager who voted in favor of the action.

The Managers may hold their meetings at such place or places, either within or without the State of Iowa, as the Managers may from time to time determine. If no designation of the place for a meeting is made, the place of the meeting shall be the principal office of the Company in the State of Iowa.

A Manager may participate in any meeting by any means of communication, including, but not limited to, telephone conference call, by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by this means is deemed to be present in person at the meeting.

All business to be transacted at meetings of the Managers shall be transacted in such order as the Managers may from time to time determine. At all meetings of the Managers, the individuals designated by the vote of a majority of the total number of

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Managers then in office shall, respectively, preside over and act as chairperson of the meeting and act as secretary for the meeting.

The Managers may adopt rules and regulations for the conduct of their meetings and the management of the Company, so long as such rules and regulations are not inconsistent with the Certificate of Organization, this Agreement or applicable law.

4.5 No Liability. A Manager does not guarantee the return of any Member's Capital Contribution or Capital Account, any distributions to the Members or a profit for the Members from the operations of the Company. A Manager is not personally liable for the acts or omissions of or any debts, losses, liabilities, duties or obligations of the Company.

4.6 Managers Have No Exclusive Duty to Company. A Manager shall not be required to manage the Company as his or her sole and exclusive function, and a Manager may have other business interests and may engage in other activities in addition to those relating to the Company; provided, however, that this Section 4.6 is not intended to and shall not be construed as waiving, amending, modifying or altering any of the terms or conditions of any other agreement between any Manager and the Company which may prohibit, restrict or otherwise limit any interests or activities of the Manager. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in any other investments or activities of any Managers or to the income, proceeds or other benefits derived therefrom; provided again, however, that this Section 4.6 is not intended to and shall not be construed as waiving, amending, modifying or altering any of the terms or conditions of any other agreement between any Manager and the Company.

4.7 Resignation. Any Manager may resign at any time by giving written notice to each of the Members. The resignation of any Manager shall take effect upon receipt of the written notice thereof by any Member or at such later time as may be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.8 Removal. A Manager shall be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by this Agreement.

4.9 Vacancy. Any vacancy occurring for any reason in a Manager position (including, without limitation, through death, removal, resignation, or any other reason) shall be filled by the Members who had appointed the prior Manager in such manner as those Members from time to time determine. A Manager appointed to fill a vacancy shall continue to serve as a Manager until the earlier of his or her death, resignation or removal as otherwise provided in this Agreement.

4.10 Salary. The salaries, benefits and all other compensation of the Managers, in their capacity as Managers, shall be fixed from time to time by the vote of the Members holding a majority of the issued and outstanding Units, and no Manager shall be

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

prevented from receiving any salary, benefits or other compensation by reason of the fact that the Manager is also a Member of the Company or affiliated with any Member of the Company.

4.11 Officers. The Managers may, but are not required to, appoint themselves or other individuals (whether or not employees or Members of the Company) as officers of the Company, which may include, but shall not be limited to, any one or more of the following: (a) a President; (b) one or more Vice Presidents; (c) a Secretary; and (d) a Treasurer. The Managers may delegate their day-to-day management responsibilities to any such officers, as determined by the Managers from time to time, and such officers shall have the authority to contract for, negotiate on behalf of and otherwise represent the interests of the Company as so authorized by the Managers. Unless the Managers decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Iowa Business Corporation Act, the assignment of such a title to an individual shall constitute the delegation to that individual of the authority and duties that are normally associated with that office and that are set forth in the contract or resolution appointing such officer; subject, however, to any specific delegation of authority and duties or specific restriction on the authority and duties as may be made under or set forth in any such contract or resolution. The officers shall, in all events, be subject to the direction and control of the
Managers.

If the Managers determines to appoint an officer or officers for the Company, each such officer shall hold office until his or her successor shall have been duly chosen and shall qualify or until his or her death or until he or she shall resign or shall have been removed.

An officer may resign at any time by delivering written notice to the Secretary, if one has been appointed by the Managers, or, in the absence of a Secretary, to the Managers. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. Any officer may be removed by the Manager at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

4.12 Execution of Documents. The Managers may authorize any officer or officers or Manager or Managers to negotiate and enter into any agreement or contract and to negotiate, execute and deliver any instrument or document in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

4.13 Member Action Required. Without limiting any provisions of the Certificate of Organization, the Iowa Act or other applicable law which may require the vote of the Members with respect to any act or matter, neither the Managers nor any officer of the Company shall take, or cause to be taken, any of the following acts or matters without the vote of the requisite Members as otherwise provided in this Agreement:

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(a) the sale, lease, exchange or other transfer or disposition of, or the mortgage, pledge, or other grant of security interest in, all or substantially all of the assets of the Company;

(b) the merger or consolidation of the Company with or into another Person;

(c) the dissolution of the Company; or

(d) any other act or matter for which the vote of the Members is expressly required by the terms of this Agreement or the Iowa Act.

ARTICLE V
RIGHTS AND DUTIES OF MEMBERS

5.1 No Liability. A Member does not guarantee the return of any Member's Capital Contributions or Capital Account, any distributions to the Members, or a profit for the Members from the operations of the Company. A Member is not personally liable for the acts or omissions of or any debts, losses, liabilities, duties or obligations of the Company, except only to the extent of any unpaid Capital Contribution to the Company.

5.2 Members Have No Exclusive Duty to Company. A Member may have other business interests and may engage in other activities in addition to those relating to the Company; provided, however, that this Section 5.2 is not intended to and shall not be construed as waiving, amending, modifying or altering any of the terms or conditions of any other agreement between any Member and the Company which may prohibit, restrict or otherwise limit any interests or activities of the Member. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in any such other interests or activities of any of the Members or to the income, proceeds or other benefits derived therefrom; provided again, however, that this Section 5.2 is not intended to and shall not be construed as waiving, amending, modifying or altering any of the terms or conditions of any other agreement between any Member and the Company.

5.3 Company Books. The Managers shall maintain and preserve at the principal office of the Company relevant Company documents, including, but not limited to: (i) a current list of the full name and last known business address of each Member; (ii) a copy of the Certificate of Organization and all amendments thereto; (iii) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; (iv) a copy of this Agreement and all amendments thereto; and (v) copies of any financial statements of the Company for the three most recent years.

Each Member has the right, for any purpose reasonably related to the Member's interest as a Member of the Company, and upon reasonable request and during ordinary business hours, to (i) inspect and copy the above referenced Company documents at the Member's expense, and (ii) obtain from the Manager from time to time upon reasonable demand (a) true and full information regarding the state of the business and financial condition of the Company; (b) promptly after they become available, a copy of the

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Company's federal, state and local income tax returns for each year; and (c) other information regarding the affairs of the Company as is just and reasonable.

5.4 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or Capital Accounts or as to Net Profits, Net Losses or distributions. This Section 5.4 shall not, however, apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.5 Withdrawal of a Member. A Member may not and does not have the power or right to resign or withdraw from the Company prior to the dissolution and winding up of the Company, except only as may be otherwise expressly provided in this Agreement; and, provided, however, that a Member may resign and withdraw from the Company in the circumstances regarding an amendment to this Agreement or the Certificate of Organization as provided in, and otherwise in the manner as provided by, Section 490A.704A(3) of the Iowa Act.

No Member shall cease to be a Member of the Company because of the occurrence of any act or circumstance other than the sale and transfer of all of the Member's Units, including, without limitation, because of the occurrence of any of the acts or circumstances specified in Section 490A.712, subparagraphs 3 through 9, of the Iowa Act.

5.6 Member Authority Limited. Unless expressly authorized to do so by the Manager or by a properly authorized officer of the Company, no Member shall have any power or authority to bind the Company in any way or to render it liable pecuniarily for any purpose. No Member may delegate to any Person the Member's rights and powers to manage or control the business and affairs of the Company, except only with respect to the giving of a proxy as provided in Section 6.9 of this Agreement.

ARTICLE VI
MEETINGS OF MEMBERS; MANNER OF ACTING OF MEMBERS

6.1 Regular and Special Meetings of the Members. Regular meetings of the Members shall be held at such place and at such times as the Members may by resolution fix and determine from time to time. No notice shall be required for any regular meeting of the Members.

Special meetings of the Members, for any purpose or purposes, may be called by the Managers, by the President (if one has been appointed by the Managers), or by any Member or Members holding at least ten percent (10%) of the outstanding Units.

6.2 Place of Meetings. The Managers or the President (if one has been appointed by the Managers), or in the absence of a designation by the Managers or the President, the Members, may designate any place, either within or outside the State of Iowa, as the

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

place of meeting for any regular or special meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company in the State of Iowa.

6.3 Notice of Meetings. Except as provided in Section 6.1 of this Agreement with respect to regular meetings of the Members and in Sections 6.4 and 6.10 of this Agreement, written notice stating the place, day and hour of all meetings of the Members and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers, the President (if one has been appointed by the Managers) or the Members calling the meeting. If mailed, such notice shall be given as provided in Section 12.1 of this Agreement.

6.4 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Iowa, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

6.5 Record Date. The record date for the purpose of determining the Members entitled to notice of or to vote at any meeting of the Members shall be the date on which notice of the meeting is mailed, or if no notice is required to be given of such meeting, the date of the meeting. A determination of the Members entitled to notice of or to vote at any meeting of the Members which has been made as provided in this Section 6.5 shall also apply to any adjournment of such meeting.

6.6 Voting Rights of Members. The Members shall have one vote for each Unit held by them, and shall be entitled to vote on any matter on which the vote of the Members is taken or is required by the Certificate of Organization, this Agreement, the Iowa Act or other applicable law.

6.7 Quorum. Members holding a majority of the issued and outstanding Units, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. In the absence of a quorum at a meeting of the Members, the Members holding a majority of the outstanding Units represented at the meeting may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of the Members whose absence would cause less than a quorum.

6.8 Manner of Acting. The affirmative vote of the Members holding a majority of the issued and outstanding Units shall be the act of the Members with respect to all acts, matters, or other determinations to be made by the Members, including, without

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

limitation, with respect to the amendment of this Agreement or the Certificate of Organization.

At all meetings of the Members, the individual or individuals designated by the vote of the Members holding a majority of the issued and outstanding Units shall, respectively, preside at and act as chairperson of such meeting and act as secretary at such meeting. At all meetings of the Members, business shall be transacted in such order as the chairperson may from time to time determine.

The Members may adopt rules and regulations for the conduct of the meetings of the Members, so long as such rules and regulations are not inconsistent with the Certificate of Organization, this Agreement or applicable law.

6.9 Proxies. At all meetings of the Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Any such proxy must be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise expressly provided in the proxy.

6.10 Action by Members Without a Meeting; Telephonic Meetings. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting and without notice if the action is taken by all of the Members and if one or more written consents describing the action taken shall be signed by each Member. Any such written consent shall be effective when the last Member signs the consent, unless the consent specifies a different effective date. The record date for determining the Members entitled to take action without a meeting shall be the date the first Member signs a written consent. Any such written consent shall be placed in the minute book of the Company or otherwise retained in the records of the Company.

Members may participate in and hold a meeting by means of conference telephone or other telecommunications equipment or methods by means of which all of the Members participating in the meeting can simultaneously hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.11 Member Representative. Any Member that is not an individual shall designate and appoint one individual to act as the exclusive representative of the Member for all purposes related to the Company, including, without limitation, for purposes of participation of the Member in all meetings of the Members, the voting of the Units of the Member, the execution of any written consent evidencing action of the Members taken without a meeting, and the giving of a proxy by the Member. A Member may change the identity of the Member's representative at any time and from time to time, in the Member's sole discretion, but shall provide written notice thereof to the other Members.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Notwithstanding the foregoing, however, any representative of any Member may be removed as such, with or without cause, by the vote of the Members holding a majority of the issued and outstanding Units.

6.12 Waiver of Notice. A Member may waive any notice required by law or this Agreement if the waiver is in writing and is signed by the Member, and whether before or after the date and time stated in such notice. A waiver of notice shall be equivalent to notice in due time as required by law or this Agreement. The attendance of a Member (in person or by proxy) at, or participation in, a meeting shall constitute a waiver of notice of such meeting and of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

ARTICLE VII
CONTRIBUTIONS TO THE COMPANY, UNITS AND CAPITAL ACCOUNTS

7.1 Capital Contributions of the Initial Members. The Initial Member has previously contributed the respective Capital Contributions described in Section 3.1 of this Agreement for the number of Units set forth in Section 3.1 of this Agreement. No subsequent Capital Contributions may be required of the Initial Member.

7.2 Units; Issuance of Units to Additional Members. Each Member's Capital Contribution shall be represented by Units. An unlimited number of Units are hereby authorized.

The Initial Member shall receive the number of Units set forth in Section 3.1 of this Agreement. The number of Units issued to any Additional Member and the Capital Contribution for such Units shall be determined by the vote of the Managers as provided in Section 9.4 of this Agreement.

No Member shall have any preemptive or other right to acquire any Units as the Managers may from time to time determine to issue to any Person.

7.3 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (i) the amount of money contributed by such Member to the Company; (ii) the Gross Asset Value (as defined in Section 7.5 of this Agreement) of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (iii) the amount of Net Profits allocated to such Member. Each Member's Capital Account will be decreased

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

by (i) the amount of money distributed to such Member by the Company; (ii) the Gross Asset Value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); (iii) the amount of Net Losses allocated to such Member; and (iv) the Member's share of expenditures described in Section 705(a)(2)(B) of the Code.

(b) In the event of a sale or exchange of a Unit, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Unit, subject to Section 9.5 of this Agreement.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 7.3 is intended, and shall be construed, so as to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder, and in the event there exists any inconsistency, the Code and said Treasury Regulations shall control.

(d) Upon liquidation of the Company, distributions will be made to the Members in accordance with Section 10.2 of this Agreement.

7.4 No Demand of Member Capital. A Member shall not be entitled to demand or receive from the Company the liquidation of the Member's Units until the Company is dissolved in accordance with this Agreement, except only as may be otherwise expressly provided this Agreement; and, provided, however, that a Member may resign and withdraw from the Company in the circumstances regarding an amendment to this Agreement or the Certificate of Organization as provided in, and otherwise in the manner provided by, Section 490A.704A(3) of the Iowa Act.

7.5 Gross Asset Value. The term "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Managers;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (i) the acquisition of an additional Unit or Units by any Additional Member or existing Members in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Unit; and (iii) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to the preceding clauses (i) and (ii) shall be made only if the Managers determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by the Managers; and

(d) The Gross Asset Values of Company assets shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 7.5(d) to the extent that the Managers determine that an adjustment pursuant to Section 7.5(b) of this Agreement is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 7.5(d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Sections 7.5(a), 7.5(b) or 7.5(d) of this Agreement, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

ARTICLE VIII
ALLOCATIONS AND INCOME TAX; DISTRIBUTIONS

8.1 Allocations of Profits and Losses from Operations.

(a) Except as may be otherwise required by Section 704(c) of the Code, the Net Losses and Net Profits of the Company for each Fiscal Year shall be allocated among the Members pro rata based upon the respective number of Units held by the Members. Any credit available for income tax purposes shall be allocated among the Members in like fashion.

(b) Notwithstanding Section 8.1(a) above, no loss shall be allocated to a Member if such allocation would cause such Member's Adjusted Capital Account to become negative or to increase the negative balance thereof.

(c)(1) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit balance of the Adjusted Capital Account of such Member as quickly as possible, provided that an allocation pursuant to this Section 8.1(c)(1) shall only be made if and to the extent such Member would have a deficit balance in the Member's Adjusted Capital Account after all other allocations provided for in this Section 8.1 have been made as if this Section 8.1(c)(1) were not in this Agreement.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(2) In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, if any, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 8.1(c)(2) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 8.1 have been made as if Section 8.1(c)(1) hereof and this Section 8.1(c)(2) were not in this Agreement.

(d)(1) Except as otherwise provided in Section 1.704-2(f) of the Treasury Regulations, and notwithstanding any other provision of this Section 8.1, if there is a net decrease in partnership minimum gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Section 1.704-2(g) of the Treasury Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f)(6) and 1.704-20)(2) of the Treasury Regulations. This Section 8.1(d)(1) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(2) Except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, and notwithstanding any other provision of this Section 8.1, if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any Fiscal Year, each Member who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-20)(2) of the Treasury Regulations. This Section 8.1(d)(2) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(3) Nonrecourse deductions for any Fiscal Year shall be specially allocated among the Members pro rata based upon the respective number of Units held by the Members.

(4) Any partner nonrecourse deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the partner nonrecourse debt to which such partner nonrecourse deductions are attributable in accordance with Section 1.704-2(i)(1) of the Treasury Regulations.

(e) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(f) Notwithstanding any other provision of this Agreement, the Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 8.1(f) shall only be made with respect to allocations pursuant to Section 8.1(e) hereof to the extent the Managers determine that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(g) The Managers shall have discretion, with respect to each Fiscal Year, to (i) apply the provisions of Section 8.1(f) of this Agreement in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Section 8.1(f) of this Agreement among the Members in a manner that is likely to minimize such economic distortions.

8.2 Distributions. All distributions of cash or other property to the Members shall be made to the Members pro rata based upon the respective number of Units held by the Members. All such distributions shall only be made in such amounts and at such times as are determined by the vote of the Managers from time to time, but subject to Section 8.3 of this Agreement.

The date on which the resolution declaring a distribution to the Members is adopted by the Managers shall be the record date for the determination of the Members entitled to receive payment of the distribution.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

All amounts withheld pursuant to the Code or any provisions of foreign, federal, state or local tax law with respect to any payment or distribution to any Member or Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 8.2.

This Section 8.2 is not applicable to distributions payable to the Members upon the dissolution and liquidation of the Company, which distributions are governed by Section 10.2 of this Agreement.

8.3 Limitation Upon Distributions. No distribution shall be declared and paid to any Member pursuant to Section 8.2 of this Agreement if, after the distribution is made: (i) the Company would not be able to pay its debts as they became due in the usual course of business, or (ii) the Company's total assets would be less than the sum of its total liabilities, plus the amount that would be needed (if any), if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members whose preferential rights are superior to the rights of the Members receiving the distribution.

8.4 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on the Member's Capital Contribution or to the return of the Member's Capital Contribution, except only as may be otherwise expressly provided in this Agreement.

8.5 Loans to Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

8.6 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns shall be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year. All elections permitted to be made by the Company under federal, state or foreign laws shall be made by the Managers.

8.7 Tax Matters Partner. The manager is hereby designated the Tax Matters Partner of the Company for purposes of Chapter 63 of the Code and the Treasury Regulations thereunder. The Tax Matters Partner may be changed from time to time by the Managers.

ARTICLE IX
TRANSFERABILITY OF UNITS; SUBSTITUTE MEMBERS; ADDITIONAL MEMBERS

9.1 Assignment of Units. A Member may not assign the Member's Units, in whole or in part, or pledge, grant a security interest, lien, or other encumbrance in or against any or all of the Member's Units (with each and all of the foregoing generally referred to in this Article as an "assignment"), without the consent of the Members holding at least a

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

majority of the outstanding Units. The Member assigning the Units in question shall vote upon and be included in determining whether such required consent has been obtained. An assignment of a Unit made in accordance with this Agreement only entitles the assignee to receive the distributions to which the assignor would have otherwise been entitled to with respect to such Unit, unless and until the assignee also complies with Section 9.2 of this Agreement.

9.2 Right of Assignee to Become a Substitute Member. An assignee of a Unit pursuant to an assignment made pursuant to and upon the terms and conditions of this Agreement may become a Substitute Member upon the execution of an agreement, in form and content acceptable to the Managers, accepting and adopting the terms and conditions of the Certificate of Organization, and this Agreement, and no vote or consent of any of the Managers or the Members shall be necessary in order for such an assignee to become a Substitute Member. An assignee shall be admitted as a Substitute Member upon such assignee's execution and delivery to the Company of such agreement. An assignee who has become a Substitute Member has, with respect to the Units assigned, the rights and powers, and is subject to all of the restrictions and liabilities, of a Member under the Certificate of Organization, this Agreement and the Iowa Act.

9.3 Assignments Not in Compliance With this Agreement. An assignee or transferee of Units pursuant to an assignment or other transfer which was not made pursuant to and upon the terms and conditions of this Agreement shall not have any rights whatsoever as a Member (including, without limitation, to receive distributions, any notices to Members, to vote, or otherwise) unless and until such assignee or transferee has complied with the terms and conditions of this Agreement, and such assignment or other transfer shall be of no force and effect whatsoever unless and until such compliance has been obtained and satisfied.

9.4 Admission of Additional Members. A Person may become an Additional Member in the Company by the sale of such number of Units and for such Capital Contribution and upon such other terms and conditions as determined by the vote of the Managers. An Additional Member shall be admitted as a Member of the Company upon receipt by the Company of (i) the Additional Member's Capital Contribution, and (ii) an executed addendum or other agreement satisfactory to the Manager whereby the Additional Member accepts, adopts and otherwise becomes a party to this Agreement; or at such earlier or later date as may be specified by the Managers at the time of acceptance of the Additional Member's Capital Contribution. No subsequent Capital Contributions may be required of any Additional Member unless otherwise agreed at the time of, or as imposed as a condition to, the issuance of Units to such Additional Member.

9.5 Allocations to Assignees and to Additional Members and Substitute Members. No assignee of a Unit, Additional Member or Substitute Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Managers may, at their option, at the time an assignee, Additional Member or Substitute Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

deductions to the assignee, Additional Member or Substitute Member for that portion of the Company's Fiscal Year in which the assignee, Additional Member or Substitute Member was admitted, in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE X
DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

(a) at the time or on the happening of an event specified in the Iowa Act, the Certificate of Organization or this Agreement to cause dissolution, if any; or

(b) upon the affirmative vote of the Members holding a majority of the issued and outstanding Units.

10.2 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be distributed in the following order:

(a) to creditors, including Members who are creditors (to the extent permitted by law) in satisfaction of the liabilities of the Company, other than for distributions to Members under Sections 490A.803 or 490A.805 of the Iowa Act;

(b) to the Members and former members of the Company in satisfaction of liabilities for distributions under Sections 490A.803 or 490A.805 of the Iowa Act;

(c) to the Members in proportion to, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the Company's Fiscal Year in which the liquidation occurs; and then

(d) to the Members, pro rata based upon the respective number of Units held by the Members.

10.3 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or reasonably adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed and filed with the Iowa Secretary of State. Thereafter, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as may be expressly provided in the Iowa Act. The Managers shall have authority to distribute any property of the Company discovered after dissolution, convey real estate and take all such other action as the Managers may determine to be necessary or appropriate on behalf of and in the name of the Company.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

10.4 Winding Up. Except as provided by law, upon dissolution each Member shall look solely to the assets of the Company for the return of the Member's Capital Account. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Account of a Member, or to pay any distributions owed to the Member, such Member shall have no recourse against any of the Company, any Manager or any other Member. Further, no Member shall be required to restore any deficit in the Member's Capital Account and such deficit shall not be treated as an asset of the Company. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Managers, who are hereby authorized to take all actions necessary or appropriate to accomplish such winding up and distribution, including, without limitation, selling any assets of the Company the Managers deem necessary or appropriate to sell.

ARTICLE XI
INDEMNIFICATION

Each person who is or was a Manager, Member or officer of the Company who was or is made a party to or a witness in, or is threatened to be made a party to or a witness in, any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including a grand jury proceeding) and whether formal or informal, by reason of the fact that such Person (i) is or was a Manager, Member or officer of the Company; or (ii) while a Manager, Member or officer of the Company, is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise, shall be indemnified and held harmless by the Company with respect to such claim, action, suit or proceeding to the maximum extent allowed by law, including, without limitation, against reasonable costs and expenses (including attorneys' fees), judgments, fines, penalties (including an excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such Person in connection with such claim, action, suit or proceeding or any appeal thereof; provided, however, that except with respect to proceedings seeking to enforce indemnification under this Article, entitlement to such indemnification shall be conditioned upon the Company being afforded the opportunity to participate directly on behalf of such Person in such claim, action, suit or proceeding or any settlement discussions relating thereto, and with respect to any settlement or other nonadjudicated disposition of any threatened or pending claim, action, suit or proceeding, entitlement to indemnification shall be further conditioned upon the prior approval by the Company of the proposed settlement or other nonadjudicated disposition. Approval or disapproval by the Company of any proposed settlement or other nonadjudicated disposition shall not subject the Company to any liability to or require indemnification or reimbursement of any Person who the Company would not otherwise have been required to indemnify or reimburse.

The right to indemnification conferred in this Article shall include the right to payment or reimbursement by the Company of reasonable expenses incurred in

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

connection with any such claim, action, suit or proceeding in advance of its final disposition; provided, however, that the payment or reimbursement of such expenses in advance of the final disposition of such claim, action, suit or proceeding shall be made only upon delivery to the Company of: (i) a written undertaking by or on behalf of the Person claiming indemnification under this Article to repay all amounts so advanced if it shall ultimately be determined that such Person is not entitled to be indemnified under this Article or otherwise, and (ii) a written affirmation of such Person's good faith belief that such Person has met the applicable standard of conduct necessary to require indemnification by the Company pursuant to this Article or otherwise.

This Article shall be deemed a contract between the Company and each person who is a Manager, Member or officer of the Company at any time while this Article and the relevant provisions of the Iowa Limited Liability Company Act, the Iowa Business Corporation Act or other applicable law are in effect, and any repeal or modification of the Iowa Limited Liability Company Act, the Iowa Business Corporation Act or other applicable law or of this Article shall not adversely affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any claim, action, suit or proceeding theretofore or thereafter brought or threatened based, in whole or in part, upon any such state of facts.

The Company may, by action of the Managers, provide indemnification to such of the employees and agents of the Company to such extent and to such effect as the Managers shall determine to be appropriate and authorized by applicable law, as the same now exists or as it may hereafter be amended.

Except only as may be limited by the affirmative requirements of applicable law, the indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights which a Person seeking indemnification or advancement of expenses may have or hereafter acquire or become entitled to under any statute, provision of the Certificate of Organization, this Agreement or another agreement, or otherwise.

This Article shall be applicable to all claims, actions, suits or proceedings commenced after the effective date hereof, whether arising from acts or omissions occurring before or after the effective date hereof. Each person who is now serving or who shall hereafter serve as a Manager or officer of the Company or who is a Member shall be deemed to be doing so in reliance upon the rights of indemnification provided for in this Article, and such rights of indemnification shall continue as to a Person who has ceased to be a Manager, Member or officer of the Company, as the case may be, and shall inure to the benefit of the heirs, executors, legal or personal representatives, administrators, and successors of such a Person. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Manager, Member and officer of the Company to the maximum extent permitted by any applicable portion of this Article that shall not have been invalidated.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Notwithstanding anything in this Article to the contrary, the Company shall (except with respect to proceedings initiated to enforce rights of indemnification to which a Person is entitled under this Article or otherwise) indemnify a Person in connection with a claim, action, suit or proceeding (or part thereof) initiated by such Person only if the initiation of such claim, action, suit or proceeding (or part thereof) was authorized by the Managers.

The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was a Manager, Member, officer, employee or agent of the Company, or while a Manager, Member or officer of the Company, is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise, against any liability asserted against such Person and incurred by such Person in such capacity, or arising out of such Person's status as such, and whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Article, the Iowa Limited Liability Company Act, the Iowa Business Corporation Act or otherwise. The Company may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or similar arrangements), as well as enter into contracts providing for indemnification to the maximum extent permitted by law and including as a part thereof any or all of the foregoing, to ensure the payment of such sums as may be necessary to effect full indemnification. The Company's obligation to make indemnification and pay expenses pursuant to this Article shall be in excess of any insurance purchased and maintained by the Company and such insurance shall be primary. To the extent that indemnity or expenses of a Person entitled to indemnification and payment of expenses pursuant to this Article are paid on behalf of or to such Person by such insurance, such payments shall be deemed to be in satisfaction of the Company's obligation to such Person to make indemnification and pay expenses pursuant to this Article.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Notices. All notices, demands, requests and other communications desired or required to be given hereunder ("Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three business days after depositing the Notice in the United States mail as set forth in the preceding paragraph.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

All Notices to a Member shall be addressed to the address of the Member as it appears in the Company's records, and all Notices to the Company shall be sent to the registered agent and office of the Company as set forth in the records of the Iowa Secretary of State, or to such other Persons or at such other place as the Member or the Company, as the case may be, may by Notice designate as a place for service of Notice.

12.2 Application of Iowa Law. All rights and obligations arising out of or related to this Agreement, and the application and interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Iowa, and specifically the Iowa Act, but without regard to provisions thereof relating to conflicts of law.

12.3 Waiver of Action for Partition. Each Member irrevocably waives any right that the Member may have to maintain any action for partition with respect to the property of the Company.

12.4 Execution of Additional Instruments and Voting. Each Member agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations, or to evidence the Managers' authority hereunder.

12.5 Construction. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" shall refer to this entire Agreement and not to any particular article, section, paragraph or provision. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

12.6 Headings and Captions. The headings, captions or titles of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

12.7 No Waiver. No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Except as may be otherwise expressly provided herein, the remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

12.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable as written, but valid, legal and enforceable if modified, then such provision shall be deemed to be

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

amended to such extent as shall be necessary for such provision to be valid, legal and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12.9 Binding Effect on Heirs, Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Company, the Managers, the Members and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Company, the Managers, the Members, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, liabilities or obligations under or by reason of this Agreement.

12.10 Creditors. None of the provisions of this Agreement are for the benefit of or enforceable by any creditor of the Company.

12.11 Counterparts. This Agreement may be executed by one or more of the Members on any number of separate counterparts (including by facsimile transmission), and said counterparts taken together shall be deemed to constitute one and the same Agreement.

12.12 Entire Agreement. The Certificate of Organization, this Agreement and all exhibits and schedules hereto constitute the entire agreement pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings in connection with the subject matters hereof All exhibits and schedules are incorporated into this Agreement as if set forth in their entirety and constitute a part hereof.

12.13 Federal Income Tax Elections. The Managers, on behalf of the Company, may make all elections for federal income tax purposes, including, but not limited to, the following:

(a) To the extent permitted by applicable law and regulations, to elect to use an accelerated depreciation method on any depreciable unit of the assets of the Company: and

(b) In case of a transfer of all or part of any - Unit of any Member, to elect, pursuant to Sections 734, 743 and 754 of the Code, to adjust the basis of the assets of the Company.

12.14 Indemnification. In addition to any other indemnities provided for herein or otherwise available at law, in equity or otherwise, each Member shall defend, indemnify and hold the Company and each of the other Members harmless from and against any-loss, claim, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and court costs) arising in connection with or resulting from

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

any breach of warranty, misrepresentation or nonfulfillment of any agreement on the part of the Member under this Agreement.

IN WITNESS WHEREOF, this Agreement is made and entered into as of the day and year first above written.

HARKLAU LEASING, LLC

By: _____
Bret Harklau, Manager

MEMBERS:

_____
Bret Harklau

_____
Debra Harklau

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Schedule 1

Member	Units	Capital Contribution
Bret Harklau	100	
Debra Harklau	100	

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

CERTIFICATION OF TRUST

NAME OF TRUST:	**NICK F. JOHNSON REVOCABLE TRUST**
SETTLOR:	**NICK F. JOHNSON**
TRUSTEES:	**NICK F. JOHNSON**
SUCCESSOR TRUSTEE:	**ANNETTE R. JOHNSON & KALVIN JOHNSON**
SECOND SUCCESSOR TRUSTEE:	**ASHLEY TWEDT FOR ANNETTE JOHNSON** **KARA WALDORF FOR KALVIN JOHNSON**
DATE OF TRUST:	**FEBRUARY 24, 2020**

Trust Provisions

The following are summaries of key provisions contained in the above-named Revocable Trust and may be fully relied on as being accurate and current by persons dealing with the Trust:

1. During the lifetime of the Settlor, the Settlor is Settlor and Beneficiary of the Trust. Settlor has the full power to amend or revoke the Trust, including removal of the trustee, during his lifetime pursuant to Article II of the Trust Agreement; provided such action is in writing and signed and dated by the Settlor.

2. Pursuant to the Trust Agreement, Nick F. Johnson is the trustee of the Nick F. Johnson Revocable Trust Agreement dated February 24, 2020, which was executed by Nick F. Johnson, as Settlor, on February 24, 2020. Annette R. Johnson and Kalvin Johnson are the successor trustees of the Nick F. Johnson Revocable Trust Agreement dated February 24, 2020. Ashley Twedt is the second successor trustee to Annette R. Johnson, and Kara Waldorf is the second successor trustee to Kalvin Johnson, of the Nick F. Johnson Revocable Trust Agreement dated February 24, 2020.

3. In lieu of providing a copy of the trust instrument to establish the existence or terms of the trust, I hereby certify that Nick F. Johnson is the currently acting trustee of the Trust and the trustee and subsequent successor trustees, have all powers set forth in the Iowa Trustee's Power Act, including, without limitation, the power and authority to convey, mortgage or encumber real property.

I hereby further certify that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification of trust to be incorrect.

I hereby swear that the above certification is correct under penalty of perjury.

Dated: February 24th, 2020.

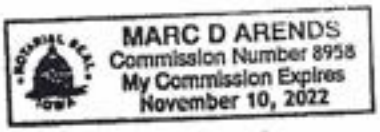
Nick F. Johnson, Settlor

Nick F. Johnson, Trustee

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

STATE OF IOWA)
) SS.
COUNTY OF HUMBOLDT)

On this 24 day of February, 2020, before me, a notary public in and for the State of Iowa, personally appeared Nick F. Johnson, which is the trustee of the NICK F. JOHNSON REVOCABLE TRUST, who, under penalty of perjury, acknowledged that he swore to and subscribed the above Certification of Trust as his voluntary act and deed.



Notary Public in and for the State of Iowa

This instrument was prepared by:

Marc D. Arends
Arends, Lee, Emick, Legvold & Myott, PLC
520 Sumner Avenue
P.O. Box 644
Humboldt, IA 50548
Phone: (515) 332-4093
Facsimile: (515) 332-4642
Email: allaw@arendslee.com

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Electronic Articles of Organization For Florida Limited Liability Company

L22000452208
FILED 8:00 AM
October 20, 2022
Sec. Of State
amrivers

Article I

The name of the Limited Liability Company is:

EAST NAPLES CAR CONDO TLR, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

13180 LIVINGSTON RD
SUITE 204
NAPLES, FL. 34109

The mailing address of the Limited Liability Company is:

13180 LIVINGSTON RD
SUITE 204
NAPLES, FL. 34109

Article III

The name and Florida street address of the registered agent is:

RANDY JOHNS
13180 LIVINGSTON RD
SUITE 204
NAPLES, FL. 34109

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: RANDY JOHNS

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Article IV

L22000452208
FILED 8:00 AM
October 20, 2022
Sec. Of State
amrivers

The name and address of person(s) authorized to manage LLC:

Title: AMBR
RANDY JOHNS
13180 LIVINGSTON RD, STE 204
NAPLES, FL. 34109

Title: AMBR
TYLER JOHNS
13180 LIVINGSTON RD, STE 204
NAPLES, FL. 34109

Signature of member or an authorized representative

Electronic Signature: RANDY JOHNS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

DAVIDSON ENGINEERING

HARKLAU STORAGE CONDITIONAL USE
CONDITIONS OF APPROVAL

This document provides a list of conditions of approval proposed for the Harklau Storage Conditional Use.

1. The maximum total daily trip generation for the CU shall not exceed 31 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.
2. Hours of access shall be 24 hours a day, 7 days a week with no overnight stays or overnight parking outside units permitted.
3. No direct access on Floridian Avenue shall be provided.
4. No outdoor noise amplification shall be permitted.
5. Enhanced Landscape Buffers indicated on the conceptual site plan shall contain at a minimum the landscaping required for a Type B Buffer per the Collier County Land Development Code and enhance this through the inclusion of of a minimum of five canopy trees (palm trees may not substituted for canopy trees) per 100 linear feet a minimum of 10 feet in height, and a double staggered hedge row planted 4 feet off center maintained to form a 36-inch high continuous visual screen within one year of planting.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

OPERATING AGREEMENT

OF

HARKLAU LEASING, LLC

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of the 29th day of August, 2011, by Bret Harklau and Debra Harklau and each person (as that term is defined below) who may hereafter become a Member (as that term is defined below) of Harklau Leasing, LLC (the "Company").

WHEREAS, Bret Harklau and Debra Harklau are the Initial Members of the Company, and desire to adopt and enter into this Agreement to regulate the affairs of the Company, the conduct of its business, and the relations of its Members.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the Members agree as follows:

ARTICLE I
DEFINITIONS

1.1. Definitions. The following terms shall have the following meanings for purposes of this Agreement (unless otherwise expressly provided herein):

(a) "**Additional Member**" shall mean any Person who or which is issued Units and is admitted as a Member of the Company pursuant to the procedures set forth in Section 9.4 of this Agreement at any time after the date of this Agreement, other than the Initial Member and any Substitute Members (as those terms are defined below).

(b) "**Adjusted Capital Account**" shall mean, with respect to each Member, the Member's Capital Account (as that term is defined below) as adjusted by the items described in Sections 1.704-2(g)(1), 1.704-2(i)(5) and 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations (as that term is defined below).

(c) "**Certificate of Organization**" shall mean the certificate of organization of the Company, as the same may be amended from time to time.

(d) "**Capital Account**" shall mean, with respect to each Member, the Capital Contributions (as that term is defined below) to the Company by the Member as of a given date, as adjusted up to the date in question pursuant to Article VII below.

(e) "**Capital Contribution**" shall mean any cash, property, or services rendered, or a promissory note or other binding obligation to contribute cash or property or to perform services, which a Member contributes to the capital of the Company in the capacity of a Member, whenever the same be made.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(f) "**Code**" shall mean the United States Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding United States federal revenue laws.

(g) **"Fiscal Year"** shall mean the Company's fiscal year, which shall be from the first day of January to the last day of December.

(h) "**Initial Members**" shall mean, collectively, the Members of the Company identified in Section 3.1 of this Agreement, and "**Initial Member**" shall mean any one of such Initial Members.

(i) "**Iowa Act**" shall mean the Iowa Limited Liability Company Act, currently at Chapter 490A of the Code of Iowa, as amended from time to time.

(j) "**Managers**" shall mean, collectively, the manager elected or appointed from time to time in the manner provided in this Agreement, and **"Manager"** shall mean any one of such Managers.

(k) "**Members**" shall mean, collectively, the Initial Member, Additional Members and Substitute Members who are, as of a given time, a member of the Company, and "**Member**" shall mean any one of them.

(l) "**Net Profits**" shall mean, for each Fiscal Year, the net income and gains of the Company determined in accordance with generally accepted accounting principles consistently applied from year to year employed under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for United States federal income tax purposes, plus any income of the Company which is exempt from United States federal income tax under the Code, less any expenditures not deductible in computing the Company's taxable income and not properly chargeable to Capital Accounts under the Code.

(m) "**Net Losses**" shall mean, for each Fiscal Year, the net losses and deductions of the Company determined in accordance with generally accepted accounting principles consistently applied from year to year employed under the cash method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for United States federal income tax purposes, plus any expenditures not deductible in computing the Company's taxable income and not properly chargeable to Capital Accounts under the Code, less any income of the Company which is exempt from United States federal income tax under the Code.

(n) "**Person**" shall mean and include any firm, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, cooperative,

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

association and any other legal entity of whatever nature, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

(o) "**Regulatory Allocations**" shall mean the allocations pursuant to Sections 8.1(b), (c), (d) and (e) of this Agreement.

(p) "**Substitute Member**" shall mean any Person who or which is an assignee of a Unit or Units and who or which has been admitted as a Member of the Company with respect to such Unit or Units pursuant to the procedures set forth in Section 9.2 of this Agreement.

(q) "**Treasury Regulations**" shall mean the Income Tax Regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time.

(r) "**Units**" shall mean the capital units issued by the Company to its Members in return for Capital Contributions.

Other terms may be defined in other sections of this Agreement.

ARTICLE II
PURPOSE AND OPERATION OF THE COMPANY

2.1 Purposes. The Company shall have the authority to engage in any lawful business or businesses, and to engage in all other activities necessary, customary, convenient, or incident to any thereto.

ARTICLE III
UNITS OF INITIAL MEMBERS; CERTIFICATES

3.1 Units and Capital Contributions of Initial Members. The name and address of the Initial Member, and the number of Units to be issued to the Initial Member, is as follows:

Name and Address	No. of Units
Bret Harklau	100
Debra Harklau	100

The Capital Contribution to be made by the Initial Member for the above referenced Units is set forth in Schedule 1 to this Agreement. Each Initial Member shall be admitted as a Member of the Company with respect to the above referenced Units upon receipt by the Company of the Initial Member's Capital Contribution set forth in Schedule 1.

The Units of the Initial Member shall be represented by certificates.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

3.2 Certificates of Membership Interest. Units may be issued with or without certificates as determined and authorized by the Manager from time to time. Any certificates which are issued for Units shall be in such form as the Manager shall prescribe. All Units and the interests represented thereby shall in all events be issued and held upon and subject to all of the terms and conditions of this Agreement, and the Manager may require that any certificates which may be issued to evidence any Units shall bear a legend to such effect, in addition to any other legends as the Manager may require.

3.3 **Execution of Certificates.** All certificates for Units shall be numbered in the order in which they shall be issued and shall be signed by any Manager. The signature of a Manager upon a certificate may be by facsimile if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Company itself or an employee of the Company. In case any Manager who has signed or whose facsimile signature has been placed upon a certificate for the Company shall have ceased to be a Manager before such certificate is issued, the certificate may be issued by the Company with the same effect as if such prior Manager were still a Manager at the date of issue of the certificate.

3.4 **Cancellation.** Every certificate surrendered to the Company for exchange or transfer shall be canceled, and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so canceled, except in cases provided for in Section 3.5 of this Agreement; provided, however, that the Manager may in all events authorize the issuance of Units without certificates in exchange for any surrendered and canceled certificate. Every certificate surrendered to the Company for transfer shall be properly endorsed for transfer.

3.5 Lost, Destroyed, or Mutilated Certificates. In the event of the loss, theft or destruction of any certificate for any Unit, another may be issued in its place pursuant to such regulations as the Manager may establish concerning proof of such loss, theft or destruction and concerning the giving of satisfactory indemnity or bond or bonds of indemnity.

3.6 Unit Record and Ownership. A record shall be kept by the Company of the names and addresses of all Members and the number of Units held by each Member, and if the Units are represented by certificates, the respective dates thereof and in case of cancellation, the respective dates of cancellation. The Member in whose name Units stand on the books of the Company shall be deemed the owner thereof for all purposes as regards the Company.

3.7 Transfers of Units. Transfers of Units shall be made only on the books of the Company by the record holder thereof, or by such holder's attorney thereunto authorized by power of attorney duly executed and filed with the Company, and on surrender of the certificate or certificates for such Units, if any, properly endorsed and the payment of all transfer taxes thereon, if any. All Units and all interests represented thereby shall in all events be transferable only upon and subject to all of the terms and conditions of this Agreement.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

3.8 Regulations. The Manager may make such other rules and regulations as they may deem necessary or appropriate concerning the issue, transfer and registration of Units, so long as such rules and regulations are not inconsistent with the Certificate of Organization, this Agreement or applicable law.

ARTICLE IV
RIGHTS AND DUTIES OF MANAGERS

4.1 Qualifications of and General Powers of the Managers. The business and affairs of the Company shall be managed under the direction of the Managers. No Manager is required to be an officer or employee or a Member of the Company, or a resident of the State of Iowa. No Manager may delegate to any Person the Manager's rights and powers to manage and control the business and affairs of the Company, except only as provided in Section 4.11 of this Agreement with respect to the appointment of officers for the Company.

4.2 Number of and Election of Manager; Tenure. The number of Managers of the Company shall be one (1). The Managers shall be elected by the Members at the annual meeting of the Members, and each Manager shall hold office until the next succeeding annual meeting of the Members and until his or her successor shall have been elected and qualifies, or until his or her death, resignation or removal. The Members agree that their execution of this Agreement shall constitute the election of Bret Harklau as the initial Managers of the Company.

4.3 Quorum and Manner of Acting. A quorum for a meeting of the Managers shall consist of a majority of the Managers. If at any meeting of the Managers there be less than a quorum present, a majority of the Managers present may adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given.

At all meetings of the Managers, a quorum being present, the act of a majority of the total number of Managers then in office shall be the act of the Managers, including, without limitation, with respect to the matters addressed in Section 8.2 of this Agreement, unless the vote of a greater number is otherwise affirmatively and expressly required by the Iowa Act or other applicable law.

Any action required or permitted to be taken at a meeting of the Managers may be taken by all of the Managers and if one or more consents in writing describing the action so taken shall be signed by each Manager. Any such written consent shall be effective when the last Manager signs the consent, unless the consent specifies a different effective date. Any such written consent shall be placed in the minute book of the Company or otherwise retained in the records of the Company.

4.4 Meetings of Managers; Place of Meetings. Regular meetings of the Managers shall be held at such place and at such times as the Managers may be resolution fix and

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

determine from time to time. No notice shall be required for any such regular meeting of the Managers.

Special meetings of the Managers shall be held whenever called by the direction of the President (if a President has been appointed by the Managers) or by any one or more of the Managers at the time being in office. Notice of each special meeting shall be given to each Manager at least five (5) days before the date on which the meeting is to be held. Each notice shall state the date, time and place of the meeting. Unless otherwise stated in the notice thereof, any and all business may be transacted at a special meeting.

At any meeting at which every Manager is present, even without any notice, any business may be transacted.

A Manager may waive any notice required by law or this Agreement if the waiver is in writing and is signed by the Manager, and whether before or after the date and time stated in such notice. A waiver of notice shall be equivalent to notice in due time as required by law or this Agreement. The attendance of a Manager at, or participation in, a meeting shall constitute a waiver of notice of such meeting and of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Manager at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

A Manager who is present at a meeting of the Managers at which action on any matter is taken shall be presumed to have assented to the action taken unless the Manager's dissent is entered in the minutes of the meeting or unless the Manger files a written dissent to the action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail to the Secretary of the Company (if a Secretary has been appointed by the Managers) or the other Managers immediately after the adjournment of the meeting. No right to dissent shall be available, however, to a Manager who voted in favor of the action.

The Managers may hold their meetings at such place or places, either within or without the State of Iowa, as the Managers may from time to time determine. If no designation of the place for a meeting is made, the place of the meeting shall be the principal office of the Company in the State of Iowa.

A Manager may participate in any meeting by any means of communication, including, but not limited to, telephone conference call, by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by this means is deemed to be present in person at the meeting.

All business to be transacted at meetings of the Managers shall be transacted in such order as the Managers may from time to time determine. At all meetings of the Managers, the individuals designated by the vote of a majority of the total number of

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Managers then in office shall, respectively, preside over and act as chairperson of the meeting and act as secretary for the meeting.

The Managers may adopt rules and regulations for the conduct of their meetings and the management of the Company, so long as such rules and regulations are not inconsistent with the Certificate of Organization, this Agreement or applicable law.

4.5 No Liability. A Manager does not guarantee the return of any Member's Capital Contribution or Capital Account, any distributions to the Members or a profit for the Members from the operations of the Company. A Manager is not personally liable for the acts or omissions of or any debts, losses, liabilities, duties or obligations of the Company.

4.6 Managers Have No Exclusive Duty to Company. A Manager shall not be required to manage the Company as his or her sole and exclusive function, and a Manager may have other business interests and may engage in other activities in addition to those relating to the Company; provided, however, that this Section 4.6 is not intended to and shall not be construed as waiving, amending, modifying or altering any of the terms or conditions of any other agreement between any Manager and the Company which may prohibit, restrict or otherwise limit any interests or activities of the Manager. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in any other investments or activities of any Managers or to the income, proceeds or other benefits derived therefrom; provided again, however, that this Section 4.6 is not intended to and shall not be construed as waiving, amending, modifying or altering any of the terms or conditions of any other agreement between any Manager and the Company.

4.7 Resignation. Any Manager may resign at any time by giving written notice to each of the Members. The resignation of any Manager shall take effect upon receipt of the written notice thereof by any Member or at such later time as may be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.8 Removal. A Manager shall be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by this Agreement.

4.9 Vacancy. Any vacancy occurring for any reason in a Manager position (including, without limitation, through death, removal, resignation, or any other reason) shall be filled by the Members who had appointed the prior Manager in such manner as those Members from time to time determine. A Manager appointed to fill a vacancy shall continue to serve as a Manager until the earlier of his or her death, resignation or removal as otherwise provided in this Agreement.

4.10 Salary. The salaries, benefits and all other compensation of the Managers, in their capacity as Managers, shall be fixed from time to time by the vote of the Members holding a majority of the issued and outstanding Units, and no Manager shall be

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

prevented from receiving any salary, benefits or other compensation by reason of the fact that the Manager is also a Member of the Company or affiliated with any Member of the Company.

4.11 Officers. The Managers may, but are not required to, appoint themselves or other individuals (whether or not employees or Members of the Company) as officers of the Company, which may include, but shall not be limited to, any one or more of the following: (a) a President; (b) one or more Vice Presidents; (c) a Secretary; and (d) a Treasurer. The Managers may delegate their day-to-day management responsibilities to any such officers, as determined by the Managers from time to time, and such officers shall have the authority to contract for, negotiate on behalf of and otherwise represent the interests of the Company as so authorized by the Managers. Unless the Managers decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Iowa Business Corporation Act, the assignment of such a title to an individual shall constitute the delegation to that individual of the authority and duties that are normally associated with that office and that are set forth in the contract or resolution appointing such officer; subject, however, to any specific delegation of authority and duties or specific restriction on the authority and duties as may be made under or set forth in any such contract or resolution. The officers shall, in all events, be subject to the direction and control of the
Managers.

If the Managers determines to appoint an officer or officers for the Company, each such officer shall hold office until his or her successor shall have been duly chosen and shall qualify or until his or her death or until he or she shall resign or shall have been removed.

An officer may resign at any time by delivering written notice to the Secretary, if one has been appointed by the Managers, or, in the absence of a Secretary, to the Managers. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. Any officer may be removed by the Manager at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

4.12 Execution of Documents. The Managers may authorize any officer or officers or Manager or Managers to negotiate and enter into any agreement or contract and to negotiate, execute and deliver any instrument or document in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

4.13 Member Action Required. Without limiting any provisions of the Certificate of Organization, the Iowa Act or other applicable law which may require the vote of the Members with respect to any act or matter, neither the Managers nor any officer of the Company shall take, or cause to be taken, any of the following acts or matters without the vote of the requisite Members as otherwise provided in this Agreement:

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(a) the sale, lease, exchange or other transfer or disposition of, or the mortgage, pledge, or other grant of security interest in, all or substantially all of the assets of the Company;

(b) the merger or consolidation of the Company with or into another Person;

(c) the dissolution of the Company; or

(d) any other act or matter for which the vote of the Members is expressly required by the terms of this Agreement or the Iowa Act.

ARTICLE V
RIGHTS AND DUTIES OF MEMBERS

5.1 No Liability. A Member does not guarantee the return of any Member's Capital Contributions or Capital Account, any distributions to the Members, or a profit for the Members from the operations of the Company. A Member is not personally liable for the acts or omissions of or any debts, losses, liabilities, duties or obligations of the Company, except only to the extent of any unpaid Capital Contribution to the Company.

5.2 Members Have No Exclusive Duty to Company. A Member may have other business interests and may engage in other activities in addition to those relating to the Company; provided, however, that this Section 5.2 is not intended to and shall not be construed as waiving, amending, modifying or altering any of the terms or conditions of any other agreement between any Member and the Company which may prohibit, restrict or otherwise limit any interests or activities of the Member. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in any such other interests or activities of any of the Members or to the income, proceeds or other benefits derived therefrom; provided again, however, that this Section 5.2 is not intended to and shall not be construed as waiving, amending, modifying or altering any of the terms or conditions of any other agreement between any Member and the Company.

5.3 Company Books. The Managers shall maintain and preserve at the principal office of the Company relevant Company documents, including, but not limited to: (i) a current list of the full name and last known business address of each Member; (ii) a copy of the Certificate of Organization and all amendments thereto; (iii) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; (iv) a copy of this Agreement and all amendments thereto; and (v) copies of any financial statements of the Company for the three most recent years.

Each Member has the right, for any purpose reasonably related to the Member's interest as a Member of the Company, and upon reasonable request and during ordinary business hours, to (i) inspect and copy the above referenced Company documents at the Member's expense, and (ii) obtain from the Manager from time to time upon reasonable demand (a) true and full information regarding the state of the business and financial condition of the Company; (b) promptly after they become available, a copy of the

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Company's federal, state and local income tax returns for each year; and (c) other information regarding the affairs of the Company as is just and reasonable.

5.4 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or Capital Accounts or as to Net Profits, Net Losses or distributions. This Section 5.4 shall not, however, apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.5 Withdrawal of a Member. A Member may not and does not have the power or right to resign or withdraw from the Company prior to the dissolution and winding up of the Company, except only as may be otherwise expressly provided in this Agreement; and, provided, however, that a Member may resign and withdraw from the Company in the circumstances regarding an amendment to this Agreement or the Certificate of Organization as provided in, and otherwise in the manner as provided by, Section 490A.704A(3) of the Iowa Act.

No Member shall cease to be a Member of the Company because of the occurrence of any act or circumstance other than the sale and transfer of all of the Member's Units, including, without limitation, because of the occurrence of any of the acts or circumstances specified in Section 490A.712, subparagraphs 3 through 9, of the Iowa Act.

5.6 Member Authority Limited. Unless expressly authorized to do so by the Manager or by a properly authorized officer of the Company, no Member shall have any power or authority to bind the Company in any way or to render it liable pecuniarily for any purpose. No Member may delegate to any Person the Member's rights and powers to manage or control the business and affairs of the Company, except only with respect to the giving of a proxy as provided in Section 6.9 of this Agreement.

ARTICLE VI
MEETINGS OF MEMBERS; MANNER OF ACTING OF MEMBERS

6.1 Regular and Special Meetings of the Members. Regular meetings of the Members shall be held at such place and at such times as the Members may by resolution fix and determine from time to time. No notice shall be required for any regular meeting of the Members.

Special meetings of the Members, for any purpose or purposes, may be called by the Managers, by the President (if one has been appointed by the Managers), or by any Member or Members holding at least ten percent (10%) of the outstanding Units.

6.2 Place of Meetings. The Managers or the President (if one has been appointed by the Managers), or in the absence of a designation by the Managers or the President, the Members, may designate any place, either within or outside the State of Iowa, as the

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

place of meeting for any regular or special meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company in the State of Iowa.

6.3 Notice of Meetings. Except as provided in Section 6.1 of this Agreement with respect to regular meetings of the Members and in Sections 6.4 and 6.10 of this Agreement, written notice stating the place, day and hour of all meetings of the Members and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers, the President (if one has been appointed by the Managers) or the Members calling the meeting. If mailed, such notice shall be given as provided in Section 12.1 of this Agreement.

6.4 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Iowa, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

6.5 Record Date. The record date for the purpose of determining the Members entitled to notice of or to vote at any meeting of the Members shall be the date on which notice of the meeting is mailed, or if no notice is required to be given of such meeting, the date of the meeting. A determination of the Members entitled to notice of or to vote at any meeting of the Members which has been made as provided in this Section 6.5 shall also apply to any adjournment of such meeting.

6.6 Voting Rights of Members. The Members shall have one vote for each Unit held by them, and shall be entitled to vote on any matter on which the vote of the Members is taken or is required by the Certificate of Organization, this Agreement, the Iowa Act or other applicable law.

6.7 Quorum. Members holding a majority of the issued and outstanding Units, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. In the absence of a quorum at a meeting of the Members, the Members holding a majority of the outstanding Units represented at the meeting may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of the Members whose absence would cause less than a quorum.

6.8 Manner of Acting. The affirmative vote of the Members holding a majority of the issued and outstanding Units shall be the act of the Members with respect to all acts, matters, or other determinations to be made by the Members, including, without

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

limitation, with respect to the amendment of this Agreement or the Certificate of Organization.

At all meetings of the Members, the individual or individuals designated by the vote of the Members holding a majority of the issued and outstanding Units shall, respectively, preside at and act as chairperson of such meeting and act as secretary at such meeting. At all meetings of the Members, business shall be transacted in such order as the chairperson may from time to time determine.

The Members may adopt rules and regulations for the conduct of the meetings of the Members, so long as such rules and regulations are not inconsistent with the Certificate of Organization, this Agreement or applicable law.

6.9 Proxies. At all meetings of the Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Any such proxy must be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise expressly provided in the proxy.

6.10 Action by Members Without a Meeting; Telephonic Meetings. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting and without notice if the action is taken by all of the Members and if one or more written consents describing the action taken shall be signed by each Member. Any such written consent shall be effective when the last Member signs the consent, unless the consent specifies a different effective date. The record date for determining the Members entitled to take action without a meeting shall be the date the first Member signs a written consent. Any such written consent shall be placed in the minute book of the Company or otherwise retained in the records of the Company.

Members may participate in and hold a meeting by means of conference telephone or other telecommunications equipment or methods by means of which all of the Members participating in the meeting can simultaneously hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.11 Member Representative. Any Member that is not an individual shall designate and appoint one individual to act as the exclusive representative of the Member for all purposes related to the Company, including, without limitation, for purposes of participation of the Member in all meetings of the Members, the voting of the Units of the Member, the execution of any written consent evidencing action of the Members taken without a meeting, and the giving of a proxy by the Member. A Member may change the identity of the Member's representative at any time and from time to time, in the Member's sole discretion, but shall provide written notice thereof to the other Members.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Notwithstanding the foregoing, however, any representative of any Member may be removed as such, with or without cause, by the vote of the Members holding a majority of the issued and outstanding Units.

6.12 Waiver of Notice. A Member may waive any notice required by law or this Agreement if the waiver is in writing and is signed by the Member, and whether before or after the date and time stated in such notice. A waiver of notice shall be equivalent to notice in due time as required by law or this Agreement. The attendance of a Member (in person or by proxy) at, or participation in, a meeting shall constitute a waiver of notice of such meeting and of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

ARTICLE VII
CONTRIBUTIONS TO THE COMPANY, UNITS AND CAPITAL ACCOUNTS

7.1 Capital Contributions of the Initial Members. The Initial Member has previously contributed the respective Capital Contributions described in Section 3.1 of this Agreement for the number of Units set forth in Section 3.1 of this Agreement. No subsequent Capital Contributions may be required of the Initial Member.

7.2 Units; Issuance of Units to Additional Members. Each Member's Capital Contribution shall be represented by Units. An unlimited number of Units are hereby authorized.

The Initial Member shall receive the number of Units set forth in Section 3.1 of this Agreement. The number of Units issued to any Additional Member and the Capital Contribution for such Units shall be determined by the vote of the Managers as provided in Section 9.4 of this Agreement.

No Member shall have any preemptive or other right to acquire any Units as the Managers may from time to time determine to issue to any Person.

7.3 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (i) the amount of money contributed by such Member to the Company; (ii) the Gross Asset Value (as defined in Section 7.5 of this Agreement) of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (iii) the amount of Net Profits allocated to such Member. Each Member's Capital Account will be decreased

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

by (i) the amount of money distributed to such Member by the Company; (ii) the Gross Asset Value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); (iii) the amount of Net Losses allocated to such Member; and (iv) the Member's share of expenditures described in Section 705(a)(2)(B) of the Code.

(b) In the event of a sale or exchange of a Unit, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Unit, subject to Section 9.5 of this Agreement.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 7.3 is intended, and shall be construed, so as to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder, and in the event there exists any inconsistency, the Code and said Treasury Regulations shall control.

(d) Upon liquidation of the Company, distributions will be made to the Members in accordance with Section 10.2 of this Agreement.

7.4 **No Demand of Member Capital.** A Member shall not be entitled to demand or receive from the Company the liquidation of the Member's Units until the Company is dissolved in accordance with this Agreement, except only as may be otherwise expressly provided this Agreement; and, provided, however, that a Member may resign and withdraw from the Company in the circumstances regarding an amendment to this Agreement or the Certificate of Organization as provided in, and otherwise in the manner provided by, Section 490A.704A(3) of the Iowa Act.

7.5 **Gross Asset Value.** The term "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Managers;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (i) the acquisition of an additional Unit or Units by any Additional Member or existing Members in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Unit; and (iii) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to the preceding clauses (i) and (ii) shall be made only if the Managers determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by the Managers; and

(d) The Gross Asset Values of Company assets shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 7.5(d) to the extent that the Managers determine that an adjustment pursuant to Section 7.5(b) of this Agreement is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 7.5(d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Sections 7.5(a), 7.5(b) or 7.5(d) of this Agreement, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

ARTICLE VIII
ALLOCATIONS AND INCOME TAX; DISTRIBUTIONS

8.1 Allocations of Profits and Losses from Operations.

(a) Except as may be otherwise required by Section 704(c) of the Code, the Net Losses and Net Profits of the Company for each Fiscal Year shall be allocated among the Members pro rata based upon the respective number of Units held by the Members. Any credit available for income tax purposes shall be allocated among the Members in like fashion.

(b) Notwithstanding Section 8.1(a) above, no loss shall be allocated to a Member if such allocation would cause such Member's Adjusted Capital Account to become negative or to increase the negative balance thereof.

(c)(1) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit balance of the Adjusted Capital Account of such Member as quickly as possible, provided that an allocation pursuant to this Section 8.1(c)(1) shall only be made if and to the extent such Member would have a deficit balance in the Member's Adjusted Capital Account after all other allocations provided for in this Section 8.1 have been made as if this Section 8.1(c)(1) were not in this Agreement.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(2) In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, if any, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 8.1(c)(2) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 8.1 have been made as if Section 8.1(c)(1) hereof and this Section 8.1(c)(2) were not in this Agreement.

(d)(1) Except as otherwise provided in Section 1.704-2(f) of the Treasury Regulations, and notwithstanding any other provision of this Section 8.1, if there is a net decrease in partnership minimum gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Section 1.704-2(g) of the Treasury Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f)(6) and 1.704-20)(2) of the Treasury Regulations. This Section 8.1(d)(1) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(2) Except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, and notwithstanding any other provision of this Section 8.1, if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any Fiscal Year, each Member who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-20)(2) of the Treasury Regulations. This Section 8.1(d)(2) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(3) Nonrecourse deductions for any Fiscal Year shall be specially allocated among the Members pro rata based upon the respective number of Units held by the Members.

(4) Any partner nonrecourse deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the partner nonrecourse debt to which such partner nonrecourse deductions are attributable in accordance with Section 1.704-2(i)(1) of the Treasury Regulations.

(e) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(f) Notwithstanding any other provision of this Agreement, the Regulatory Allocations shall be taken into account in allocating items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 8.1(f) shall only be made with respect to allocations pursuant to Section 8.1(e) hereof to the extent the Managers determine that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

(g) The Managers shall have discretion, with respect to each Fiscal Year, to (i) apply the provisions of Section 8.1(f) of this Agreement in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Section 8.1(f) of this Agreement among the Members in a manner that is likely to minimize such economic distortions.

8.2 Distributions. All distributions of cash or other property to the Members shall be made to the Members pro rata based upon the respective number of Units held by the Members. All such distributions shall only be made in such amounts and at such times as are determined by the vote of the Managers from time to time, but subject to Section 8.3 of this Agreement.

The date on which the resolution declaring a distribution to the Members is adopted by the Managers shall be the record date for the determination of the Members entitled to receive payment of the distribution.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

All amounts withheld pursuant to the Code or any provisions of foreign, federal, state or local tax law with respect to any payment or distribution to any Member or Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 8.2.

This Section 8.2 is not applicable to distributions payable to the Members upon the dissolution and liquidation of the Company, which distributions are governed by Section 10.2 of this Agreement.

8.3 Limitation Upon Distributions. No distribution shall be declared and paid to any Member pursuant to Section 8.2 of this Agreement if, after the distribution is made: (i) the Company would not be able to pay its debts as they became due in the usual course of business, or (ii) the Company's total assets would be less than the sum of its total liabilities, plus the amount that would be needed (if any), if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members whose preferential rights are superior to the rights of the Members receiving the distribution.

8.4 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on the Member's Capital Contribution or to the return of the Member's Capital Contribution, except only as may be otherwise expressly provided in this Agreement.

8.5 Loans to Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

8.6 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns shall be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year. All elections permitted to be made by the Company under federal, state or foreign laws shall be made by the Managers.

8.7 Tax Matters Partner. The manager is hereby designated the Tax Matters Partner of the Company for purposes of Chapter 63 of the Code and the Treasury Regulations thereunder. The Tax Matters Partner may be changed from time to time by the Managers.

ARTICLE IX
TRANSFERABILITY OF UNITS; SUBSTITUTE MEMBERS; ADDITIONAL MEMBERS

9.1 Assignment of Units. A Member may not assign the Member's Units, in whole or in part, or pledge, grant a security interest, lien, or other encumbrance in or against any or all of the Member's Units (with each and all of the foregoing generally referred to in this Article as an "assignment"), without the consent of the Members holding at least a

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

majority of the outstanding Units. The Member assigning the Units in question shall vote upon and be included in determining whether such required consent has been obtained. An assignment of a Unit made in accordance with this Agreement only entitles the assignee to receive the distributions to which the assignor would have otherwise been entitled to with respect to such Unit, unless and until the assignee also complies with Section 9.2 of this Agreement.

9.2 Right of Assignee to Become a Substitute Member. An assignee of a Unit pursuant to an assignment made pursuant to and upon the terms and conditions of this Agreement may become a Substitute Member upon the execution of an agreement, in form and content acceptable to the Managers, accepting and adopting the terms and conditions of the Certificate of Organization, and this Agreement, and no vote or consent of any of the Managers or the Members shall be necessary in order for such an assignee to become a Substitute Member. An assignee shall be admitted as a Substitute Member upon such assignee's execution and delivery to the Company of such agreement. An assignee who has become a Substitute Member has, with respect to the Units assigned, the rights and powers, and is subject to all of the restrictions and liabilities, of a Member under the Certificate of Organization, this Agreement and the Iowa Act.

9.3 Assignments Not in Compliance With this Agreement. An assignee or transferee of Units pursuant to an assignment or other transfer which was not made pursuant to and upon the terms and conditions of this Agreement shall not have any rights whatsoever as a Member (including, without limitation, to receive distributions, any notices to Members, to vote, or otherwise) unless and until such assignee or transferee has complied with the terms and conditions of this Agreement, and such assignment or other transfer shall be of no force and effect whatsoever unless and until such compliance has been obtained and satisfied.

9.4 Admission of Additional Members. A Person may become an Additional Member in the Company by the sale of such number of Units and for such Capital Contribution and upon such other terms and conditions as determined by the vote of the Managers. An Additional Member shall be admitted as a Member of the Company upon receipt by the Company of (i) the Additional Member's Capital Contribution, and (ii) an executed addendum or other agreement satisfactory to the Manager whereby the Additional Member accepts, adopts and otherwise becomes a party to this Agreement; or at such earlier or later date as may be specified by the Managers at the time of acceptance of the Additional Member's Capital Contribution. No subsequent Capital Contributions may be required of any Additional Member unless otherwise agreed at the time of, or as imposed as a condition to, the issuance of Units to such Additional Member.

9.5 Allocations to Assignees and to Additional Members and Substitute Members. No assignee of a Unit, Additional Member or Substitute Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Managers may, at their option, at the time an assignee, Additional Member or Substitute Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

deductions to the assignee, Additional Member or Substitute Member for that portion of the Company's Fiscal Year in which the assignee, Additional Member or Substitute Member was admitted, in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE X
DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

(a) at the time or on the happening of an event specified in the Iowa Act, the Certificate of Organization or this Agreement to cause dissolution, if any; or

(b) upon the affirmative vote of the Members holding a majority of the issued and outstanding Units.

10.2 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be distributed in the following order:

(a) to creditors, including Members who are creditors (to the extent permitted by law) in satisfaction of the liabilities of the Company, other than for distributions to Members under Sections 490A.803 or 490A.805 of the Iowa Act;

(b) to the Members and former members of the Company in satisfaction of liabilities for distributions under Sections 490A.803 or 490A.805 of the Iowa Act;

(c) to the Members in proportion to, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the Company's Fiscal Year in which the liquidation occurs; and then

(d) to the Members, pro rata based upon the respective number of Units held by the Members.

10.3 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or reasonably adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed and filed with the Iowa Secretary of State. Thereafter, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as may be expressly provided in the Iowa Act. The Managers shall have authority to distribute any property of the Company discovered after dissolution, convey real estate and take all such other action as the Managers may determine to be necessary or appropriate on behalf of and in the name of the Company.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

10.4 Winding Up. Except as provided by law, upon dissolution each Member shall look solely to the assets of the Company for the return of the Member's Capital Account. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Account of a Member, or to pay any distributions owed to the Member, such Member shall have no recourse against any of the Company, any Manager or any other Member. Further, no Member shall be required to restore any deficit in the Member's Capital Account and such deficit shall not be treated as an asset of the Company. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Managers, who are hereby authorized to take all actions necessary or appropriate to accomplish such winding up and distribution, including, without limitation, selling any assets of the Company the Managers deem necessary or appropriate to sell.

ARTICLE XI
INDEMNIFICATION

Each person who is or was a Manager, Member or officer of the Company who was or is made a party to or a witness in, or is threatened to be made a party to or a witness in, any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including a grand jury proceeding) and whether formal or informal, by reason of the fact that such Person (i) is or was a Manager, Member or officer of the Company; or (ii) while a Manager, Member or officer of the Company, is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise, shall be indemnified and held harmless by the Company with respect to such claim, action, suit or proceeding to the maximum extent allowed by law, including, without limitation, against reasonable costs and expenses (including attorneys' fees), judgments, fines, penalties (including an excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such Person in connection with such claim, action, suit or proceeding or any appeal thereof; provided, however, that except with respect to proceedings seeking to enforce indemnification under this Article, entitlement to such indemnification shall be conditioned upon the Company being afforded the opportunity to participate directly on behalf of such Person in such claim, action, suit or proceeding or any settlement discussions relating thereto, and with respect to any settlement or other nonadjudicated disposition of any threatened or pending claim, action, suit or proceeding, entitlement to indemnification shall be further conditioned upon the prior approval by the Company of the proposed settlement or other nonadjudicated disposition. Approval or disapproval by the Company of any proposed settlement or other nonadjudicated disposition shall not subject the Company to any liability to or require indemnification or reimbursement of any Person who the Company would not otherwise have been required to indemnify or reimburse.

The right to indemnification conferred in this Article shall include the right to payment or reimbursement by the Company of reasonable expenses incurred in

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

connection with any such claim, action, suit or proceeding in advance of its final disposition; provided, however, that the payment or reimbursement of such expenses in advance of the final disposition of such claim, action, suit or proceeding shall be made only upon delivery to the Company of: (i) a written undertaking by or on behalf of the Person claiming indemnification under this Article to repay all amounts so advanced if it shall ultimately be determined that such Person is not entitled to be indemnified under this Article or otherwise, and (ii) a written affirmation of such Person's good faith belief that such Person has met the applicable standard of conduct necessary to require indemnification by the Company pursuant to this Article or otherwise.

This Article shall be deemed a contract between the Company and each person who is a Manager, Member or officer of the Company at any time while this Article and the relevant provisions of the Iowa Limited Liability Company Act, the Iowa Business Corporation Act or other applicable law are in effect, and any repeal or modification of the Iowa Limited Liability Company Act, the Iowa Business Corporation Act or other applicable law or of this Article shall not adversely affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any claim, action, suit or proceeding theretofore or thereafter brought or threatened based, in whole or in part, upon any such state of facts.

The Company may, by action of the Managers, provide indemnification to such of the employees and agents of the Company to such extent and to such effect as the Managers shall determine to be appropriate and authorized by applicable law, as the same now exists or as it may hereafter be amended.

Except only as may be limited by the affirmative requirements of applicable law, the indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights which a Person seeking indemnification or advancement of expenses may have or hereafter acquire or become entitled to under any statute, provision of the Certificate of Organization, this Agreement or another agreement, or otherwise.

This Article shall be applicable to all claims, actions, suits or proceedings commenced after the effective date hereof, whether arising from acts or omissions occurring before or after the effective date hereof. Each person who is now serving or who shall hereafter serve as a Manager or officer of the Company or who is a Member shall be deemed to be doing so in reliance upon the rights of indemnification provided for in this Article, and such rights of indemnification shall continue as to a Person who has ceased to be a Manager, Member or officer of the Company, as the case may be, and shall inure to the benefit of the heirs, executors, legal or personal representatives, administrators, and successors of such a Person. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Manager, Member and officer of the Company to the maximum extent permitted by any applicable portion of this Article that shall not have been invalidated.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Notwithstanding anything in this Article to the contrary, the Company shall (except with respect to proceedings initiated to enforce rights of indemnification to which a Person is entitled under this Article or otherwise) indemnify a Person in connection with a claim, action, suit or proceeding (or part thereof) initiated by such Person only if the initiation of such claim, action, suit or proceeding (or part thereof) was authorized by the Managers.

The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was a Manager, Member, officer, employee or agent of the Company, or while a Manager, Member or officer of the Company, is or was serving at the request of the Company as a manager, member, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise, against any liability asserted against such Person and incurred by such Person in such capacity, or arising out of such Person's status as such, and whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Article, the Iowa Limited Liability Company Act, the Iowa Business Corporation Act or otherwise. The Company may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or similar arrangements), as well as enter into contracts providing for indemnification to the maximum extent permitted by law and including as a part thereof any or all of the foregoing, to ensure the payment of such sums as may be necessary to effect full indemnification. The Company's obligation to make indemnification and pay expenses pursuant to this Article shall be in excess of any insurance purchased and maintained by the Company and such insurance shall be primary. To the extent that indemnity or expenses of a Person entitled to indemnification and payment of expenses pursuant to this Article are paid on behalf of or to such Person by such insurance, such payments shall be deemed to be in satisfaction of the Company's obligation to such Person to make indemnification and pay expenses pursuant to this Article.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Notices. All notices, demands, requests and other communications desired or required to be given hereunder ("Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three business days after depositing the Notice in the United States mail as set forth in the preceding paragraph.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

All Notices to a Member shall be addressed to the address of the Member as it appears in the Company's records, and all Notices to the Company shall be sent to the registered agent and office of the Company as set forth in the records of the Iowa Secretary of State, or to such other Persons or at such other place as the Member or the Company, as the case may be, may by Notice designate as a place for service of Notice.

12.2 Application of Iowa Law. All rights and obligations arising out of or related to this Agreement, and the application and interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Iowa, and specifically the Iowa Act, but without regard to provisions thereof relating to conflicts of law.

12.3 Waiver of Action for Partition. Each Member irrevocably waives any right that the Member may have to maintain any action for partition with respect to the property of the Company.

12.4 Execution of Additional Instruments and Voting. Each Member agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations, or to evidence the Managers' authority hereunder.

12.5 Construction. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" shall refer to this entire Agreement and not to any particular article, section, paragraph or provision. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

12.6 Headings and Captions. The headings, captions or titles of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

12.7 No Waiver. No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Except as may be otherwise expressly provided herein, the remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

12.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable as written, but valid, legal and enforceable if modified, then such provision shall be deemed to be

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

amended to such extent as shall be necessary for such provision to be valid, legal and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12.9 Binding Effect on Heirs, Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Company, the Managers, the Members and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Company, the Managers, the Members, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, liabilities or obligations under or by reason of this Agreement.

12.10 Creditors. None of the provisions of this Agreement are for the benefit of or enforceable by any creditor of the Company.

12.11 Counterparts. This Agreement may be executed by one or more of the Members on any number of separate counterparts (including by facsimile transmission), and said counterparts taken together shall be deemed to constitute one and the same Agreement.

12.12 Entire Agreement. The Certificate of Organization, this Agreement and all exhibits and schedules hereto constitute the entire agreement pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings in connection with the subject matters hereof All exhibits and schedules are incorporated into this Agreement as if set forth in their entirety and constitute a part hereof.

12.13 Federal Income Tax Elections. The Managers, on behalf of the Company, may make all elections for federal income tax purposes, including, but not limited to, the following:

(a) To the extent permitted by applicable law and regulations, to elect to use an accelerated depreciation method on any depreciable unit of the assets of the Company; and

(b) In case of a transfer of all or part of any - Unit of any Member, to elect, pursuant to Sections 734, 743 and 754 of the Code, to adjust the basis of the assets of the Company.

12.14 Indemnification. In addition to any other indemnities provided for herein or otherwise available at law, in equity or otherwise, each Member shall defend, indemnify and hold the Company and each of the other Members harmless from and against any-loss, claim, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and court costs) arising in connection with or resulting from

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

any breach of warranty, misrepresentation or nonfulfillment of any agreement on the part of the Member under this Agreement.

IN WITNESS WHEREOF, this Agreement is made and entered into as of the day and year first above written.

HARKLAU LEASING, LLC

By: _____
Bret Harklau, Manager

MEMBERS:

_____
Bret Harklau

_____
Debra Harklau

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Schedule 1

Member	Units	Capital Contribution
Bret Harklau	100	
Debra Harklau	100	

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20220003454

I, Nick Johnson (print name), as Member (title, if applicable) of 341 Properties, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✔] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Davidson Engineering, Inc to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

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

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

Nick Johnson
Signature

3-21-23
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowleged before me by means of [X] physical presence or [ ] online notarization this 21 day of March, 2023 by (printed name of owner or qualifier) _____.

Such person(s) Notary Public must check applicable box:

[X] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Rebecca Nielsen

REBECCA NIELSEN
Notary Public-State of Florida
Commission # HH 74135
My Commission Expires
February 26, 2025

CP\08-COA-00115\155
REV 3/4/2020

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

AFFIDAVIT OF AUTHORIZATION

FOR PETITION NUMBERS(S) PL20220003454

I, Bret Harklau (print name), as Member (title, if applicable) of 341 Properties, LLC (company, If applicable), swear or affirm under oath, that I am the (choose one) owner [✓] applicant [ ] contract purchaser [ ] and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Collier County to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application; and that
4. The property will be transferred, conveyed, sold or subdivided subject to the conditions and restrictions imposed by the approved action.
5. We/I authorize Davidson Engineering, Inc to act as our/my representative in any matters regarding this petition including 1 through 2 above.

Notes:

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

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

Signature

3/23/23
Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 23 day of March, 2023 by (printed name of owner or qualifier) _____.

Such person(s) Notary Public must check applicable box:

[X] Are personally known to me

[ ] Has produced a current drivers license _____

[ ] Has produced _____ as identification.

Notary Signature: Rebecca Nielsen

REBECCA NIELSEN
Notary Public-State of Florida
Commission # HH 74135
My Commission Expires
February 26, 2025

CP\08-COA-00115\155
REV 3/4/2020

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

HARKLAU STORAGE _ S.D.P.

PROJECT ADDRESS: 10075 TAMIAMI TRAIL E. , **NAPLES , FL 34113** |**FOLIO ID:** XXXXX
PROJECT PHASE: **S.D.P. PERMIT DOCUMENTS** | DATE: **08.09.2022**



SOUTH -EAST VIEW-
SCALE: NTS

PROJECT TEAM

CLIENT
HARKLAU STORAGE,
NAPLES FL.,34113

ARCHITECTURE, MECHANICAL & PLUMBING

PHOENIX ASSOCIATES OF FLORIDA, INC.
13180 LIVINGSTON ROAD #204
NAPLES, FL 34109
P: 239.596.9111

STRUCTURAL ENGINEERING

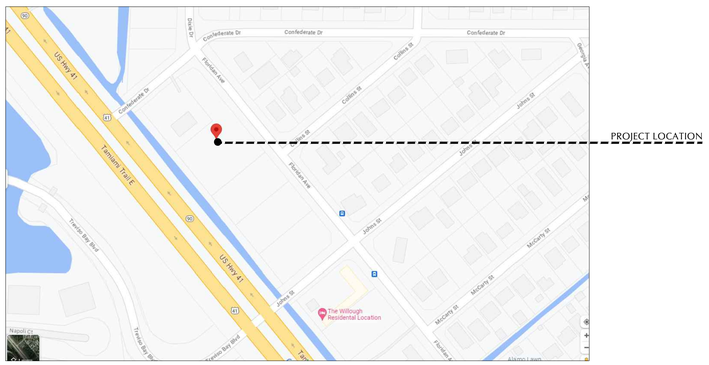
PHOENIX ASSOCIATES OF FLORIDA, INC.
13180 LIVINGSTON ROAD #204
NAPLES, FL 34109
P: 239.596.9111

ELECTRICAL ENGINEERING

SPELMAN ENGINEERING, INC.
6296 CORPORATE CT. BLDG. A #201
FORT MYERS, FL 33919
P: 239.770.2930

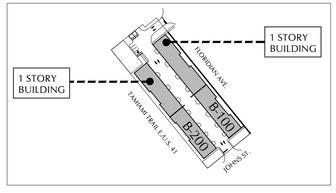
LOCATION MAP

SCALE: N.T.S.

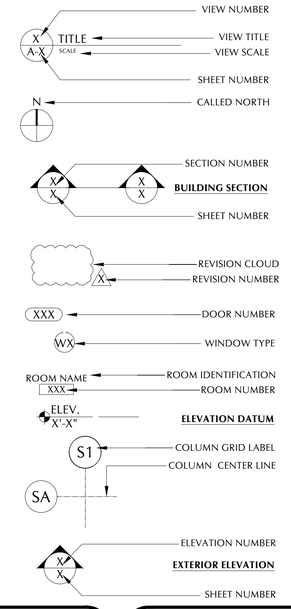


SITE PLAN

SCALE: N.T.S.



SYMBOLS & ANNOTATIONS



INDEX

S.D.P. ARCHITECTURE

C-1 COVER SHEET
A-0 KEY PLAN_BLDG.-100
A-1 FLOOR PLAN_BLDG.-100
A-2 ELEVATIONS_BLDG.-100
A-3 ELEVATIONS_BLDG.-100
A-4 ROOF PLAN_BLDG.-100
A-5 KEY PLAN_BLDG.-200
A-6 FLOOR PLAN_BLDG.-200
A-7 ELEVATIONS_BLDG.-200
A-8 ELEVATIONS_BLDG.-200
A-9 ROOF PLAN_BLDG.-200
A-10 SECTION TYPICAL & DUMPSTER ENCLOSURE

BUILDING INFORMATION_BLDG-100

OCCUPANCY:	STORAGE GROUP S-2	
CONSTRUCTION TYPE:	IIB	
SPRINKLERED:	YES	
SQUARE FOOTAGES:	UNDER A/C -100	17,892 SF
	NON A/C-100	704 SF
	TOTAL UNDER ROOF	18,596 SF

BUILDING INFORMATION_BLDG-200

OCCUPANCY:	STORAGE GROUP S-2	
CONSTRUCTION TYPE:	IIB	
SPRINKLERED:	YES	
SQUARE FOOTAGES:	UNDER A/C -200	16,528 SF
	NON A/C-200	620 SF
	TOTAL UNDER ROOF	17,148 SF

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: M.M.	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

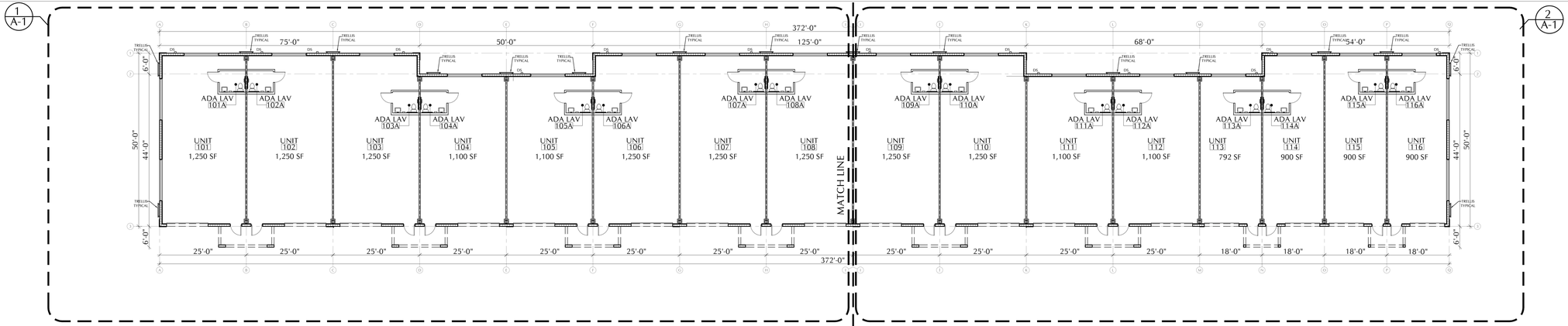
SEAL

PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

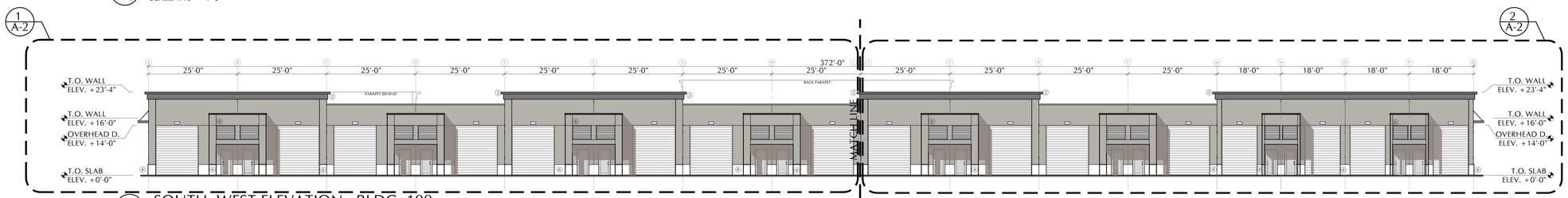
PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

SHEET TITLE	SHEET NUMBER
COVER SHEET	C-1

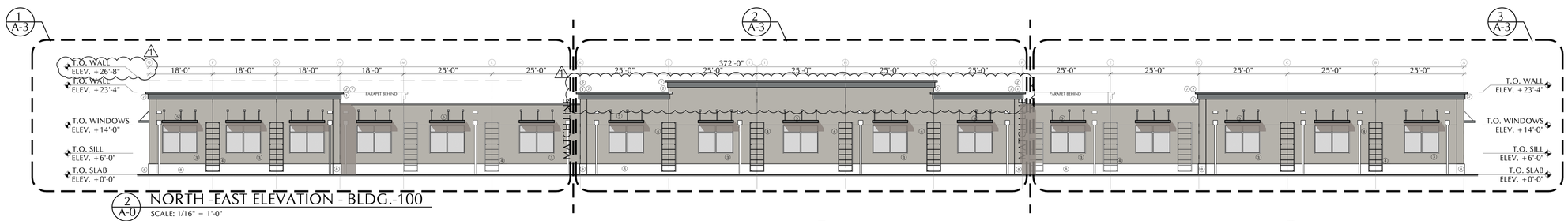
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



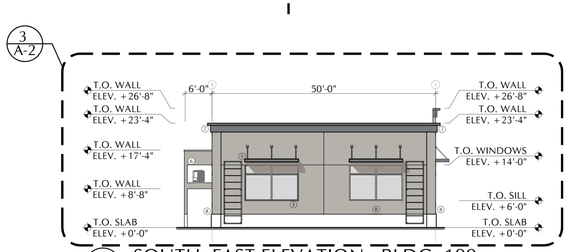
1 A-0 FLOOR PLAN - BUILDING 100
SCALE: 1/16" = 1'-0"



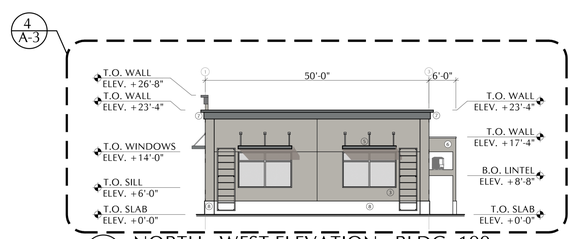
3 A-0 SOUTH -WEST ELEVATION - BLDG.-100
SCALE: 1/16" = 1'-0"



2 A-0 NORTH -EAST ELEVATION - BLDG.-100
SCALE: 1/16" = 1'-0"



4 A-0 SOUTH -EAST ELEVATION - BLDG.-100
SCALE: 1/16" = 1'-0"



5 A-0 NORTH - WEST ELEVATION - BLDG.-100
SCALE: 1/16" = 1'-0"

CCLDC - 5.05.08 ARCHITECTURAL DESIGN STANDARDS

1	MASSING:	Transitional elements incorporated for a minimum of 60% of the facade lengths.
2	ROOF:	Minimum of 2 parapet line changes on facades with minimum 3 feet vertical change and maximum 100 feet in between; provided 12 with vertical changes of 3'-4" each.
3	GLAZING:	Primary facade North-East: 8,536 square feet total, 1,280 (15%) alternative required, (16 ea.) x 80 sf. = 1,280 SF provided.
4	TRELLIS:	Primary facade North-East: 50% of window area required = 688 trellis required,(13ea.) x 56 sf. = 728 SF provided.
5	AWNINGS:	Primary facade North East: 372'-0" total length, 148.8' (40%) required with 15% glazing, 160'-0" awnings provided.
6	ENTRIES:	Projected covered entrance with a minimum 8 feet horizontal length and an area of 100 square feet: provided [(6) x96 = 576 sf + (2) x 64 = 128] = covered entries totaling 704 SF.
7	CORNICES:	Minimum two feet high with 12 inch projection.
8	BASE:	Emphasized building base minimum or (3) three feet high, with a minimum projection from wall of two inches.
9	PILASTERS:	Wrapping corners 2'-0" and emphasizing massing with two inch projections.

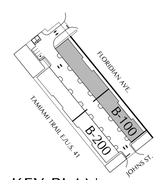
PROJECT COLORS

PURE WHITE SW 7005	PASSIVE SW 7064	GRAY MATTERS SW 7066	BAHAMAS SHUTTER / TRELLIS & CANOPIES RAL 7043

NOTE: COLOR SWATCHES MAY NOT PRINT ACCURATELY. PLEASE CONSULT SHERWIN-WILLIAMS WEB SITE.

BUILDING INFORMATION_BLDG-100

OCCUPANCY:	STORAGE GROUP S-2	
CONSTRUCTION TYPE:	IIB	
SPRINKLERED:	YES	
SQUARE FOOTAGES:	UNDER A/C -100	17,892 SF
	NON A/C-100	704 SF
	TOTAL UNDER ROOF	18,596 SF



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

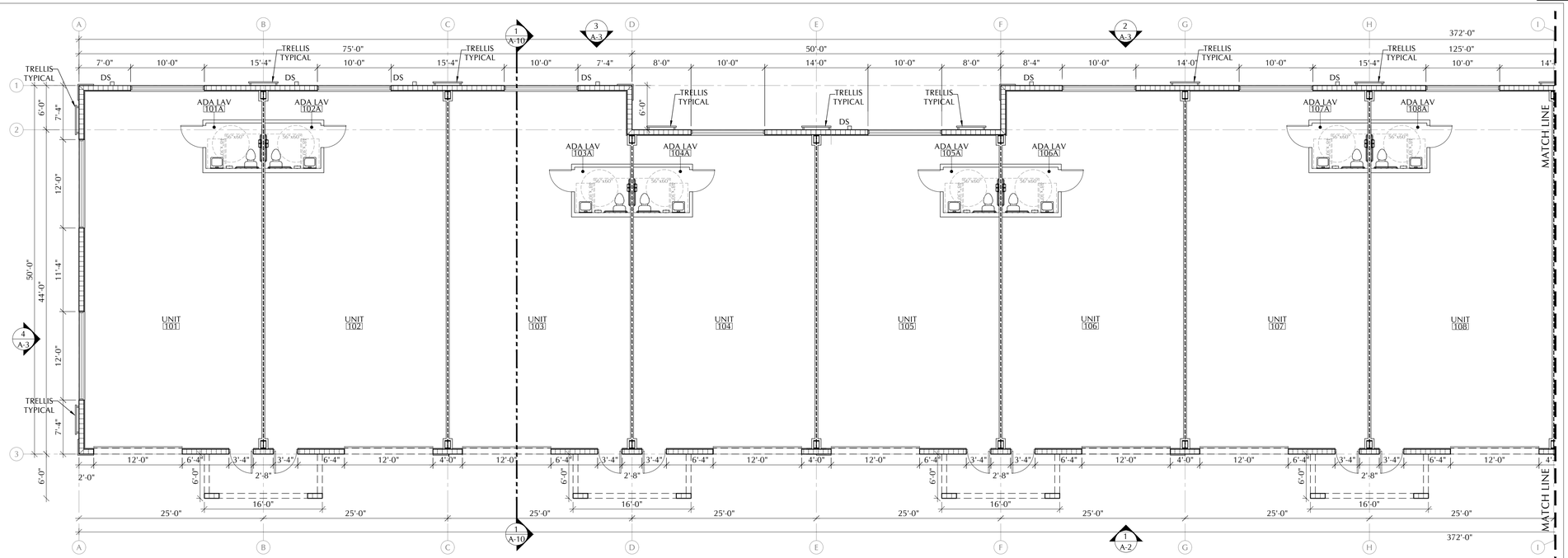
SEAL

PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

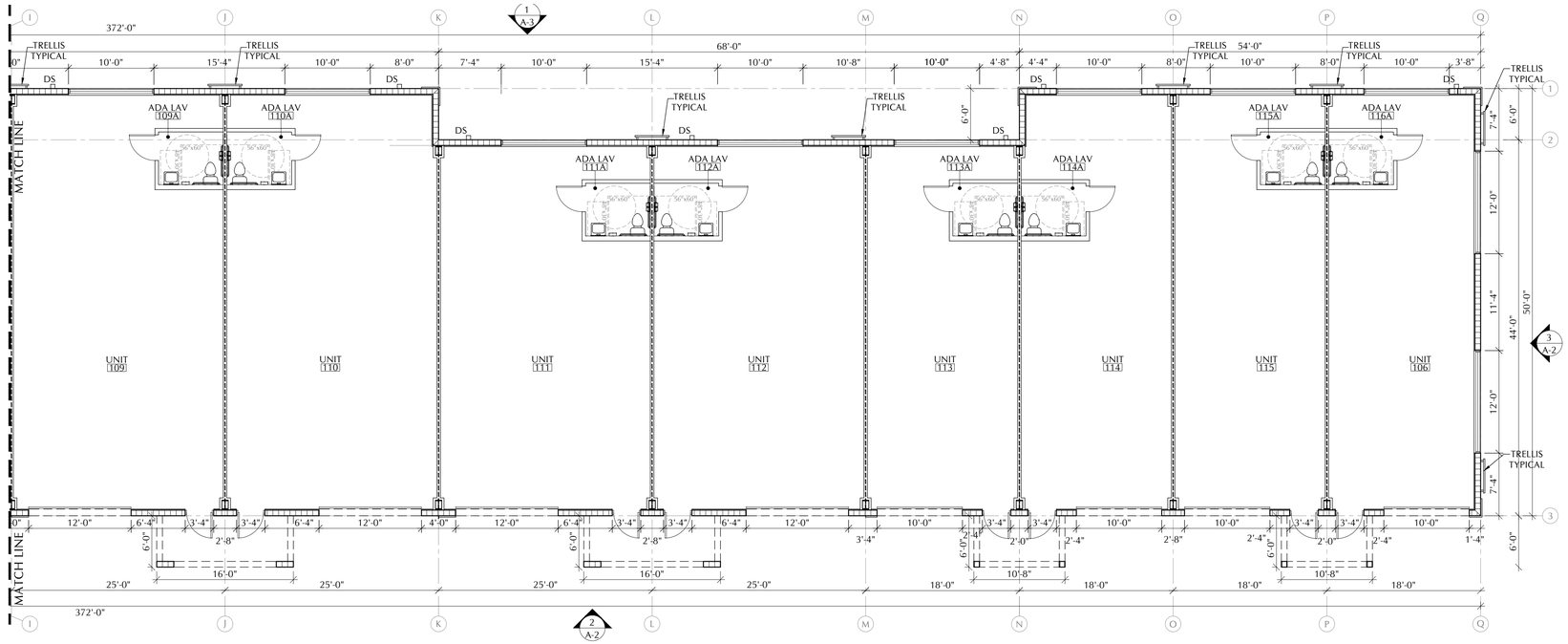
SHEET TITLE	SHEET NUMBER
KEY PLAN	A-0

Attachment: ATTACHMENT A - Backup Package (27652 : PL20220003454 Harklau Storage CU)



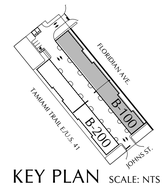
1 A-1 FLOOR PLAN - BUILDING 100

SCALE: 1/8" = 1'-0"



2 A-1 FLOOR PLAN - BUILDING 100 - EAST

SCALE: 1/8" = 1'-0"



KEY PLAN SCALE: NTS

N

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: CH,MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

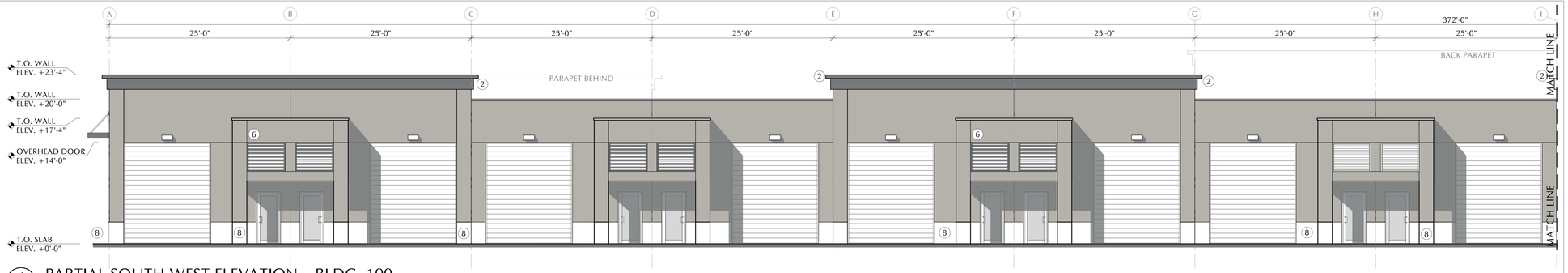
SEAL

PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

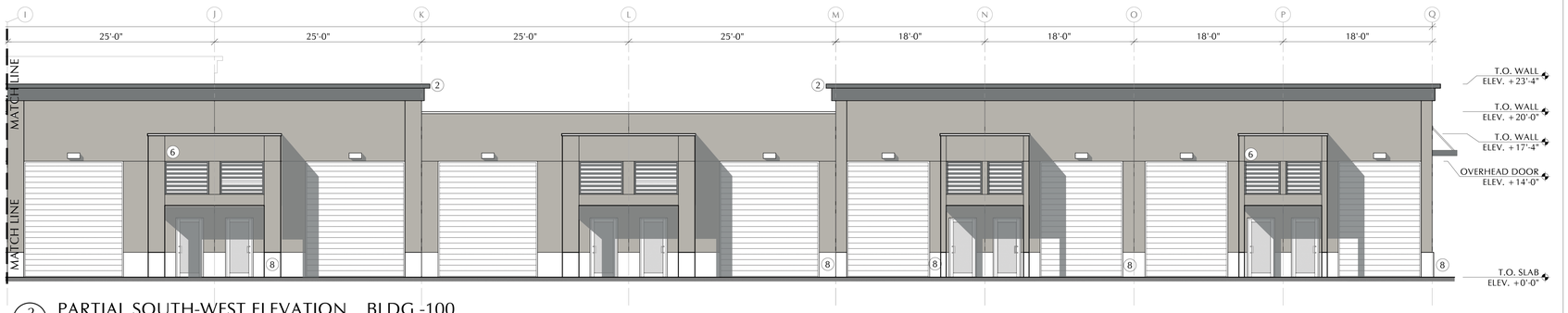
PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

SHEET TITLE	SHEET NUMBER
FLOOR PLAN BLDG. -100	A-1

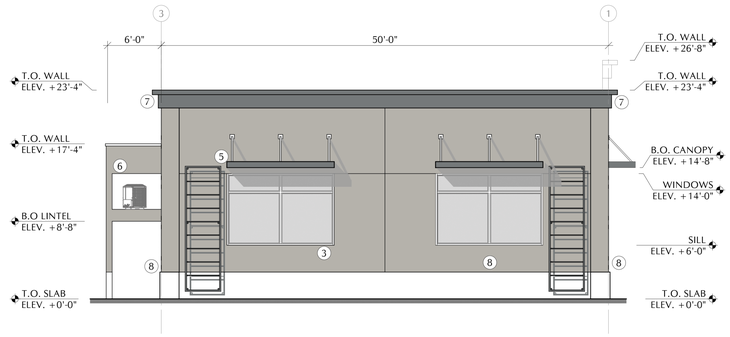
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



1 A-2 PARTIAL SOUTH-WEST ELEVATION _ BLDG.-100
SCALE: 1/8" = 1'-0"



2 A-2 PARTIAL SOUTH-WEST ELEVATION _ BLDG.-100
SCALE: 1/8" = 1'-0"



4 A-2 SOUTH-EAST ELEVATION _ BLDG.-100 (PRIMARY)
SCALE: 1/8" = 1'-0"

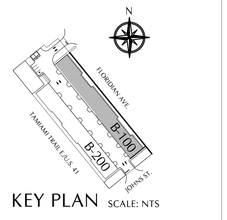
CCLDC - 5.05.08 ARCHITECTURAL DESIGN STANDARDS

1	MASSING:	Transitional elements incorporated for a minimum of 60% of the facade lengths.
2	ROOF:	Minimum of 2 parapet line changes on facades with minimum 3 feet vertical change and maximum 100 feet in between; provided 12 with vertical changes of 3'-4" each.
3	GLAZING:	Primary facade North-East: 8,536 square feet total, 1,280 (15%) alternative required, (16 ea.) x 80 sf. = 1,280 SF provided.
4	TRELLIS:	Primary facade North-East: 50% of window area required = 688 trellis required,(13ea.) x 56 sf. = 728 SF provided.
5	AWNINGS:	Primary facade North East: 372'-0" total length, 148.8' (40%) required with 15% glazing, 160'-0" awnings provided.
6	ENTRIES:	Projected covered entrance with a minimum 8 feet horizontal length and an area of 100 square feet: provided [(6) x96 = 576 sf + (2) x 64 = 128] = covered entries totaling 704 SF.
7	CORNICES:	Minimum two feet high with 12 inch projection.
8	BASE:	Emphasized building base minimum or (3) three feet high, with a minimum projection from wall of two inches.
9	PILASTERS:	Wrapping corners 2'-0" and emphasizing massing with two inch projections.

PROJECT COLORS

PURE WHITE SW 7005	PASSIVE SW 7064	GRAY MATTERS SW 7066	BAHAMIAN SHUTTER / TRELLIS & CANOPIES #AL 7045

NOTE: COLOR SWATCHES MAY NOT PRINT ACCURATELY. PLEASE CONSULT SHERWIN WILLIAMS WEB SITE.



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: C.H., MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

SEAL

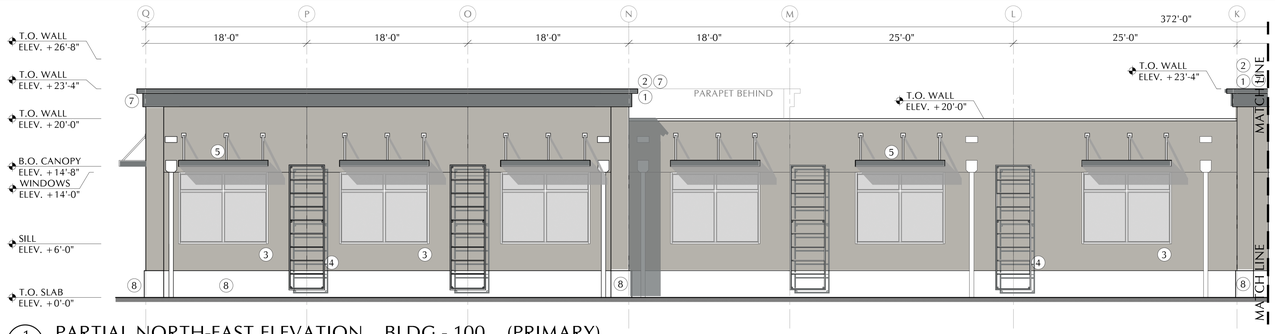
PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

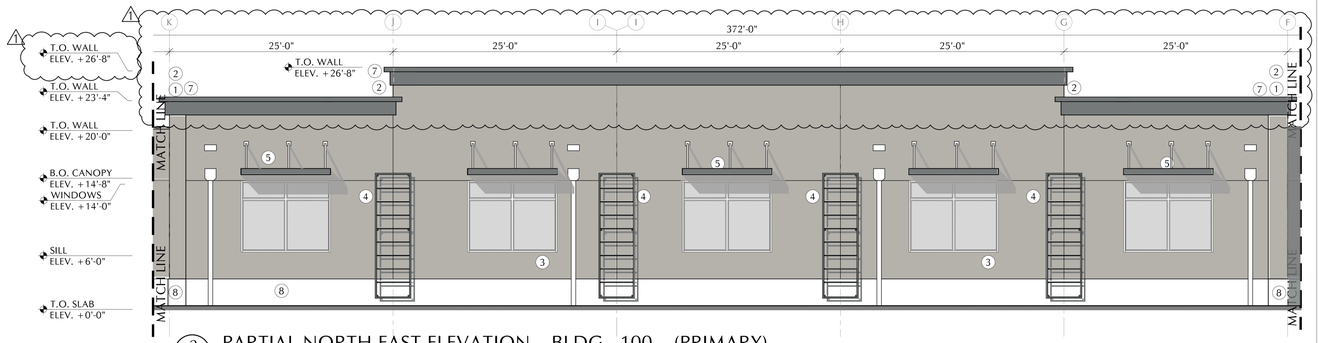
SHEET TITLE: ELEVATIONS BLDG.- 100

SHEET NUMBER: A-2

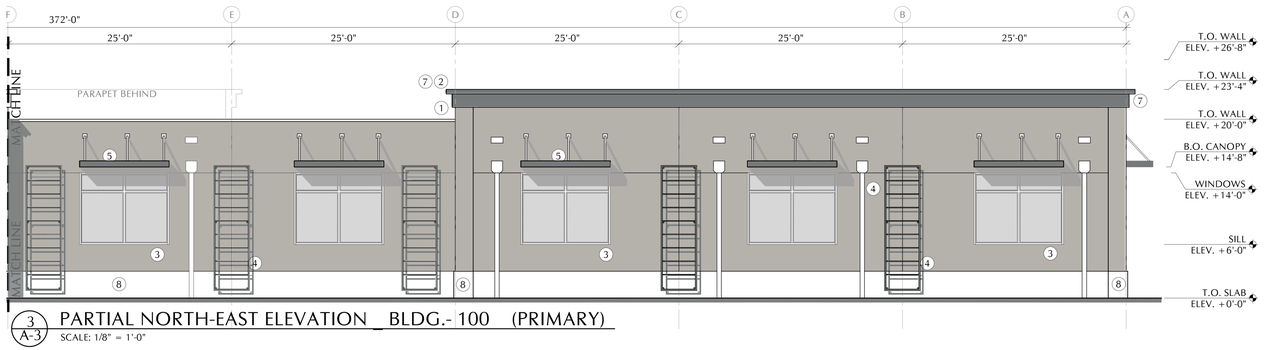
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



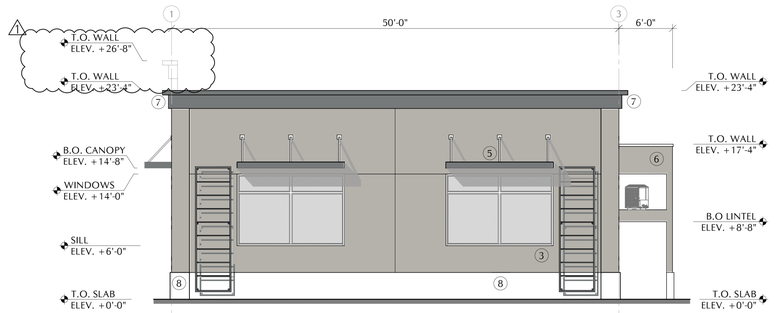
1 A-3 PARTIAL NORTH-EAST ELEVATION _ BLDG.- 100 (PRIMARY)
SCALE: 1/8" = 1'-0"



2 A-3 PARTIAL NORTH-EAST ELEVATION _ BLDG.- 100 (PRIMARY)
SCALE: 1/8" = 1'-0"



3 A-3 PARTIAL NORTH-EAST ELEVATION _ BLDG.- 100 (PRIMARY)
SCALE: 1/8" = 1'-0"



4 A-3 NORTH-WEST ELEVATION _ BUILDING 100
SCALE: 1/8" = 1'-0"

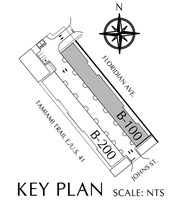
CCLDC - 5.05.08 ARCHITECTURAL DESIGN STANDARDS

1	MASSING:	Transitional elements incorporated for a minimum of 60% of the facade lengths.
2	ROOF:	Minimum of 2 parapet line changes on facades with minimum 3 feet vertical change and maximum 100 feet in between: provided 12 with vertical changes of 3'-4" each.
3	GLAZING:	Primary facade North-East: 8,536 square feet total, 1,280 (15%) alternative required, (16 ea.) x 80 sf. =1,280 SF provided.
4	TRELLIS:	Primary facade North-East: 50% of window area required=688 trellis required,(13ea.) x 56 sf. =728 SF provided.
5	AWNINGS:	Primary facade North East: 372'-0" total length, 148.8' (40%) required with 15% glazing, 160'-0" awnings provided.
6	ENTRIES:	Projected covered entrance with a minimum 8 feet horizontal length and an area of 100 square feet: provided [(6) x96 =576 sf + (2) x 64=128] =covered entries totaling 704 SF.
7	CORNICES:	Minimum two feet high with 12 inch projection.
8	BASE:	Emphasized building base minimum or (3) three feet high, with a minimum projection from wall of two inches.
9	PILASTERS:	Wrapping corners 2'-0" and emphasizing massing with two inch projections.

PROJECT COLORS

PURE WHITE SW 7005	PASSIVE SW 7064	GRAY MATTERS SW 7066	BAHAMAS SHUTTER / TRELLIS & CANOPIES JUL 7045

NOTE: COLOR SWATCHES MAY NOT PRINT ACCURATELY. PLEASE CONSULT SHERWIN WILLIAMS WEB SITE.



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -
Drawn By: C.H.,MM
S.D.P.#:
Date: 9/8/2022
Stage: S.D.P.
Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

SEAL

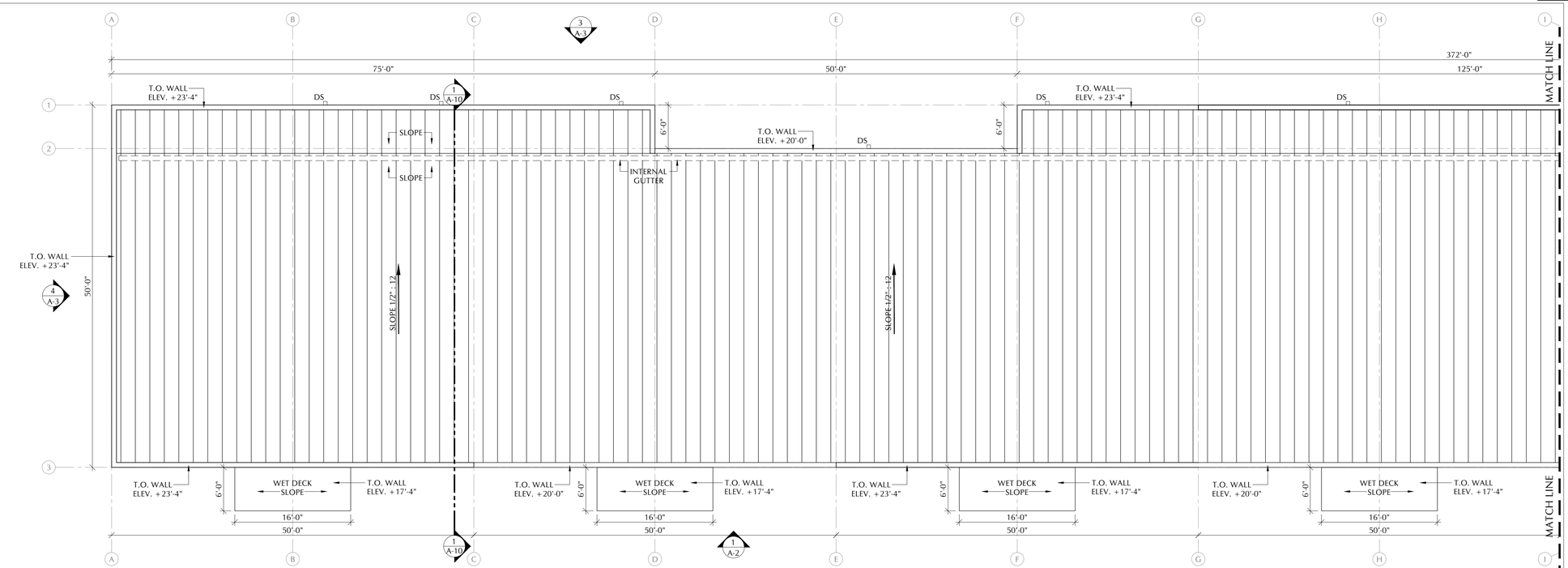
PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-0000760 Certificate of Authorization #AA-26003191

PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

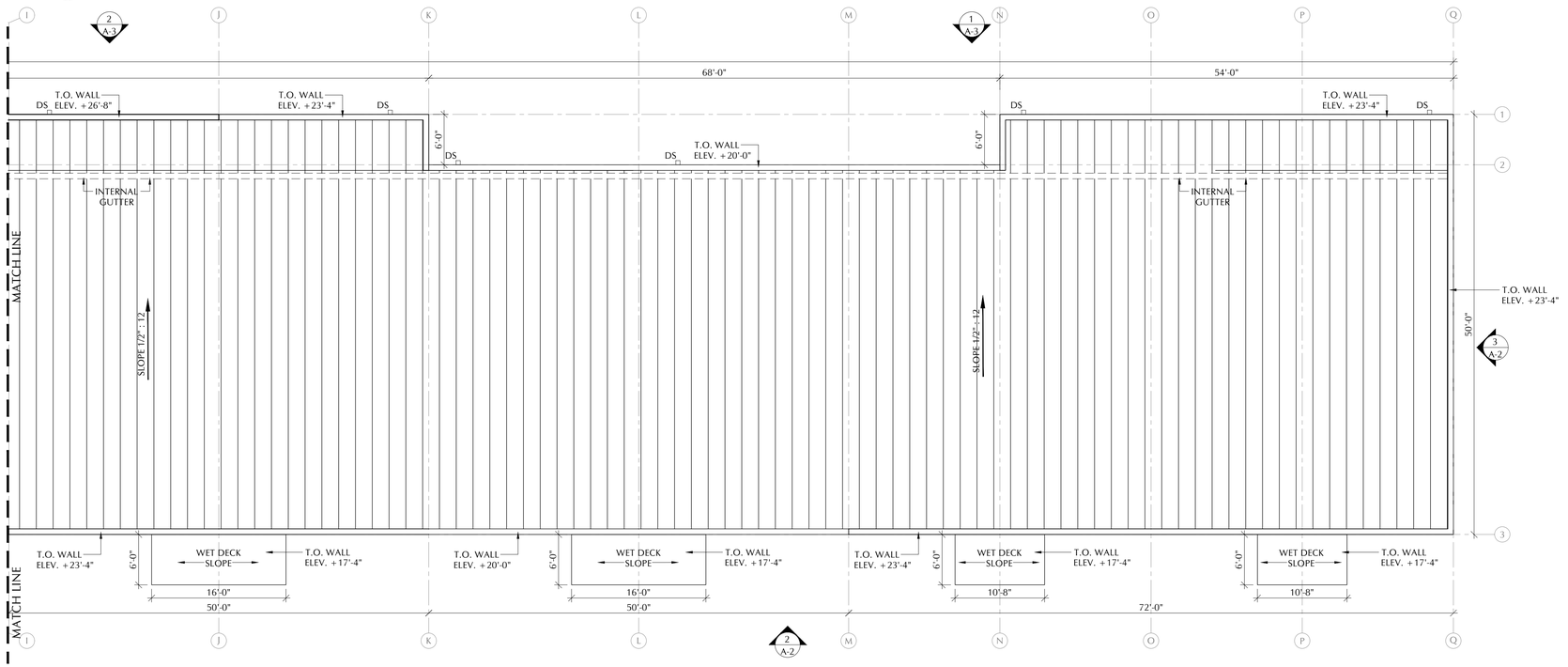
SHEET TITLE: ELEVATIONS BLDG. 100

SHEET NUMBER: A-3

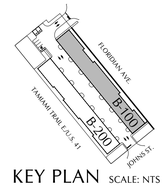
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



1 A-4 PARTIAL ROOF PLAN - BUILDING 100
SCALE: 1/8" = 1'-0"



2 A-4 PARTIAL ROOF PLAN - BUILDING 100
SCALE: 1/8" = 1'-0"



KEY PLAN SCALE: NTS

N

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: C.H., MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

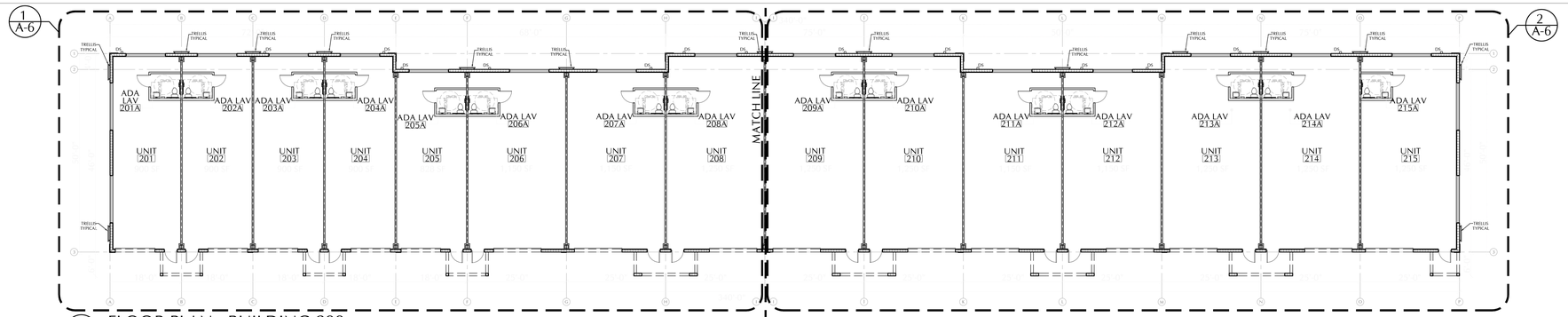
SEAL

PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

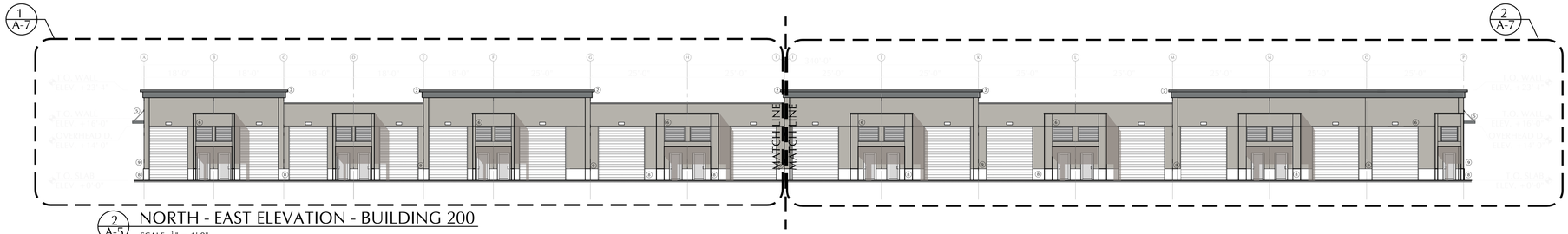
SHEET TITLE	SHEET NUMBER
ROOF PLAN BLDG.- 100	A-4

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



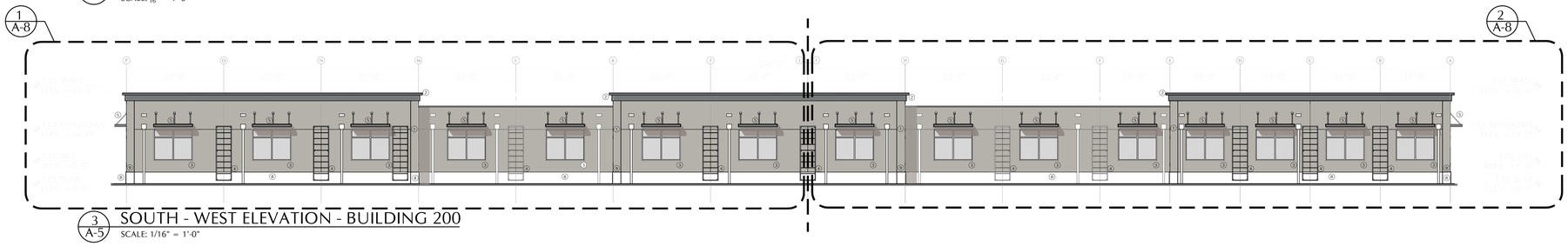
1 A-5 FLOOR PLAN - BUILDING 200

SCALE: 1/16" = 1'-0"



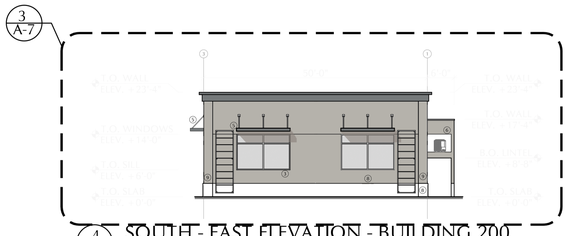
2 A-5 NORTH - EAST ELEVATION - BUILDING 200

SCALE: 1/16" = 1'-0"



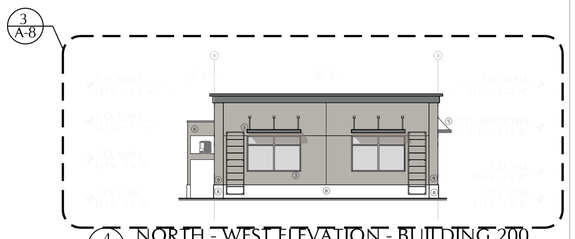
3 A-5 SOUTH - WEST ELEVATION - BUILDING 200

SCALE: 1/16" = 1'-0"



4 A-7 SOUTH - EAST ELEVATION - BUILDING 200

SCALE: 1/16" = 1'-0"



4 A-5 NORTH - WEST ELEVATION - BUILDING 200

SCALE: 1/16" = 1'-0"

CCLDC - 5.05.08 ARCHITECTURAL DESIGN STANDARDS

1	MASSING:	Transitional elements incorporated for a minimum of 60% of the facade lengths.
2	ROOF:	Minimum of 2 parapet line changes on facades with minimum 3 feet vertical change and maximum 100 feet in between: provided 12 with vertical changes of 3'-4" each.
3	GLAZING:	Primary facade South-West: 8056 square feet total, 1208 (15%) alternative required, 1251 SF provided.
4	TRELLIS:	Primary facade South-West: 8056 square feet total, 1007 required with 50% of window area required, 1044 SF provided.
5	AWNINGS:	Primary facade South-West: 365'-4" total length, 146'-1" (40%) required with 15% glazing, 170'-8" awnings provided.
6	ENTRIES:	Projected covered entrance with a minimum 8 feet horizontal length and an area of 100 square feet: provided 8 covered entries totaling 672 SF.
7	CORNICES:	Minimum two feet high with 12 inch projection.
8	BASE:	Emphasized building base minimum or three feet high, with a minimum projection from wall of two inches.
9	PILASTERS:	Wrapping corners 2'-2" and emphasizing massing with two inch projections.

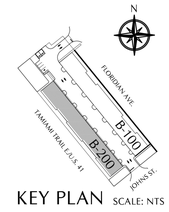
PROJECT COLORS

PURE WHITE SW 7005	PASSIVE SW 7064	GRAY MATTERS SW 7066	BAHAMAS SHUTTER / TRELLIS & SHOPTES SW 7604

NOTE: COLOR SWATCHES MAY NOT PRINT ACCURATELY. PLEASE CONSULT SHERWIN WILLIAMS WEB SITE.

BUILDING INFORMATION_BLDG-200

OCCUPANCY:	STORAGE GROUP S-2	
CONSTRUCTION TYPE:	IIB	
SPRINKLERED:	YES	
SQUARE FOOTAGES:	UNDER A/C -200	16,528 SF
	NON A/C-200	620 SF
	TOTAL UNDER ROOF	17,148 SF



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: C.H. , MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

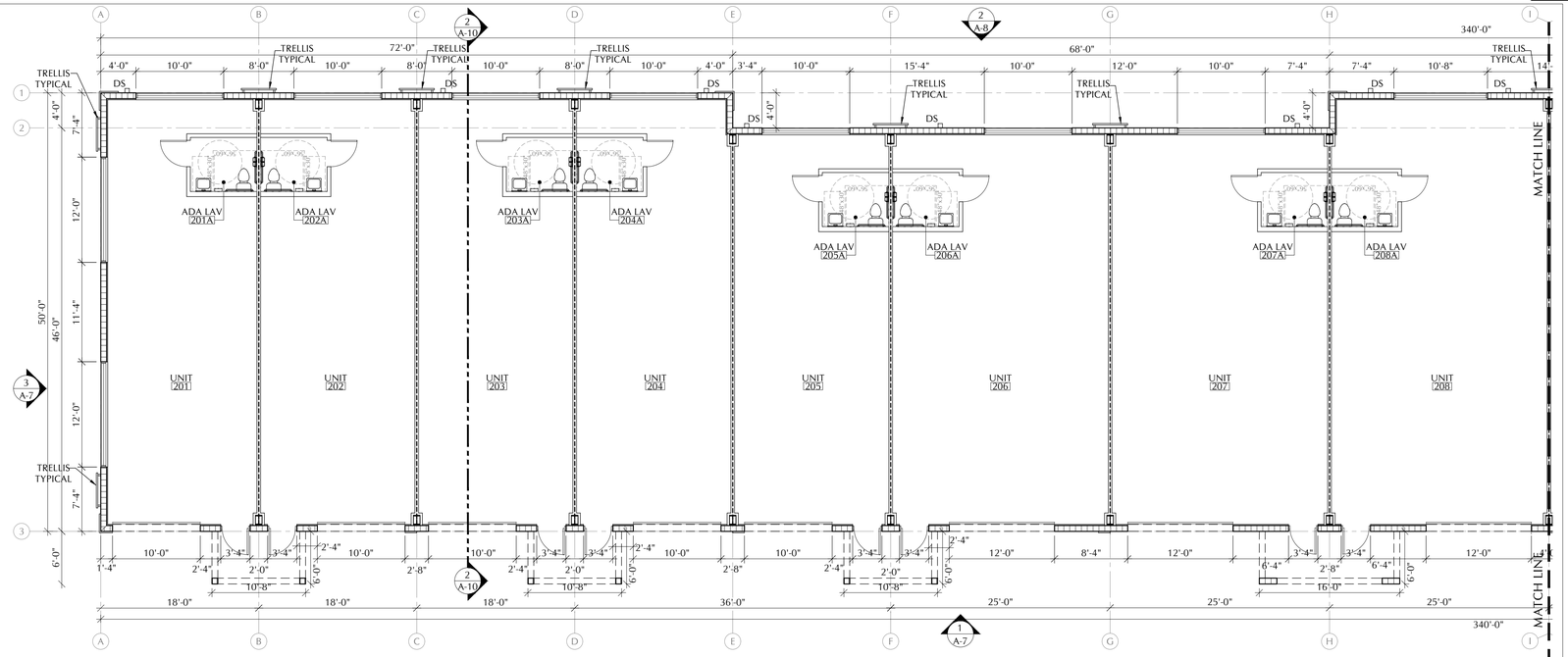
SEAL

PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

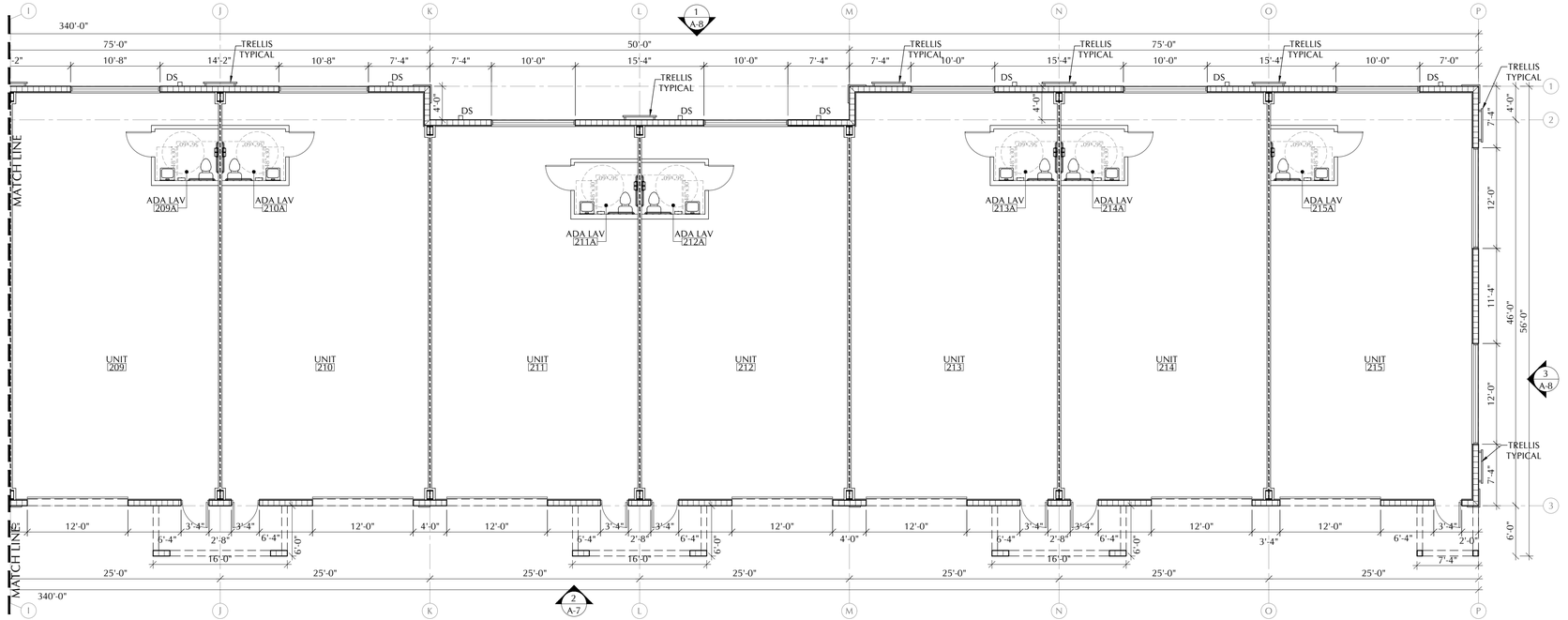
SHEET TITLE	SHEET NUMBER
KEY PLAN _BLDG-200	A-5

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



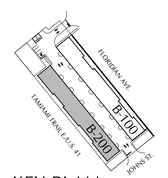
1 A-6 PARTIAL FLOOR PLAN - BUILDING 200

SCALE: 1/8" = 1'-0"



1 A-6 PARTIAL FLOOR PLAN - BUILDING 200

SCALE: 1/8" = 1'-0"



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: C.H., MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

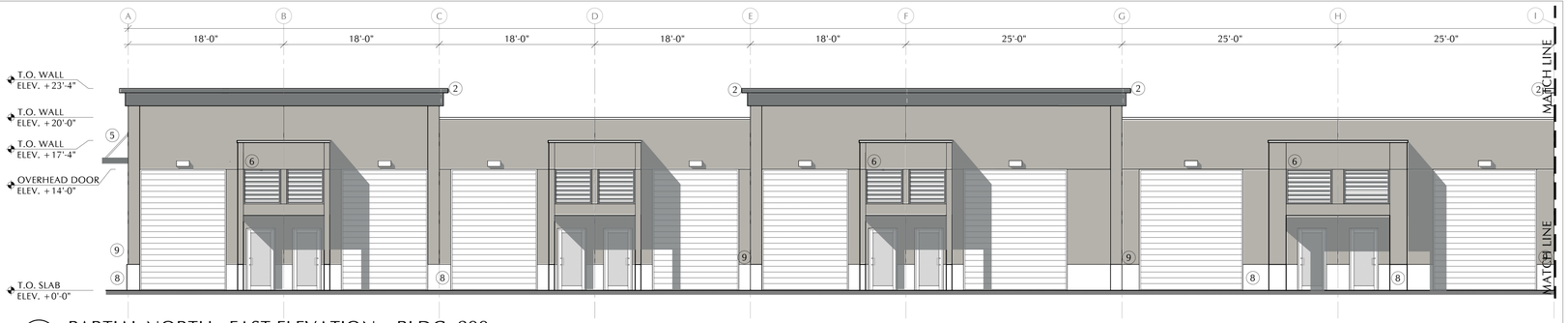
SEAL

PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

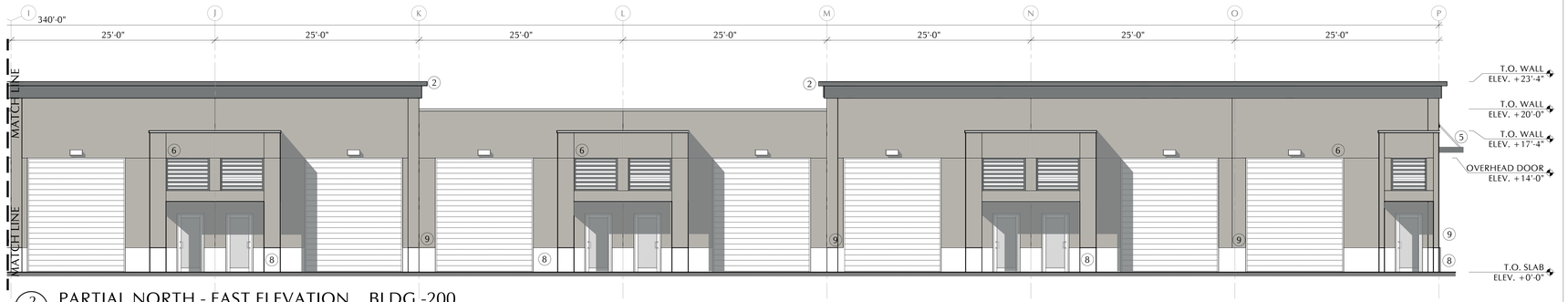
PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

SHEET TITLE	SHEET NUMBER
FLOOR PLAN BUILDING 200	A-6

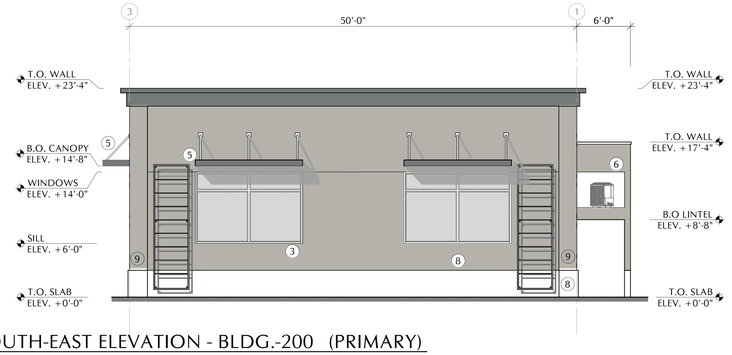
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



1 / A-7 PARTIAL NORTH - EAST ELEVATION _ BLDG.-200
SCALE: 1/8" = 1'-0"



2 / A-7 PARTIAL NORTH - EAST ELEVATION _ BLDG.-200
SCALE: 1/8" = 1'-0"



3 / A-7 SOUTH-EAST ELEVATION - BLDG.-200 (PRIMARY)
SCALE: 1/8" = 1'-0"

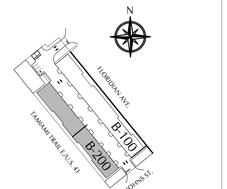
CCLDC - 5.05.08 ARCHITECTURAL DESIGN STANDARDS

1	MASSING:	Transitional elements incorporated for a minimum of 60% of the facade lengths.
2	ROOF:	Minimum of 2 parapet line changes on facades with minimum 3 feet vertical change and maximum 100 feet in between; provided 12 with vertical changes of 3'-4" each.
3	GLAZING:	Primary facade South-West: 8056 square feet total, 1208 (15%) alternative required, 1251 SF provided.
4	TRELLIS:	Primary facade South-West: 8056 square feet total, 1007 required with 50% of window area required, 1044 SF provided.
5	AWNINGS:	Primary facade South-West: 365'-4" total length, 146'-1" (40%) required with 15% glazing, 170'-8" awnings provided.
6	ENTRIES:	Projected covered entrance with a minimum 8 feet horizontal length and an area of 100 square feet: provided 8 covered entries totaling 672 SF.
7	CORNICES:	Minimum two feet high with 12 inch projection.
8	BASE:	Emphasized building base minimum or three feet high, with a minimum projection from wall of two inches.
9	PILASTERS:	Wrapping corners 2'-2" and emphasizing massing with two inch projections.

PROJECT COLORS

PURE WHITE SW 7005	PASSIVE SW 7064	GRAY MATTERS SW 7066	BAHAMAS SHUTTER / TRELLIS & CANOPIES RAL 7043

NOTE: COLOR SWATCHES MAY NOT PRINT ACCURATELY. PLEASE CONSULT SHERWIN WILLIAMS WEB SITE.



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: C.H., MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

SEAL

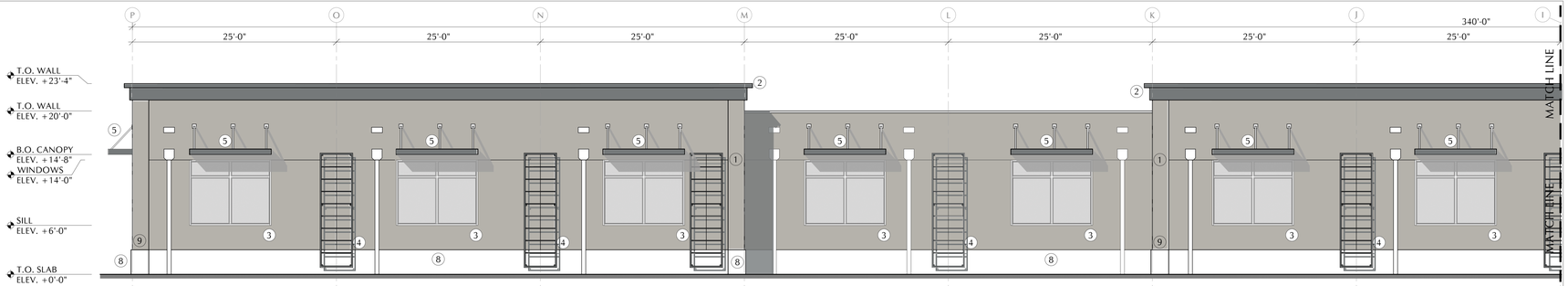
PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

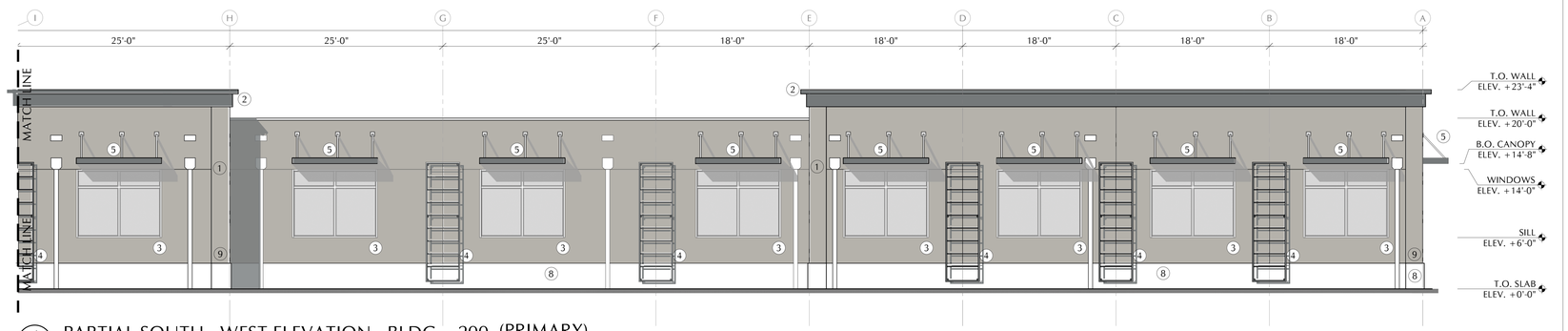
SHEET TITLE
ELEVATIONS
BLDG.- 200

SHEET NUMBER
A-7

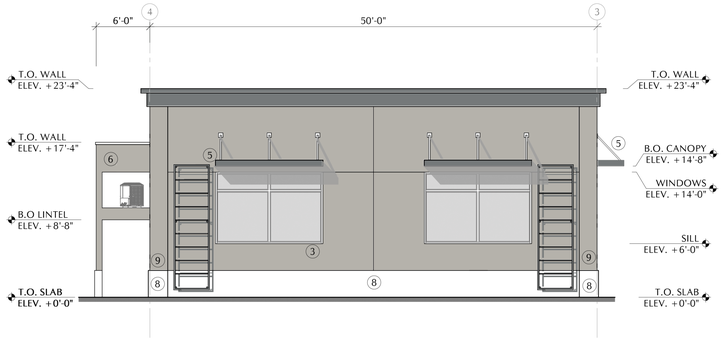
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



1 / A-8 PARTIAL SOUTH - WEST ELEVATION - BLDG. - 200 (PRIMARY)
SCALE: 1/8" = 1'-0"



1 / A-8 PARTIAL SOUTH - WEST ELEVATION - BLDG. - 200 (PRIMARY)
SCALE: 1/8" = 1'-0"



3 / A-7 NORTH - WEST ELEVATION - BLDG. -200
SCALE: 1/8" = 1'-0"

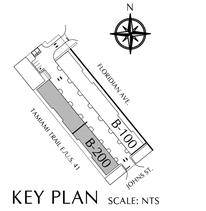
CCLDC - 5.05.08 ARCHITECTURAL DESIGN STANDARDS

1	MASSING:	Transitional elements incorporated for a minimum of 60% of the facade lengths.
2	ROOF:	Minimum of 2 parapet line changes on facades with minimum 3 feet vertical change and maximum 100 feet in between; provided 12 with vertical changes of 3'-4" each.
3	GLAZING:	Primary facade South-West: 8056 square feet total, 1208 (15%) alternative required, 1251 SF provided.
4	TRELLIS:	Primary facade South-West: 8056 square feet total, 1007 required with 50% of window area required, 1044 SF provided.
5	AWNINGS:	Primary facade South-West: 365'-4" total length, 146'-1" (40%) required with 15% glazing, 170'-8" awnings provided.
6	ENTRIES:	Projected covered entrance with a minimum 8 feet horizontal length and an area of 100 square feet: provided 8 covered entries totaling 672 SF.
7	CORNICES:	Minimum two feet high with 12 inch projection.
8	BASE:	Emphasized building base minimum or three feet high, with a minimum projection from wall of two inches.
9	PILASTERS:	Wrapping corners 2'-2" and emphasizing massing with two inch projections.

PROJECT COLORS

PURE WHITE SW 7005	PASSIVE SW 7064	GRAY MATTERS SW 7066	BAHAMAS SHUTTER / TRELLIS & CANOPIES RAL 7043

NOTE: COLOR SWATCHES MAY NOT PRINT ACCURATELY. PLEASE CONSULT SHERWIN WILLIAMS WEB SITE.



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: C.H., MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

SEAL

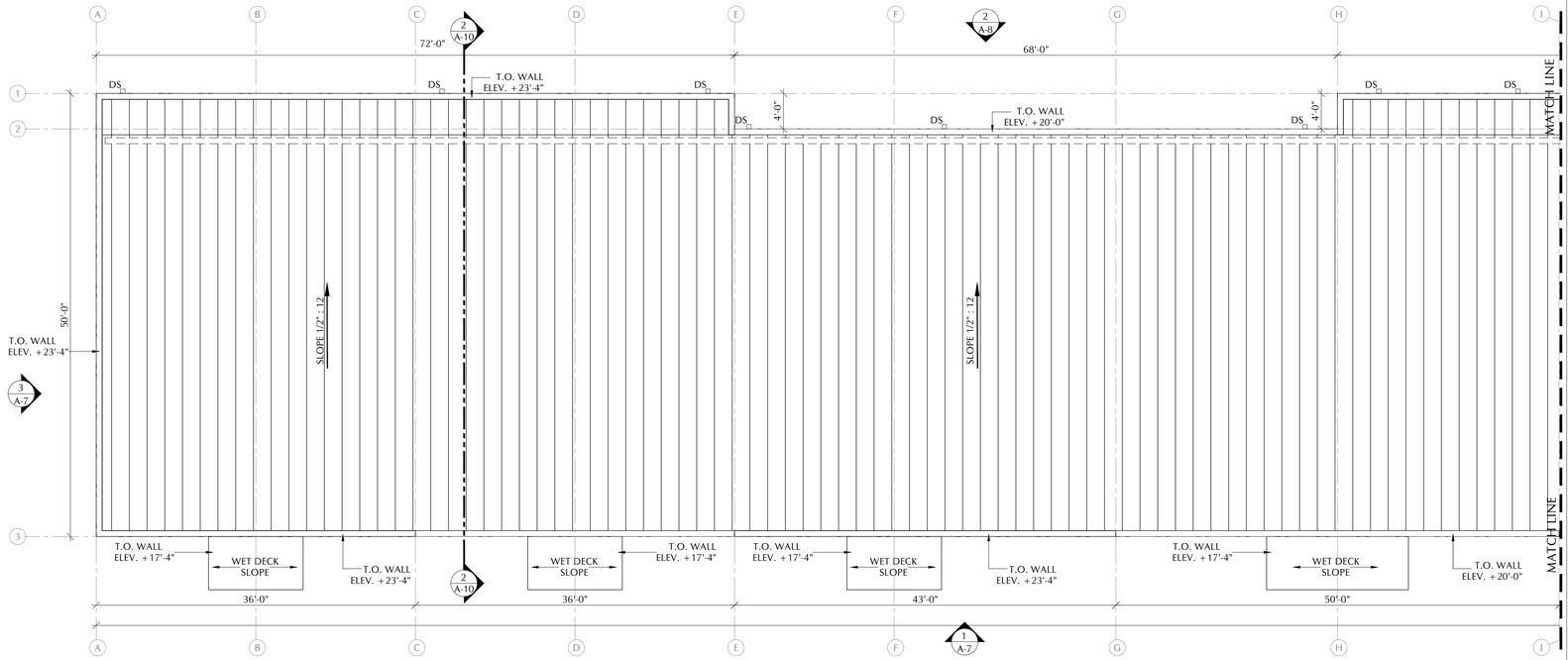
PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DESCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

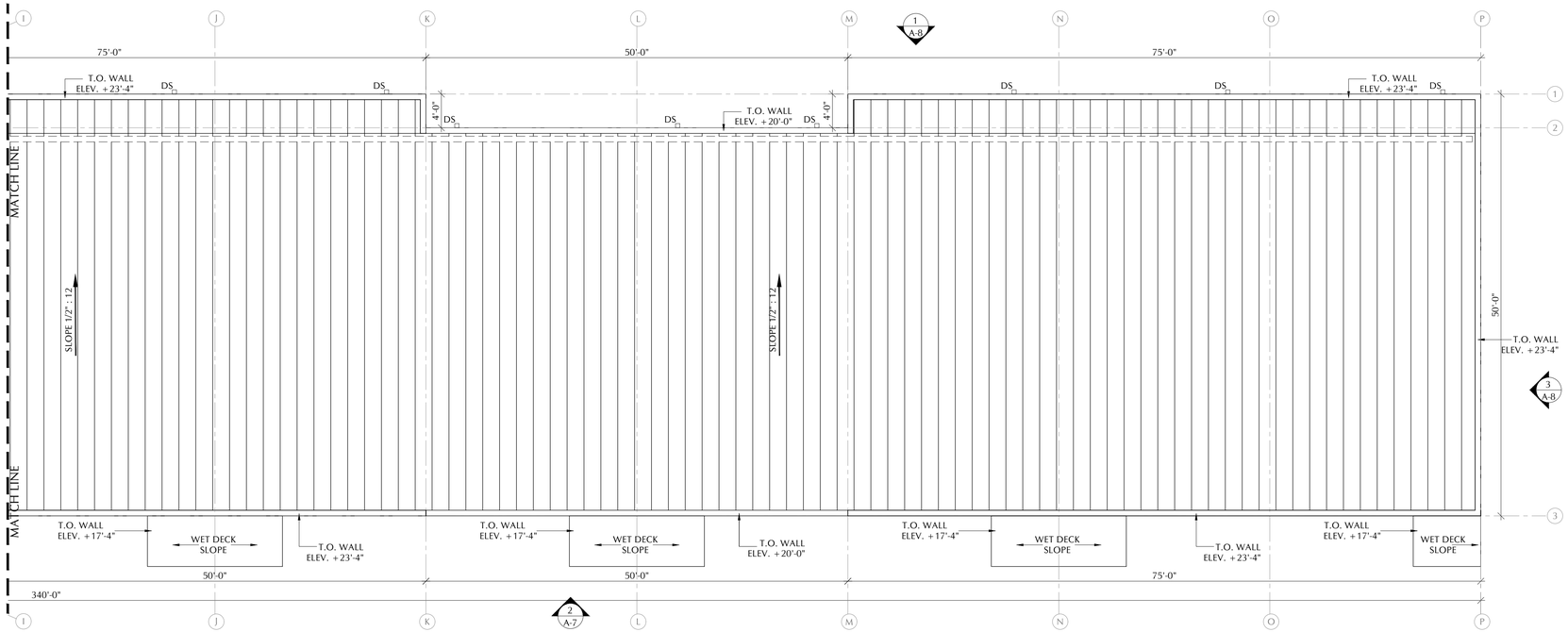
SHEET TITLE
ELEVATIONS BLDG.- 200

SHEET NUMBER
A-8

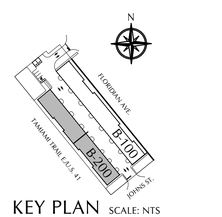
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



1 A-9 ROOF PLAN_ BLDG.-200
SCALE: 1/8" = 1'-0"



2 A-9 ROOF PLAN_ BLDG.-200
SCALE: 1/8" = 1'-0"



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: C.H., MM	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

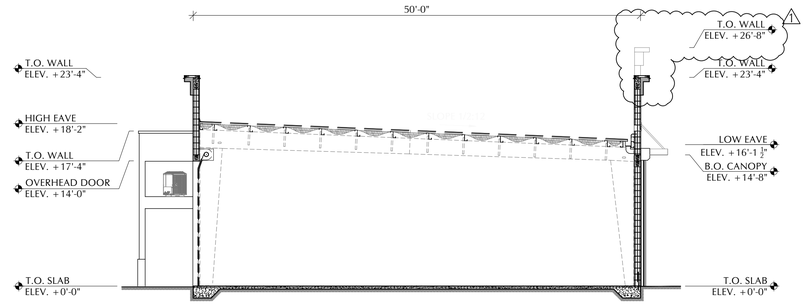
SEAL

PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

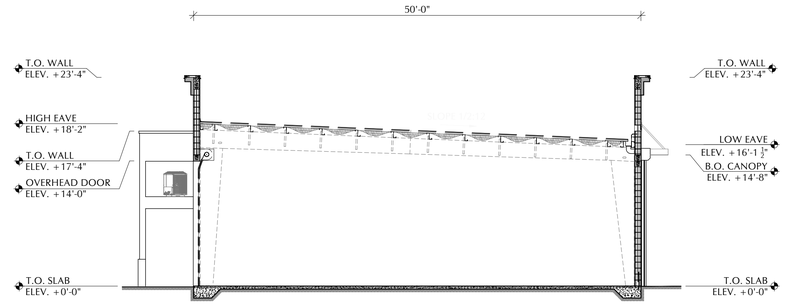
PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

SHEET TITLE	SHEET NUMBER
ROOF PLAN BLDG.- 200	A-9

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



1 A-10 BUILDING-100_ SECTION (TYPICAL)
SCALE: 1/8" = 1'-0"



2 A-10 BUILDING- 200_ SECTION (TYPICAL)
SCALE: 1/8" = 1'-0"

STRUCTURAL NOTES

1. SOIL BEARING CAPACITY: STRUCTURAL DESIGN IS BASED UPON A MINIMUM SOIL BEARING CAPACITY OF 2,000 PSF. ANY DEVIATION FROM THIS CONDITION SHALL BE REPORTED TO THE GENERAL CONTRACTOR IMMEDIATELY.
2. CONCRETE MASONRY UNITS SHALL BE ASTM C90, NORMAL WEIGHT.
3. MORTAR SHALL CONFORM TO ASTM C270 AND BE TYPE S.
4. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. PLACEMENT SHALL BE IN ACCORDANCE WITH ACI 318.
5. ALL CONCRETE SLABS ON GRADE SHALL BE THE THICKNESS INDICATED ON THE DRAWINGS, OVER MINIMUM 6 MIL POLYETHYLENE VAPOR BARRIER. SUCH SLABS SHALL BE REINFORCED WITH 6"x6" #1.4/1.4 WELDED WIRE FABRIC LAPPED 8" AT EDGES AND ENDS OR SHALL HAVE FIBERMESH REINFORCEMENT THROUGHOUT.
6. FOOTINGS SHALL BEAR UPON UNDISTURBED TREATED SOIL OR UPON SOIL COMPACTED TO AT LEAST 95% OF STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D1557) FOR A DEPTH OF AT LEAST THREE (3') FEET BELOW THE BOTTOM OF THE FOOTING.
7. WHERE SHOWN, CORES OF BLOCK MASONRY SHALL BE FILLED WITH GROUT OR PEA GRAVEL CONCRETE WITH MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS AND REINFORCING STEEL AS INDICATED ON THE DRAWINGS.
8. REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60 DEFORMED NEW BILLET STEEL CONFORMING TO ACI 301, ACI 315, ACI 318 AND CRSI MANUAL OF STANDARD PRACTICE LATEST EDITIONS. MINIMUM LAP SPLICES SHALL BE 40 BAR DIAMETERS.
9. ALL CONTINUOUS VERTICAL AND HORIZONTAL REINFORCING STEEL IN FOOTING, BEAMS AND COLUMNS SHALL BE SPLICED A MINIMUM OF 40 BAR DIAMETERS OR 25", WHICHEVER IS GREATER.
10. CONCRETE COVER OF REINFORCING STEEL SHALL BE AS FOLLOWS:
    - FOOTINGS: 3" BOTTOMS AND SIDES, 2" TOP;
    - BEAMS: 1-1/2" BOTTOM, SIDES AND TOP;
    - COLUMNS: 1-1/2";
    - SLABS ON GRADE: 2" BOTTOM, 1" TOP;
    - OTHERS PER ACI.

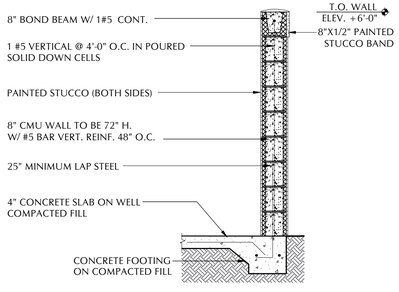
11. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS. MINIMUM LAP SHALL BE ONE SPACE PLUS TWO INCHES.
12. VERTICAL WALL REINFORCEMENT SHALL BE #5 STEEL RODS AT 4'-0" O.C. MAX AND AT EACH SIDE OPENING OF OPENINGS LESS THAN 8'-0". ALL OPENINGS EQUAL TO OR GREATER THAN 8'-0" SHALL RECEIVE 2 #5 RODS. VERTICAL DOWELS TO BE EMBEDDED 8" MINIMUM INTO FOOTINGS. STEM WALL VERTICAL REINFORCEMENT SHALL BE #5 STEEL RODS AT 4'-0" O.C. MAX ALL RODS, LAPS, VERTICAL OR HORIZONTAL TO HAVE A MINIMUM OF 40 ROD DIAMETERS, MIN. GRADE STEEL, MIN. LAP 25".
13. BITUMINOUS FIBERBOARD ISOLATION JOINTS SHALL BE INSTALLED WHERE INDICATED.
13. CONTRACTOR CONTROL JOINTS SHALL BE SAW CUT INTO ALL SLABS WITHIN A MAXIMUM 9 HOURS AND/ OR SAME DAY OF POUR. SAW CUT GRID SHALL BE MAXIMUM 12'x12' AND AS OTHERWISE REQUIRED TO OPTIMIZE SLAB CRACK CONTROL.
14. IMPORTANT: PROVIDE ¼" SLAB RECESSES AT ALL EXTERIOR DOOR OPENINGS.

APPLICABLE CODES

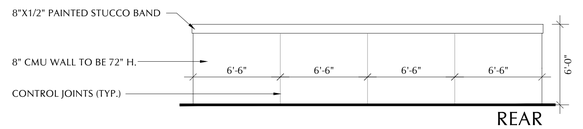
ALL WORK SHALL CONFORM TO THE FOLLOWING CODES, LAWS AND LOCAL ORDINANCES:
- SEVENTH EDITION (2020) FLORIDA BUILDING CODE
- SEVENTH EDITION (2020) FLORIDA FIRE PREVENTION CODE
- COLLIER COUNTY, CODE OF ORDINANCES.
- FLORIDA DEPARTMENT OF STATE - ADMINISTRATIVE CODE
- CURRENT FLORIDA STATUES

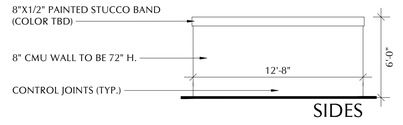
STRUCTURAL LOADS

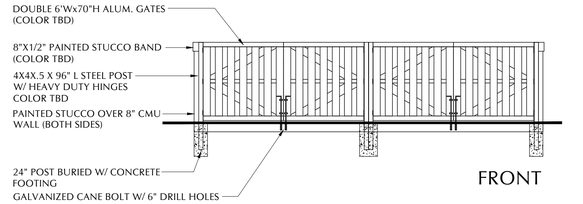
THIS STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH CHAPTER 16 OF THE FLORIDA BUILDING CODE SEVENTH EDITION (2020) AND DEAD AND LIVE LOADS PER THE REQUIREMENTS OF ASCE 7-10.



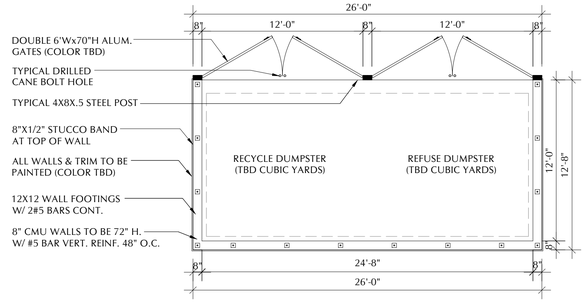
5 A-10 DUMPSTER WALL SECTION
SCALE: 1/8" = 1'-0"



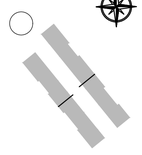




3 A-10 DUMPSTER ELEVATION
SCALE: 1/8" = 1'-0"



4 A-10 DUMPSTER PLAN
SCALE: 1/8" = 1'-0"



KEY PLAN SCALE: NTS

REV #	DATE / DESCRIPTION	D. By	REV #	DATE / DESCRIPTION
1	09.22.23	MM	5	
2			6	
3			7	
4			8	

Job No: -	Date: 9/8/2022
Drawn By: C.H.	Stage: S.D.P.
S.D.P.#:	Permit #:

HARKLAU STORAGE
11075 TAMIAMI TRAIL E.

NAPLES, FL 34113

SEAL

PHOENIX
ASSOCIATES OF FLORIDA, INC.
13180 Livingston Road | Suite #204 Naples | FL 34109P 239 | 596-9111 F 239 | 596-2637
Certificate of Authorization #CA-00007607 Certificate of Authorization #AA-26003191

PHOENIX ASSOCIATES OF FLORIDA, INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, DESIGNS, ARRANGEMENTS AND IDEAS. THESE IDEAS, PLANS AND DESIGNS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION FROM PHOENIX ASSOCIATES OF FLORIDA, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB. PHOENIX ASSOCIATES OF FLORIDA, INC. SHALL BE NOTIFIED IN WRITING OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 7TH EDITION FLORIDA BUILDING CODE.

SHEET TITLE
SECTION & DUMPSTER ENCLOSURE

SHEET NUMBER
A-10

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

DAVIDSON ENGINEERING
ESTABLISHED 1997

Civil Engineering • Planning • Permitting

DesigningExcellence

MEMORANDUM

September 12, 2023

To:	Collier County Development Services
From:	Jessica Kluttz, AICP
Reviewed By:	Brandon Copper, E.I.
RE:	Harklau Storage – Neighborhood Information Meeting Summary

Davidson Engineering conducted a Neighborhood Information Meeting regarding Harklau Storage Conditional Use Project on Thursday, September 7 at 6:00 PM. The meeting was held at the East Naples Community Park in Meeting Room A, located at 3500 Thomasson Drive, Naples, FL 34112. There were 13 in-person attendees from the public who signed in. Attached to this letter is the sign in sheet from the meeting and the PowerPoint Presentation utilized at the meeting.

Please note that advertising for this meeting was completed by Collier County staff.

The list of individuals below, associated with the project, participated in the meeting:

- Brandon Copper, Davidson Engineering
- Jaime Cook, Collier County
- Sean Sammon, Collier County

Brandon Copper, Agent for the Applicant, began the presentation at approximately 6:05 PM and gave an overview of the project location, density, zoning request, and hearing criteria.

Following the presentation, attendees asked questions and gave comments. The following list is a summary of the questions and comments along with responses given by the agent in **bold.**

- *Scott Bertrand with Treviso Bay requested for there to be provided upscale landscaping consistent with the landscaping of Treviso Bay and requested greatest setbacks to be provided from US41. He also suggested for there to be security measures in place on the property including a security guard,*

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

gated entry, and cameras. Encouraged that there be no activities on site beyond the car condo use, and was concerned about stadium style lighting.

Response: Confirmed that landscaping would be consistent with the LDC and the setback would be the minimum required per code and associated overlays. Acknowledged the request for security measures, however no commitment was made.

- *Kathleen Oleary with Treviso Bay suggested that a 24/7 security guard was necessary to provide security and also ensure no owners lived in the units. Resident was also concerned about the number of cars which could be stored in each unit and suggested that "quiet hours" be written into the condo documents governing the units.*

  Response: No commitment was made for a security guard, however the concern was acknowledged and it was noted that code enforcement or law enforcement could be contacted if any issued arise. Car storage amount is up to owner's discretion.

- *Other members of the public in attendance expressed concerns about restricting vehicle lifts and the number of vehicles per unit, the number of guest parking spaces provided, and signage. The community does not want a "gaudy sign" to face Treviso bay. Further, there was a request that no combustibles be stored in the units.*

  Response: Vehicle lifts are not currently banned, unit owners can install such equipment at their own discretion. Parking is provided per LDC standards, and any signage will also meet LDC standards. No sign variance currently proposed. Units will most likely need to be sprinklered to protect against combustibles.

[Meeting Adjourned at approximately 6:40]

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Sign In Sheet

DAVIDSON ENGINEERING

Neighborhood Information Meeting
Harklau Storage

7-Sep-23

Name	Phone Number	Email
William Mattray	239-292 5592	WMattray@theiconteam.com
Scott Bertrand	239 302 -5736	sbertrand@theiconteam.com
Daniel Hill	908-881-1213	BLANKMINDSDAD@AOL.COM
Bob/Candace Cody	804-381-1495	RKCody@icloud.com candace.cody@icloud.com
Kathleen OLeary	469-964-4903	OLEARYKATH@HOTMAIL.COM
Sean Summers	239-252-8422	Sean.Summers@collercountyfl.gov
Jaime Cook	239.252.6290	jaime.cook@collercountyfl.gov
Colleen + Chuck Faris	978-870-2105	colleen.faris978@gmail.com
Mary & Barbara Romero	908 416 0118	MRomero_3@yahoo.com
Lisa: Alan Zumstein	859.608.1561	LISAZUM@COMCAST.NET
Gary Mann	860 899 6410	GARYVOL@ME.COM
Kim Hofmann	2149146692	kimhofmann@hotmail.com
Brandon Copper	239-434-6060	Brandon@DavidsonEngineering.com

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Harklau Storage Conditional Use

NEIGHBORHOOD INFORMATION MEETING

PL20220003454

AUGUST 14, 2023

DAVIDSON ENGINEERING

In Attendance

Jessica Kluttz, AICP – Davidson Engineering – Planner

Brandon Copper, E.I. – Davidson Engineering – Project Manager

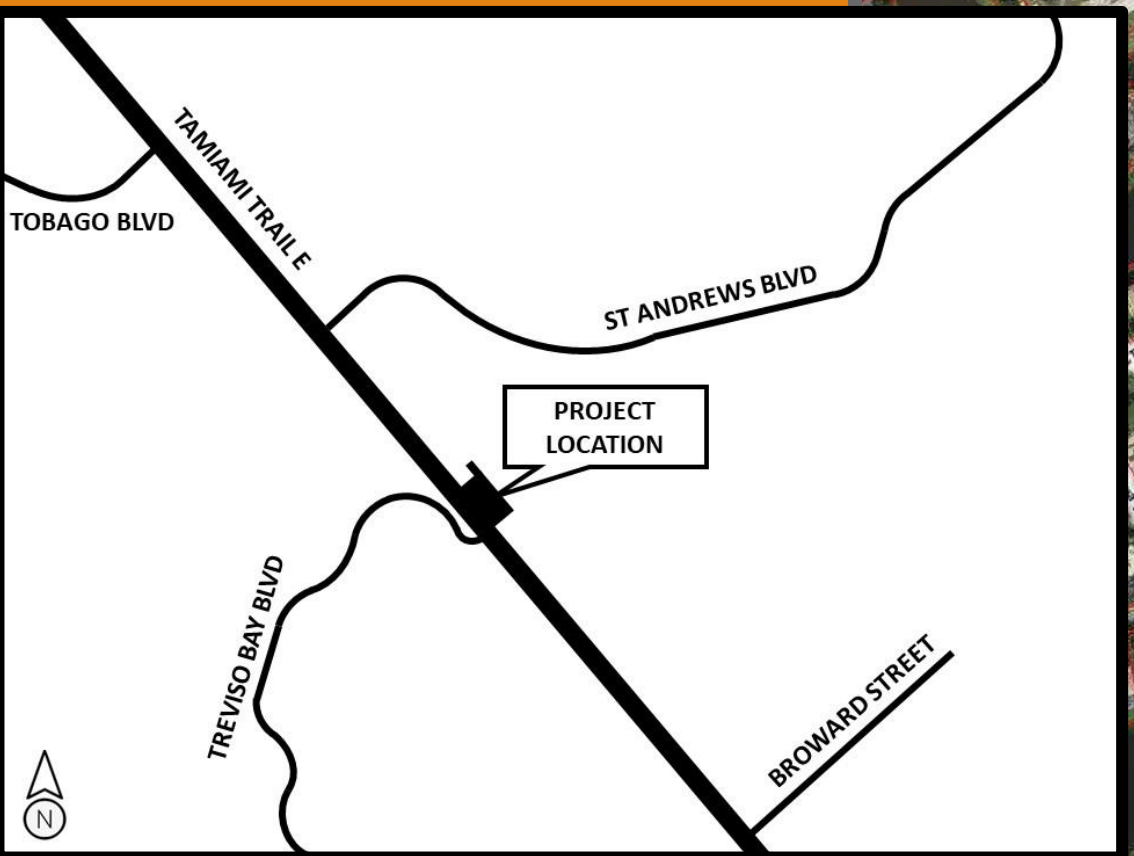
Chris Lascano – Phoenix Associates – Architect

Brett Harklau – Property Owner

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Site Location

2.47 Acres of vacant land along Tamiami Trail E.





Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Current Zoning: C-4

Permitted uses:

- Parking Lots and Garages
- Child Day Care
- Carwash
- Retail and Department Stores
- Restaurant
- Gas Station and Service Station
- Hospital
- Laundromat
- Amusement and Recreation, Outdoors

Conditional Uses:

- Air conditioned mini and self storage warehousing

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Proposed Use

Automobile storage facility with 31 indoors units one-story in height. Each unit will have a private restroom.

The proposed use of car condos will have minimal impact on neighboring properties in relation to noise, glare, economic, and odor effects. There are no noxious odors, glares, or sounds associated with self-storage uses, and the building's size will be screened by appropriate landscape buffering.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage



Consistency

In HEX decision 2017-04, a similar conditional use for indoors self storage was approved at 11201 Tamiami Trail E, showing that this use is deemed to be compatible with the general area.

This development was approved at three stories of self-storage, which is a more intense and commercially activating development than the car condo proposed in this application.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Consistency

Addressing the East Naples Community Development Plan, within the plan a self-storage facility is identified as an undesirable use. This plan does state that warehouse space can be encouraged to redevelop as mixed-use. This development is proposing a car condo, which allows for more than just storage and warehouse space. These units may be used by patrons as a recreational space to display their automobiles and host small gatherings.

Per this plan, the US 41 at Naples Manor study area has an aim to add 254,000 square feet of commercial space to the area. This conditional use would allow for currently vacant land to be developed into an activated commercial use which will have gated access to not encourage through traffic into the neighborhoods surrounding it nor create any noxious impacts that other C-4 uses may produce. Such permitted uses include carwashes, drycleaning plants, equipment rental, and hospitals which all produce elevated noise, odor, or chemical exposure.

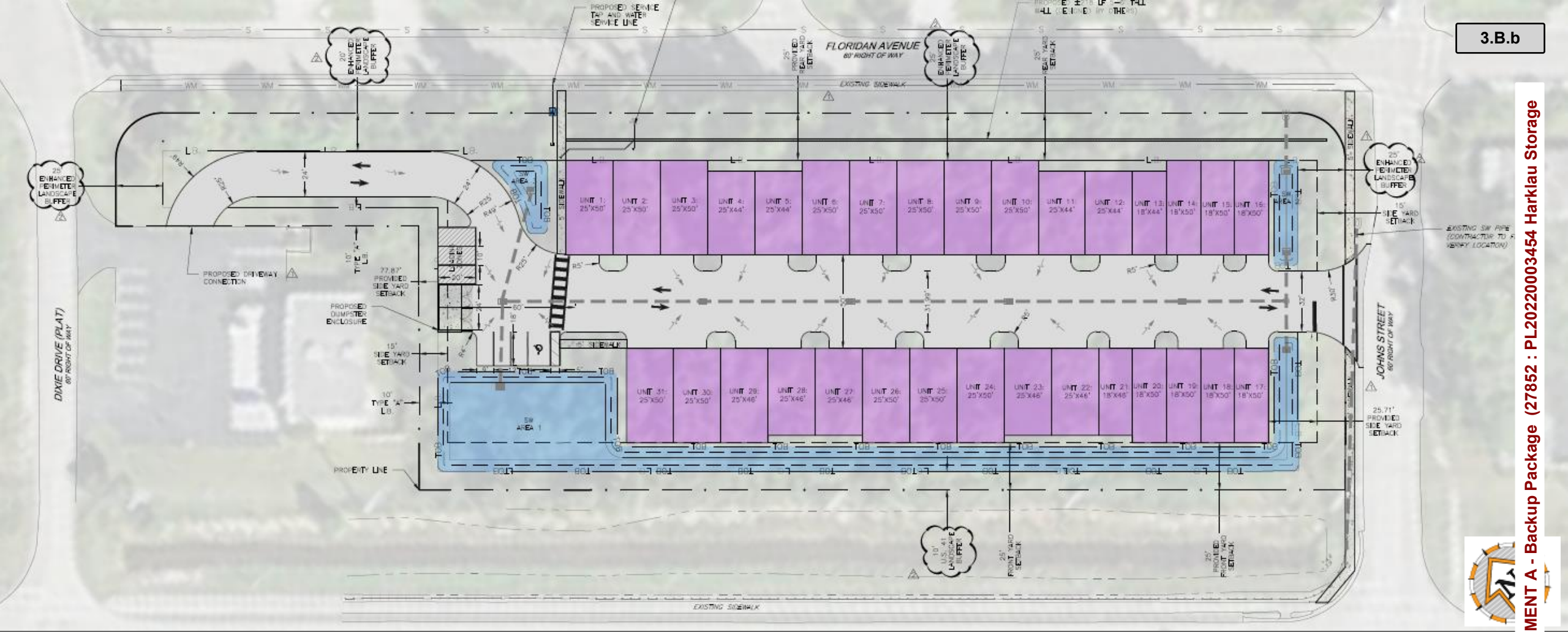
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Compatibility: Surrounding Uses

The site directly abuts right-of-way and commercial uses.

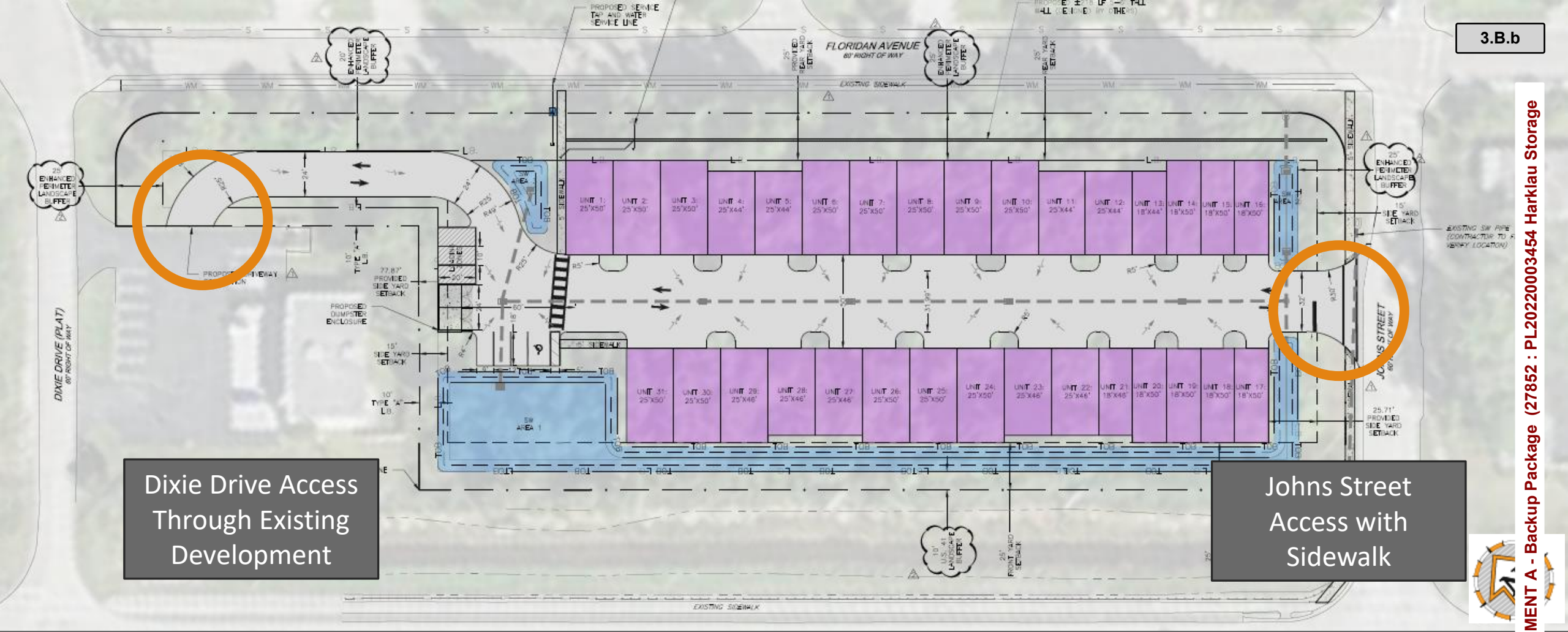


Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage



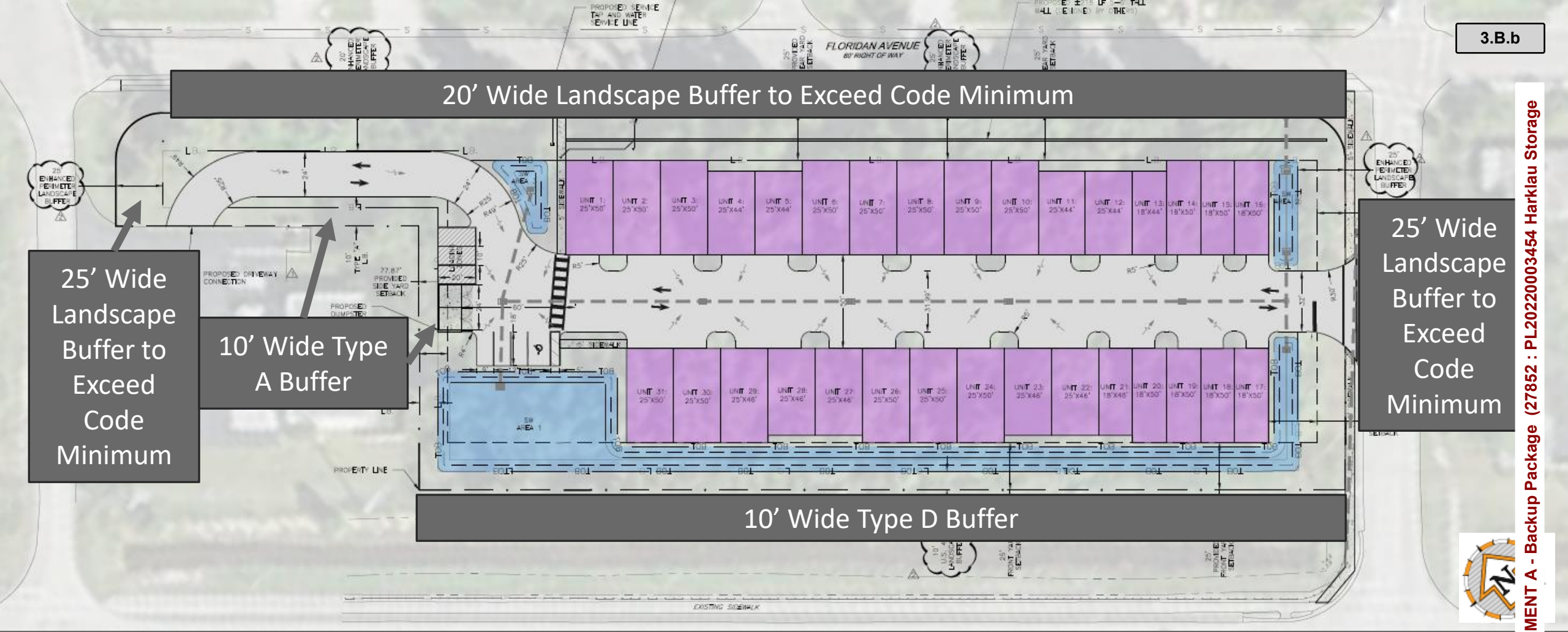
Concept Plan: 31 Automotive Storage Units

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage



Concept Plan: Access

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage



Concept Plan: Buffering
At least a 60” Tall Hedge Where Abuts Residential

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Proposed Conditions of Approval

1. The maximum total daily trip generation for the CU shall not exceed 31 two-way PM peak hour net trips based on the use codes in the ITE Manual on trip generation rates in effect at the time of application for SDP/SDPA or subdivision plat approval.

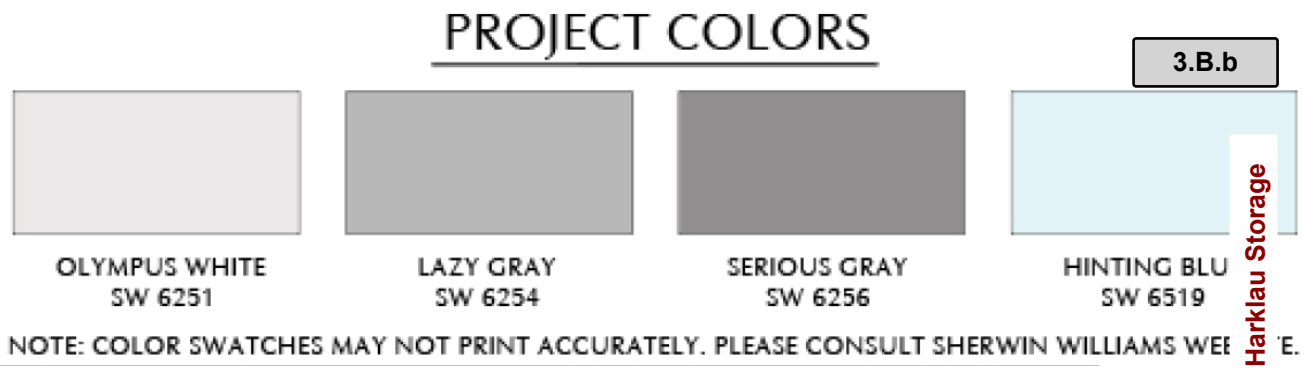
2. Hours of access shall be 24 hours a day, 7 days a week with no overnight stays or overnight parking outside units permitted.

3. No direct access on Floridian Avenue shall be provided.

4. No outdoor noise amplification shall be permitted.

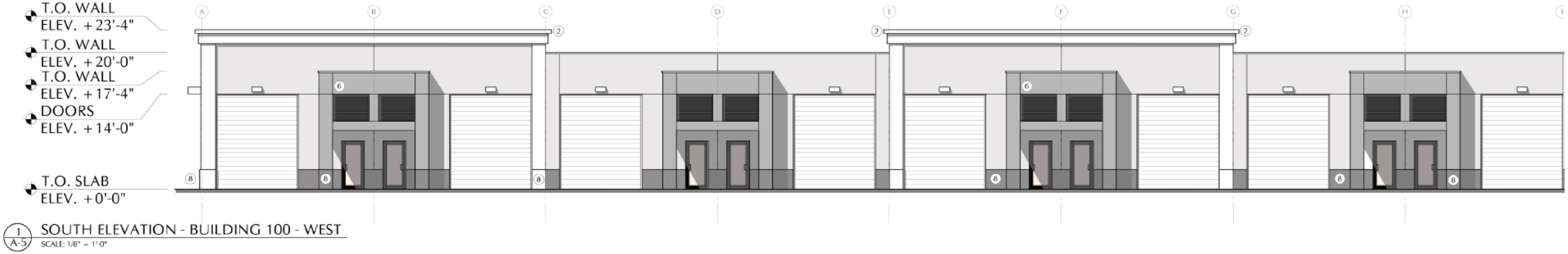
Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Architectural Plans



19,892 SF of indoors storage space

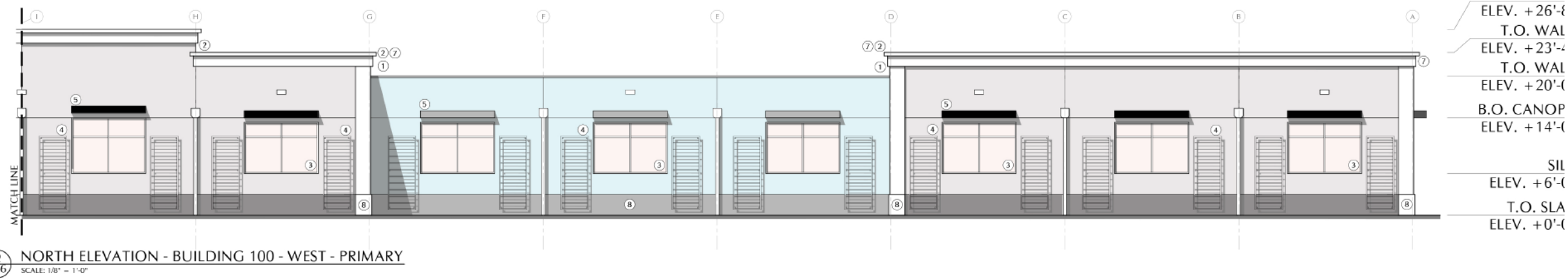
Internal view



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Architectural Plans

External View



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage

Thank you

Conditional Use for Self Storage
PL20220003454

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Traffic Impact Study

Harklau Storage (CU)

Naples, FL 34113
Collier County

PREPARED BY:
Davidson Engineering, Inc.
4365 Radio Road, Suite 201
Naples, Florida 34104

Methodology Meeting Review Fee: $500
TIS Small Scale Review Fee: $0

Revised: March 02, 2023
October 31, 2022

_____

Jeff Davidson, P.E. License No. 47161
Company ID No. 9496

Table of Contents

Introduction and Methodology 1

Proposed Improvements 2

Site Access and Build-out Year 2

Trip Generation 2

Trip Distribution and Assignment 3

Background Traffic 4

Existing and Future Roadway Network 4

Project Impacts to Area Roadway Network – Roadway Link Analysis 4

Significance Test 5

Concurrency Analysis 5

Operational and Turn Lane Analysis 6

Conclusion 6

Appendix A: Project Concept Plan

Appendix B: Trip Distribution Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Introduction and Methodology

This traffic impact statement is prepared to meet the conditional use application requirements for the proposed Harklau Storage development. The development proposes to construct ±34,420 SF of car self-storage units in the undeveloped ±2.47-acre property comprised of four parcels. The subject site does not currently have an address, but it is located at the corner of Dixie Drive and Floridian Avenue, Naples FL, 34113. The site is zoned C-4. Refer to Figure 1 below for the project location and Appendix A for a proposed concept plan.

The Harklau Storage development will conduct a "Small Scale Study" TIS as it adheres to all the criteria in the Collier County Guidelines for such. The analysis is based on the available Land Use categories provided in the 11th Edition of the ITE Trip Generation Manual and provides a highest and best use scenario with respect to the project's proposed trip generation. Background traffic is extracted from the 2022 Collier County's historical Annual Update and Inventory Reports (AUIR).

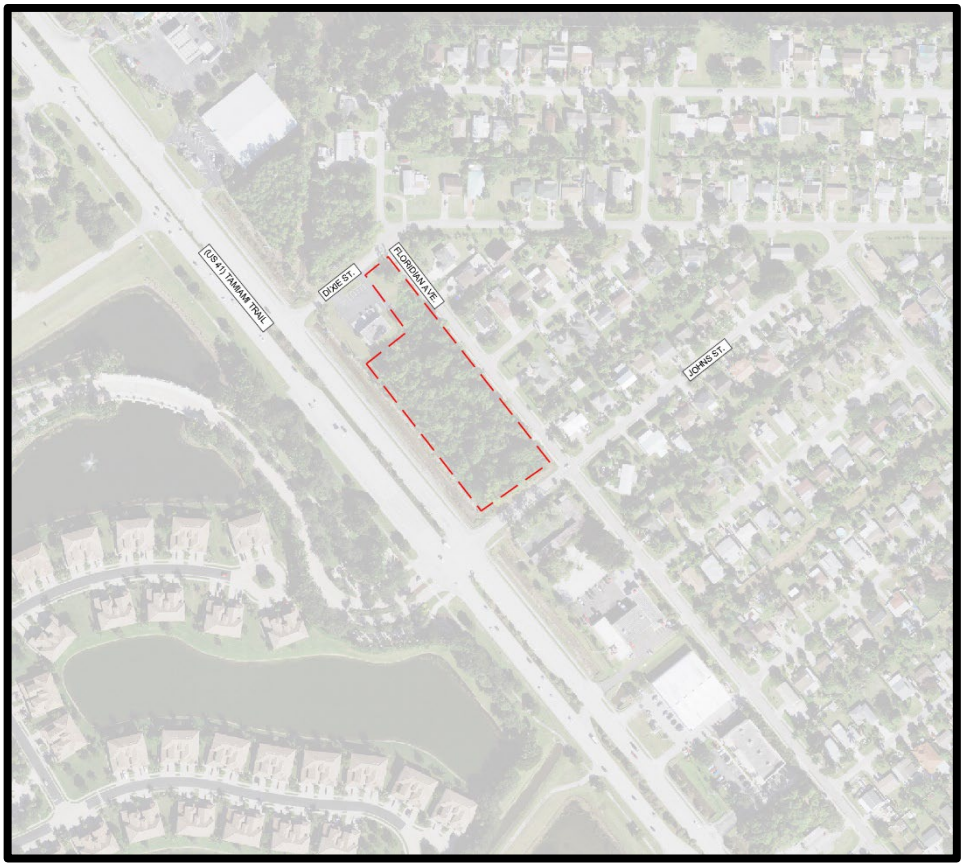


Figure 1: Project Location

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Proposed Improvements

Upon clearing the subject property, the Harklau Storage Development proposes to construct ±34,420 SF of car self-storage space, comprised of 31 units, associated parking, stormwater management system, and utilities. Table 1 details the land use code and units for the proposed development. Table 1-A illustrates the worst case scenario trip generation assuming the site generates 1 PM peak hour trip per storage unit (In coordination with Transportation Planning.

Table 1: Net/ New Trip Generation for Proposed Conditions

Land Use	ITE Land Use Code	Vehicle Trip Ends vs: GFA per 1,000 SF	Weekday			AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Mini-Warehousing	151	34.42	50	25	25	3	2	1	5	2	3

Table 2-A: Worst Case Scenario PM Peak Hour Trip Generation for Proposed Conditions

Land Use	Vehicle Trip Ends vs: 1 per Unit	PM Peak Hour		
		Total	Enter	Exit
Mini-Warehousing	31	31	15	16

[Proposed worst case scenario trip generation in coordination with Transportation Planning]

Site Access and Build-out Year

The site proposes a single access point within the Johns St. Right-of-way. Additionally, a driveway is proposed connecting the subject site to the neighboring property. The projected operational year is 2024.

Trip Generation

Trip generation rates are per the Institute of Transportation Engineers publication, *Trip Generation Manual,* 11th Edition. Table 2 illustrates a summary of the trips generated by the proposed use and their entering/exiting breakdown per the percentages provided by the ITE Trip Generation Manual. The trips generated by the proposed ITE LUC were deemed insufficient for the proposed development. As such in coordination with the CC Transportation Planning department, a worst case scenario PM peak hour trip generation was calculated. Table 2-A illustrates a summary of the worst-case scenario PM peak hour trip generation.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Table 3: Summary of Site Trip Generation

Land Use	Time Period	Equation	Calculated Traffic	Entering	Exiting
Mini-Warehousing (151)	Weekday	Average Rate = 1.45 per 1000 sf	50	25 (50%)	25 (50%)
	A.M. Peak Hour (Adjacent)	Average Rate = .09 per 1000 sf	3	2 (59%)	1 (41%)
	P.M. Peak Hour (Adjacent)	Average Rate = .15 per 1000 sf	5	2 (47%)	3 (53%)

Table 2-A: Worst Case Scenario Summary of Site Trip Generation

Land Use	Time Period	Equation	Calculated Traffic	Entering	Exiting
Mini-Warehousing (151)	P.M. Peak Hour (Adjacent)	Average Rate = 1 per Unit	31	15 (47%)	16 (53%)

[Proposed worst case scenario trip generation in coordination with Transportation Planning]

Trip Distribution and Assignment

The traffic generated by the proposed development is assigned to the nearest local roadway and concurrency links using basic knowledge of the surrounding area and the 2022 Collier County AUIR data. Per Coillier County TIS guidelines, significantly impacted roadways are identified based on the proposed projects highest peak hour trip generation of the adjacent street traffic. Per 2022 Collier County AUIR, the peak direction along Tamiami Trail East (Link 93.0) is eastbound. The total trips accounted for are representative of the worst case scenario PM peak hour trip generation for the proposed development. The site generated trip distribution is shown in Table 3 and is graphically depicted in Appendix B.

Table 4: Project Traffic Distribution for Weekday Peak Hour, Peak Direction

		Total Trips	East Toward Traingle Blvd		West Toward Davis	
		VPH	VPH*	% Split	VPH*	% Split
PM Peak Hour	Enter	15	9	60	6	40
	Exit	16	10	60	6	40

* Trips distributed are rounded to nearest whole number.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Background Traffic

The background traffic is conservatively evaluated, the historical growth rate shows the following over the last five years:

Per the Growth Rate Calculations provided by Collier County in the AUIR a minimum average growth rate of 2.00% is used to determine the projects expected traffic two years after the 2024 build-out; refer to Table 4.

Table 5: Background Traffic without Project (2026)

Roadway Link	Roadway Link Direction	2022 AUIR Peak Hr, Peak Dir Volume	Projected Traffic 2.0% Growth Rate			2026 Projected Peak Hr, Peak Dir Background Total Volume w/out Project
			2023	2024	2025	
Tamiami Trail East (ID# 93.0)	Rattlesnake Hammock Rd. to Triangle Blvd.	2,110	2,152	2,195	2,239	2,284

Existing and Future Roadway Network

The existing roadway conditions are also extracted from the 2022 AUIR. The 2026 roadway conditions are based on the current Collier County *Growth Management Division Five Year Work Program*. Based on the roadway's current level of service (LOS) and remaining capacity, the LOS is anticipated to remain the same through 2026. The existing and future roadway conditions are illustrated in Table 5.

Table 6: Existing and Future Roadway Conditions

Roadway Link	Roadway Link Location	Exist. Roadway	Existing LOS	Exist. Peak Dir, Peak Hr Service Volume	Min. LOS Standard	Future 2026 Roadway
Tamiami Trail East (ID# 93.0)	Rattlesnake Hammock Rd. to Triangle Blvd.	6D	D	3,000	E	6D

Project Impacts to Area Roadway Network – Roadway Link Analysis

Collier County's Transportation Planning Services department developed Level of Service (LOS) volumes for all major roadway links; these were evaluated to determine the project's impact on the roadway network two years after build-out, 2026. Table 6 illustrates the LOS impacts of the project on the roadway network closest to.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Table 7: Roadway Link LOS -- With and Without the Project in the Year 2024

Roadway Link	CC AUIR Link ID #	Roadway Link Location	2026 PH, PD Service Volume	2026 PH, PD Volume w/out Project	2026 PH, PD Volume w/Project	Remaining PH, PD Service Volume Capacity w/Project	% Service Volume Impacted by Project	Min LOS exceeded with Project? Yes/No
Tamiami Trail East	93.0	Rattlesnake Hammock Rd. to Triangle Blvd.	3,000	1,938	1,948	1,052	0.33%	No

Table Note- PH, PD = Peak Hour, Peak Direction for PM Peak Exiting.

Based on the TIS criterion, this project does not create any significant or adverse impacts to the area's roadway network.

Significance Test

As shown below in Table 7 the adjacent concurrency link is not found to be significantly impacted on US 41 during the PM Peak Hour traffic. The traffic generated by the proposed development will have a maximum of only a 0.33% PM Peak Directional (East bound) impact on US 41. As such, additional concurrency segments do not require analysis under the 2%-2%-3% review criteria.

Table 8: PM Peak Hour, Peak Direction Significance Test

Link	Roadway	Lanes	Existing LOS	2022 Service Volume	Network Peak Direction	PM Peak Hour Site Trips	% Impact
93.0	US 41	6D	D	3,000	EB	10	0.33

Concurrency Analysis

The projected operational year is 2024. Per the Collier County TIS guidelines, site plan applications with build-out horizon two years or less are to provide a concurrency analysis based on AUIR. So, Table 8 and 9, below, calculate the anticipated plus project trip volume for Link 93.0.

Table 9: 2022 AUIR Traffic Volume (Based on Collier County 2022 AUIR Data)

Link	Roadway	Pk Hr, Pk Dir Service Volume	PK Hr, Pk Dir Volume	Total Trip Bank	2022 PK Hr, Pk Dir. AUIR Vol.
93.0	US 41	3,000	2,110 (EB)	610	2,720

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Table 10: PM Peak Hour, Peak Direction LOS Link Concurrency Analysis

Link	From	Peak Hour, Peak Direction Traffic			Service Capacity*	Within Capacity?
		2022 AUIR Vol.	Project Traffic	2022 Volume (AUIR + Trip Bank+ Project)		
93.0	US 41	2,110	10 (EB)	2,730	3,000	Yes

Based on the Level of Service link analysis, this project does not create any significant or adverse impacts to the roadway network during the projected 2024 PM peak hour, peak direction traffic volume. Therefore, no additional concurrency analysis is required.

Operational and Turn Lane Analysis

The Harklau Storage development is proposing 1 driveway connection located on Johns St., a public two-lane right-of-way. Additionally, a driveway is proposed connecting the subject site to the neighboring property. This connection will allow for emergency vehicle accessibility. According to Collier County ROW Handbook, Section III.A.1.a, the criterion for left- and right-hand turn lanes on two-lane roadways are as follows:

- Left turn lanes must be provided whenever the left turn volumes are 20 vehicles or more.
- Right turn lanes must be provided whenever the right turn volumes are 40 vehicles or more.

The total number of left turn trips from the site is equivalent to 15 trips (during PM Peak hour). Likewise, the 16 right turn trips generated do not warrant a right turn lane. As depicted in Appendix B during the operational analysis, the entering & exiting PM peak hour trips generated by the proposed development do not exceed either requirement for a left or right turn lane, therefore, no additional analysis is necessary.

Conclusion

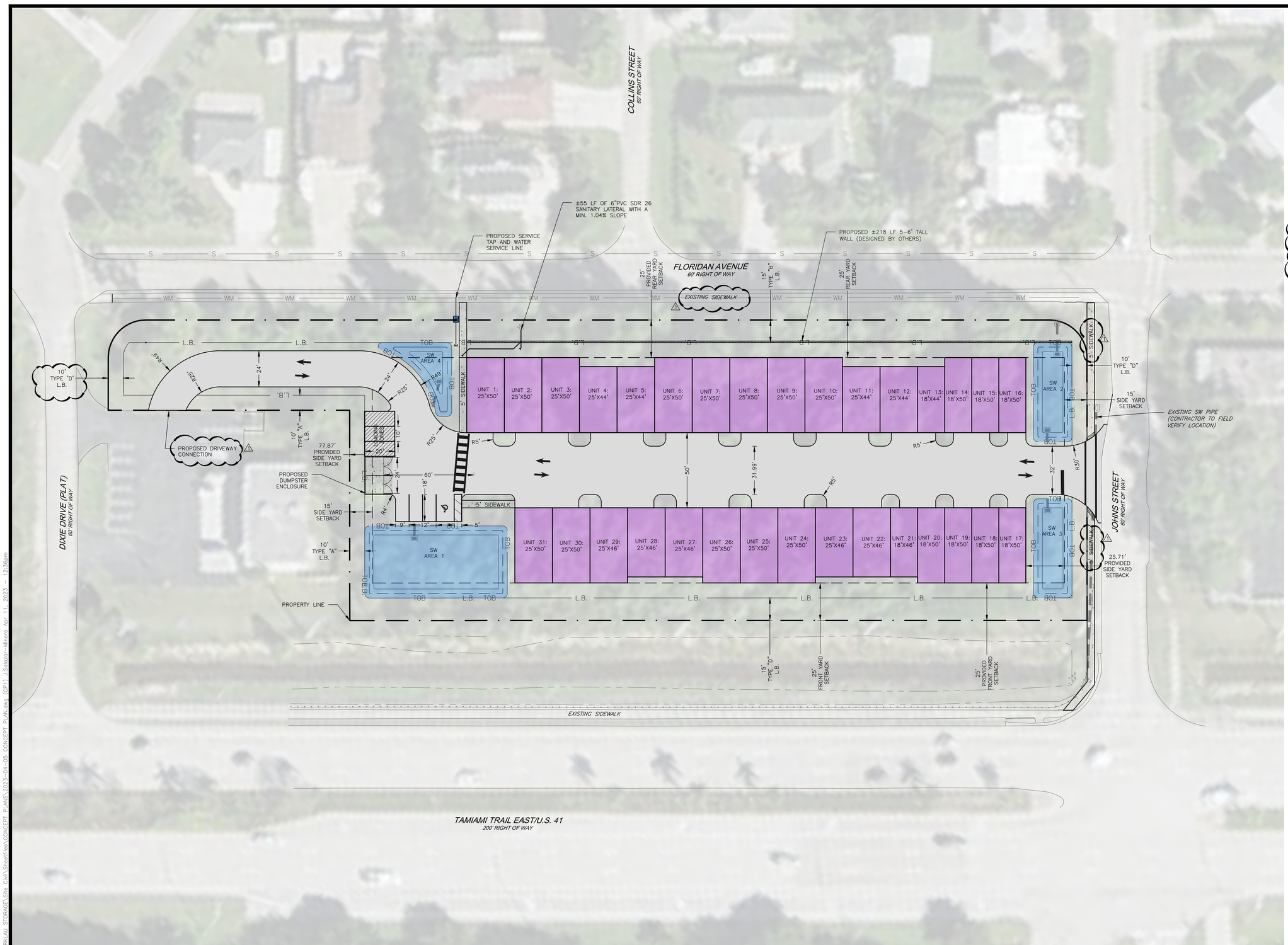
The proposed development creates an increase in the AM/PM peak hour trips due to the proposed use; however, this project will not cause adverse effects to the surrounding roadway network.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Appendix A

Project Site Plan

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



LEGEND

- STANDARD CONCRETE SECTION
- CONCEPTUAL BUILDING FOOTPRINT
- STORM WATER MANAGEMENT
- PROPOSED SIGN LOCATION

GENERAL NOTES:

1. THIS CONCEPT PLAN HAS BEEN PREPARED WITHOUT A CURRENT SURVEY AND IS BASED ON A BOUNDARY OBTAINED THROUGH COLLIER COUNTY PROPERTY APPRAISER. THE SURVEYED BOUNDARY, ONCE RECEIVED, MAY DEVIATE FROM THE COLLIER COUNTY PROPERTY APPRAISER BOUNDARY AND MAY NECESSITATE CHANGES TO THE SITE LAYOUT.
2. THE STORMWATER MANAGEMENT SYSTEM IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE PENDING STORMWATER MODELING.
3. THIS CONCEPT PLAN LAYOUT IS SUBJECT TO CHANGE AS A RESULT OF NEW INFORMATION, REQUIREMENTS, REQUESTS, AND FEEDBACK FROM PERMITTING ENTITIES.
4. PER THE COLLIER COUNTY DISCHARGE MAP, THE SITES DISCHARGE IS LIMITED TO .06 CFS/AC.

⚠ COLLIER COUNTY PRESERVE REQUIREMENTS

REQUIRED PRESERVE: (*10% X 2.47 ACRES OF NATIVE VEGETATION = .247 ACRES)

PROVIDED OFF-SITE PRESERVE: ±.247 ACRES

*PER COLLIER COUNTY'S ENVIRONMENTAL DEVELOPMENT GUIDEBOOK; COMMERCIAL DEVELOPMENTS <5 ACRES ARE REQUIRED TO PROVIDE 10% OF THE TOTAL SITE AS A PRESERVE. THE PRESERVE AREA SHALL BE REPLANTED AS NEED TO ENSURE CANOPY COVERAGE REQUIREMENTS ARE MET.

PLANNING NOTES:

ZONING: C-4

DEVELOPMENT TYPE/LAND USE: COMMERCIAL
BUILDING USE: SELF STORAGE

	REQUIRED	PROVIDED
BUILDING HEIGHT MAXIMUM:	75'	22'
MINIMUM LOT AREA:	10,000 SQ. FT.	107,593 SQ. FT.
MINIMUM LOT WIDTH:	100'	200'
MINIMUM BUILDING SEPARATION:	22'***	50'
PARKING REQUIREMENTS:	4 SPACES	4 SPACES
HANDICAP SPACES REQUIRED:	1 SPACES	1 SPACE

STRUCTURALLY UNIFIED BUILDINGS
SEE CALCULATIONS BELOW
*** 1/2 THE SUM OF BUILDING HEIGHTS

PARKING REQUIREMENTS:

SELF STORAGE @ 1 SPACE/20,000 SQ. FT. G.F.A. MIN 4 SPACES

USE G.F.A. = 34,420 SQ. FT.: 1.72 SPACES REQUIRED

MINIMUM 4 SPACES PER LDC

OVERALL PARKING REQUIREMENT: = 4 SPACES REQUIRED

HANDICAP SPACES REQUIRED (INCLUDED IN OVERALL PARKING PROVIDED):
UP TO 25 SPACES: 1 SPACES REQUIRED

LOADING SPACES REQUIRED:
(20,000-50,000 SQ. FT.) 3 SPACES REQUIRED
PROVIDED SPACES: 3 SPACES PROVIDED

WATER QUALITY CALCULATIONS

1.5" OF WATER QUALITY VOLUME:
1.5" * 1'/12" * SITE AREA =
1.5" * 1'/12" * 2.47 AC. = 0.308 AC-FT

WATER QUALITY VOL. REQ'D	.308 AC-FT
WATER QUALITY VOL. PROVIDED	.312 AC-FT

*PRELIMINARY WATER QUALITY VOLUME PROVIDED BY THE STORMWATER AREAS. ADDITIONAL WATER QUALITY MAY BE REQUIRED AFTER IMPLEMENTING STAGING AND DISCHARGE CONSTRAINTS.

FLOOD ZONE INFO:

FLOOD ZONE: AE
BASE FLOOD ELEVATION = 7.00 FT-NAVD +1.00 FT
FIRMETTE EFFECTIVE DATE: 05/16/2012

SITE / LAND USE SUMMARY

USE	ACRES	% OF SITE
IMPERVIOUS AREA		
BUILDING	0.79 ACRES	32.0%
PAVEMENT/SIDEWALKS	0.63 ACRES	25.5%
TOTAL IMPERVIOUS AREA	1.42 ACRES	57.5%
PERVIOUS AREA		
DRY DETENTION/RETENTION	0.21 ACRES	8.5%
OPEN SPACE/PRESERVE	0.84 ACRES	34.0%
TOTAL PERVIOUS AREA	1.05 ACRES	42.5%
TOTAL SITE AREA	2.47 ACRES	100.0%

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization
No. 00009496

HARKLAU STORAGE (CU)

SCALE: 1" = 30'

SHEET:
CONCEPT PLAN 1

REVISIONS		
REV.	DATE	DESCRIPTION
1	02/24/23	REVISED PER CC RAI

Z:\Active Projects\HARKLAU STORAGE\Site Civil\Sheetfiles\CONCEPT PLANS\2023-04-05_CONCEPT PLAN.dwg (CP1) | Solorzano-Moreno Apr 11, 2023 - 12:36pm

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Appendix B

Trip Distribution Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

(US 41) TAMIAMI TRAIL

DIXIE ST.

FLORIDIAN AVE.

SUBJECT PROPERTY

JOHNS ST.

SITE TRIPS

AM ENTER: 2 (59%)
AM EXIT: 1 (41%)

PM ENTER: 2 (47%)
PM EXIT: 3 (53%)

WESTBOUND (40%):
AM EXIT: 0
PM EXIT: 1

EASTBOUND (60%):
AM ENTER: 1
PM ENTER: 1

WESTBOUND (40%):
AM ENTER: 1
PM ENTER: 1

EASTBOUND (60%):
AM EXIT: 1
PM EXIT: 2

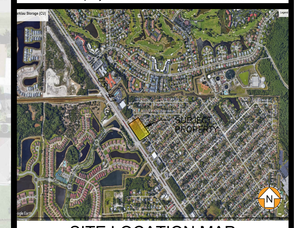
LEGEND

EXITING

ENTERING

DAVIDSON ENGINEERING
ESTABLISHED 1997

4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00009496



SITE LOCATION MAP

CLIENT:

HARKLAU LEASING LLC,

PROJECT:

HARKLAU STORAGE (CU)

REVISIONS:

REV.	DATE	DESCRIPTION

SHEET TITLE:

TIS TURN EXHIBIT

PROJECT NO.:
22-0047

SCALE: 1" = 100'

SCALE VALID AT 24X36

JEFF L. DAVIDSON, P.E NO. 47161
LEE A. DAVIDSON, P.E. NO. 90969
ANDREW E. RATH, P.E. NO. 73996
RYAN A. WHITE, P.E. NO. 67400

SHEET NO: 1 OF 1

NOTES: NOT FOR CONSTRUCTION

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Z:\Active Projects\A\ARBUTUS STREET--Mongrove Row\Site Civil\SheetFiles\EXHIBIT\ TIS Exhibit.dwg (VTE) J.Solozor--Mirero Oct 31, 2022 - 2:12pm

HARKLAU STORAGE

ENVIRONMENTAL ASSESSMENT &
PROTECTED SPECIES SURVEY REPORT

Collier County Parcel ID #'s: 62040200002, 62040160003, 62040120001, & 62040080002

October 2022
Updated March 2023

Prepared For:

Phoenix Associates of Florida, Inc.
c/o: Chris Lascano
13180 Livingston Road, Suite 204
Naples, Florida 34109
P (239) 596-9111 Ext. 203
Email: clascano@phoenix-associates.com

Prepared By:

BearPaws Environmental Consulting
1599 Covington Circle East Fort Myers FL 33919
Phone: (239) 340-0678
Email: BearPaws.Env.Consulting@GMail.com

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Introduction

An environmental assessment and protected species survey was conducted on the Harklau Storage property on October 25, 200, by Barrett Stejskal, an environmental consultant at BearPaws Environmental Consulting, with over 20 years of experience here in Southwest Florida. The 2.47± acre site is located in Section 29, Township 50S, and Range 26E, of Collier County, Florida. More specifically; the site is located north of Tamiami Trail, south of Floridan Avenue, east of Confederate Drive, and east of Johns Street, in Naples, Florida. Please see the attached Project Location Map (Exhibit A).

The purpose of this assessment was to identify all natural/native areas, such as wetlands and unique upland areas on-site per Collier County Land Development Code (LDC), Section 3.05.00, Vegetation Removal, Protection, and Preservation. The site was also inspected to determine the potential of listed (endangered, threatened, etc.) species inhabiting the site per the Collier County LDC, Section 3.04.00, the Protection of Endangered, Threatened, or Listed Species, as well as any Listed Plant Species, as identified in Collier County LDC, Section 3.04.03. Protection afforded to these listed plants is designed to provide limited relocation of seed or individual plants if they do not already occur naturally in the proposed preserve area.

Specific attention was towards locating any listed species that could inhabit the site. These listed (endangered, threatened, etc.) species are regulated by the US Fish & Wildlife Service (FWS) and/or the Florida Fish & Wildlife Conservation Commission (FWC). Specific attention was paid toward identifying any gopher tortoise (*Gopherus polyphemus*) and/or burrowing owl (*Athene cunicularia floridana*) burrows, as well as locating any potential fox squirrel (*Sciurus niger*) nests, red-cockaded woodpecker (*Picoides borealis*) and/or Florida bonneted bat (*Eumops floridanus*) cavity trees, Audubon's crested caracara (*Caracara plancus audubonii*) and/or and red-shouldered hawk (*Buteo lineatus*) nests.

The project's surrounding land uses are a mixture of residential developments, multi-family developments, commercial developments, and forested land. The survey was conducted in the mid-morning; the temperatures were in the upper 70's to low 80's; there was a light breeze; and mostly sunny skies.

Methodology

The survey method consisted of overlapping belt transects performed for all vegetation communities on-site in compliance with the Collier County Land Development Code, Section 3.08.00, Environmental Data Requirements. This survey is comprised of a several step process. This survey is comprised of a several step process. First, vegetation communities or land-uses on the study area are delineated using the Florida Land Use, Cover and Forms Classification System (FLUCFCS). Next, the FLUCFCS codes are cross-referenced with the Protected Species List. This protected species list names the species which have a probability of occurring in any particular FLUCFCS community.

The vegetation communities or land-uses on the study area are delineated on an aerial photograph using the Florida Land Use, Cover and Forms Classification System (FLUCFCS). Next, these FLUCFCS codes are cross-referenced with the Protected Species List. With a list of the potential listed plants and animals, each FLUCFCS community is searched in the field for these species. An intensive pedestrian survey is conducted using parallel belt transects as a means of searching for protected plants and animals. Signs or sightings of these species are then recorded.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Existing Site Conditions

Boundary – The boundary was obtained from Collier County parcel data and is assumed to be approximately 2.47± acres.

Soils - The soils on the property have been mapped by the National Resource Conservation Service (NRCS, formerly the Soil Conservation Service). These mappings are general in nature, but can provide a certain level of information about the site as to the possible extent of wetland area. The agencies commonly use these mappings as justification for certain wetland/upland determinations. According to these mappings, the parcel is underlain by Urban land – Immokalee – Oldsmar, limestone substratum, complex (NRCS #34; non-hydric). Urban land – Immokalee – Oldsmar, limestone substratum, complex soil is considered non-hydric at both the local and national levels. Please see the attached NRCS Soils Map (Exhibit D).

Vegetation Descriptions – Vegetation is one parameter used in determining the presence of uplands or wetlands; these community mappings will generally reflect what a specific area could be considered by the regulatory agencies. We did not observe any wetland or "other surface water" communities on-site during the site inspection.

While on-site, generalized community delineations are hand-drawn on an aerial defining the different vegetation associations on-site. These general delineations were based on the nomenclature of the Florida Land Use, Cover and Forms Classification System (FLUCFCS), Level III and IV (FDOT 1999). Please see the attached FLUCFCS Map with Aerial (Exhibit B) and FLUCFCS Map without Aerial (Exhibit C). Listed below are the vegetation communities and land-uses identified on the site.

FLUCFCS Codes & Community Descriptions

FLUCFCS 310 E3 Herbaceous (50-74& Exotics) – 0.13± Ac.

This upland community type occupies approximately 0.13± acres of the property. Exotic species such as earleaf acacia (*Acacia auriculiformis*) and Brazilian pepper (*Schinus terebinthifolius*) dominate 50-74% of this community. The canopy is mostly open with widely scattered slash pine (*Pinus elliottii*). The sub-canopy is domoinated by Brazilian pepper (*Schinus terebinthifolius*), with scattered cabbage palm (*Sabal palmetto*). The groundcover includes false buttonweed (*Spermacoce floridan*), Spanish needle (*Bidens alba*), ragweed (*Ambrosia artemisiifolia*), finger grass (*Eustachys floridana*), caesar weed (*Urena lobata*), sandspur (*Cenchrus echinatus*), cogon grass (*Imperata cylindrical*), broomsedge (*Andropogon virginicus*), bahia grass (*Paspalum notatum*), and St. Augustine grass (*Stenotaphrum secundatum*), with other various opportunistic weedy species. Commonly observed vines include grapevine *(Vitis munsoniana),* greenbriar *(Smilax* spp.), and poison ivy *(Toxicodendron radicans).* This community should be considered uplands by the regulatory agencies.This community would be considered uplands by the regulatory agencies.

FLUCFCS 420 E3 Mixed Upland Forest (50-74& Exotics) – 2.34± Acres

This upland community type occupies approximately 2.34± acres of the property. Exotic species such as earleaf acacia (*Acacia auriculiformis*), Brazilian pepper (*Schinus terebinthifolius*), and air potato (*Dioscorea bulbifera*), dominate 50-74% of this community. The canopy contains slash pine (*Pinus elliottii*), with live oak (*Quercus virginiana*), earleaf acacia *(Acacia auriculiformis*), and mimosa (*Albizia julibrissin*). The sub-canopy contains cabbage palm (*Sabal palmetto*), Brazilian pepper (*Schinus terebinthifolius*), wild coffee (*Psychotria nervosa*), wax myrtle *(Myrica cerifera)*, myrsine (*Rapanea guinensis*), and beauty-berry (*Callicarpa americana*). The groundcover contained Spanish needle (*Bidens*

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

alba), false buttonweed (*Spermacoce floridan*), cogon grass (*Imperata cylindrica*), caesar weed (*Urena lobata*), dog fennel (*Eupatorium capillifolium*), ragweed (*Ambrosia artemisiifolia*), broomsedge (*Andropogon virginicus*), and bahia grass (*Paspalum notatum*), with various other opportunistic weedy species. Commonly observed vines include air potato (*Dioscorea bulbifera*), greenbriar (*Smilax sp.)*, grapevine (*Vitis rotundifolia)*, Virginia creeper (*Parthenocissus quinquefolia*), peppervine (*Ampelopsis arborea*), and poison ivy (*Toxicodendron radicans*). This community would be considered uplands by the regulatory agencies.

Table 1. FLUCFCS Community Table

FLUCFCS Code	Community Description	Classification	Acres
310 E3	Herbaceous (Exotics 50-74%)	Upland	0.13± Ac.
420 E3	Mixed Upland Hardwoods (Exotics 50-74%)	Upland	2.34± Ac.
Total			**2.47± Ac.**

Listed Species Results

During our updated field survey for protected species on the property; the site was inspected to determine the potential of listed (endangered, threatened, etc.) species inhabiting the site per the Collier County LDC, Section 3.04.00, the Protection of Endangered, Threatened, or Listed Species, as well as any Listed Plant Species, as identified in Collier County LDC, Section 3.04.03. During this species survey, we did not observe any protected species or signs thereof. There were no nest-like structures or tree cavities were noted. There were no gopher tortoise (*Gopherus polyphemus*) burrows were identified on-site; there were burrows believed to belong to that of the eastern nine-banded armadillo (*Dasypus novemcinctus),* that were identified, but not flagged in the field.

There were several non-listed species identified while conducting the protected species survey, among those were mourning doves (*Zenaida macroura*), pine warblers (*Setophaga pinus*), grey squirrels (*Sciurus carolinensis*), an eastern cottontail rabbit (*Sylvilagus floridanus*), and a black racer (*Coluber constrictor*). The various listed species that may occur in the FLUCFCS communities on-site have been tabulated on the attached table below. Please see the attached Protected Species Map (Exhibit E).

Summary & Discussion

Due to the disturbed nature of the site, the abundance of exotic plant species, the surrounding land uses, and the busy roads/highways, it is unlikely that this site supports or would provide habitat for protected species. Generalized community locations were estimated and hand-drawn on a non-rectified aerial with approximate habitat boundaries, hence their location and aerial extent is approximate.

The information contained and the work performed as part of this assessment, conforms to the standards and generally accepted practices in the environmental field, and was prepared substantially in accordance with then-current technical guidelines and criteria. The summary of findings and on-site conditions, have been based upon professional expertise and current site conditions, as of the time of this assessment. The determination of ecological system classifications, functions, values, and boundaries, is an inexact science, and different individuals and agencies may reach different conclusions.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Table 2: Listed Species by Habitat with Current Status

FLUCFCS Code	FLUCFCS Description	Common Name	Scientific Name	Percent Coverage	Observed	USDA	FDA&CS	FWS	FWC
310	Herbaceous	Audubon's crested caracara	*Polyborus plancus audubonii*	90	--	--	--	T	T
		Beautiful paw-paw	*Deeringothamnus pulchellus*	90	--	E	E	E	--
		Curtis milkweed	*Asclepias curtissii*	90	--	--	E	--	--
		Fakahatchee burmannia	*Burmannia flava*	90	--	--	E		
		Florida black bear	*Ursus americanus floridanus*	90	--	--	--	SAT	T
		Eastern indigo snake	*Drymarchon corais couperi*	90	--	--	--	T	T
		Gopher frog	*Rana areolata*	90	--	--	--	--	SSC
		Gopher tortoise	*Gopherus polyphemus*	90	--	--	--	T	T
		Florida black bear	*Ursus americanus floridanus*	90	--	--	--	SAT	T
		Florida coontie	*Zamia floridana*	90	--	--	C	--	--
		Florida sandhill crane	*Grus canadensis pratensis*	90	--	--	--	--	T
		Southeastern American kestrel	*Falco sparverius paulus*	90	--	--	--	--	T
420	**Mixed Upland Hardwood**	Beautiful paw-paw	*Deeringothamnus pulchellus*	90	--	E	E	E	--
		Big cypress fox squirrel	*Sciurus niger avicennia*	90	--	--	--	--	SSC
		Florida bonneted bat	*Eumops floridanus*	90	--	--	--	E	E
		Eastern indigo snake	*Drymarchon corais couperi*	90	--	--	--	T	T
		Fakahatchee burmannia	*Burmannia flava*	90	--	--	E	--	--
		Florida black bear	*Ursus americanus floridanus*	90	--	--	--	SAT	T
		Florida coontie	*Zamia floridana*	90	--	--	C	--	--
		Gopher frog	*Rana areolata*	90	--	--	--	--	SSC
		Gopher tortoise	*Gopherus polyphemus*	90	--	--	--	T	T
		Red-cockaded woodpecker	*Picoides borealis*	90	--	--	--	E	SSC
		Satinleaf	*Chrysophyllum olivaeforme*	90	--	--	T	--	--
		Southeastern American Kestrel	*Falco sparverius paulus*	90	--	--	--	--	T

C = Commercially Exploited, SAT = Similarity of Appearance Threatened, SSC = Species of Special Concern, T = Threatened, E = Endangered

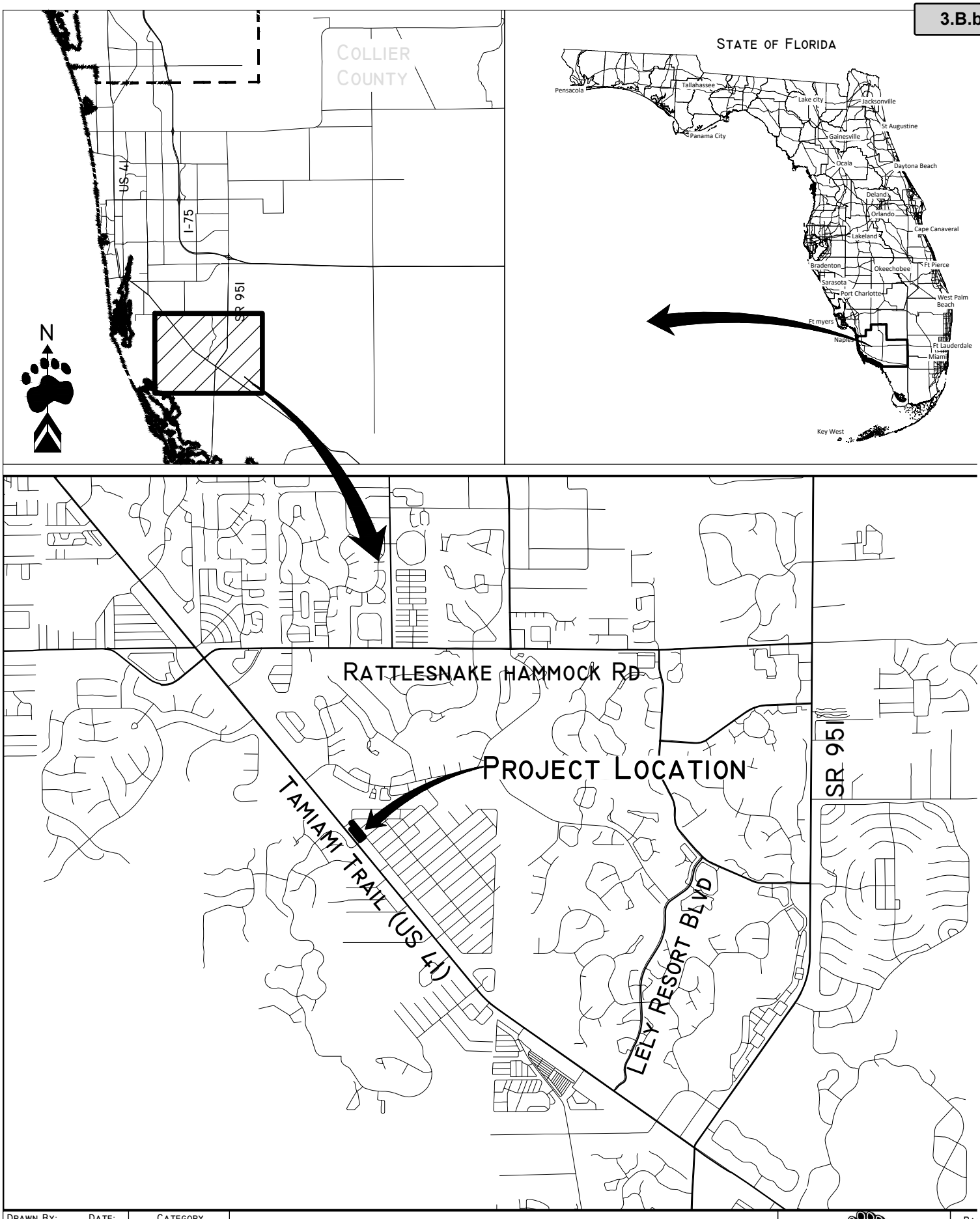
Table designates listed species with potential to occur in each FLUCFCS community.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Exhibit A

Project Location Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

DRAWN BY: BWS DATE: 3/14/23	CATEGORY: LOCATION
JOB NUMBER:	SCALE: NTS
S/T/R: 29/50S/26E	COUNTY: COLLIER

Harklau Storage

Location Map

BEARPAWS ENVIRONMENTAL CONSULTING
1599 COVINGTON CIRCLE
(239) 340-0678 BEARP

PA

EXHIBIT

Exhibit B

FLUCFCS Map with Aerial

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



FLUCFCS Legend		
FLUCFCS Code	Community	Acres
310 E3	Herbaceous (50-74% Exotics)	0.13 Ac.±
420 E3	Mixed Upland Hardwood (50-74% Exotics)	2.34 Ac.±
	TOTAL	2.47 Ac.±

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Aerial photographs were acquire from the Collier County GIS Dept and have a flight date of January 2021.

Revisions	Date:

Drawn By: BWS Date: 3/14/23

Job Number

S/T/R 29/50S/26E

Harklau Storage

Aerial FLUCFCS Map

Category: FLUCFCS

Scale: 1" = 200'

County: Collier

BEARPAWS ENVIRONMENTAL CONSULTING

1599 Covington Circ
(239) 340-0678 bearpa

Pag -

Exhibit

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

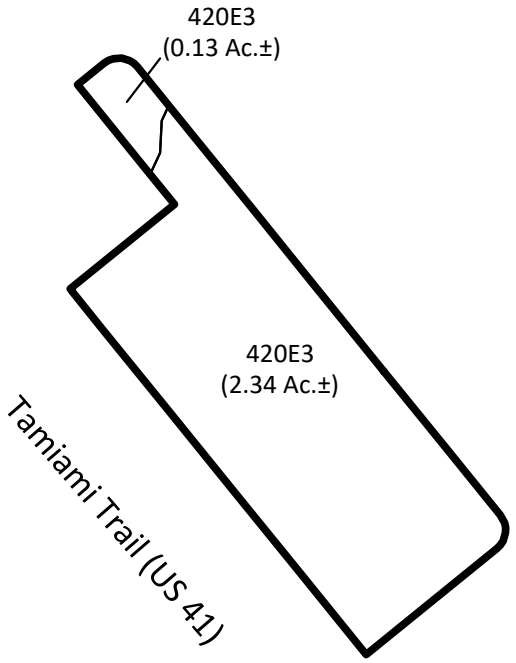
Exhibit C

FLUCFCS Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

N

Scale: 1" = 200'



FLUCFCS Legend		
FLUCFCS Code	Community	Acres
310 E3	Herbaceous (50-74% Exotics)	0.13 Ac.±
420 E3	Mixed Upland Hardwood (50-74% Exotics)	2.34 Ac.±
	TOTAL	2.47 Ac.±

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Revisions	Date:	Drawn By:	Date:
		BWS	3/14/23
		Job Number	
		S/T/R	
		29/50S/26E	

Harklau Storage

FLUCFCS Map

Category	
FLUCFCS	
Scale:	
1" = 200'	
County	
Collier	

BEARPAWS ENVIRONMENTAL CONSULTING

1599 Covington Circle
(239) 340-0678 bearpa

Page -

Exhibit

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

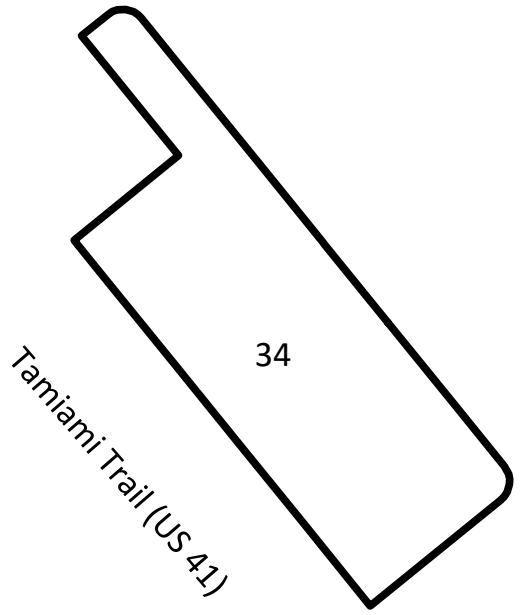
Exhibit D

NRCS Soils Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



Scale: 1" = 200'



NRCS Soils Legend		
Soil No	**Description**	**Status**
34	URBAN LAND-IMMOKALEE-OLDSMAR, LIMESTONE SUBSTRATUM, COMPLEX	UNRANKED

NOTES

Soils were acquired from LABIN and are from the NRCS.

Revisions	Date:	Drawn By:	Date:
		BWS	3/14/23
		Job Number	
		S/T/R	
		29/50S/26E	

Harklau Storage

Soils Map

Category	Scale:	County
Soils	1" = 200'	Collier

BEARPAWS ENVIRONMENTAL CONSULTING
1599 Covington Circle
(239) 340-0678 bearpa

Page -

Exhibit

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Exhibit E

Protected Species Survey Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



FLUCFCS Legend		
FLUCFCS Code	Community	Acres
310 E3	Herbaceous (50-74% Exotics)	0.13 Ac.±
420 E3	Mixed Upland Hardwood (50-74% Exotics)	2.34 Ac.±
	TOTAL	2.47 Ac.±

Notes:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Aerial photographs were acquired from the Collier County GIS Dept. and have a flight date of January, 2021.

Legend

Protected Species Survey Transects

Revisions	Date:

Drawn By: BWS Date: 3/14/23

Job Number

S/T/R 29/50S/26E

Harklau Storage

Aerial PSS Map

Category: PSS

Scale: 1" = 200'

County: Collier

BEARPAWS ENVIRONMENTAL CONSULTING

1599 Covington Circle (239) 340-0678 bearpa

Page -

Exhibit

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

HARKLAU STORAGE – 11075 TAMIAMI TRAIL EAST

CONSERVATION AND COASTAL MANAGEMENT ELEMENT CONSISTENCY SUMMARY

March 2023

The following narrative summarizes the North 15th Street CPUD consistency with the applicable objectives and policies of the Conservation and Coastal Management Element (CCME) of Collier County's Growth Management Plan.

The project as proposed is consistent with the Policies and Objective 6.1 and 6.2 of the CCME for the following reasons:

- The project will preserve and protect a minimum of 10% of the existing native vegetation on site in accordance with policy 6.1.1.
- There were no wetlands identified on-site. The verification of no wetlands will be provided by the South Florida Water Management District at the time of the environmental permitting, in accordance with policy 6.2.1.
- Any obtained state agency permits will be provided to Collier County at the time of site development plan submittal.

The proposed project is consistent with Policies and Objective 7.1 of the CCME for the following reasons:

- A listed species survey has been conducted on the project site in accordance with the Florida Fish & Wildlife conservation commission and US Fish and Wildlife Service guidelines policy 7.1.2(1).
- There were no listed species identified on-site. If requested, a potential listed species management plan will be provided at the time of site development plan submittal in accordance with policy 7.1.2(2).
- The project will consider implementing list of wildlife species recommendations that may be received from the Florida Fish & Wildlife conservation commission in accordance with policy 7.1.2(3).

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

HARKLAU STORAGE – 11075 TAMIAMI TRAIL EAST

FLORIDA BLACK BEAR (*URSUS AMERICANUS FLORIDANUS*) MANAGEMENT PLAN

March 2023

Prepared For:

Phoenix Associates of Florida, Inc.
c/o: Chris Lascano
13180 Livingston Road, Suite 204
Naples, Florida 34109
P (239) 596-9111 Ext. 203
Email: clascano@phoenix-associates.com

Prepared By:

BearPaws Environmental Consulting
1599 Covington Circle East
Phone: (239) 340-0678
Email: BearPaws.Env.Consulting@GMail.com

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Introduction

2.47± acre Harklau Storage property is located in Section 29, Township 50S, and Range 26E, of Collier County, Florida. More specifically; the site is located north of Tamiami Trail, south of Floridan Avenue, east of Confederate Drive, and east of Johns Street, in Naples, Florida. Please see the attached Project Location Map (Exhibit A).

Existing Site Conditions

Boundary – The boundary was obtained from Collier County parcel data and is assumed to be approximately 2.47± acres.

Soils - The soils on the property have been mapped by the National Resource Conservation Service (NRCS, formerly the Soil Conservation Service). These mappings are general in nature, but can provide a certain level of information about the site as to the possible extent of wetland area. The agencies commonly use these mappings as justification for certain wetland/upland determinations. According to these mappings, the parcel is underlain by Urban land – Immokalee – Oldsmar, limestone substratum, complex (NRCS #34; non-hydric). Urban land – Immokalee – Oldsmar, limestone substratum, complex soil is considered non-hydric at both the local and national levels. Please see the attached NRCS Soils Map (Exhibit D).

Vegetation Descriptions – Vegetation is one parameter used in determining the presence of uplands or wetlands; these community mappings will generally reflect what a specific area could be considered by the regulatory agencies. We did not observe any wetland or "other surface water" communities on-site during the site inspection.

While on-site, generalized community delineations are hand-drawn on an aerial defining the different vegetation associations on-site. These general delineations were based on the nomenclature of the Florida Land Use, Cover and Forms Classification System (FLUCFCS), Level III and IV (FDOT 1999). Please see the attached FLUCFCS Map with Aerial (Exhibit B) and FLUCFCS Map without Aerial (Exhibit C). Listed below are the vegetation communities and land-uses identified on the site.

FLUCFCS Codes & Community Descriptions

FLUCFCS 310 E3 Herbaceous (50-74& Exotics) – 0.13± Ac.

This upland community type occupies approximately 0.13± acres of the property. Exotic species such as earleaf acacia (*Acacia auriculiformis*) and Brazilian pepper (*Schinus terebinthifolius*) dominate 50-74% of this community. The canopy is mostly open with widely scattered slash pine (*Pinus elliottii*). The sub-canopy is domoinated by Brazilian pepper (*Schinus terebinthifolius*), with scattered cabbage palm (*Sabal palmetto*). The groundcover includes false buttonweed (*Spermacoce floridan*), Spanish needle (*Bidens alba*), ragweed (*Ambrosia artemisiifolia*), finger grass (*Eustachys floridana*), caesar weed (*Urena lobata*), sandspur (*Cenchrus echinatus*), cogon grass (*Imperata cylindrical*), broomsedge (*Andropogon virginicus*), bahia grass (*Paspalum notatum*), and St. Augustine grass (*Stenotaphrum secundatum*), with other various opportunistic weedy species. Commonly observed vines include grapevine *(Vitis munsoniana),* greenbriar *(Smilax* spp.), and poison ivy *(Toxicodendron radicans).* This community should be considered uplands by the regulatory agencies.This community would be considered uplands by the regulatory agencies.

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

FLUCFCS 420 E3 Mixed Upland Forest (50-74& Exotics) – 2.34± Acres

This upland community type occupies approximately 2.34± acres of the property. Exotic species such as earleaf acacia (*Acacia auriculiformis*), Brazilian pepper (*Schinus terebinthifolius*), and air potato (*Dioscorea bulbifera*), dominate 50-74% of this community. The canopy contains slash pine (*Pinus elliottii*), with live oak (*Quercus virginiana*), earleaf acacia *(Acacia auriculiformis*), and mimosa (*Albizia julibrissin*). The sub-canopy contains cabbage palm (*Sabal palmetto*), Brazilian pepper (*Schinus terebinthifolius*), wild coffee (*Psychotria nervosa*), wax myrtle *(Myrica cerifera)*, myrsine (*Rapanea guinensis*), and beauty-berry (*Callicarpa americana*). The groundcover contained Spanish needle (*Bidens alba*), false buttonweed (*Spermacoce floridan*), cogon grass (*Imperata cylindrica*), caesar weed (*Urena lobata*), dog fennel (*Eupatorium capillifolium*), ragweed (*Ambrosia artemisiifolia*), broomsedge (*Andropogon virginicus*), and bahia grass (*Paspalum notatum*), with various other opportunistic weedy species. Commonly observed vines include air potato (*Dioscorea bulbifera*), greenbriar (*Smilax sp.)*, grapevine (*Vitis rotundifolia)*, Virginia creeper (*Parthenocissus quinquefolia*), peppervine (*Ampelopsis arborea*), and poison ivy (*Toxicodendron radicans*). This community would be considered uplands by the regulatory agencies.

Table 1. FLUCFCS Community Table

FLUCFCS Code	Community Description	Classification	Acres
310 E3	Herbaceous (Exotics 50-74%)	Upland	0.13± Ac.
420 E3	Mixed Upland Hardwoods (Exotics 50-74%)	Upland	2.34± Ac.
Total			**2.47± Ac.**

Management Plan

This plan is intended to prevent or deter nuisance interactions between humans and wildlife with emphasis on the Florida Black Bear (*Ursus americanus floridanus*). A map showing black bear telemetry points in close proximity to the site is attached as Exhibit D. This plan addresses two aspects; the first including restrictions of what residents can do on-site, and the second including physical barriers to prevent nuisance situations.

Resident Restrictions

- Signage will be placed around the preserve areas and lakes. These signs will prohibit hand-feeding of wildlife, including birds. This will eliminate leftover food scraps throughout the property. There will be at least five steel signs which will state "Feeding of Animals is Prohibited."
- There will be no birdfeeders, or other type of mechanical feeders located on-site.
- There will be no beehives, gardens, livestock (including fowl), or stables meant to house animals located on-site.
- If picnic areas are located on-site, signage will be placed in the vicinity reminding people to remove all food scraps and refuse when leaving.

The attached educational brochure (Exhibit D), entitled "A Homeowner's Guide: Living in Bear Country," prepared by the FWCC will also be provided to visitor's and maintenance staff.

This brochure may be found at:
http://myfwc.com/media/1333887/LivinginBearCountryBrochure.pdf

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Physical Barriers

- All garbage temporarily stored outside, in a dumpster, until being hauled away. In addition, all dumpsters will be enclosed on four sides by a wooden or concrete structure (there will be no roof on this structure). These bear-proof dumpsters will either be purchased from known suppliers or will be built out of standard dumpsters and modified according to the specifications shown on the attached graphic. All dumpsters will be washed out a minimum of once per week.
- There will be no garbage cans (those typically used for single family residence) storing garbage outside of a building. Garbage cans of this style will be used exclusively indoors and meant for transporting to the bear-proof dumpsters.
- Garbage will be hauled away at least two times per week.

In addition, bear-proof garbage containers will be used on-site. In consultation with the local waste disposal company, bear-proof dumpsters will be purchased that are compatible with local equipment. The attached list (Exhibit E) prepared by the FWCC provides a list of companies that sell bear resistant trash and recreational storage containers.

The brochure may be found on the FWCC website located at:
http://myfwc.com/media/1496088/BearResistantContainers.pdf

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

References:

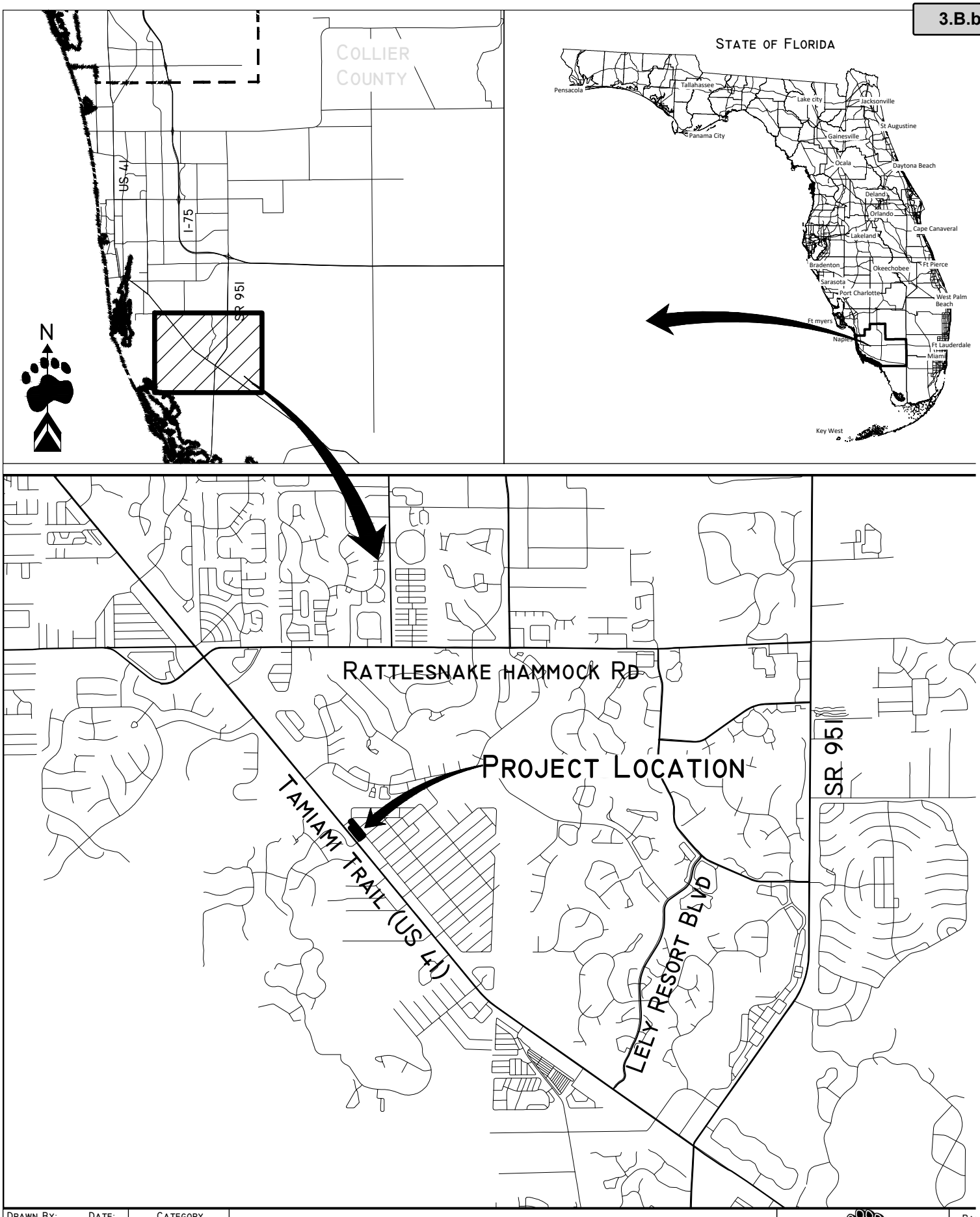
Florida Fish and Wildlife Conservation Commission. 2012. Living with Florida Black Bears. Tallahassee, Florida.
Obtained from: http://myfwc.com/conservation/you-conserve/wildlife/black-bears/

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Exhibit A

Location Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

DRAWN BY: BWS DATE: 3/14/23	CATEGORY: LOCATION
JOB NUMBER:	SCALE: NTS
S/T/R: 29/50S/26E	COUNTY: COLLIER

Harklau Storage

Location Map

BEARPAWS ENVIRONMENTAL CONSULTING
1599 COVINGTON CIRCLE
(239) 340-0678 BEARP

PA

EXHIBIT

Exhibit B

Aerial FLUCFCS Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



FLUCFCS Legend		
FLUCFCS Code	Community	Acres
310 E3	Herbaceous (50-74% Exotics)	0.13 Ac.±
420 E3	Mixed Upland Hardwood (50-74% Exotics)	2.34 Ac.±
	TOTAL	2.47 Ac.±

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Aerial photographs were acquire from the Collier County GIS Dept and have a flight date of January 2021.

Revisions	Date:

Drawn By: BWS Date: 3/14/23

Job Number

S/T/R 29/50S/26E

Harklau Storage

Aerial FLUCFCS Map

Category: FLUCFCS

Scale: 1" = 200'

County: Collier

BEARPAWS ENVIRONMENTAL CONSULTING

1599 Covington Circ
(239) 340-0678 bearpa

Pag -

Exhibit

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

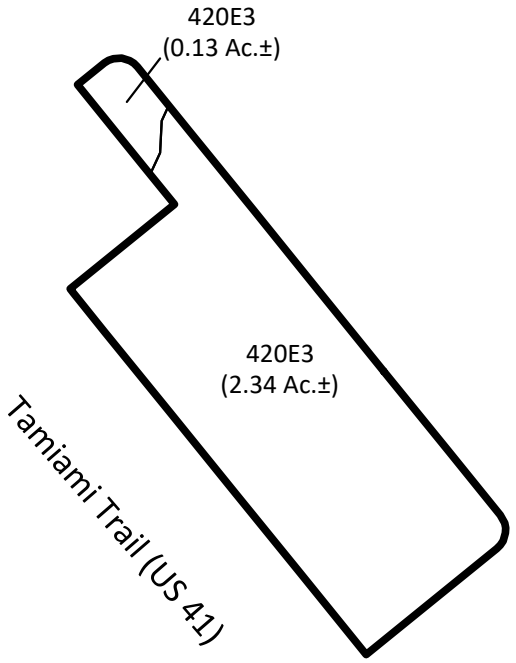
Exhibit C

FLUCFCS Map

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

N

Scale: 1" = 200'



FLUCFCS Legend		
FLUCFCS Code	Community	Acres
310 E3	Herbaceous (50-74% Exotics)	0.13 Ac.±
420 E3	Mixed Upland Hardwood (50-74% Exotics)	2.34 Ac.±
	TOTAL	2.47 Ac.±

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Revisions	Date:	Drawn By:	Date:
		BWS	3/14/23
		Job Number	
		S/T/R	
		29/50S/26E	

Harklau Storage

FLUCFCS Map

Category	
FLUCFCS	
Scale:	
1" = 200'	
County	
Collier	

BEARPAWS ENVIRONMENTAL CONSULTING
1599 Covington Circle
(239) 340-0678 bearpa

Page -

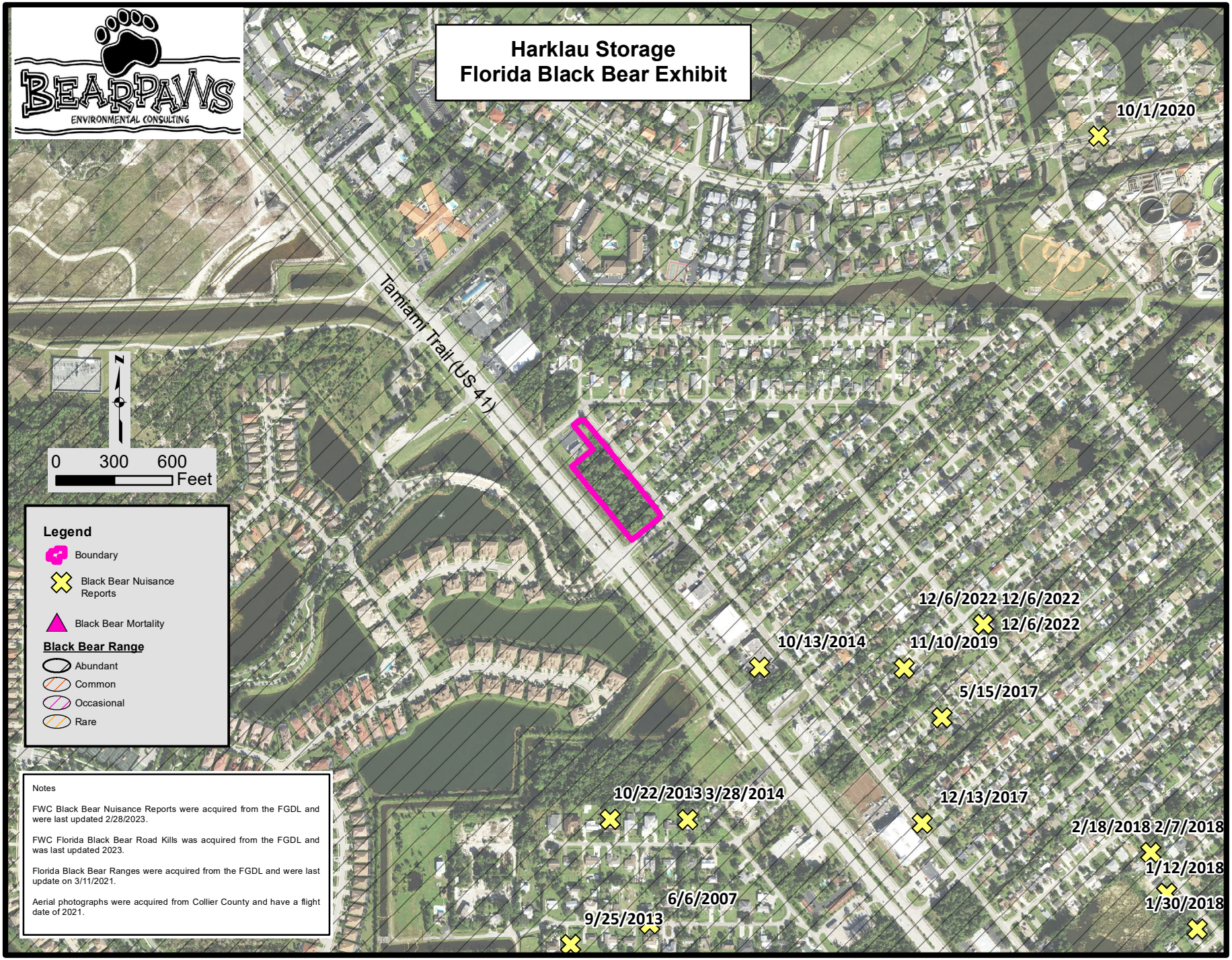
Exhibit

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Exhibit D

Black Bear Telemetry Points

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Exhibit E

A Guide to Living in Bear Country Brochure

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



Milt Fox

Discouraging bears at home

Properly storing or securing residential garbage and other attractants is a proven method of discouraging bears and preventing bear problems around homes, farms and neighborhoods.

The following items attract bears and should be protected by an electric fence, wildlife resistant containers or stored in a secure place, such as a garage or sturdy shed:

- Trash and recycling containers
- Bird and squirrel feeders
- Game feeders
- Pet foods and bowls
- Barbeque grills and smokers
- Pets and small livestock
- Livestock feed
- Compost piles
- Beehives
- Fruit and nut-bearing trees and shrubs

Help conserve black bears by purchasing a Conserve Wildlife license plate at your local tax collector's office or online at BuyAPlate.com.

Secure common bear attractants

- Use electric fencing to protect gardens, compost piles, apiaries and livestock.
- Store garbage and recyclables in bear-resistant containers or in a secure area until morning of pick up.
- Feed pets indoors or bring food dishes inside before dark. Store pet and livestock feed in bear-resistant containers.
- Remove bird and wildlife feeders. Ensure the area is free of all seed, corn or other wild animal feed.
- Keep orchards and gardens tidy. Remove rotten fruit and harvest all nuts, fruits and vegetables when ripe.
- Clean meat smokers and barbeque grills with a degreasing detergent. Properly dispose of food remnants after each use.

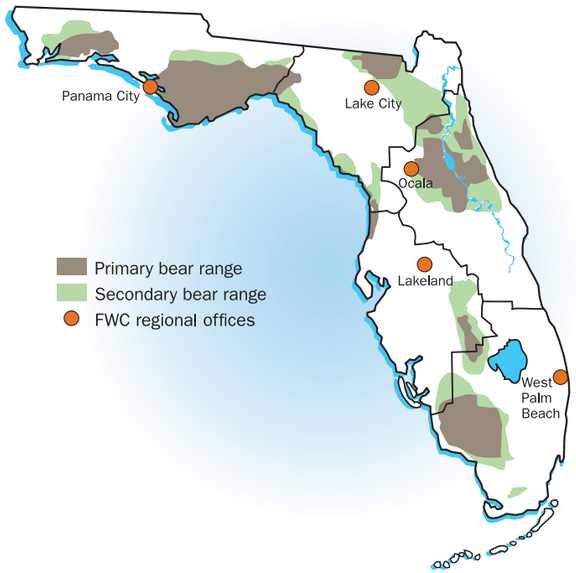
Learn more about black bears with the Florida Black Bear Curriculum Guide. The guide is designed to educate teachers and students in grades 3-8 and offers a comprehensive series of lessons on Florida's black bear.

To learn more about black bears and for tips on how to reduce bear attractants, as well as instructions for electric fencing, suggestions for bear-resistant containers, information about the Conserve Wildlife license tag or the curriculum guide, visit MyFWC.com/bear.



Jessica Tice

Bear ranges in Florida



If you are experiencing bear problems, please contact the nearest FWC regional office.

North Central, Lake City	**386-758-0525**
Northeast, Ocala	**352-732-1225**
Northwest, Panama City	**850-265-3676**
South, West Palm Beach	**561-625-5122**
Southwest, Lakeland	**863-648-3200**

If you suspect illegal activity, call FWC's Wildlife Alert Hotline at 1-888-404-3922.

Cover photo by Ashley Hockenberry

Florida Fish and Wildlife Conservation Commission

MyFWC.com

printed on recycled paper

A guide to living in **bear country**



Florida Fish and Wildlife Conservation Commission

MyFWC.com

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



Ashley Hockenberry

If you live in Florida, you should know

Black bears are at a crossroads in the Sunshine State. Since the 1980s, Florida's bear population has been increasing in most areas of the state while the human population is rapidly expanding. As a result, bears and humans are encountering each other more than ever.

Calls to the Florida Fish and Wildlife Conservation Commission (FWC) about black bear and human encounters have increased from 1,000 in 2001 to over 2,500 in 2008. The most common calls refer to bear sightings and bears in garbage.

The mere presence of a black bear does not represent a problem. In fact, living in bear country can provide unique and rewarding experiences for residents.

However, when black bears have access to pet food, garbage, birdseed, livestock feed or other sources of food, they quickly learn to associate people with food. Bears often are fed by humans, either intentionally or unintentionally. Once they become more comfortable around people, that familiarity may become a problem for both people and bears. Those bears are often killed, either by vehicle collisions, illegal shooting or as a result of bear management actions.

People ask why problem bears can't simply be relocated to a "wilderness area where they won't bother anyone." Unfortunately, areas that are large and remote enough for bears to avoid people are rare in Florida. Relocated bears typically leave the new area, either to return to their original home or to leave an area already occupied by other bears. Some bears will wander through unfamiliar areas and cross busy roads, creating a danger to the bear and to motorists. In addition, bears that do remain in the relocation area often exhibit the same behavior, which just shifts the problem to a new location. As a result, relocation is not a desirable or effective solution to bear conflicts. Wildlife biologists can provide technical advice to residents who live in bear country to help them take actions that will discourage bears from becoming a problem. The FWC is committed to ensuring the long-term well-being of the black bear, while addressing the property damage and safety concerns of residents and visitors.



Charles Towne



Ashley Hockenberry

If a bear comes into your yard

If you encounter a bear at close range, remain standing upright, back up slowly and speak to the bear in a calm, assertive voice.

- Do not intentionally feed or attract bears. If a bear is eating something on your property, take note of what it is and secure it after the bear has left the area.
- Never approach or surprise a bear. Keep as much distance between you and the bear as possible.
- Make sure you are in a secure area, and the bear has a clear escape route to leave the area; then yell, bang pots and pans or use an air horn to scare the bear away.
- Do not turn your back, play dead, or run from the bear. Back away slowly into a house, car or building.
- Report any bear that is threatening the safety of humans, pets or livestock, or causing property damage, to the FWC (see back panel).

Climbing trees is a bear's natural escape route. If the bear climbs a tree, keep people and pets away. When things quiet down, the bear will come down the tree and leave. This usually happens after dark, when the bear feels safe.

It is illegal to intentionally place food or garbage out that attracts bears and causes conflicts. Anything that attracts dogs, cats or raccoons also will attract bears!

Did you know?

Black bears are shy animals and generally not agressive towards people. When a bear stands on its hind legs, it is merely trying to get a better view, rather than acting in a threatening way. A bear may huff, snap its jaws and swat the ground if it feels threatened.

Black bears might "bluff charge" when cornered, threatened or stealing food. Stand your ground and then slowly back away. Always respect bears – they are large and powerful wild animals.

The bear facts

Black bears are the only species of bear in Florida and they once roamed the state's entire 34.5 million acres.

- FWC biologists estimate there are 2,500-3,000 black bears in Florida.
- Florida bears are black with a brown muzzle and may have a white chest marking called a blaze.
- Adult black bears weigh 150-400 pounds; males are usually larger than females. The largest male bear on record in Florida weighed 624 pounds; the largest female weighed 342 pounds.
- Female bears have their first litter at about 3½ years of age and generally have one to three cubs every other year.
- In Florida the breeding season runs from June to August and cubs are born about seven months later, in late January or early February.
- Bears of all ages are excellent climbers and will climb trees when they are frightened.
- About 80 percent of a black bear's diet comes from plants (e.g., fruits, nuts, berries), 15 percent from insects and 5 percent from meat.



Ashley Hockenberry

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Exhibit F

Bear Resistant Trash and Recreational Storage Container List

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

BEAR RESISTANT TRASH CONTAINERS (Updated March 2011)

Bear Management Program

Residential Poly Carts and Cans *WITH* automatic locking lids

	Company	Contact Info/ Testing Status	Size	Minimum order	Price *per* container without shipping	Shipping *To Tallahassee, FL	Estimated Cost per Container [a]
	Toter, Inc	Statesville, NC 1-800-424-0422 toter@toter.com http://www.toter.com Passed IGBT [a]	96 gallon	50	$197	$750 (for minimum 50 cans order)	$212.00
	BearSaver	1-800-851-3887 Fax: 909-605-7780 sales@bearsaver.com http://www.bearsaver.com Passed IGBT [a]	32 gallon	20	Contact BearSaver	Contact BearSaver	Contact BearSaver
			65 gallon	20	$159	$473	$182.65
			95 gallon	24	$170	$863	$205.96
	BearProof Inc	234 S. Golden Dr. Silt, CO 81652 970-309-2460 Fax: 970-876-0420 Info@BearProofInc.com http://www.bearproofinc.com	32 gallon	1	$663 each (for 1-4 cans) $638 each (for 5+ cans)	$291.59	$954.59 – 929.59 [b]
			65 gallon	1	$404 each (for 1-4 cans) $379 each (for 5+ cans)	$237.97	$641.97 – 616.97 [b]
			95 gallon	1	$416 each (for 1-4 cans) $391 each (for 5+ cans)	$265.90	$947.80 – 656.90 [b]

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

Residential Poly Carts and Cans *WITHOUT* automatic locking lids

	Company	Contact Info/ Testing Status	Size	Minimum order	Price *per* container without shipping	Shipping *To Tallahassee, FL	Estimated Cost per Container [a]
	The Growler	Sanford, FL 407-519-0766 dennisbooth@cfl.rr.com http://www.thegrowlercan.com Passed IGBTP [a]	32 gallon	1	$179 (Discounts if buying >3)	Free in central FL or $34	$189 in central FL or $221
			64 gallon	1	$189 (Discounts if buying >3)	Free in central FL or $85	$189 in central FL or $274
			95 gallon	1	$209 (Discounts if buying >3)	Free in central FL or $100	$209 in central FL or $309
	Solid Waste Systems	7855 E. Lark Dr. Parker, CO 80138 Phone: 303-840-3390/ 1-800-944-7973 Fax: 303-840-3460 solidws@comcast.net http://www.bearproofsystems.com/ Passed IGBTP [a]	65 gallon	1	$172	$128	$300
			95 gallon	1	$190	$200	$390
	BEARicuda Bins	1-877-232-7428 Fax: 860-540-0611 kevin@bearicuda.com http://www.bearicuda.com	32 gallon	1	$189 each (for 1-3 cans) $185 each (for 4+ cans)	$75	$226.50 – 222.50 [b]
			64 gallon	1	$199 each (for 1-3 cans) $165 each (for 4+ cans)	Contact BEARicuda Bins	Contact BEARicuda Bins
			95 gallon	1	$219 each (for 1-3 cans) $209 each (for 4+ cans)	$169	$303 - $251.25 [b]

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)



CURRENT RESPONSIBILITIES

As president of BearPaws Environmental Consulting, Mr. Stejskal is responsible for all management duties of the firm and project coordination. The clients Mr. Stejskal works with include both the private and public sectors.

Besides the corporate responsibilities, also as a consultant and ecologist, Mr. Stejskal is responsible for coordination of environmental permitting, conducting wildlife surveys, wetland delineations, and other environmental reports. He also has been qualified as an expert in wetland and wildlife ecology and environmental land use in Lee County. Mr. Stejskal has received his certification as an Authorized Gopher Tortoise Agent.

RELEVANT EXPERIENCE

Since 2003, Mr. Stejskal has managed projects and conducted fieldwork and produced reports and applications for land use planning and development. These projects include due diligence assessments for land acquisition purposes, assistance with environmental land planning, coordination on permitting and mitigation design for wetlands and wildlife, and compliance monitoring of projects during and after construction. Mr. Stejskal has received certification from Environmental Systems Research Institute (ESRI) in ARC GIS I & II as well as additional training on gopher tortoise permitting and relocations from the Ashton Biodiversity Institute.

PREVIOUS PROJECT EXPERIENCE

- Ajax US 17: Audubon's Crested Caracara nest survey and observation for Ajax and the Florida Department of Transportation in Glades County.
- Ajax State Road 29: Audubon's Crested Caracara, Sandhill Crane, Big Cypress Fox Squirrel nest survey for the Florida Department of Transportation in Glades County.
- Arlington Commerce Park: Wetland and ecological permitting for a mixed use development with red-cockaded woodpecker permitting in Lee County.
- Colonial/Ortiz: Wetland, ecological, and wildlife permitting for the red-cockaded woodpecker for a medical office development along with wetland monitoring in Lee County.
- Cook-Brown Mine: Impact assessment, environmental and wetland permitting for a mine expansion in Charlotte County.
- Sonoma: Wetland impact and mitigation design for a commercial mixed use golf course community with gopher tortoise and scrub jay permitting in DeSoto County.
- North Fort Myers Restoration: Permitting and construction coordination for a hydrological and ecological restoration project in Lee County.
- Panther Mine Expansion: Impact assessment, environmental and wetland permitting for a mine expansion in Charlotte County.

Barrett Stejskal
President, Consultant, & Ecologist

Experience:
- 15+ Years of Environmental Experience

Education:
- Florida Gulf Coast University, BA, 2003 Environmental Studies & Biology

Professional Affiliations:
- Southwest Florida Association of Environmental Professionals
- Lee County Conservation Land Acquisition and Stewardship Advisory Committee

Certification:
- FWC – Gopher Tortoise Authorized Agent Permit #: GTA-09-00020F
- Environmental Systems Research Institute (ESRI) – ARC GIS I & II

Areas of Expertise:
- Ecological Sciences
- Audubon's Crested Caracara Monitoring & Observations
- Gopher Tortoise Surveys, Relocations, & Excavations
- Sandhill Crane Nest Surveys & Species Monitoring
- Vegetation and Habitat Mapping Utilizing ACAD, GIS & GPS
- Wetland Permitting and Mitigation
- Corps and State Wetland Delineations
- Impact Assessments
- Wildlife Surveys and Species Relocations
- Wildlife Habitat Management Planning and Permitting
- Habitat Restoration and Mitigation Design
- Environmental Land Use Permitting and Rezoning
- Local, State, and Federal Environmental Permitting
- Post Permit Compliance and Monitoring

Contact Information:

Barrett Stejskal
President, Consultant, & Ecologist
BearPaws Environmental Consulting
1599 Covington Circle East Fort Myers Florida 33919
Phone: (239) 340-0678
Email: bearpawsenvconsulting@gmail.com
barrett@bearpawsenvconsulting.com
Website: http://www.bearpawsenvconsulting.com

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

DAVIDSON ENGINEERING
ESTABLISHED 1997

Civil Engineering • Planning • Permitting

DesigningExcellence

November 30, 2022

Collier County Government
Growth Management Department
2800 N. Horseshoe Drive
Naples, Florida 34104

Re: County Utility Dedication Statement – Harklau Storage Conditional Use Application

To whom this may concern,

This letter has been drafted to satisfy the *County Utility Dedication Statement* within the Application for Public Hearing For: Conditional Use application for the proposed vehicular storage facility located at parcels 62040080002, 62040120001, 62040160003, and 62040200002, Collier County, Florida.

The proposed project is located within the Collier County utility service area. The owner of the property, Harklau Leasing LLC, herein identified as the "developer", agrees to dedicate the water distribution and sewage collection facilities within the project area to the Collier County Utilities. This shall occur upon completion of the construction of these facilities in accordance with all applicable County ordinances in effect at the time of completion. The developer also agrees that all applicable system development charges and connection fees will be paid to the County Utilities Division prior to the issuance of building permits by the County.

Signed:

Bret H
Agent/ Owner Signature

Bret Harklau
Agent/ Owner Name (please print)

State of ~~Florida~~ Iowa
County of ~~Collier~~ Humboldt

The foregoing instrument was acknowledged before me by means of o physical presence or o online notarization this 1st day of December, 2022 by (printed name of owner or qualifier) Bret Harklau.

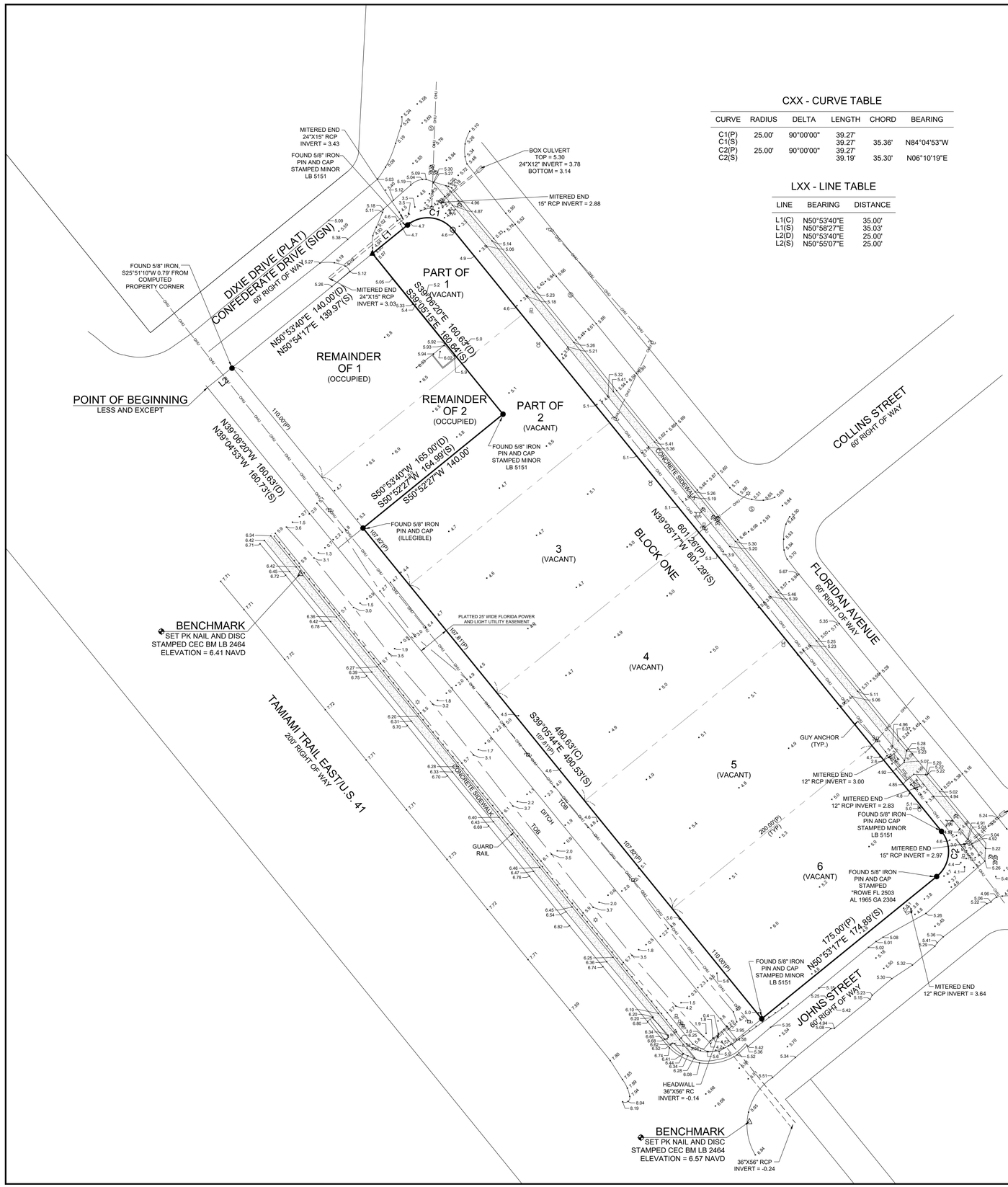
Such person(s) Notary Public must check applicable box:
o Are personally known to me
o Has produced a current drivers license H624-072-58-444-0
o Has produced CDL as identification

Notary Seal

NOTARIAL SEAL IOWA
AMBER ASKLUND
Commission Number 799325
My Commission Expires
9-21-25

Notary Signature: Amber Asklund

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harklau Storage CU)

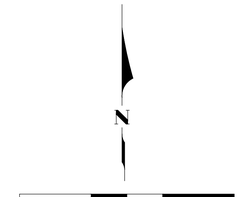


CXX - CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1(P)	25.00'	90°00'00"	39.27'		
C1(S)			39.27'	35.36'	N84°04'53"W
C2(P)	25.00'	90°00'00"	39.27'		
C2(S)			39.19'	35.30'	N06°10'19"E

LXX - LINE TABLE

LINE	BEARING	DISTANCE
L1(C)	N50°53'40"E	35.00'
L1(S)	N50°58'27"E	35.03'
L2(D)	N50°53'40"E	25.00'
L2(S)	N50°55'07"E	25.00'



LEGEND

(P) = PLAT DATA
(S) = SURVEY DATA
(D) = DESCRIPTION DATA
(C) = CALCULATED DATA
(TYP.) = TYPICAL
OHU = OVERHEAD UTILITY LINE
= CONCRETE POWER POLE
= WOOD POWER POLE
= SANITARY SEWER MANHOLE
= CLEANOUT
= LIGHT POLE
= WATER VALVE
= TELEPHONE RISER
= TRAFFIC CONTROL BOX
= FIRE HYDRANT
RCP = REINFORCED CONCRETE PIPE

GENERAL NOTES

1. ○ = SET 5/8" IRON PIN AND CAP STAMPED CEC LB 2464.
2. ● = FOUND 5/8" IRON PIN AS NOTED.
3. ▲ = FOUND PK NAIL AND DISC STAMPED QGMA LB 5151.
4. BEARINGS BASED ON A GRID BEARING OF S39°05'44"E ON THE SOUTH WESTERLY LINE OF THE DESCRIBED PROPERTY.
5. DESCRIBED PROPERTY LIES IN FLOOD ZONE AE, ELEVATION 7.0 PER F.I.R.M. COMMUNITY PANEL NO. 120067 MAP NO. 12021C 0603H DATED MAY 16, 2012.
6. ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 88).
7. ELEVATIONS AND DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
8. THIS SURVEY IS CERTIFIED TO THE DATE OF THE FIELD SURVEY, NOT THE DATE OF SIGNATURE.

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK ONE, NAPLES MANOR UNIT NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, LESS AND EXCEPT PART OF LOTS 1 AND 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF US-41 WITH THE SOUTHEASTERLY LINE OF DIXIE DRIVE, SAID CORNER BEING THE SOUTHWESTERLY CORNER OF LOT 1, BLOCK ONE, NAPLES MANOR UNIT NO. 1 AS RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE SOUTHEASTERLY LINE OF DIXIE DRIVE, CROSSING A 25 FOOT WIDE FLORIDA POWER & LIGHT CO'S UTILITY EASEMENT N50°53'40"E, 25.00 FEET; THENCE CONTINUING N50°53'40"E, 140.00 FEET; THENCE S39°06'20"E AND PARALLEL TO FLORIDIAN AVENUE 160.63 FEET; THENCE S50°53'40"W AND PARALLEL TO DIXIE DRIVE 165.00 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF US-41; THENCE ALONG SAID RIGHT-OF-WAY LINE N39°06'20"W, 160.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 107,478 SQUARE FEET OR 2.47 ACRES OF LAND.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

FOR THE BENEFIT OF

DAVIDSON ENGINEERING, INC.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
DATE OF FIELD SURVEY: 10/20/22
DATE OF SIGNATURE:

NO.	DATE	BY	REVISION DESCRIPTION
22.229			
22.229			

THIS DOCUMENT, AND THE CONCEPTS AND DESIGNS CONTAINED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. ANY REUSE, REVISION, OR ALTERATION WITHOUT THE EXPRESS WRITTEN CONSENT OF COASTAL ENGINEERING CONSULTANTS, INC. SHALL BE ADAPTATION BY COASTAL ENGINEERING CONSULTANTS, INC. (CECI) OR ITS SUBSIDIARIES SHALL BE WITHOUT LIABILITY TO CECI OR ITS SUBSIDIARIES.

DATE: 10/21/22
SCALE: 1" = 40'
DRAWN: MMW
F.B. G693
CHECKED: RJE
PG. 31
SEC. 29
TWP. 50S
RNG. 26E
ACAD NO. 22.229
REF. NO. 22.229

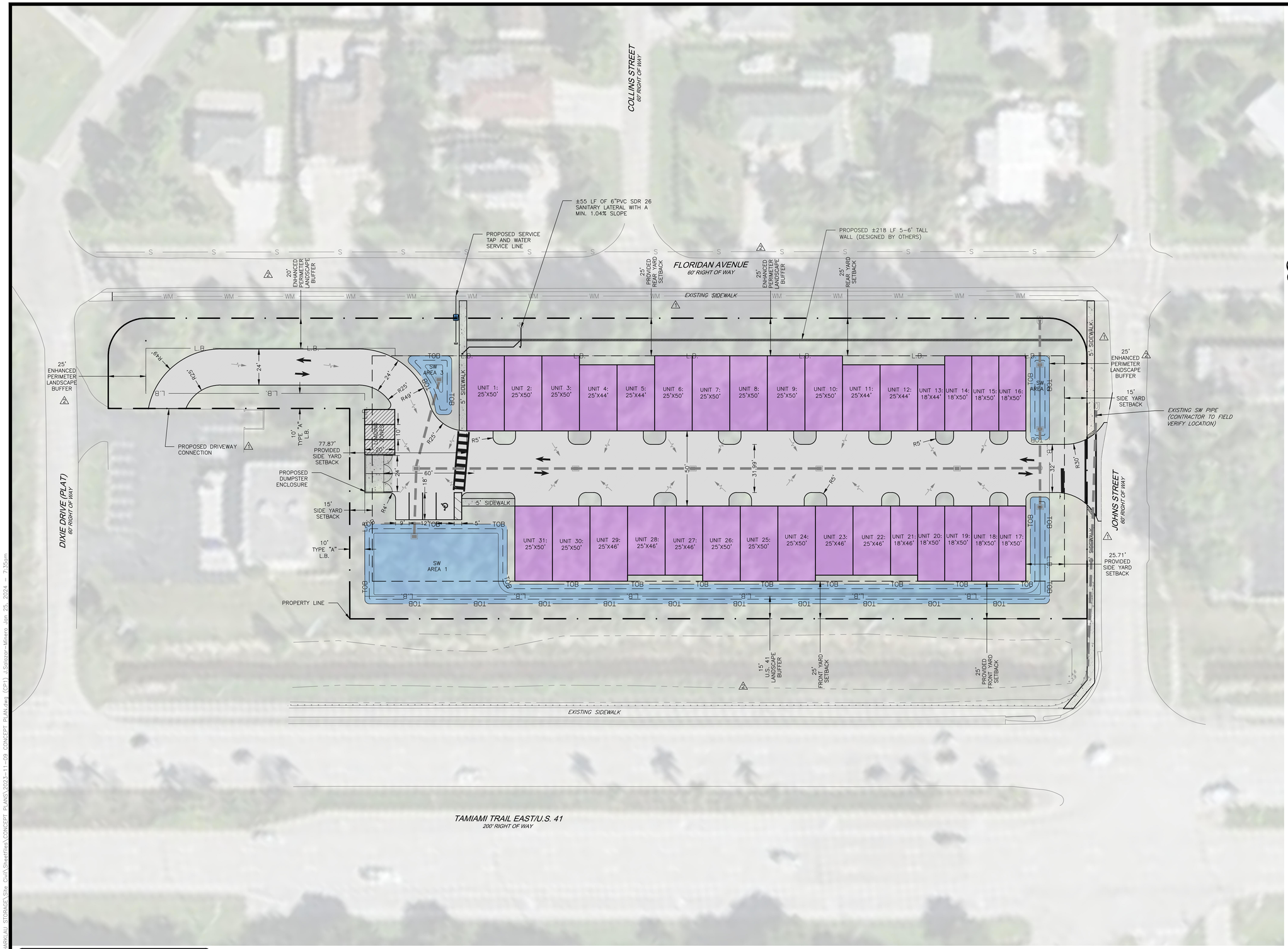
CLIENT: DAVIDSON ENGINEERING, INC.

TITLE: BOUNDARY SURVEY
OF LOTS 1, 2, 3, 4, 5 AND 6, BLOCK ONE, NAPLES MANOR UNIT NO. 1, AS RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF COLLIER COUNTY

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135
COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL AND GEOLOGICAL SERVICES
LAND AND MARINE SURVEY AND MAPPING
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

SHEET 1 OF 1
FILE NO.: 22.229

Attachment: ATTACHMENT A - Backup Package (27852 : PL20220003454 Harkiau Storage CU)



LEGEND

- STANDARD CONCRETE SECTION
- CONCEPTUAL BUILDING FOOTPRINT
- STORM WATER MANAGEMENT
- PROPOSED SIGN LOCATION

GENERAL NOTES:

1. THIS CONCEPT PLAN HAS BEEN PREPARED WITHOUT A CURRENT SURVEY AND IS BASED ON A BOUNDARY OBTAINED THROUGH COLLIER COUNTY PROPERTY APPRAISER. THE SURVEYED BOUNDARY, ONCE RECEIVED, MAY DEVIATE FROM THE COLLIER COUNTY PROPERTY APPRAISER BOUNDARY AND MAY NECESSITATE CHANGES TO THE SITE LAYOUT.
2. THE STORMWATER MANAGEMENT SYSTEM IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE PENDING STORMWATER MODELING.
3. THIS CONCEPT PLAN LAYOUT IS SUBJECT TO CHANGE AS A RESULT OF NEW INFORMATION, REQUIREMENTS, REQUESTS, AND FEEDBACK FROM PERMITTING ENTITIES.
4. PER THE COLLIER COUNTY DISCHARGE MAP, THE SITES DISCHARGE IS LIMITED TO .06 CFS/AC.

⚠1 COLLIER COUNTY PRESERVE REQUIREMENTS:

REQUIRED PRESERVE: (*10% X 2.47 ACRES OF NATIVE VEGETATION = .247 ACRES)

PROVIDED OFF-SITE PRESERVE: ±.247 ACRES

⚠2 *PER COLLIER COUNTY'S ENVIRONMENTAL DEVELOPMENT GUIDEBOOK; COMMERCIAL DEVELOPMENTS <5 ACRES ARE REQUIRED TO PROVIDE 10% OF THE TOTAL SITE AS A PRESERVE.

PLANNING NOTES:

ZONING: C-4

DEVELOPMENT TYPE/LAND USE: COMMERCIAL
BUILDING USE: SELF STORAGE

	REQUIRED	PROVIDED ⚠2
BUILDING HEIGHT MAXIMUM:	75'	26'-8"
MINIMUM LOT AREA:	10,000 SQ. FT.	107,593 SQ. FT.
MINIMUM LOT WIDTH:	100'	200'
MINIMUM BUILDING SEPARATION:	25'***	50'
PARKING REQUIREMENTS:	4 SPACES	4 SPACES
HANDICAP SPACES REQUIRED:	1 SPACES	1 SPACE

STRUCTURALLY UNIFIED BUILDINGS
SEE CALCULATIONS BELOW
*** 1/2 THE SUM OF BUILDING HEIGHTS:
(23'-4" BLDG. 200 + 26'-8" BLDG. 100)* 1/2 = 25' ⚠2

PARKING REQUIREMENTS:

SELF STORAGE @ 1 SPACE/20,000 SQ. FT. G.F.A. MIN 4 SPACES

USE G.F.A. = 34,420 SQ. FT.: 1.72 SPACES REQUIRED

MINIMUM 4 SPACES PER LDC

OVERALL PARKING REQUIREMENT: = 4 SPACES REQUIRED

HANDICAP SPACES REQUIRED (INCLUDED IN OVERALL PARKING PROVIDED):
UP TO 25 SPACES: 1 SPACES REQUIRED

LOADING SPACES REQUIRED:
(20,000-50,000 SQ. FT.) 3 SPACES REQUIRED
PROVIDED SPACES: 3 SPACES PROVIDED

WATER QUALITY CALCULATIONS

1.5" OF WATER QUALITY VOLUME:
1.5" * 1'/12" * SITE AREA =
1.5" * 1'/12" * 2.47 AC. = 0.308 AC-FT

WATER QUALITY VOL. REQ'D	.308 AC-FT
WATER QUALITY VOL. PROVIDED	.312 AC-FT

*PRELIMINARY WATER QUALITY VOLUME PROVIDED BY THE STORMWATER AREAS. ADDITIONAL WATER QUALITY MAY BE REQUIRED AFTER IMPLEMENTING STAGING AND DISCHARGE CONSTRAINTS.

FLOOD ZONE INFO:

FLOOD ZONE: AE
BASE FLOOD ELEVATION = 7.00 FT-NAVD +1.00 FT
FIRMETTE EFFECTIVE DATE: 05/16/2012

SITE / LAND USE SUMMARY

USE	ACRES	% OF SITE
IMPERVIOUS AREA		
BUILDING	0.79 ACRES	32.0%
PAVEMENT/SIDEWALKS	0.63 ACRES	25.5%
TOTAL IMPERVIOUS AREA	1.42 ACRES	57.5%
PERVIOUS AREA		
DRY DETENTION/RETENTION	0.21 ACRES	8.5%
OPEN SPACE/PRESERVE	0.84 ACRES	34.0%
TOTAL PERVIOUS AREA	1.05 ACRES	42.5%
TOTAL SITE AREA	2.47 ACRES	100.0%

DAVIDSON ENGINEERING
ESTABLISHED 1997
4365 Radio Road, Suite 201
Naples, Florida 34104
P: 239.434.6060
Company Cert. of Authorization No. 00009496

HARKLAU STORAGE (CU)

SCALE: 1" = 30'

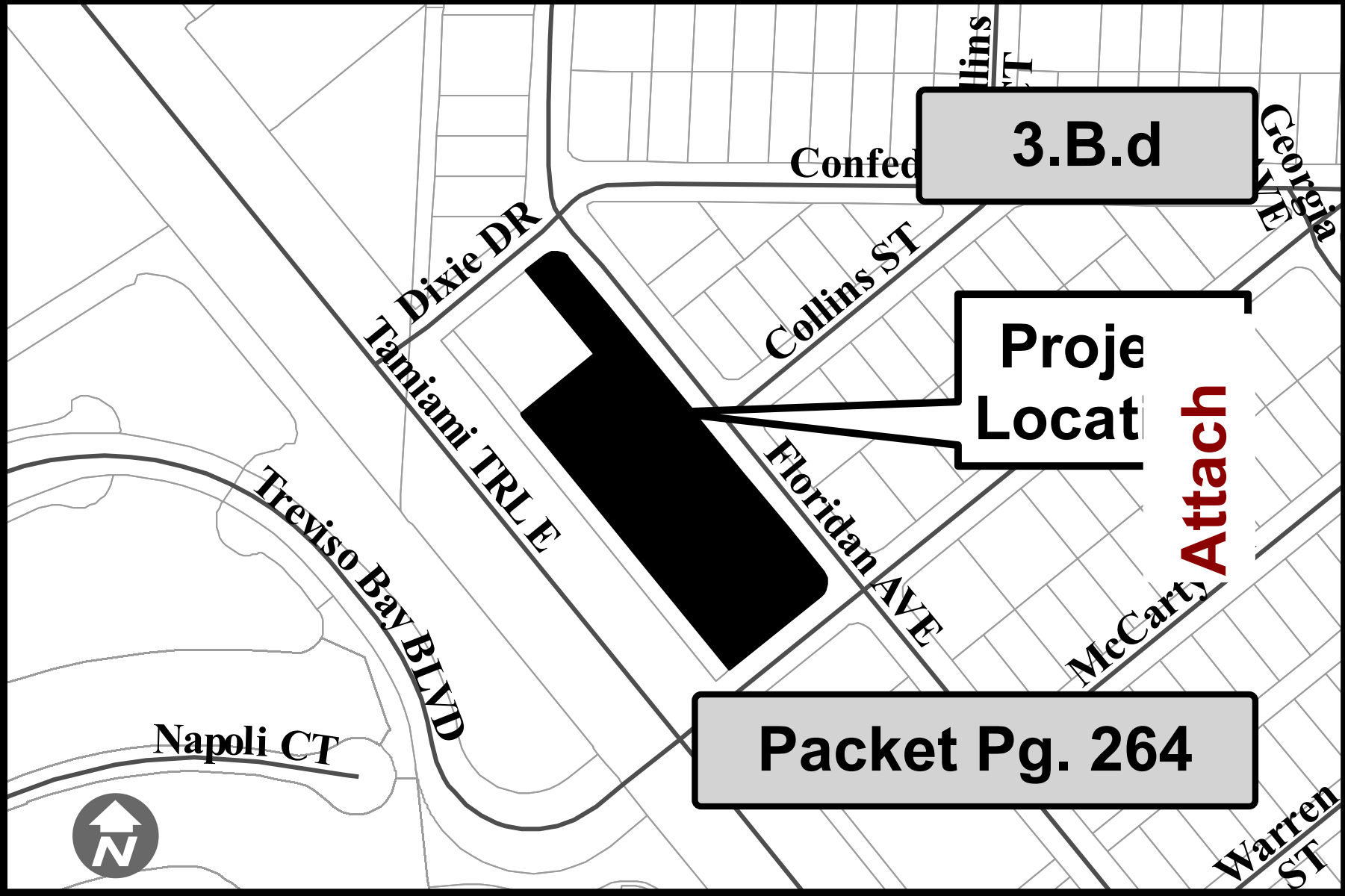
SHEET:
CONCEPT PLAN 1

REVISIONS

REV.	DATE	DESCRIPTION
⚠1	02/24/23	REVISED PER CC RAI
⚠2	05/12/23	REVISED PER CC RAI
⚠3	11/06/23	REVISED PER CC RAI

Z:\Active Projects\HARKLAU STORAGE\Site Civil\Sheetfiles\CONCEPT PLANS\2023-11-09 CONCEPT PLAN.dwg, (CP1), J.Solozar-Minero, Jan 25, 2024 - 7:35pm

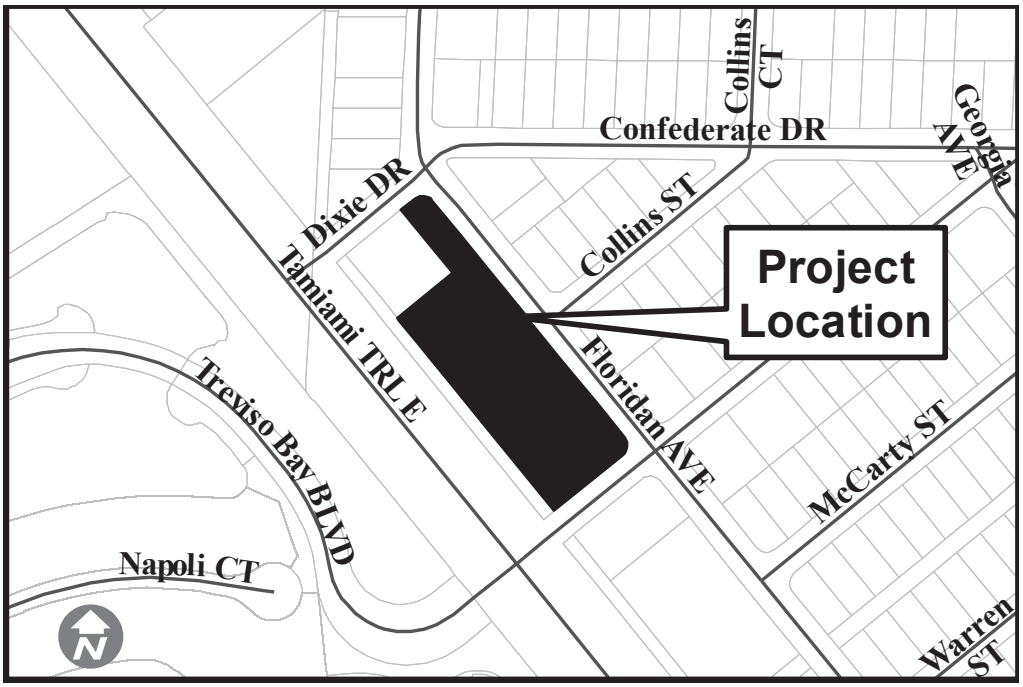
Attachment: ATTACHMENT B - Conceptual Site Plan Copy (27652 : PL20220003454 Harklau Storage CU)


3.B.d
Confed
Georgia
AVE
Dixie DR
Tamiami TRL E
Collins ST
Proje
Locati
Floridan AVE
Attach
McCart
Treviso Bay BLVD
Napoli CT
Packet Pg. 264
Warren
ST

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the **Collier County Hearing Examiner (HEX)** at **1:00 P.M., February 22, 2024**, in the Hearing Examiner's meeting room, at 2800 North Horseshoe Drive, Room 609/610, Naples FL 34104, to consider:

PETITION NO. CU-PL20220003454 – HARKLAU STORAGE – REQUEST FOR APPROVAL OF A CONDITIONAL USE TO ALLOW A CAR CONDO FACILITY, ALSO KNOWN AS MOTOR FREIGHT AND WAREHOUSING (SIC 4225, AIR CONDITIONED AND MINI-AND SELF-STORAGE WAREHOUSING ONLY), PURSUANT TO LDC SECTION 2.03.03.D.1.c.24, ON ±2.47 ACRES LOCATED AT THE SOUTHEAST CORNER OF TAMIAMI TRAIL EAST (US 41) AND CONFEDERATE DRIVE, LOTS 1, 4, 5, AND 6, BLOCK ONE, NAPLES MANOR UNIT NO. 1, IN SECTION 29, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.



All interested parties are invited to appear and be heard. All materials used in presentation before the Hearing Examiner will become a permanent part of the record.

Copies of staff report are available one (1) week prior to the hearing. The file can be reviewed at the Collier County Growth Management Community Development Department, Zoning Division, 2800 North Horseshoe Drive, Naples, FL 34104.

As to any petition upon which the Hearing Examiner takes action, an aggrieved petitioner may appeal such final action. Such appeal shall be filed per Section 2-88 of the Collier County Code of Laws and Ordinances within 30 days of the decision by the Hearing Examiner. An aggrieved non-party may appeal a decision by the Hearing Examiner to the Circuit Court of Collier County within 30 days of the decision. In the event that the petition has been approved by the Hearing Examiner, the applicant shall be advised that he/she proceeds with construction at his/her own risk during this 30-day period. Any construction work completed ahead of the approval authorization shall be at their own risk.

As part of an ongoing initiative to encourage public involvement, the public will have the opportunity to provide public comments remotely, as well as in person, during this proceeding. Individuals who would like to participate remotely should register through the link provided within the specific event/meeting entry on the Calendar of Events on the County website at www.colliercountyfl.gov/our-county/visitors/calendar-of-events after the agenda is posted on the County website. Registration should be done in advance of the public meeting, or any deadline specified within the public meeting notice. Individuals who register will receive an email in advance of the public hearing detailing how they can participate remotely in this meeting. Remote participation is provided as a courtesy and is at the user's risk. The County is not responsible for technical issues. For additional information about the meeting, please call Geoffrey Willig at 252-8369 or email to Geoffrey.Willig@colliercountyfl.gov.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Collier County Zoning Division located at 2800 N. Horseshoe Dr, Naples, Florida 34104, (239) 252- 2400, at least two (2) days prior to the meeting.

Andrew W. J. Dickman, Esq., AICP
Chief Hearing Examiner
Collier County, Florida

ND-38555072

SIGN POSTING INSTRUCTIONS

(CHAPTER 8, COLLIER COUNTY ADMINISTRATIVE CODE FOR LAND DEVELOPMENT)

A zoning sign(s) must be posted by the petitioner or the petitioner's agent on the parcel for a minimum of fifteen (15) calendar days in advance of the first public hearing and said sign(s) must be maintained by the petitioner or the petitioner's agent through the Board of County Commissioners Hearing. Below are general guidelines for signs, however these guidelines should not be construed to supersede any requirement of the LDC. For specific sign requirements, please refer to the Administrative Code, Chapter 8 E.

1. The sign(s) must be erected in full view of the public, not more than five (5) feet from the nearest street right-of-way or easement.
2. The sign(s) must be securely affixed by nails, staples, or other means to a wood frame or to a wood panel and then fastened securely to a post, or other structure. The sign may not be affixed to a tree or other foliage.
3. The petitioner or the petitioner's agent must maintain the sign(s) in place, and readable condition until the requested action has been heard and a final decision rendered. If the sign(s) is destroyed, lost, or rendered unreadable, the petitioner or the petitioner's agent must replace the sign(s

NOTE: AFTER THE SIGN HAS BEEN POSTED, THIS AFFIDAVIT OF POSTING NOTICE SHOULD BE RETURNED NO LATER THAN TEN (10) WORKING DAYS BEFORE THE FIRST HEARING DATE TO THE ASSIGNED PLANNER.

- - - -

Floridian Ave View



Johns Street View




PUBLIC HEARING NOTICE
Harklau Storage
Conditional Use (CU)
Petition No. 20220003454
HEX: February 22, 2024 - 1:00 PM
Growth Management Building
2800 N. Horseshoe Dr., Naples, FL 34104
Planner: Sean Sammon 239-252-8422

Sean Sammon

From: Michael Bosi
Sent: Friday, January 26, 2024 2:41 PM
To: Sean Sammon
Cc: Ray Bellows; Derek Perry; Heidi Ashton
Subject: RE: PL20220003454 - HARKLAU STORAGE CU

Sean,
I agree with Mike's interpretation that the restriction was put in place to minimize the interruptions to US41. Based upon that directive, I would read the restriction to allow access to US41, but if that access is granted it shall be limited to one ingress/egress point, but I don't think the restriction requires the combined lots or project to have an access on US41. The restriction is silent to Johns ST & Dixie DR, so the proposed access arrangement shown in the concept plan would not be incongruent with the expressed restriction and happens to be the arrangement endorsed by our Transportation Planning staff.

Mike

Michael Bosi, AICP
Collier County Zoning Director
239-252-1061
239-877-0705

From: Sean Sammon <Sean.Sammon@colliercountyfl.gov>
Sent: Friday, January 26, 2024 1:19 PM
To: Michael Bosi <Michael.Bosi@colliercountyfl.gov>
Cc: Ray Bellows <Ray.Bellows@colliercountyfl.gov>; Derek Perry <Derek.Perry@colliercountyfl.gov>; Heidi Ashton <Heidi.Ashton@colliercountyfl.gov>
Subject: FW: PL20220003454 - HARKLAU STORAGE CU

Mike,

Attached is an email from Mike Sawyer during the review process for Harklau Storage CU. I coordinated with Mike during the 2nd review about clarifying the language written in Ordinance 92-043, which is about the subject property for PL20220003454. Ordinance 92-043 stated: *"The subject property (all lots combined) shall only be served with one single access onto U.S. 41 East."*

Since that was written into the ordinance, I included this in my review comments, along with the others, to the applicant for the first review. The applicant responded: *"Ordinance 92-43 does not prohibit access on Johns Street and all provisions of the ordinance are met within the conceptual site plan. No access onto Floridian Avenue is proposed. The ordinance does not require that access be provided to US 41 East, it restricts the site to up to one access on US 41 East."* That is why I reached out to Mike Sawyer for him to clarify.

Can you please interpret the section (Page 14) from Ordinance 92-043, and whether or not you agree with Mike Sawyer's assessment? Or, is this going to require a rezone if what they're doing is considered amending the language in the ordinance. The HEX Hearing is scheduled for February 22nd for the CU.

Thank you Mike.

Attachment: ATTACHMENT D - Ordinance No. 92-043 Access Points Interpretation (27852 : PL20220003454 Harklau Storage CU)

Respectfully,
Sean Sammon, Principal Planner
Zoning Division - Zoning Services Section
Sean.Sammon@CollierCountyFL.gov
Phone: 239.252.8422; Fax: 239.252.6350
2800 N. Horseshoe Drive, Naples, FL 34104



Exceeding expectations, every day!

Tell us how we are doing by taking our Zoning Division Survey at https://goo.gl/eXjvqT.

From: Derek Perry <Derek.Perry@colliercountyfl.gov>
Sent: Friday, January 26, 2024 1:00 PM
To: Sean Sammon <Sean.Sammon@colliercountyfl.gov>
Cc: Heidi Ashton <Heidi.Ashton@colliercountyfl.gov>
Subject: RE: PL20220003454 - HARKLAU STORAGE CU

Sean: The official interpreter is Mike Bosi, not the applicant or Mike Sawyer.

Derek D. Perry
Assistant County Attorney
(239) 252-8066

From: Sean Sammon <Sean.Sammon@colliercountyfl.gov>
Sent: Friday, January 26, 2024 11:48 AM
To: Derek Perry <Derek.Perry@colliercountyfl.gov>
Cc: Kathynell Crotteau <Kathynell.Crotteau@colliercountyfl.gov>
Subject: FW: PL20220003454 - HARKLAU STORAGE CU

Derek,

Just to follow up on some of the comments in the staff report, see below for Mike Sawyer's clarification on why the US-41 access is not preferred. The applicant made a point that it wasn't required, only that if each lot were developed individually, they would all be served by one access rather than each.

Respectfully,
Sean Sammon, Principal Planner
Zoning Division - Zoning Services Section
Sean.Sammon@CollierCountyFL.gov
Phone: 239.252.8422; Fax: 239.252.6350
2800 N. Horseshoe Drive, Naples, FL 34104

Attachment: ATTACHMENT D - Ordinance No. 92-043 Access Points Interpretation (27852 : PL20220003454 Harklau Storage CU)

Collier County
Growth Management
Community Development Department
Zoning Division

Exceeding expectations, every day!

Tell us how we are doing by taking our Zoning Division Survey at https://goo.gl/eXjvqT.

From: SawyerMichael <Michael.Sawyer@colliercountyfl.gov>
Sent: Tuesday, May 9, 2023 2:07 PM
To: SammonSean <Sean.Sammon@colliercountyfl.gov>
Cc: BellowsRay <Ray.Bellows@colliercountyfl.gov>; LantzLorraine <Lorraine.Lantz@colliercountyfl.gov>
Subject: RE: PL20220003454 - HARKLAU STORAGE CU

Sean,

Interesting dilemma. First, I leave the interpretation to Ray and understand if he has a different perspective.

I believe the intent of 6.c. was to make sure that the various small parcels (lots) shared a single access point on 41 instead of allowing multiple access points for each individual parcel (the goal: limit/allow one single access on 41 to service all the (lot) parcels using interconnections/linking). Additionally, there isn't a condition in the ordinance prohibiting access on Johns Street like there is for Floridan.

41 in this location is a Class 3 Arterial-Divided roadway; therefore, from a health safety standpoint, it's much safer to allow access on Johns Street combined with the interconnection to the parcel to the northwest.

Please let me know if you have additional questions or concerns.

Respectfully,

Michael Sawyer
Project Manager II
Transportation Management Services Department
Transportation Planning
2685 South Horseshoe Drive, Suite 103
Naples, Florida 34104
239-252-2926
michael.sawyer@colliercountyfl.gov

From: SammonSean <Sean.Sammon@colliercountyfl.gov>
Sent: Tuesday, May 9, 2023 10:39 AM

Attachment: ATTACHMENT D - Ordinance No. 92-043 Access Points Interpretation (27852 : PL20220003454 Harklau Storage CU)

To: SawyerMichael <Michael.Sawyer@colliercountyfl.gov>
Cc: BellowsRay <Ray.Bellows@colliercountyfl.gov>
Subject: PL20220003454 - HARKLAU STORAGE CU

Michael,

My 2nd review comment to the applicant for PL20220003454, Harklau Storage was:

"Narrative - b) As mentioned in the Pre-Application Meeting, there are current requirements regulated by Ordinance 92-43 that prohibits the current Conceptual Site Plan from being served by more than one single access onto US 41 East as well as prohibiting access onto Floridian Ave. The Conceptual Site Plan is inconsistent with the ordinance language and may require coordinating with FDOT or drafting a new concept plan that is consistent with Ord. 92-43. If continuing with the Conceptual Site Plan as is, then it will require a Rezone from C-4 to C-4 amending the ordinance language, either eliminating or modifying the language, and being a companion petition with this CU. Or, modify the Conceptual Site Plan in order to be consistent with Ordinance 92-43."

Attached is page 14 from Ordinance 92-043, which states the condition 6.c. "*The subject property (all lots combined) shall only be served with one singe access onto U.S. 41 East."*

The applicant's response is: "*Ordinance 92-43 does not prohibit access on Johns Street and all provisions of the ordinance are met within the conceptual site plan. No access onto Floridian Avenue is proposed. The ordinance does not require that access be provided to US 41 East, it restricts the site to up to one access on US 41 East."*

The applicant resolved the issue with the access off Floridian, however, I'm not sure how the access off of US 41 East can be resolved unless I'm interpreting this incorrectly since this is from the ordinance from 1992.

How do you interpret the issue that condition d. from section 6 of the Ordinance poses? Can you please interpret this language from the ordinance?

Respectfully,
Sean Sammon, Principal Planner
Zoning Division - Zoning Services Section
Sean.Sammon@CollierCountyFL.gov
Phone: 239.252.8422; Fax: 239.252.6350
2800 N. Horseshoe Drive, Naples, FL 34104

Collier County
Growth Management
Community Development Department
Zoning Division

Exceeding expectations, every day!

Tell us how we are doing by taking our Zoning Division Survey at https://goo.gl/eXjvqT.

Attachment: ATTACHMENT D - Ordinance No. 92-043 Access Points Interpretation (27852 : PL20220003454 Harklau Storage CU)