



CPA2024-00010

APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT - MAP

Project Name: The Reserve at Pinto Place

Project Description: Proposed Multi-family Development consisting of four (4) apartment buildings with 84 total unit mixture of one, two, three and four bedrooms, Clubhouse, maintenance building and mail kiosk. Amenities reange from Pool, Playground, basketball court, etc.

Map(s) to Be Amended: Lee Plan Future Land Use

State Review Process: Small-Scale Review State Coordinated Review Expedited State Review

1. **Name of Applicant:** The Reserve at Pinto Place, LLC
Address: 1113 Range Avenue, Suite 110, Box 126
City, State, Zip: Denham Springs, LA 70726
Phone Number: C: (225) 933-3584 / F: (225) 427-8455 E-mail: tdelahaye@cstmultifamilyrealestateservices.com

2. **Name of Contact:** Thomas C. Delehay, Manager
Address: Same as Above
City, State, Zip: Same as Above
Phone Number: Same as Above E-mail: Same as Above

3. **Owner(s) of Record:** McCarley-Letourneau Custom Earthworks Design, Inc.
Address: 13100 Pinto Lane
City, State, Zip: Fort Myers, FL 33912
Phone Number: (239) 454-0300 E-mail: landscape@customearthworks.com

4. **Property Location:**
1. Site Address: 13100 Pinto Lane
2. STRAP(s): 21-45-25-01-00000.0190

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5. **Property Information:**
Total Acreage of Property: 10.35+/- Total Acreage Included in Request: 10.35+/-
Total Uplands: 0 Total Wetlands: 0 Current Zoning: AG-2
Current Future Land Use Category(ies): Outlying Suburban
Area in Each Future Land Use Category: 10.35+/-
Existing Land Use: Commercial - Plant Nursery

COMMUNITY DEVELOPMENT

6. **Calculation of maximum allowable development under current Lee Plan:**
Residential Units/Density: 31 Commercial Intensity: n/a Industrial Intensity: n/a

7. **Calculation of maximum allowable development with proposed amendments:**
Residential Units/Density: 103 Commercial Intensity: n/a Industrial Intensity: n/a

Public Facilities Impacts

NOTE: The applicant must calculate public facilities impacts based on the maximum development.

- 1. Traffic Circulation Analysis:** The analysis is intended to determine the effect of the land use change on the Financially Feasible Highway Plan Map 3A (20-year plus horizon) and on the Capital Improvements Element (5-year horizon). Toward that end, an applicant must submit a Traffic Impact Statement (TIS) consistent with Lee County Administrative Code (AC)13-17.
 - a. Proposals affecting less than 10 acres, where development parameters are contained within the Traffic Analysis Zone (TAZ) or zones planned population and employment, or where there is no change in allowable density/intensity, may be eligible for a TIS requirement waiver as outlined in the Lee County TIS Guidelines and AC-13-17. Identification of allowable density/intensity in order to determine socio-economic data for affected TAZ(s) must be coordinated with Lee County Planning staff. Otherwise a calculation of trip generation is required consistent with AC-13-17 and the Lee County TIS Guidelines to determine required components of analysis for:
 - i. Total peak hour trip generation less than 50 total trip ends – trip generation.
 - ii. Total peak hour trip generation from 50 to 300 total trip ends – trip generation, trip distribution and trip assignment (manual or Florida Standard Urban Transportation Modeling Structure (FSUTMS) analysis consistent with AC-13-17 and TIS Guidelines), short-term (5 year) and long-range (to current Lee Plan horizon year) segment LOS analysis of the nearest or abutting arterial and major collector segment(s) identified in the Transportation Inventory based on the trip generation and roadway segment LOS analysis criteria in AC-13-17. A methodology meeting is recommended prior to submittal of the application to discuss use of FSUTMS, any changes to analysis requirements, or a combined CPA and Zoning TIS short term analysis.
 - iii. Total peak hour trip generation is over 300 total trip ends - trip generation, mode split, trip distribution and trip assignment (manual or FSUTMS analysis consistent with AC-13-17 and TIS Guidelines), short-term (five-year) and long-range (to current Lee Plan horizon year) segment LOS analysis of arterial and collector segments listed in the Transportation Inventory. LOS analysis will include any portion of roadway segments within an area three miles offset from the boundary of the application legal description metes and bounds survey. LOS analysis will also include any additional segments in the study area based on the roadway segment LOS analysis criteria in AC-13-17. A methodology meeting is required prior to submittal of the application.
 - b. Map amendment - greater than 10 acres -Allowable density/intensity will be determined by Lee County Planning staff.
- 2. Provide an existing and future conditions analysis for the following (see Policy 95.1.3):**
 - a. Sanitary Sewer
 - b. Potable Water
 - c. Surface Water/Drainage Basins
 - d. Parks, Recreation, and Open Space
 - e. Public Schools

Analysis for each of the above should include (but is not limited to) the following (see the Lee County Concurrency Management Report):

- a. Franchise Area, Basin, or District in which the property is located
- b. Current LOS, and LOS standard of facilities serving the site
- c. Projected 2030 LOS under existing designation
- d. Projected 2030 LOS under proposed designation
- e. Existing infrastructure, if any, in the immediate area with the potential to serve the subject property
- f. Improvements/expansions currently programmed in 5 year CIP, 6-10 year CIP, and long range improvements
- g. Provide a letter of service availability from the appropriate utility for sanitary sewer and potable water

In addition to the above analysis, provide the following for potable water:

- a. Determine the availability of water supply within the franchise area using the current water use allocation (Consumptive Use Permit) based on the annual average daily withdrawal rate.
- b. Include the current demand and the projected demand under the existing designation, and the projected demand under the proposed designation.
- c. Include the availability of treatment facilities and transmission lines for reclaimed water for irrigation.
- d. Include any other water conservation measures that will be applied to the site (see Goal 54).

3. Provide a letter from the appropriate agency determining the adequacy/provision of existing/proposed support facilities, including:

- a. Fire protection with adequate response times
- b. Emergency medical service (EMS) provisions
- c. Law enforcement
- d. Solid Waste
- e. Mass Transit
- f. Schools

In reference to above, the applicant must supply the responding agency with the information from application items 5, 6, and 7 for their evaluation. This application must include the applicant's correspondence/request to the responding agency.

Environmental Impacts

Provide an overall analysis of the character of the subject property and surrounding properties, and assess the site's suitability for the proposed change based upon the following:

1. A map of the Plant Communities as defined by the Florida Land Use Cover and Classification system (FLUCCS).
2. A map and description of the soils found on the property (identify the source of the information).
3. A topographic map depicting the property boundaries and 100-year flood prone areas indicated (as identified by FEMA).
4. A map delineating the property boundaries on the most recent Flood Insurance Rate Map.
5. A map delineating wetlands, aquifer recharge areas, and rare & unique uplands.
6. A table of plant communities by FLUCCS with the potential to contain species (plant and animal) listed by federal, state or local agencies as endangered, threatened or species of special concern. The table must include the listed species by FLUCCS and the species status (same as FLUCCS map).

Impacts on Historic Resources

List all historic resources (including structure, districts, and/or archaeologically sensitive areas) and provide an analysis of the proposed change's impact on these resources. The following should be included with the analysis:

1. A map of any historic districts and/or sites listed on the Florida Master Site File which are located on the subject property or adjacent properties.
2. A map showing the subject property location on the archaeological sensitivity map for Lee County.

Internal Consistency with the Lee Plan

1. Discuss how the proposal affects established Lee County population projections, Lee Plan Table 1(b) and the total population capacity of the Lee Plan Future Land Use Map.
2. List all goals and objectives of the Lee Plan that are affected by the proposed amendment or that affect the subject property. This analysis should include an evaluation of all relevant policies under each goal and objective.
3. Describe how the proposal affects adjacent local governments and their comprehensive plans.

State Policy Plan and Regional Policy Plan

List State Policy Plan and Regional Policy Plan goals, strategies and actions, and policies which are relevant to this plan amendment.

Justify the proposed amendment based upon sound planning principles

Support all conclusions made in this justification with adequate data and analysis.

Planning Communities/Community Plan Area Requirements

If located within a planning community/community plan area, provide a meeting summary document of the required public informational session [Lee Plan Goal 17].

Sketch and Legal Description

The certified legal description(s) and certified sketch of the description for the property subject to the requested change. A metes and bounds legal description must be submitted specifically describing the entire perimeter boundary of the property with accurate bearings and distances for every line. The sketch must be tied to the state plane coordinate system for the Florida West Zone (North America Datum of 1983/1990 Adjustment) with two coordinates, one coordinate being the point of beginning and the other an opposing corner. If the subject property contains wetlands or the proposed amendment includes more than one land use category a metes and bounds legal description, as described above, must be submitted in addition to the perimeter boundary of the property for each wetland or future land use category.

SUBMITTAL REQUIREMENTS

Clearly label all submittal documents with the exhibit name indicated below.

For each map submitted, the applicant will be required to submit a 24"x36" version and 8.5"x11" reduced map for inclusion in public hearing packets.

MINIMUM SUBMITTAL ITEMS (3 Copies)

<input type="checkbox"/>	Completed Application (Exhibit – M1)
<input type="checkbox"/>	Disclosure of Interest (Exhibit – M2)
<input type="checkbox"/>	Surrounding Property Owners List, Mailing Labels, and Map For All Parcels Within 500 Feet of the Subject Property (Exhibit – M3)
<input type="checkbox"/>	Existing Future Land Use Map (Exhibit – M4)
<input type="checkbox"/>	Map and Description of Existing Land Uses (Not Designations) of the Subject Property and Surrounding Properties (Exhibit – M5)
<input type="checkbox"/>	Map and Description of Existing Zoning of the Subject Property and Surrounding Properties (Exhibit – M6)
<input type="checkbox"/>	Signed/Sealed Legal Description and Sketch of the Description for Each FLUC Proposed (Exhibit – M7)
<input type="checkbox"/>	Copy of the Deed(s) of the Subject Property (Exhibit – M8)
<input type="checkbox"/>	Aerial Map Showing the Subject Property and Surrounding Properties (Exhibit – M9)
<input type="checkbox"/>	Authorization Letter From the Property Owner(s) Authorizing the Applicant to Represent the Owner (Exhibit – M10)
<input type="checkbox"/>	Proposed Amendments (Exhibit – M11)
<input type="checkbox"/>	Lee Plan Analysis (Exhibit – M12)
<input type="checkbox"/>	Environmental Impacts Analysis (Exhibit – M13)
<input type="checkbox"/>	Historic Resources Impact Analysis (Exhibit – M14)
<input type="checkbox"/>	Public Facilities Impacts Analysis (Exhibit – M15)
<input type="checkbox"/>	Traffic Circulation Analysis (Exhibit – M16)
<input type="checkbox"/>	Existing and Future Conditions Analysis - Sanitary Sewer, Potable Water, Surface Water/Drainage Basins, Parks and Rec, Open Space, Public Schools (Exhibit – M17)
<input type="checkbox"/>	Letter of Determination For the Adequacy/Provision of Existing/Proposed Support Facilities - Fire Protection, Emergency Medical Service, Law Enforcement, Solid Waste, Mass Transit, Schools (Exhibit – M18)
<input type="checkbox"/>	State Policy Plan and Regional Policy Plan (Exhibit – M19)
<input type="checkbox"/>	Justification of Proposed Amendment (Exhibit – M20)
<input type="checkbox"/>	Planning Communities/Community Plan Area Requirements (Exhibit – M21)

APPLICANT – PLEASE NOTE:

Changes to Table 1(b) that relate directly to and are adopted simultaneously with a future land use map amendment may be considered as part of this application for a map amendment.

Once staff has determined the application is sufficient for review, 15 complete copies will be required to be submitted to staff. These copies will be used for Local Planning Agency hearings, Board of County Commissioners hearings, and State Reviewing Agencies. Staff will notify the applicant prior to each hearing or mail out to obtain the required copies.

If you have any questions regarding this application, please contact the Planning Section at (239) 533-8585.

AFFIDAVIT

I, _____, certify that I am the owner or authorized representative of the property described herein, and that all answers to the questions in this application and any sketches, data, or other supplementary matter attached to and made a part of this application, are honest and true to the best of my knowledge and belief. I also authorize the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

Signature of Applicant Date

Printed Name of Applicant

STATE OF FLORIDA
COUNTY OF LEE

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

Signature of Notary Public

(Name typed, printed or stamped)

the property during normal working hours for the purpose of investigating and evaluating the request made through this application.

Thomas C. Delahaye
Signature of Applicant

6/24/24
Date

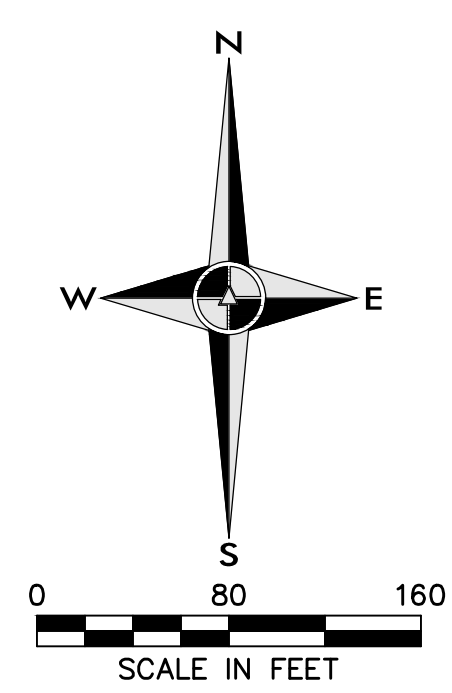
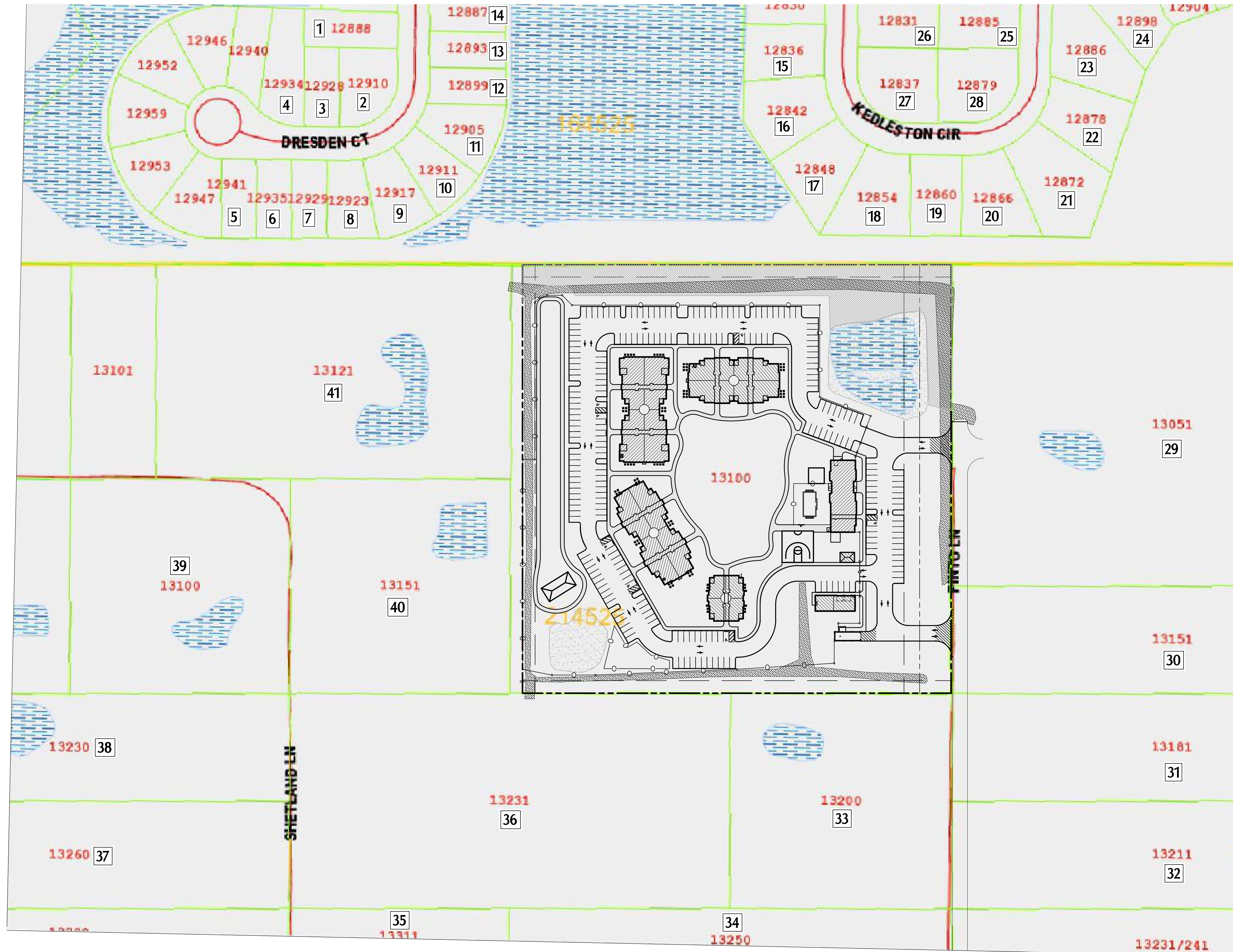
Thomas C. Delahaye, Manager
Printed Name of Applicant

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization on June 24, 2024 (date) by Thomas Delchaye (name of person providing oath or affirmation), who is personally known to me or who has produced USA Passport (type of identification) as identification.

Brett B
Signature of Notary Public

Brett Brinson
(Name typed, printed or stamped)
Bar # 24978
My commission is for life



BENCHMARK GROUP, L.L.C.
 12232 INDUSTRIAL BLVD., SUITE 9
 BATON ROUGE, LOUISIANA 70809
 PHONE: 225.368.2475 FAX: 225.368.2476
 www.benchmarkgroupllc.com

PRELIMINARY SITE PLAN
THE RESERVE
AT PINTO PLACE
 PINTO LANE, FORT MYERS, FL

1. John A Thomas - 12888 Dresden Ct., Fort Myers, FL 33912
2. Doris & Nicloa D'Avella - 12910 Dresden Ct., Fort Myers, FL 33912
3. Dale & Bonnie Hoelzer - 12928 Dresden Ct., Fort Myers, FL 33912
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STAMP:

REVISION: DATE: COMMENT:
 A 04/19/24 FOR REVIEW

BMG PROJECT NO.: MISC
 FILE: 24017_PintoLane_zAdjacent Owners.dwg
 DRAWN BY: MAB
 DATE: 04/18/24 SCALE: 1" = 80'

PROPERTY OWNERS
 MAP
 SHEET NUMBER:
1

No.	Property Owner	Address	City	State	Zip Code
1	John A Thomas	12888 Dresden Ct.	Fort Myers	FL	33912
2	Doris & Nicloa D'Avella	12910 Dresden Ct.	Fort Myers	FL	33912
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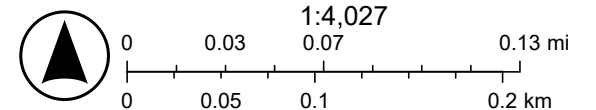
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LeeGIS Data Explorer



6/24/2024, 9:43:53 AM

-  Parcels
-  Planning Districts
- Future Land Use**
 -  Outlying Suburban
 -  Wetlands
-  General Interchange

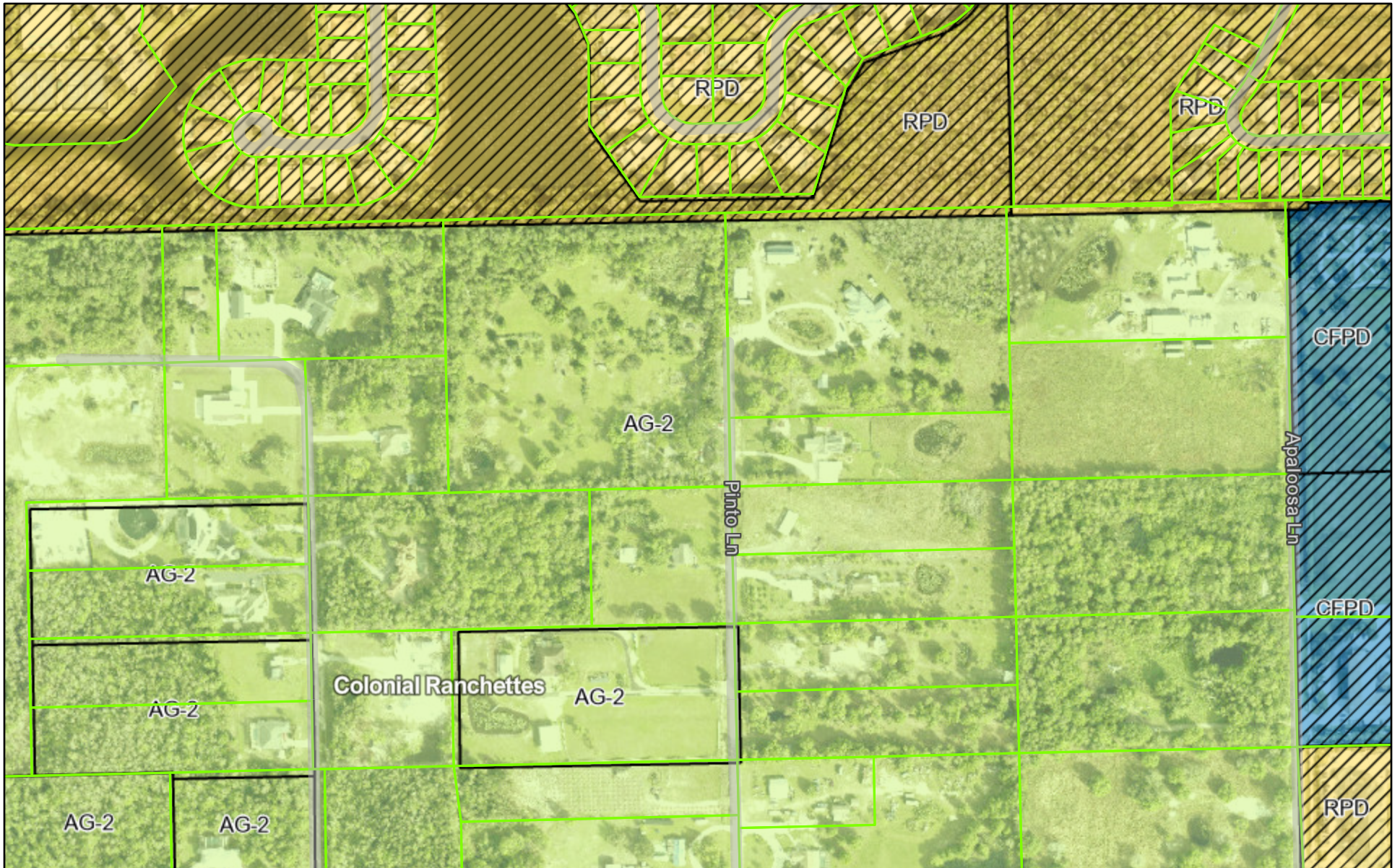


Lee County Government, GIS, EagleView, Lee County Property Appraiser, Lee County GIS







Lee County GIS

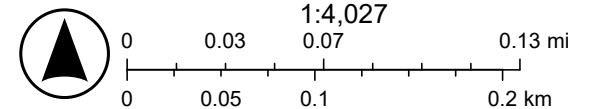
This is not a survey. Lee County GIS Department has prepared this map for informational purposes only. Details shown may be unofficial determinations and may not be accompanied by warranty or guarantee.

LeeGIS Data Explorer



6/24/2024, 9:45:59 AM

-  Parcels
-  Zoning
-  Agricultural
-  Planned Developments
- Primary Zoning Divisions**
-  Community Facilities
-  Residential



Lee County Government, GIS, EagleView, Lee County Property Appraiser, Lee County GIS

Lee County GIS

This is not a survey. Lee County GIS Department has prepared this map for informational purposes only. Details shown may be unofficial determinations and may not be accompanied by warranty or guarantee.

Purchase Agreement

- Seller:** MCCARLEY-LETOURNEAU CUSTOM EARTHWORKS DESIGN, INC., a Florida corporation represented by its duly authorized representatives, Patrick M. McCarley and Michael L. Letourneau, whose mailing address is _____ (“**Seller**”).
13100 Pinto Lane; Fort Myers, FL 33912
- Buyer:** CST LAND DEVELOPERS, L.L.C., a Louisiana corporation represented by its duly authorized representative, Thomas Delahaye, whose mailing address is 1113 Range Avenue, Suite 110, Box 126, Denham Springs, LA 70726 (“**Buyer**”).
- Property:** 10 Acres, more or less, located on 13100 Pinto Lane, Fort Myers, Florida, and all privileges and appurtenances thereto (including any mineral rights owned by the Seller), as depicted on Exhibit A attached.. (the “**Property**”).

Article 1 Agreement to Sell and Buy

1.1 Agreement to Sell. Seller shall sell and convey to Buyer and the Buyer shall purchase from Seller upon the terms and conditions set forth in this purchase agreement (“**Agreement**”) the Property, which “**Property**” shall include all buildings, improvements, easements, servitudes, appurtenances, rights, privileges belonging or appertaining to the Property, including, but not limited to, all of Seller’s right, title and interest in and to any land lying in the bed of any street, road or avenue, opened or proposed, adjoining the Property.

Article 2 Purchase Price and Method of Payment

2.1 Consideration. Subject to the terms, conditions, and provisions herein, Buyer agrees to pay and Seller agrees to accept as full consideration for the conveyance of the Property, the sum of **Two Million Nine Hundred Ninety Thousand Nine Hundred Dollars and No/100 (\$2,990,900.00)** (the “**Purchase Price**”). The Purchase Price, subject to the prorations and adjustments hereinafter described, shall be paid by Buyer to Seller on the Closing Date by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller.

Article 3 Deposit

3.1 Terms of Deposit. Buyer may deposit with Brinson Title, LLC, Attn: Brett Brinson, 1700 City Farm Drive, Baton Rouge, LA 70806 (the “**Escrow Agent**”), the sum of Fifty Thousand Dollars (\$50,000.00) (the “**Deposit**”), to be placed in a noninterest-bearing account pursuant to the instructions set forth in Exhibit “B” within ten (10) days of the Effective Date. If Buyer does not make the Deposit, the Inspection Period will be terminated, and this Agreement will be terminated and neither party shall have any further obligation to the other.

3.2 Application of Deposit. The Deposit and the Additional Deposit (as defined below) shall be applied to the payment of the Purchase Price at Closing, or in the event of a default by either Seller or Buyer, or in the event of a termination, then in accordance with this Agreement.

Article 4 Closing Expenses and Tax Prorations

4.1 Closing Date. The Closing of the transaction shall take place no later than thirty (30) days after the completion of the Inspection Period (as defined in Article 7), at the offices of [**Fidelity Title Agent to be selected**] (“**Title Company**”) or such other day prior thereto as mutually agreed to by the Buyer and Seller in writing, which day is herein referred to as the “**Closing Date,**” or “**Closing**”. The parties agree that the Closing may be handled by mail, in which case each party shall execute the closing documents in their respective cities and states, and deliver the closing documents to the offices of Title Company no later than the Closing Date, to

documents are executed and delivered by both parties and Seller receives confirmation that the funds have been disbursed.

4.2 Closing Expenses of Buyer. The following Closing expenses shall be paid by Buyer: i) One-half of any escrow fee or similar charges to the Escrow Agent and Title Company; ii) Cost of the Survey (defined below); iii) Fees, including but not limited to labor and materials used in connection with the inspection of the Property, for any type of inspection or audit which may be required by the Buyer to determine whether the Property is suitable for the purposes for which it or its assigns may intend; and iv) Fees of Buyer's attorney.

4.3 Closing Expenses of Seller. The following Closing expenses shall be paid by Seller: i) One-half of any escrow fee or similar charges to the Escrow Agent and Title Company not to exceed \$500; ii) Fees of Seller's attorney; iii) recording charges, documentary stamp tax and other similar charges and fees; iv) Title insurance and fees in connection therewith including abstract and legal not to exceed \$10,000; v) Any fees incurred by Seller to render Seller's title valid and merchantable; and vi) All realtors' and brokers' commissions due as a result of the sale of the Property from Seller to Buyer.

4.4 Prorations: The following items shall be prorated between Buyer and Seller:

4.4.1 Ad valorem and similar taxes (excluding assessments) for the then current tax period relating to the Property shall be prorated as of the Closing Date. If the Closing occurs before the tax rate is fixed for the then current tax year, the apportionment of taxes shall be made on the basis of the tax rate for the immediately preceding tax year applied to the latest assessed valuation of the Property, and when the tax rate is fixed for the tax year in which the Closing occurs, Seller and Buyer hereby agree, one to the other, to adjust the proration of taxes and, if necessary, to refund or pay such sums to the other party as shall be necessary to effect such adjustment. Seller shall promptly reimburse Buyer for the portion of any and all supplemental taxes hereafter assessed against the Property which are attributable to the period on or prior to the Closing Date.

4.4.2 Any other items which are typically prorated, such as governmental inspection and license fees, rents and other revenues, utility and sewer charges and other similar items, shall be prorated between Seller and Buyer as of the Closing Date.

4.4.3 Seller and Buyer agree that, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual payment of expenses or compilation of information upon which such prorations or adjustments are to be based, each of them will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller will pay all expenses of the Property on or prior to the Closing Date and Buyer will pay all expenses of the Property after the Closing Date.

Article 5 Conveyance

5.1 Warranty of Title. Seller shall convey valid and merchantable title to the Property to the Buyer with full warranty of title, free and clear of all mortgages, liens or encumbrances subject only to Permitted Encumbrances (defined in Section 8.3 below) and taxes for the year of Closing which will be prorated as provided in Section 4.4 of this Agreement. Seller shall convey with warranty of title the legal description of the Property as prepared from the Survey, as defined below.

Article 6
Documents Not Available From Seller

6.1 Seller Documentation. Within ten (10) days of the Effective Date, Seller shall provide all of the following documents Seller has in its possession or control related to the Property:

- 6.1.1 Agreements affecting the Property, including without limitation all information regarding mineral rights, leases, amendments and options exercises.
- 6.1.2 Reports received, owned or generated by Seller in connection with any environmental inspections of the Property, if any, conducted by or on Seller's behalf and all geotechnical reports related to the Property.
- 6.1.3 Title policies, commitments, surveys, and reports covering the Property and any and all abstracts and documents evidencing Seller's ownership of the Property.
- 6.1.4 Written notices, correspondence, and assessments affecting the Property.
- 6.1.5 Other written information which would assist Buyer in completing its due diligence investigation or otherwise reasonably requested by Buyer.

Article 7
Inspection Period

7.1 Inspection Period. For the period beginning on the Effective Date and continuing for ninety days (90) days after the Effective Date (hereinafter, as subsequently extended, the "**Inspection Period**"), Buyer shall have the right to enter upon the Property to complete any and all inspections Buyer deems reasonably necessary to determine the feasibility of multifamily or similar development (collectively, the "**Intended Use**"), including but not limited to conducting, at Buyer's sole expense, a physical inspection of the Property and reasonable soil tests and any other appropriate tests and reports to determine, among other things, the existence or nonexistence of any toxic or hazardous materials or underground storage tanks on the Property and that the Property is fit for its Intended Use, as determined in Buyer's sole discretion. Buyer may make an additional deposit of \$25,000.00 ("**Additional Deposit**") at anytime prior to three (3) days after the expiration of the Inspection Period which will extend the Inspection Period for an additional ninety (90) days. If additional time is needed by Buyer for the Inspection Period, Buyer may make an additional deposit of \$25,000.00 (which will also be part of the "**Additional Deposit**") at anytime prior to three (3) days after the expiration of the Inspection Period (as extended) which will extend the Inspection Period (as extended) for an additional ninety (90) days making the entire Inspection Period two hundred seventy (270) days.

7.2 Buyer's Use of Property. Buyer shall repair any damage to the Property caused by Buyer's entry and activities thereon. Buyer shall place the Property in substantially the same condition it was in prior to Buyer's entry and activities thereon. Buyer shall keep the Property free and clear of all liens or other encumbrances that may arise out of Buyer's inspection of the Property and shall indemnify Seller from any liability, expenses, claims or damage associated with Buyer's inspections or entry upon the Property, provided, however, that Buyer's foregoing indemnification obligation shall in no event apply to any claims to the extent resulting from Seller's negligent acts or omissions or willful misconduct or Buyer's mere discovery of adverse physical conditions affecting the Property including, without limitation, any Hazardous Materials (as defined below).

7.3 Approvals/Assistance of Seller. During the Inspection Period, Buyer shall attempt to obtain all approvals required by the respective governing authorities to permit the Intended Use, which approvals shall include, but are not limited to, rezoning, site plan approval, building and construction permits, utility availability and any other approval or agreement deemed necessary by Buyer including but not limited to obtaining construction financing (whether public or private) and all governmental and quasi governmental approvals related to said financing

(collectively, “**Approvals**”). Seller agrees to assist Buyer, as reasonable but at no cost to Seller, to obtain the Approvals, including the execution of necessary applications and attending governmental meetings when necessary.

7.4 Unconditional Right to Terminate. Notwithstanding anything in this Agreement to the contrary, during the Inspection Period (as extended) and for a period of ten days thereafter, in its sole and absolute discretion, Buyer may terminate this Agreement and the Deposit delivered to Escrow Agent shall be returned to Buyer, but the Additional Deposit (if any) shall be delivered to Seller.

Article 8 Title Policy

8.1 Title Commitment. During the Inspection Period, Buyer shall obtain a current title insurance commitment from Title Company, at Seller’s cost and expense, in the amount of the Purchase Price, committing the Title Company to issue an Owner’s Title Policy insuring valid and merchantable title to the property free of all mortgages, liens and encumbrances, except Permitted Encumbrances (hereinafter called the “**Title Commitment**”).

8.2 Survey. Buyer may cause a survey of the Property (the “**Survey**”) to be prepared prior to expiration of the Inspection Period, at Buyer’s cost and expense. The Survey may be prepared in accordance with the current ALTA/ACSM Standards; and show the location of the Property and all improvements, fences, lakes, ponds, creeks, streams, river, servitudes, easements, roads, and rights-of-way; shall identify all servitudes and rights-of-way; shall show any encroachments upon and protrusions from the Property; and shall show thereon the legal description and the total square footage of the Property. The legal description prepared from the Survey will be included in the Statutory Warranty Deed and other sale documents.

8.3 Buyer’s Review. Prior to the expiration of the Inspection Period, Buyer shall notify Seller in writing (the “**Title Objection Notice**”) as to Buyer’s disapproval of any encumbrances or title exceptions set forth in the Title Commitment or shown on the Survey (the “**Title Objections**”). All exceptions set forth in the Title Commitment and all matters shown on the Survey which are not objected to by Buyer (including matters initially objected to by Buyer which objections are subsequently waived in writing by Buyer) are herein collectively called the “**Permitted Encumbrances**” or singularly a “**Permitted Encumbrance**.” “**Encumbrances**” shall mean all Title Objections and other liens, servitudes and other matters affecting title to the Property, other than Permitted Encumbrances.

8.4 Seller’s Obligation to Cure. Seller, at its cost and expense, shall cure or remove all Encumbrances, including all defects and encroachments revealed by the Survey, prior to Closing in a manner reasonably satisfactory to Buyer and the Title Company. If Buyer does not deliver to Seller a Title Objection Notice within the Inspection Period, then all of the items reflected on the Title Commitment and any overlaps, encroachments, easements or encumbrances shown on the Survey affecting the Property shall be considered to be Permitted Encumbrances (except for monetary liens and encumbrances which shall be paid off by Seller at Closing).

8.5 Buyer’s Right to Object. Buyer shall have the right to object to any encumbrances affecting the title arising as a matter of law (such as a lien) or which were filed in the property records of the Clerk of Court for the county where the Property is located and arising after the effective date of the Title Commitment and such encumbrances can be objected to at any time prior to Closing.

8.6 Seller’s Failure to Cure. In the event any objection to title, the Survey, or Encumbrance is not cured by Seller, Buyer may, at its sole option, by serving written notice:

8.6.1 Terminate this Agreement and receive a return of the Deposit and the Additional Deposit;

8.6.2 Cure the condition or defect and deduct the cost, from the Purchase Price at Closing, provided, however, that, Seller shall in all cases be obligated to satisfy any liens secured by mortgages securing loans made to Seller, mechanics' liens relating to work contracted for by Seller, judgment liens against Seller, and delinquent real property taxes and Buyer shall be able to cure such liens from the Purchase Price at

Seller, and delinquent real property taxes and Buyer shall be able to cure such liens from the Purchase Price at Closing. Buyer may extend the Closing by thirty (30) days in its sole discretion to permit itself or Seller time to cure such defects; or

8.6.3 Waive the fulfillment of the conditions and acquire the Property subject to such defect.

Article 9

Representations, Warranties and Covenants of Seller.

9.1 Representations and Warranties of Seller. To induce Buyer to enter into this Agreement, Seller represents, warrants and covenants to Buyer that:

9.1.1 Authority to Execute. Seller is a Florida corporation, that has been duly organized, is validly existing, is in good standing in the state in which it was formed, and is qualified to do business in the state in which the Property is located. Seller owns 100% of the Property to be conveyed and has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action (corporate, trust or otherwise) to authorize the execution and delivery of this Agreement and of the other documents called for hereunder.

9.1.2 Commissions. As of the Closing, no brokerage or leasing commissions, or other compensation will be due or payable to any person, firm or other entity, except as set forth in Section 12.1.

9.1.3 Land and Regulation. There are no condemnation, environmental, zoning or other land use regulation proceedings, either instituted or, to Seller's knowledge, planned to be instituted, which could detrimentally affect the use or operation of the Property for its Intended Use or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property. No part of the Property is located in a "wetland" subject to the jurisdiction of the United States Army Corps of Engineers under the Clean Water Act, 33 U.S.C. § 1344(f) and no part of the Property is an "environmentally sensitive area."

9.1.4 Environmental Compliance. The Property is not in violation of any federal, state or local law, ordinance or regulation or requirement relating to industrial hygiene or to the environmental conditions on, under or near the Property including but not limited to soil and groundwater conditions. During the time in which Seller owned the Property, neither Seller nor, to Seller's knowledge, any third party has used, generated, manufactured, produced, stored or disposed of on, under or near the Property or transported to or from the Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether or not injurious by themselves (collectively, "**Hazardous Materials**"). There is no proceeding or inquiry by any governmental authority with respect to the presence of such Hazardous Materials on the Property or the migration thereof from or to other property. For the purpose of this Agreement, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as "**hazardous waste**" under Florida law and in the regulations adopted and publications promulgated pursuant to said laws. There are not currently and there have not ever been on or under the Property any underground storage tanks of any size or for any purpose.

9.1.5 Notice. Seller has never received notice or other communication concerning any alleged violation of any governmental requirement relating to the Property or concerning alleged liability (including claims, suits or investigations) associated with the presence or suspected presence of any toxic or Hazardous Material on the Property.

9.1.6 Agreements Affecting the Property. There are no leases, easements, encumbrances or other agreements affecting the Property, except as otherwise disclosed to Buyer by the Seller and approved in writing by Buyer.

9.1.7 Charges Paid Prior to Closing. Seller has paid or caused to be paid, or will have paid or made provision for payment by Closing, all taxes and other charges required to be paid prior to Closing.

9.1.8 Confidentiality. Seller shall hold as confidential all information concerning the Buyer or the transaction contemplated hereby disclosed to Seller in connection with said transaction and Seller shall not, prior to the Closing, release any such information to third parties, other than Seller's consultants, without Buyer's prior written consent, except as required in this Agreement or pursuant to a court order requiring such release or as otherwise may be required by law.

9.1.9 Foreign Person. Seller is not a foreign person under Sections 1445 and 7703 of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder.

9.1.10 Litigation. There is no litigation pending or threatened, against Seller or, to Seller's knowledge, any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property or adversely affect the ability of Seller to perform its obligations under this Agreement.

9.1.11 Compliance with Laws. The Property is and at the time of Closing will be in compliance with all applicable local, state and federal ordinances, regulations and requirements which affect the use and operation thereof, and Seller has not received any notice of violation of law or municipal ordinance, order or requirement having jurisdiction or affecting the Property, and knows of no facts which would constitute grounds for receiving any notice of a material violation of any such law or municipal ordinance, order or requirements.

9.1.12 Other Contracts to Convey Property. Seller has not committed nor obligated itself in any manner whatsoever to sell the Property to any party other than Buyer. Seller has not hypothecated or assigned any rents or income from the Property in any manner.

9.1.13 Taxes. The Property is a separate, independent tax parcel. There are no tax liens upon the Property except liens for current taxes not yet due, and there are no tax contests or assessment disputes pending before any applicable governmental authorities with respect to the Property.

9.1.14 Survival. These representations, warranties and covenants of Seller are true as of the date of execution of this Agreement and shall survive the Closing.

9.2 Representations and Warranties of Buyer. To induce Seller to enter into this Agreement, Buyer represents, warrants and covenants to Seller that:

9.2.1 Authority to Execute. Buyer is a Louisiana limited liability company, has been duly organized, is validly existing, is in good standing in the state in which it was formed, and is qualified to do business in each state where such qualification is required. Buyer has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action (corporate, trust or otherwise) to authorize the execution and delivery of this Agreement and of the other documents called for hereunder.

9.2.2 True and Correct Facts. No representations or warranties of Buyer herein or in any exhibit hereto, or in any information furnished to Seller by Buyer or in connection with the transaction contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state any material facts necessary to make the statements herein or therein not false or misleading. All such

representations, warranties or statements of Buyer are based upon current, accurate and complete information as of the time of their making and there has been no adverse material change in such information subsequent.

9.2.3 Foreign Person. Buyer is not a foreign person under Sections 1445 and 7703 of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder.

Article 10 Condemnation/Casualty

10.1 Condemnation/Casualty. If part of the Property is condemned or taken by eminent domain or purchase in lieu thereof prior to the Closing Date, Buyer may elect, by notice to Seller given not later than fifteen (15) days following the notice of condemnation to terminate this Agreement and receive a return of its Deposit and Additional Deposit or to take title to the Property without abatement or reduction of the Purchase Price, in which case Buyer then shall be entitled to receive on the Closing Date, and Seller shall assign, all condemnation proceeds theretofore paid to Seller and all Seller's rights in and to any unpaid condemnation proceeds. In the event that, prior to Closing, all or a portion of the Property is damaged or destroyed by fire, windstorm, flood or other casualty (whether or not insured), Buyer, at Buyer's election shall either: (i) terminate this Agreement by written notice to Seller within 15 days of Buyer's notice of the damage, in which case the Deposit and Additional Deposit shall be returned to Buyer, this Agreement shall become terminated and neither party shall have any further obligations hereunder; or (ii) proceed to Closing with a credit adjustment to Buyer in the Purchase Price equal to the Seller's casualty insurance policy deductible amount, and at Closing, Seller shall assign to Buyer all of its rights, title and interest in and to any insurance proceeds and shall thereafter permit Buyer to conduct all negotiations and enter into all agreements with respect thereto.

Article 11 Conditions to Closing

It is expressly agreed and understood that the obligation of Buyer to close the transaction contemplated by the Agreement is and shall be expressly subject to the satisfaction of each of the following conditions:

11.1 No Condemnation Proceeding or Casualty. Buyer shall be satisfied, in Buyer's reasonable discretion, that no eminent domain proceedings or other governmental action or any judicial actions of any kind will be pending against the Property or any part thereof or against any improvements thereon, or against the consummation of the transaction contemplated herein, and that no damage or casualty loss to the Property shall have occurred.

11.2 Representations and Warranties. All of the representations and warranties of Seller set forth in this Agreement shall be true and correct at and as of the Closing in all material respects, as though such representations and warranties were made at and as of the Closing.

11.3 Title. Buyer shall have received the Title Commitment issued by the Title Company, subject only to a schedule of Permitted Encumbrances and Seller shall have cured all Encumbrances as required in this Agreement.

11.4 Advise of Litigation. From the Effective Date hereof until the Closing, Seller shall have advised Buyer of any litigation, arbitration or administrative hearing before any governmental body or agency or events giving rise to same of which Seller obtains actual knowledge concerning or affecting the Property which is instituted or threatened.

11.5 No Hazardous Materials. No Hazardous Materials shall have been or, as of the Closing, shall be, located, released, stored, treated, generated, transported to or from, disposed of, or allowed to escape on the Property, including, without limitation, the surface and subsurface waters of the Property and no notice of an investigation into any of the foregoing shall exist.

11.6 Approvals. All Approvals have been received by Buyer in a form and substance satisfactory to Buyer.

11.7 Conditions for Benefit of Buyer. Each condition in this Article 11 is for the benefit of Buyer and may be waived at Buyer's sole option. In the event any condition to Closing set forth in Article 11 has not been met, Buyer may, at its sole option:

11.7.1 Terminate this Agreement and receive the return of the Deposit and Additional Deposit; or

11.7.2 Waive the fulfillment of the condition and acquire the Property subject to such defect.

Article 12
Realtors / Brokers

12.1 Realtors' Commission. Except for Compass Florida, LLC represented by Katie Edmonds Peters and Joey Remington for Seller (collectively, "Broker") who will receive a real estate commission equal to 5% of the gross sales price, each party hereby represents and warrants to the other that such party has incurred no liability to any real estate broker or agent with respect to the payment of any commission regarding the consummation of the transaction contemplated hereby. At the Closing, the Seller shall pay (or cause to be paid) a professional service fee in accordance with the Seller's listing agreement with Broker. It is agreed that if any claims for commissions or fees, including brokerage fees, finder's fees, or commissions, are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim and such party shall indemnify, defend and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees, finder's fees, or agents' commissions or other compensation asserted by any person, firm, or entity in connection with this Agreement or the transactions contemplated hereby.

Article 13
Indemnity

13.1 Seller's Indemnity. Seller hereby indemnifies Buyer against and agrees to defend and hold Buyer harmless from all fees, costs, charges, claims, demands, causes of action, and suits of any nature whatsoever, arising out of the ownership and operation of the Property, prior to the Closing. The "indemnity and hold harmless provision" herein shall extend to all attorneys' fees, costs of delays and the like incurred by Buyer and shall survive the Closing.

Article 14
Possession

14.1 Delivery. Possession of the Property will be delivered to the Buyer on the Closing Date free from Encumbrances and parties claiming rights to possession of the Property.

Article 15
Documentation and Delivery of Instructions at Closing

15.1 Seller Closing Documents. The Seller covenants and agrees to execute, acknowledge (as appropriate) and deliver to Buyer at the Closing the following documents:

15.1.1 Statutory Warranty Deed with full warranty of title from the Seller to the Buyer conveying valid and merchantable title to the Property subject only to the Permitted Encumbrances, except as otherwise provided in the Agreement.

15.1.2 An Owner's Affidavit and any Lien Affidavits if and as required by the Title Company (including as required for Buyer to obtain its title insurance policy with extended coverage).

15.1.3 Affidavits, certificates and other documentation reasonably required by Buyer's counsel and Title Company, including without limitation, documentation showing that Seller has the authority to enter into

this Agreement and to convey title to the Property and such other documentation as may be required for Buyer to obtain its title insurance policy with extended coverage.

15.1.4 Deliver to Buyer a certificate of an authorized person certifying that all the representations and warranties of Seller contained herein are true and accurate as of the Closing Date.

15.1.5 A certificate of Seller respecting the “non-foreign” status of Seller for federal income tax purposes.

15.2 Buyer Closing Documents. The Buyer covenants and agrees to deliver to the Seller at Closing:

15.2.1 The Purchase Price less the Deposit and Additional Deposit. The cash portion of the Purchase Price shall be paid by certified or cashier’s check or wire transfer.

15.2.2 The counterparts to the above referenced documents as applicable.

15.2.3 Documentation reasonably required by Seller or Title Company.

15.3 Internal Revenue Code Section 6045. Seller and Buyer hereby acknowledge that Internal Revenue Code Section 6045 requires the entity closing a real estate transaction to report the terms of the transaction to the Internal Revenue Service. Seller and Buyer agree that they will request the Title Company to be the closer of the transaction for purposes of compliance with Section 6045 of the Code. Seller hereby agrees to execute and deliver to the Title Company at Closing any certificates or other documentation required by the Title Company in order to comply with these requirements.

Article 16 Default/Termination of Agreement

16.1 Buyer’s Default. In the event the sale contracted for herein is not consummated due to default on the part of Buyer, Seller shall provide notice of such default and fifteen days to cure said default and if Buyer fails to cure said default and without fault on the part of Seller, the Deposit and Additional Deposit shall be forfeited to Seller as Seller’s sole and exclusive remedy against Buyer.

16.1.1 Seller and Buyer expressly acknowledge and agree that the Deposit and Additional Deposit are a reasonable forecast of just compensation for the harm that would be caused by a breach of this Agreement, that the harm caused by such breach shall constitute full satisfaction of Buyer’s obligations hereunder, that the above provisions are reasonable in light of the intent of the parties and the circumstances surrounding the execution of this Agreement, and that their respective rights and remedies shall be limited as hereinabove set forth.

16.2 Seller’s Default. In the event of a default by Seller under this Agreement, in addition to any other remedies provided in this Agreement and at law, Buyer may, by serving a written notice:

16.2.1 Cure the condition or defect and deduct the cost from the Purchase Price at Closing. Buyer may extend the Closing by 30 days in its sole discretion to permit it time to cure such defects;

16.2.2 Demand specific performance of Seller’s obligations under this Agreement and receive all damages and attorney’s fees occasioned thereby; or

16.2.3 Terminate this Agreement and receive a return of the Deposit and Additional Deposit, plus any and all actual damages caused by or resulting from (including reasonable attorneys’ fees) Seller’s default.

Article 17 Miscellaneous

17.1 Typewritten or Handwritten Provisions. Typewritten and handwritten provisions inserted in this Agreement shall control all printed provisions in conflict therewith, provided that said changes are initialed by all parties hereto.

17.2 Persons Bound. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators and successors of the parties hereto. Whenever used the singular nouns shall include the plural and the use of any gender shall include all genders.

17.3 Amendments. This Agreement may only be amended or modified in writing executed by both Buyer and Seller. No oral waivers or extensions shall be binding on the parties.

17.4 Applicable Law, Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Jurisdiction and venue for any claim made whatsoever regarding this Agreement shall be State Court in Lee County, State of Florida.

17.5 Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

17.6 Effective Date. **“Effective Date”** shall be the last date that this Agreement has been executed by all parties.

17.7 Entire Agreement. This Agreement comprises the entire agreement between the parties hereto, and merges all previous understandings of every nature and kind.

17.8 Attorneys’ Fees. Should Buyer or Seller employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to recover damages or enforce specific performance, as provided in this Agreement, for the breach of the terms and conditions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction shall pay to the prevailing party all reasonable costs, damages and expenses, including attorneys’ fees expended or incurred by the prevailing party.

17.9 Method of Acceptance. This offer is deemed accepted upon the receipt of notice (as defined below) of Seller’s acceptance by Buyer.

17.10 Notices. Any notice to be given by either party to this Agreement shall be in writing and shall be either sent by certified or registered U.S. Mail, electronic mail, private express courier, hand-delivered, postage or charges prepaid, addressed to the party at the address herein specified, or at such other address as such party may have substituted therefor by proper notice to the other. Unless otherwise duly changed by Buyer or Seller, the notices shall be addressed to the address of Buyer and Seller provided below and shall be deemed effective upon delivery (or when sent), if hand-delivered or sent by electronic mail, or the day after being sent by U.S. Mail or private express courier.

Buyer:

CST Land Developers, L.L.C.
Attn : Thomas Delahaye
1113 Range Avenue, Suite 110, Box 126
Denham Springs, LA 70726
E-mail: tdelahaye@cstmultifamilyrealestateservices.com

With a copy to:

Brinson Law, LLC
Attn: Brett Brinson

1700 City Farm Drive, Ste 1700
Baton Rouge, Louisiana 70806
E-mail: brett@bbrinsonlaw.com

Seller:

McCarley-Letourneau Custom Earthworks Design, Inc.

Attn: ***Michael Letourneau, Patrick McCarley***

Ph: ***239-671-8163***

E-mail: ***pmmccarley01@gmail.com, mikelets@jcloud.com***

17.11 Assignment. Buyer shall have the right to assign this Agreement to a third party (related or unrelated), in which case Buyer shall deliver to Seller an executed copy of any such assignment, Seller shall close the transaction with the assignee of Buyer, and upon such assignment Buyer shall be relieved of any and all responsibility and liability under this Agreement.

17.12 Calculation of Time. In the event the final date of any time period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday, in such event, such time period shall be extended to the next regular business day. All time periods defined in days refer to calendar days and not business days unless business day is expressly stated.

17.13 Letter of Intent. The parties hereto acknowledge that certain letter of intent dated April 23, 2024 executed by the parties hereto (the "LOI") and the parties hereto agree the LOI is hereby terminated and neither party shall have any further liability or obligation thereunder.

17.14 Interpretation. Each of Buyer and Seller and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection with this Agreement.

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

17.16 Radon. Radon is a naturally occurring radioactive gas which, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon which exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health department.

Signatures on Following Pages

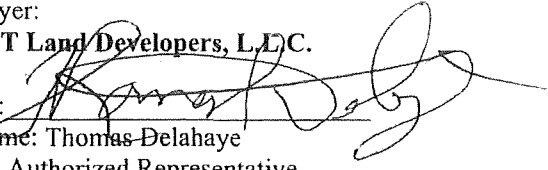
This instrument has been executed by Seller on this _____ day of May, 2024.

Seller:
**MCCARLEY-LETOURNEAU CUSTOM
EARTHWORKS DESIGN, INC.**

By: _____
Name: _____
Its: _____

This instrument has been executed by on this 22nd day of May, 2024.

Buyer:
CST Land Developers, L.L.C.

By: 
Name: Thomas Delahaye
Its: Authorized Representative

This instrument has been executed by Seller on this 22 day of May, 2024.

Seller:
**MCCARLEY-LETOURNEAU CUSTOM
EARTHWORKS DESIGN, INC.**

By: Patrick M McCarley Michael Letourneau
Name: Michael Letourneau, Patrick McCarley
Its: Authorized Representatives

This instrument has been executed by on this _____ day of May, 2024.

Buyer:
CST Land Developers, L.L.C.

By: _____
Name: Thomas Delahaye
Its: Authorized Representative

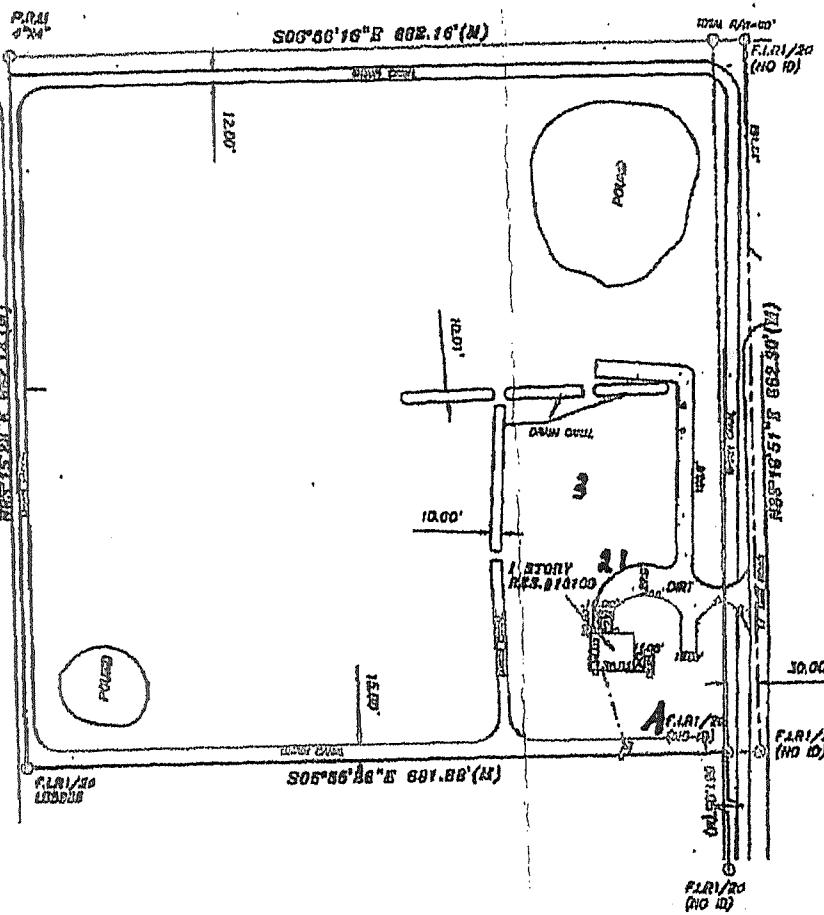
Exhibit A

Property

See Attached

BOUNDARY SURVEY
SCALE 1" = 100'

- LEGEND:**
- 1- HATCHED LINE
 - 2- METRIC RECORD DATA
 - 3- PAIR OF BARS
 - 4- BOUNDARY LINE
 - 5- PROPERTY LINE
 - 6- POINT OF COMMENCEMENT
 - 7- POINT OF BEGINNING
 - 8- POINT OF TERMINATION
 - 9- POINT OF INTERSECTION
 - 10- POINT OF ADJACENT PROPERTY
 - 11- POINT OF CONTROL POINT
 - 12- MAP BOOK
 - 13- FENCE
 - 14- CONCRETE FOUNDATION
 - 15- CONCRETE FOUNDATION
 - 16- CONCRETE FOUNDATION
 - 17- CONCRETE FOUNDATION
 - 18- CONCRETE FOUNDATION
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 - 97- CONCRETE FOUNDATION
 - 98- CONCRETE FOUNDATION
 - 99- CONCRETE FOUNDATION
 - 100- CONCRETE FOUNDATION



LEGAL DESCRIPTION:
TRACTS 19 AND 20, COLONIAL RANCHES, INC., AN UNRECORDED SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: NW 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST, CONTAINING 10 ACRES, MORE OR LESS, SUBJECT TO EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE EAST 1/2 OF THE SOUTH 1/2 OF THE WEST 20 FEET OF THE EAST 80 FEET OF THE NORTH 1/2 OF THE NW 1/4 OF THE NW 1/4 OF THE NE 1/4 THEREOF, TOGETHER WITH INGRESS AND EGRESS OVER AND ACROSS ROAD BASEMENTS AS DEPICTED IN D.R. BOOK 144, PAGE 457-460, OF LEE COUNTY RECORDS.

PROPERTY ADDRESS:
13100 PINTO LN FT. MYERS FL 33912

CERTIFIED TO:
STUART TITL
PATRICK MCCARLEY
MICHAEL LETOURNEAU

- SURVEYORS NOTES:**
- 1- DIMENSIONS IS SUBJECT TO CORRECTION OF TITLE
 - 2- EXAMINATION OF THE RECORDS OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THIS PROPERTY.
 - 3- NO UNDERGROUND IMPROVEMENTS WERE LOCATED
 - 4- ELEVATIONS ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (BANKERS ACCURACY)
 - 5- THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN IN THIS SURVEY THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS
 - 6- LEGAL DESCRIPTION PROVIDED BY CLIENT
 - 7- UNLESS OTHERWISE NOTED RECORDED AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT
 - 8- BEFORE ANY CONSTRUCTION THE SET BACKS MUST BE CHECKED
 - 9- THIS SURVEY IS FOR USE AS PER REQUEST AND NOT FOR ANY OTHER PURPOSE.
 - 10- FLOOD ZONE B BASE N/A PANEL 0850
 - 11- DATE OF FIELD WORK: 01/01/07

CARIBBEAN BUILDING INSPECTIONS & SURVEY, L.L.C.
7701 NW 72ND AVE., SUITE 105, AUBURN, FL 32836
JOB # D-13100 DRAWN BY REV. T.M.H.
MIAMI DASH/MONROE BROWARD (805) 889-1100 (884) 325-6220
PAK (806) 889-3800 PAK (864) 450-7078
PAUL BOACH BARTON/ST. LUCIE/ARMBIAN RIVER (888) 741-0260 (872) 888-0689
BOB (801) 741-4888 PAK (772) 380-6666

BESTCOAST OPERATIONS
COLLIER/LEE (889) 540-0919 FAX: (889) 540-8014
TOLL FREE STATE WIDE 1-800-884-6816
WWW.CARIBBEANBUILDINGSURVEY.COM

[Signature] 3/1/07
MATH & RECORDS
PROFESSIONAL SEAL ENTERED & EXPIRES
DATE: 10/1/07
STATE OF FLORIDA

DESIGNER'S NOTE:
BEARINGS AND/OR DISTANCES ARE BASED ON AN ASSUMED DATA
I HEREBY CERTIFY THAT THE SURVEYED PROPERTY IS THE PROPERTY OF THE CLIENT AND THAT THE SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT AND THE FLORIDA STATUTES.

NO. 7497 P. 7

DATE: 7 JAN 17 2007

EXHIBIT 'A'

Tracts 19 and 20, COLONIAL RANCHETTES, INC., an unrecorded subdivision, more particularly described as follows: Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section 21, Township 45 South, Range 25 East, containing ten (10) acres, more or less, subject to easement for roadway purposes over and across the East thirty fee of the South 330.04 feet together with the following turn-around easements: The South 100 feet of the West 20 feet of the East 50 feet of the N/2 of the NW.4 of the NW/4 of the NE/4 thereof; TOGETHER WITH ingress and egress over and across road easements as described in O.R. Book 444, pages 487 – 489, of Lee County records.

Street Address: 13100 Pinto Lane, Fort Myers, Florida 33912

STRAP No. 21-45-25-01-00000.0190

Exhibit B

Escrow Provisions

Role of Escrow Agent. Buyer and Seller agree that the Deposit and Additional Deposit (collectively, for this Exhibit B, all part of the "Deposit") has been (or will be) made to, and is held by, Escrow Agent for the accommodation of Buyer and Seller. In the event any litigation should arise between the parties to this Agreement concerning the Deposit, then Buyer and Seller hereto do solidarily and severally and jointly agree to hold Escrow Agent harmless from, and indemnify Escrow Agent for, the payment of any cost or other expenses that may be involved in said litigation, except for negligence, willful misconduct or bad faith of the Escrow Agent. In the event of a dispute, Escrow Agent's only obligation shall be to retain the Deposit until a final determination has been issued or to pay the Deposit into a court of competent jurisdiction.

Delivery Of Deposit. Escrow Agent shall deliver the Deposit in accordance with the following:

To the person responsible for closing the sale, at the Closing, in the event the Closing timely occurs under this Agreement;

To Seller upon receipt of demand therefor signed by Seller stating that Buyer has defaulted in the performance of Buyer's obligation to timely close the sale contracted for in this Agreement under this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least 5 calendar days after the date on which Escrow Agent shall have mailed a copy of such demand to Buyer; nor thereafter if Escrow Agent shall have received a written notice of objection from Buyer; or

To Buyer upon receipt of demand therefor signed by Buyer stating that either Seller has defaulted in the performance of Seller's obligations under this Agreement or that this Agreement has been terminated by Seller or Buyer and Buyer is entitled to the refund of the Deposit pursuant to the terms of this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least five (5) calendar days after the date on which Escrow Agent shall have mailed a copy of such demand to Seller, nor thereafter if Escrow Agent shall have received a written notice of objection from Seller.

Objections. If Escrow Agent shall have received a written notice of objection within the time prescribed, then and in any such event, Escrow Agent shall refuse to comply with any claims or demands on it, and shall continue to hold the Deposit until Escrow Agent receives either a written notice signed by Buyer and Seller directing the disbursement of the Deposit, or a final nonappealable order by a court of competent jurisdiction, entered in a proceeding in which Buyer, Seller and Escrow Agent are named as parties, directing the disbursement of the Deposit, in either of which events Escrow Agent shall then disburse the Deposit in accordance with such direction. Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with any such claims and demands unless it has received such direction. Upon compliance with such direction, Escrow Agent shall be released of and from all liability under this Agreement, unless caused by its gross negligence, willful misconduct or bad faith.

Interpleader or Concursus. The foregoing notwithstanding, Escrow Agent may, on notice to Buyer and Seller, take such affirmative steps as Escrow Agent may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader or concursus proceeding, the costs of which shall be borne by whichever of the parties is the losing party. Upon the taking by Escrow Agent of

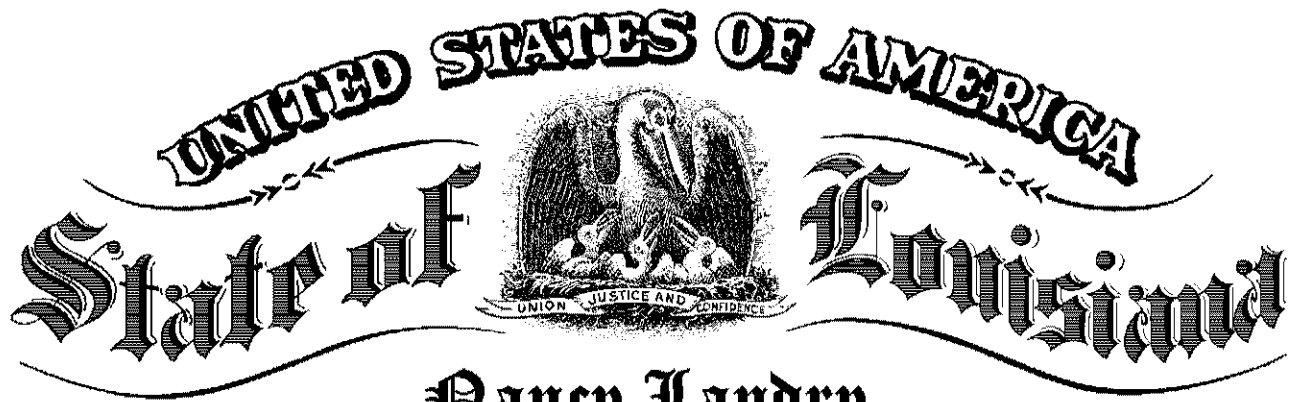
the action described above, Escrow Agent shall be released of and from all liability under this Agreement, unless caused by its gross negligence, willful misconduct or bad faith.

No Other Duties. Escrow Agent shall not have any duties or responsibilities, except those specifically set forth in this Article, and, absent gross negligence, willful misconduct or bad faith, shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt, or other writing, instrument or document reasonably believed by Escrow Agent to be genuine.

Waiver of Conflict. The parties hereby waive any conflict of interest which may arise as a result of Brinson Title, LLC, serving as Escrow Agent, the parties acknowledging that Brinson Law, LLC is counsel for Buyer.

Internal Revenue Code Section 1031. In the event either party intends that this transaction be part of an I.R.C. 1031 Exchange, the other party agrees to cooperate in this transaction so long as it does not delay closing or cost the other party additional money. The 1031 party agrees to indemnify, defend and hold harmless the other party from any loss caused by the exchange, including without limitation attorneys' fees, and to release the other party from any liability related to the qualification or non-qualification of this exchange under I.R.C. 1031.

Presumption against Draftsman. The parties acknowledge that each party and its counsel have participated in the negotiations and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.



Nancy Landry
SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
the attached document(s) of

THE RESERVE AT PINTO PLACE, LLC

are true and correct and are filed in the Louisiana Secretary of State's Office.

45951474

NMCHG

05/23/2024

1

page (s)

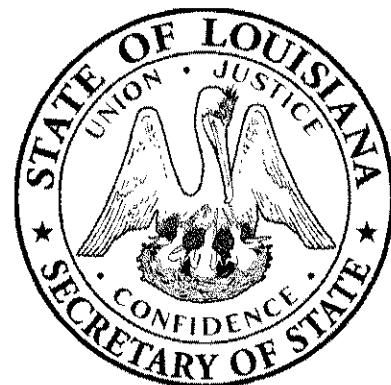
In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

May 29, 2024

Nancy Landry

Secretary of State

TD



Certificate ID: 11889125#5PK73

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.

www.sos.la.gov

STATE OF LOUISIANA
NAME CHANGE AMENDMENT

R.S. 12:1309

Old Name:

CST LAND DEVELOPERS - FLORIDA, LLC

New Name:

THE RESERVE AT PINTO PLACE, LLC

Date Amendment Adopted:

05/08/2024

Manner of Adoption:

UNANIMOUSLY APPROVED BY MEMBERS

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM A MEMBER/MANAGER.

ELECTRONIC SIGNATURE: THOMAS C. DELAHAYE (5/23/2024)

TITLE: MANAGER, MEMBER

**DISCLOSURE OF INTEREST
AFFIDAVIT**

BEFORE ME this day appeared Patrick M. McCarley, who, being first duly sworn and deposed says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 13100 Pinto Lane; Ft. Myers, FL 33918 and is the subject of an Application for zoning action (hereinafter the "Property").

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

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

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

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

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

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

Name and Address		Percentage of Ownership
<u>Michael James Letourneau</u>	<u>1350 Melaleuca Ln Fort Myers, FL 33901</u>	<u>50%</u>
<u>Patrick Michael McCarley</u>	<u>790 S. ENTRADA DR. FORT MYERS, FL 33919</u>	<u>50%</u>

AFFIDAVIT OF AUTHORIZATION

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

I, Patrick Michael McCarley (name), as owner (owner/title) of 13100 Pinto Lane, Ft. Myers FL 33917 (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

***Notes:**

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

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

Patrick McCarley
Signature

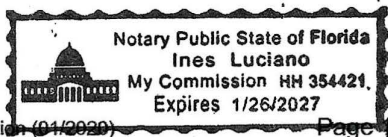
June 14, 2024
Date

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

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of June, 2024, by Patrick McCarley (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL



Ines Luciano
Signature of Notary Public

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

Patrick McCarley
Property Owner

Patrick McCarley
Print Name

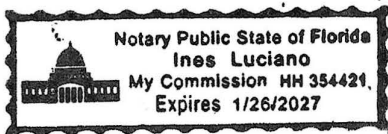
*****NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS*****
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, on June 14, 2024 (date) by Patrick McCarley (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

Ines Luciano
Signature of Notary Public



AFFIDAVIT OF AUTHORIZATION

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

I, Michael James Letourneau (name), as owner
(owner/title) of 1300 Pinto Lane, Ft. Myers FL 33917 (company/property), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

***Notes:**

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

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

[Signature]
Signature

6/14/2024
Date

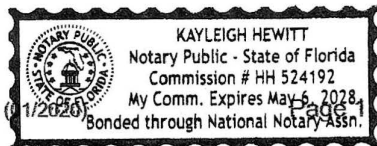
*******NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS*****
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED**

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of June, 2024, by Michael J. Letourneau (name of person providing oath or affirmation), who is personally known to me or who has produced FLDL (type of identification) as identification.

STAMP/SEAL

Web/AffidavitofAuthorization (1/2020)



[Signature]
Signature of Notary Public

**DISCLOSURE OF INTEREST
AFFIDAVIT**

BEFORE ME this day appeared Michael James Letourneau, who, being first duly sworn and deposed says:

1. That I am the record owner, or a legal representative of the record owner, of the property that is located at 13100 Pivato Lane; Ft. Myers, FL 33918 and is the subject of an Application for zoning action (hereinafter the "Property").

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

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

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

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

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

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

Name and Address		Percentage of Ownership
<u>Michael James Letourneau</u>	<u>1350 Melaleuca Ln Fort Myers, FL 33901</u>	<u>50%</u>
<u>Patrick Michael McCarty</u>	<u>790 S. Entrada Dr. Fort Myers, FL 33919</u>	<u>50%</u>

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

M. J. Letourneau

Property Owner

MICHAEL J. LETOURNEAU

Print Name

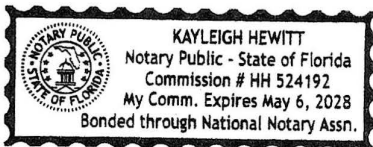
*****NOTE: NOTARY PUBLIC IS NOT REQUIRED FOR ADMINISTRATIVE APPROVALS*****
ALL OTHER APPLICATION TYPES MUST BE NOTARIZED

STATE OF FLORIDA
COUNTY OF LEE

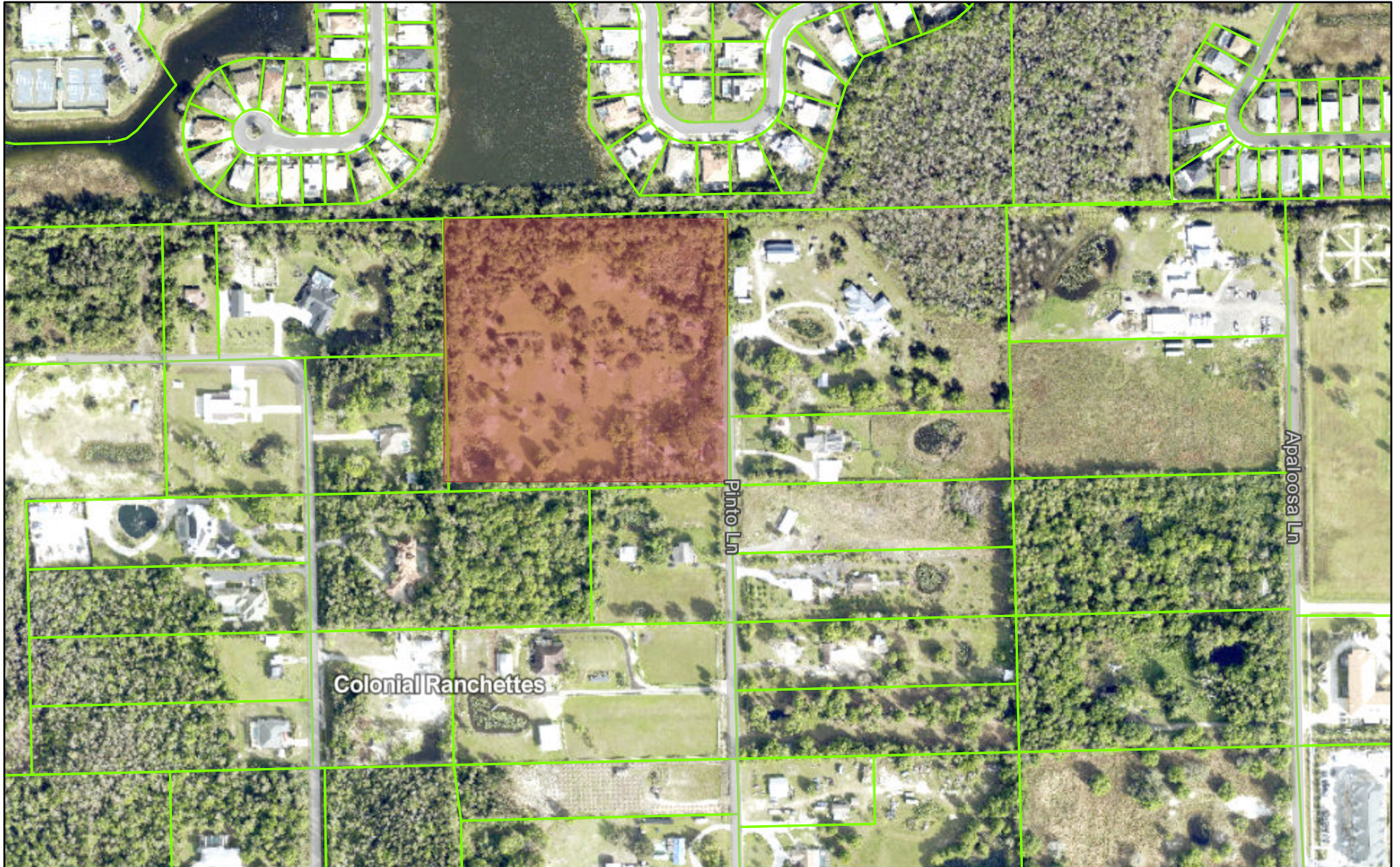
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, on June 14th 2020 (date) by Michael J. Letourneau (name of person providing oath or affirmation), who is personally known to me or who has produced FLDL (type of identification) as identification.

Kayleigh Hewitt
Signature of Notary Public

STAMP/SEAL

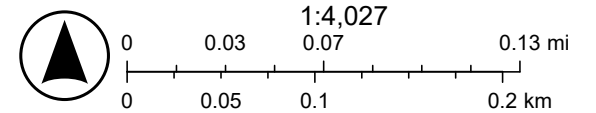


LeeGIS Data Explorer



6/24/2024, 9:48:05 AM

 Parcels



EagleView, Lee County Property Appraiser, Lee County GIS

Lee County GIS

This is not a survey. Lee County GIS Department has prepared this map for informational purposes only. Details shown may be unofficial determinations and may not be accompanied by warranty or guarantee.

**MODIFIED MEANDERING STRIP CENSUS REPORT
PINTO LANE PROPERTY
LEE COUNTY, FLORIDA**

Prepared for:

CST LAND DEVELOPERS, L.L.C.

MAY, 2024



Prepared by:

**D&S Environmental Services, Inc.
P. O. Box 510
French Settlement, Louisiana 70733-0510**

**MODIFIED MEANDERING STRIP CENSUS REPORT
PINTO LANE PROPERTY
LEE COUNTY, FLORIDA**

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ABSTRACT

This report describes the methodology and results of a “Modified Meandering Strip Census” prepared to satisfy the *Lee County Protected Species List* survey methodology, as outlined in *Chapter 10 Development Standards-Section 473(a) of the Lee County, Florida Land Development Code*. The report discusses in detail the specific steps utilized by D&S Environmental Services, Inc. (DSES) to derive an accurate description of protected flora and/or fauna species described in “Appendix H-Protected Species List” of the Lee County, Florida Land Development Code located within the subject property. DSES utilized technically experienced personnel (**Senior Professional Wetland Scientist; Certification #1755**) along with cutting edge technology to meticulously depict the correct amount and location of protected flora and fauna species within the subject property. **Based on this “Modified Meandering Strip Census” the subject property resulted negative for protected flora and/or fauna species described in “Appendix H-Protected Species List” of the Lee County, Florida Land Development Code.** Under the authority of the Lee County, Florida Government, the appropriate “regulating department” has the responsibility to make the final approval of this report respectively. This report represents the “best professional judgment” of DSES personnel and should be considered preliminary until final approval is obtained from the appropriate regulating department.

INTRODUCTION

This report describes the methodology and results of a “Modified Meandering Strip Census” regarding a 10.68-acre site located in Section 21, Township 45 South, Range 25 East, Lee County, Florida on behalf of CST Land Developers, L.L.C. The report discusses in detail the specific steps utilized by D&S Environmental Services, Inc. (DSES) to derive an accurate description of protected flora and/or fauna species described in “Appendix H-Protected Species List” (Appendix H) of the Lee County, Florida Land Development Code (LDC) located within the subject property.

Protected species described in Appendix H are broken into four categories of flora and fauna, which are 1.) Reptile, 2.) Bird, 3.) Mammal and 4.) Plant. All property is part of a statewide classification system, which dictates registers (land cover, habitat types) called “Florida Land Use, Forms and Cover Classification System” (FLUCCS). Appendix H lists potential flora and fauna species to occur in each FLUCCS register.

SITE DESCRIPTION

Specific Location

The site is located in Section 21, Township 45 South, Range 25 East, Lee County, Florida (Figure 1). More specifically, the site is located on and west of Pinto Lane at 13100 Pinto Lane, Fort Myers, Florida 33912, as depicted in Figures 1 - 5.

History & Physiography

Historically, central Lee County was formed from a sheeting hydrological effect, which resulted in “flatwoods on marine terrace” type topography. This particular region is composed of sandy and loamy marine deposits, which gives rise to level to gently sloping elevations 15 to 18 feet above sea level. This site's hydrological path entails draining into unnamed perimeter ditches that join and traverse off-site to the south along the western boundary, which enters a canal along County Road 876 (Daniels Parkway), thence traverses west and enters Six Mile Cypress Slough Preserve, thence traverses south-southwest and enters Ten Mile Canal, thence traverses south and enters Mullock Creek, which enters Estero Bay, ultimately emptying into the Gulf of Mexico through multiple passes. The site is a longstanding agricultural plant nursery with pertinent office, parking, equipment, roads, plant storage areas, plant propagation areas, ditches, etc. that has been continuously operation since 1970, possibly earlier. There are two major dominant plant communities on-site, which are groundcover (herbaceous, majority) and canopy (mixed pine-bottomland hardwood with herbaceous component). There are 6 FLUCCS registers mapped on-site, which are 118: Residential, 243: Ornamental, 310: Herbaceous (Dry Prairie), 422: Brazilian Pepper, 434: Hardwood-Conifer Mixed & 641: Freshwater Marshes / Graminoid Prairie Marsh (see Figure 1). However, according to LEE County Geographic Information System (GIS), this property is not within a panther

habitat zone, eagle nesting buffer, aquatic preserve, sea turtle lighting zone, vegetation permit zone, or indigenous preserve.

METHODOLOGY

DSES personnel were on-site on May 1 - 3, 2024. DSES utilized an aerial photograph with the six FLUCCS registers depicted therein (Figure 2). A table was created to include the six FLUCCS registers with correlating flora and fauna species to potentially occur within each register as described in Appendix H (see “Table 1, Modified Meandering Strip Census” below). The table also included other pertinent information for field work recording, such as comment sections, other state and/or federally listed wildlife observed and date, time and weather conditions during each survey event. Other equipment utilized are as follows: identification materials (individual listed species photographs, best recognizable features (BRFs) data, habitat & habits), note pad, binoculars, compass, pink vinyl flagging ribbon, digital camera and a Trimble-GEO 7x GNSS Handheld Data Collection System (mapping GPS).

Each FLUCCS register was surveyed by proceeding in a unidirectional meandering pattern (transect) throughout, which was recorded with a mapping GPS (Figures 4 & 5). In order to gain at least 80% visual coverage of the subject property, each transect was generally spaced from 30 to 150 feet depending on vegetation type and density. Observation stops were performed frequently along the transects, which included remaining at a stationary position, listening and ocularly observing for any listed species that may be present. Additionally, listed species were sought for observation throughout the entirety of all transects. Should a listed species be observed, a ribbon was placed to mark each listed species occurrence location, as well as a GPS point taken, which included nest sites, dens, burrows, feeding locations, trails, resting/perching areas and scat. Additionally, as appropriate, photographs were taken to document any listed species or worthy attribute (Appendix I).

Upon conclusion of all transects, data was compiled to include flora and fauna densities and a management plan in accordance with *Chapter 10 Development Standards-Section 474 of the Lee County, Florida Land Development Code* is developed.

RESULTS

TABLE 1, MODIFIED MEANDERING STRIP CENSUS						
Florida Land Use, Forms and Cover Classification System (FLUCCS) Registers	Flora and Fauna with potential to occur on-site in accordance with the	Flora and/or Fauna Species Presence (P) or Absent	Comments Regarding Individual Flora and/or Fauna Species	Other State and/or Federally Listed Wildlife Observed	Comments Regarding Other State and/or Federally Listed	Date, Time, Temperature and Weather Conditions During Survey

	"Lee County Protected Species List, Appendix H"	(A)			Wildlife Observed	
118: Residential	N/A*	N/A*	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 3, 2024, 9:30a.m., 79 degrees, partly cloudy-E winds @ 5 to 10 m.p.h.
243: Ornamentals	N/A*	N/A*	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 2, 2024, 6:30a.m., 68 degrees, partly cloudy-SE winds @ 5 to 10 m.p.h.
310: Herbaceous (Dry Prairie)	1.) Burrowing Owl (<i>Athene cunicularia floridana</i>) 2.) Florida Sandhill Crane (<i>Grus canadensis pratensis</i>)	1.) Burrowing Owl=A 2.) Fl. Sandhill Crane=A	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance	May 2, 2024, 9:00a.m., 77 degrees, partly cloudy-SE winds @ 5 to 10 m.p.h.

			to support protected flora or fauna.		to support protected flora or fauna.	
422: Brazilian Pepper	N/A*	N/A*	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 1, 2024, 2:00p.m., 86 degrees, partly cloudy-WSW winds @ 10 to 15 m.p.h.
434: Hardwood – Conifer Mixed	1.) Florida Panther (<i>Felis concolor coryi</i>)	1.) Florida Panther=A	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 1, 2024, 5:00p.m., 88 degrees, partly cloudy-WSW winds @ 10 to 15 m.p.h.
621: Cypress	1.) American Alligator (<i>Alligator mississippiensis</i>) 2.) Little Blue Heron (<i>Egretta caerulea</i>) 3.) Snowy Egret (<i>Egretta thula</i>) 4.) Tricolor Heron (<i>Egretta tricolor</i>) 5.) Wood Stork (<i>Mycteria americana</i>) 6.) Florida	1.) Am. Alligator=A 2.) Little Blue Heron=A 3.) Snowy Egret=A 4.) Tricolor Heron=A 5.) Wood Stork=A 6.) Florida Panther=A 7.) Florida Black Bear=A	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 2, 2024, 1:00p.m., 82 degrees, partly cloudy-SE winds @ 5 to 10 m.p.h.

	Panther (<i>Felis concolor coryi</i>) 7.) Florida Black Bear (<i>Ursus americanus floridanus</i>)					
641: Freshwater Marshes / Graminoid Prairie Marsh	1.) American Alligator (<i>Alligator mississippiensis</i>) 2.) Limpkin (<i>Aramus guarauna</i>) 3.) Little Blue Heron (<i>Egretta caerulea</i>) 4.) Snowy Egret (<i>Egretta thula</i>) 5.) Tricolor Heron (<i>Egretta tricolor</i>) 6.) Florida Sandhill Crane (<i>Grus canadensis pratensis</i>) 7.) Snail Kite (<i>Rostrhamus sociabilis</i>) 8.) Everglades Mink (<i>Mustela vison evergladensis</i>)	1.) Am. Alligator=A 2.) Limpkin=A 3.) Little Blue Heron=A 4.) Snowy Egret=A 5.) Tricolor Heron=A 6.) Fl. Sandhill Crane=A 7.) Snail Kite=A 8.) Everglades Mink=A	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 3, 2024, 6:30a.m., 69 degrees, partly cloudy-E winds @ 5 to 10 m.p.h.

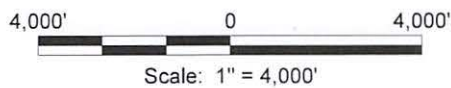
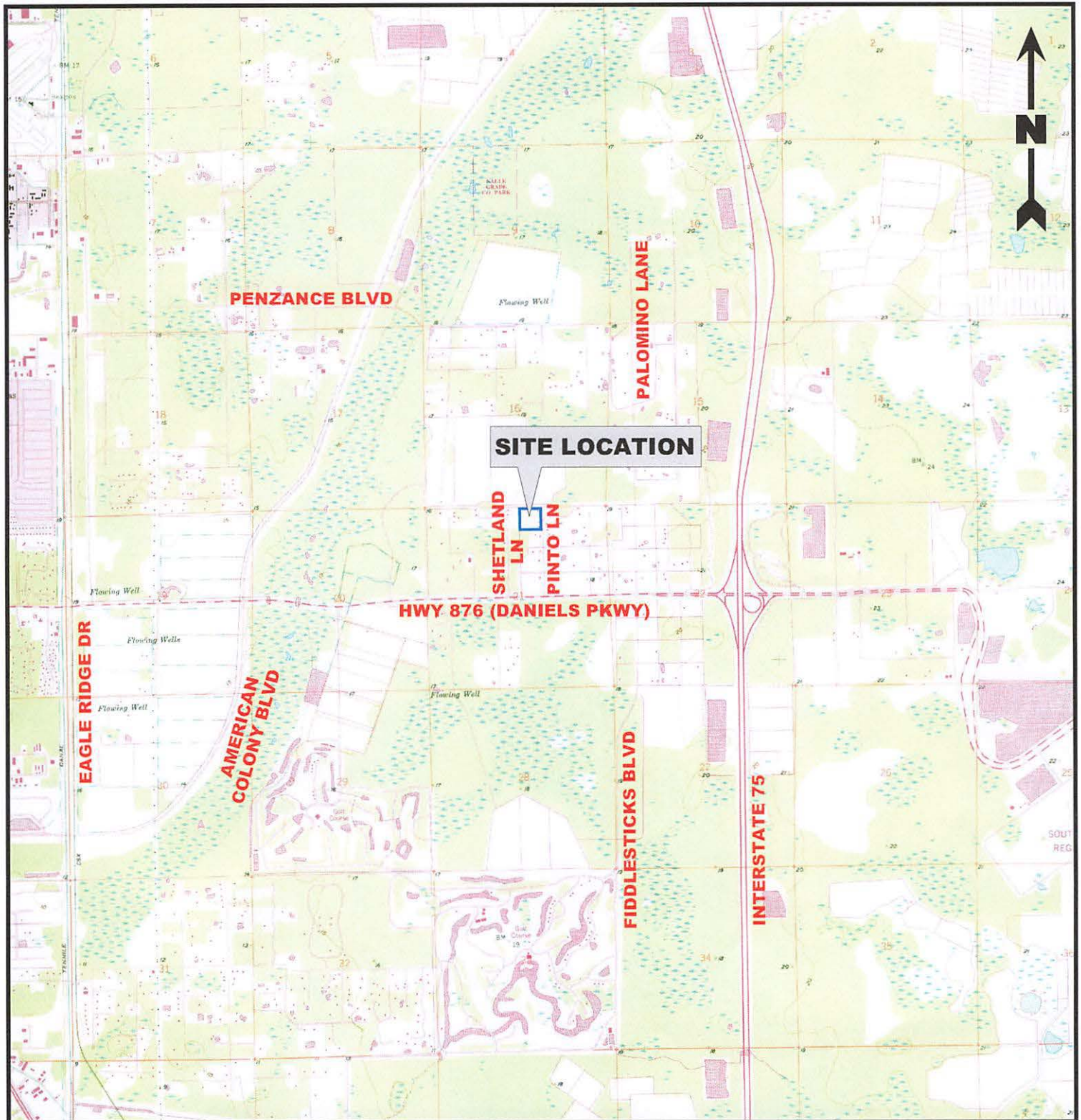
CONCLUSION

Worthy of mention, and as previously mentioned, this site is a longstanding agricultural plant nursery with pertinent office, parking, equipment, roads, plant storage areas, plant propagation areas, ditches, etc. that has been continuously operation since 1970, possibly earlier and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna. Based on this “Modified Meandering Strip Census” the subject property resulted negative for protected flora and/or fauna species described in “Appendix H-Protected Species List” of the Lee County, Florida Land Development Code. No management plan was created as a result of the negative findings.

Under the authority of the Lee County, Florida Government, the appropriate “regulating department” has the responsibility to make the final approval of this report respectively. This report represents the “best professional judgment” of DSES personnel and should be

considered preliminary until final approval is obtained from the appropriate regulating department.

FIGURES



Notes

Property is located in Section 21 T45S-R25E

Latitude: 26.5535305556 Longitude: -81.8138166667

Reference

Base map comprised of U.S.G.S. 7.5 minute topographic map "Fort Myers SE, FLA" updated September 27, 1988.

CST Land Developers, L.L.C.

Pinto Lane Property

VICINITY MAP

Lee County, Florida



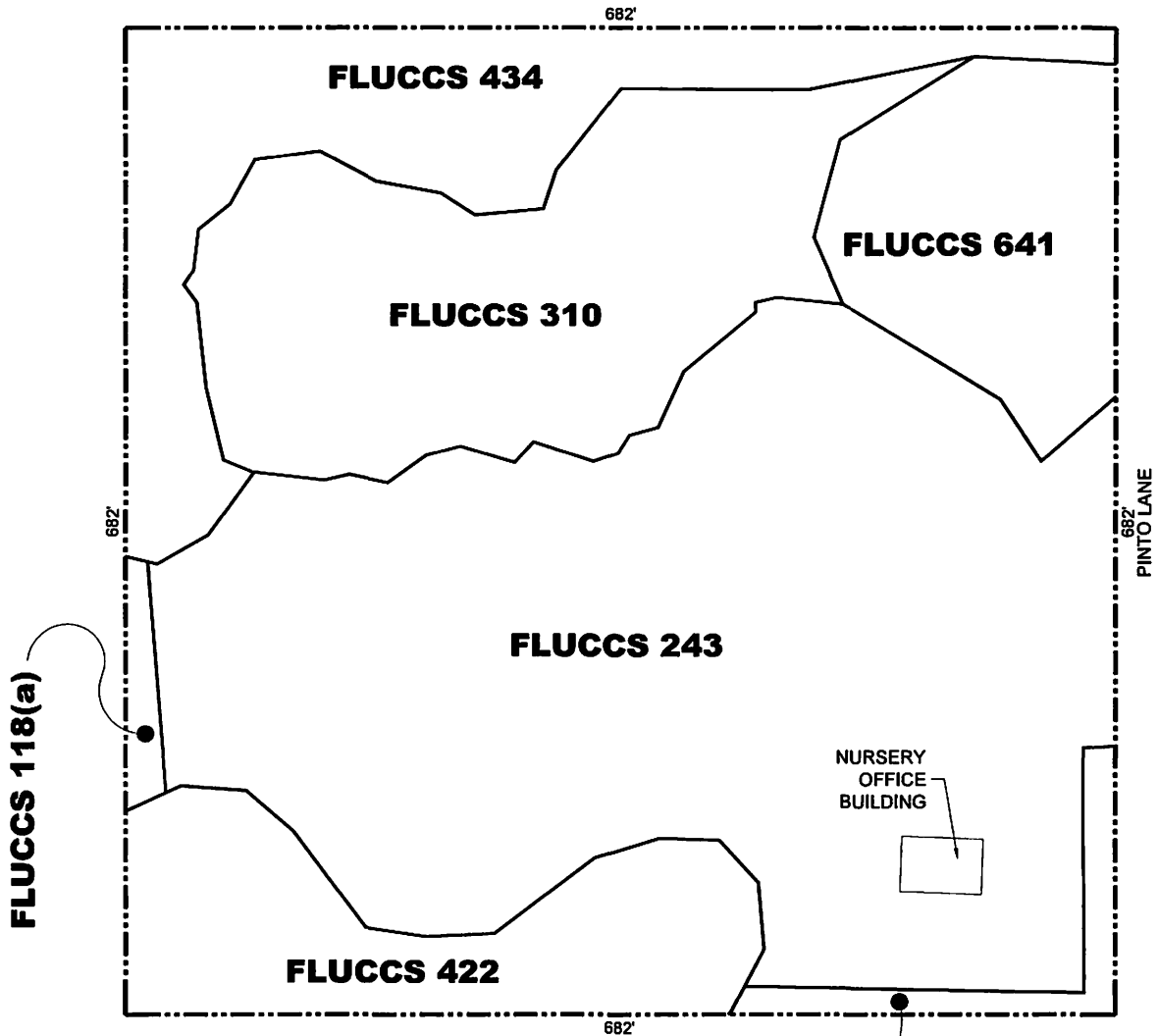
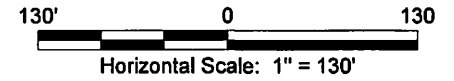
**D & S
ENVIRONMENTAL SERVICES, INC.**



Project No.: 01-2024-FLUCCS

Date: 2024.05.14

Figure No.: 1



Legend

- Property Boundary (10.68 Acres)
- FLUCCS Boundary

MAP APPROVED BY:
 David C. Templet, Jr., SPWS, RF
 President/Senior Professional Wetland
 Scientist/Registered Forester

D&S Environmental Services, Inc.
 P.O. Box 510
 French Settlement, Louisiana 70733-0510
 Business: 225-698-3552
 Mobile: 225-413-4317

FLORIDA LAND USE, FORMS AND COVER CLASSIFICATION SYSTEM (FLUCCS)	
REGISTER CODE	ACREAGE
FLUCCS 118(a) (RESIDENTIAL)	0.08
FLUCCS 118(b) (RESIDENTIAL)	0.19
FLUCCS 243 (ORNAMENTALS)	5.08
FLUCCS 310 (HERBACEOUS-DRY PRAIRIE)	1.94
FLUCCS 422 (BRAZILIAN PEPPER)	1.04
FLUCCS 434 (HARDWOOD-CONFIER MIXED)	1.41
FLUCCS 641 (FRESHWATER MARSHES/GRAMINOID PRAIRIE MARSH)	0.94

CST Land Developers, L.L.C.

Pinto Lane Property

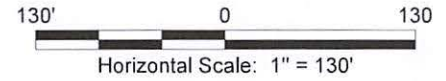
**FLUCCS REGISTER
 CODE & AREA MAP**

Lee County, Florida



**D & S
 ENVIRONMENTAL SERVICES, INC.**





Reference

1. Color Infrared Image dated February 2023 obtained from Lee County (Leegov.com) Geographic Information System.

Legend

- Property Boundary (10.68 Acres)
- FLUCCS Boundary

MAP APPROVED BY:
David C. Templet, Jr., SPWS, RF
President/Senior Professional Wetland
Scientist/Registered Forester

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Mobile: 225-413-4317

CST Land Developers, L.L.C.

Pinto Lane Property

**FLUCCS REGISTER
CODE & AREA MAP WITH
COLOR INFRARED OVERLAY**

Lee County, Florida



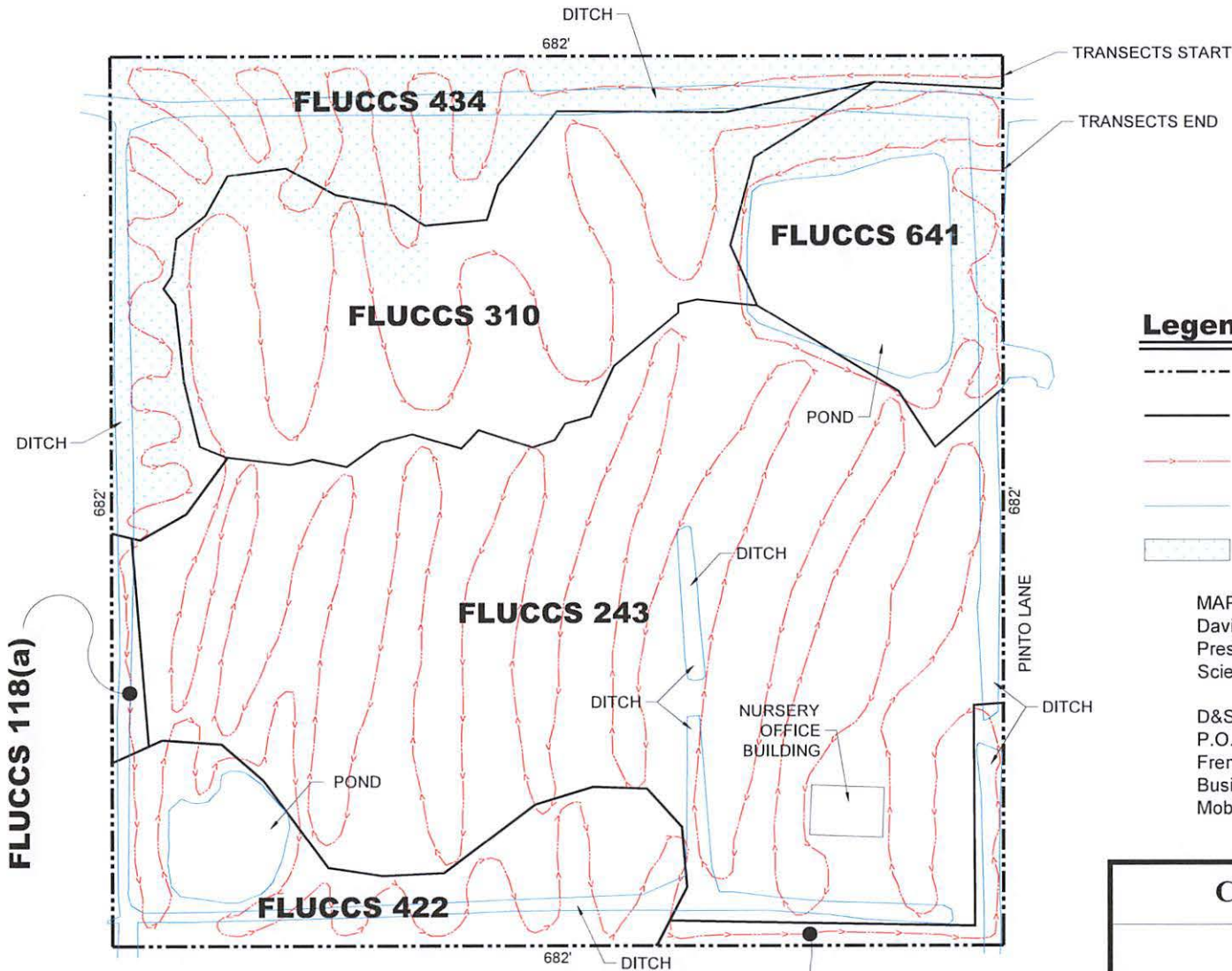
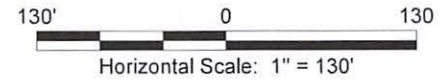
**D & S
ENVIRONMENTAL SERVICES, INC.**



FLORIDA LAND USE, FORMS AND COVER CLASSIFICATION SYSTEM (FLUCCS)	
REGISTER CODE	ACREAGE
FLUCCS 118(a) (RESIDENTIAL)	0.08
FLUCCS 118(b) (RESIDENTIAL)	0.19
FLUCCS 243 (ORNAMENTALS)	5.08
FLUCCS 310 (HERBACEOUS-DRY PRAIRIE)	1.94
FLUCCS 422 (BRAZILIAN PEPPER)	1.04
FLUCCS 434 (HARDWOOD-CONIFER MIXED)	1.41
FLUCCS 641 (FRESHWATER MARSHES/GRAMINOID PRAIRIE MARSH)	0.94

Notes:

1. The subject property resulted negative for protected flora & fauna species described in "Appendix H-Protected Species List", as well as other state and federal listed species



Legend

- Property Boundary (10.68 Acres)
- FLUCCS Boundary
- >——>——> Transects
- Ditch/Pond
- Area Of Dense Vegetation

MAP APPROVED BY:
 David C. Templet, Jr., SPWS, RF
 President/Senior Professional Wetland
 Scientist/Registered Forester

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 P.O. Box 510
 French Settlement, Louisiana 70733-0510
 Business: 225-698-3552
 Mobile: 225-413-4317

FLUCCS 118(a)

FLUCCS 118(b)

FLORIDA LAND USE, FORMS AND COVER CLASSIFICATION SYSTEM
 (FLUCCS)

REGISTER CODE	ACREAGE
FLUCCS 118(a) (RESIDENTIAL)	0.08
FLUCCS 118(b) (RESIDENTIAL)	0.19
FLUCCS 243 (ORNAMENTALS)	5.08
FLUCCS 310 (HERBACEOUS-DRY PRAIRIE)	1.94
FLUCCS 422 (BRAZILIAN PEPPER)	1.04
FLUCCS 434 (HARDWOOD-CONIFER MIXED)	1.41
FLUCCS 641 (FRESHWATER MARSHES/GRAMINOID PRAIRIE MARSH)	0.94

Notes:

1. The subject property resulted negative for protected flora & fauna species described in "Appendix H-Protected Species List", as well as other state and federal listed species

CST Land Developers, L.L.C.

Pinto Lane Property

**FLUCCS REGISTER
 CODE, AREA, TRANSECTS
 & LISTED SPECIES MAP**

Lee County, Florida



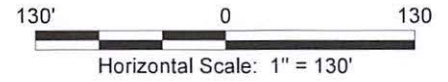
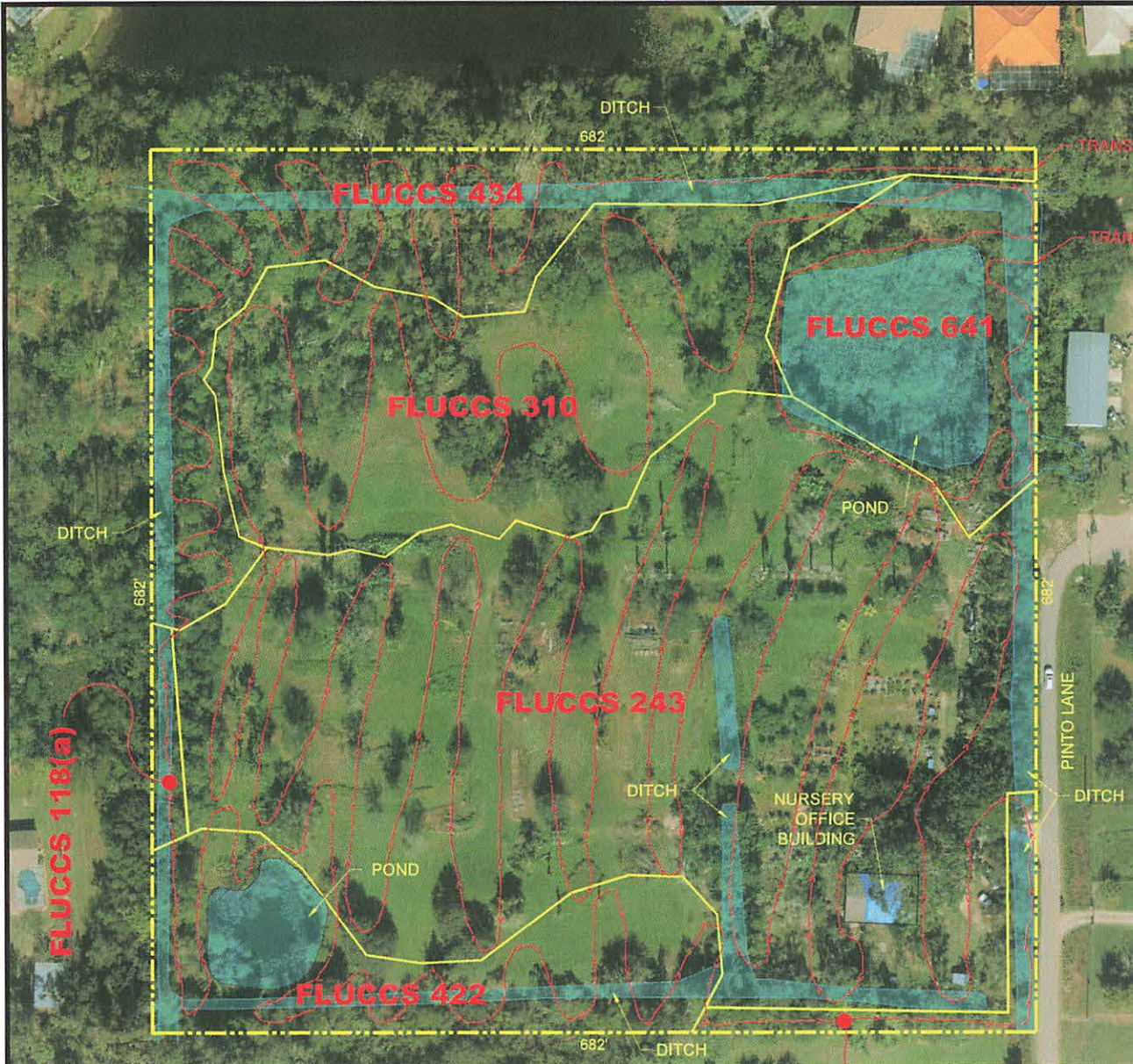
**D & S
 ENVIRONMENTAL SERVICES, INC.**



Project. No.: 01-2024-FLUCCS

Date: 2024.05.14

Figure No.: 4



Reference

1. Color Infrared Image dated February 2023 obtained from Lee County (Leegov.com) Geographic Information System.

Legend

- Property Boundary (10.68 Acres)
- FLUCCS Boundary
- Transects
- Ditch/Pond

MAP APPROVED BY:
David C. Templet, Jr., SPWS, RF
President/Senior Professional Wetland Scientist/Registered Forester

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P.O. Box 510
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Business: 225-698-3552
Mobile: 225-413-4317

CST Land Developers, L.L.C.

Pinto Lane Property
FLUCCS REGISTER CODE, AREA, TRANSECTS & LISTED SPECIES MAP WITH COLOR INFRARED OVERLAY
Lee County, Florida



D & S
ENVIRONMENTAL SERVICES, INC.



Project No.: 01-2024-FLUCCS Date: 2024.05.14 Figure No.: 5

FLORIDA LAND USE, FORMS AND COVER CLASSIFICATION SYSTEM (FLUCCS)

REGISTER CODE	ACREAGE
FLUCCS 118(a) (RESIDENTIAL)	0.08
FLUCCS 118(b) (RESIDENTIAL)	0.19
FLUCCS 243 (ORNAMENTALS)	5.08
FLUCCS 310 (HERBACEOUS-DRY PRAIRIE)	1.94
FLUCCS 422 (BRAZILIAN PEPPER)	1.04
FLUCCS 434 (HARDWOOD-CONIFER MIXED)	1.41
FLUCCS 641 (FRESHWATER MARSHES/GRAMINOID PRAIRIE MARSH)	0.94

Notes:

1. The subject property resulted negative for protected flora & fauna species described in "Appendix H-Protected Species List", as well as other state and federal listed species

FLUCCS 118(b)

APPENDIX I
SITE PHOTOGRAPHS



Dominant groundcover (herbaceous majority) plant community found within FLUCCS 641.



Dominant canopy (mixed pine-bottomland hardwood with herbaceous component) plant community found within FLUCCS 434.



Dominant groundcover (herbaceous majority) plant community found within FLUCCS 641.



Ditch found along eastern boundary.



Ditch found along northern boundary.



Ditch found along western boundary.



Ditch found along southern boundary.



Ditch found internally.



Pond found on-site in northeast.



Pond found on-site in southwest.



Typical plant propagation area found on-site.



Typical plant propagation area found on-site.



Typical plant storage area found on-site.



Typical plant storage area found on-site.



View looking east of plant nursery.



Plant nursery office found on-site.



Plant nursery truck found on-site.



Avian (chicken) enclosure found on-site.

**WETLAND ANALYSIS REPORT
PINTO LANE PROPERTY
LEE COUNTY, FLORIDA**

Prepared for:

CST LAND DEVELOPERS, L.L.C.

MAY, 2024



Prepared by:

**D&S Environmental Services, Inc.
P. O. Box 510
French Settlement, Louisiana 70733-0510**

**WETLAND ANALYSIS REPORT
PINTO LANE PROPERTY
LEE COUNTY, FLORIDA**

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FIGURES

FIGURES

- 1 Vicinity Map**
- 2 Jurisdictional Wetlands, Traditional Navigable Waters & Other Waters of the U.S. Map**
- 3-4 Jurisdictional Wetlands, Traditional Navigable Waters & Other Waters of the U.S. Maps with True Color & Colored Infrared Overlays**
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APPENDICES

APPENDIX

- I Final Wetland Determination Data Form-Atlantic and Gulf Coastal Plain Region-Version 2**

APPENDIX

- II Site Photographs**

APPENDIX

- III Certificate Of Nursery Registration**

ABSTRACT

This report describes the methodology and results of a "Routine Wetland Determination" as outlined in the *1987 Corps of Engineers Wetlands Delineation Manual* (COE Technical Report Y-87-1) and subsequent *Regulatory Guidance Letters* (RGL), as well as pertinent regional supplement. The report discusses in detail the specific steps utilized by D&S Environmental Services, Inc. (DSES) to derive an accurate description of jurisdictional wetlands, areas subject to regulation as traditional navigable waters (Section 10) and "Other Waters of the United States" (Section 404 / Non-Wetland Waters) located within the subject property. DSES utilized technically experienced personnel (**Senior Professional Wetland Scientist; Certification #1755**) along with cutting edge technology to meticulously depict the correct amount and location of jurisdictional wetlands, areas subject to regulation as traditional navigable waters (Section 10) and "Other Waters of the United States" (Section 404 / Non-Wetland Waters) within the subject property. **Based on this "Routine Wetland Determination", the site does not contain jurisdictional wetlands, however, does contain 0.84 acres of "Other Waters of the United States" (Section 404 / Non-Wetland Waters), which will require a DOA permit prior to any dredge/fill activity within these areas.** Under the authority of the Clean Water Act (Section 404) and the Rivers and Harbor Act (Section 10) the United States Army Corps of Engineers has the responsibility to make the final determination of the location and extent of jurisdictional wetlands, traditional navigable waters (Section 10) and "Other Waters of the United States" (Section 404 / Non-Wetland Waters) within this property, respectively. This report represents the "best professional judgment" of DSES personnel and should be considered preliminary until final approval is obtained from the Jacksonville District Army Corps of Engineers office.

INTRODUCTION

This report describes the methodology and results of a "Routine Wetland Determination" regarding a 10.68-acre site located in Section 21, Township 45 South, Range 25 East, Lee County, Florida on behalf of CST Land Developers, L.L.C. The report discusses in detail the specific steps utilized by D&S Environmental Services, Inc. (DSES) to derive an accurate description of jurisdictional wetlands, areas subject to regulation as traditional navigable waters (Section 10) and "Other Waters of the United States" (Section 404 / Non-Wetland waters) located within the subject property.

Jurisdictional wetlands are defined as "areas that are inundated or saturated at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (40 CFR 230.3). The *1987 Corps of Engineers Wetlands Delineation Manual (COE Technical Report Y-87-1)* outlines the mandatory three-parameter/criteria for determining the presence of a jurisdictional wetland, which are: (1) hydrophytic vegetation, (2) wetland hydrology and (3) hydric soils. Due to obvious problem areas (prairie potholes, beaver dams, etc.), the aforementioned criteria are subject to some subjectivity.

Definitions

A hydric soil is defined as a soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (*US Department of Agriculture [USDA] Soil Conservation Service [SCS] 1994*).

Hydrophytic vegetation is defined herein as the sum total of macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content. When hydrophytic vegetation comprises a community where indicators of hydric soils and wetland hydrology also occur, the area has wetland vegetation (*COE Technical Report Y-87-1*).

The term "wetland hydrology" encompasses the sum total of wetness characteristics in areas that are inundated or have saturated soils for a sufficient duration to support hydrophytic vegetation (*COE Technical Report Y-87-1*).

Waters of the United States: The term waters of the United States means: 1. All waters which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; 2. All interstate waters including interstate wetlands; 3. All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate or foreign commerce including any such waters: (i) Which are or could be used by interstate or foreign travelers for recreational or other purposes; or (ii) From which fish or shellfish are or could be taken and sold in interstate or

foreign commerce; or (iii) Which are used or could be used for industrial purposes by industries in interstate commerce; 4. All impoundments of waters otherwise defined as waters of the United States under this definition; 5. Tributaries of waters identified in paragraphs (s)(1) through (4) of this section; 6. The territorial sea; 7. Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (s)(1) through (6) of this section; waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA (other than cooling ponds as defined in 40 CFR 423.11(m) which also meet the criteria of this definition) are not waters of the United States. Waters of the United States do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act, the final authority regarding Clean Water Act jurisdiction remains with EPA (*40 CFR 230.3(s)*).

“Navigable Waters of the United States: This term includes the oceans and navigable coastal and inland waters, lakes, rivers, and streams. Corps jurisdiction extends shoreward to the mean high water line. The Corps general definition of navigable waters of the United States is “those waters subject to the ebb and flow of the tide shoreward to the mean high water mark and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce. A determination of navigability, once made, applies laterally over the entire surface of the waterbody, and is not extinguished by later actions or events which impede or destroy navigable capacity” (*40 CFR 230.3(s)*).

SITE DESCRIPTION

Specific Location

The site is located in Section 21, Township 45 South, Range 25 East, Lee County, Florida (Figure 1). More specifically, the site is located on and west of Pinto Lane at 13100 Pinto Lane, Fort Myers, Florida 33912, as depicted in Figures 1 - 7.

History & Physiography

Historically, central Lee County was formed from a sheeting hydrological effect, which resulted in “flatwoods on marine terrace” type topography. This particular region is composed of sandy and loamy marine deposits, which gives rise to level to gently sloping elevations 15 to 18 feet above sea level. This site's hydrological path entails draining into unnamed perimeter ditches that join and traverse off-site to the south along the western boundary, which enters a canal along County Road 876 (Daniels Parkway), thence traverses west and enters Six Mile Cypress Slough Preserve, thence traverses south-southwest and enters Ten Mile Canal, thence traverses south and enters Mullock Creek, which enters Estero Bay, ultimately emptying into the Gulf of Mexico through multiple passes. With exception to north, east & western perimeter ditches, the site is a

agricultural plant nursery with pertinent office, parking, equipment, roads, plant storage areas, plant propagation areas, ditches, etc. that has been continuously operation since 1970, possibly earlier, which pre-dates the 1972 Clean Water Act and lacks wetland hydrology and hydric soil indicators, as well as hydrophytic vegetation in most cases on-site (see Figure 2; Appendix III).

METHODOLOGY

DSES utilized wetland delineation methods that are consistent with the *1987 Corps of Engineers Wetlands Delineation Manual* (COE Technical Report Y-87-1) and subsequent *Regulatory Guidance Letters* (RGL), as well as pertinent regional supplement, (see below for reference material).

Reference Material

- USDA NRCS Web Soil Survey/Lee County, Florida USDA Soil Survey (December, 1984)
- USDA, NRCS, Soil Survey Area - Soil Data Access (SDA) - Hydric Soils Rating by Map Unit, Lee County, Florida

References

- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
 - Federal Register. February, 28, 2012. Hydric soils of the United States.
 - Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.
 - Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.
 - Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.
 - Vasilas, L.M., G.W. Hurt, and C.V. Noble, editors. Version 7.0, 2010.
-
- Field Indicators of Hydric Soils in the United States, A Guide for Identifying and Delineating Hydric Soils, Version 7.0, 2010
 - U.S. Army Corps of Engineers, National Wetland Plant List-2020/NWPL v3.5 Cold Regions Research and Engineering Laboratory (CRREL) (2020).

DSES personnel were on-site on May 1 & 2, 2024, to determine the extent and location of jurisdictional wetlands, areas subject to regulation as traditional navigable waters (Section 10) and “Other Waters of the United States” (Section 404 / Non-Wetland Waters). Data plots were established at vegetation community changes throughout the site and recorded on a COE approved “Final Wetland Determination Data Form-Atlantic

and Gulf Coastal Plain Region-Version 2” (Appendix I). Plot sizes were sampled within areas either containing a 30-foot radius or equivalent area for each vegetative community of interest.

Dominant vegetation is based on the species that are most abundant within a plot and have a threshold value that is $\geq 20\%$. These vegetative species are used in the three-parameter/criteria to determine site wetness and are recorded based on ocular estimation or percent cover. Dominant plant species were recorded in the following strata: Tree, Sapling, Shrub, Herbaceous and/or Woody Vine. Additionally, each species is represented by a wetland indicator value, which corresponds with its “wetland status”.

Soil observations were made by using a sharpshooter to dig a hole to extract an approximate 20” vertical section of the soil profile. Each soil variant section was horizontally sliced as appropriate to represent that section and compared to a Munsell Soil Color Chart to specify which “Hydric Soil Indicators” correlate to the horizon slice. “Hydric Soil Indicators” are vital in proving/disproving anaerobic conditions.

Hydrology was assessed from various observations, which include, but are not limited to soil characteristics, dominant vegetative communities, physiographic properties, and other tangible observations, such as primary and secondary indicators (Final Wetland Determination Data Form-Atlantic and Gulf Coastal Plain Region-Version 2).

Data plots, natural resources (jurisdictional wetlands and/or Traditional Navigable Waters / Other Waters of the U.S. (Section 404 / Non-Wetland Waters)), as appropriate and other diagnostic land features were mapped utilizing a Trimble-GEO 7x GNSS Handheld Data Collection System. Real time corrections were made utilizing the radio signal based on the Radio Technical Commission for Maritime Services Special Committee Paper No. 104 (RTCM SC- 104) format.

RESULTS

Vegetation

As previously mentioned, with exception to north, east & western perimeter ditches, the site is a longstanding agricultural plant nursery with pertinent office, parking, equipment, roads, plant storage areas, plant propagation areas, ditches, etc. that has been continuously operation since 1970, possibly earlier. These areas are primarily stocked with ornamental and native propagated species. However, there are sporadic fallow rotational areas that contain a mixture of natural/unnatural volunteered and planted species, such as slash pine (*Pinus elliottii*), laurel oak (*Quercus laurifolia*), cabbage palmetto (*Sabal palmetto*), punktree (*Melaleuca quinquenervia*), wild date palm (*Phoenix reclinata*), Brazilian peppertree (*Schinus terebinthifolia*), St. Augustine grass (*Stenotaphrum secundatum*), Bermuda grass (*Cynodon dactylon*), three-flower tick-trefoil (*Desmodium triflorum*), marsh-parsley (*Cyclospermum leptophyllum*), narrow sword fern (*Nephrolepis cordifolia*), bay biscayne creeping-oxeye (*Sphagneticola trilobata*), oak-

leaf fleabane (*Erigeron quercifolius*), lawn marsh-pennywort (*Hydrocotyle sibthorpioides*), etc.

Hydrology

No positive primary wetland hydrology indicators such as surface water, high water table, saturation, oxidized rhizospheres along living roots, etc. were observed on-site. However, one secondary wetland hydrology indicator was observed within the aforementioned sporadic fallow rotational areas, which was positive FAC-Neutral test, however, this criterion is not sufficient to prove wetland hydrology.

Soils

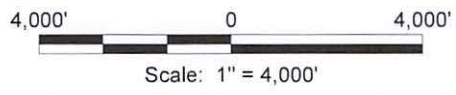
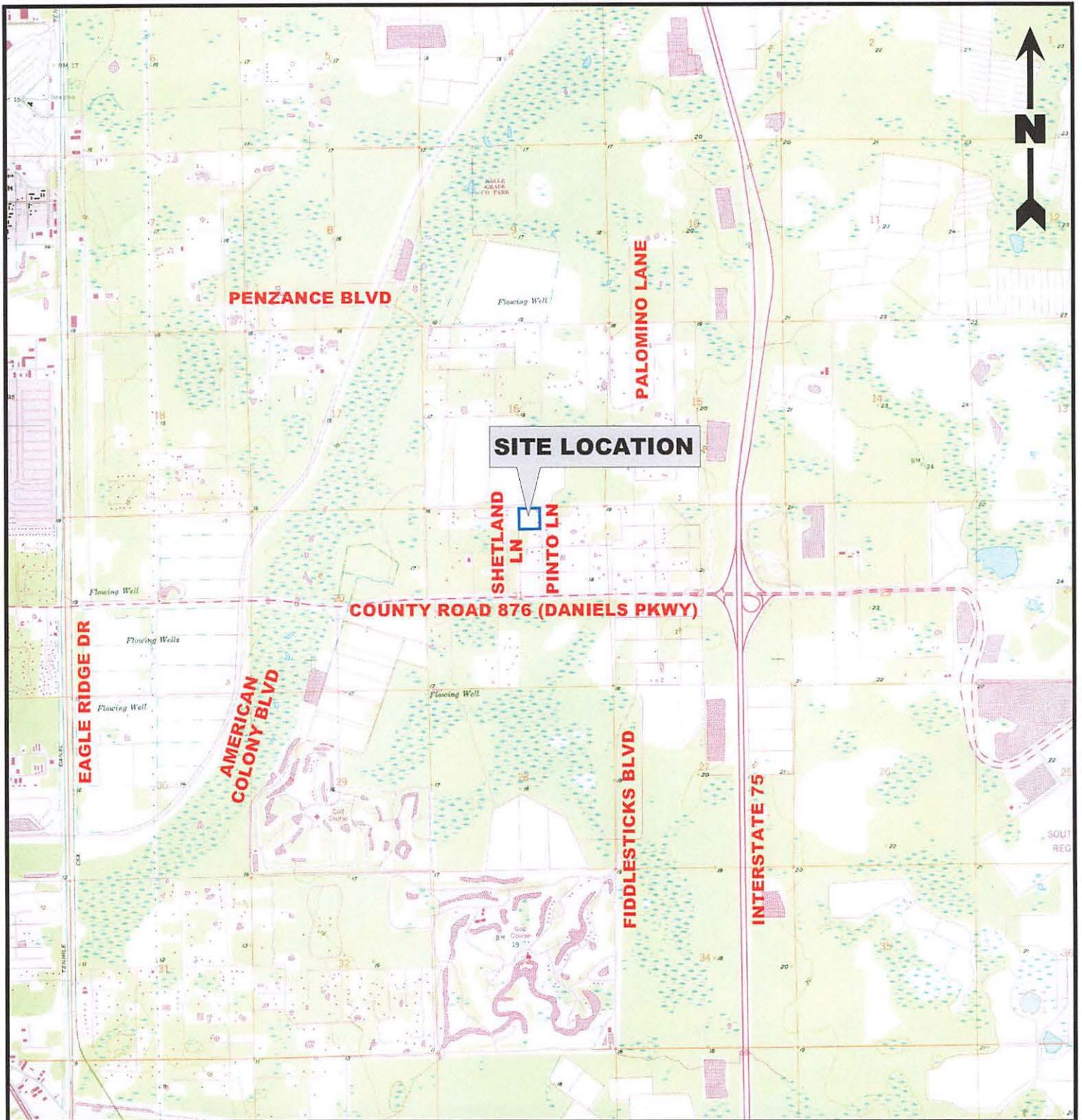
The USDA NRCS Web Soil Survey for Lee County/Lee County, Florida USDA Soil Survey indicate the site is underlain by 119: Malabar fine sand-Urban land complex, 0 to 2 percent slopes, which are located in nearly level to gently sloping areas and classified poorly drained. Additionally, the Soil Surveys indicate the site is underlain by 120: Malabar fine sand, ponded-Urban land complex, 0 to 1 percent slopes, which are located in level to depressed areas and classified poorly drained. According to the USDA NRCS Web Soil Survey, 119 soils are classified predominately hydric, whereas 120 soils are classified hydric. Observations by DSES personnel during site visits agree with the descriptions for the soil series described in the Soil Surveys, but disagree with the majority of the mapping locations.

CONCLUSION

In accordance with the *1987 Corps of Engineers Wetlands Delineation Manual* (COE Technical Report Y-87-1) and subsequent *Regulatory Guidance Letters* (RGL), as well as pertinent regional supplement, DSES utilized technically experienced personnel (**Senior Professional Wetland Scientist; Certification #1755**) along with cutting edge technology to meticulously depict the correct amount and location of jurisdictional wetlands, areas subject to regulation as traditional navigable waters (Section 10) and "Other Waters of the United States" (Section 404 / Non-Wetland waters) within the subject property. **Based on this "Routine Wetland Determination", the site does not contain jurisdictional wetlands, however, does contain 0.84 acres of "Other Waters of the United States" (Section 404 / Non-Wetland Waters), which will require a DOA permit prior to any dredge/fill activity within these areas.**

Under the authority of the Clean Water Act (Section 404) and the Rivers and Harbor Act (Section 10) the United States Army Corps of Engineers has the responsibility to make the final determination of the location and extent of jurisdictional wetlands, traditional navigable waters (Section 10) and "Other Waters of the United States" (Section 404 / Non-Wetland Waters) within this property, respectively. This report represents the "best professional judgment" of DSES personnel and should be considered preliminary until final approval is obtained from the Jacksonville District Army Corps of Engineers office.

FIGURES



Notes

Property is located in Section 21 T45S-R25E

Latitude: 26.5535305556 Longitude: -81.8138166667

Reference

Base map comprised of U.S.G.S. 7.5 minute topographic map "Fort Myers SE, FLA" updated September 27, 1988.

CST Land Developers, L.L.C.

Pinto Lane Property

VICINITY MAP

Lee County, Florida



**D & S
ENVIRONMENTAL SERVICES, INC.**



Project No.: 01-2024-JDM

Date: 2024.05.18

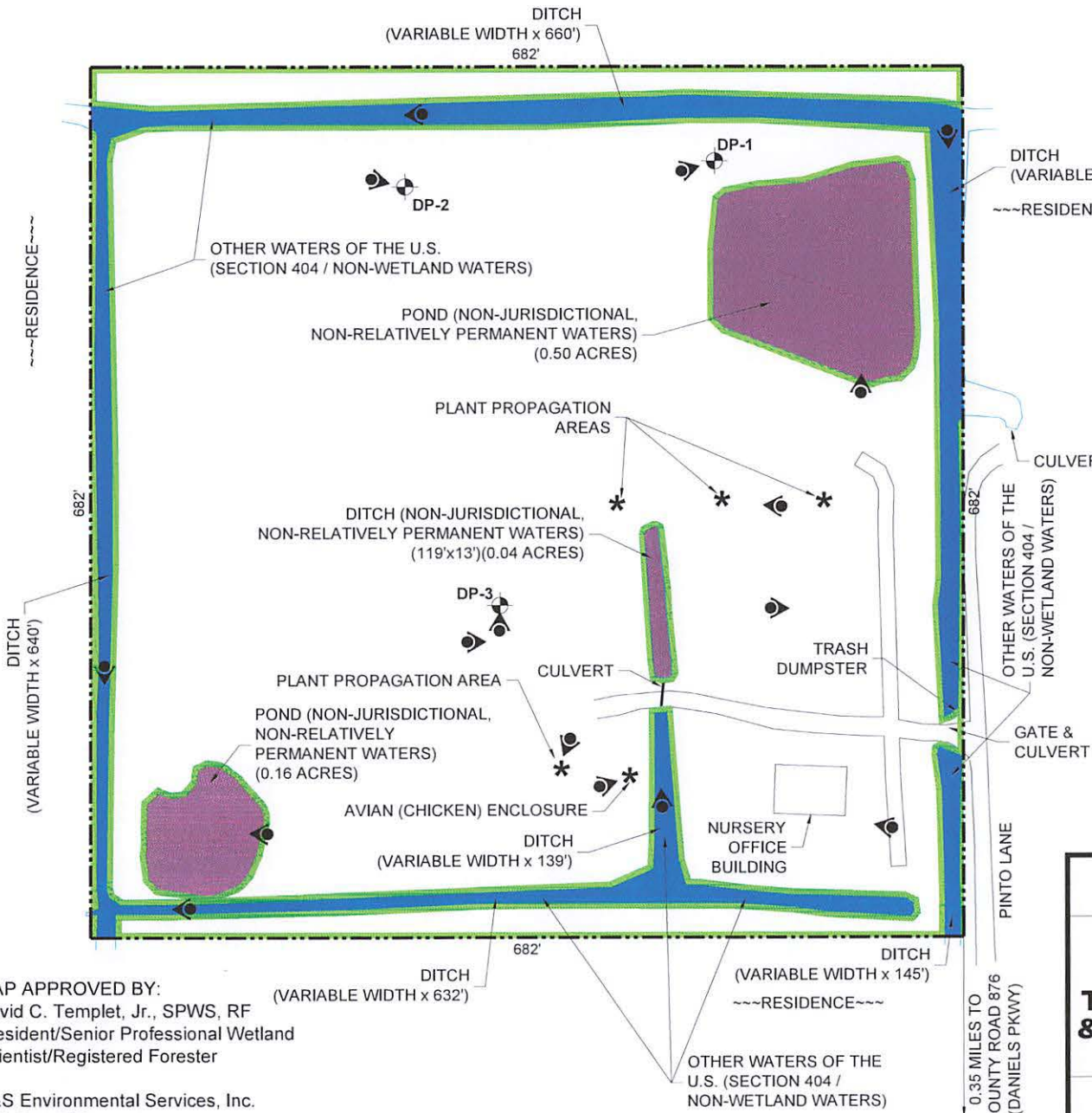
Figure No.: 1

--- CROSS CREEK ESTATES ---



Legend

- Property Boundary (10.68 Acres)
- Non-Wetlands (9.14 Acres)
- Other Waters Of The U.S. (Section 404 / Non-Wetland Waters) (0.84 Acres)
- Non-Jurisdictional, Non-Relatively Permanent Waters (0.70 Acres)
- Picture Location & Direction
- DP** Data Plot
- Data Plots
- DIM
--- JANDY ---
RANCH



MAP APPROVED BY:
 David C. Templet, Jr., SPWS, RF
 President/Senior Professional Wetland
 Scientist/Registered Forester

D&S Environmental Services, Inc.
 P.O. Box 510
 French Settlement, Louisiana 70733-0510
 Business: 225-698-3552
 Mobile: 225-413-4317

CST Land Developers, L.L.C.

Pinto Lane Property

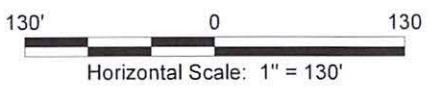
**JURISDICTIONAL WETLANDS,
 TRADITIONAL NAVIGABLE WATERS
 & OTHER WATERS OF THE U.S. MAP**

Lee County, Florida

**D & S
 ENVIRONMENTAL SERVICES, INC.**

Project. No.: 01-2024-JDM	Date: 2024.05.18	Figure No.: 2
---------------------------	------------------	---------------

--- CROSS CREEK ESTATES ---



DITCH
(VARIABLE WIDTH x 466')
---RESIDENCE---

Legend

- Property Boundary (10.68 Acres)
- Non-Wetlands (9.14 Acres)
- Other Waters Of The U.S. (Section 404 / Non-Wetland Waters (0.84 Acres)
- Non-Jurisdictional, Non-Relatively Permanent Waters (0.70 Acres)
- Picture Location & Direction
- DP** Data Plot
- Data Plots
- DIM JANDY RANCH

MAP APPROVED BY:
David C. Templet, Jr., SPWS, RF
President/Senior Professional Wetland
Scientist/Registered Forester

D&S Environmental Services, Inc.
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French Settlement, Louisiana 70733-0510
Business: 225-698-3552
Mobile: 225-413-4317

Reference

1. True Color Image dated 2024 obtained from Lee County (Leegov.com) Geographic Information System.

---RESIDENCE---

OTHER WATERS OF THE
U.S. (SECTION 404 /
NON-WETLAND WATERS)

0.35 MILES TO
COUNTY ROAD 876
(DANIELS PKWY)

CST Land Developers, L.L.C.

Pinto Lane Property

**JURISDICTIONAL WETLANDS,
TRADITIONAL NAVIGABLE WATERS
& OTHER WATERS OF THE U.S. MAP
WITH TRUE COLOR OVERLAY**

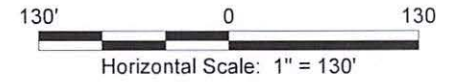
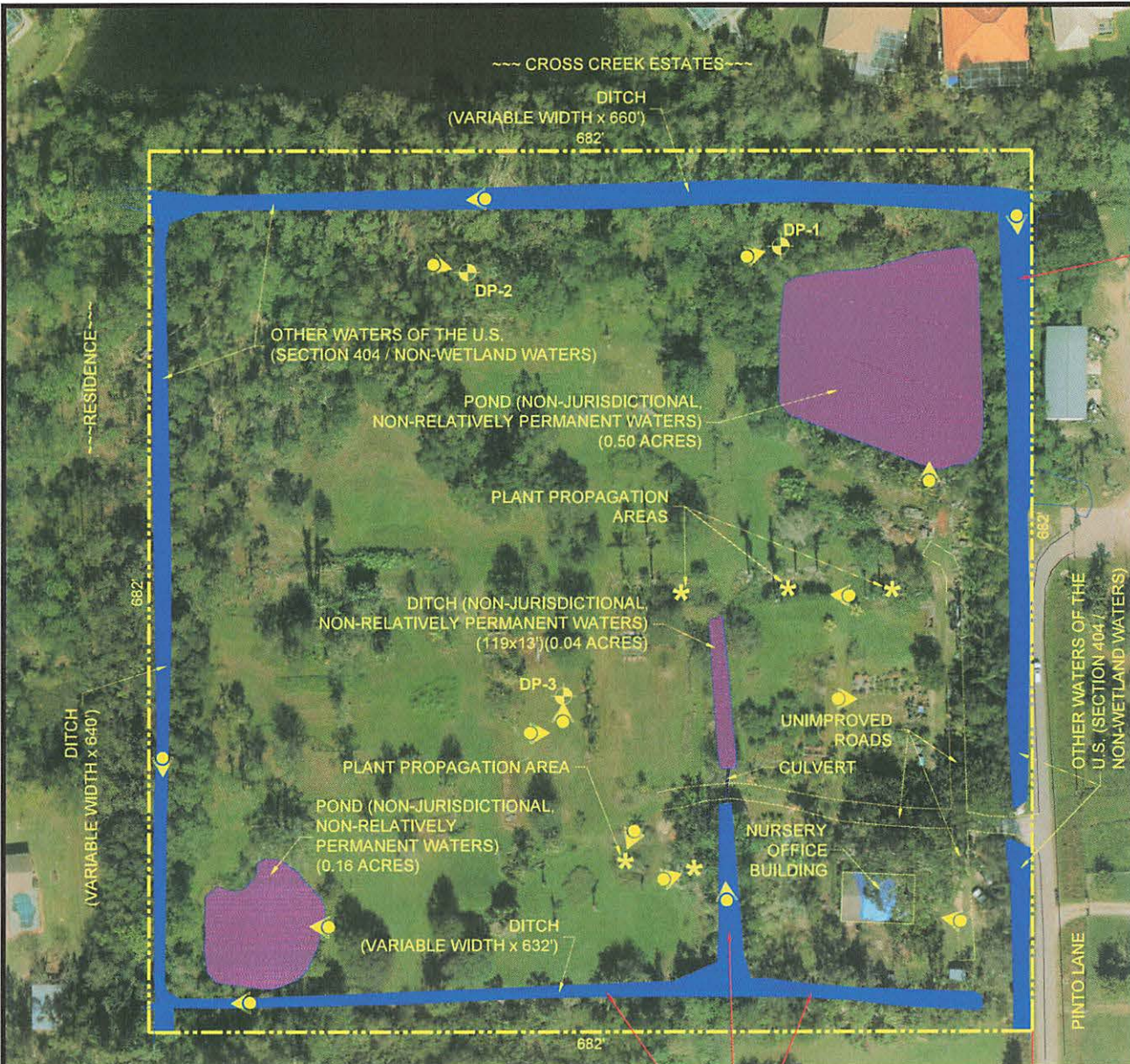
Lee County, Florida



D & S
ENVIRONMENTAL SERVICES, INC.



Project No.: 01-2024-JDM	Date: 2024.05.18	Figure No.: 3
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DITCH
(VARIABLE WIDTH x 466')
---RESIDENCE---

Legend

- Property Boundary (10.68 Acres)
- Non-Wetlands (9.14 Acres)
- Other Waters Of The U.S. (Section 404 / Non-Wetland Waters (0.84 Acres)
- Non-Jurisdictional, Non-Relatively Permanent Waters (0.70 Acres)
- Picture Location & Direction
- Data Plot
- Data Plots
- DIM
- JANDY---
- RANCH

MAP APPROVED BY:
David C. Templet, Jr., SPWS, RF
President/Senior Professional Wetland
Scientist/Registered Forester

D&S Environmental Services, Inc.
P.O. Box 510
French Settlement, Louisiana 70733-0510
Business: 225-698-3552
Mobile: 225-413-4317

Reference

1. Color Infrared Image dated February 2023 obtained from Lee County (Leegov.com) Geographic Information System.

---RESIDENCE---
OTHER WATERS OF THE
U.S. (SECTION 404 /
NON-WETLAND WATERS)

0.35 MILES TO
COUNTY ROAD 876
(DANIELS PKWY)

CST Land Developers, L.L.C.

Pinto Lane Property

JURISDICTIONAL WETLANDS, TRADITIONAL NAVIGABLE WATERS & OTHER WATERS OF THE U.S. MAP WITH COLOR INFRARED OVERLAY

Lee County, Florida



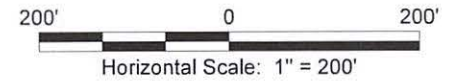
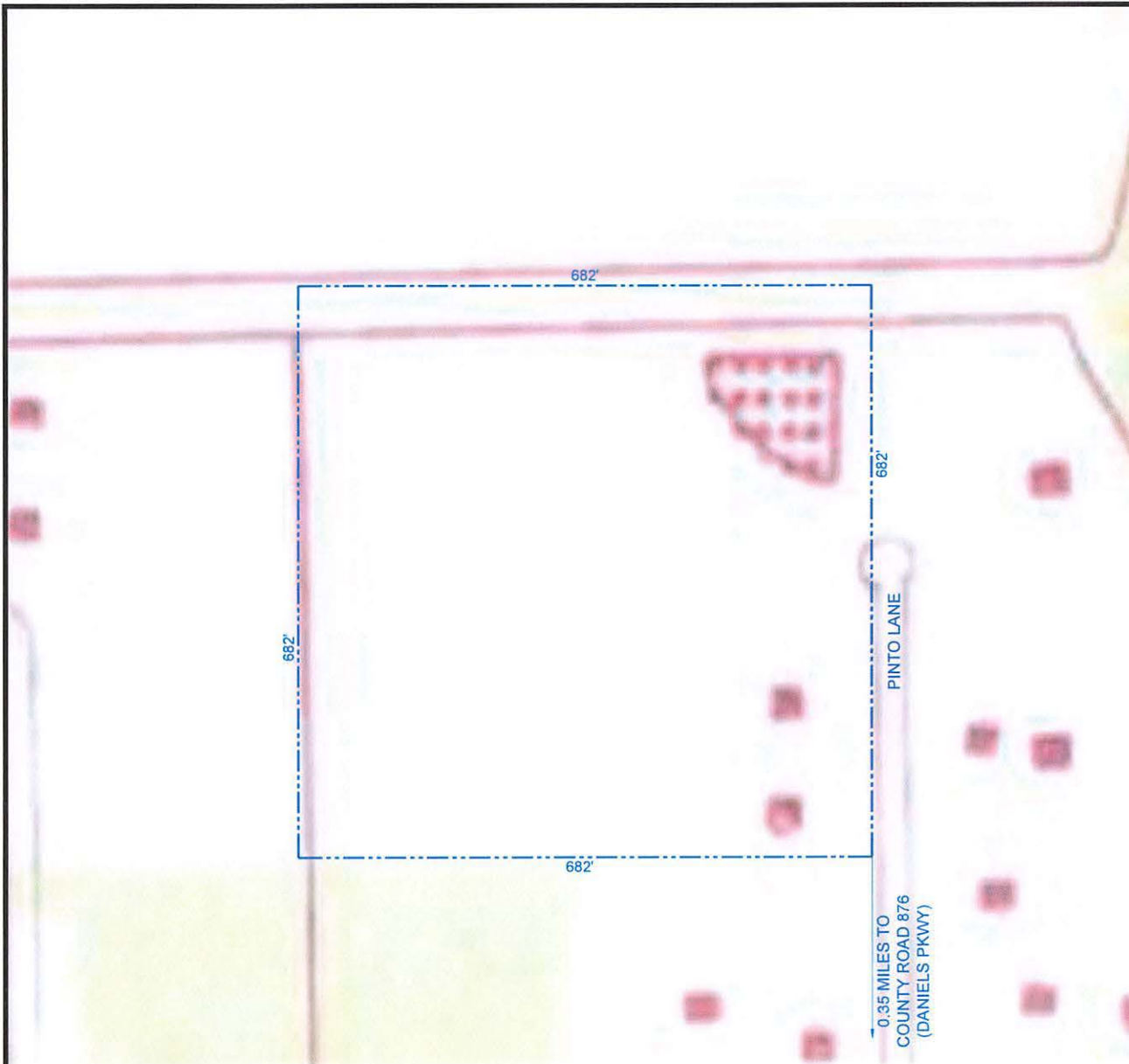
D & S
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Project. No.: 01-2024-JDM

Date: 2024.05.18

Figure No.: 4



Legend

----- Property Boundary (10.68 Acres)

MAP APPROVED BY:
 David C. Templet, Jr., SPWS, RF
 President/Senior Professional Wetland
 Scientist/Registered Forester

D&S Environmental Services, Inc.
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 Business: 225-698-3552
 Mobile: 225-413-4317

Reference

1. Quad image from U.S.G.S. 7.5
 minute topographic map "Fort Myers
 SE, FLA" updated September 27,
 1988.

CST Land Developers, L.L.C.

Pinto Lane Property
PROPERTY BOUNDARY MAP
(U.S.G.S. TOPOGRAPHIC
QUAD OVERLAY)

Lee County, Florida



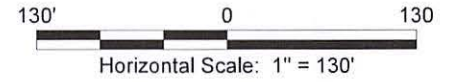
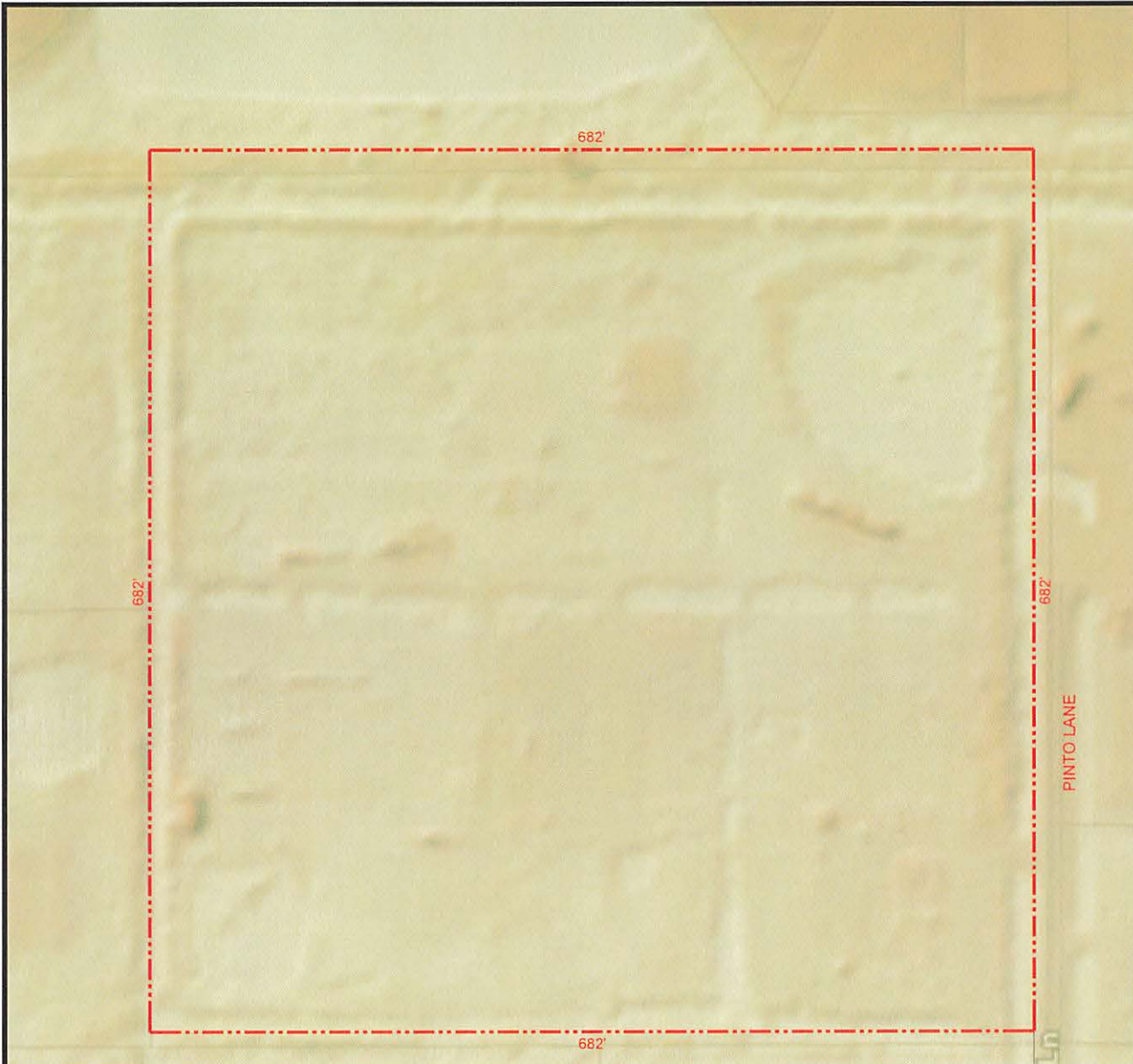
D & S
ENVIRONMENTAL SERVICES, INC.



Project. No.: 01-2024-JDM

Date: 2024.05.18

Figure No.: 5



Legend

--- Property Boundary (10.68 Acres)

MAP APPROVED BY:
 David C. Templet, Jr., SPWS, RF
 President/Senior Professional Wetland
 Scientist/Registered Forester

Reference

1. LIDAR image obtained from Lee
 County (Leegov.com) Geographic
 Information System.

D&S Environmental Services, Inc.
 P.O. Box 510
 French Settlement, Louisiana 70733-0510
 Business: 225-698-3552
 Mobile: 225-413-4317

0.35 MILES TO
 COUNTY ROAD 876
 (DANIELS PKWY)

CST Land Developers, L.L.C.

Pinto Lane Property

**PROPERTY BOUNDARY MAP
 (LIDAR OVERLAY)**

Lee County, Florida



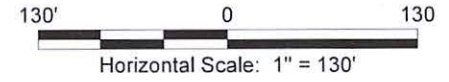
**D & S
 ENVIRONMENTAL SERVICES, INC.**



Project No.: 01-2024-JDM

Date: 2024.05.18

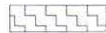

Figure No.: 6



Legend

----- Property Boundary (10.68 Acres)

Web Soil Survey Legend

-  119- Malabar Find Sand-Urban Land Complex, 0 to 2 percent slopes (3.82 Acres / 35.77%)
-  120- Malabar Find Sand, Ponded-Urban land complex, 0 to 1 percent slopes (6.86 Acres / 64.23%)

MAP APPROVED BY:
 David C. Templet, Jr., SPWS, RF
 President/Senior Professional Wetland
 Scientist/Registered Forester

Reference


1. Soils report information obtained from Web Soil Survey Report generated from USDA and NRCS online at : <https://websoilsurvey.nrcs.usda.gov/app/>

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CST Land Developers, L.L.C.

Pinto Lane Property
PROPERTY BOUNDARY MAP
(WEB SOIL SURVEY OVERLAY)

Lee County, Florida



D & S
ENVIRONMENTAL SERVICES, INC.



Project. No.: 01-2024-JDM	Date: 2024.05.18	Figure No.: 7
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APPENDIX I

**FINAL WETLAND DETERMINATION DATA
FORM-ATLANTIC AND GULF COASTAL PLAIN
REGION-VERSION 2**

WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

Project/Site: Pinto Lane Property City/County: Lee County Sampling Date: 5-2-24

Applicant/Owner: CST Land Developers, L.L.C. State: Florida Sampling Point: DP-1

Investigator(s): D&S Environmental Services, Inc. (David C. Templet, Jr.) Section, Township, Range: Section 21, Township 45 South, Range 25 East

Landform (hillslope, terrace, etc.): level to gently sloping topography (flatwoods on marine terraces) Local relief (concave, convex, none): convex Slope (%): 0 to 1

Subregion (LRR or MLRA): LRR U Lat: 26.5541694444 Long: -81.8132111111 Datum: NAD 83

Soil Map Unit Name: 120: Malabar fine sand, ponded-Urban land complex, 0 to 1 percent slopes NWI classification: -PSS3cd

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Remarks:
 - Data Plot is located in a well drained area utilized for plant propagation, located between a ditch spoil bank and a non-jurisdictional pond utilized as a plant propagation area, which as a whole is part of a longstanding agricultural plant nursery that has been continuously operation since 1970, possibly earlier (see "Site Photographs").

HYDROLOGY

Wetland Hydrology Indicators:	Secondary Indicators (minimum of two required)
<u>Primary Indicators (minimum of one is required; check all that apply)</u>	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Moss Trim Lines (B16)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)
<input type="checkbox"/> Aquatic Fauna (B13)	
<input type="checkbox"/> Marl Deposits (B15) (LRR U)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:	Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	
Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	
Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:
 - Aerial photographs, LIDAR data and on-site observations are consistent with non-wetland characteristics.

Remarks:
 - This site's hydrological path entails draining into unnamed perimeter ditches that join and traverse off-site to the south along the western boundary, which enters a canal along County Road 876 (Daniels Parkway), thence traverses west and enters Six Mile Cypress Slough Preserve, thence traverses south-southwest and enters Ten Mile Canal, thence traverses south and enters Mullock Creek, which enters Estero Bay, ultimately emptying into the Gulf of Mexico through multiple passes.
 - Worthy of mention, due to longstanding perimeter ditches with correlating spoil-banks, and only one connecting internal ditch that does not contain a proper gradient to provide drainage for the site as a whole, this site lacks a continuous surface connection to a RPW/TNW for areas therein and is essentially isolated. However, despite the aforementioned poor drainage condition coupled with above average winter precipitation, the site lacks wetland hydrology and hydric soil indicators, as well as hydrophytic vegetation in most cases, which attests to the ultimate non-wetland nature of the site.

VEGETATION (Five Strata) – Use scientific names of plants.

Sampling Point: DP-1

<u>Tree Stratum</u> (Plot size: <u>30'</u>)	<u>Absolute % Cover</u>	<u>Dominant Species?</u>	<u>Indicator Status</u>	Dominance Test worksheet:														
1. _____	_____	_____	_____	Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>66.66%</u> (A/B)														
2. _____	_____	_____	_____															
3. _____	_____	_____	_____															
4. _____	_____	_____	_____															
5. _____	_____	_____	_____															
6. _____	_____	_____	_____															
<u>0</u> = Total Cover 50% of total cover: <u>0</u> 20% of total cover: <u>0</u>				Prevalence Index worksheet: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"><u>Total % Cover of:</u></th> <th style="width:50%;"><u>Multiply by:</u></th> </tr> </thead> <tbody> <tr> <td>OBL species _____</td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species _____</td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species _____</td> <td>x 3 = <u>0</u></td> </tr> <tr> <td>FACU species _____</td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species _____</td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>0</u> (A)</td> <td><u>0</u> (B)</td> </tr> </tbody> </table> Prevalence Index = B/A = _____	<u>Total % Cover of:</u>	<u>Multiply by:</u>	OBL species _____	x 1 = <u>0</u>	FACW species _____	x 2 = <u>0</u>	FAC species _____	x 3 = <u>0</u>	FACU species _____	x 4 = <u>0</u>	UPL species _____	x 5 = <u>0</u>	Column Totals: <u>0</u> (A)	<u>0</u> (B)
<u>Total % Cover of:</u>	<u>Multiply by:</u>																	
OBL species _____	x 1 = <u>0</u>																	
FACW species _____	x 2 = <u>0</u>																	
FAC species _____	x 3 = <u>0</u>																	
FACU species _____	x 4 = <u>0</u>																	
UPL species _____	x 5 = <u>0</u>																	
Column Totals: <u>0</u> (A)	<u>0</u> (B)																	
<u>25</u> = Total Cover 50% of total cover: <u>12.5</u> 20% of total cover: <u>5</u>																		
<u>Sapling Stratum</u> (Plot size: <u>30'</u>)																		
1. <u>Phoenix reclinata</u>	<u>15</u>	<u>yes</u>	<u>FACU</u>															
2. <u>Schinus terebinthifolia</u>	<u>10</u>	<u>yes</u>	<u>FAC</u>															
3. _____	_____	_____	_____															
4. _____	_____	_____	_____															
5. _____	_____	_____	_____															
6. _____	_____	_____	_____															
<u>25</u> = Total Cover 50% of total cover: <u>12.5</u> 20% of total cover: <u>5</u>																		
<u>Shrub Stratum</u> (Plot size: <u>30'</u>)																		
1. _____	_____	_____	_____															
2. _____	_____	_____	_____															
3. _____	_____	_____	_____															
4. _____	_____	_____	_____															
5. _____	_____	_____	_____															
6. _____	_____	_____	_____															
<u>0</u> = Total Cover 50% of total cover: <u>0</u> 20% of total cover: <u>0</u>																		
<u>Herb Stratum</u> (Plot size: <u>30'</u>)																		
1. <u>Sphaqneticola trilobata</u>	<u>40</u>	<u>yes</u>	<u>FAC</u>															
2. _____	_____	_____	_____															
3. _____	_____	_____	_____															
4. _____	_____	_____	_____															
5. _____	_____	_____	_____															
6. _____	_____	_____	_____															
7. _____	_____	_____	_____															
8. _____	_____	_____	_____															
9. _____	_____	_____	_____															
10. _____	_____	_____	_____															
11. _____	_____	_____	_____															
<u>40</u> = Total Cover 50% of total cover: <u>20</u> 20% of total cover: <u>8</u>																		
<u>Woody Vine Stratum</u> (Plot size: <u>30'</u>)																		
1. _____	_____	_____	_____															
2. _____	_____	_____	_____															
3. _____	_____	_____	_____															
4. _____	_____	_____	_____															
5. _____	_____	_____	_____															
<u>0</u> = Total Cover 50% of total cover: <u>0</u> 20% of total cover: <u>0</u>																		
Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																		

Remarks: (If observed, list morphological adaptations below).

- Although hydrophytic vegetation is prevalent, the overall species composition is skewed toward a drier community, and the other two criteria are not met to classify this area as a jurisdictional wetland (See "Site Photographs").

SOIL

Sampling Point: DP-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
2+-0	N/A	N/A	N/A	N/A			N/A	plant material/organic (roots)
0-4.5	10yr 2/2	100	N/A	N/A			sandy mineral	Horizontally sliced @ 2.5"
*4.5-14	10yr 6/4	100	N/A	N/A			sandy	Horizontally sliced @ 10"

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

Indicators for Problematic Hydric Soils³:

- | | | |
|--|---|---|
| <input type="checkbox"/> Histosol (A1) | <input type="checkbox"/> Polyvalue Below Surface (S8) (LRR S, T, U) | <input type="checkbox"/> 1 cm Muck (A9) (LRR O) |
| <input type="checkbox"/> Histic Epipedon (A2) | <input type="checkbox"/> Thin Dark Surface (S9) (LRR S, T, U) | <input type="checkbox"/> 2 cm Muck (A10) (LRR S) |
| <input type="checkbox"/> Black Histic (A3) | <input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR O) | <input type="checkbox"/> Reduced Vertic (F18) (outside MLRA 150A,B) |
| <input type="checkbox"/> Hydrogen Sulfide (A4) | <input type="checkbox"/> Loamy Gleyed Matrix (F2) | <input type="checkbox"/> Piedmont Floodplain Soils (F19) (LRR P, S, T) |
| <input type="checkbox"/> Stratified Layers (A5) | <input type="checkbox"/> Depleted Matrix (F3) | <input type="checkbox"/> Anomalous Bright Loamy Soils (F20) (MLRA 153B) |
| <input type="checkbox"/> Organic Bodies (A6) (LRR P, T, U) | <input type="checkbox"/> Redox Dark Surface (F6) | <input type="checkbox"/> Red Parent Material (TF2) |
| <input type="checkbox"/> 5 cm Mucky Mineral (A7) (LRR P, T, U) | <input type="checkbox"/> Depleted Dark Surface (F7) | <input type="checkbox"/> Very Shallow Dark Surface (TF12) |
| <input type="checkbox"/> Muck Presence (A8) (LRR U) | <input type="checkbox"/> Redox Depressions (F8) | <input type="checkbox"/> Other (Explain in Remarks) |
| <input type="checkbox"/> 1 cm Muck (A9) (LRR P, T) | <input type="checkbox"/> Marl (F10) (LRR U) | |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Depleted Ochric (F11) (MLRA 151) | |
| <input type="checkbox"/> Thick Dark Surface (A12) | <input type="checkbox"/> Iron-Manganese Masses (F12) (LRR O, P, T) | ³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic. |
| <input type="checkbox"/> Coast Prairie Redox (A16) (MLRA 150A) | <input type="checkbox"/> Umbric Surface (F13) (LRR P, T, U) | |
| <input type="checkbox"/> Sandy Mucky Mineral (S1) (LRR O, S) | <input type="checkbox"/> Delta Ochric (F17) (MLRA 151) | |
| <input type="checkbox"/> Sandy Gleyed Matrix (S4) | <input type="checkbox"/> Reduced Vertic (F18) (MLRA 150A, 150B) | |
| <input type="checkbox"/> Sandy Redox (S5) | <input type="checkbox"/> Piedmont Floodplain Soils (F19) (MLRA 149A) | |
| <input type="checkbox"/> Stripped Matrix (S6) | <input type="checkbox"/> Anomalous Bright Loamy Soils (F20) (MLRA 149A, 153C, 153D) | |
| <input type="checkbox"/> Dark Surface (S7) (LRR P, S, T, U) | | |

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No

Remarks:

- See "Site Photographs" to obtain visual confirmation.
 * Due to very minor light areas observed within matrix, the 10" horizontal slice was evaluated for Stripped Matrix (S6) indicator, which resulted as follows: LA: 10yr 5/6, has faint contrast between soil colors compared to matrix with clear boundaries, shape is rounded and variable in size with volume of 5% or less. Ultimately, S6 (Stripped Matrix) indicator is negative.

WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

Project/Site: Pinto Lane Property City/County: Lee County Sampling Date: 5-2-24

Applicant/Owner: CST Land Developers, L.L.C. State: Florida Sampling Point: DP-2

Investigator(s): D&S Environmental Services, Inc. (David C. Templet, Jr.) Section, Township, Range: Section 21, Township 45 South, Range 25 East

Landform (hillslope, terrace, etc.): level to gently sloping topography (flatwoods on marine terraces) Local relief (concave, convex, none): convex Slope (%): 0 to 2

Subregion (LRR or MLRA): LRR U Lat: 26.5541388889 Long: -81.8139583333 Datum: NAD 83

Soil Map Unit Name: 119: Malabar fine sand-Urban land complex, 0 to 2 percent slopes NWI classification: -PFO3/4Ad

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Remarks:

- Data Plot is located in a well drained forested area utilized for plant propagation, located between a ditch spoil bank and the cleared portion of the site, which as a whole is part of a longstanding agricultural plant nursery that has been continuously operation since 1970, possibly earlier (see "Site Photographs").

HYDROLOGY

Wetland Hydrology Indicators:	Secondary Indicators (minimum of two required)
<u>Primary Indicators (minimum of one is required; check all that apply)</u>	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Moss Trim Lines (B16)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)
<input type="checkbox"/> Aquatic Fauna (B13)	
<input type="checkbox"/> Marl Deposits (B15) (LRR U)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations:

Surface Water Present? Yes No Depth (inches): _____
 Water Table Present? Yes No Depth (inches): _____
 Saturation Present? Yes No Depth (inches): _____
(includes capillary fringe)

Wetland Hydrology Present? Yes No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

- Aerial photographs, LIDAR data and on-site observations are consistent with non-wetland characteristics.

Remarks:

- This site's hydrological path entails draining into unnamed perimeter ditches that join and traverse off-site to the south along the western boundary, which enters a canal along County Road 876 (Daniels Parkway), thence traverses west and enters Six Mile Cypress Slough Preserve, thence traverses south-southwest and enters Ten Mile Canal, thence traverses south and enters Mullock Creek, which enters Estero Bay, ultimately emptying into the Gulf of Mexico through multiple passes.

- Worthy of mention, due to longstanding perimeter ditches with correlating spoil-banks, and only one connecting internal ditch that does not contain a proper gradient to provide drainage for the site as a whole, this site lacks a continuous surface connection to a RPW/TNW for areas therein and is essentially isolated. However, despite the aforementioned poor drainage condition coupled with above average winter precipitation, the site lacks wetland hydrology and hydric soil indicators, as well as hydrophytic vegetation in most cases, which attests to the ultimate non-wetland nature of the site.

VEGETATION (Five Strata) – Use scientific names of plants.

Sampling Point: DP-2

	Absolute % Cover	Dominant Species?	Indicator Status	
Tree Stratum (Plot size: <u>30'</u>)				
1. <u>Pinus elliotii</u>	<u>50</u>	<u>yes</u>	<u>FACW</u>	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100</u> (A/B)
2. <u>Quercus laurifolia</u>	<u>10</u>	<u>no</u>	<u>FACW</u>	
3. <u>Sabal Palmetto</u>	<u>10</u>	<u>no</u>	<u>FAC</u>	
4. <u>Melaleuca quinquenervia</u>	<u>10</u>	<u>no</u>	<u>FAC</u>	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
<u>80</u> = Total Cover				Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = <u>0</u> FACW species _____ x 2 = <u>0</u> FAC species _____ x 3 = <u>0</u> FACU species _____ x 4 = <u>0</u> UPL species _____ x 5 = <u>0</u> Column Totals: <u>0</u> (A) <u>0</u> (B)
50% of total cover: <u>40</u>		20% of total cover: <u>16</u>		
Sapling Stratum (Plot size: <u>30'</u>)				
1. <u>Schinus terebinthifolia</u>	<u>10</u>	<u>yes</u>	<u>FAC</u>	Hydrophytic Vegetation Indicators: <input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation <input type="checkbox"/> 2 - Dominance Test is >50% <input type="checkbox"/> 3 - Prevalence Index is ≤3.0 ¹ <input type="checkbox"/> Problematic Hydrophytic Vegetation ¹ (Explain)
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
<u>10</u> = Total Cover				¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
50% of total cover: <u>5</u>		20% of total cover: <u>2</u>		
Shrub Stratum (Plot size: <u>30'</u>)				
1. _____	_____	_____	_____	Definitions of Five Vegetation Strata: Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH). Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH. Shrub – Woody plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height. Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height. Woody vine – All woody vines, regardless of height.
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
<u>0</u> = Total Cover				Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____
50% of total cover: <u>0</u>		20% of total cover: <u>0</u>		
Herb Stratum (Plot size: <u>30'</u>)				
1. <u>Neprolepis cordifolia</u>	<u>75</u>	<u>yes</u>	<u>FAC</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
<u>75</u> = Total Cover				
50% of total cover: <u>37.5</u>		20% of total cover: <u>15</u>		
Woody Vine Stratum (Plot size: <u>30'</u>)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
<u>0</u> = Total Cover				
50% of total cover: <u>0</u>		20% of total cover: <u>0</u>		

Remarks: (If observed, list morphological adaptations below).

- Although hydrophytic vegetation is prevalent, the overall species composition is skewed toward a drier community, and the other two criteria are not met to classify this area as a jurisdictional wetland (See "Site Photographs").

SOIL

Sampling Point: DP-2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
3.5+-0	N/A	N/A	N/A	N/A			N/A	plant material/organic (roots)
0-13.5	10yr 6/3	100	N/A	N/A			sandy	Sectionally cut @ 10"

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

Indicators for Problematic Hydric Soils³:

- | | | |
|--|---|---|
| <input type="checkbox"/> Histosol (A1) | <input type="checkbox"/> Polyvalue Below Surface (S8) (LRR S, T, U) | <input type="checkbox"/> 1 cm Muck (A9) (LRR O) |
| <input type="checkbox"/> Histic Epipedon (A2) | <input type="checkbox"/> Thin Dark Surface (S9) (LRR S, T, U) | <input type="checkbox"/> 2 cm Muck (A10) (LRR S) |
| <input type="checkbox"/> Black Histic (A3) | <input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR O) | <input type="checkbox"/> Reduced Vertic (F18) (outside MLRA 150A,B) |
| <input type="checkbox"/> Hydrogen Sulfide (A4) | <input type="checkbox"/> Loamy Gleyed Matrix (F2) | <input type="checkbox"/> Piedmont Floodplain Soils (F19) (LRR P, S, T) |
| <input type="checkbox"/> Stratified Layers (A5) | <input type="checkbox"/> Depleted Matrix (F3) | <input type="checkbox"/> Anomalous Bright Loamy Soils (F20) (MLRA 153B) |
| <input type="checkbox"/> Organic Bodies (A6) (LRR P, T, U) | <input type="checkbox"/> Redox Dark Surface (F6) | <input type="checkbox"/> Red Parent Material (TF2) |
| <input type="checkbox"/> 5 cm Mucky Mineral (A7) (LRR P, T, U) | <input type="checkbox"/> Depleted Dark Surface (F7) | <input type="checkbox"/> Very Shallow Dark Surface (TF12) |
| <input type="checkbox"/> Muck Presence (A8) (LRR U) | <input type="checkbox"/> Redox Depressions (F8) | <input type="checkbox"/> Other (Explain in Remarks) |
| <input type="checkbox"/> 1 cm Muck (A9) (LRR P, T) | <input type="checkbox"/> Marl (F10) (LRR U) | |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Depleted Ochric (F11) (MLRA 151) | |
| <input type="checkbox"/> Thick Dark Surface (A12) | <input type="checkbox"/> Iron-Manganese Masses (F12) (LRR O, P, T) | |
| <input type="checkbox"/> Coast Prairie Redox (A16) (MLRA 150A) | <input type="checkbox"/> Umbric Surface (F13) (LRR P, T, U) | ³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic. |
| <input type="checkbox"/> Sandy Mucky Mineral (S1) (LRR O, S) | <input type="checkbox"/> Delta Ochric (F17) (MLRA 151) | |
| <input type="checkbox"/> Sandy Gleyed Matrix (S4) | <input type="checkbox"/> Reduced Vertic (F18) (MLRA 150A, 150B) | |
| <input type="checkbox"/> Sandy Redox (S5) | <input type="checkbox"/> Piedmont Floodplain Soils (F19) (MLRA 149A) | |
| <input type="checkbox"/> Stripped Matrix (S6) | <input type="checkbox"/> Anomalous Bright Loamy Soils (F20) (MLRA 149A, 153C, 153D) | |
| <input type="checkbox"/> Dark Surface (S7) (LRR P, S, T, U) | | |

Restrictive Layer (If observed):

Type: _____
Depth (inches): _____

Hydric Soil Present? Yes _____ No

Remarks:

- See "Site Photographs" to obtain visual confirmation.

WETLAND DETERMINATION DATA FORM – Atlantic and Gulf Coastal Plain Region

Project/Site: Pinto Lane Property City/County: Lee County Sampling Date: 5-2-24

Applicant/Owner: CST Land Developers, L.L.C. State: Florida Sampling Point: DP-3

Investigator(s): D&S Environmental Services, Inc. (David C. Templet, Jr.) Section, Township, Range: Section 21, Township 45 South, Range 25 East

Landform (hillslope, terrace, etc.): level to gently sloping topography (flatwoods on marine terraces) Local relief (concave, convex, none): convex Slope (%): 0 to 1

Subregion (LRR or MLRA): LRR U Lat: 26.553227778 Long: -81.813761111 Datum: NAD 83

Soil Map Unit Name: 120: Malabar fine sand, ponded-Urban land complex, 0 to 1 percent slopes NWI classification: -Non-listed

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Remarks:
 - Data Plot is located in a well drained open field area, located between plant propagation areas, which as a whole is part of a longstanding agricultural plant nursery that has been continuously operation since 1970, possibly earlier (see "Site Photographs").

HYDROLOGY

Wetland Hydrology Indicators:	Secondary Indicators (minimum of two required)
<u>Primary Indicators (minimum of one is required; check all that apply)</u>	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Moss Trim Lines (B16)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Sphagnum moss (D8) (LRR T, U)
<input type="checkbox"/> Aquatic Fauna (B13)	
<input type="checkbox"/> Marl Deposits (B15) (LRR U)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	
<input type="checkbox"/> Thin Muck Surface (C7)	
<input type="checkbox"/> Other (Explain in Remarks)	

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ (includes capillary fringe)	Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
--	--

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:
 - Aerial photographs, LIDAR data and on-site observations are consistent with non-wetland characteristics.

Remarks:
 - This site's hydrological path entails draining into unnamed perimeter ditches that join and traverse off-site to the south along the western boundary, which enters a canal along County Road 876 (Daniels Parkway), thence traverses west and enters Six Mile Cypress Slough Preserve, thence traverses south-southwest and enters Ten Mile Canal, thence traverses south and enters Mullock Creek, which enters Estero Bay, ultimately emptying into the Gulf of Mexico through multiple passes.
 - Worthy of mention, due to longstanding perimeter ditches with correlating spoil-banks, and only one connecting internal ditch that does not contain a proper gradient to provide drainage for the site as a whole, this site lacks a continuous surface connection to a RPW/TNW for areas therein and is essentially isolated. However, despite the aforementioned poor drainage condition coupled with above average winter precipitation, the site lacks wetland hydrology and hydric soil indicators, as well as hydrophytic vegetation in most cases, which attests to the ultimate non-wetland nature of the site.

VEGETATION (Five Strata) – Use scientific names of plants.

Sampling Point: DP-3

	Absolute % Cover	Dominant Species?	Indicator Status	
Tree Stratum (Plot size: <u>30'</u>)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
	<u>0</u> = Total Cover			
	50% of total cover: <u>0</u>		20% of total cover: <u>0</u>	
Sapling Stratum (Plot size: <u>30'</u>)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
	<u>0</u> = Total Cover			
	50% of total cover: <u>0</u>		20% of total cover: <u>0</u>	
Shrub Stratum (Plot size: <u>30'</u>)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
	<u>0</u> = Total Cover			
	50% of total cover: <u>0</u>		20% of total cover: <u>0</u>	
Herb Stratum (Plot size: <u>30'</u>)				
1. <u>Stenotaphrum secundatum</u>	<u>50</u>	<u>yes</u>	<u>FAC</u>	
2. <u>Cynodon dactylon</u>	<u>20</u>	<u>yes</u>	<u>FACU</u>	
3. <u>Desmodium triflorum</u>	<u>15</u>	<u>no</u>	<u>FACU</u>	
4. <u>Cycloperum leptophyllum</u>	<u>5</u>	<u>no</u>	<u>FAC</u>	
5. <u>Erigeron quercifolius</u>	<u>5</u>	<u>no</u>	<u>FAC</u>	
6. <u>Hydrocotyle sibthorpioides</u>	<u>5</u>	<u>no</u>	<u>FACW</u>	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
	<u>100</u> = Total Cover			
	50% of total cover: <u>50</u>		20% of total cover: <u>20</u>	
Woody Vine Stratum (Plot size: <u>30'</u>)				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
	<u>0</u> = Total Cover			
	50% of total cover: <u>0</u>		20% of total cover: <u>0</u>	

Remarks: (If observed, list morphological adaptations below).

- See "Site Photographs" to obtain visual confirmation.

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50 (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species _____	x 1 = <u>0</u>
FACW species _____	x 2 = <u>0</u>
FAC species _____	x 3 = <u>0</u>
FACU species _____	x 4 = <u>0</u>
UPL species _____	x 5 = <u>0</u>
Column Totals: <u>0</u> (A)	<u>0</u> (B)

Prevalence Index = B/A = _____

Hydrophytic Vegetation Indicators:

1 - Rapid Test for Hydrophytic Vegetation

2 - Dominance Test is >50%

3 - Prevalence Index is ≤3.0¹

Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Five Vegetation Strata:

Tree – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and 3 in. (7.6 cm) or larger in diameter at breast height (DBH).

Sapling – Woody plants, excluding woody vines, approximately 20 ft (6 m) or more in height and less than 3 in. (7.6 cm) DBH.

Shrub – Woody plants, excluding woody vines, approximately 3 to 20 ft (1 to 6 m) in height.

Herb – All herbaceous (non-woody) plants, including herbaceous vines, regardless of size, and woody plants, except woody vines, less than approximately 3 ft (1 m) in height.

Woody vine – All woody vines, regardless of height.

Hydrophytic Vegetation Present? Yes _____ No

SOIL

Sampling Point: DP-3

Profile Description: (Describe to the depth needed to document the Indicator or confirm the absence of Indicators.)							
Depth (inches)	Matrix		Redox Features			Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹		
1+-0	N/A	N/A	N/A	N/A		N/A	plant material/organic (roots)
0-4.5	10yr 3/3	100	N/A	N/A		sandy mineral	Horizontally sliced @ 2"
*4.5-14.5	10yr 6/4	100	N/A	N/A		sandy	Horizontally sliced @ 10"
¹ Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.				² Location: PL=Pore Lining, M=Matrix.			
Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)				Indicators for Problematic Hydric Soils³:			
<input type="checkbox"/> Histosol (A1)		<input type="checkbox"/> Polyvalue Below Surface (S8) (LRR S, T, U)		<input type="checkbox"/> 1 cm Muck (A9) (LRR O)		³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.	
<input type="checkbox"/> Histic Epipedon (A2)		<input type="checkbox"/> Thin Dark Surface (S9) (LRR S, T, U)		<input type="checkbox"/> 2 cm Muck (A10) (LRR S)			
<input type="checkbox"/> Black Histic (A3)		<input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR O)		<input type="checkbox"/> Reduced Vertic (F18) (outside MLRA 150A,B)			
<input type="checkbox"/> Hydrogen Sulfide (A4)		<input type="checkbox"/> Loamy Gleyed Matrix (F2)		<input type="checkbox"/> Piedmont Floodplain Soils (F19) (LRR P, S, T)			
<input type="checkbox"/> Stratified Layers (A5)		<input type="checkbox"/> Depleted Matrix (F3)		<input type="checkbox"/> Anomalous Bright Loamy Soils (F20) (MLRA 153B)			
<input type="checkbox"/> Organic Bodies (A6) (LRR P, T, U)		<input type="checkbox"/> Redox Dark Surface (F6)		<input type="checkbox"/> Red Parent Material (TF2)			
<input type="checkbox"/> 5 cm Mucky Mineral (A7) (LRR P, T, U)		<input type="checkbox"/> Depleted Dark Surface (F7)		<input type="checkbox"/> Very Shallow Dark Surface (TF12)			
<input type="checkbox"/> Muck Presence (A8) (LRR U)		<input type="checkbox"/> Redox Depressions (F8)		<input type="checkbox"/> Other (Explain in Remarks)			
<input type="checkbox"/> 1 cm Muck (A9) (LRR P, T)		<input type="checkbox"/> Marl (F10) (LRR U)					
<input type="checkbox"/> Depleted Below Dark Surface (A11)		<input type="checkbox"/> Depleted Ochric (F11) (MLRA 151)					
<input type="checkbox"/> Thick Dark Surface (A12)		<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR O, P, T)					
<input type="checkbox"/> Coast Prairie Redox (A16) (MLRA 150A)		<input type="checkbox"/> Umbric Surface (F13) (LRR P, T, U)					
<input type="checkbox"/> Sandy Mucky Mineral (S1) (LRR O, S)		<input type="checkbox"/> Delta Ochric (F17) (MLRA 151)					
<input type="checkbox"/> Sandy Gleyed Matrix (S4)		<input type="checkbox"/> Reduced Vertic (F18) (MLRA 150A, 150B)					
<input type="checkbox"/> Sandy Redox (S5)		<input type="checkbox"/> Piedmont Floodplain Soils (F19) (MLRA 149A)					
<input type="checkbox"/> Stripped Matrix (S6)		<input type="checkbox"/> Anomalous Bright Loamy Soils (F20) (MLRA 149A, 153C, 153D)					
<input type="checkbox"/> Dark Surface (S7) (LRR P, S, T, U)							
Restrictive Layer (If observed):				Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Type: _____							
Depth (inches): _____							
Remarks:							
<p>- See "Site Photographs" to obtain visual confirmation.</p> <p>* Due to very minor light areas observed within matrix, the 10" horizontal slice was evaluated for Stripped Matrix (S6) indicator, which resulted as follows: LA: 10yr 5/6, has faint contrast between soil colors compared to matrix with clear boundaries, shape is rounded and variable in size with volume of 5% or less. Ultimately, S6 (Stripped Matrix) indicator is negative.</p>							

APPENDIX II
SITE PHOTOGRAPHS



Vegetation found within and indicative of Data Plot-1 (non-wetland).



Non-hydric soil found within and indicative of Data Plot-1 (overall view with tape).



Non-hydric soil found within and indicative of Data Plot-1 (overall view with Munsell Soil Color Chart).



Non-hydric soil found within and indicative of Data Plot-1 (Sectional view 0" - 4.5" range with Munsell Soil Color Chart).



Non-hydric soil found within and indicative of Data Plot-1 (Sectional view 4.5" - 14" range with Munsell Soil Color Chart).



Vegetation found within and indicative of Data Plot-2 (non-wetland).



Non-hydric soil found within and indicative of Data Plot-2 (overall view with tape).



Non-hydric soil found within and indicative of Data Plot-2 (overall view with Munsell Soil Color Chart).



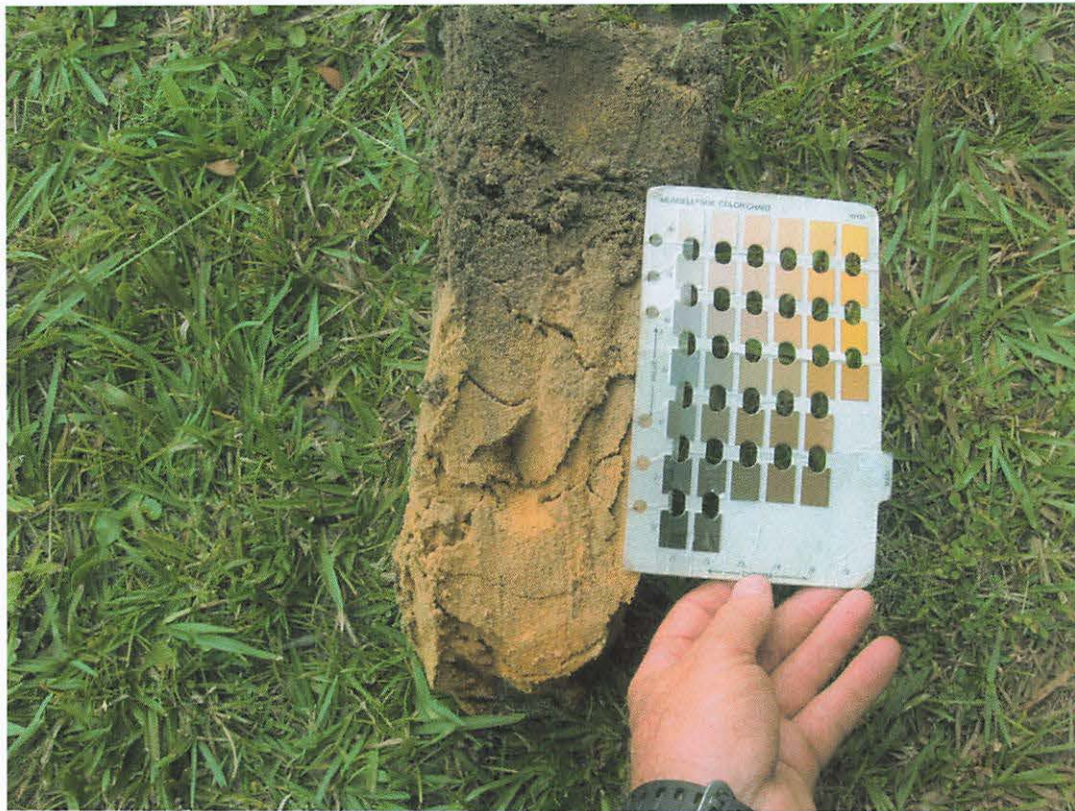
Non-hydric soil found within and indicative of Data Plot-2 (Sectional view 0" - 13.5" range with Munsell Soil Color Chart).



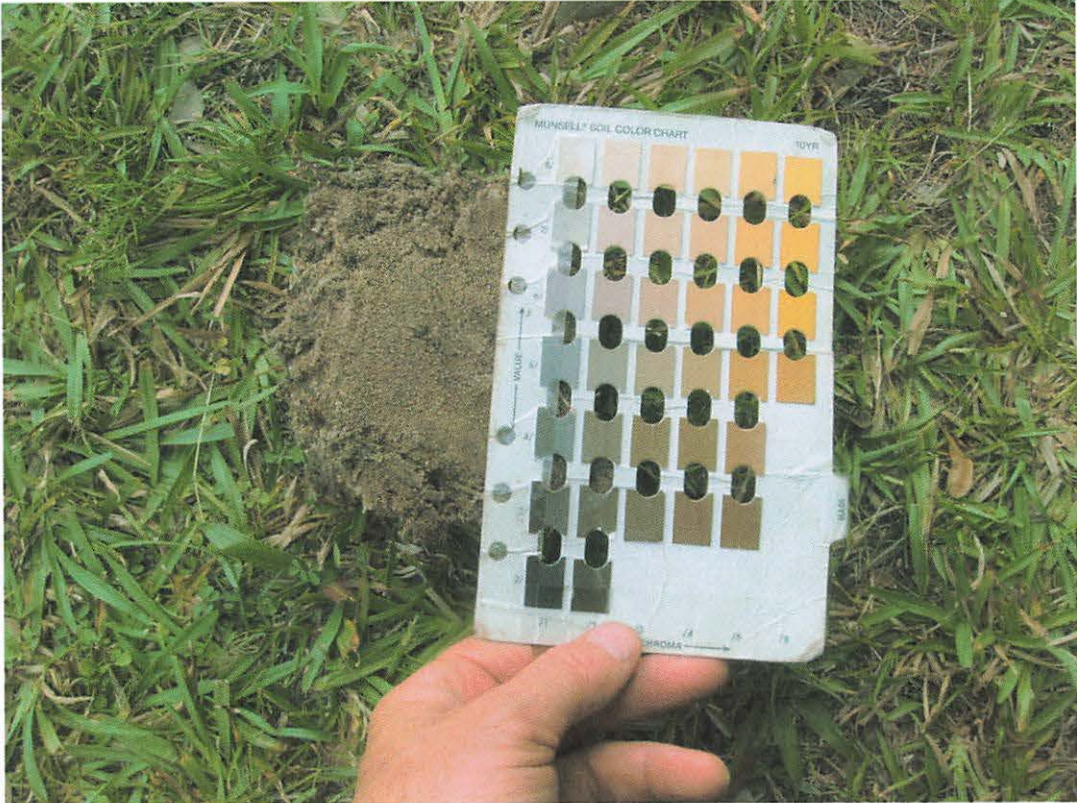
Vegetation found within and indicative of Data Plot-3 (non-wetland).



Non-hydric soil found within and indicative of Data Plot-3 (overall view with tape).



Non-hydric soil found within and indicative of Data Plot-3 (overall view with Munsell Soil Color Chart).



Non-hydric soil found within and indicative of Data Plot-3 (Sectional view 0" - 4.5" range with Munsell Soil Color Chart).



Non-hydric soil found within and indicative of Data Plot-3 (Sectional view 4.5" - 14.5" range with Munsell Soil Color Chart).



"Other Waters of the U.S." (Section 404 / Non-Wetland Waters) found along eastern boundary (ditch).



"Other Waters of the U.S." (Section 404 / Non-Wetland Waters) found along northern boundary (ditch).



"Other Waters of the U.S." (Section 404 / Non-Wetland Waters) found along western boundary (ditch).



"Other Waters of the U.S." (Section 404 / Non-Wetland Waters) found along southern boundary (ditch).



"Other Waters of the U.S." (Section 404 / Non-Wetland Waters) found internally (ditch).



Longstanding, man-made in uplands & non-jurisdictional agriculture (plant nursery) pond found on-site in northeast.



Longstanding, man-made in uplands & non-jurisdictional agriculture (plant nursery) pond found on-site in southwest.



Typical plant propagation area found on-site.



Typical plant propagation area found on-site.



Typical plant storage area found on-site.



Typical plant storage area found on-site.



View looking east of plant nursery.



Plant nursery office found on-site.



Plant nursery truck found on-site.



Avian (chicken) enclosure found on-site.

APPENDIX III

CERTIFICATE OF NURSERY REGISTRATION

Florida Department of Agriculture and Consumer Services



CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

COMMISSIONER
WILTON SIMPSON

ISSUED TO:

MCCARLEY-LETOURNEAU CUSTOM EARTHWORKS
LETOURNEAU, MIKE
13100 PINTO LN
FORT MYERS, FL 33912-1844

THIS CERTIFICATE EXPIRES: 02/23/2025

FEE PAID: \$35.00

REGISTRATION NO.: 47230525

DATE ISSUED: 01/19/2024

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

FDACS-08002 Revised 05/05

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

PRELIMINARY SITE PLAN
THE RESERVE
AT PINTO PLACE
PINTO LANE, FORT MYERS, FL

STAMP:

This document is preliminary & not for construction until such time as the document is signed & dated.

REVISION: DATE: COMMENT:

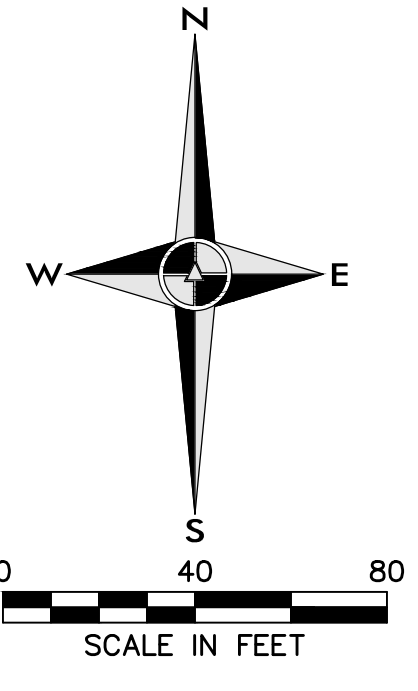
A 04/19/24 FOR REVIEW

BMG PROJECT NO.: MISC
FILE: 24017_PintoLane_SOILS.dwg
DRAWN BY: MAB

DATE: 04/18/24 SCALE: 1" = 40'

SOILS/FLUCCS MAP

SHEET NUMBER:

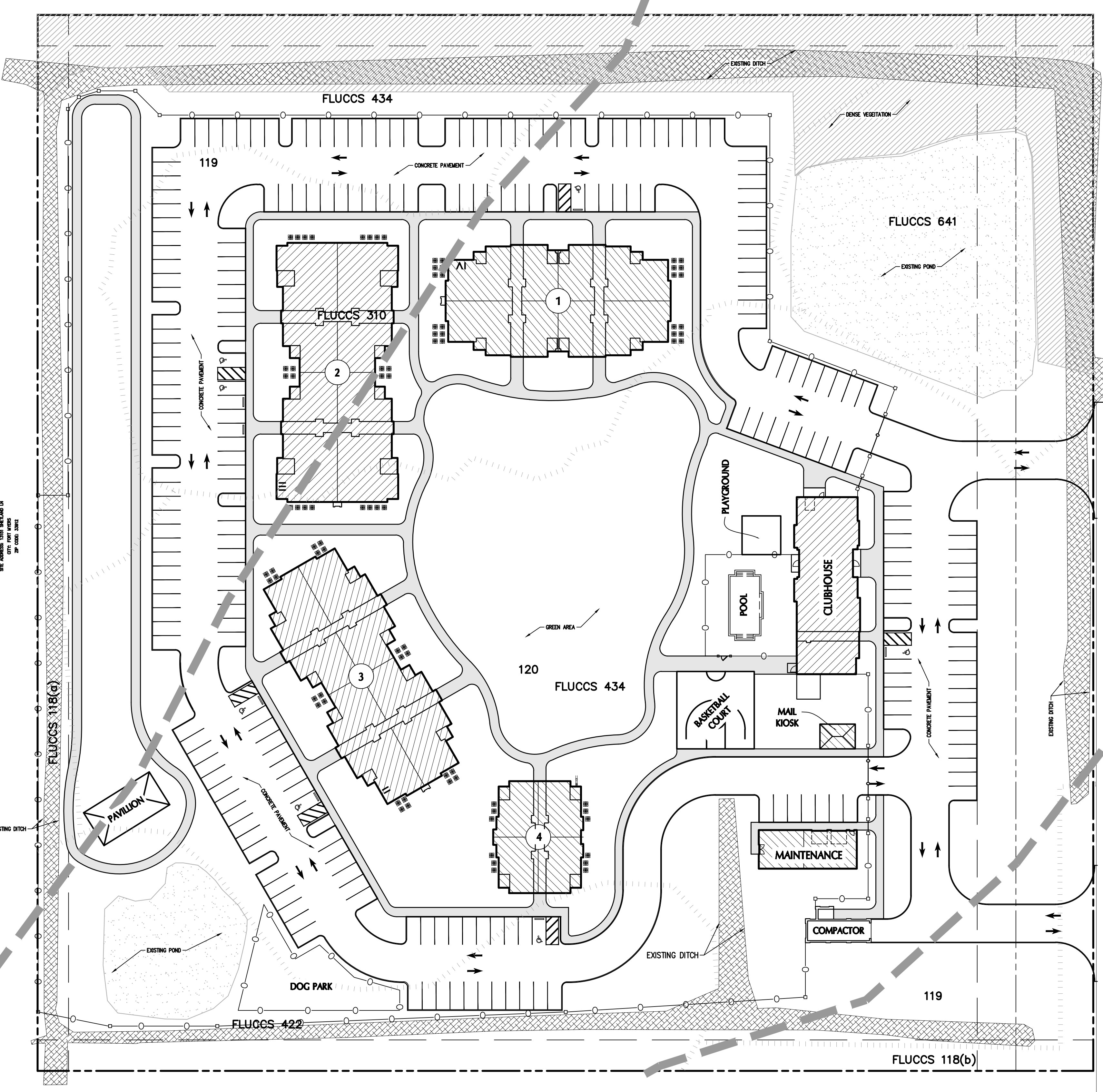


STRIP: 19-02201000000000
FIELD ID: 1054547
OWNER: CROSS CHECK ESTATES LMAA LLC
SITE ADDRESS: CROSS CHECK ESTATES C/O
CITY: FORT MYERS
ZIP CODE: 33912

STRIP: 24-02201000000000
FIELD ID: 1054548
OWNER: CROSS CHECK ESTATES LMAA LLC
SITE ADDRESS: CROSS CHECK ESTATES C/O
CITY: FORT MYERS
ZIP CODE: 33912

STRIP: 24-02201000000000
FIELD ID: 1054549
OWNER: CROSS CHECK ESTATES LMAA LLC
SITE ADDRESS: CROSS CHECK ESTATES C/O
CITY: FORT MYERS
ZIP CODE: 33912

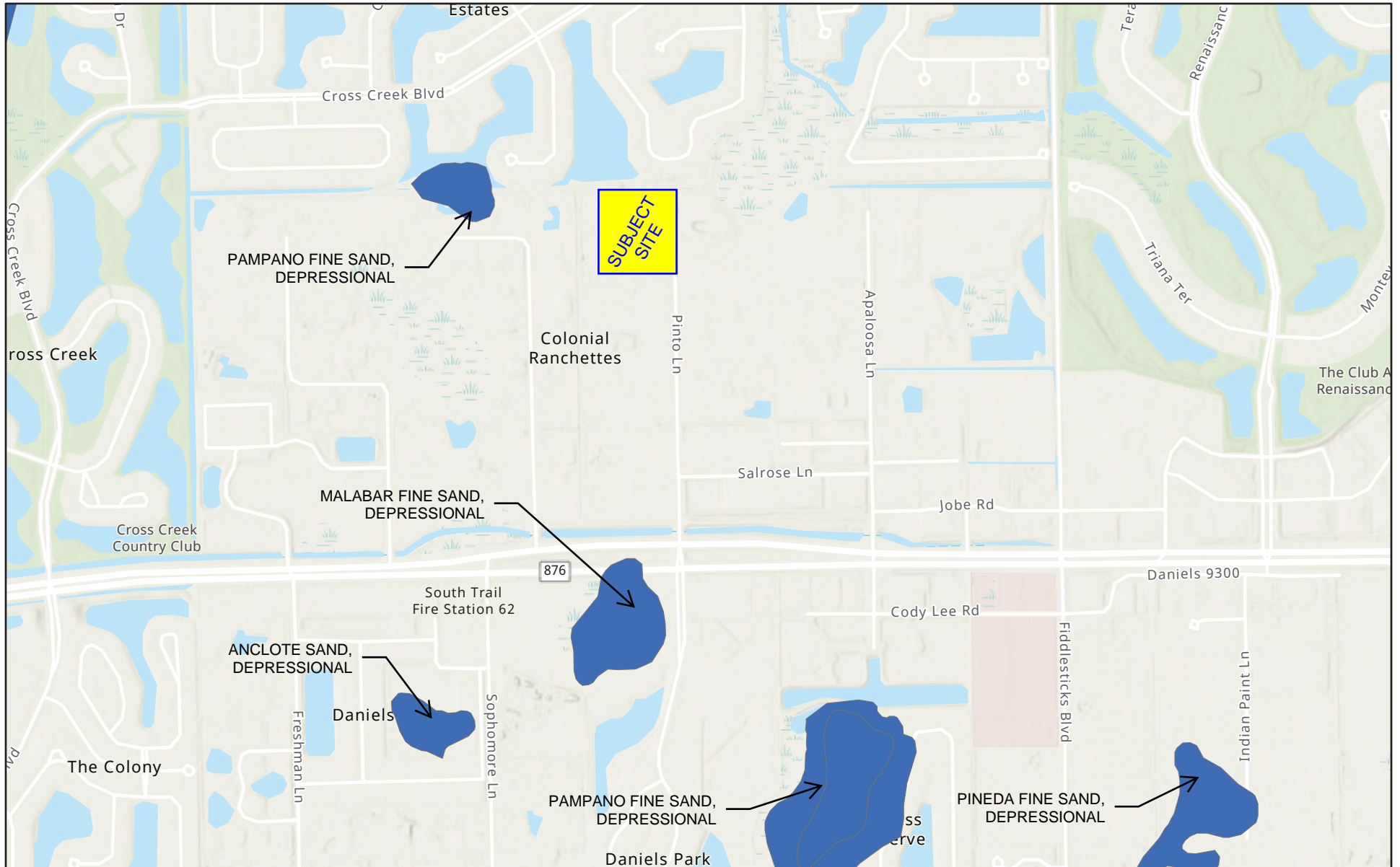
STRIP: 24-02201000000000
FIELD ID: 1054550
OWNER: PARKET ROBERT D TR
SITE ADDRESS: CROSS CHECK ESTATES C/O
CITY: FORT MYERS
ZIP CODE: 33912



Map Unit Symbol	Map Unit Name	Percent of AOI
119	Malabar fine sand-Urban land complex, 0 to 2 percent slopes	35.5%
120	Malabar fine sand, ponded-Urban land complex, 0 to 1 percent slopes	64.5%
Totals for Area of Interest		100.0%

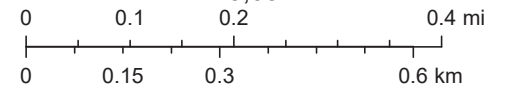
Florida Land Use, Forms and Cover Classification System (FLUCCS) Registers	Flora and Fauna with potential to occur on-site in accordance with the	Flora and/or Fauna Species Presence (P) or Absent	Comments Regarding Individual Flora and/or Fauna Species	Other State and/or Federally Listed Wildlife	Comments Regarding State and/or Federally Listed Wildlife	Date, Time, Temperature and Weather Conditions During Survey
118: Residential	N/A*	N/A*	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 3, 2024, 9:30a.m., 79 degrees, partly cloudy-E winds @ 5 to 10 m.p.h.
243: Ornamentals	N/A*	N/A*	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 2, 2024, 6:30a.m., 68 degrees, partly cloudy-SE winds @ 5 to 10 m.p.h.
310: Herbaceous (Dry Prairie)	1.) Burrowing Owl (Athene cunicularia) (Florida 2.) Florida Scrub Jay (Torrefornis palmarum) (Florida 3.) Florida Scrub Jay (Torrefornis palmarum) (Florida 4.) Florida Scrub Jay (Torrefornis palmarum) (Florida)	1.) Burrowing Owl (Athene cunicularia) (Florida 2.) Florida Scrub Jay (Torrefornis palmarum) (Florida 3.) Florida Scrub Jay (Torrefornis palmarum) (Florida 4.) Florida Scrub Jay (Torrefornis palmarum) (Florida)	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 2, 2024, 9:00a.m., 77 degrees, partly cloudy-SE winds @ 5 to 10 m.p.h.
422: Brazilian Pepper	N/A*	N/A*	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 1, 2024, 2:00p.m., 86 degrees, partly cloudy-WW winds @ 10 to 15 m.p.h.
434: Hardwood - Conifer Mixed	1.) Florida Panther (Felis concolor coryi)	1.) Florida Panther (Felis concolor coryi)	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 1, 2024, 5:00p.m., 88 degrees, partly cloudy-WW winds @ 10 to 15 m.p.h.
621: Cypress	1.) American Alligator (Alligator mississippiensis) 2.) Little Blue Heron (Egretta caerulea) 3.) Snowy Egret (Egretta thula) 4.) Tricolor Heron (Egretta tricolor) 5.) Florida Wood Stork (Myiarchus cinerascens)	1.) Am. Alligator (Alligator mississippiensis) 2.) Little Blue Heron (Egretta caerulea) 3.) Snowy Egret (Egretta thula) 4.) Tricolor Heron (Egretta tricolor) 5.) Florida Wood Stork (Myiarchus cinerascens)	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 2, 2024, 1:00p.m., 82 degrees, partly cloudy-SE winds @ 5 to 10 m.p.h.
641: Freshwater Marshes / Graminoid Prairie Marsh	1.) American Alligator (Alligator mississippiensis) 2.) Limpkin (Ardeamus limpkin) 3.) Little Blue Heron (Egretta caerulea) 4.) Snowy Egret (Egretta thula) 5.) Tricolor Heron (Egretta tricolor) 6.) Florida Wood Stork (Myiarchus cinerascens) 7.) Snail Kite (Rostrhamus sociabilis) 8.) Everglades Mink (Neotoma floridana)	1.) Am. Alligator (Alligator mississippiensis) 2.) Limpkin (Ardeamus limpkin) 3.) Little Blue Heron (Egretta caerulea) 4.) Snowy Egret (Egretta thula) 5.) Tricolor Heron (Egretta tricolor) 6.) Florida Wood Stork (Myiarchus cinerascens) 7.) Snail Kite (Rostrhamus sociabilis) 8.) Everglades Mink (Neotoma floridana)	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	None	This site has been continuously operating as a commercial plant nursery since at least 1970 and is encompassed by surrounding residential and commercial development, which lacks sufficient habitat and situational circumstance to support protected flora or fauna.	May 3, 2024, 6:30a.m., 69 degrees, partly cloudy-E winds @ 5 to 10 m.p.h.

Waterways



6/13/2024

1:13,091



Esri, NASA, NGA, USGS, FEMA, Esri Community Maps Contributors, University of South Florida, County of Lee, FL, FDEP, Esri, TomTom, Garmin,



GIS District Query

Spatial District Query Report

Strap: 21452501000000190
 Folio ID: 10259418
 Address: 13100 PINTO LN
 Approximate Area: 450846
[Property Appraiser](#)

Show entries Search:

Datapoint Name	District Value	Notes
ACTIVE EVACUATION STATUS	None	
ADA CORRIDOR	In ADA Corridor	
AIRPORT NOISE ZONES	N/A	
AIRSPACE NOTIFICATION BUFFERS	N/A	
APPROX SQFT	450846	
ARCHAEOLOGICAL SENSITIVITY	None	
CALCD AREA	450951.39	
CENSUS TRACTS	401.17, 450951 sqft , 100%	
COASTAL BARRIER RESOURCE AREA	NO	
COASTAL BUILDING ZONE	NO	
COASTAL BUILDING ZONES	N/A	

Datapoint Name	District Value	Notes
COASTAL HIGH HAZARD AREA	NO	
COASTAL HIGH HAZARD AREAS	N/A	
CODE ENFORCEMENT AREA	SE Fort Myers 1	
CODE ENFORCEMENT DISTRICT	35	
COMMUNITY PLANNING AREA	N/A	
COUNTY COMMISSION DISTRICT	2	
COUNTY COMMISSIONER	Cecil Pendergrass	
CSTL BRIER RESRC SYS COBRA	Outside COBRA	
CSTL BRIER RESRC SYS COBRA OLD	Outside Pre 2008 COBRA	
DEVELOPMENT ORDERS	N/A	
DNR FLOODZONEA BFE	Outside Flood Zone	
EAGLE NESTING SITE BUFFER	None	
ESRI OID	15	
EVACUATION ZONES	C, 445818 sqft , 99% D, 5133 sqft , 1%	
FIRE DISTRICTS	South Trail, 085, 450951 sqft , 100%	
FIRM FLOOD INSURANCE	Comm:071C, Panel:0437, FIRM_Panel:12071C0437H, Eff.Date:2022-11-17	

Datapoint Name	District Value	Notes
PANELS	00:00:00.0000000 450951 sqft 100%	
FIRM FLOOD INSURANCE PANELS OLD	Comm:12071C, Panel:0437, G, Panel Date:20181207, 450951 sqft , 100%	
FIRM FLOODWAY	OUTSIDE, 450951 sqft , 100%	
FIRM FLOODWAYS OLD	OUTSIDE FLOODWAY, 450951 sqft , 100%	
FLOOD INSURANCE ZONES	Flood Zone: X, Assigned Number: 100, 450951 sqft , 100%	
FLOOD INSURANCE ZONES OLD	X, 450951 sqft , 100%	
FLOWWAY 2005	Not In Flowway	
FLUCCS2004	Land Cover: 6430 , Land Use: 6430 , 10%	
	Land Cover: 4220 , Land Use: 4220 , 20%	
	Land Cover: 2430 , Land Use: 2430 , 45%	
	Land Cover: 3100 , Land Use: 1180 , 2%	
	Land Cover: 6191 , Land Use: 6191 , 0%	
	Land Cover: 4220 , Land Use: 4220 , 9%	
	Land Cover: 6191 , Land Use: 6191 , 13%	
Land Cover: 3100 , Land Use: 1180 , 1%		
FOLIROID	10259418	
FUTURE LAND USE	Future Land Use: Outlying Suburban 429719 sqft , 95%	
	Future Land Use: Wetlands 21233 sqft , 5%	
GARBAGE HAUL DAY	Th	
JUST VALUE	576617	

Datapoint Name	District Value	Notes
LAST SALE AMOUNT	200000	
LAST SALE DATE	985219200000	
LCSHERIFF DISTRICT	Central	
LCSHERIFF ZONE	C5	
LIGHTING DISTRICTS MSTBU	None	
LOT	0190	
MICROWAVE RELAY PATH	Not In relay Path	
MIN YR BUILT	1975	
MINIMUM USE DETERMINATION	N/A	
MIXED USE OVERLAY	N/A	
MUNICIPALITY	Unincorporated Lee County	
OBJECTID	108134939	
PA PROPERTY URL	https://www.leepa.org/Display/Displayparcel.aspx?folioID=10259418	
PANTHER HABITAT	None	
PLANNING COMMUNITY	Daniels Parkway	
PRELIMINARY MSTBU DISTRICTS	None	
RECEIVED FROM PA	1718987757000	
RECYCLE HAUL DAY	Th	
ROAD IMPACT FEE DISTRICTS	District: 3 , Tidemark ID: 53 , Name: CENTRAL ,	100%

Datapoint Name	District Value	Notes
SANIBEL COUNTY AGREEMENT	NO	
SCHOOL BOARD MEMBER	Melisa W. Giovannelli	
SCHOOL CHOICE ELEM ZONE	J	
SCHOOL CHOICE ZONE	South Zone 1	
SCHOOL BOARD DISTRICT	2	
SEA TURTLE LIGHTING ZONE	NO	
SITEADDRESS	13100 PINTO LN	
SOILS	MALABAR FINE SAND, DEPRESSIONAL, 294366 sqft , 65%	
	MALABAR FINE SAND, 156586 sqft , 35%	
SOLIDWASTE HAULER	WP	
STORM SURGE CATEGORY	C	
STRAP	21452501000000190	
SUBDIVISION	Subdivision No.: 01 , Subdivision Name: COLONIAL RANCHETTES UNIT 1 , Book Page1: , PBPG2: , Book Page3: ,	
TA FIRE DISTRICT	South Trail Fire District, 450951 sqft , 100%	
TAXING AUTHORITY	Lee County General Revenue, 450951 sqft , 100%	
	Green Corridor PACE, 450951 sqft , 100%	
	SFL Water Mgmt Everglades Const, 450951 sqft , 100%	
	SFL Water MGMT Okeechobee Levy, 450951 sqft , 100%	

Datapoint Name	District Value	Notes
	Lee County Library Fund, 450951 sqft , 100%	
	Lee County Hyacinth Control, 450951 sqft , 100%	
	School District By Local Board, 450951 sqft , 100%	
	West Coast Inland Waterway, 450951 sqft , 100%	
	SFL Water Mgmt District Levy, 450951 sqft , 100%	
	School District By State Law, 450951 sqft , 100%	
	Lee County Mosquito Control, 450951 sqft , 100%	
	Solid Waste Area 3, 450951 sqft , 100%	
	Lee County All Hazards Unic, 450951 sqft , 100%	
	District #047, 450951 sqft , 100%	
	South Trail Fire District, 450951 sqft , 100%	
	Lee County Unincorporated MSTU, 450951 sqft , 100%	
TRAFFIC ANALYSIS ZONE	1410	
UPDATED BY PA	1715345960000	
VEGETATION PERMIT REQUIRED	NO	
WASTEWATER FRANCHISE	Lee County Utilities	
WASTEWATER SERVICE AREA	No WW Service Area	
WASTEWATER TREATMENT PLANT	FMS	
WATER FRANCHISE	Lee County Utilities	

Datapoint Name	District Value	Notes
WATER TREATMENT PLANT	No Treatment Plant	
WELLFIELD PROTECTION ZONE	Not In Protection Zone	
WIND RISK CATEGORY I	Wind Zone: 140 - 149mph, Design Speed: 150mph, 450951 sqft , 100%	
WIND RISK CATEGORY II	Wind Zone: 150 - 159mph, Design Speed: 160mph, 450951 sqft , 100%	
WIND RISK CATEGORY III	III Yes, 160 - 169, 170, 450951 sqft , 100%	
WIND RISK CATEGORY IV	IV Yes, 170 - 179, 180, 450951 sqft , 100%	
YARD WASTE HAUL DAY	Th	
ZONE A EST BFE	Outside DNR Flood Zone	
ZONING	Zoning: AG-2, ZoningPolyID:4447318, 438994 sqft , 97%	
	Zoning: RPD, ZoningPolyID:4444715, 11957 sqft , 3%	

Showing 1 to 87 of 87 entries

Previous

1

Next

Land Use: 220

Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is $\frac{1}{2}$ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 22

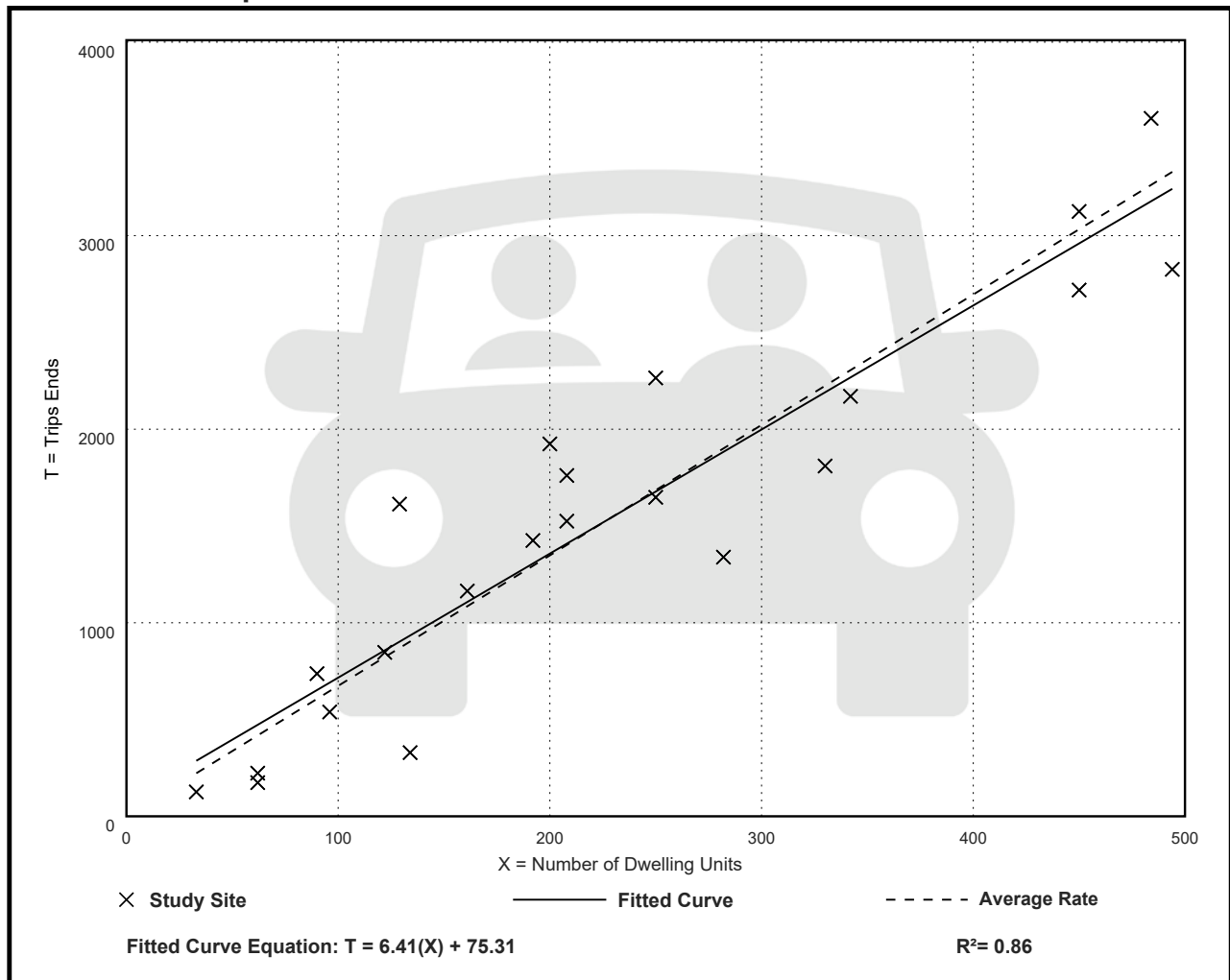
Avg. Num. of Dwelling Units: 229

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 49

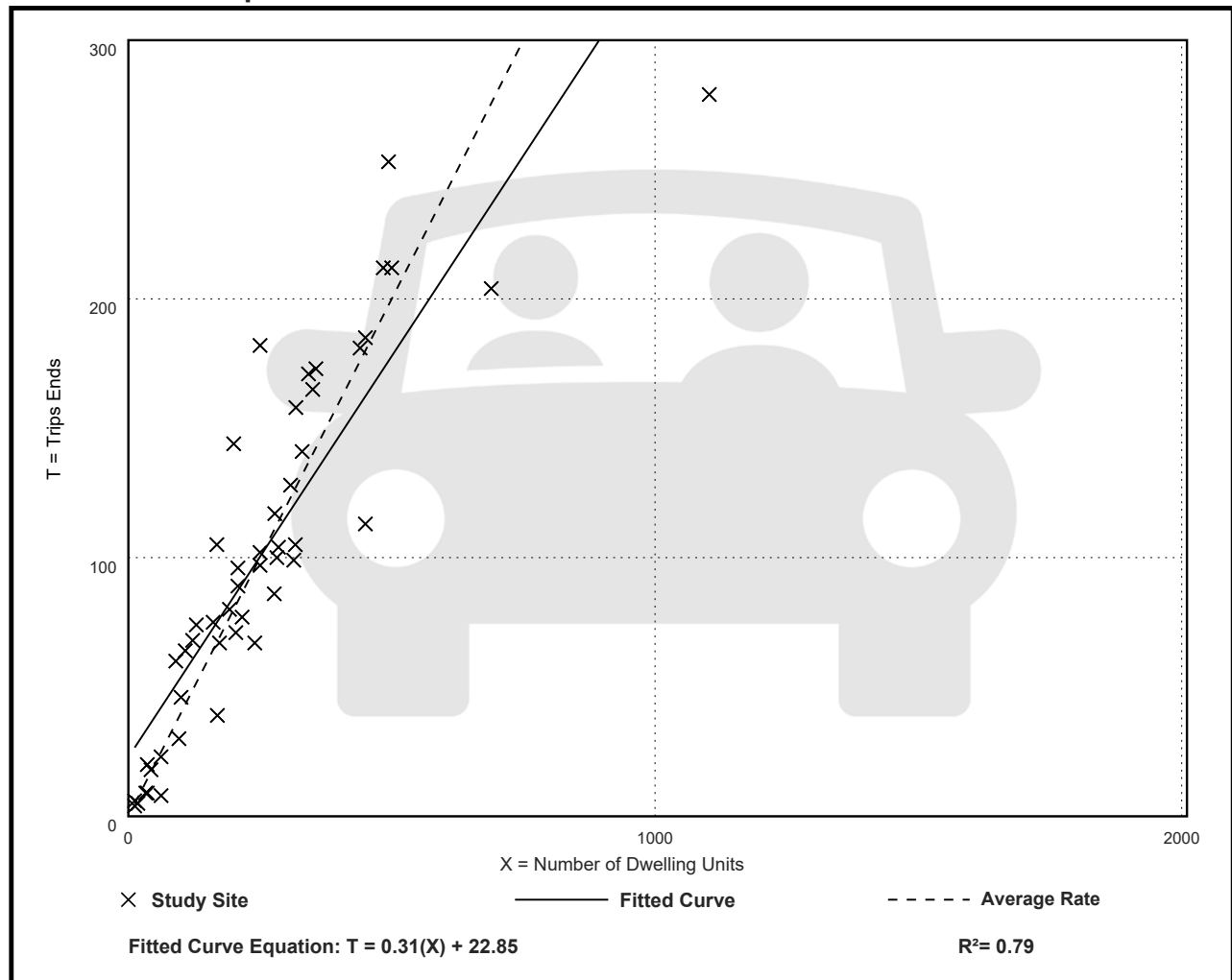
Avg. Num. of Dwelling Units: 249

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 59

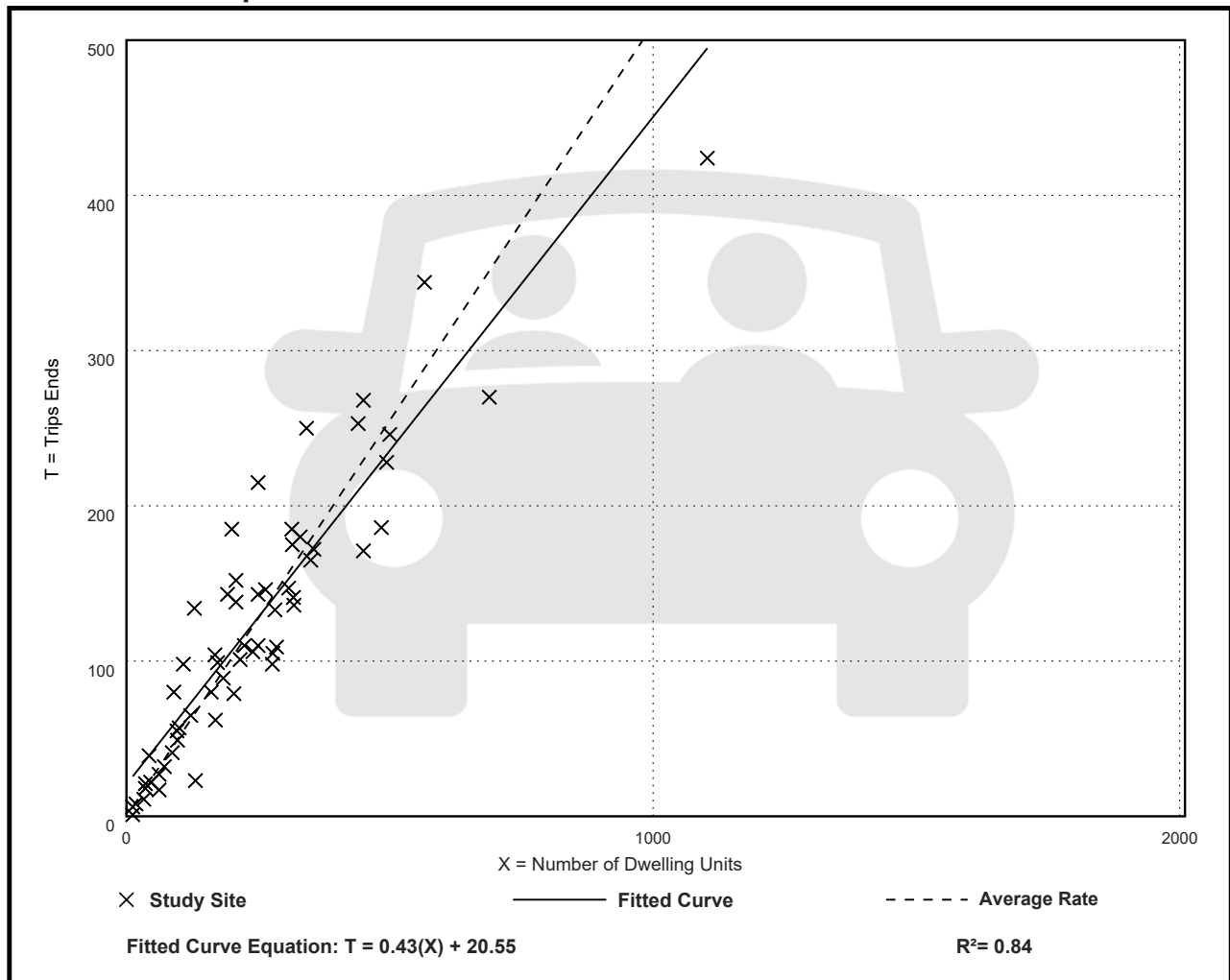
Avg. Num. of Dwelling Units: 241

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 40

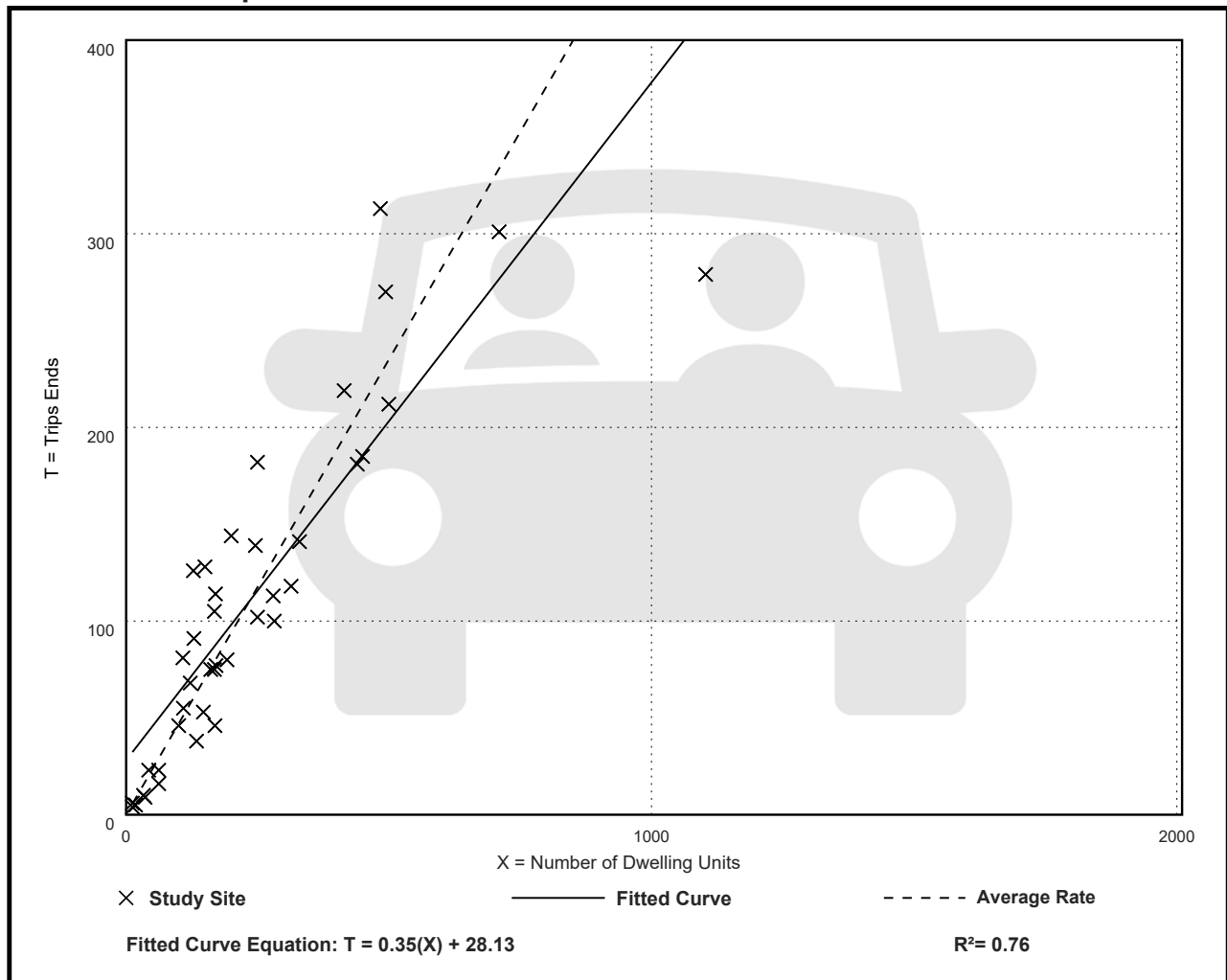
Avg. Num. of Dwelling Units: 234

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.47	0.25 - 0.98	0.16

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 38

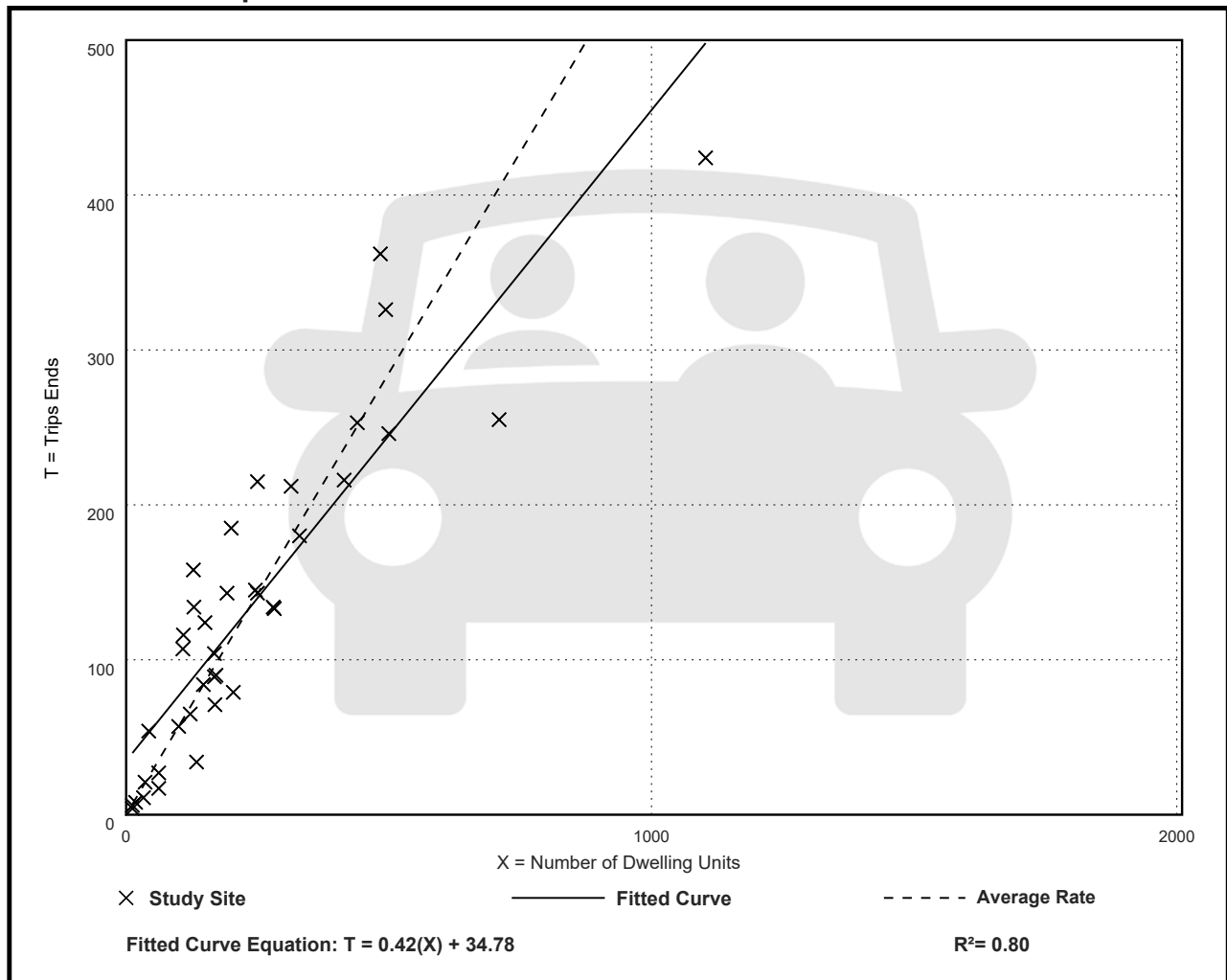
Avg. Num. of Dwelling Units: 231

Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.57	0.25 - 1.26	0.20

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 282

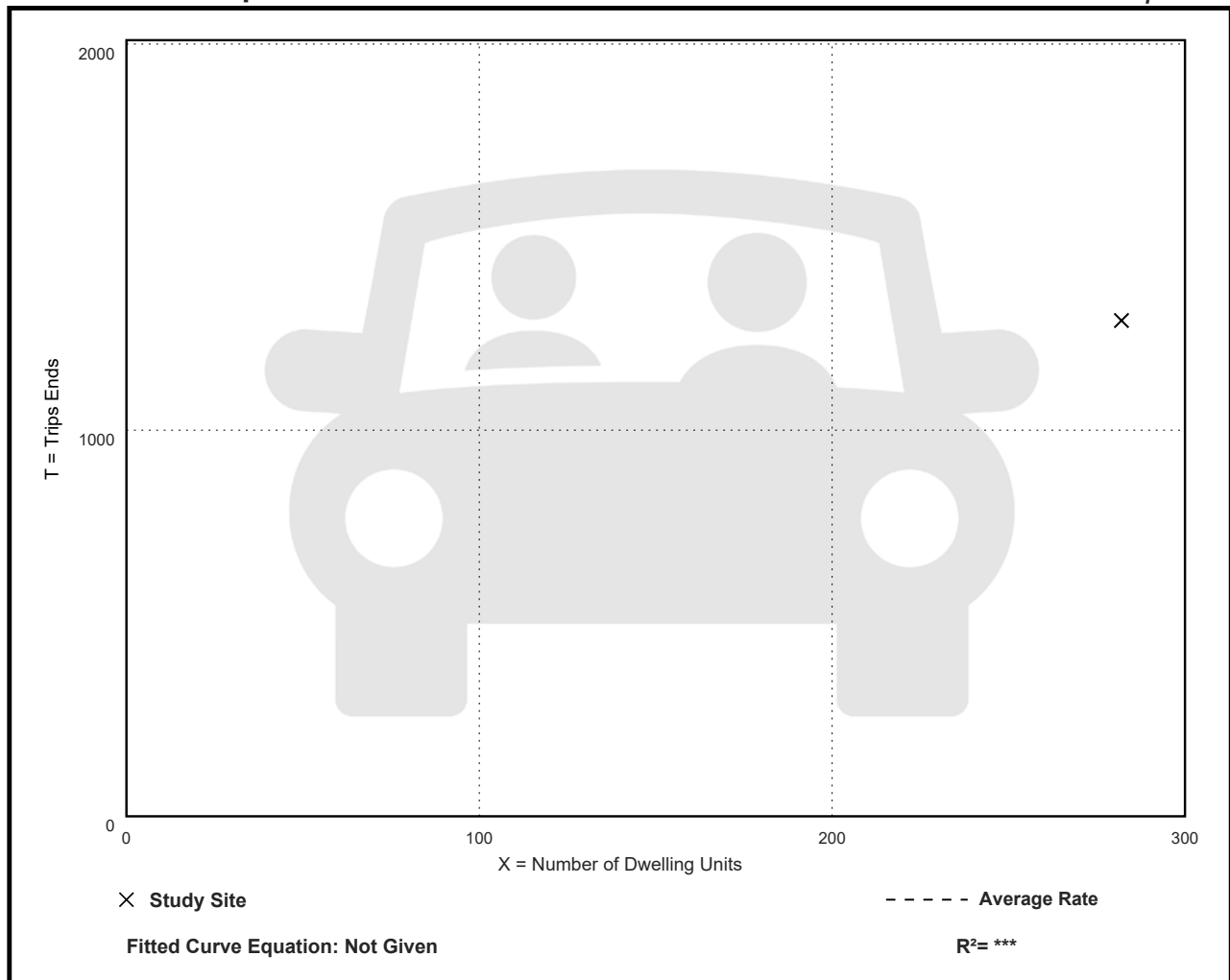
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.55	4.55 - 4.55	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 282

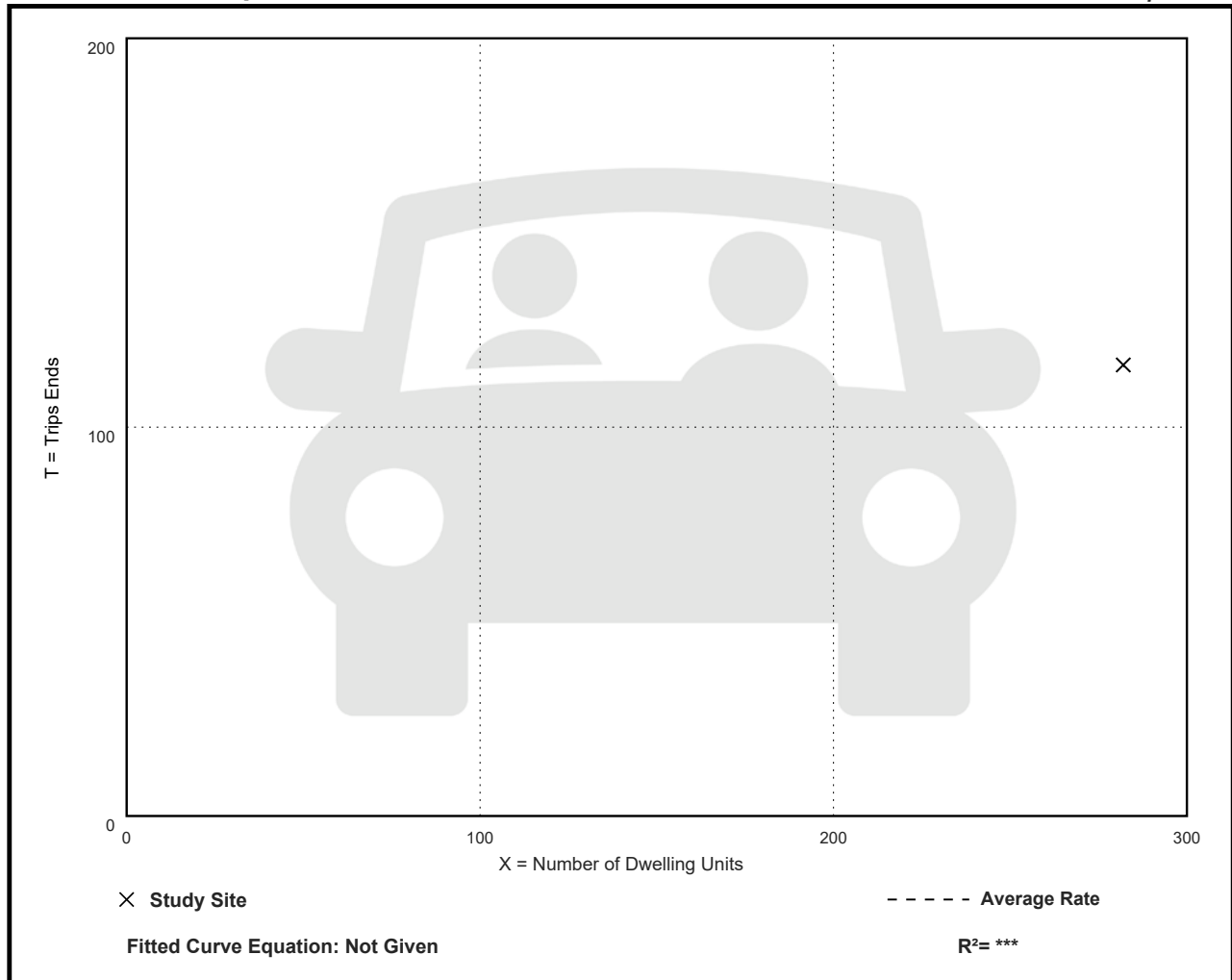
Directional Distribution: Not Available

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.41	0.41 - 0.41	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 282

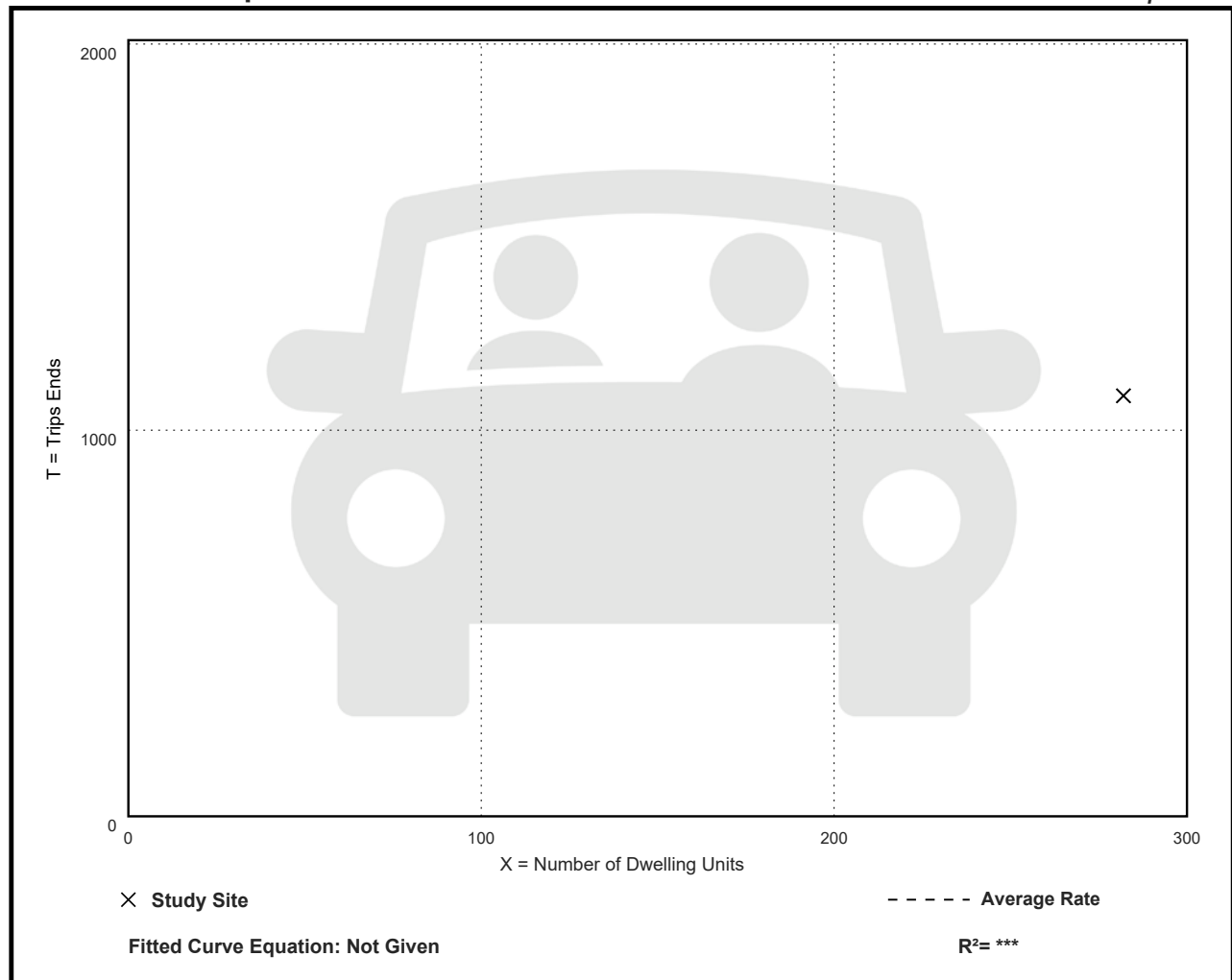
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
3.86	3.86 - 3.86	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 282

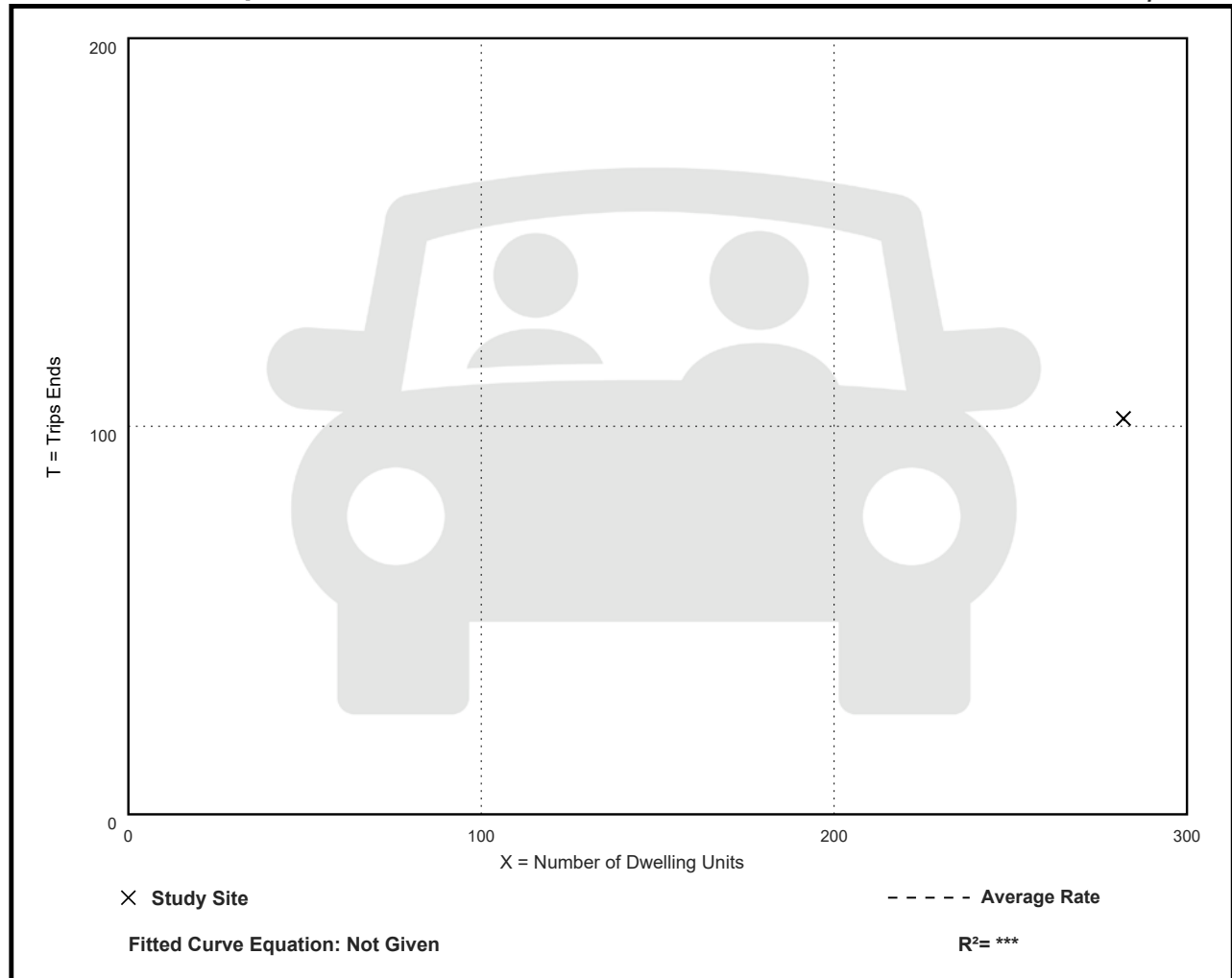
Directional Distribution: Not Available

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.36 - 0.36	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Residents
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 177

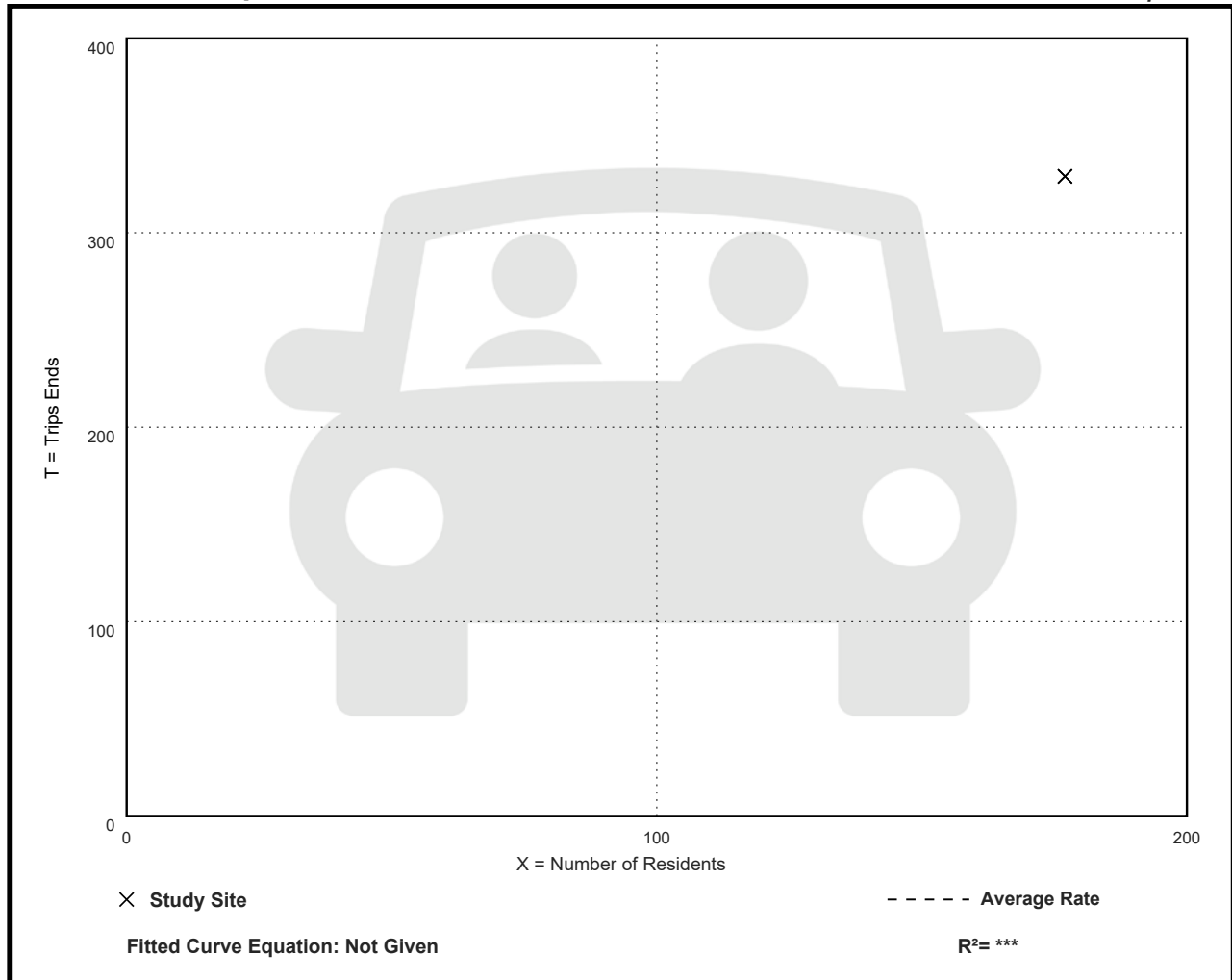
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
1.86	1.86 - 1.86	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Residents

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 9

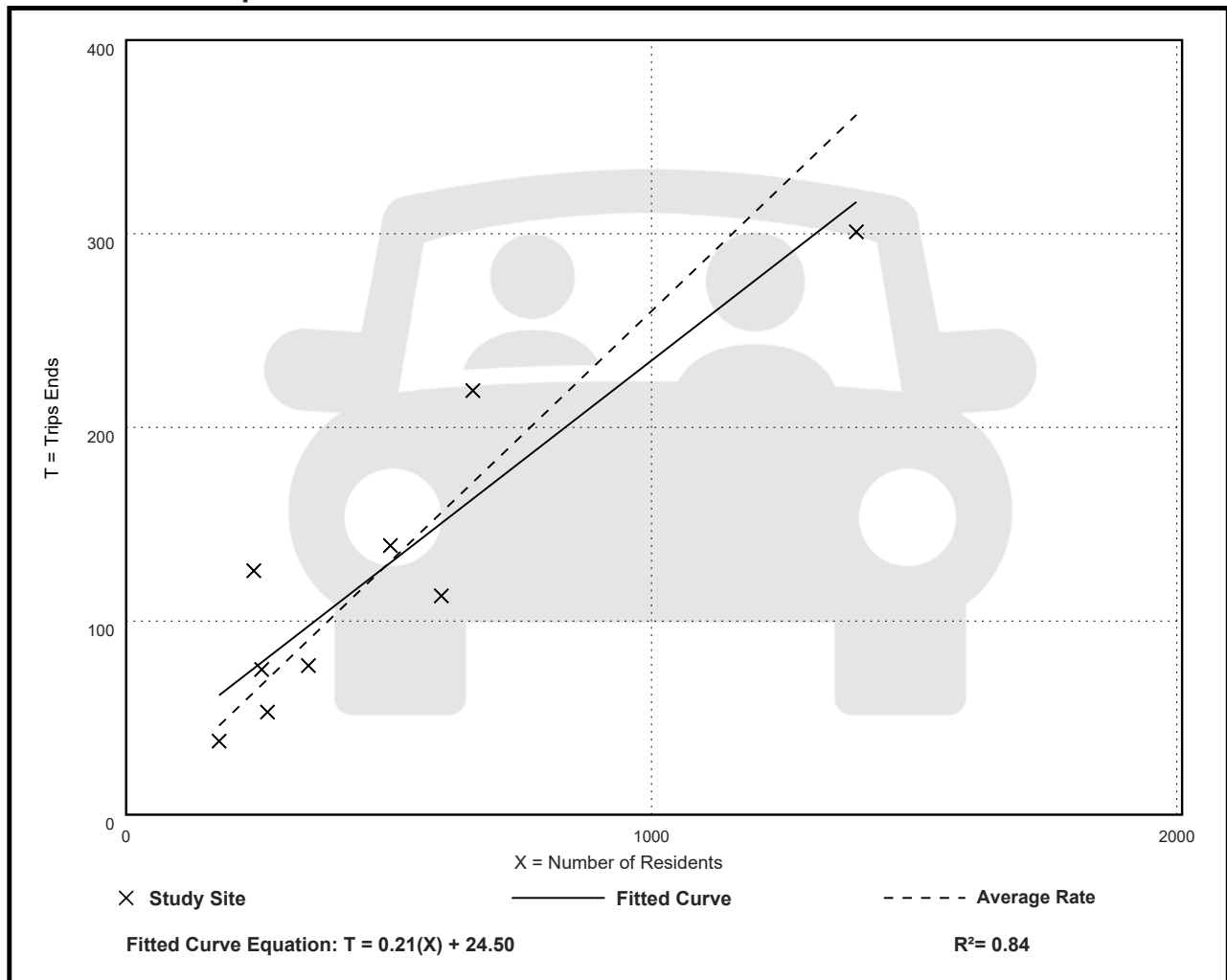
Avg. Num. of Residents: 494

Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.26	0.19 - 0.52	0.08

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Residents

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 9

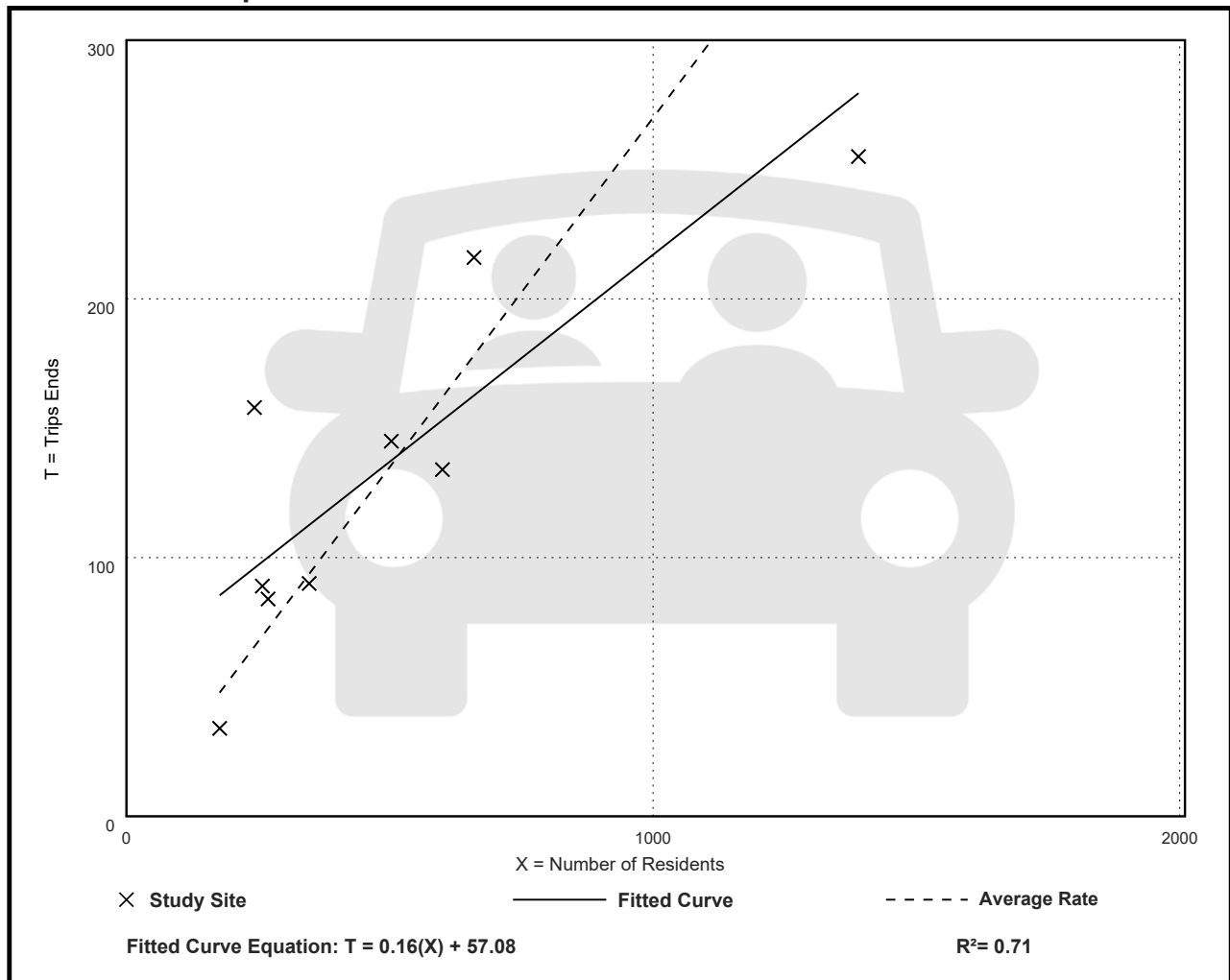
Avg. Num. of Residents: 494

Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.27	0.18 - 0.65	0.11

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 8

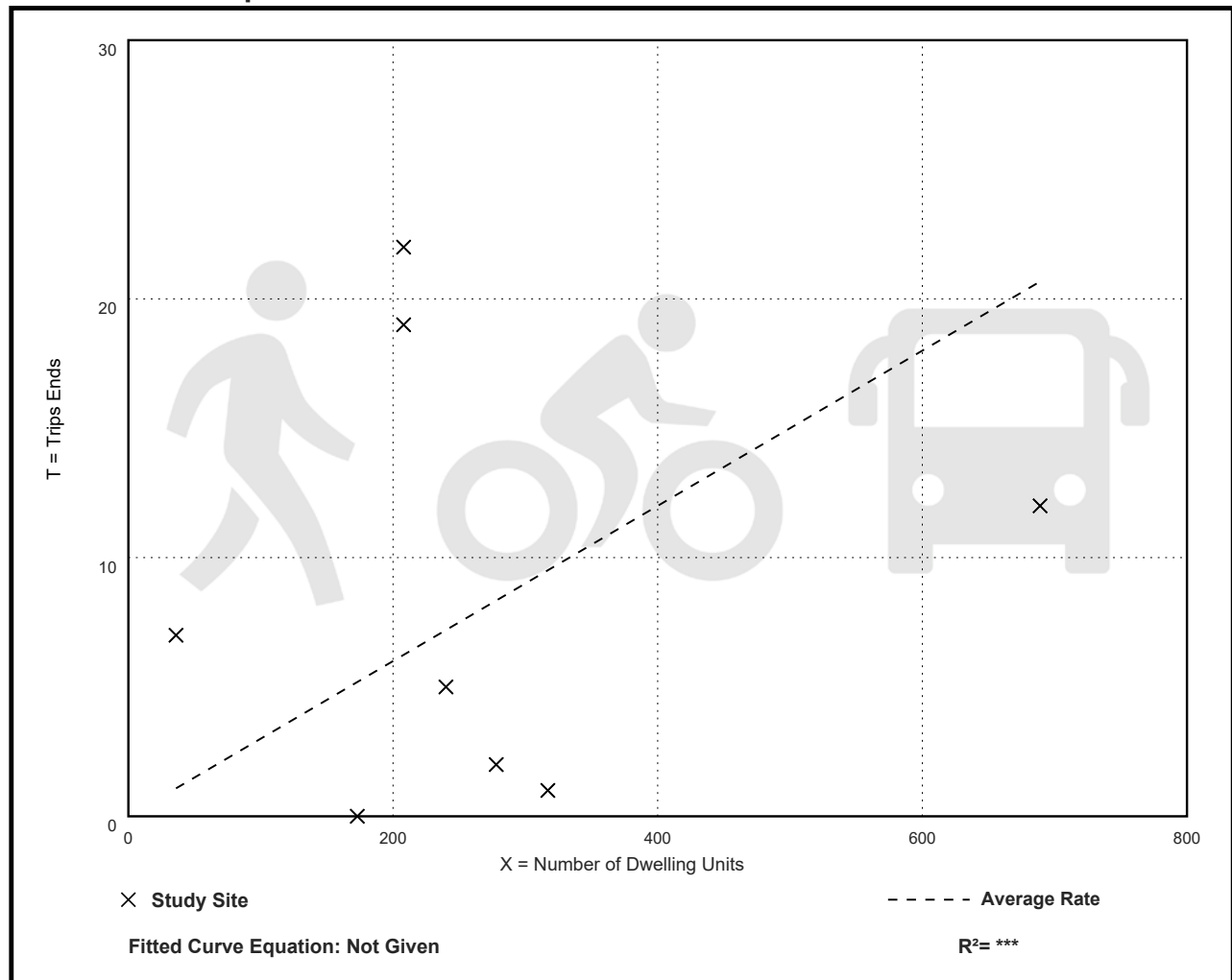
Avg. Num. of Dwelling Units: 269

Directional Distribution: 43% entering, 57% exiting

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.03	0.00 - 0.19	0.04

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 10

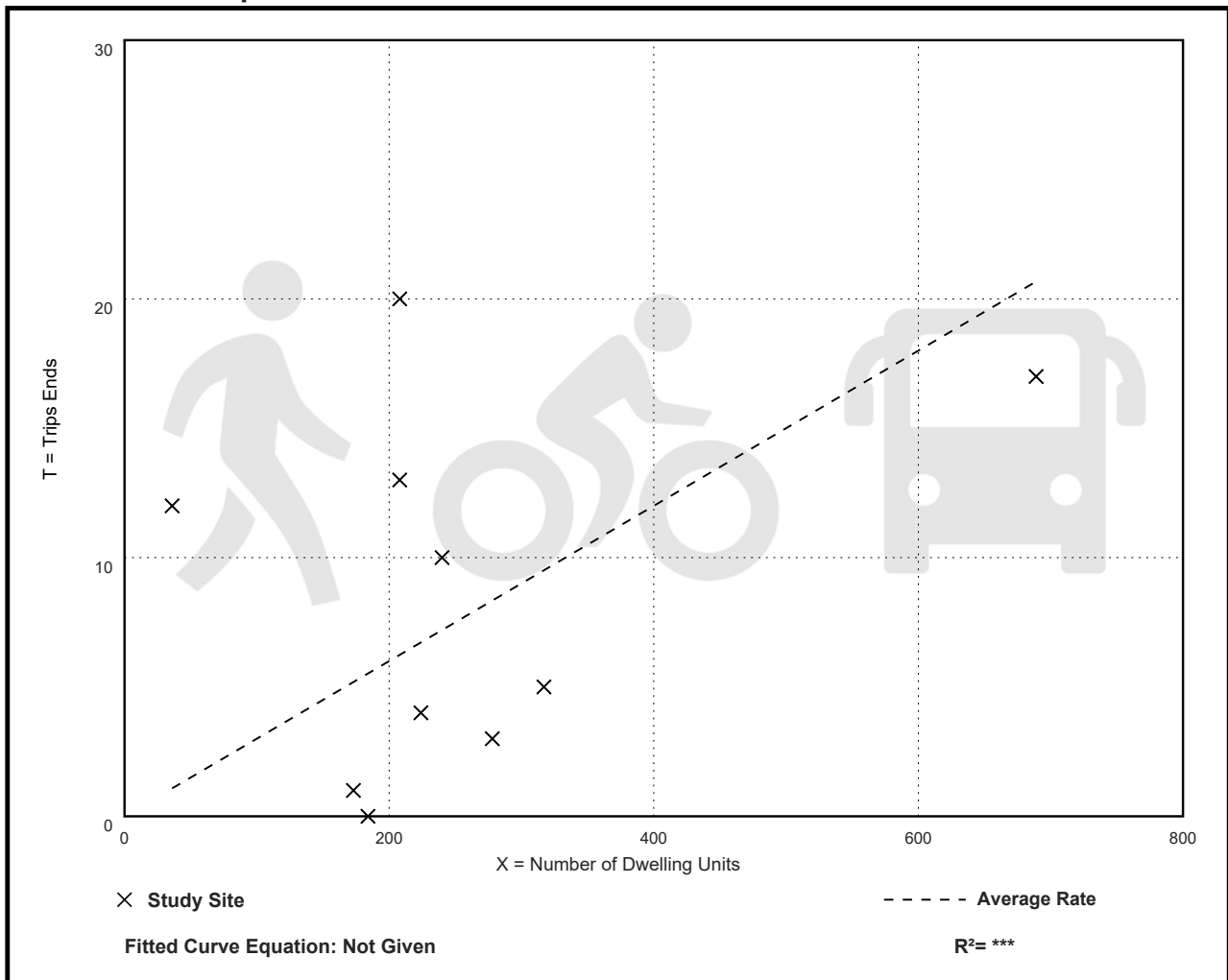
Avg. Num. of Dwelling Units: 256

Directional Distribution: 50% entering, 50% exiting

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.03	0.00 - 0.33	0.05

Data Plot and Equation



Multifamily Housing (Low-Rise) Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 9

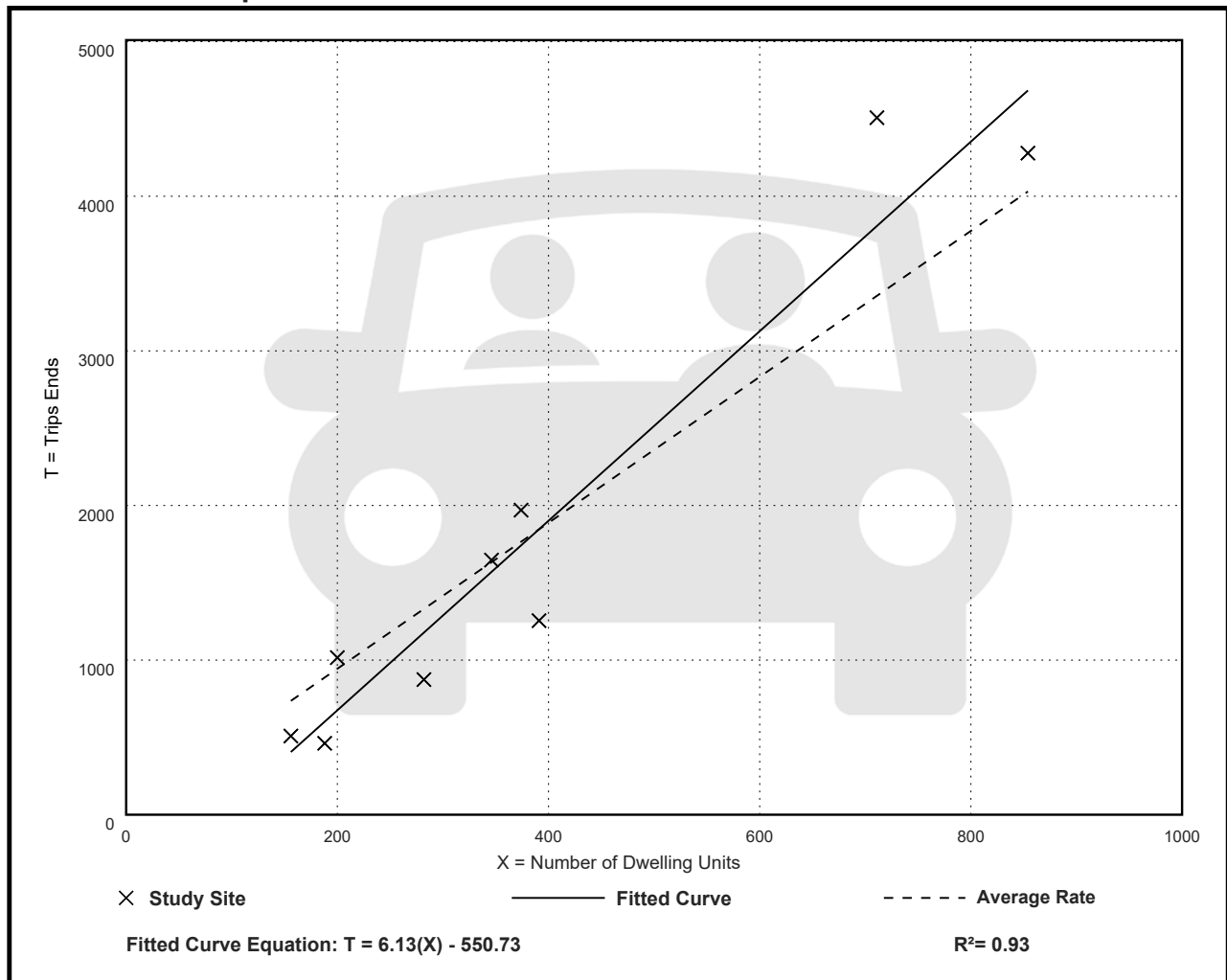
Avg. Num. of Dwelling Units: 389

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.72	2.46 - 6.34	1.27

Data Plot and Equation



Multifamily Housing (Low-Rise) Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 374

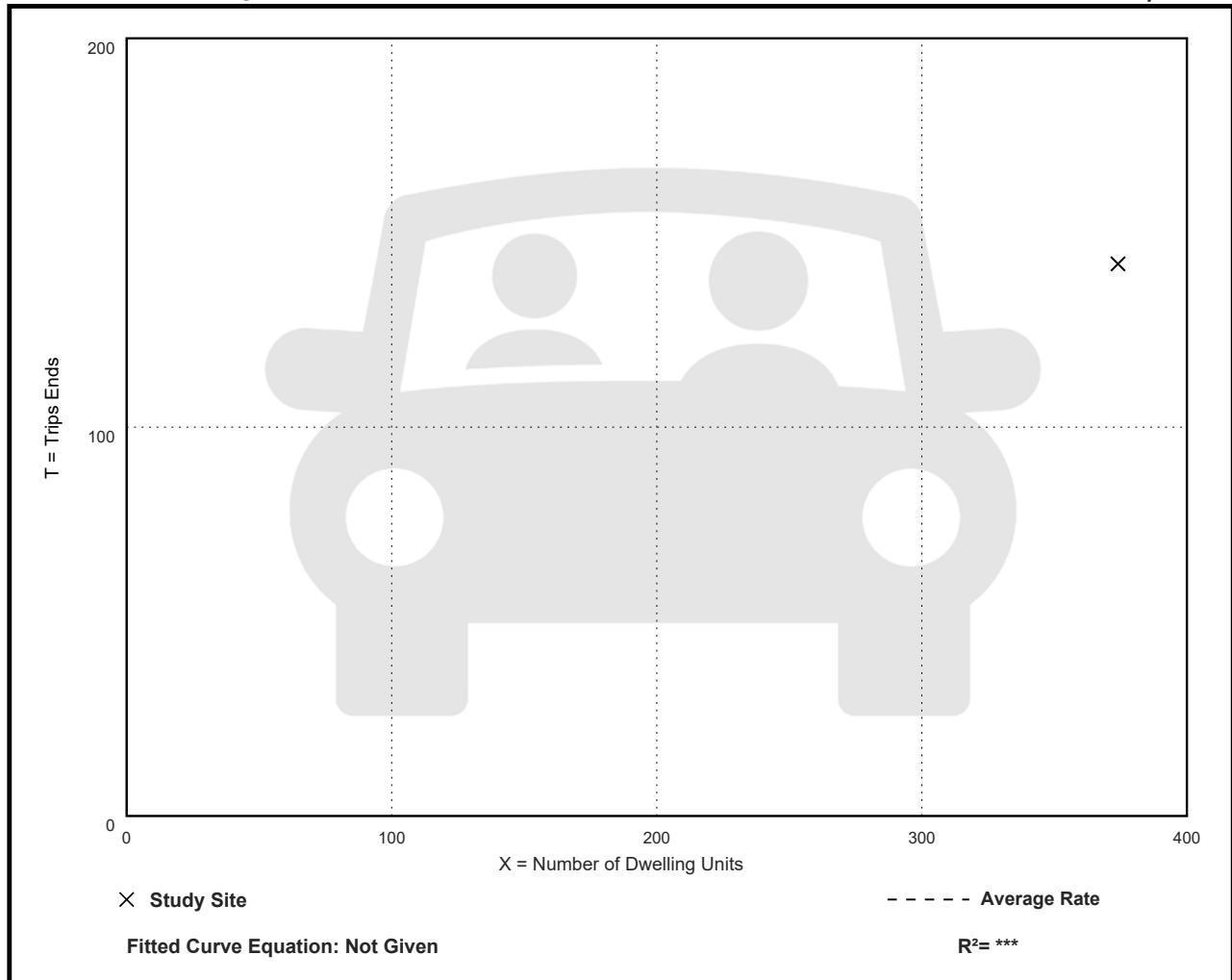
Directional Distribution: 29% entering, 71% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.38	0.38 - 0.38	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 374

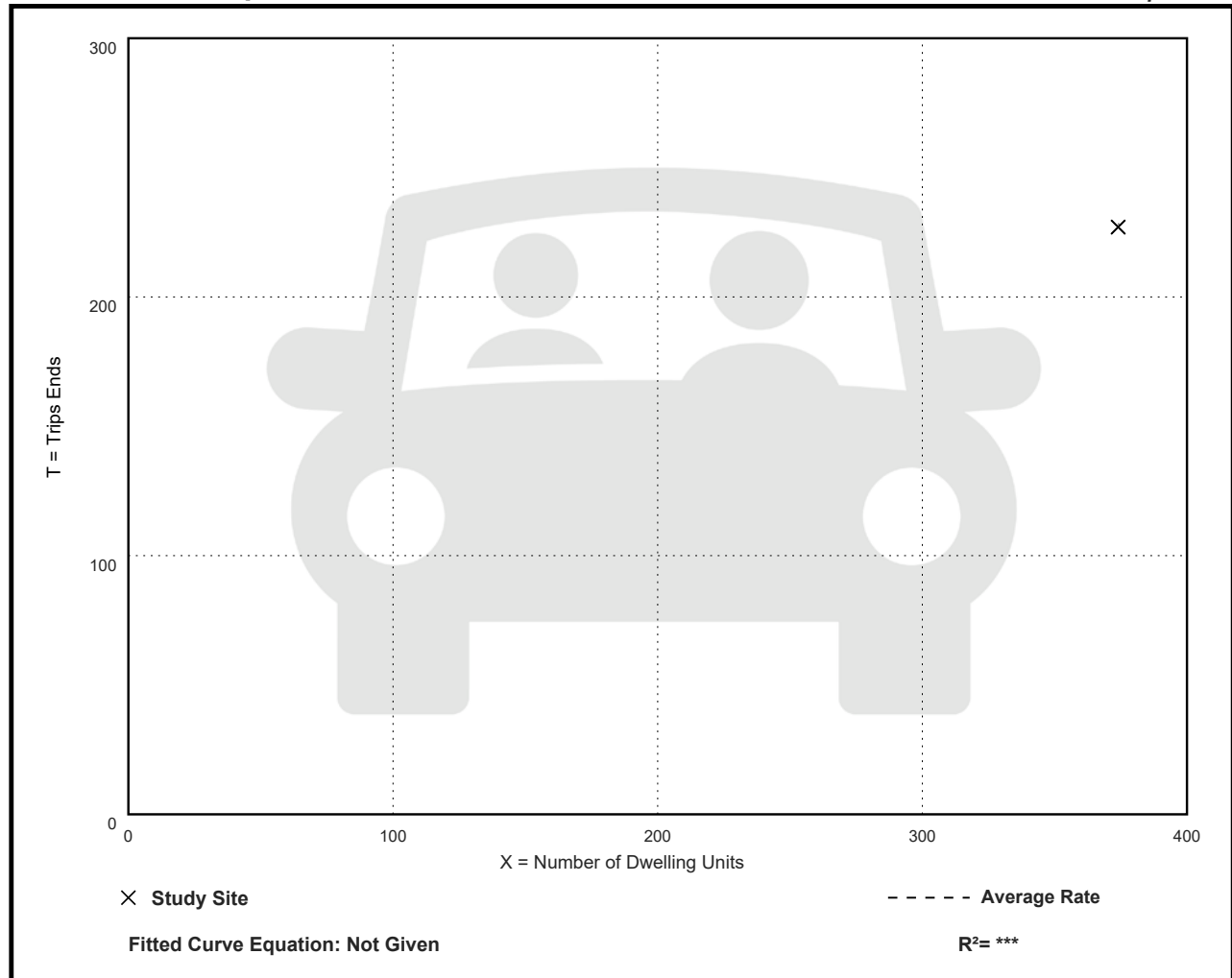
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.61	0.61 - 0.61	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 374

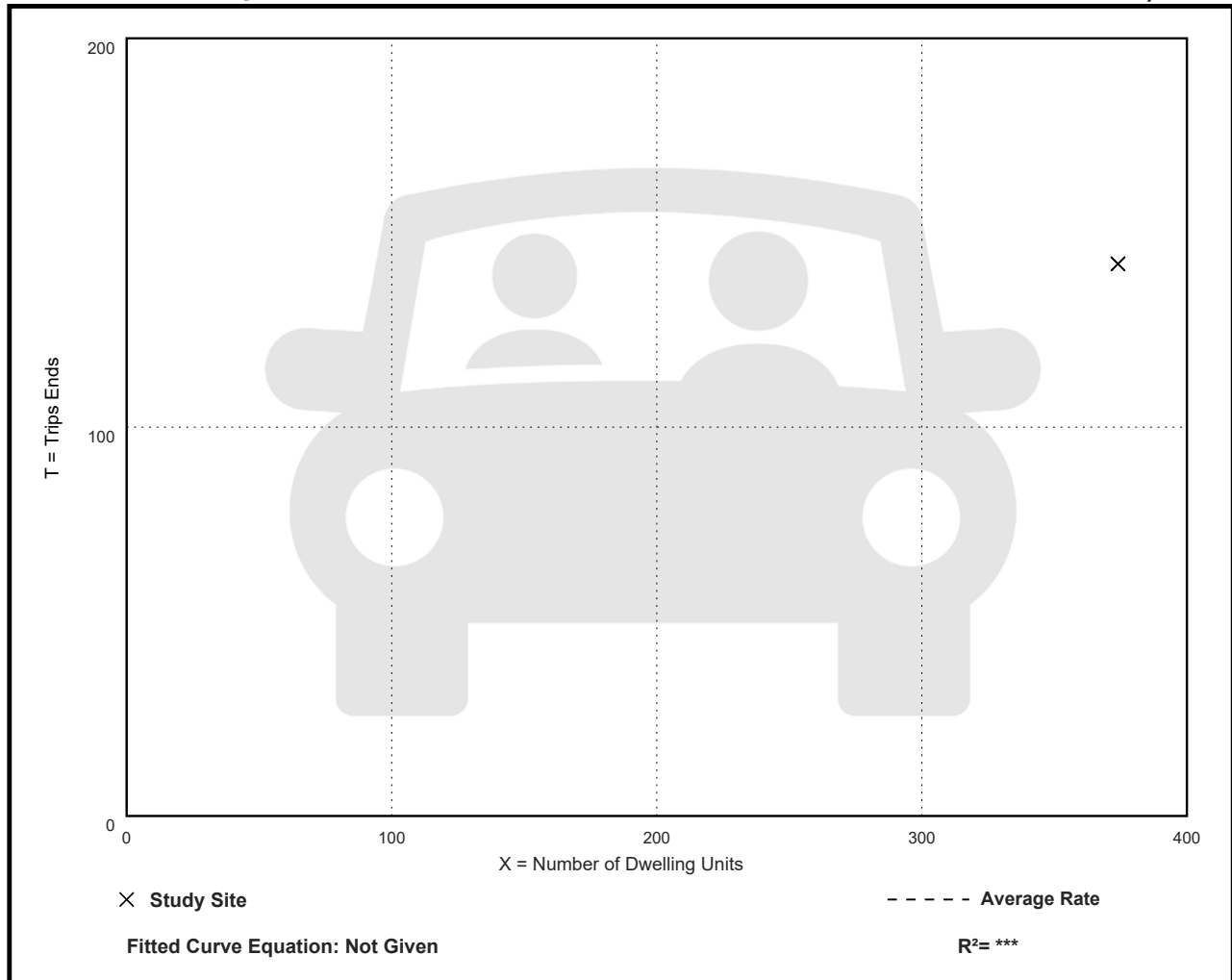
Directional Distribution: 29% entering, 71% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.38	0.38 - 0.38	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 374

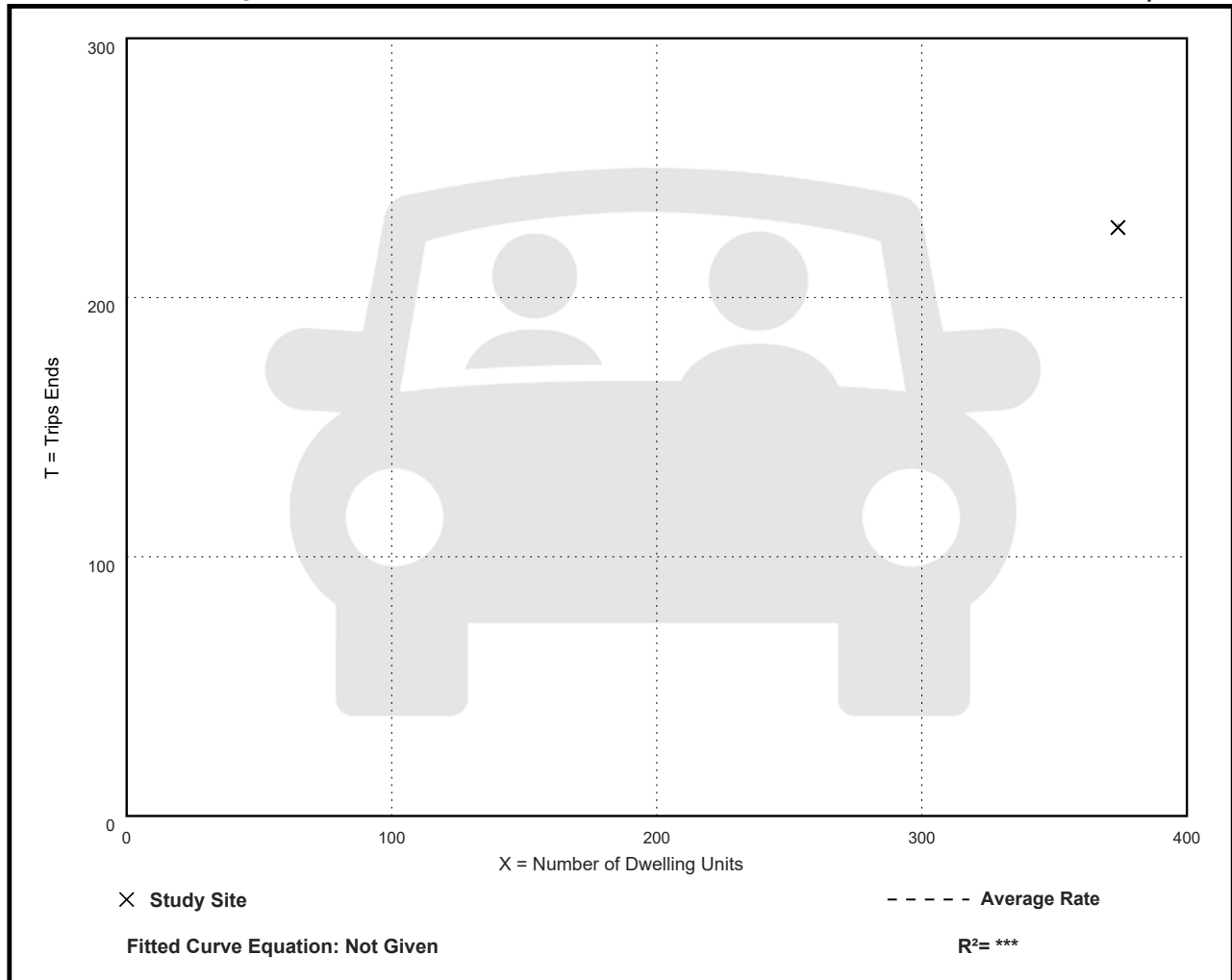
Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.61	0.61 - 0.61	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

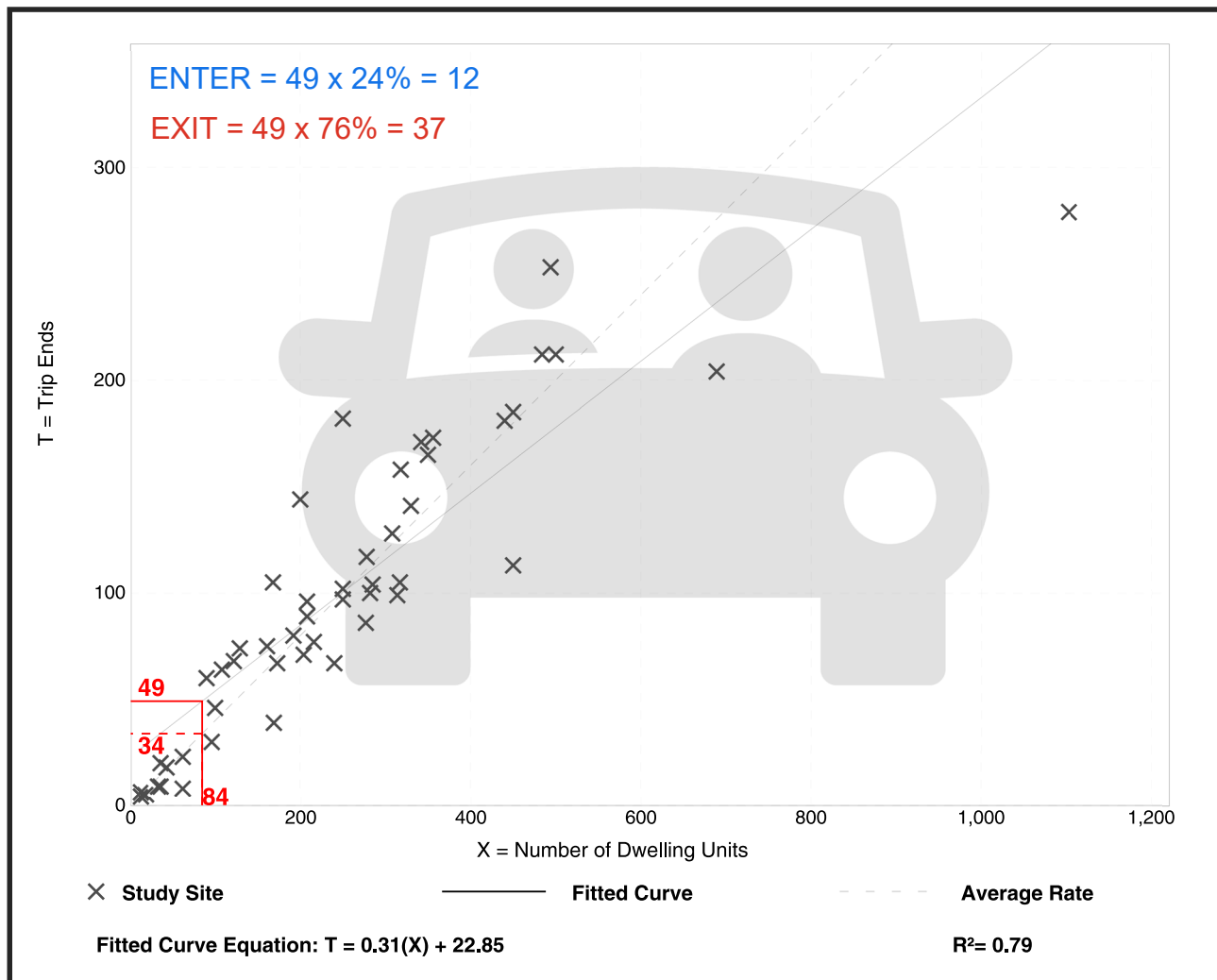
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban
 Number of Studies: 49
 Avg. Num. of Dwelling Units: 249
 Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

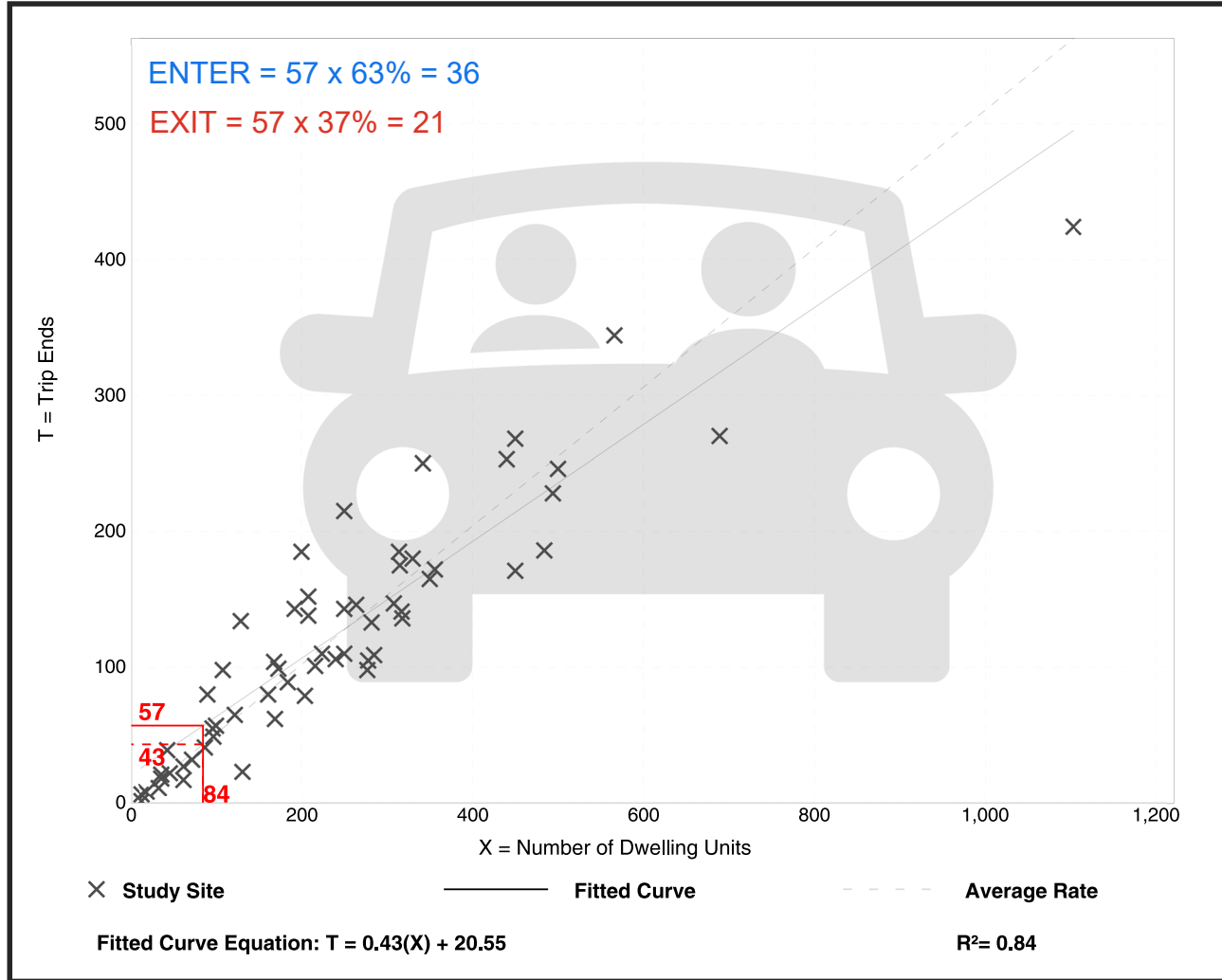
Data Plot and Equation



Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



The Reserve at Pinto Place – Sanitary Sewer Plan Project Description

The Reserve at Pinto Place is located on an approximate 10.35-acre tract being Tracts 19 & 20 of the Colonial Ranchettes, Inc., 13100 Pinto Lane, Fort Myers, Florida 33912. The subject property is located on the western side of Pinto Lane approximately 0.40 miles north of Florida Highway 876 (Daniels Parkway). The property is bounded on the west by residential, on the south by residential, and on the north by a drainage canal and easement.

The sanitary sewage generated by the project will be collected in an on-site gravity system consisting of 8” gravity sewer lines and manholes installed at appropriate locations. The system will discharge into a proposed private sewage lift station located on site. The private lift station will discharge into an existing public sanitary sewer manhole located approximately 1250’ south of the proposed project.

The Reserve at Pinto Place will consist of the following unit breakdown:

- 24 – 1 bedroom/1 bath units
- 24 – 2 bedroom/2 bath units
- 24 – 3 bedroom/2 bath units
- 12 – 4 bedroom/3 bath units

Based on the above unit spread the average daily sewage flow from The Reserve at Pinto Place project is calculated to be 27,600 GPD. With a peaking factor for Lee County of 3.5 the peak hourly flow is calculated to be 19.2 gpm.

Based on information provided by Lee County the existing gravity line into which this project will discharge flows into an existing pump station located at the Daniels Parkway Business Center. Also based on information provided, the aforementioned existing lift station was designed for a peak flow rate of 80 gpm with an estimated inflow of 76.89 gpm leaving less than 4 gpm of extra capacity. Therefore, existing lift station pumps will need to be analyzed and upgraded to accommodate the additional sewage flow from The Reserve at Pinto Place.

Detail analysis and upgrade recommendations will be determined during the preparation of construction documents for The Reserve at Pinto Place.

The Reserve at Pinto Place – Surface Water Management Plan Project Description

The Reserve at Pinto Place is located on an approximate 10.35-acre tract being Tracts 19 & 20 of the Colonial Ranchettes, Inc., 13100 Pinto Lane, Fort Myers, Florida 33912. The subject property is located on the western side of Pinto Lane approximately 0.40 miles north of Florida Highway 876 (Daniels Parkway). The property is bounded on the west by residential, on the south by residential, and on the north by a drainage canal and easement.

The existing runoff characteristics are described as gentle slopes toward existing ditch canals located bounding the property. There is an area toward the southeast portion in which a existing ditch canal enters the property toward the north to allow a low area to properly drain toward the existing bounding ditch canals.

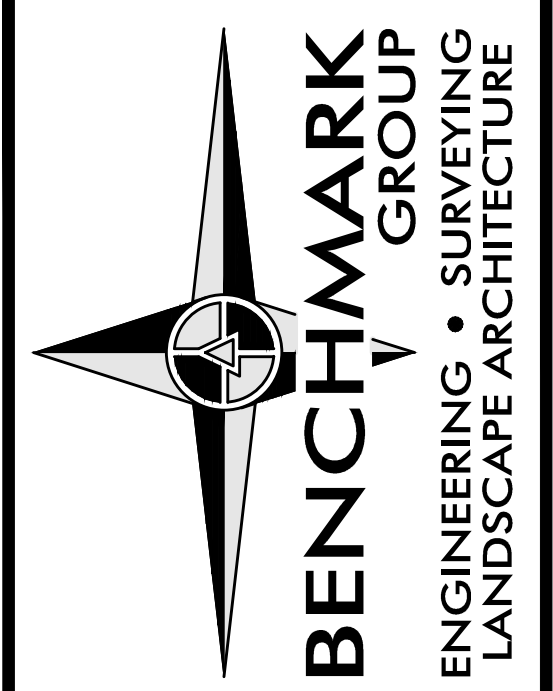
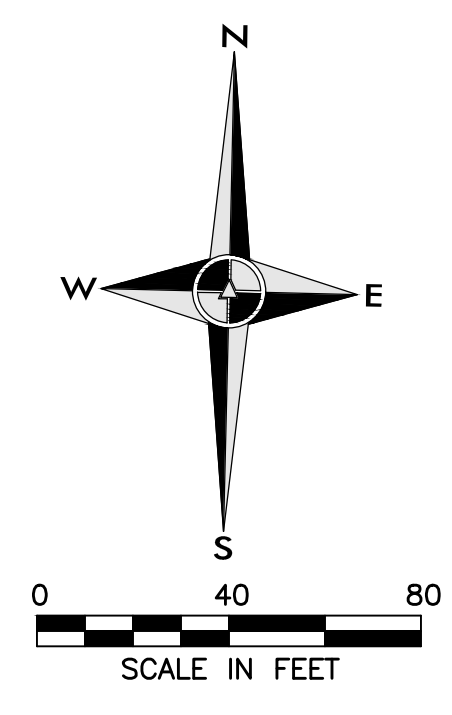
The drainage concept of the development will be to provide surface drainage. This surface drainage will be located within low areas which cannot naturally drain toward existing ditch canals. The parking lot will contain drainage inlets for proposed surface runoff. There are two existing ponds within the property. These will be utilized and modified for retention purposes prior to discharging said surface runoff collection into existing ditch canals exiting the property.

All existing ditch canals bounding the property will be preserved for the purpose of allowing development to enter a natural system. This allowance of discharge into a natural drainage system will allow for slow rate of translation into the existing waterways.

The property is located in Zone 'X' and not in a floodplain.

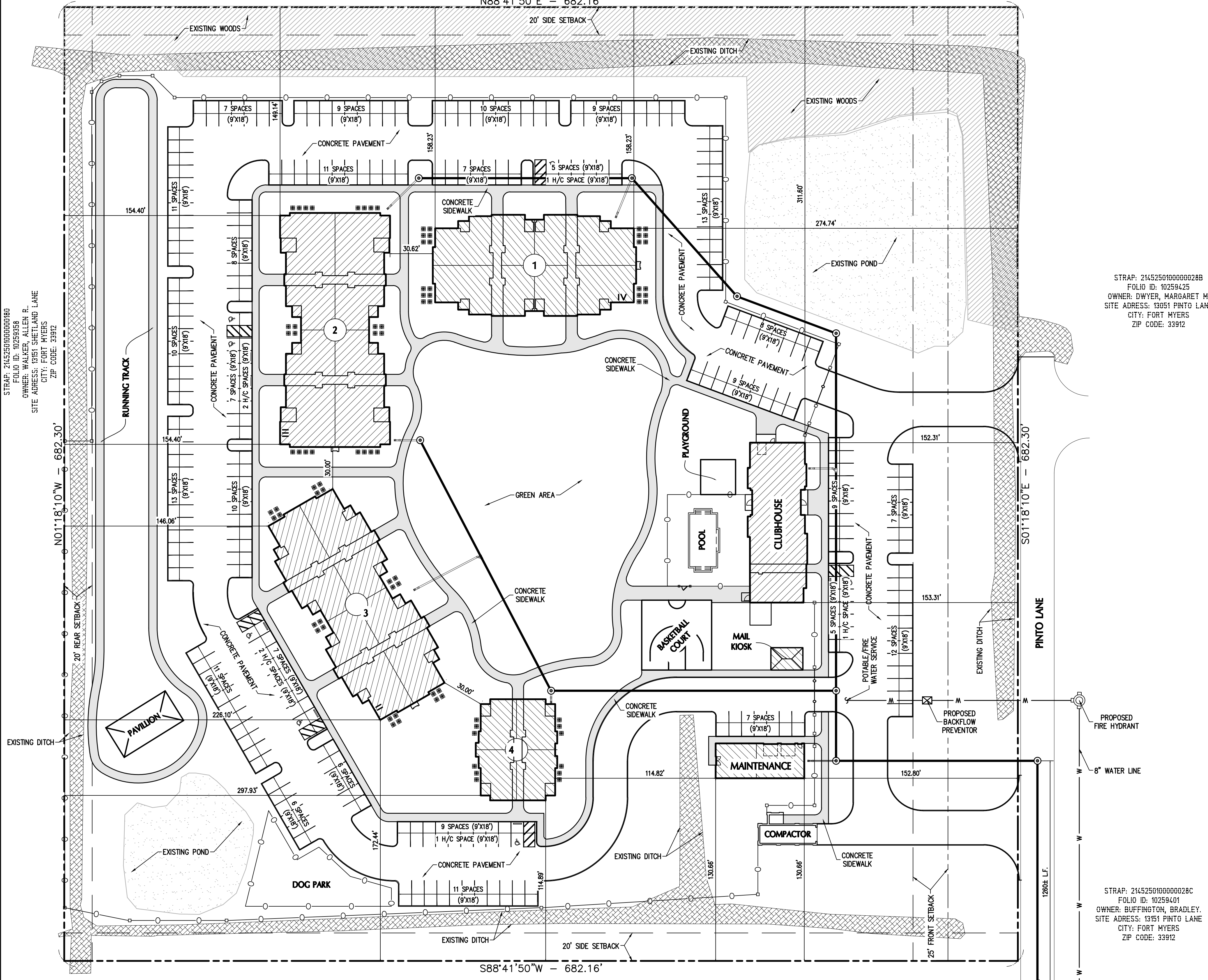
STRAP: 1645250000000000
 FOLIO ID: 10554547
 OWNER: CROSS CREEK ESTATES COMM ASSN
 SITE ADDRESS: CROSS CREEK ESTATES C/E
 CITY: FORT MYERS
 ZIP CODE: 33912

N88°41'50"E - 682.16'



BENCHMARK GROUP, L.L.C.
 12232 INDUSTRIALPLEX BLVD., SUITE 9
 BATON ROUGE, LOUISIANA 70809
 PHONE: 225.368.2475 FAX: 225.368.2476
 www.benchmarkgroupllc.com

PROJECT:



STRAP: 214525010000000288
 FOLIO ID: 10259425
 OWNER: DWYER, MARGARET M.
 SITE ADDRESS: 13051 PINTO LANE
 CITY: FORT MYERS
 ZIP CODE: 33912

STRAP: 214525010000000288
 FOLIO ID: 10259401
 OWNER: BUFFINGTON, BRADLEY
 SITE ADDRESS: 13051 PINTO LANE
 CITY: FORT MYERS
 ZIP CODE: 33912

STRAP: 21452501000000021A
 FOLIO ID: 10259363
 OWNER: PASKIET, ROBERT D. TR.
 SITE ADDRESS: 13200 PINTO LANE
 CITY: FORT MYERS
 ZIP CODE: 33912

FEMA FLOOD MAP INFORMATION:
 VERSION NUMBER:
 FIRM MAP NUMBER: 12071C0437H
 FIRM MAP DATE: NOVEMBER 17, 2022

OWNER/DEVELOPER:
 CST LAND DEVELOPERS, LLC
 1113 RANGE AVE., SUITE 110 BOX 126
 DENHAM SPRINGS, LA 70726
 PHONE: 225.427.8455
 CONTACT: TOM DELAHAYE
 EMAIL: tom@cstlanddevelopers.com

OVERALL PROPERTY:
 TOTAL GREENSPACE: 300,901 SQ.FT.±
 SQUARE FOOTAGE: 450,850 SQ.FT.±
 ACREAGE: 10.35-ACRES±

BUILDING SUMMARY:
 TOTAL APARTMENT BUILDINGS: 4
 TOTAL 1 BEDROOM: 24
 TOTAL 2 BEDROOM: 24
 TOTAL 3 BEDROOM: 24
 TOTAL 4 BEDROOM: 12
 BUILDING HEIGHT: APPROX. 47'

PARKING SUMMARY:
 SITE USAGE: MULTI-FAMILY RESIDENTIAL
 PARKING REQUIRED:
 2 SPACES/UNIT (168 SPACES)
 10% GUEST PARKING (17 SPACES)
 H/C ACCESSIBLE: 7 SPACES/201-300 SPACES
 VEHICLE PARKING:
 185 SPACES REQUIRED / 244 SPACES PROVIDED
 SURFACE SPACES: 244 SPACES TOTAL
 STANDARD: 237 SPACES
 H/C ACCESSIBLE: 7 SPACES

LEGEND:
 ○ PROPOSED SANITARY SEWER MANHOLE
 — PROPOSED SANITARY SEWER SERVICE
 — PROPOSED SANITARY SEWER LINE

PLANNING SUMMARY:
 ACREAGE: 10.35-ACRES±
 EXISTING ZONING: AG-2 - AGRICULTURAL
 EXISTING FUTURE LAND USE: OUTLYING SUBURBAN
 PROPOSED USE: MULTI-FAMILY RESIDENTIAL
 NO. OF BUILDINGS: 6
 TOTAL UNITS: 84
 DENSITY: 8.12 UNITS/ACRE
 PROPOSED ZONING: PLANNED DEVELOPMENT
 PROPOSED FUTURE LAND USE: CENTRAL URBAN

THE RESERVE AT PINTO PLACE - PLANNED DEVELOPMENT (PD)
PROJECT DESCRIPTION:
 THE RESERVE AT PINTO PLACE - PLANNED DEVELOPMENT (PD)
 PROJECT DESCRIPTION
 THE RESERVE AT PINTO PLACE IS LOCATED ON AN APPROXIMATE 10.35-ACRE TRACT BEING TRACTS 19 & 20 OF THE COLONIAL RANCHETTES, INC., 13100 PINTO LANE, FORT MYERS, FLORIDA 33912. THE SUBJECT PROPERTY IS LOCATED ON THE WESTERN SIDE OF PINTO LANE APPROXIMATELY 0.40 MILES NORTH OF FLORIDA HIGHWAY 876 (DANIELS PARKWAY). THE PROPERTY IS BOUNDED ON THE WEST BY RESIDENTIAL, ON THE SOUTH BY RESIDENTIAL, AND ON THE NORTH BY A DRAINAGE CANAL AND EASEMENT.
 THE EXISTING ZONING AND FUTURE LAND USE IS AG-2 (AGRICULTURAL) AND OUTLYING SUBURBAN, RESPECTIVELY. TO ACCOMMODATE THE DENSITY REQUIRED FOR THE MULTI-FAMILY DEVELOPMENT, THE PROJECT WOULD REQUEST THE CHANGE FROM OUTLYING SUBURBAN TO CENTRAL URBAN. THIS WOULD ALLOW FOR THE PROPOSED 8.11 UNITS/ACRE FOR THE MULTI-FAMILY DEVELOPMENT.
 THE RESERVE AT PINTO PLACE WILL CONSIST OF FOUR (4) MULTI-FAMILY RESIDENTIAL BUILDINGS, A CLUBHOUSE, MAINTENANCE BUILDING, TRASH COMPACTOR AND MAIL KIOSK. THE RESIDENTS WILL HAVE ACCESS TO AMENITIES SUCH AS A SWIMMING POOL, BASKETBALL COURT, PLAYGROUND, WALKING TRAIL, DOG PARK AND GREAT LAWN AREA.
 THE RESERVE AT PINTO PLACE SIX (6) BUILDINGS TOTAL APPROXIMATELY 111,970 SQUARE FEET WHICH WILL BE COMPRISED OF APARTMENT BUILDINGS (105,650 SQUARE FEET), CLUBHOUSE (4,754 SQUARE FEET) AND MAINTENANCE BUILDING (1,566 SQUARE FEET). TWO HUNDRED FORTY-FOUR (244) OFF-STREET PARKING SPACES WILL BE PROVIDED TO SUPPORT THE FOUR (4) RESIDENTIAL BUILDINGS AND CLUBHOUSE ALONG WITH SUPPORTING DRIVEWAYS, AND UTILITIES. AS STATED ABOVE, THE PROPOSED DENSITY WILL BE 8.11 UNITS/ACRE ALONG WITH MEETING THE REQUIRED OPEN SPACE PER LEE COUNTY ORDINANCE.
 OPEN SPACE PROVIDED FOR THE RESERVE AT PINTO PLACE WILL INCLUDE APPROXIMATELY 6.90-ACRES (65%) WITH A LARGE PORTION OF THE OPEN SPACE/COMMON AREA LOCATED WITHIN THE GREAT LAWN AREA. LANDSCAPE BUFFERS MEETING THE LEE COUNTY REQUIREMENTS WILL BE PROVIDED BETWEEN THE MULTI-FAMILY AREA AND THE SURROUNDING RESIDENTIAL LOTS. VISUAL SCREENS WILL INCLUDE TYPICAL STREET PLANTING ALONG PINTO LANE AND A 6-FT.-TALL WOOD FENCE AND LANDSCAPING BETWEEN THE MULTI-FAMILY AREA AND THE SURROUNDING RESIDENTIAL LOTS.

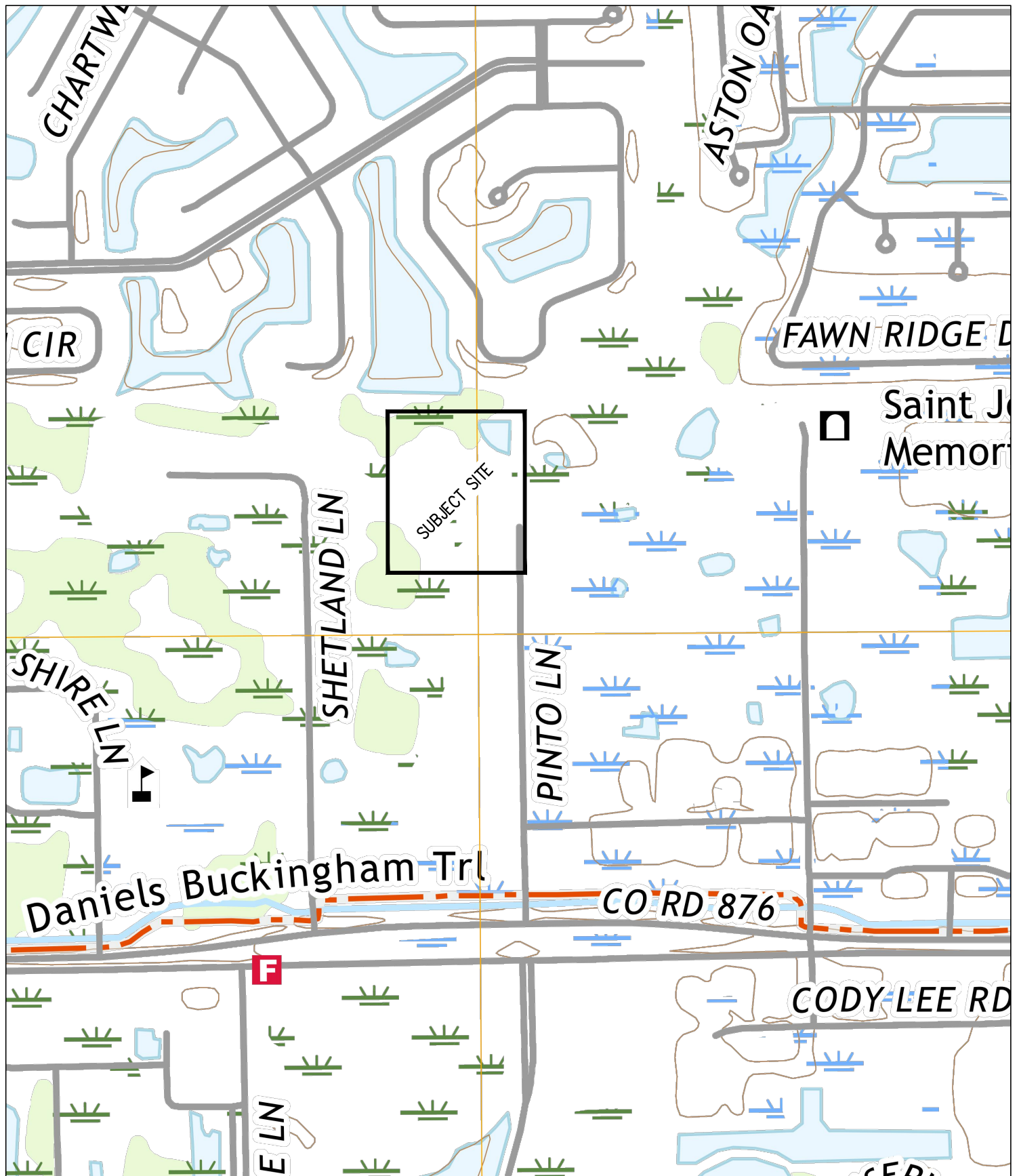
STAMP:

This document is preliminary & not for construction until such time as the document is signed & sealed.

REVISION: DATE: COMMENT:
 A 04/19/24 FOR REVIEW

BMG PROJECT NO.: MISC
 FILE: 24017_PintoLane_zGEO.dwg
 DRAWN BY: MAB
 DATE: 04/18/24 SCALE: 1" = 40'

MASTER CONCEPT PLAN
 SHEET NUMBER:
1



BENCHMARK GROUP, L.L.C.

11328 PENNYWOOD AVENUE • BATON ROUGE, LOUISIANA 70809
 PHONE: 225.368.2475 • FAX: 225.368.2476 • www.benchmarkgroupllc.com

FILE: Topography

DRAWN BY: MAB

PROJECT NO.: 24-017

DATE: 06/24/24

The Reserve at Pinto Place – Planned Development (PD) Project Description

The Reserve at Pinto Place is located on an approximate 10.35-acre tract being Tracts 19 & 20 of the Colonial Ranchettes, Inc., 13100 Pinto Lane, Fort Myers, Florida 33912. The subject property is located on the western side of Pinto Lane approximately 0.40 miles north of Florida Highway 876 (Daniels Parkway). The property is bounded on the west by residential, on the south by residential, and on the north by a drainage canal and easement.

The existing zoning and future land use is AG-2 (Agricultural) and Outlying Suburban, respectively. To accommodate the density required for the multi-family development, the project would request the change from Outlying Suburban to Central Urban. This would allow for the proposed 8.11 units/acre for the multi-family development.

The Reserve at Pinto Place will consist of four (4) multi-family residential buildings, a clubhouse, maintenance building, trash compactor and mail kiosk. The residents will have access to amenities such as a swimming pool, basketball court, playground, walking trail, dog park and great lawn area.

The Reserve at Pinto Place six (6) buildings total approximately 111,970 square feet which will be comprised of apartment buildings (105,650 square feet), clubhouse (4,754 square feet) and maintenance building (1,566 square feet). Two hundred forty-four (244) off-street parking spaces will be provided to support the four (4) residential buildings and clubhouse along with supporting driveways, and utilities. As stated above, the proposed density will be 8.11 units/acre along with meeting the required open space per Lee County Ordinance.

Open space provided for The Reserve at Pinto Place will include approximately 6.90-acres (65%) with a large portion of the open space/common area located within the great lawn area. Landscape buffers meeting the Lee County requirements will be provided between the multi-family area and the surrounding residential lots. Visual screens will include typical street planting along Pinto Lane and a 6-ft.-tall wood fence and landscaping between the multi-family area and the surrounding residential lots.