APPLICATION FOR PLANNED DEVELOPMENT PUBLIC HEARING UNINCORPORATED AREAS ONLY

Project Name: New Life Church Expansion Community Facilities Planned Development

Request: Rezone from: AG-2 To: CFPD

Type: ☒ Major PD ☐ Minor PD ☐ DRI w/Rezoning ☐ PRFPD
☐ Major PD Amendment ☐ Minor PD Amendment

Bonus Density included? ☒ NO ☐ YES[1] for: _____ Bonus Units

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

Summary of Project:

This project is requesting the rezoning to a Communities Facilities Planned Development (CFPD) to obtain the right for place of worship, non-commercial school (private), private onsite recreational facilities and administrative offices

PART 1
APPLICANT/AGENT INFORMATION

A. Name of Applicant: Quattrone & Associates, Inc
Address: 4301 Veronica Shoemaker Blvd,
City, State, Zip: Fort Myers, FL, 33966
Phone Number: 239-936-5222
E-mail Address: permits@qainc.net

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

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

☒ Applicant has been authorized by the owner(s) to represent them for this action. **[34-202(a)(3)]**

☐ Application is County initiated. Attach BOCC authorization.

C. Authorized Agent: (If different than applicant) Name of the person who is to receive all County-initiated correspondence regarding this application. [34-202(a)(4)]

1. Company Name: Quattrone & Associates, Inc
Contact Person: Jhonny Foronda
Address: 4301 Veronica Shoemaker Blvd,
City, State, Zip: Fort Myers, FL, 33966
Phone Number: 239-936-5222 Email: permits@qainc.net; jforonda@qainc.net

2. Additional Agent(s): Provide the names of other agents that the County may contact concerning this application. **[34-202(a)(4)]**

PART 2
PROPERTY OWNERSHIP

A. Property owner(s): If multiple owners (corporation, partnership, trust, association), provide a list with owner interest. [34-202(a)(2)]

Name: New Covenant Fellowship Ministries
Address: 11735 Plantation Rd
City, State, Zip: Fort Myers, FL, 33966
Phone Number: _____ Email: _____

B. Disclosure of Interest [34-202(a)(2)]:

☒ Attach Disclosure of Interest Form.

C. Multiple parcels:

☐ Property owners list. **[34-202(a)(8)]**
☐ Property owners map. **[34-202(a)(8)]**

D. Certification of Title and Encumbrances [34-202(a)(7)]

1. Title certification document, no greater than 90 days old.
2. Date property was acquired by present owner(s): Feb. 25, 1999

PART 3
PROPERTY INFORMATION

A. STRAP Number(s): [Attach extra sheets if additional space is needed.] **[34-203(a)(5)]**
07-45-25-08-00000.009A

B. Street Address of Property: 11735 Plantation Rd, Fort Myers, FL, 33966

C. Legal Description (must submit) [34-202(a)(5)]:

☒ Legal description (metes and bounds) (8½"x11") and sealed sketch of the legal description.
OR
☐ Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
AND

Boundary Survey [34-202(a)(6):

☒ A Boundary survey, tied to the state plane coordinate system.
OR
☐ Not required if the property is located within a subdivision platted per F.S. Chapter 177.

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

1. ☒ List of surrounding property owners. **[34-202(a)(9)]**
2. ☒ Map of surrounding property owners. **[34-202(a)(9)]**
3. ☒ One set of mailing labels. **[34-202(a)(9)]**

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

E. Current Zoning of Property: AG-2

☐ Provide a list of all Zoning Resolutions and Zoning Approvals applicable to the subject property.

F. Use(s) of Property:

1. Current uses of property are: Place of worship and religious facilities
2. Intended uses of property are: Place of worship and religious facilities, private school, recreation facilities

G. Future Land Use Classification (Lee Plan):

CFPD		Acres	100	% of Total
		Acres		% of Total
		Acres		% of Total

H. Property Dimensions:

1. Width (average if irregular parcel): ±835 Feet
2. Depth (average if irregular parcel): ±946 Feet
3. Total area: 18.13 Acres or square feet
4. Frontage on road or street: ±449 Feet on Plantation Rd Street
   2nd Frontage on road or street: _____ Feet on _____ Street

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

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

J. Waivers from Application Submission Requirements: Attach waivers, if any, approved by the Director of Zoning. **[34-201(c)]**

PART 4
TYPES OF LAND AREA ON PROPERTY

A.	**Gross Acres (total area within described parcel)**		**18.13**	**Acres**
1.	Submerged land subject to tidal influence		_____ Acres	
2.	**a.** Preserved freshwater wetlands	_____ Acres		
	b. Impacted wetlands	_____ Acres		
	c. Preserved saltwater wetlands	_____ Acres		
	d. Total wetlands (A.2.a. plus A.2.b. plus A.2.c.)		_____ Acres	
3.	R-O-W providing access to non-residential uses		_____ Acres	
4.	Non-residential use areas (1) (2)		_____ Acres	
B.	**Total area not eligible as gross residential acreage** (Items A.1. + A.3. + A.4.).		**0**	**Acres**
C.	**Gross residential acres. (A minus B)** (3)		_____	**Acres**
D.	**Gross residential acres (by Land Use Category)**			
1.	**a.** Intensive Development – upland		_____ Acres	
	b. Intensive Development – preserved freshwater wetlands		_____ Acres	
	c. Intensive Development – impacted wetlands		_____ Acres	
2.	**a.** Central Urban – upland		_____ Acres	
	b. Central Urban – preserved freshwater wetlands		_____ Acres	
	c. Central Urban – impacted wetlands		_____ Acres	
3.	**a.** Urban Community or Suburban – upland		_____ Acres	
	b. Urban Community or Suburban – preserved freshwater wetlands		_____ Acres	
	c. Urban Community or Suburban – impacted wetlands		_____ Acres	

4.	**a.**	Suburban – upland	_____	Acres
	b.	Suburban – preserved freshwater wetlands	_____	Acres
	c.	Suburban – impacted wetlands	_____	Acres
5.	**a.**	Outlying Suburban – upland	_____	Acres
	b.	Outlying Suburban – preserved freshwater wetlands	_____	Acres
	c.	Outlying Suburban – impacted wetlands	_____	Acres
6.	**a.**	Sub-Outlying Suburban – upland	_____	Acres
	b.	Sub-Outlying Suburban – preserved freshwater wetlands	_____	Acres
	c.	Sub-Outlying Suburban – impacted wetlands	_____	Acres
7.	**a.**	Rural, Outer Island, Rural Community Preserve – upland	_____	Acres
	b.	Rural, Outer Island, Rural Community Preserve – wetlands	_____	Acres
8.	**a.**	Open Lands – upland	_____	Acres
	b.	Open Lands – wetlands	_____	Acres
9.	**a.**	Resource – upland	_____	Acres
	b.	Resource – wetlands	_____	Acres
10.	**a.**	Wetlands	_____	Acres
11.	**a.**	New Community – upland	_____	Acres
	b.	New Community – wetlands	_____	Acres
12.	**a.**	University Community – upland	_____	Acres
	b.	University Community – wetlands	_____	Acres
13.	**a.**	Coastal Rural – upland	_____	Acres
	b.	Coastal Rural – wetlands	_____	Acres
		TOTAL (should equal "C" above)	**0**	**Acres**

Notes:

(1) Lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses must not be included except within the Mixed Use Overlay {see Note (2) below}.

(2) Within the Mixed Use Overlay, lands for commercial, office, industrial uses, natural water bodies, and other non-residential uses may be included in density calculations {see Lee Plan Objective 4.3}.

(3) Lands to be used for residential uses including land within the development proposed to be used for streets & street rights of way, utility rights-of-way, public & private parks, recreation & open space, schools, community centers, & facilities such as police, fire & emergency services, sewage & water, drainage, and existing man-made waterbodies.

PART 5
RESIDENTIAL DEVELOPMENT - PRELIMINARY DENSITY CALCULATIONS

i. Complete only if living units are proposed in a Future Land Use Category.

ii. If more than one classification, calculations for each classification must be submitted. Attach extra sheets as necessary.

iii. If wetlands are located on the property, density calculations are considered preliminary pending a wetlands jurisdictional determination.

A. Future Land Use Category: Central Urban

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

Note:

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

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

		Height	Total Floor Area (Square Feet)
A.	**Commercial**		
1.	Medical		
2.	General Office		
3.	Retail		
4.	Other: Religious Facilities	45 FT	140,000
5.	**TOTAL FLOOR AREA**		140,000

		Height	Total Floor Area (Square Feet)
B.	**Industrial**		
1.	Under Roof		
2.	Not Under Roof		
3.	**TOTAL FLOOR AREA**		

		Depth	Total Acres
C.	**Mining**		
1.	Area to be excavated		

		Height	Total Beds/Units
D.	**Assisted Living Facilities**		
1.	Dependent Living Units		
2.	Independent Living Units		
3.	**TOTAL BEDS/UNITS**		

		Height	Total Rental Units
E.	**Hotels/Motels (Room Size)**		
1.	< 425 sq. ft.		
2.	426-725 sq. ft.		
3.	725 < sq. ft.		
4.	**TOTAL UNITS**		

PART 7
ACTION REQUESTED

A.

Request Statement: Provide a single narrative explaining the nature of the request and how the property qualifies for the rezoning to a planned development. This narrative should include how the proposed development complies with the Lee Plan, the Land Development Code, and the applicable findings/review criteria set forth in LDC section 34-145(d)(4). This narrative may be utilized by the Board of County Commissioners, Hearing Examiner and staff in establishing a factual basis for the granting or denial of the rezoning. **[34-373(a)(5)]**

B.

Traffic Impact Statement. A traffic impact statement in a format and to the degree of detail required by the County and in conformance with the adopted Lee County Administrative Code. TIS is not required for an existing development. **[34-373(a)(7)]**

C.

Master Concept Plan:

1. **Master Concept Plan, Non-PRFPD:** A graphic illustration (Master Concept Plan) of the proposed development, showing and identifying the information required by LCLDC Section 34-373(a)(6)a. Copies of the Master Concept Plan must be provided in two sizes, 24”x36” and 11”x17”, and must be clearly legible and drawn at a scale sufficient to adequately show and identify the required information. In addition to the Master Concept Plan, an open space design plan delineating the indigenous preserves and/or native tree preservation areas as required by LDC Section 10-415(b) must be submitted. **[34-373(a)(6)]**
2. **Schedule of Uses:** A schedule of uses keyed to the Master Concept Plan as well as a summary for the entire property including the information required by LCLDC Section 34-373(a)(8)]. **[34-373(a)(8)]**

3. **Schedule of Deviations and Written Justification:** A schedule of deviations and a written justification for each deviation requested as part of the Master Concept Plan accompanied by documentation including sample detail drawings illustrating how each deviation would enhance the achievement of the objectives of the planned development and will not cause a detriment to public interests. The location of each requested deviation must be located/shown on the Master Concept Plan. **[34-373(a)(9)]**

D. Bonus Density: [34-202(a)(11)]

☒ Not Applicable

☐ Bonus Density will be used. Provide the number of Bonus Density units being requested and a narrative of how the request meets the requirements of LDC Section 2-146.

PART 8
ENVIRONMENTAL REQUIREMENTS

A. Topography: Describe the range of surface elevations of the property. Attach a county topographic map (if available) or a USGS quadrangle map showing the subject property. **[34-373(a)(4)b.iv.]**

Please see attached Topographic Boundary Survey prepared by K.E. Trask, P.A. Land Surveyors

B. Sensitive Lands: Identify any environmentally sensitive lands, including, but not limited to, wetlands (as defined in the LEE Plan Section XII), flowways, creek beds, sand dunes, other unique land forms [see LEE Plan Policy 77.1.1 (2)] or listed species occupied habitat [see LCLDC Section 10-473(f)].

There are no sensitive lands

C. Preservation/Conservation of Natural Features: Describe how the lands listed in PART 6.B. above will be protected by the completed project:

Not Applicable

D. Shoreline Stabilization: If the project is located adjacent to navigable natural waters, describe the method of shoreline stabilization, if any, being proposed:

Not Applicable

E. Soils Map: Attach maps drawn at the same scale as the Master Concept Plan marked or overprinted to show the soils classified in accordance with the USDA/SCS System. **[34-373(a)(4)b.i.]**

F. FLUCCS Map: A Florida Land Use, Cover and Classification System (FLUCCS) map, at the same scale as the Master Concept Plan, prepared by an environmental consultant. The FLUCCS map must clearly delineate any Federal and State jurisdictional wetlands and other surface waters, including the total acreage of Federal and State wetlands. **[34-373(a)(4)c.]**

G. Rare & Unique Upland Habitat Map: Maps drawn at the same scale as the Master Concept Plan marked or overprinted to show significant areas of rare and unique upland habitat as defined in the LEE Plan Section XII. **[34-373(a)(4)b.iii.]**

H. Existing and Historic Flow-Ways Map: Map(s) drawn at the same scale as the master concept plan marked or overprinted to show existing and historic flow-ways. **[34-373(a)(4)b.v.]**

PART 9
SANITARY SEWER & POTABLE WATER FACILITIES

A. Special Effluent: If the discharge of any special effluent is anticipated, please specify what it is and what strategies will be used to deal with its' special characteristics:

Not Applicable

B. Private On-Site Facilities: If a private on-site wastewater treatment and disposal facility is proposed, please provide a detailed description of the system including:

1. Method and degree of treatment:
   Not Applicable
2. Quality of the effluent:
   Not Applicable

3. Expected life of the facility:
Not Applicable

4. Who will operate and maintain the internal collection and treatment facilities:
Not Applicable

5. Receiving bodies or other means of effluent disposal:
Not Applicable

C. Spray Irrigation: If spray irrigation will be used, specify:

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

2. Current water table conditions:
12.80' NAVD

3. Proposed rate of application:
TBD

4. Back-up system capacity:
TBD

PART 10
ADDITIONAL REQUIREMENTS

A. Major Planned Developments:

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

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

C. Development of Regional Impact: Binding letter of interpretation from DCA or a complete and sufficient ADA. (See also Application for Public Hearing for DRI Form.) **[34-373(d)(9)]**

D. Private Recreational Facility Planned Developments (PRFPDs):

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

5. **Environmental Assessment.** An Environmental Assessment must be provided which includes, at a minimum, an analysis of the environment, historical and natural resources. **[34-941(g)(2)]**

6. **Demonstration of Compatibility.** Written statements concerning how the applicant will assure the compatibility of the proposed development with nearby land uses (by addressing such things as noise, odor, lighting and visual impacts), and the adequate provision of drainage, fire and safety, transportation, sewage disposal and solid waste disposal must be provided. **[34-941(g)(4)]**

E. Potable Water & Central Sewer. Will the project be connected to potable water and central sewer as part of any development of the property?

☒ **YES** (Provide a letter from the appropriate Utility to which the connection(s) are proposed confirming availability of service.) **[34-202(a)(10)]**

☐ **NO** (Provide a narrative explaining why the connection is not planned and how the water and sewer needs of the project will be met.) **[34-202(a)(10)]**

F. Existing Agricultural Use: If the property owner intends to continue an existing agricultural use on the property subsequent to the zoning approval, an Existing Agricultural Use Affidavit must be provided. Entitle as "Existing Agricultural Uses at Time of Zoning Application." **[34-202(a)(12)]**

G. Flood Hazard:

☐ Not applicable

☒ The property is within an Area of Special Flood Hazard as indicated in the Flood Insurance Rate Maps (FIRM)s.

☐ The minimum elevation required for the first habitable floor is _____ NAVD (MSL)

H. Excavations/Blasting:

☒ No blasting will be used in the excavation of lakes or other site elements.

☐ If blasting is proposed, provide Information Regarding Proposed Blasting (including soil borings, a map indicating the location of the proposed blasting, and other required information).

I. Hazardous Materials Emergency Plan for Port Facilities: [12-110(a)(16)]

☒ Not Applicable

☐ Provide a Hazardous materials emergency plan.

J. Mobile Home Park: [34-174(h)]

☒ Not Applicable

☐ Request includes rezoning of a Mobile Home Park. Provide facts related to the relocation of dislocated owners that meets the requirements of F.S. § 723.083 (1995).

K. Airport Zones & Lee County Port Authority (LCPA) Requirements:

☒ Not Applicable

☐ Property is located within _____ Airport Noise Zone: **[34-1104]**

☐ Property is located within Airport Runway Protection Zone. Indicate which Zone below. **[34-1105]**

☐ Property is located within Airport Residential and Educational Protection Zone: **[34-1106]**

☐ Property is located in an Airport Obstruction Notification Zone and subject to LCPA regulations. **[34-1107]**

☒ A Tall Structures Permit is required. **[34-1108]**

PART 5 SUBMITTAL REQUIREMENT CHECKLIST		
Clearly label your attachments as noted in bold below		
Copies Required		**SUBMITTAL ITEMS**
3	☒	Completed application for Public Hearing [34-202(a)(1)]
1	☒	Filing Fee - [34-201(d)]
1	☐	Bonus Density Filing Fee - (if applicable) [34-202(a)(11)]
3	☒	**Affidavit of Authorization** (notarized) Form [34-202(a)(3)]
3	☒	**Additional Agents** [34-202(a)(4)]
3	☐	**Multiple Owners List** (if applicable) [34-202(a)(2)]
3	☒	**Disclosure of Interest** Form (multiple owners) [34-202(a)(2)]
3	☒	**Legal description (must submit)** [34-202(a)(5)]
	☒	Legal description (metes and bounds) and sealed sketch of legal description
		OR
	☐	Legal description (NO metes and bounds) if the property is located within a subdivision platted per F.S. Chapter 177, and is recorded in the Official Records of Lee County under Instruments or Plat Books. (Click here to see an example of a legal description with no metes and bounds.)
3	☒	**Boundary Survey** – not required if platted lot (2 originals required) [34-202(a)(6)]
3	☐	**Property Owners list** (if applicable) [34-202(a)(8)]
3	☐	**Property Owners map** (if applicable) [34-202(a)(8)]
3	☒	Confirmation of **Ownership/Title Certification** [34-202(a)(7)]
3	☐	**STRAP Numbers** (if additional sheet is required) [34-202(a)(5)]
1	☒	**List of Surrounding Property Owners** [34-202(a)(9)]
1	☒	**Map of Surrounding Property Owners** [34-202(a)(9)]
1	☒	**Mailing labels** [34-202(a)(9)]
3	☐	List of **Zoning Resolutions** and Approvals
3	☐	Summary of **Public Informational Session** (if applicable)
3	☐	**Waivers** from Application Submission Requirements (if applicable) [34-201(c)]
3	☐	Preliminary **Density** Calculations (if applicable)
3	☒	**Request Statement** [34-373(a)(5)]
3	☒	Traffic Impact Statement (**TIS**) (not required for existing development) [34-373(a)(7)]
3	☒	Master Concept Plan (**MCP**), **Non-PRFPD** [34-373(a)(6)]
3	☒	**Schedule of Uses** [34-373(a)(8)]
3	☐	Schedule of **Deviations and** Written **Justification** [34-373(a)(9)]
3	☒	**Topography** (if available) [34-373(a)(4)b.iv.]
3	☒	**Soils Map** [34-373(a)(4)b.9.]
3	☒	**FLUCCS Map** [34-373(a)(4)c.]
3	☐	Rare & Unique **Upland Habitat Map** [34-373(a)(4)b.iii.]
3	☒	Existing and Historic **Flow-Ways Map** [34-373(a)(4)b.v.]
3	☐	**Surface Water Management Plan** (if applicable) [34-373(b)(1)]
3	☐	**Phasing Program** (if applicable) [34-373(b)(3)]
3	☒	**Protected Species Survey** (if applicable) [34-373(b)(2)]
3	☐	**Proof of Notice** (if applicable) [34-373(c)]

3	☐	**Binding Letter** from DCA (if applicable) [34-373(d)(9)]
3	☐	Master Concept Plan (**MCP**), **PRFPD** (if applicable) [34-941(g)(1)]
3	☐	**Conceptual Surface Water Management Plan** (if applicable) [34-941(d)(3)b.i.1)]
3	☐	**Well Drawdown** Information (if applicable) [34-941(d)(3)d.]
3	☐	Preliminary Indigenous **Restoration Plan** (if applicable) [34-941(e)(5)f.iii.]
3	☒	**Environmental Assessment** (if applicable) [34-941(g)(2)]
3	☐	Demonstration of **Compatibility** (if applicable) [34-941(g)(4)]
3	☒	**Potable Water & Sanitary Sewer**. Letter from the appropriate utility entity indicating the utility entity or explanation of how water and sewer needs will be met if connection will not be made. [34-202(a)(10)]
3	☐	Existing **Agricultural Use Affidavit** (if applicable) [34-202(a)(12)]
3	☐	Information Regarding **Proposed Blasting** (if applicable).
3	☐	Hazardous Materials **Emergency Plan** (if applicable)
3	☐	Mobile Home Park **Dislocated Owners** Information (if applicable) [34-202(b)(4)]
3	☐	**Tall Structures Permit** (if applicable) [34-1108]

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, Ryan Deaton (name), as President (owner/title) of New Covenant Fellowship Ministries, Inc. (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

11/13/25
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 13th day of November, 2025, by Ryan Deaton (name of person providing oath or affirmation), who is personally known to me or who has produced D730-724-69-050-0 FL DL (type of identification) as identification.

STAMP/SEAL

COLBY MARCIANO
Notary Public - State of Florida
Commission # HH 405594
Comm. Expires Oct 23, 2028
Bonded through National Notary Assn.

Signature of Notary Public

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME this day appeared Ryan Deaton, 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 11735 Plantation Rd, Fort Myers, Fl,33966 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

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

Property Owner

New Covenant Fellowship Ministries, Inc.
Print Name

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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 _____ (date) by _____ (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

Signature of Notary Public

DISCLOSURE OF INTEREST AFFIDAVIT

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Name and Address	Percentage of Ownership

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/President
Property Owner

New Covenant Fellowship Ministries, Inc.
Print Name

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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 January 21, 2026 (date) by Krista D. Perdue (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

STAMP/SEAL

Signature of Notary Public

NOTARY PUBLIC STATE OF FLORIDA
KRISTA D. PERDUE
Commission # HH 299626
Expires August 11, 2026

ADDITIONAL AGENTS

Company Name:	Stuart and Associates, Inc		
Contact Person:	Greg Stuart		
Address:	11860 Island Ave		
City, State, Zip:	Matlacha, FL, 33993		
Phone Number:	239-677-6126	Email:	Greg@Stuarturbandesign.com

Company Name:	W.E. Oliver, P.E., LLC		
Contact Person:	William Edward Oliver		
Address:	P.O. Box 10361		
City, State, Zip:	Tampa, Fl, 33679		
Phone Number:	813-748-9188	Email:	Bill@weo-pe.com

Company Name:	K.E. Trask, P.A. Land Surveyors		
Contact Person:	Kenneth E. Trask, PLS		
Address:	12345 Blasingim Rd		
City, State, Zip:	Fort Myers, FL, 33966		
Phone Number:	239-980-1495	Email:	ken@ketrask.com

Company Name:	Bearpaws Environmental Consulting		
Contact Person:	Barrett Stejskal		
Address:	1599 Covington Circle East		
City, State, Zip:	Fort Myers, FL, 33919		
Phone Number:	239-340-0678	Email:	bearpaws.env.consulting@gmail.com

Company Name:	Henderson, Franklin, Starnes & Holt, P.A.		
Contact Person:	Richard Akin		
Address:	1715 Monroe St		
City, State, Zip:	Fort Myers, FL,33901		
Phone Number:	239-344-1182	Email:	Richard.Akin@henlaw.com

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

LETTER OF AUTHORIZATION

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as address and strap number as follows:

ADDRESS 11735 Plantation Rd., Fort Myers, FL 33966
STRAP NUMBER 07-45-25-08-00000.009A

The property described herein is the subject of an application for zoning or development. We hereby designate **QUATTRONE & ASSOCIATES, INC.** as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning, water management and development on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered.

Owner / Authorized Representative

Ryan Deaton
Printed Name

New Covenant Fellowship Ministries, Inc.
Name of Company / LLC /

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization on this 13th day of November, 2025, by Ryan Deaton who is personally known to me or who has produced D350-724-69-050-0 FL DL as identification.

(Affix Notary Seal)

COLBY MARCIANO
Notary Public - State of Florida
Commission # HH 605694
My Comm. Expires Oct 23, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC SIGNATURE ABOVE
NOTARY NAME: Colby R Marciano
COMMISSION NO.: HH 605694
COMMISSION EXP. DATE: 10/23/2028

STUARTANDASSOCIATES Planning & Design Services
11860 Island Ave. Matlacha, FL 33993 . 97 Riverfront Drive Cashmere, WA 988915
239 - 677 - 6126 Greg@Stuarturbandesign.com

January 20, 2026

To: Lee County Department of Community Development

From: Greg Stuart, MAURP

Project: Request Statement [34-373(a)(5)] _
The New Life Church Expansion Community Facilities Planned Development

Request: Rezone 18.13 ac. +/- From AG-2 to CFPD to Support A Religious Facility Campus

Address: 11735 Plantation Road, Fort Myers, FL Strap #07-45-25-08-00000.009A

On behalf of the owner/applicant, New Covenant Fellowship Ministry, and consistent LDC Hearing Examiner Findings Criteria 34-145(d)(4)(a)(1&2), the following factual evidence is provided in support of the AG-2 to CFPD zoning request. The CFPD zoning request is to support the Applicant's goal of long term place of worship expansion that includes the development of a private school with accessory athletic facilities. Requested CFPD primary uses include Place of Worship, Non-commercial School (private), Private Onsite Recreation Facilities, and Administrative Offices. The total requested intensity is 140,000 sf. The parcels existing use is a 32,084 sf Place of Worship. The property is designated as a Future Central Urban Land Use.

The CPD application is informed by and meets the Hearing Examiner Findings Criteria 34-145(d)(4)(a)(1&2) and complies with MCP Design Standards 34-411. The application is further informed by LDC 34-2051 Religious Facilities. Located along Plantation Road and directly opposite of the Mid-Metro Industrial Park, the property adjoins the Plantation Preserve RPD to the north, a Penzance Road church parcel to the southwest and two AG-2 residential homesites to the southeast, and two AG-2 residential homesites to the east. The site is not recorded within a plated subdivision, has had a number of Limited Development Orders and Development Orders issued (LDO2023-00522, LDO2012-00277, LDO2010-00114, LDO2010-00022, DOS2010-00022, and DOS200100161) and is within the AH Flood Zone (16-ft base elevation). The rectangular shaped 18.13 ac site primarily consists of 211H Hydric Improved Pasture (8.8 ac +/-), followed by the 5.7 ac. +/- Church Site and 3.25 ac +/- of 420 E4 of scattered & isolated Mixed Upland forests.

LAND USE & PROPOSED DEVELOPMENT STANDARD TABLE

Site Area: 18.13 ac
Future Land Use: Central Urban
Existing/Proposed Zoning: AG-2/Community Facilities Planned Development
Zoning Request: CFPD for Religious Facility Campus w./Onsite Recreational Facilities, Groups III and V; total intensity @ 140,000 sf
Phasing: To Be Determined
Flood Zone: X
Utilities: LCU

Development Standards:
Min. Lot Area _ 2 ac.
Min. Lot Width _ 100-ft
Min. Lot Depth _ 100-ft
Height _ 45-ft
Building Coverage _ 40%
Front Yard/Road Setback _ 25-ft
Side Yard Setback _ Min. 20-ft
Side Yard Setback Bldg. A _ 75-ft
Rear Yard Setback _ 20-ft
Water Body Setback _ 25-ft
Rear Yard Setback Bldg. 1 _ 130-ft
Rear Yard Setback Bldg. 2 _ 90-ft
Parking & Circulation Setback _ 25-ft.
General Open Space Required 30% _ 5.43 ac.
Open Space Provided _
- Drainage Lake - 1.36 ac.
- Dry Detention Basin - 0.63 ac.
- Onsite Recreation - 1.62 ac.
- Buffers/Other - 2.1 ac.

Total Provided Open Space - 5.71 ac.
Native Open _
See MCP For Tree Preservation
- Existing Native Tree Area - 0.93 ac.
- Proposed Native Tree Preservation - 0.57 ac/61%

Parking _ As per LDC Division 26 & 34-2052 (a, b & c).

CONDITION 1 General Development Sports Field Special Performance Standards:

1 Group V Recreation Sports Field Performance Standards and Conditions _
   (a) Sports Field Operation Hours: 7:00 am to 10:00pm.
   (b) Sports Field Noise Levels: To be consistent and compliant with the Lee Co. Noise Ordinance and LDC 19-151.
   (c) Outside Audio System: The public address (PA) system and all ancillary audio systems shall be designed to be compliant with the Lee Co. Noise Ordinance and LDC 19-151. The public address (PA) system and ancillary audio system shall be designed as a distributed system type, not a single-point end zone type. The PA system shall feature directional orientation that disperses the sound

downward towards the field of play and north away from Penzance Road. The public address (PA) system and any ancillary audio system must contain an audio mixer with a compression system retractor that will automatically reduce the sound levels to ensure compliance with the Lee Co. Noise Ordinance. Prior to the issuance of the subject Certificate of Compliance the Developer must provide certification by an audio specialist that has examined the system and that the system is designed and installed so as to control the sound to conform to the Lee Co. Noise Ordinance.

(d) Any non-athletic Sports Field entertainment special events must obtain a Lee County temporary use special event permit. The applicant must submit an appropriate plan for the control of sound as part of the application.

(e) Outside Sports Field Lighting shall comply with 34-625(d) High Activity Use standards, at 1.2 min. Initial Actual Foot candles and 4:1 Initial Uniformity Average. All light/audio poles are to be located no further south within the site interior between the proposed cart path and sports field, and with shielded fixtures oriented downward and north away from Penzance Road.

CFPD Use Schedule

Administrative Offices
Assisted Living Facilities
Caretakers Residence
Cultural Facilities
Day Care Center, Child, Adult
Entrance gates and gatehouse
Essential Services
Essential Service Facilities, Groups 1, 2 & 3
Excavation, Water Retention
Fences, Walls
Parks, 1 & 2
Parking Lot, Accessory
Place of Worship
Recreation Facilities, Private On-site, Groups III, IV & V
Religious Facilities
Schools, Non-commercial Other
Signs
Temporary Uses



SITE MAP EXHIBIT

Project Request:

The application requests a Community Facility Planned Development (CFPD) rezoning from AG-2 zoning. The owner/applicant is requesting a CFPD in order to obtain primary uses by right for Place of Worship, Non-commercial School (private), Private Onsite Recreation Facilities, and Administrative Offices.. The current AG-2 zoning district allows for Place of Worship but does not permit the other uses. The request's MCP phasing is undetermined at this point in the entitlement process. The application requests 1deviation. The total requested intensity is 140,000 sf. For descriptive analytical purposes it is envisioned that the proposed future sanctuary will be 1,160 seats along with a K through Eight school.

Site Location:

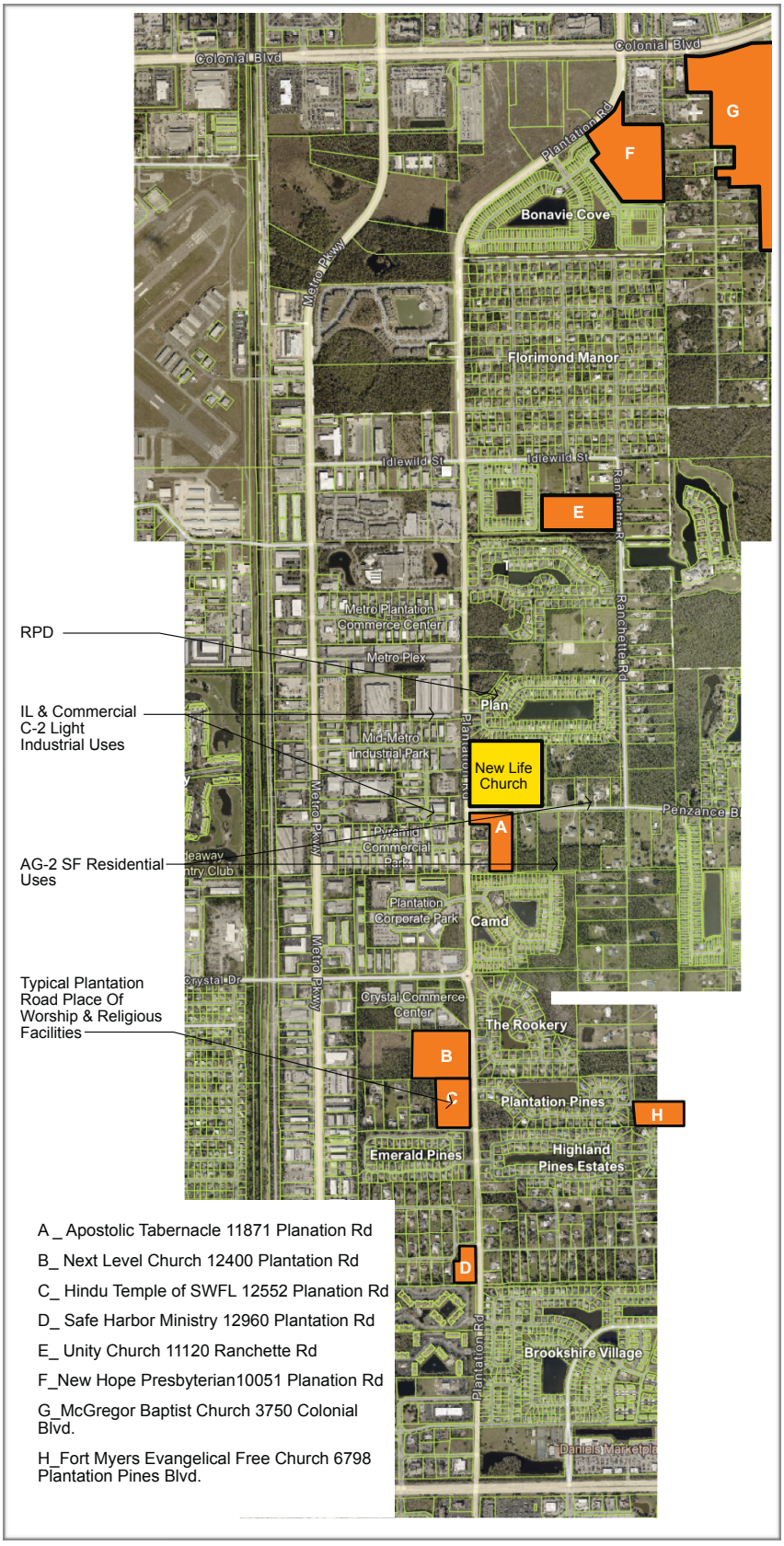
The subject property is classified as a Future Central Urban Land Use, is located within the South Fort Myers Planning District and within the North Ten Mile Canal Watershed. The site is located approximately mid-point along Plantation Road between Daniels Parkway and Colonial Blvd. Given its Plantation Road location the site is central to the following eight places of worship and religious facilities. Hence the location for a religious facility is normative (see the Plantation Road Community Churches and Religious Facilities Map Exhibit):

A _ Apostolic Tabernacle 11871 Planation Rd
B_ Next Level Church 12400 Plantation Rd
C_ Hindu Temple of SWFL 12552 Planation Rd
D_ Safe Harbor Ministry 12960 Plantation Rd
E_ Unity Church 11120 Ranchette Rd
F_New Hope Presbyterian10051 Planation Rd
G_McGregor Baptist Church 3750 Colonial Blvd.
H_Fort Myers Evangelical Free Church 6798 Plantation Pines Blvd.



PLANTATION ROAD NEIGHBORHOOD MAP EXHIBIT

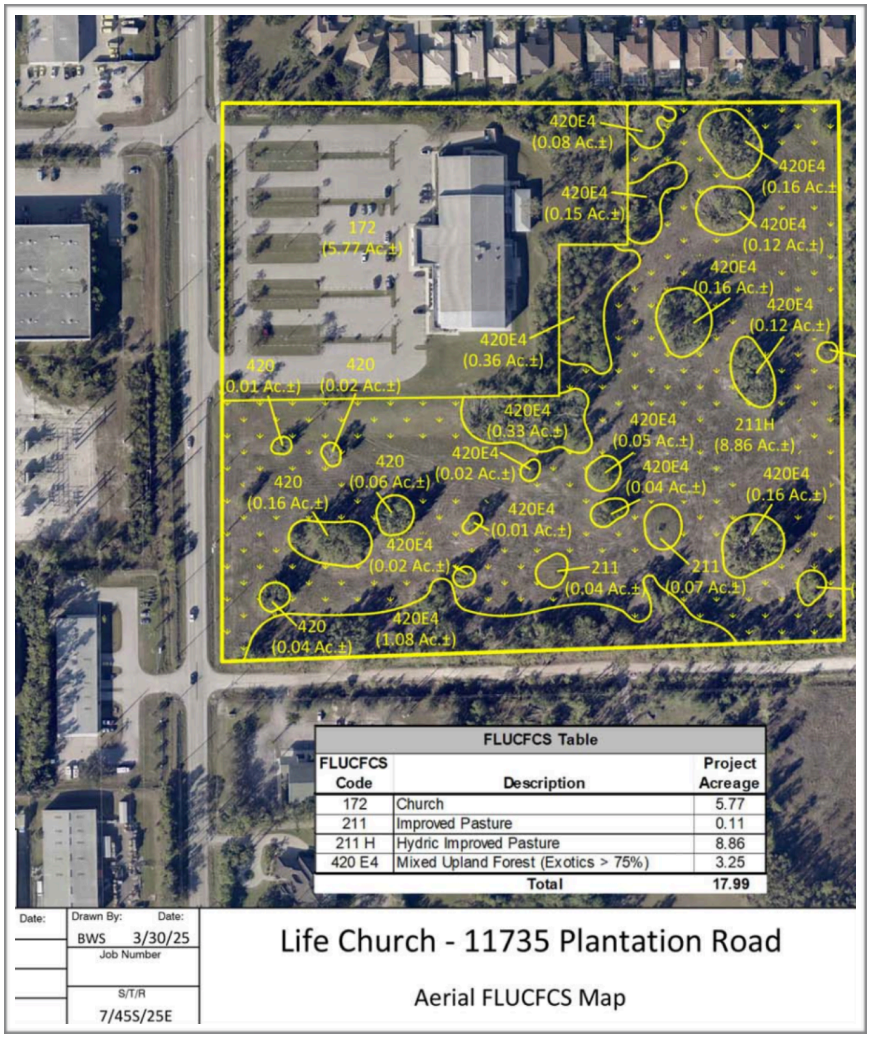
The site adjoins four AG-2 single family estate homesites to the south and east, one AG-2 church site to the southwest, sixteen small lot single-family RPD homesite to the north (Plantation Preserve RPD) and 4 light industrial parcels to the west. Further to the north and south one finds other Residential Planned Developments including The Willows, Camden Square, and The Rookery. Adjacent to the west side of Plantation Road one finds a large number of light industrial and commercial uses located between Idlewild Street to Emerald Pines.



PLANTATION ROAD COMMUNITY CHURCHES AND RELIGIOUS FACILITIES MAP EXHIBIT

Site Character:

The subject property character is classified as mostly open and disturbed, with 32% of the site developed for the New Life Church, and 48% of the site being disturbed non-native hydric open pasture. Canopy and mid-level native vegetation are largely absent within this FLUCCS Hydric pasture 211H (8.86 ac.). The pasture area contains a scattering of Brazilian pepper, Primrose willow and Wax myrtle. Ground cover in these areas include Bahia grass, spadeleaf, camper weed and asiatic pennywort. Some Hydric Pine flatwoods (FLUCCS 625-E4) is found within the north central site area. There is no standing water on the site. Native tree vegetation on the site is scattered, with most located along the south site boundary and immediately east of the church. Within these areas one finds a high degree of exotic infestation including Melaleuca, Earleaf acacia, and Broomsedge. Scattered onsite native trees include Slash pine, Laurel oak, Live oak and Cabbage palm. Scattered native ground cover includes Saw palmetto and Coco plum. The site has an average elevation of 15.23-ft with a seasonal high water table elevation of 12.8-ft NAVD.



FLUCCS MAP EXHIBIT

Lee Plan Consistency (34-145(d)(4)(a.1)(a))

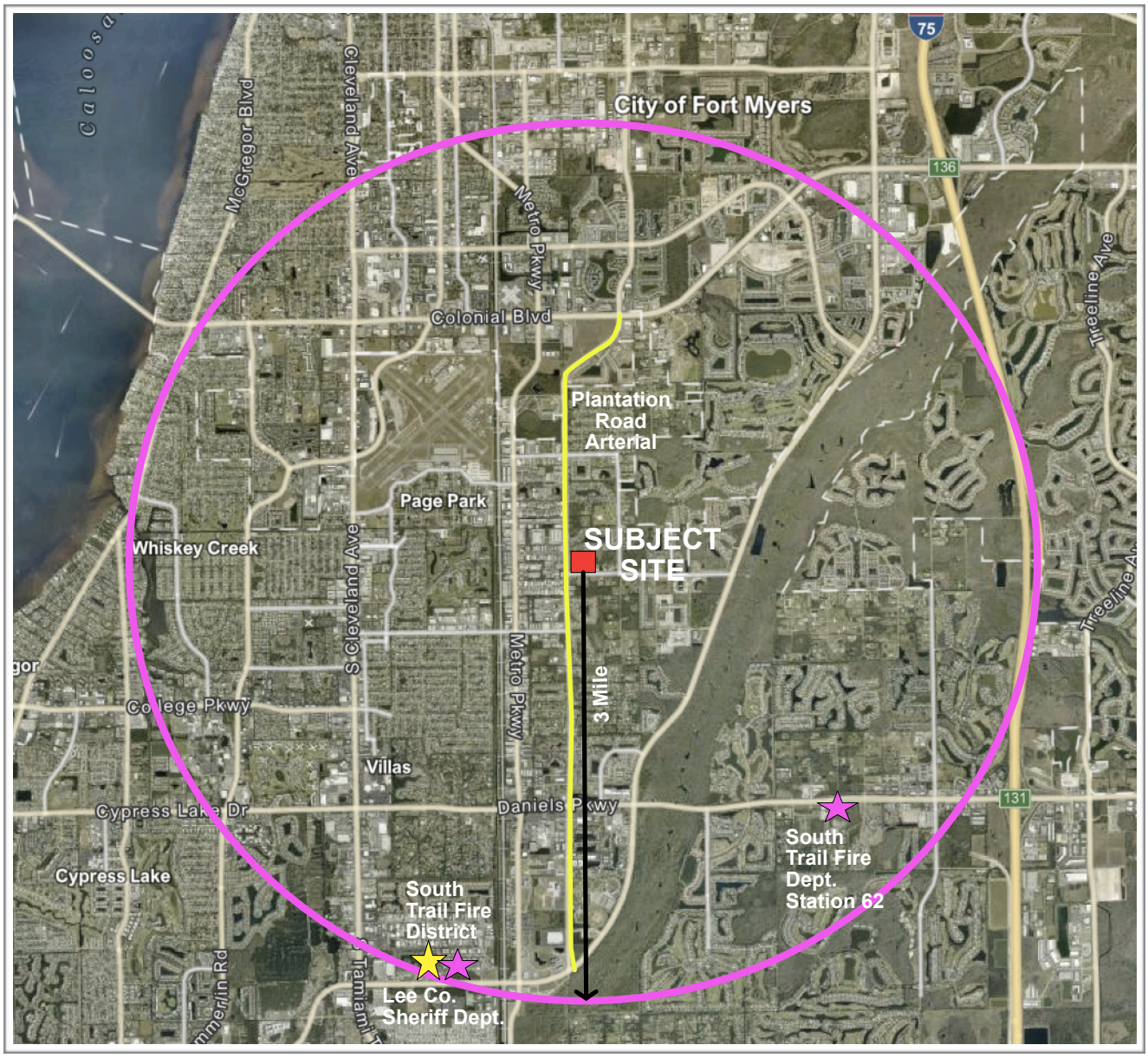
As identified below, the rezoning request complies with 34-145(d)(4) and is consistent with the Lee Plan. The request is consistent with the following primary Lee Plan Goals, Objectives and Policies.

- **POLICY 1.1.3: "***The Central Urban future land use category can best be characterized as the "urban core" of the County. These areas are already the most heavily settled and have, or will have, the greatest range and highest levels of public services. Residential, commercial, public and quasi-public, and limited light industrial land uses will continue to predominate in the Central Urban future land use category. Future development in this category is encouraged to be mixed use, as described in Objective 11.1, where appropriate."*

  RESPONSE: The 18.13 acre parcel is central to the Plantation Road Light Industrial/ Commercial and Residential/Institutional two-lane arterial road. Plantation Road is County maintained with a 45 MPH posting. The parcel has available to it the full range of services and utilities (see LCU Service Availability letter and the the Public Services and Roads Map exhibit). The parcel has direct access to Plantation Road and indirect access to Daniels Parkway, Colonial Blvd and Metro Parkway via Plantation Road and Crystal Road. The New Life Church will not have any access onto the private and unimproved Penzance Road located along the south site boundary. The existing Place of Worship rezoning and expansion into a Religious Facility represents a quasi-public institutional use project that supports, advances and is consistent with the Central Urban Future Land Use policy.

- **OBJECTIVE 2.1 DEVELOPMENT LOCATION** and Rule 34-145(d)(4)(a.2)(a) -_ "*Contiguous and compact growth patterns will be promoted through the rezoning process to contain urban sprawl, minimize energy costs, conserve land, water, and natural resources, minimize the cost of services, and prevent development patterns where large tracts of land are by-passed*"

  RESPONSE: The existing Place of Worship rezoning and expansion for a Religious Facility promotes contagious urban growth, compact neighborhood and good community form. This is because the site is surrounded by urbanized Light Industrial/ Commercial uses, adjoins large lot and small lot residential homesites and is adjacent to a place of worship use. The 18.13 acre parcel is central to the highly urbanized Daniels Parkway/Colonial Parkway commercial mixed use corridors to the north and south. It is central to the highly urbanized US 41/Metro Parkway/Six Mile Cypress Parkway commercial mixed use corridors to the east and west (see the Public Services and Roads Map). The project is an infill development and, as such, is consistent with Objective 2.1. The parcel has available to it the full range of services and utilities. The project is consistent with Objective 2.1 and complies with 34-145(d)(4)(a.2)(a).



PUBLIC SERVICES AND ROADS MAP EXHIBIT

- **POLICY 2.2.1 DEVELOPMENT LOCATION** and Rule 34-145(d)(4)(a.2)(b) _ "*Rezoning and DRI proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community facilities and services such as schools, EMS, fire and police protection, and other public facilities; compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare.*"

  RESPONSE: The existing church site rezoning and expansion into a Religious Facility promotes contagious urban development, compact neighborhood and good community form. Surrounded by adjoining Light Industrial/Commercial uses, large lot and small lot residential uses and a place of worship use, the project is an infill project

that is consistent with a positive 2.2.1 finding. The 18.13 acre parcel is central to the highly urbanized Daniels Parkway/Colonial Parkway commercial mixed use corridors to the north and south, and to the highly urbanized US 41/Metro Parkway/Six Mile Cypress Parkway commercial mixed use corridors to the east and west (see the Public Services and Roads Map Exhibit). The parcel has available to it the full range of services and utilities. The project is consistent with Policy 2.2.1 and complies with 34-145(d)(4)(a.2)(a).

The CFPD is central to various Plantation Road churches and religious facilities (see Planation Road Community Churches and Religious Facilities Map Exhibit). Given the large number of neighborhood and community churches and religious facilities identified on the map exhibit and listed below, the CFPD has a suitable and usual Plantation and Penzance Road location that is compatible with the neighborhood and community consistent with 2.2.1 The Applicant's surrounding neighborhood Places of Worship and Religious Facilities include:

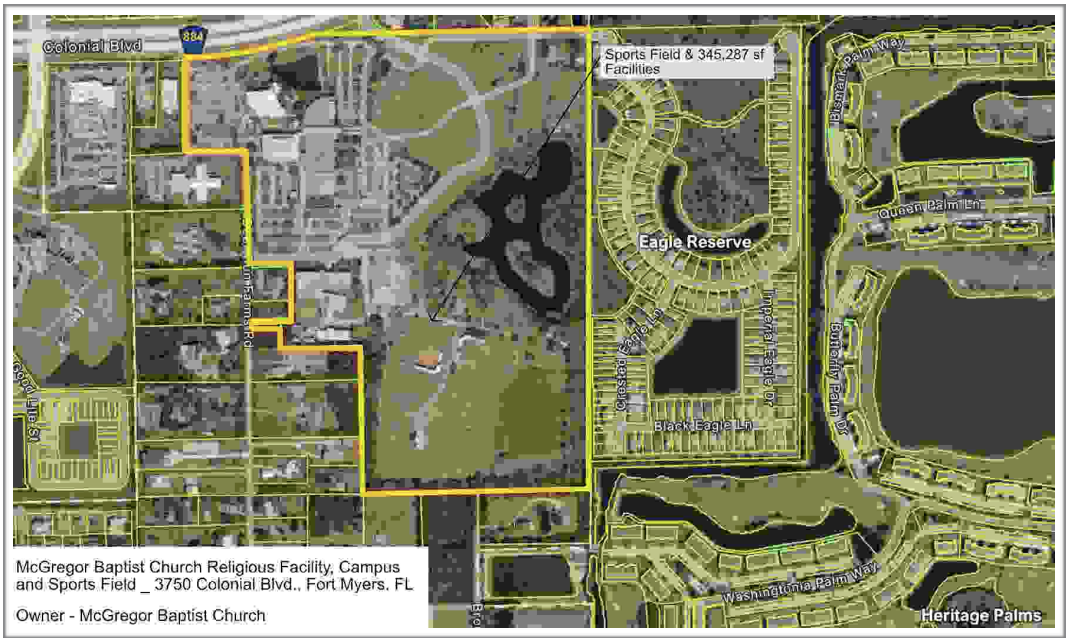
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E_ Unity Church 11120 Ranchette Rd
F_New Hope Presbyterian10051 Planation Rd
G_McGregor Baptist Church 3750 Colonial Blvd.
H_Fort Myers Evangelical Free Church 6798 Plantation Pines Blvd.

The requested Religious Facility's Private On-site Groups IV & V Recreation Facilities use, and Non-commercial School use, are normative permissible uses associated with pubic/quasi-public church, religious facility, education and park uses located throughout Lee County that are along arterial and collector roads with adjoining and/or adjacent residential uses (see pages 11-15). Typical examples of public and private recreation facilities (including Groups IV & V) and public and private schools proximate to residential neighborhoods include the following:

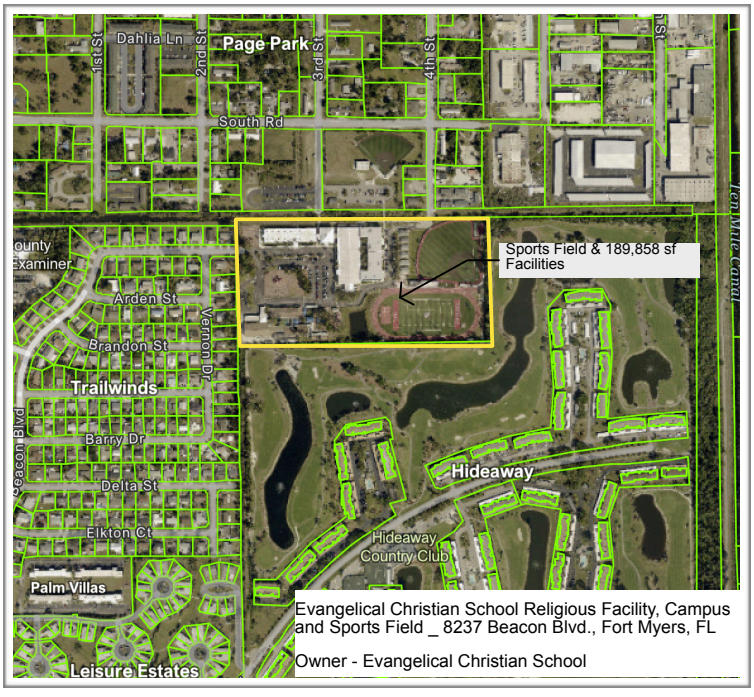
1. McGregor Baptist Church; 3750 Colonial Blvd.
2. Evangelical Christian School; 8237 Beacon Blvd.
3. Bishop Verot High School; 5598/5632 Sunrise Dr.
4. St Andrews Church; 1510 SE 27 St. & 2616 Del Prado Blvd.
5. Storm Football Complex; 2602 Chiquita Bvd.
6. Sam Fleishman Park; 1750 Matthew Dr.
7. Phillips Park; 2675 Sesame Dr.
8. Cape Coral Sports Complex; 1410 Sports Blvd.

Throughout Lee County, one finds schools and recreational facilities next to residential neighborhoods. As such these types of uses will not present unique and extraordinary compatibility issues to the site's 5 proximate large lot AG-2 SF residential homesites. Potential impacts, be they school-related non-peak hour traffic, and/or

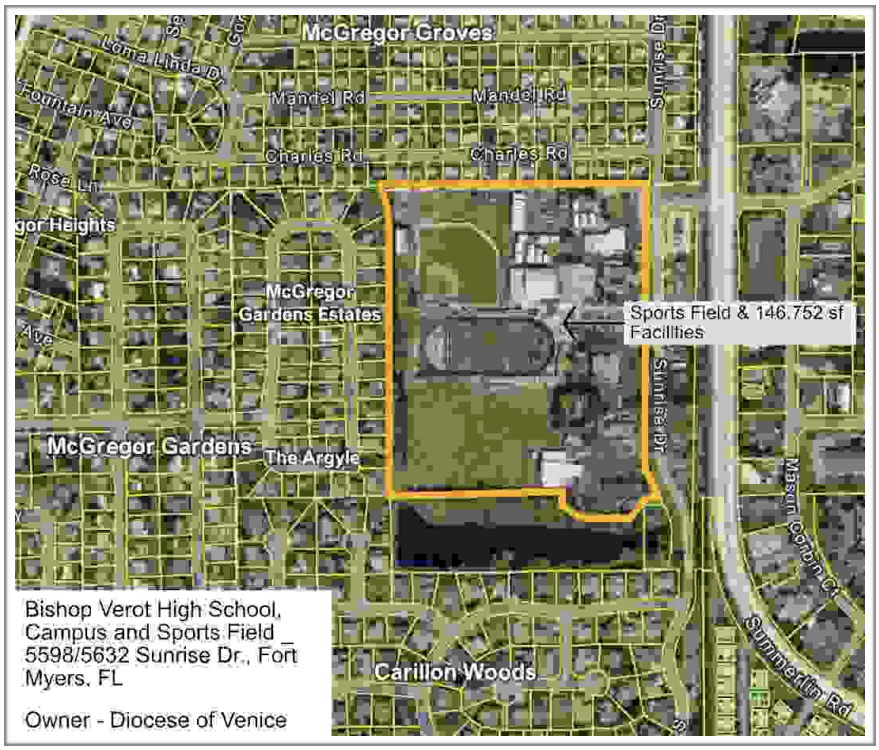
non-frequent sporting and special event noise and light generation, are normal and permissible due to lack of frequency, site access, spatial separation and limited duration. This fact is especially relevant given the MCP's design and performance standards. The CFPD MCP and Schedule of Use complies with the 2.2.1, 5.1.5, 135.9.5 and 135.9.6 compatibility requirements.



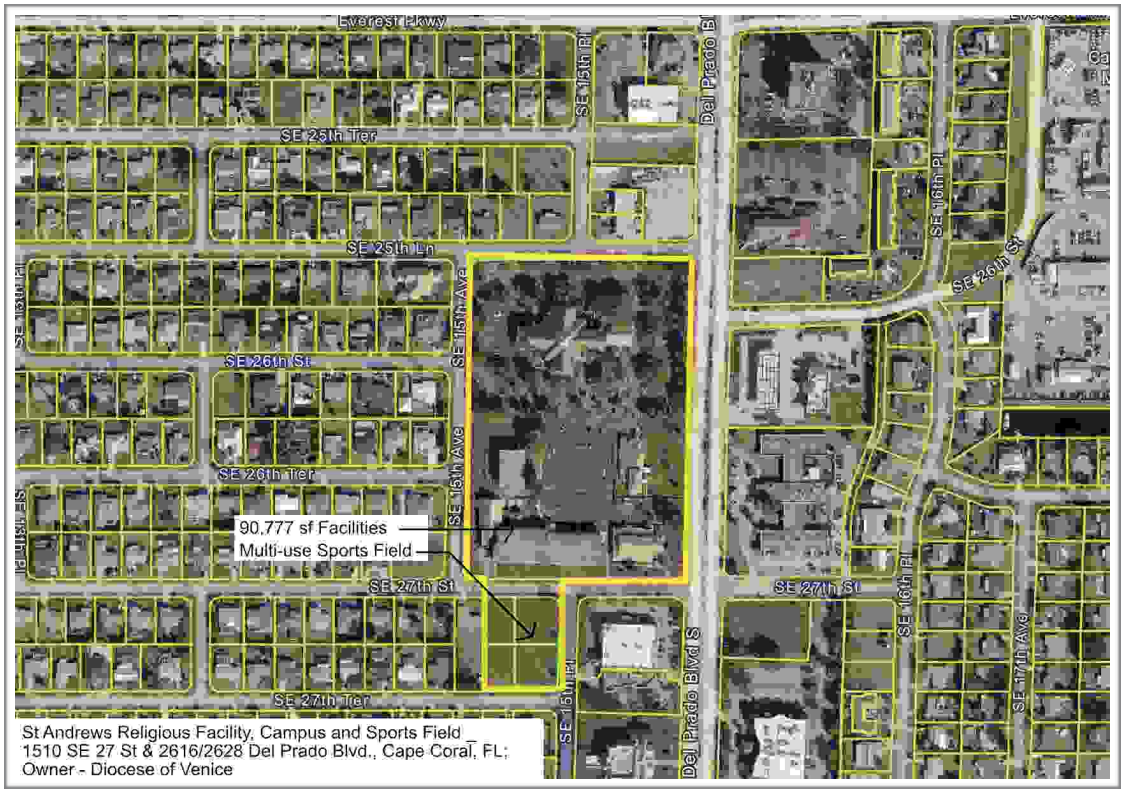
MCGREGOR BAPTIST CHURCH _ ADJOINING EAGLE RESERVE S./D. AND HERITAGE PALMS RPD



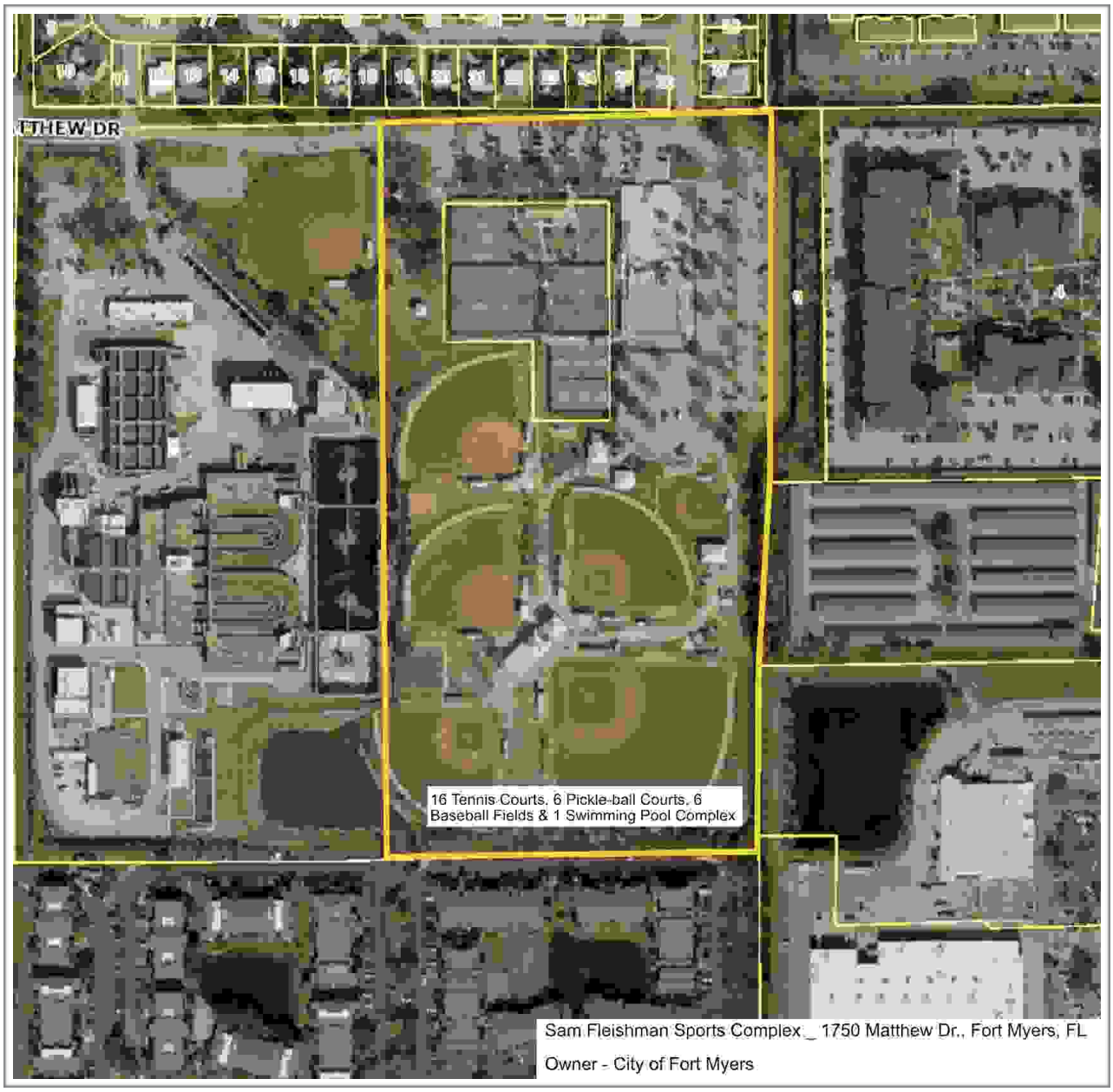
EVANGELICAL CHRISTIAN SCHOOL _ ADJOINING HIDEAWAY MF AND TRAILWINDS S/D



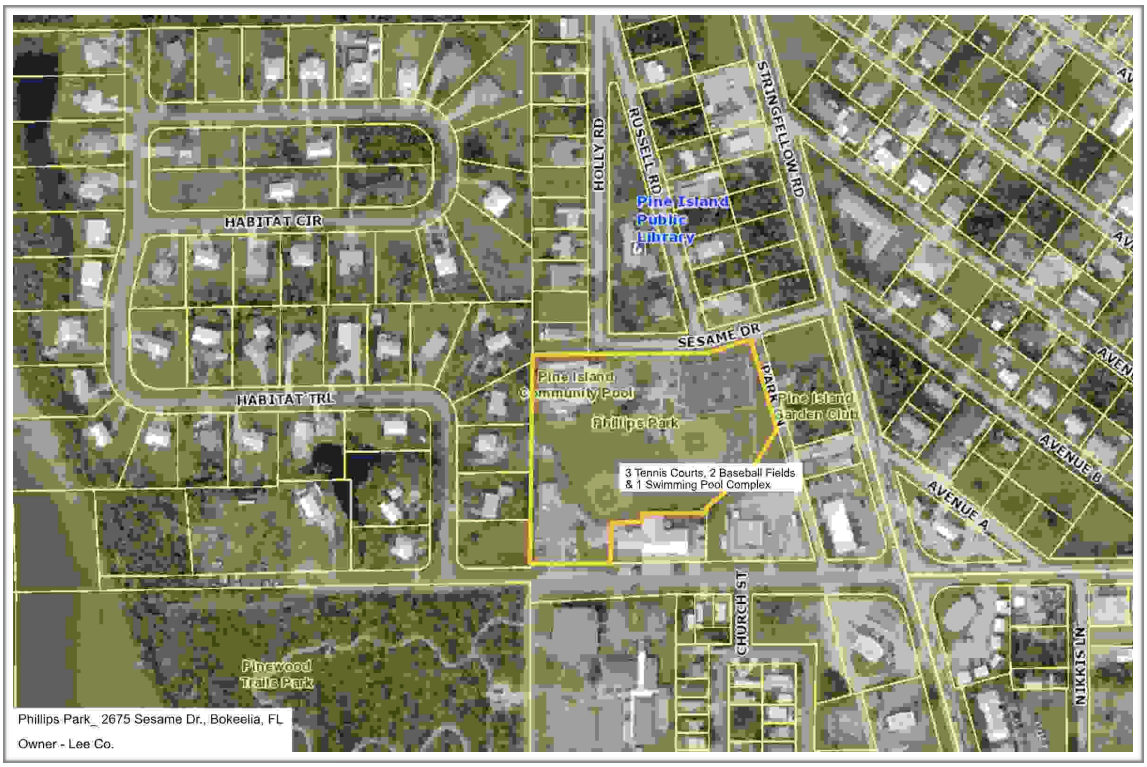
BISHOP VEROT HIGH SCHOOL _ ADJOINING MCGREGOR GARDENS S./D. AND THE ARGYLE S./D.



ST ANDREWS CHURCH _ ADJOINING CAPE CORAL UNIT 21 BLK 642 SF



SAM FLEISHMAN PARK _ ADJOINING GRAND CENTRAL MF AND THE LENNOX MF



PHILLIPS PARK _ ADJOINING NESTING OF PINE ISLAND S/D & PINE ISLAND CENTER S/D



CAPE CORAL SPORTS COMPLEX _ ADJOINING SANDOVAL AND CAPE CORAL UNIT 95 BLK 6024 SF



STORM FOOTBALL COMPLEX _ ADJOINING CAPE CORAL UNIT 71 BLK 4779 SF

- **POLICY 2.1.3**: *"All land use categories and Planning Districts permit the consideration of churches and schools (except in Wetlands and Airport Noise Zones A and B), public uses and buildings, public utilities and resource recovery facilities, public recreational uses (including franchised quasi-commercial uses in conjunction with a public use), and sites for compatible public facilities when consistent with the goals, objectives, policies, and standards in this plan and applicable zoning and development regulations."*

  RESPONSE: The requested Religious Facility and it's recreation and education uses present compatible quasi-public facilities consistent with 2.1.3 location and use criteria.

- **POLICY 2.2.1:** Rezoning and DRI proposals will be evaluated as to the availability and proximity of the road network; central sewer and water lines; community facilities and services such as schools, EMS, fire and police protection, and other public facilities;

compatibility with surrounding land uses; and any other relevant facts affecting the public health, safety, and welfare.

RESPONSE: The applications Traffic Impact Statement and LCU Utility Service Availability letter document available roads, central sewer and water to service the CFPD. As per the 2024 Lee County Concurrency Report Table 2, Plantation Road, from Daniels Parkway to Idlewild Street, has an 860 peak hr trip capacity, a regulatory LOS standard set at E, a 2028 Forecast of 684 trips with a LOS D, with a 0.80 Vehicle Capacity forecast. Referring to the Pubic Services and Roads Map Exhibit, the CFPD has fire, EMS and policy services within three miles from the site. Available schools and parks are not relevant to this assessment. The project's uses and site design are compatible with surrounding land uses. Refer to the discussion under Policy 5.1.5, 135.9.5 and 135.9.6. The CFPD request is consistent with 2.2.1

- **GOAL 4 GENERAL DEVELOPMENT STANDARDS** & Rule 34-145(d)(4)(a.1)(b) _ "*Pursue or maintain land development regulations which protect the public health, safety and welfare, encourage creative site designs and balance development with service availability and protection of natural resources*."

  RESPONSE _ The CFPD is designed to protect public health, safety and welfare considerations, and to provide for needed church expansion for congregation growth. The CFPD incorporates above code buffering native tree along Penzance Road (50-ft and not the standard 15-ft Type D), 90-ft to 200-ft building setbacks along the east and north boundary, and consolidates the requested athletic field (Recreation Facilities, Private On-site, Groups III & V) to the southwest site area next to the adjacent IL and COM uses, away from the three Penzance Road AG-2 homesites. The MCP design protects on site's very limited natural resources by preserving a central native tree cluster that will advance internal site buffering. The MCP design preserves approximately 51 mature native trees along Penance Road and, as such, advances external site buffering. Urban services are available. Sixty-one percent of the existing large native native pine and oak trees are identified for onsite preservation. The application is consistent with Goal 4 and complies with 34-145(d)(4)(a.1)(b).

- **POLICY 5.1.5** & Rule 34-145(d)(4)(a.1)(c) and (4)(a.2)(a - c) _"*Protect existing and future residential areas from any encroachment of uses that are potentially destructive to the character and integrity of the residential environment. Requests for conventional rezonings will be denied in the event that the buffers provided in the LDC, Chapter 10, are not adequate to address potentially incompatible uses in a satisfactory manner.*" The site location and it's Intensive Development future land use are the basis for comprehensive plan consistency.

  RESPONSE _ Refer to the Plantation Road Neighborhood Map Exhibit, the CFPD Rule 34-145(d)(4)(a.1.c) MCP Compatibility Exhibit, the CFPD Rule 34-145(d)(4)(a.1.c) MCP Compatibility Exhibit _ Site sections, and the MCP. To the west and southwest the site's sports field adjoins light industrial/commercial land uses and a place of worship land use. Hence a significant portion of the CFPD frontage cannot not present

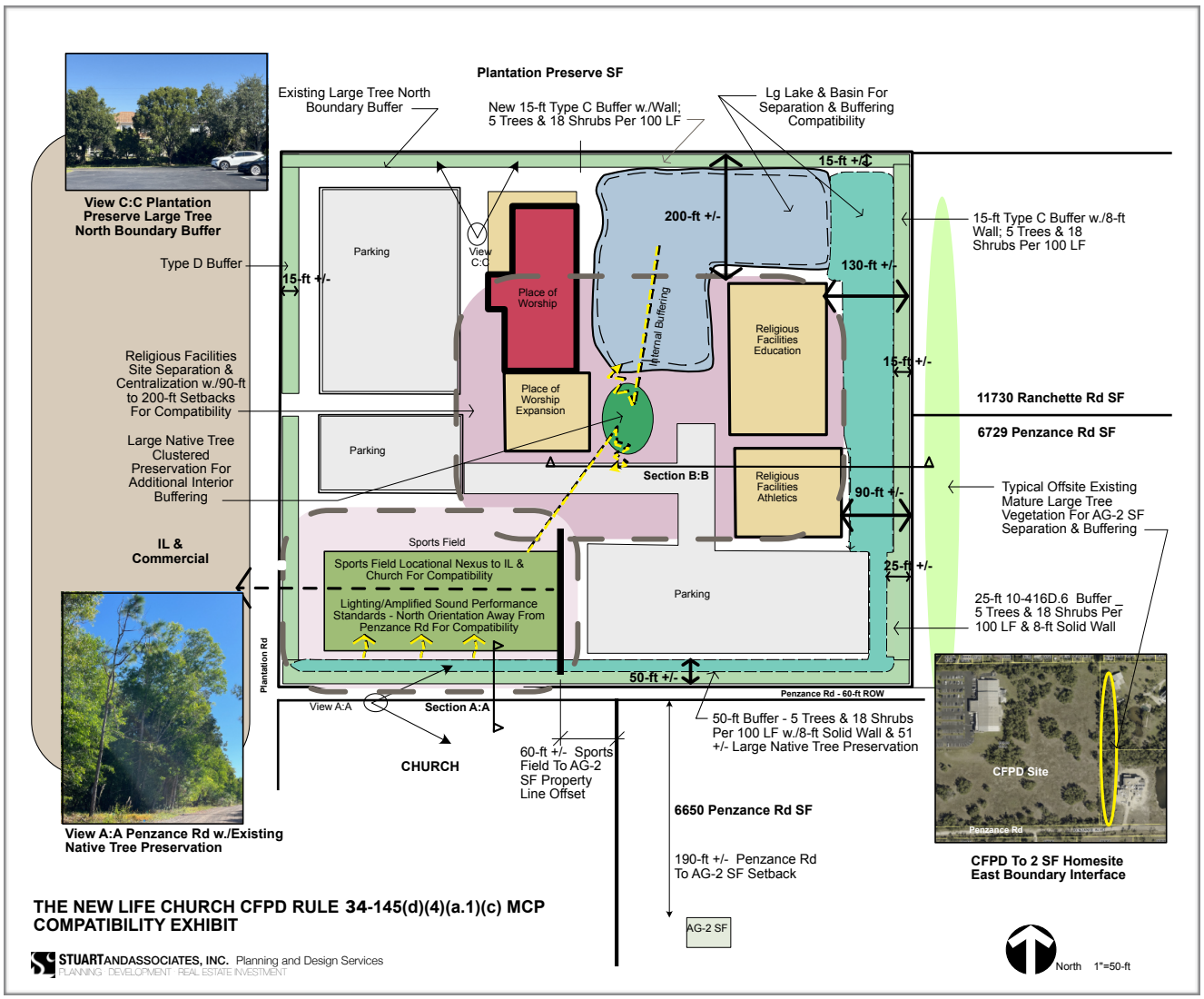
residential impacts and potential compatibility issues since it interfaces with industrial and commercial uses along Plantation Road. The MCP is designed to separate and consolidate the building facilities towards the center of the property by incorporating large 90-ft, 130-ft and 200-ft building setbacks. The 90-ft to 130-ft religious facility building setbacks advance compatibility with the two large lot AG-2 SF homes to the east. These two homes feature large west site setbacks that are dominated by mature native trees. These buildings provide for structure separation between the two homesites and sport field activities. All use related actives are internal to the subject buildings. These factors advance CFPD to AG-2 SF compatibility. The MCP limits site access to only Planation Road. The CFPD site access design protects Penzance Road, Ranchette Road and Plantation Preserve residential areas from encroachment of uses, such as and including traffic, noise and light generated impacts, that can be potentially destructive to the character and integrity of these areas. The CFPD is consistent with 5.1.5.

Along the southeast Penzance Road boundary area the requested athletic field and parking and circulation area incorporate an above code 50-ft Type ROW buffer (LDC @ Type D 15-f5) with 5 trees and 18 shrubs per100-LF and a solid 8-ft wall. The 50-ft buffer incorporates approximately 51 large existing native pine and oak trees. The CFPD Penzance Road buffer will serve to protect the two to three Penzance AG-2 homesites, of which the most proximate single family home is at 6650 Penzance Road. The MCP design incorporates a 60-ft athletic field offset from 6650 Penzance Road's west boundary. This design feature serves to protect the character and integrity of the subject AG-2 SF homesite through buffering, native tree preservation and design separation. It is noted that the 6650 Penzance Road is further separated by a 60-ft ROW and with the actual house setback from Penzance Road by 190-ft +/-. Total spatial separation is 310-ft (see CFPD Rule 34-145(d)(4)(a.1.c) MCP Compatibility Exhibit-Site Sections). These offsite geographic/spatial characteristics protect the character and integrity of 6650 Penzance Road. The CFPD is consistent with 5.1.5.

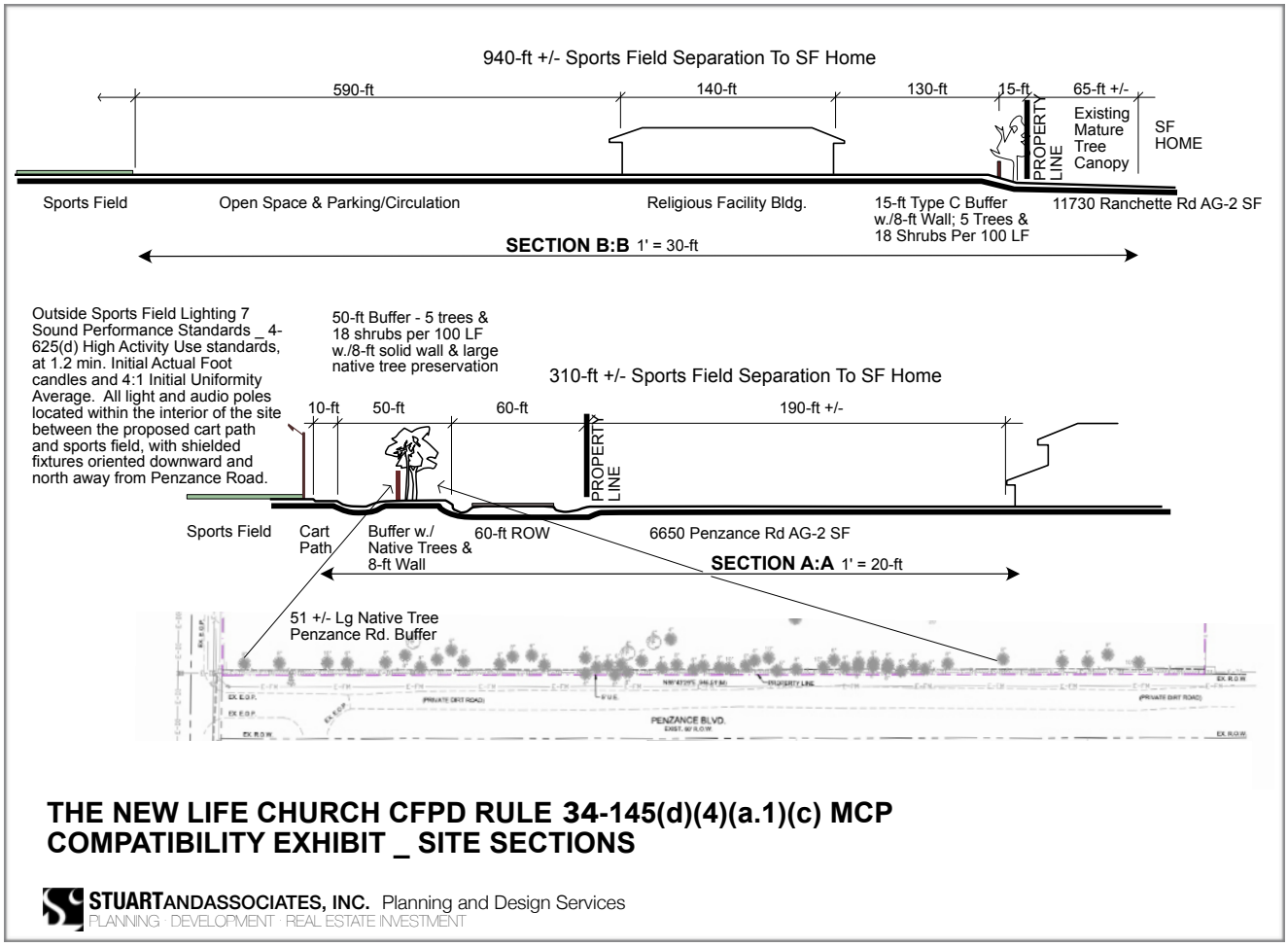
The CFPD will be conditioned to limit sports field operation hours from7:00 am to 10:00pm. The CFPD will be subject to the Lee Co. Noise Ordinance and LDC 19-15. The CFPD sports field auto system will be conditioned to be designed as a distributed system type, and not a single-point end zone type. The distributed PA system shall feature directional orientation that disperses the sound downward towards the field of play and north away from Penzance Road. The CFPD will be conditioned that for any entertainment special events to occur on the Sports Field, it will be subject to a Lee County temporary use special event permit; the applicant must submit an appropriate plan for the control of sound as part of the application. Sports field lighting shall comply with 34-625(d) High Activity Use standards, at 1.2 min. Initial Actual Foot candles and 4:1 Initial Uniformity Average. The CFPD will condition all sports field light and audio poles to be located within the interior of the site between the proposed cart path and sports field, and with shielded fixtures oriented downward

and north away from Penzance Road. Through these performance standards the zoning request is consistent with 5.1.5 & Rule 34-145(d)(4)(a.1)(c) and (4)(a.2)(a - c).

Along the site's east and north boundary area's the MCP incorporates a 15-ft Type C buffer that features 5 trees and 18 shrubs per 100-LF with an 8-ft solid wall. The 6729 Penzance Road AG-2 homesite's west boundary has a 90-ft CFPD building setback that includes the Type C buffer and the projects surface water management system. Total separation to the sports field is 940-ft (see CFPD Rule 34-145(d)(4)(a.1.c) MCP Compatibility Exhibit-Site Sections). The 11730 Ranchette Road AG-2 homesite's west boundary has a 130-ft CFPD building setback that includes the Type C buffer and the projects surface water management system. Both 6729 Penzance Road and 11730 Ranchette Road homesite have large mature tree growth along their respective west site boundary areas. These offsite characteristics further serve to protect the character and integrity of the two east site AG-2 homesites. The north boundary's Plantation Preserve RPD homesite's have a 200-ft CFPD new building setback that includes a 15-ft Type C buffer with an 8-ft solid wall. The projects large lake surface water management system provides for significant spatial separation. The Plantation Preserve RPD will be completely separated from the requested CFPD's athletic field and associated parking and circulation area. The site design, spatial separation, building setbacks and Type C buffering will to protect the character and integrity of AG-2 and RPD SF homesites consistent with Policy 5.1.5 & Rule 34-145(d)(4)(a.1)(c) and (4)(a.2)(a - c).



CFPD RULE 34-145(D)(4)(A.1.C) MCP COMPATIBILITY EXHIBIT



CFPD RULE 34-145(D)(4)(A.1.C) MCP COMPATIBILITY EXHIBIT _ SITE SECTIONS

POLICY 135.9.5: *"New development adjacent to areas of established residential neighborhoods must be compatible with or improve the area's existing character."*

RESPONSE _ Refer to the compatibility assessment identified in the Policy 5.1.5 evaluation, along with MCP map and section exhibits and the MCP. The CFPD is compatible with 135.9.5.

POLICY 135.9.6: *"Lee County will administer the planning, zoning, and development review process in such a manner that proposed land uses acceptably minimize adverse drainage, environmental, spatial, traffic, noise, and glare impacts, as specified in County development regulations, upon adjacent residential properties, while maximizing aesthetic qualities."*

RESPONSE _ Refer to the compatibility assessment identified in the Policy 5.1.5 evaluation, along with MCP map and section exhibits and the MCP. To minimize

spatial, traffic, noise and lighting impacts, the CFPD will incorporate the following Group V Sports Field Performance Standards. The CFPD is compatible with 135.9.6.

Group V Recreation Sports Field Performance Standards and Conditions _

(a) Sports Field Operation Hours: 7:00 am to 10:00pm.
(b) Sports Field Noise Levels: To be consistent and compliant with the Lee Co. Noise Ordinance and LDC 19-151.
(c) Outside Audio System: The public address (PA) system and all ancillary audio systems shall be designed to be compliant with the Lee Co. Noise Ordinance and LDC 19-151. The public address (PA) system and ancillary audio system shall be designed as a distributed system type, not a single-point end zone type. The PA system shall feature directional orientation that disperses the sound downward towards the field of play and north away from Penzance Road. The public address (PA) system and any ancillary audio system must contain an audio mixer with a compression system retractor that will automatically reduce the sound levels to ensure compliance with the Lee Co. Noise Ordinance. Prior to the issuance of the subject Certificate of Compliance the Developer must provide certification by an audio specialist that has examined the system and that the system is designed and installed so as to control the sound to conform to the Lee Co. Noise Ordinance.
(d) Any non-athletic Sports Field entertainment special events must obtain a Lee County temporary use special event permit. The applicant must submit an appropriate plan for the control of sound as part of the application.
(e) Outside Sports Field Lighting shall comply with 34-625(d) High Activity Use standards, at 1.2 min. Initial Actual Foot candles and 4:1 Initial Uniformity Average. All light/audio poles are to be located no further south within the site interior between the proposed cart path and sports field, and with shielded fixtures oriented downward and north away from Penzance Road.

FINDINGS & REVIEW CRITERIA FOR PLANNED DEVELOPMENTS)

- **34-145(d)(4)(a.1&2) Meets this Code and other applicable County regulations:**

  RESPONSE: The application complies with 34-145(d)(4)(a.1&2) and MCP Design Standards 34-411, The project provides significant facilities building separation, above code perimeter buffering, and appropriate placement of onsite buildings and recreational facilities away from offsite residential areas. The CFPD incorporates native tree preservation areas for site perimeter and interior site buffering. The CFPD does not require or request any code deviations.

- **34-145(d)(4)(a.1)(c) Is compatible with existing and planned uses in the surrounding area:**

  RESPONSE: See the response to Policies 5.1.5, 135.9.5 and 135.9.6. Referring the CFPD Rule 34-145(d)(4)(a.1.c) MCP Compatibility Exhibit, the CFPD Rule 34-145(d)(4)(a.1.c) MCP Compatibility Exhibit _ Site Sections,

the MCP and the Group V Recreation Sports Field Performance Standards and Conditions, the project master plan presents a best fit site planning approach that separates and concentrates the requested religious facilities into the center of the site and away from adjoining RPD and AG-2 single family homesites. The sports field is located adjacent to light industrial and commercial areas along Plantation Rd., away from adjoining RPD and AG-2 single family homesites. This clustering and separation design approach, along with above code buffering and sports field performance standards, help to secure positive compatibility. Site access is directed onto Plantation Road and not on Penzance Road, and the Performance Standards and Conditions will advance surrounding neighborhood compatibility.

- **34-145(d)(4)(a.1)(d) Will provide access sufficient to support the proposed development intensity:**

  RESPONSE: Site access is directed onto Plantation Road by two driveway connections, away from Penzance Road. The CFPD meets County driveway connection separation standards. Planation Road has adequate traffic carrying capacity. Access is sufficient to support the CFPD.

- **34-145(d)(4)(a.1)(e) The expected impacts on transportation facilities will be addressed by existing County regulations and conditions of approval:**

  RESPONSE: The project's transportation facility design, including site access, utilities, drainage, signage and other elements will be identified at the Development Order stage. As such the CFPD complies with 34-145(d)(4)(a.1)(e).

34-145(d)(4)(a.1)(f) Will not adversely affect environmentally critical or sensitive areas and natural resources:

RESPONSE: The CFPD will not affect LDC defined environmentally critical or sensitive areas. The site does not contain occupied protected habitat. The subject property character is classified as mostly open and disturbed, with 32% of the site developed for the New Life Church, and 48% of the site being disturbed hydric open pasture. Within this pasture area one finds a scattering of Brazilian pepper, Primrose willow and Wax myrtle. Ground cover in these areas include Bahia grass, spadeleaf, camper weed and asiatic pennywort. There is no standing water on the site. Native tree vegetation on the site is scattered, located along the south site boundary and immediately to the east of the existing church. Almost all of the existing on-site vegetation has a high degree of exotic infestation such as Melaleuca, Earleaf acacia, and Broomsedge. Scattered onsite native trees include Slash pine, Laurel oak, Live oak and Cabbage palm. Sixty-one percent of the existing large native native pine and oak trees are identified for onsite preservation.

34-145(d)(4)(a.1)(g) Will be served by urban services:

RESPONSE: As documented by Lee County Utilities the project will connect to central potable water and sanitary sewer. Referring to the Policy 2.2.1 evaluation and the Public Services and Roads Map Exhibit, the CFPD is served by urban services.

34-145(d)(4)(a.2)(c) _"If the application includes deviations pursuant to section 34-373(a)(9), that each requested deviation: 1) Enhances the achievement of the objectives of the planned development; and 2) Preserves and promotes the general intent of this Code to protect the public health, safety and welfare."

RESPONSE: Please refer to the MCP; the project does not request code deviations.

The CFPD Master Plan Standards

The 18.13. acre CFPD zoning request relies on a master concept plan that logically conforms to both the site, and accepted professional land use practices and principles. The Master Concept Plan complies with 34-411 General standards.

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

RESPONSE: Refer to the Lee Plan Consistency narrative on pages 8 through 20. The CPD is consistent with the Lee Plan.

(b) *"All planned developments must be designed and constructed in accordance with the provisions of all applicable County development regulations in force at that time. Deviations from the general provisions of this chapter may be permitted if requested as part of the application for a planned development in accordance with section 34-373(a)(9) and approved by the Board of County Commissioners based on the findings established in section 34-377(b)(4).".*

RESPONSE: The application complies with 34-145(d)(4), 34-373, 34-341(2), and MCP Design Standards 34-411. The MCP is designed in accordance with the provisions of all applicable County development regulations.

(c) "*The tract or parcel proposed for development under this article must be located so as to minimize the negative effects of the resulting land uses on surrounding properties and the public interest generally, and must be of such size, configuration and dimension as to adequately accommodate the proposed structures, all required open space, including private recreational facilities and parkland, bikeways, pedestrian ways, buffers, parking, access, on-site utilities, including wet or dry runoff retention, and reservations of environmentally sensitive land or wate*r."

RESPONSE: Refer to the Request Statement Policy 5.1.5, 135.9.5 and 135.0.6 evaluations. The CFPD incorporates above code buffering native tree along Penzance Road, incorporates a 90-ft to 200-ft building setbacks along the east and north boundary, and consolidates the requested athletic field (Recreation Facilities, Private On-site, Groups III & V) to the southwest site area next to the adjacent IL and COM uses and away from the two Penzance Road AG-2 homesites. The project minimizes potential sports field negative effects on surrounding uses by incorporating various operation performance standards and conditions. The project does not access Penzance Road. The project meets and/or exceeds open space, drainage, pedestrian circulation, parking and other code standards.

(d) *"All planned developments must have access to existing or proposed roads. Access must comply with the requirements of chapter 10 and be located so that site-related industrial traffic does not travel through predominantly residential areas.*

RESPONSE: The project solely utilizes Plantation Road for site access. It does not introduce traffic onto Penzance Road..

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

RESPONSE: The CPD will comply with Public Transit rule 10-441 and 10-442.

(f) "*Development and subsequent use of the planned development shall not create or increase hazards to persons or property, whether on or off the site, by increasing the probability or degree of flood, erosion or other danger, nor shall it impose a nuisance on surrounding land uses or the public's interest generally through emissions of noise, glare, dust, odor, air or water pollutants.*"

RESPONSE: The property is located outside the 100-year flood plane. As designed, the CFPD does not feature any surface water, flow-way and wetland onsite area. The CPD does not create traffic, flooding, noise, light, sound, dust or other nuisances (see Policy 5.1.5 evaluation).

(g) "*Every effort shall be made in the planning, design and execution of a planned development to protect, preserve or to not unnecessarily destroy or alter natural, historic or archaeological features of the site, particularly mature native trees and other threatened or endangered native vegetation. Alteration of the vegetation or topography that unnecessarily disrupts the surface water or groundwater hydrology, increases erosion of the land, or destroys significant wildlife habitat is prohibited. That habitat is significant that is critical for the survival of rare, threatened or endangered species of flora or fauna.*"

RESPONSE: The site does not contain occupied protected habitat. The CFPD will not affect LDC defined environmentally critical or sensitive areas. The subject property character is classified as mostly open and disturbed, with 32% of the site developed for the New Life Church, and 48% of the site being disturbed hydric open pasture. Within this pasture area one finds a scattering of Brazilian pepper, Primrose willow and Wax myrtle. Sixty-one percent of the existing large native native pine and oak trees are identified for onsite preservation.

(h) "*A fundamental principle of planned development design is the creative use of the open space requirement to produce an architecturally integrated human environment. This shall be coordinated with the achievement of other goals, e.g., the preservation or conservation of environmentally sensitive land and waters or archaeological sites*."

RESPONSE: Refer to the MCP the CFPD is designed to separate and consolidate building and recreation facilities away from adjoining RPD and AG-2 SF uses. The MCP locates the sports field proximate to the adjacent Plantation Road arterial highway and its IL/COM uses, The MCP utilizes its lake open space and surface water management system open space to advance church to SF separation. Sixty-one

percent of the existing large native native pine and oak trees are identified for onsite preservation. The project demonstrates a creative use of open space for the MCP design.

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

RESPONSE: Refer to the Request Statements Policy 5.1.5, 135.9.5 and 135.0.6 evaluation. The CFPD incorporates above code buffering native tree along Penzance Road, incorporates a 90-ft to 200-ft building setbacks along the east and north boundary, and consolidates the requested athletic field (Recreation Facilities, Private On-site, Groups III & V) to the southwest site area next to the adjacent IL and COM uses and away from the two Penzance Road AG-2 homesites. The project minimizes potential sports field negative effects on surrounding uses by incorporating various operation performance standards and conditions. The project does not access Penzance Road. The site design minimizes potential negative impacts on surround land uses.

(j) "*Where a proposed planned development is surrounded by existing development or land use with which it is compatible and of an equivalent intensity of use, the design emphasis shall be on the integration of this development with the existing development, in a manner consistent with current regulation*."

RESPONSE: NA

(k) "*Where the proposed planned development is surrounded by existing development or land use with which it is not compatible or which is of a significant higher or lower intensity of use (plus or minus ten percent of the gross floor area per acre if a commercial or industrial land use, or plus or minus 20 percent of the residential density), or is surrounded by undeveloped land or water, the design emphasis will be to separate and mutually protect the planned development and its environs*."

RESPONSE: Refer to the Request Statements Policy 5.1.5, 135.9.5 and 135.9.6 evaluation. The CFPD incorporates above code buffering native tree along Penzance Road, incorporates a 90-ft to 200-ft building setbacks along the east and north boundary, and consolidates the requested athletic field (Recreation Facilities, Private On-site, Groups III & V) to the southwest site area next to the adjacent IL and COM uses and away from the two Penzance Road AG-2 homesites. The project minimizes potential sports field negative effects on surrounding uses by incorporating various operation performance standards and conditions. The project does not access Penzance Road. The site design minimizes potential negative impacts on surround land uses.

(l) "*In large residential or commercial planned developments, the site planner is encouraged to create subunits, neighborhoods or internal communities which promote pedestrian activity and community interaction. "*

RESPONSE: NA

(m) "*In order to enhance the viability and value of the resulting development, the designer shall ensure the internal buffering and separation of potentially conflicting uses within the planned development*."

RESPONSE: NA

(n) "*Density or type of use, height and bulk of buildings and other parameters of intensity should vary systematically throughout the planned development. This is intended to permit the location of intense or obnoxious uses away from incompatible land uses at the planned development's perimeter, or, conversely, to permit the concentration of intensity where it is desirable, e.g., on a major road frontage or at an intersection*."

RESPONSE:NA

(o) "*Minimum parking and loading requirements are set forth in article VII, divisions 25 and 26, of this chapter. Where land uses are generators of occasional peak demand for parking space, a portion of the required parking may be pervious or semi-pervious surfaces, subject to the condition that the parking area is constructed and maintained so as to prevent erosion of soil. In all cases, sufficient parking must be provided to prevent the spilling over of parking demand onto adjacent properties or rights-of-way at times of peak demand*."

RESPONSE: The CPD will comply with all relevant LDC and Zoning Code rules and standards, including 10-296 Streets, Div. 25 Off-street Loading, and Div. 26 Parking.

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

RESPONSE: The CFPD's traffic control, signs, security, lighting, landscaping and architecture will be designed for a harmonious religious facility and campus development.

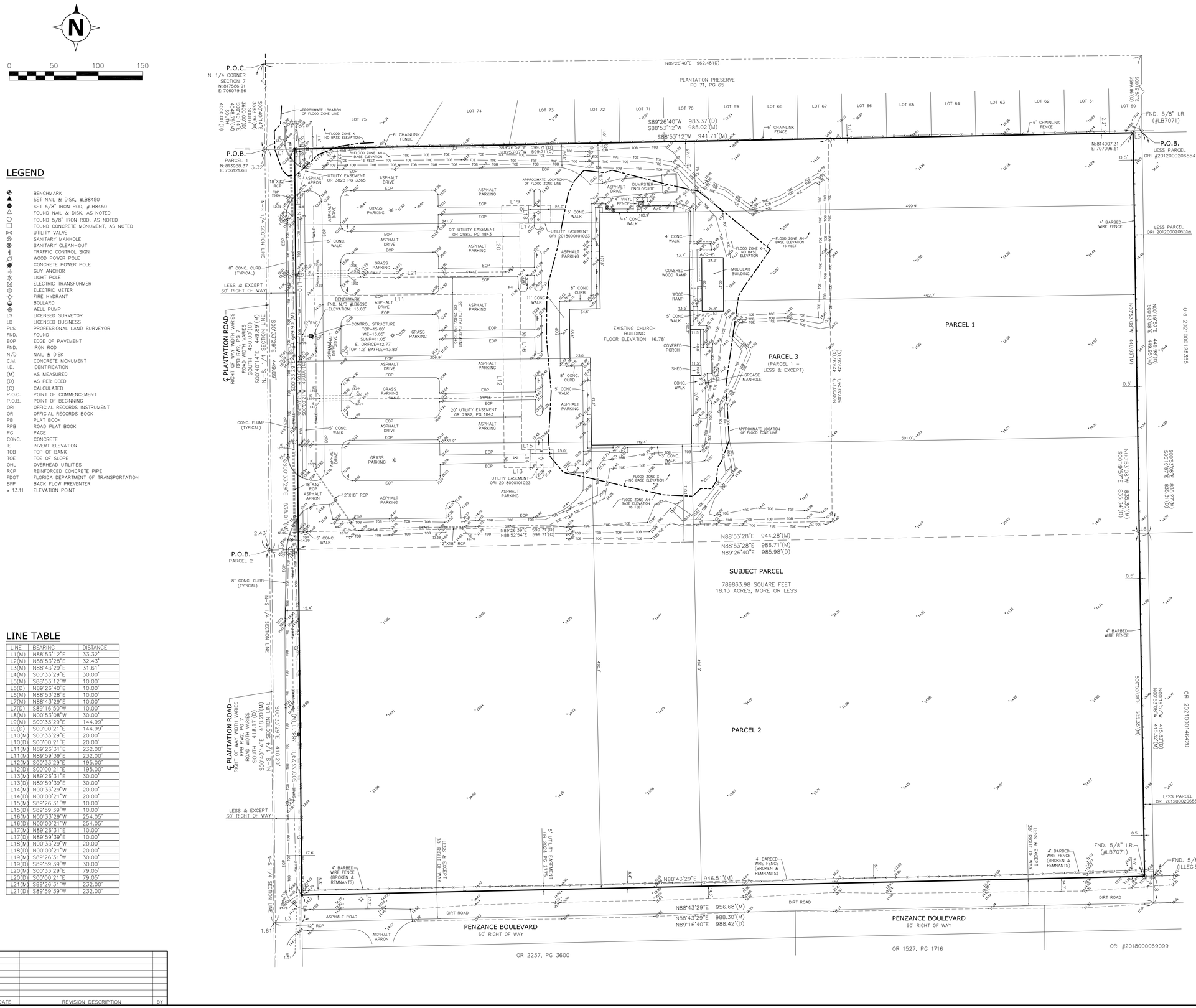
Findings and Conclusions

The planning and zoning land use findings presented herein demonstrate entitlement to the requested CFPD. The CFPD meets the Hearing Examiner Findings Criteria 34-145(d)(4)(a)(1&2) and complies with MCP Design Standards 34-411, The Request Statement confirms adherence to the Lee Plan and Land Development Code. The proposed mix of uses are appropriate, MCP design and design standards safeguard the pubic interest, and the CFPD meets or exceeds regulatory location and performance standards. The CPD is consistent with the intensity set forth in the Lee Plan and LDC, is compatible with existing and planned uses, has adequate services and infrastructure required to service the project, and will not adversely affect natural resources.

Greg Stuart, MAURP
GS/53004/20jan26tuart_newlifechurch_requeststatement.pgs.
www.stuarturbandesign.com

SURVEY PLAT

OF A PARCEL LYING IN
SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA.



LEGEND

- BENCHMARK
- SET NAIL & DISK, #LB8450
- SET 5/8" IRON ROD, #LB8450
- FOUND NAIL & DISK, AS NOTED
- FOUND 5/8" IRON ROD, AS NOTED
- FOUND CONCRETE MONUMENT, AS NOTED
- UTILITY VALVE
- SANITARY MANHOLE
- SANITARY CLEAN-OUT
- TRAFFIC CONTROL SIGN
- WOOD POWER POLE
- CONCRETE POWER POLE
- GUY ANCHOR
- LIGHT POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- FIRE HYDRANT
- BOLLARD
- WELL PUMP

LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
PLS	PROFESSIONAL LAND SURVEYOR
FND.	FOUND
EOP	EDGE OF PAVEMENT
FND.	IRON ROD
N/D	NAIL & DISK
C.M.	CONCRETE MONUMENT
I.D.	IDENTIFICATION
(M)	AS MEASURED
(D)	AS PER DEED
(C)	CALCULATED
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
ORI	OFFICIAL RECORDS INSTRUMENT
OR	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
RPB	ROAD PLAT BOOK
PG	PAGE
CONC.	CONCRETE
IE	INVERT ELEVATION
TOB	TOP OF BANK
TOE	TOE OF SLOPE
OHL	OVERHEAD UTILITIES
RCP	REINFORCED CONCRETE PIPE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
BFP	BACK FLOW PREVENTER
x 13.11	ELEVATION POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	N88°53'12"E	33.32'
L2(M)	N88°53'28"E	32.43'
L3(M)	N88°43'29"E	31.61'
L4(M)	S00°33'29"E	30.00'
L5(M)	S88°53'12"W	10.00'
L5(D)	N89°26'40"E	10.00'
L6(M)	N88°53'28"E	10.00'
L7(M)	N88°43'29"E	10.00'
L7(D)	S89°16'50"W	10.00'
L8(M)	N00°53'08"W	30.00'
L9(M)	S00°33'29"E	144.99'
L9(D)	S00°00'21"E	144.99'
L10(M)	S00°33'29"E	20.00'
L10(D)	S00°00'21"E	20.00'
L11(M)	N89°26'31"E	232.00'
L11(M)	N89°59'39"E	232.00'
L12(M)	S00°33'29"E	195.00'
L12(D)	S00°00'21"E	195.00'
L13(M)	N89°26'31"E	30.00'
L13(D)	N89°59'39"E	30.00'
L14(M)	N00°33'29"W	20.00'
L14(D)	N00°00'21"W	20.00'
L15(M)	S89°26'31"W	10.00'
L15(D)	S89°59'39"W	10.00'
L16(M)	N00°33'29"W	254.05'
L16(D)	N00°00'21"W	254.05'
L17(M)	N89°26'31"E	10.00'
L17(D)	N89°59'39"E	10.00'
L18(M)	N00°33'29"W	20.00'
L18(D)	N00°00'21"W	20.00'
L19(M)	S89°26'31"W	30.00'
L19(D)	S89°59'39"W	30.00'
L20(M)	S00°33'29"E	79.05'
L20(D)	S00°00'21"E	79.05'
L21(M)	S89°26'31"W	232.00'
L21(D)	S89°59'39"W	232.00'

NO.	DATE	REVISION DESCRIPTION	BY

DESCRIPTION

(AS PER STEWART TITLE OWNERSHIP AND ENCUMBRANCE REPORT, FILE NO. 1005330, DATED 05/27/2010 @ 8:00 AM)

PARCEL ONE:
A LOT OR PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTH QUARTER (1 /4) CORNER OF SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, RUN SOUTH 3,600.00 FEET TO A POINT AND THE PLACE OF BEGINNING; THENCE CONTINUE SOUTH 450.00 FEET TO A POINT; THENCE NORTH 89°26'40" EAST A DISTANCE OF 985.98 FEET TO A CONCRETE MONUMENT, PASSING THROUGH A CONCRETE MONUMENT AT 30.00 FEET; THENCE NORTH 00°19'57" WEST A DISTANCE OF 449.98 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°26'40" WEST, A DISTANCE OF 983.37 FEET TO THE PLACE OF BEGINNING, PASSING THROUGH A CONCRETE MONUMENT AT 953.37 FEET. EXCEPTING THEREFROM THE WEST 30 FEET OF THIS LAND WHICH IS RESERVED FOR THE USE OF PUBLIC RIGHT–OF–WAY, ALSO KNOWN AS LOT 9, PINE RANCH ESTATES, AN UNRECORDED SUBDIVISION. ALSO EXCEPTING: A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING A PART OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2063, PAGE 4485, OF THE OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH QUARTER (1/4) CORNER OF SAID SECTION 7; THENCE SOUTH ALONG THE QUARTER SECTION LINE FOR 3600.52 FEET (3600.00 FEET DEED); THENCE NORTH 89°26'52" EAST FOR 30.54 FEET (30.00 FEET DEED) TO A CONCRETE MONUMENT ON THE EAST LINE OF THE WEST 30 FEET OF LANDS DESCRIBED IN SAID DEED AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°00'21" WEST ALONG SAID EAST LINE OF THE WEST 30 FEET OF LANDS DESCRIBED IN SAID DEED, FOR 430.00 FEET; THENCE NORTH 89°26'39" EAST FOR 599.71 FEET; THENCE NORTH 00°00'21" EAST FOR 429.97 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN SAID DEED; THENCE SOUTH 89°26'52" WEST ALONG SAID NORTH LINE FOR 599.71 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. ALSO BEING A PART OF LANDS KNOWN AS LOT 9, PINE RANCH ESTATES, AN UNRECORDED SUBDIVISION. BEARINGS ARE BASED ON SAID QUARTER SECTION LINE BEING SOUTH.
PARCEL TWO:
A TRACT OR PARCEL OF LAND LYING IN PART OF SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, DESCRIBED AS FOLLOWS: FROM THE NORTH QUARTER (1/4) CORNER OF SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, THENCE SOUTH 4,050.00 FEET TO THE POINT AND THE PRINCIPAL PLACE OF BEGINNING; THENCE CONTINUING SOUTH A DISTANCE OF 418.17 FEET TO A POINT, THENCE NORTH 89°16'40" EAST A DISTANCE 988.42 FEET TO A POINT; THENCE NORTH 00°19'57" WEST A DISTANCE OF 415.33 FEET TO A CONCRETE MONUMENT, PASSING THROUGH A CONCRETE MONUMENT AT 30.00 FEET; THENCE SOUTH 89°26'40" WEST A DISTANCE OF 985.98 FEET TO THE PLACE OF BEGINNING PASSING THROUGH A CONCRETE MONUMENT AT 955.98 FEET, EXCEPTING THEREFROM THE WEST 30 FEET AND THE SOUTH 30 FEET OF THIS LAND WHICH IS RESERVED FOR THE USE OF PUBLIC RIGHT–OF–WAY, ALSO KNOWN AS LOT 10, PINE RANCH ESTATES, AN UNRECORDED SUBDIVISION.
PARCEL THREE:
A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING A PART OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2063, PAGE 4485, OF THE OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH QUARTER (1/4) CORNER OF SAID SECTION 7; THENCE SOUTH ALONG THE QUARTER SECTION LINE FOR 3600.52 FEET (3600.00 FEET DEED); THENCE NORTH 89°26'52" EAST FOR 30.54 FEET (30.00 FEET DEED) TO A CONCRETE MONUMENT ON THE EAST LINE OF THE WEST 30 FEET OF LANDS DESCRIBED IN SAID DEED AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°00'21" WEST ALONG SAID EAST LINE OF THE WEST 30 FEET OF LANDS DESCRIBED IN SAID DEED, FOR 430.00 FEET; THENCE NORTH 89°26'39" EAST FOR 599.71 FEET; THENCE NORTH 00°00'21" EAST FOR 429.97 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN SAID DEED; THENCE SOUTH 89°26'52" WEST ALONG SAID NORTH LINE FOR 599.71 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. ALSO BEING A PART OF LANDS KNOWN AS LOT 9, PINE RANCH ESTATES, AN UNRECORDED SUBDIVISION. BEARINGS ARE BASED ON SAID QUARTER SECTION LINE BEING SOUTH.

LESS AND EXCEPT – AS PER ORI 20120002065554 (NOT PART OF OWNERSHIP AND ENCUMBRANCE REPORT)

A TRACT OR PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING THE EAST TEN FEET OF LOT 9 AND LOT 10 , OF" PINE RANCH ESTATES", AN UNRECORDED SUBDIVISION, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7 RUN N 89° 26' 40" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7 FOR 962.48 FEET; THENCE RUN S 00° 19' 57" E FOR 3,599.86 FEET TO THE NORTHEAST COMER OF SAID LOT 9 AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN S 00° 19' 57" E ALONG THE EAST LINE OF SAID LOT 9 AND LOT 10 FOR 835.31 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 30 FEET OF LOTS 10 AND 11 OF SAID UNRECORDED PLAT, THENCE RUN S 89° 16' 50" W ALONG SAID NORTH LINE FOR 10.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 10 FEET OF SAID LOTS 9 AND 10; THENCE RUN N 00° 19' 57" W ALONG SAID WEST LINE FOR 835.34 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 9; THENCE RUN N 89° 26' 40" E ALONG SAID NORTH LINE FOR 10.00 FEET TO THE POINT OF BEGINNING.

NOTES

THIS PLAT WAS PREPARED AS A BOUNDARY AND TOPOGRAPHIC SURVEY.

THIS SURVEY PREPARED BASED ON THE DESCRIPTION AS SHOWN IN STEWART TITLE OWNERSHIP AND ENCUMBRANCE REPORT, FILE NO. 1005330, DATED 05/27/2010 @ 8:00 AM, PROVIDED BY THE CLIENT, THE DESCRIPTION OF THE PARCEL AS DESCRIBED IN 20120002065554, AND EXISTING MONUMENTATION.

BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, THE EAST RIGHT OF WAY LINE OF PLANTATION ROAD AS BEARING S.00°33'29"E.

ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 FROM NATIONAL GEODETIC SURVEY BENCHMARK D416, ELEVATION 16.18 FEET.

PARCEL LIES IN FLOOD ZONE AH WITH A BASE FLOOD ELEVATION 16 FEET, AND FLOOD ZONE X WITH NO BASE FLOOD ELEVATION, AS SHOWN. THIS INFORMATION TAKEN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS NO. 12071C0428H, EFFECTIVE DATE 11/17/2022.

COORDINATES AS SHOWN ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983.

UNDERGROUND IMPROVEMENTS, OTHER THAN THOSE SHOWN, IF ANY, WERE NOT LOCATED.

THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, WILDLIFE HABITATS, OR JURISDICTIONAL LINE OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

SAID PARCEL CONTAINS 789863.98 SQUARE FEET OR 18.13 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, THAT THIS PLAT OF THE HEREON DESCRIBED PROPERTY IS A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Kenneth E. Trask
PLS4684 State of Florida
Digitally signed by Kenneth E. Trask PLS4684 State of Florida
Date: 2023.10.03 12:47:20 -04'00'

KENNETH E. TRASK — DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS4684

NOTICE:

UNLESS ELECTRONICALLY SIGNED AND SEALED, THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

PROPERTY ADDRESS:

11735 PLANTATION ROAD
FORT MYERS, FL 33966

STRAP: 07–45–25–08–00000.009A

K.E. Trask, P.A.
Land Surveyors
Florida Licensed Business No. LB8450
12345 Blasingim Road
Fort Myers, Florida 33966
(239) 980–1495

date	dwg	crd	scale	job#
9–28–23	23–23SR	23–23	1"=50'	23–23

K.E. TRASK, P.A.

LAND SURVEYORS

A PARCEL LYING IN
SECTION 5, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA.

(11735 PLANTATION ROAD)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2063, PAGE 4485, LEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 7; THENCE S.00°40'14"E. ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 7 FOR 3598.79 FEET; THENCE N.88°53'12"E. FOR 33.32 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PLANTATION ROAD, AS SHOWN IN RIGHT OF WAY MAP BOOK 2, PAGE 54, SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE S.00°33'29"E. ALONG SAID RIGHT OF WAY LINE FOR 838.01 FEET; THENCE N.88°43'29"E. ALONG THE NORTHERLY RIGHT OF WAY LINE OF PENZANCE BOULEVARD, A 60.00 FOOT RIGHT OF WAY, FOR 946.51 FEET; THENCE N.00°53'08"W. ALONG THE WESTERY LINE OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2012000206554, SAID PUBLIC RECORDS, FOR 835.30 FEET; THENCE S.88°53'12"W. ALONG THE SOUTHERLY BOUNDARY LINE OF PLANTATION PRESERVE, AS SHOWN IN PLAT BOOK 71, PAGE 65, SAID PUBLIC RECORDS FOR 941.71 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF PLANTATION ROAD, AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 789863.98 SQUARE FEET OR 18.13 ACRES, MORE OR LESS.

BEARINGS ARE PLANE COORDINATE FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983/1990, THE EASTERLY RIGHT OF WAY LINE OF PLANTATION ROAD AS BEARING S.00°33'29"E.

COORDINATES AS SHOWN ARE STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983.

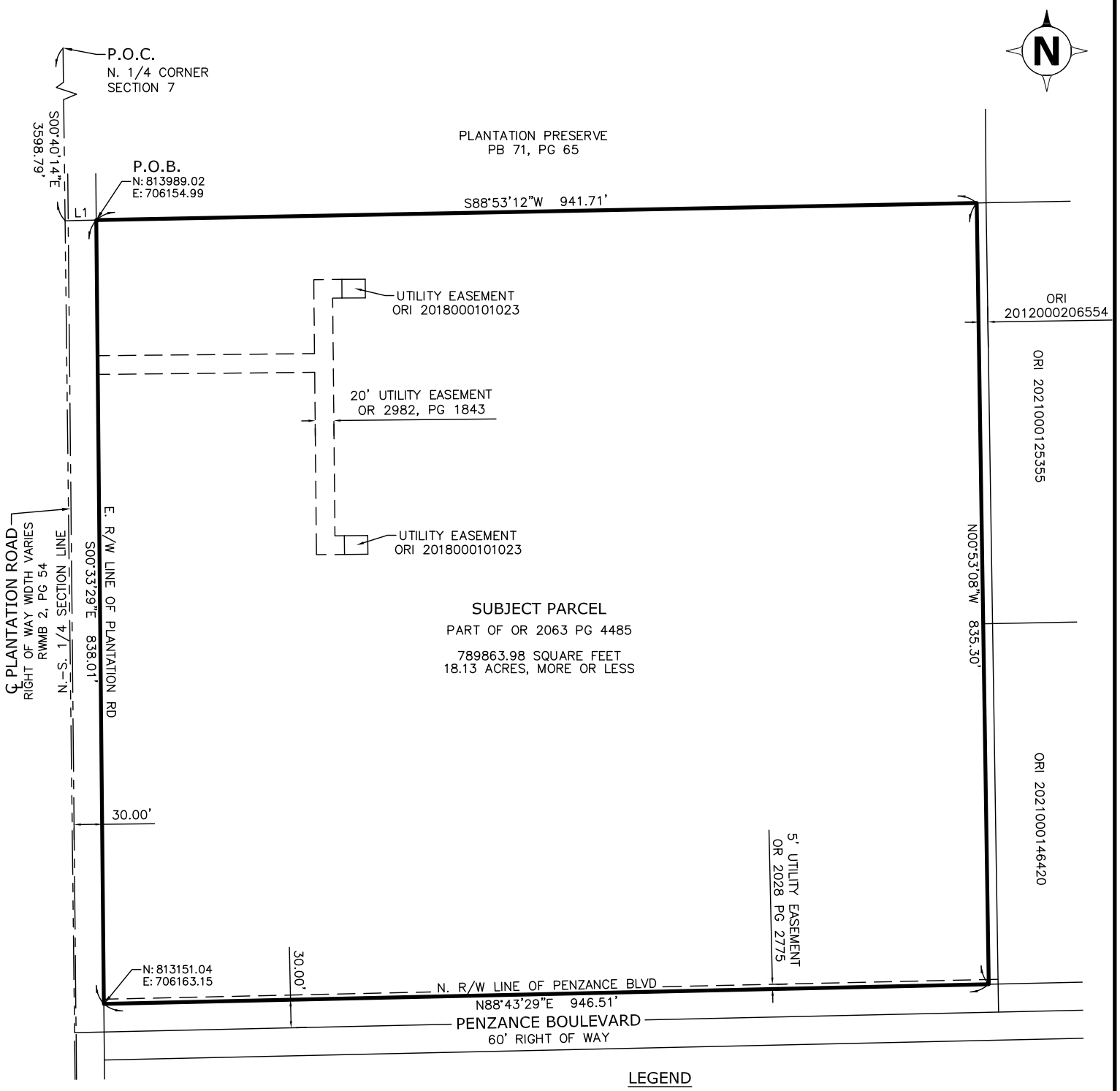
K.E. TRASK, P.A. JULY 8, 2024
FLORIDA LICENSED BUSINESS LB8450

Kenneth E. Trask
PLS4684 State of Florida

Digitally signed by Kenneth E. Trask PLS4684 State of Florida
Date: 2024.07.22 11:11:24 -04'00'

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE LS4684

12345 BLASINGIM ROAD • FORT MYERS, FL 33966



LINE TABLE

LINE	BEARING	DISTANCE
L1	N88°53'12"E	33.32'

LEGEND

LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
OR	OFFICIAL RECORDS BOOK
ORI	OFFICIAL RECORDS INSTRUMENT
PB	PLAT BOOK
RWMB	RIGHT OF WAY MAP BOOK
RW	RIGHT OF WAY
PG	PAGE
N:	NORTH COORDINATE
E:	EAST COORDINATE

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL LYING IN
SECTION 7, TOWNSHIP 45 SOUTH,
RANGE 25 EAST,
LEE COUNTY, FLORIDA.

THIS IS NOT A BOUNDARY SURVEY

Kenneth E. Trask
PLS4684 State of Florida

Digitally signed by Kenneth E. Trask PLS4684 State of Florida
Date: 2024.07.22 11:10:56 -04'00'

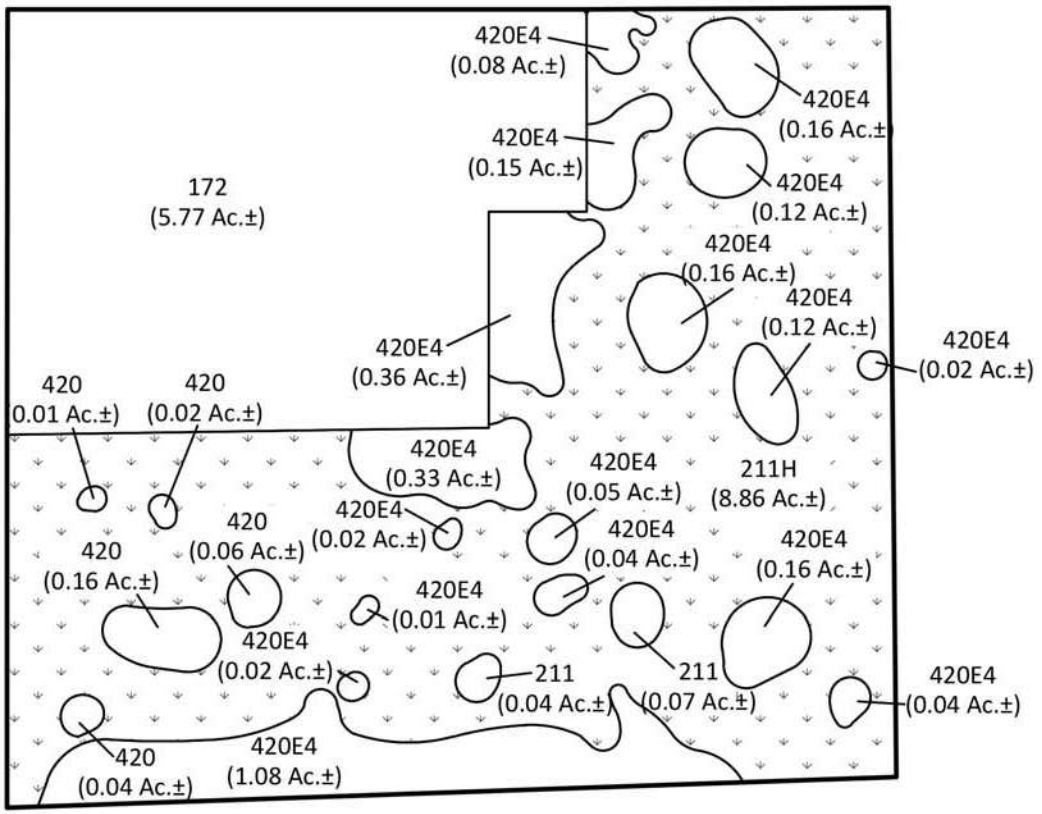
KENNETH E. TRASK DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS4684

K.E. Trask, P.A.
Land Surveyors
Florida Licensed Business No. LB8450
12345 Blasingim Road
Fort Myers, Florida 33966
(239) 980-1495

date	dwg	scale	job#	sheet
7-8-24	23-23SK	1"=150'	23-23	2 OF 2

N

Scale: 1" = 200'



FLUCFCS Table		
FLUCFCS Code	**Description**	**Project Acreage**
172	Church	5.77
211	Improved Pasture	0.11
211 H	Hydric Improved Pasture	8.86
420 E4	Mixed Upland Forest (Exotics > 75%)	3.25
	Total	**17.99**

Legend

Wetlands
(8.86± Ac)

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Revisions	Date:	Drawn By: BWS	Date: 3/30/25
		Job Number	
		S/T/R	7/45S/25E

Life Church - 11735 Plantation Road

FLUCFCS Map

Category	FLUCFCS
Scale:	1" = 200'
County	Lee

BEARPAWS ENVIRONMENTAL CONSULTING
1599 Covington Circle East Fort Myers, FL 33919
(239) 340-0678 bearpaws.env.consulting@gmail.com

Page -

Exhibit -

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

81°52'30.44"W 26°35'44.11"N



81°50'37.08"W 26°33'38.43"N

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR DRAFT FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee See Notes *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

LINK> </CLR>for official maps and additional

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at https://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates, refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Basemap information shown on this FIRM was provided in digital format by USDA, Farm Service Agency (FSA). This information was derived from NAIP, dated April 11, 2018.

This map was exported from FEMA's National Flood Hazard Layer (NFHL) on **10/15/2025 7:44 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. For additional information, please see the Flood Hazard Mapping Updates Overview Fact Sheet at https://www.fema.gov/media-library/assets/documents/118418

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date.

SCALE

Map Projection:
GCS, Geodetic Reference System 1980;
Vertical Datum: NAVD88
For information about the specific vertical datum for elevation features, datum conversions, or vertical monuments used to create this map, please see the Flood Insurance Study (FIS) Report for your community at https://msc.fema.gov

N

1 inch = 500 feet 1:6,000

0 250 500 1,000 1,500 2,000 Feet

0 50 100 200 300 400 Meters



NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

PANEL 428 OF 678

Panel Contains:

COMMUNITY	NUMBER	PANEL
LEE COUNTY	125124	0428
CITY OF FORT MYERS	125106	0428

MAP NUMBER
12071C0428H
EFFECTIVE DATE
November 17, 2022

Soil Map—Lee County, Florida
(240606 LIFE CHURCH SOIL MAP)



Map Scale: 1:2,240 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 30 60 120 180

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

Soil Map—Lee County, Florida
(240606 LIFE CHURCH SOIL MAP)

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lee County, Florida
Survey Area Data: Version 22, Aug 21, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 14, 2021—Nov 23, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
102	Cypress Lake fine sand-Urban land complex, 0 to 2 percent slopes	0.5	2.4%
147	Pineda fine sand, limestone substratum-Urban land complex, 0 to 2 percent slopes	19.0	97.6%
Totals for Area of Interest		**19.5**	**100.0%**

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

stewart title®

SCANNED

File No.: 1005330

OWNERSHIP AND ENCUMBRANCE REPORT

THIS CERTIFIES, that according to the records in the Office of the Clerk of the Circuit Court of Lee County, State of Florida, as of 05/27/2010 @ 08:00 AM, New Covenant Fellowship Ministries, Inc., as to Parcels 1 and 2 and Joe O. McClure, as to Parcel 3, by virtue of that certain Deeds recorded in Official Records Book 2497, Page 1809 and Official Records Book 3085, Page 1866, of the Public Records of Lee County, Florida, is/are the apparent record owner(s) of the following described land (hereinafter referred to as the "Property"), situate, lying and being in the County of Lee, State of Florida, to-wit:

LEGAL DESCRIPTION:

PARCEL ONE:
A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County Florida, described as follows: From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point; thence North 89°26'40" East a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence North 00°19'57" West a distance of 449.98 feet to a concrete monument; thence South 89°26'40" West, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, Pine Ranch Estates, an unrecorded subdivision. ALSO EXCEPTING: A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Records Book 2063, Page 4485, of the Official Records of said county, described as follows: Commence at the North Quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence North 89°26'52" East for 30.54 feet (30.00 feet deed) to a concrete monument on the East line of the West 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence South 00°00'21" West along said East line of the West 30 feet of lands described in said deed, for 430.00 feet; thence North 89°26'39" East for 599.71 feet; thence North 00°00'21" East for 429.97 feet to the North line of lands described in said deed; thence South 89°26'52" West along said North line for 599.71 feet to the Point of Beginning of the herein described parcel. Also being a part of lands known as Lot 9, Pine Ranch Estates, an unrecorded subdivision. Bearings are based on said quarter section line being South.

PARCEL TWO:
A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, described as follows: From the North Quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning; thence continuing South a distance of 418.17 feet to a point, thence North 89°16'40" East a distance of 988.42 feet to a point; thence North 00°19'57" West a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence South 89°26'40" West a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet. EXCEPTING therefrom the West 30 feet and the South 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 10, Pine Ranch Estates, an unrecorded subdivision.

PARCEL THREE:
A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Records Book 2063, Page 4485, of the Official Records of said county, described as follows: Commence at the North Quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence North 89°26'52" East for 30.54 feet

(30.00 feet deed) to a concrete monument on the East line of the West 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence South 00°00'21" West along said East line of the West 30 feet of lands described in said deed, for 430.00 feet; thence North 89°26'39" East for 599.71 feet; thence North 00°00'21" East for 429.97 feet to the North line of lands described in said deed; thence South 89°26'52" West along said North line for 599.71 feet to the Point of Beginning of the herein described parcel. Also being a part of lands known as Lot 9, Pine Ranch Estates, an unrecorded subdivision. Bearings are based on said quarter section line being South.

SUBJECT TO THE FOLLOWING:

1. **Warranty Deed recorded in Official Records** Book 286, Page 428**, of the Public Records of Lee County, Florida.**

2. **Deed of Restrictions recorded in Official Records** Book 341, Page 443 **and Release recorded in Official Records** Book 2063, Page 4483**, of the Public Records of Lee County, Florida.**

3. **Warranty Deed recorded in Official Records** Book 662, Page 703**, of the Public Records of Lee County, Florida.**

4. **Quit Claim Deed recorded in Official Records** Book 776, Page 716 **and re-recorded in Official Records** Book 828, Page 183**, of the Public Records of Lee County, Florida.**

5. **Quit Claim Deed recorded in Official Records** Book 828, Page 184**, of the Public Records of Lee County, Florida.**

6. **Warranty Deed recorded in Official Records** Book 988, Page 73**, of the Public Records of Lee County, Florida.**

7. **Warranty Deed recorded in Official Records** Book 1009, Page 1520**, of the Public Records of Lee County, Florida.**

8. **Final Judgment of Dissolution of Marriage recorded in Official Records** Book 1197, Page 2099**, of the Public Records of Lee County, Florida.**

9. **Quit Claim Deed recorded in Official Records** Book 1199, Page 809**, of the Public Records of Lee County, Florida.**

10. **Quit Claim Deed recorded in Official Records** Book 1199, Page 817**, of the Public Records of Lee County, Florida.**

11. **Warranty Deed recorded in Official Records** Book 1500, Page 1338**, of the Public Records of Lee County, Florida.**

12. **Perpetual Utility Easement Grant and Indemnity Agreement recorded in Official Records** Book 2028, Page 2775**, of the Public Records of Lee County, Florida.**

13. **Warranty Deed recorded in Official Records** Book 2063, Page 4485**, of the Public Records of Lee County, Florida.**

14. **Mortgage recorded in Official Records** Book 2063, Page 4487**, of the Public Records of Lee County, Florida.**

15. **Mineral Interest Quit Claim Deed recorded in Official Records** Book 2068, Page 1489, **of the Public Records of Lee County, Florida.**

16. **Notice of Development Order recorded in Official Records** Book 2233, Page 1687, **of the Public Records of Lee County, Florida.**

17. **Mortgage Modification Agreement recorded in Official Records** Book 2310, Page 225, **of the Public Records of Lee County, Florida.**

18. **Assignment of Mortgage recorded in Official Records** Book 2388, Page 306, **of the Public Records of Lee County, Florida.**

19. **Quit Claim Deed recorded in Official Records** Book 2497, Page 1809, **of the Public Records of Lee County, Florida.**

20. **Mortgage recorded in Official Records** Book 2872, Page 2745, **of the Public Records of Lee County, Florida.**

21. **Assignment of Rents, Leases, Profits and Contracts recorded in Official Records** Book 2872, Page 2758, **of the Public Records of Lee County, Florida.**

22. **State of Florida Uniform Commercial Code Financing Statement recorded in Official Records** Book 2872, Page 2765, **of the Public Records of Lee County, Florida.**

23. **Corrective Partial Release of Mortgage recorded in Official Records** Book 2891, Page 1487, **of the Public Records of Lee County, Florida.**

24. **Perpetual Utility Easement Grant and Indemnity Agreement recorded in Official Records** Book 2982, Page 1843, **of the Public Records of Lee County, Florida.**

25. **Notice of Development Order Approval recorded in Official Records** Book 2990, Page 1755, **of the Public Records of Lee County, Florida.**

26. **Warranty Deed recorded in Official Records** Book 3085, Page 1866, **of the Public Records of Lee County, Florida.**

27. **Mortgage Modification and Spreader Agreement recorded in Official Records** Book 3201, Page 5 **and Corrective Mortgage Modification and Spreader Agreement recorded in Official Records** Book 3570, Page 2463, **of the Public Records of Lee County, Florida.**

28. **Modification of Note, Mortgage and Other Loan Documents and Notice of Future Advance recorded in Official Records** Book 3570, Page 2468, **of the Public Records of Lee County, Florida.**

29. **Perpetual Public Utility Easement Grant recorded in Official Records** Book 3828, Page 3365, **of the Public Records of Lee County, Florida.**

30. **Modification and Extension of Mortgage recorded in Official Records** Instrument #2006000034621, **of the Public Records of Lee County, Florida.**

31. **Same Name Affidavit recorded in Official Records** Instrument #2006000034622, **of the Public Records of Lee County, Florida.**

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

(The items shown herein are the only pertinent instruments affecting the above land, for the period stated above)

THIS COMPANY, in issuing this O & E Report (hereinafter referred to as the "Report"), assumes no liability on account of any instrument or proceedings, in the chain of title to the Property, which may contain defects that would render such instrument or proceedings null and void or defective. All instruments in the chain of title to the Property are assumed to be good and valid.

The Company's liability for this Report is limited to $1,000 and extends only to the Customer who placed the order with the Company. No one else may rely upon this Report. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the limited amount stated above. This Report contains no expressed or implied opinion, warranty, guarantee, insurance or other similar assurance as to the status of title to real property. This report should only be relied upon for title information and, therefore, should be verified by a commitment for title insurance.

Issued: 06/03/2010
Stewart Title Guaranty Company

SCANNED

Patriots act:

Names Searched	Results Found
NEW COVENANT FELLOWSHIP MINISTRIES INC	0

Results returned for user search on all key words

No Results Found for Specially Designated Nationals

No Results Found for Closing/Fraud Alerts

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Current Date: 06/01/2010
Last Updated: 06/01/2010

Property Profile

11735 PLANTATION RD , FORT MYERS, FL 33966-1342

Owner Information

Name: NEW COVENANT FELLOWSHIP MINISTRIES INC
Address: 11735 PLANTATION RD
FORT MYERS, FL 33966-1342
Owner Carrier Route: R075

Assessment Information

APN/PIN:	0745250800000009A	Lot / Block:	9A /	Exempt Status:	OTHER
Property ID:	86929740	Tax Rate Area:	47	Exempt Amount:	$3,588,050
Total Assessed Value:	$3,588,050				
Improved Value:					
Land Value:					
Total Taxes:	$514.03	% Improved:	81.67		
Market Value:	$4,181,470	Tract:			
Subdivision:	PINE RIDGE ESTATES				
Legal Desc:					
Section:	07	Township:		Range:	25

General Property Description

Impr SqFt:	27,767	Basement SqFt:	0	Built:	1989	Remodeled: 1999	Number of Units:
Zoning:	AG-2			Bedrooms:		Bathrooms: 57.00	Rooms:
Land Use:	CHURCH - 71			Census Tract/Block:	001202 / 1	Roof:	Stories: 1
Heating/Cooling:	FORCED AIR /CENTRAL	MLS Area:		Fireplace:		Pool:	Garage:

Land Characteristics

Acreage:		Land SqFt:	786,611
Flood Panel:	1251240350B	Flood Zone:	X500
Latitude:	26.571880	Longitude:	-81.845570

Floodway:

Deed and Loan Information

Last Sale

Last Sale Date:	Sale Price:	Price/SqFt:
Document:	Title Company:	Seller:

Last Loan

Loan Date:	Loan Amount:	Lender:

Real Property Information

Account
07-45-25-08-00000.009A
Original Account
07-45-25-08-00000.009A
Owner
NEW COVENANT FELLOWSHIP MINISTRIES INC
Physical Address
11735 PLANTATION RD
FORT MYERS FL 33966

Tax Year
2009
Book/Page
3085/1866

Status
PAID

Mailing Address
11735 PLANTATION RD
FORT MYERS FL 33966
USA

Legal Description
FR N1/4 COR S 3600.52 FT E 30.54 FT TO POB DESC OR 2497/1810
Outstanding Balance as of 6/3/2010 $0.00

District 047

Market Assessed Value	$4,181,470.00
Agricultural Exemption	$0.00
Assessed SOH Value	$3,588,050.00
Homestead Exemption	$0.00
Other Exemption	$0.00
Wholly Exemption	$3,588,050.00
Taxable Value	$0.00
Senior Exemption	$0.00
Historical Exemption	$0.00

Combined Tax & Assessment Amount $514.03

Ad Valorem Taxes

Taxing Authority	Multiplier	Millage Rate	Taxes Levied
LEE COUNTY CAPITAL IMP	0.00	0.0005000	$0.00
LEE COUNTY GENERAL REVENUE	0.00	0.0036506	$0.00
LEE COUNTY LIBRARY FUND	0.00	0.0002844	$0.00
PUBLIC SCHOOL - BY LOCAL BOARD	0.00	0.0022480	$0.00
PUBLIC SCHOOL - BY STATE LAW	0.00	0.0052600	$0.00
LEE COUNTY ALL HAZARDS - MSTU	0.00	0.0000693	$0.00
LEE COUNTY UNINCORPORATED - MSTU	0.00	0.0008398	$0.00
SFL WATER MGMT-OKEECHOBEE LEVY	0.00	0.0002797	$0.00
SFL WATER MGMT-DISTRICT LEVY	0.00	0.0002549	$0.00
SFL WATER MGMT-EVERGLADE CONST	0.00	0.0000894	$0.00
LEE COUNTY HYACINTH CONTROL	0.00	0.0000277	$0.00
LEE COUNTY MOSQUITO CONTROL	0.00	0.0002132	$0.00
SOUTH TRAIL FIRE DISTRICT	0.00	0.0018760	$0.00
WEST COAST INLAND WATERWAY	0.00	0.0000394	$0.00

Non Ad Valorem Assessments

Taxing Authority	Rate	Basis	Taxes Levied
SOLID WASTE ASSESSMENT	1.0000	ACTL LEVY	$514.03

Nov 2009	Dec 2009	Jan 2010	Feb 2010	Mar 2010
$493.47	$498.61	$503.75	$508.89	$514.03

Tax Year	Account	Processed	As Paid	Amount Paid
2009	07-45-25-08-00000.009A	11/19/2009	11/19/2009	$493.47

1 match(es)

Certificate	Tax Year	Account	Status	Outstanding Balance as of 6/3/2010	as of 7/1/2010

All tax year(s) have been paid for this account.
The amount due for future dates is subject to change
without notice due to statutory compliance.
match(es)

Tax Year	Account		Taxable Value	Exemptions	Total Tax
2000	07-45-25-08-00000.009A	$0.00	$1,018,530.00		$417.15
2001	07-45-25-08-00000.009A	$0.00	$1,224,480.00		$389.35
2002	07-45-25-08-00000.009A	$0.00	$1,203,190.00		$373.91
2003	07-45-25-08-00000.009A	$0.00	$1,305,160.00		$345.55
2004	07-45-25-08-00000.009A	$0.00	$1,305,860.00		$330.77
2005	07-45-25-08-00000.009A	$0.00	$1,821,320.00		$278.94
2006	07-45-25-08-00000.009A	$0.00	$2,247,090.00		$511.61
2007	07-45-25-08-00000.009A	$0.00	$3,279,080.00		$497.85
2008	07-45-25-08-00000.009A	$0.00	$3,261,860.00		$497.92
2009	07-45-25-08-00000.009A	$0.00	$7,769,520.00		$514.03

10 match(es)

284 428

3676662

Published for Lawyers' Title Guaranty Fund, Orlando, Florida

ALLEN, BOCKOVEN, SWARTZ, BECKMANN & DAVIS

geo/th/cmp 6, Blk 1588 – Collier Acres
FORT MYERS, FLORIDA

Warranty Deed

(STATUTORY FORM – SECTION 689.02 F.S.)

This Indenture, Made this 10th day of February, 1965. Between A. W. D. HARRIS, Trustee, joined by his wife, FRANCES HARRIS, of the County of Lee, State of Florida, grantor*, and GENE BARTHOLOMEW, JR. whose post office address is 3464 Avacado Drive, Fort Myers, of the County of Lee, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten and no/100---------- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

The East one-half (E½) of Section 7, Township 45 South, Range 25 East.

Subject to railroad right-of-way, Florida Power & Light Company right-of-way, reservations, easements and restrictions of record, and taxes for the calendar year 1965.

ALSO, SUBJECT TO an existing mortgage dated January 26, 1965, in the original principal amount of $101,925.00, recorded in O. R. Book 284, Page 462, Public Records of Lee County, Florida.

SAVING AND RESERVING unto Grantor an undivided one-fourth (1/4) interest of all oil, gas and mineral rights in and to said lands.

STATE OF FLORIDA DOCUMENTARY STAMP TAX LEE COUNTY ..1320

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

A. W. D. Harris (Seal)

Frances Harris (Seal)

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared A. W. D. HARRIS, Trustee, and FRANCES HARRIS, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of February 1965.

My commission expires: 3-3-66

Notary Public

FEB 9 4 32 PM 1965 D. T. FARAGO CLERK CIRCUIT COURT LEE COUNTY, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK

STATE OF FLORIDA DOCUMENTARY STAMP TAX LEE COUNTY ..9900

STATE OF FLORIDA DOCUMENTARY STAMP TAX LEE COUNTY ..9900

STATE OF FLORIDA DOCUMENTARY STAMP TAX LEE COUNTY ..9900

$7500.00
Acc. #56
d.s. 22.50
s.t. 7.25

581511

662 703

This Indenture, Made this 18th day of January A. D. 19 71

between GENE BARTHOLOMEW JR., Individually and As Trustee, joined by his wife, HARRIETTE C. BARTHOLOMEW

part ies of the first part and ROBERT G. LINCOLN and MARJORIE S. LINCOLN, husband and wife as an estate by the entirety
whose address is 8731 Exeter, Fort Myers, Florida

part ies of the second part.

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of --Ten Dollars and Other Valuable Considerations----------

to them in hand paid by the said part ies of the second part the receipt where of is hereby acknowledged do by these presents Grant, Bargain, Sell, Remise, Release and Convey unto the said part ies of the second part, and to their heirs and assigns, forever, all the following described land situated in the County of Lee, State of Florida and known and described as follows, to wit:

LOT #10, BEING PART OF SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS: STARTING AT THE NORTH 1/4 CORNER OF SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, THENCE SOUTH 4050.00 FEET TO A POINT AND THE PRINCIPAL PLACE OF BEGINNING, THENCE CONTINUING SOUTH A DISTANCE OF 418.17 FEET TO A POINT, THENCE N. 89° 16' 50" E., A DISTANCE OF 986.42 FEET TO A POINT, THENCE N. 0° 19' 57" W., A DISTANCE OF 415.33 FEET TO A CONCRETE MONUMENT, PASSING THROUGH A CONCRETE MONUMENT AT 30.00 FEET, THENCE S. 89° 26' 40" W., A DISTANCE OF 985.98 FEET TO THE PLACE OF BEGINNING, PASSING THROUGH A CONCRETE MONUMENT AT 955.98 FEET AND CONTAINING 9.44 ACRES OF LAND, EXCEPTING THEREFROM THE WEST 30 FEET AND THE SOUTH 30 FEET OF THIS LAND WHICH IS RESERVED FOR THE USE OF PUBLIC RIGHT-OF-WAY.

RECORDED IN OFFICIAL RECORDS OF LEE COUNTY, FLORIDA
FEB 23 4 28 PM '71
D.T. FARABEE
CLERK CIRCUIT COURT
D.C.

Subject to restrictions, reservations and easements of record and taxes for the calendar year 1971.

STATE OF FLORIDA
FEB 2 4 1971
DOCUMENTARY
SUR TAX
$.55

To Have and to Hold the Same, together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said part ies of the second part, their heirs and assigns forever, and the said part ies of the first part do hereby fully warrant the title to said land and will defend the same against the lawful claim of all persons whomsoever.

Part ies of the second part assume the payment of taxes for the year 1971 and subsequent years.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year above written.

Signed, sealed and delivered in the presence of

Wayne Griffin
Witness

(CB) Gene Bartholomew (SEAL)
(HCB) Harriette C. Bartholomew (SEAL)
(SEAL)
(SEAL)

State of Florida **County of** Lee

I Hereby Certify, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments GENE BARTHOLOMEW JR., Individually and As Trustee, joined by his wife, HARRIETTE C. BARTHOLOMEW

to me well known to be the person s described in and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 18th day of January A. D. 1971

Wayne Griffin
Notary Public

My Commission expires Sept. 15 19 71.

This instrument prepared by: Gene Bartholomew Jr.
P. O. Box 361
Fort Myers, Florida - 33902

For correction of this Deed
see O. R. Book 128 Page 183

QUIT-CLAIM DEED

RAMCO FORM 8

O.R. REC. 776 PAGE 716 639[illegible]22

This Quit-Claim Deed, *Executed this* 27th *day of* January *, A. D.* 1972 *, by* GENE BARTHOLOMEW, JR., individually and as Trustee, joined by his wife, HARRIETTE C. BARTHOLOMEW *first party, to* JOSEPH H. MILLS and KENNETH M. KAYLOR as Tenants in Common

whose postoffice address is 4811 Del Prado Parkway, Cape Coral, Florida

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $ *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Lee *State of* Florida *, to-wit:*

Lot 9, Pine Ranch Estates, an unrecorded subdivision in Section 7, Township 45 South, range 25 East, more particularly described as follows:

Starting at the North ¼ corner of Section 7, Township 45 South, Range 25 East; thence South 3600.00 feet to a point and the principal place of beginning; thence continuing South 450.00 feet to a point, thence N. 89°26'40" East, a distance of 985.90 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N. 00°19'57" West, a distance of 449.98 feet to a concrete monument; thence South 89°26'40" West, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land, excepting therefrom the West 30 feet of this land which is reserved for the use of public right-of-way.

FEB 3 1972
STATE OF FLORIDA
DOCUMENTARY
SUR TAX
$.55
LEE COUNTY

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
FEB-2'72
$.30

FEB 2 3 24 PM
O.T. FARABEE
CLERK CIRCUIT COURT
LEE COUNTY, FLORIDA
RECORDED IN OFFICIAL RECORDS
BOOK 776 PAGE 716
RECORD VERIFIED

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in presence of:

Marjorie Griffin
Barbara Stevens

Gene Bartholomew, individually and as Trustee (L.S.)

Harriette C. Bartholomew (L.S.)

STATE OF FLORIDA,
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GENE BARTHOLOMEW, individually and as Trustee, joined by his wife, HARRIETTE C. BARTHOLOMEW to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of January A. D. 1972

My Commission Expires

Marjorie Griffin
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 15, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

This Instrument prepared by: Larry A. Echols
Address P. O. Box 2656, Ft. Myers Beach, Fla.

QUIT-CLAIM DEED

RAMCO FORM 8

866451

OFF. REC. 776 PAGE 716

639[illegible]

OFF. REC. 828 PAGE 183

This Quit-Claim Deed, *Executed this* 27th *day of* January , A. D. 1972 , *by* [illegible], JR., individually and as Trustee, joined by his wife, HARRIETTE C. BARTHOLOMEW *first party, to* JOSEPH S. MILLS and KENNETH M. TAYLOR as Tenants in Common *whose postoffice address is* 4811 Del Prado Parkway, Cape Coral, Florida *second party:*

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $ *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Lee *State of* Florida , *to-wit:*

Lot 9, Pine Ranch Estates, an unrecorded subdivision in Section 7, Township 45 South, range 25 East, more particularly described as follows:

Starting at the North ¼ corner of Section 7, Township 45 South, Range 25 East; thence South 3600.00 feet to a point and the principal place of beginning; thence continuing South 450.00 feet to a point, thence N. 89°26'40" East, a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N. 00°19'57" West, a distance of 449.98 feet to a concrete monument; thence South 89°26'40" West, a distance of 963.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land, excepting therefrom the West 30 feet of this land which is reserved for the use of public right-of-way.

FEB 3 1972

STATE OF FLORIDA DOCUMENTARY SUR TAX $.55

LEE COUNTY

STATE OF FLORIDA DOCUMENTARY STAMP TAX FEB-1972 $.00

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED

FEB 2 3 24 PM '72

D.T. FARABEE CLERK CIRCUIT COURT

BY [illegible]

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in presence of:

Marjorie Griffin

Grace Treasure

[illegible] Bartholomew, individually and as Trustee (L.S.)

Harriette C. Bartholomew (L.S.)

STATE OF FLORIDA, COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared [illegible] BARTHOLOMEW, individually and as Trustee, joined by his wife, HARRIETTE C. BARTHOLOMEW to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of January A. D. 1972

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED

[illegible]

Notary Public

My Commission Expires

JUN 28 2 42 PM '72

D.T. FARABEE CLERK CIRCUIT COURT

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES SEPT. 15, 1975 GENERAL INSURANCE UNDERWRITERS, INC.

This Instrument prepared by: [illegible] Nichols

Address P. O. Box 2691, [illegible] Beach, Fla.

*This instrument is rerecorded to correct erroneous description in original recorded deed.

FORM 1109 Florida Promulgated QUIT CLAIM DEED. 382152

TUTBLANX REGISTERED U.S. PAT. OFFICE Tutble Law Print Publishing Company

OFF. REC. 828 PAGE 184

This Indenture

Wherever used herein the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; the use of the singular number shall include the plural and the plural the singular; the use of any gender shall include all genders, and if used, the term "note" shall include all the notes herein described if more than one

Made this 11th *day of* March May *, A. D. 19* 72.

Between RUBY V. GANGER, widow and surviving spouse of Lloyd J. Ganger, deceased, a single woman who by execution hereof affirms that she was married to Lloyd J. Ganger prior to February 14, 1968 and remained married without an intervening divorce until the date of death of the said Lloyd J. Ganger on February 9, 1971 who died a resident of the State of Florida, of the County of Calloway and State of Kentucky, *party of the first part,*

and JOSEPH B. MILES and KENNETH M. KAYLOR as Tenants in Common

Address: 4811 Del Prado Parkway, Cape Coral, Florida

, *of the County of* Lee *and State of* Florida, *party of the second part,*

Witnesseth, *that the said party of the first part, for and in consideration of the sum of* TEN DOLLARS AND OVC----------*Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot , piece or parcel of land, situate lying and being in the County of* Lee *State of Florida, to wit:*

Lot 9, Pine Ranch Estates, an unrecorded subdivision in Section 7, Township 45 South, range 25 East, more particularly described as follows:

Starting at the North 1/4 corner of Section 7, Township 45 South, Range 25 East; thence South 3600.00 feet to a point and the principal place of beginning; thence continuing South 450.00 feet to a point, thence N. 89°26'40" East, a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N. 00°19'57" West, a distance of 449.98 feet to a concrete monument; thence South 89°26'40" West, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land, excepting therefrom the West 30 feet of this land which is reserved for the use of public right-of-way.

To Have and to Hold *the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.*

In Witness Whereof, *the said party of the first part has hereunto set his hand and seal the day and year first above written.*

Signed, Sealed and Delivered in Our Presence:

Ruby V. Ganger

JUN 29 1972 STATE OF FLORIDA DOCUMENTARY SUR TAX $.55

State of Florida, KENTUCKY
County of CALLOWAY

I HEREBY CERTIFY. *That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,* RUBY V. GANGER, widow and surviving spouse of Lloyd J. Ganger, deceased.

to me well known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS *my hand and official seal at* Murray *County of* Calloway, *and State of Florida, this* 11th *day of* March *A. D. 19*72.

Notary Public
My Commission Expires

JUN 28 72 0030 0003 331

OFF. REC. 988 PAGE 73

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

WHG/dr

747589

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

WILLIAM H. GRACE
of the Law Offices of
ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS
P. O. Box 1480
FORT MYERS, FLORIDA 33902

This Indenture, Made this 4th day of Sept 19 73, **Between**

ROBERT G. LINCOLN and MARJORIE S. LINCOLN, husband and wife

of the County of Lee, State of Florida grantor*, and

GEORGE T. FREELAND and MARY E. FREELAND, husband and wife,

whose post office address is 3405 Fowler, Fort Myers, Florida 33901

of the County of Lee, State of Florida grantee*,

SAL GERACI CLERK OF CIRCUIT COURT DC

SEP 5 4 12 PM '73

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED

Witnesseth, That said grantor, for and in consideration of the sum of ----------
TEN ($10.00)---------- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

Lot 10, being part of Section 7, Township 45 South, Range 25 East, and further bounded and described as follows: Starting at the North 1/4 corner of Section 7, Township 45 South, Range 25 East, thence South 4050.00 feet to a point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N. 89° 16' 50" E., a distance of 988.42 feet to a point, thence N. 0° 19' 57" W., a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence S. 89° 26' 40" W., a distance of 985.98 feet to the place of beginning, passing through a concrete monument at 955.98 feet and containing 9.44 acres of land, excepting therefrom the West 30 feet and the South 30 feet of this land which is reserved for the use of public right-of-way.

SUBJECT to easements, restrictions and reservations of record, if any, and taxes for the calendar year 1973.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Robert G. Lincoln (Seal)

Marjorie S. Lincoln (Seal)

DOCUMENTARY SURTAX 2.20 FLORIDA STAMP TAX 66.00

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ROBERT G. LINCOLN and MARJORIE S. LINCOLN, husband and wife,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of September, 19 73.

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 17, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

766036

OFF. REC. 1009 to 1520

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This instrument was prepared by:
Name Larry A. Echols
Address P. O. Box 2689
Ft. Myers Bch., Fla. 33931

This Indenture, Made this 29th day of November 1973 . **Between**

JOSEPH B. MILES, joined by his wife BETTY J. MILES and KENNETH M. KAYLOR joined by his wife SHARON KAYLOR
of the County of , State of , grantor, and

GEORGE T. FREELAND and MARY E. FREELAND, husband and wife as an Estate by the Entireties
whose post office address is 3405 Fowler St., Fort Myers

of the County of Lee , State of Florida , grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of Ten and 00/100 ($10.00)----------

---------- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

A Lot or parcel of land lying and being in Section 7, Township 45S, Range 25 East, Lee County, Florida, described as follows: From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence North 89°26'40" E, a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00°19'57" W, a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, a/k/a Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Subject to reservations, easements and restrictions of record and taxes for the year 1973.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Barbara J Culbertson
Mildred D Holmes
Mildred D Holmes

Joseph B Miles (Seal)
Betty J Miles (Seal)
Kenneth M Kaylor (Seal)
Sharon Kaylor (Seal)

STATE OF Florida
COUNTY OF Lee

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Joseph B Miles, Betty J Miles, Kenneth M Kaylor & Sharon Kaylor

to me known to be the person S described in and who executed the foregoing instrument and acknowledged before me that They executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of November, 19 73.

Mildred D Holmes

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE

For correction of this Deed
see O. R. Book 128 Page 183

QUIT-CLAIM DEED

O.R. REC. 776 PAGE 716

RAMCO FORM 8

639922

This Quit-Claim Deed, *Executed this* 27th *day of* January *, A. D.* 1972 *, by* GENE BARTHOLOMEW, JR., individually and as Trustee, joined by his wife, HARRIETTE C. BARTHOLOMEW *first party, to* JOSEPH B. MILLS and KENNETH M. KAYLOR as Tenants in Common

whose postoffice address is 4811 Del Prado Parkway, Cape Coral, Florida *second party:*

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the said first party, for and in consideration of the sum of* $ *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Lee *State of* Florida *...to-wit:*

Lot 9, Pine Ranch Estates, an unrecorded subdivision in Section 7, Township 45 South, range 25 East, more particularly described as follows:

Starting at the North ¼ corner of Section 7, Township 45 South, Range 25 East; thence South 3600.00 feet to a point and the principal place of beginning; thence continuing South 450.00 feet to a point, thence N. 83°26'40" East, a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N. 00°19'57" West, a distance of 449.98 feet to a concrete monument; thence South 89°26'40" West, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land, excepting therefrom the West 30 feet of this land which is reserved for the use of public right-of-way.

FEB 3 1972

STATE OF FLORIDA DOCUMENTARY SURTAX $.55

STATE OF FLORIDA DOCUMENTARY STAMP TAX FEB 3 1972 $.30

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED FEB 3 3 24 PM CLERK CIRCUIT COURT D.T. FARABEE BY D.C.

To Have and to Hold *the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in presence of:

Witness

David Herrera

Gene Bartholomew, individually and as Trustee (L.S.)

Harriette C. Bartholomew (L.S.)

STATE OF FLORIDA,
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GENE BARTHOLOMEW, individually and as Trustee, joined by his wife, HARRIETTE C. BARTHOLOMEW to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of January A. D. 1972

My Commission Expires

Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 15, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

This Instrument prepared by: Larry A. Echols
Address P. O. Box 2656, Ft. Myers Beach, Fla.

QUIT-CLAIM DEED

1002629

RAMCO FORM D

OFF. REC. 1199 PG 809

This Quit-Claim Deed, Executed this 12 day of April, A. D. 1977, by George T. Freeland and Mary E. Freeland, husband and wife, first party, to

Mary E. Freeland

whose postoffice address is 6241 Glade Ave. Apt. Lx204, Woodland Hills, Calif

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee State of Florida, to-wit:

Lot 10, being part of Section 7, Township 45 South, Range 25 East, and further bounded and described as follows: Starting at the North 1/4 corner of Section 7, Township 45 South, Range 25 East, thence South 4050.00 feet to a point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N. 89°16'50" E., a distance of 988.42 feet to a point, thence N. 0°18'57" W., a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 10.00 feet, thence S. 89°26'40" W., a distance of 985.98 feet to the place of beginning, passing through a concrete monument at 955.98 feet and containing 9.44 acres of land, excepting therefrom the West 30 feet and the South 30 feet of this land which is reserved for the use of public right-of-way.

Subject to easements, restrictions and reservations of record.

2017523 DOCUMENTARY SURTAX FLORIDA DATE 4-12-77 $ 00.55

037143 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT OF REVENUE DATE 4-12-77 $ 00.30

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written

Signed, sealed and delivered in presence of:

Terry Lewis — George T. Freeland (L.S.)

Ginger Smith — Mary E. Freeland (L.S.)

STATE OF FLORIDA,
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared George T Freeland AND MARY E Freeland to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April A. D. 1977.

Notary Public

My Commission Expires December 14, 1979

Apr 13 11 41 AM '77

This Instrument prepared by:
Address George Freeland
[illegible]

RECORD VERIFIED - PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

1002636

QUIT-CLAIM DEED RAMCO FORM 6 OFF. REC. 1199 PG 817

This Quit-Claim Deed, Executed this 12 day of April A. D. 19 77, by George T. Freeland and Mary E. Freeland, husband and wife, first party, to Mary E. Freeland whose postoffice address is 6241 Glade Ave. Apt.L-204, Woodland Hills, Calif. second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee State of Florida, to-wit:

A lot or parcel of land lying and being in Section 7, Township 45S, Range 25 East, Lee County, Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence North 89°26'40" E, a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00°19'57" W, a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, a/k/a Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Subject to reservations, easements and restrictions of record.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Debra Hafer — George T. Freeland (L.S.)

Ginger Smith — Mary E. Freeland (L.S.)

STATE OF FLORIDA, COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared George T Freeland and Mary E Freeland to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of April A. D. 1977.

NOTARY PUBLIC

My Commission Expires [illegible]

MAY 16 11 41 AM '77

CLERK CIRCUIT COURT

This Instrument prepared by:

Address George Freeland 6241 Glade Avenue Ft Myers, Fla 33907

RECORD VERIFIED - LEE COUNTY, FLA

WARRANTY DEED
STATUTORY
F. S. 689.02

This Indenture,

RAMCO FORM 44

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

1410563

Made this 30 day of March, A. D. 19 81
BETWEEN MARY E. FREELAND WHALEY, formerly known as Mary E. Freeland
of the County of Lee, in the State of Florida, party y of the first part, and
JOE O. McCLURE
of the County of Lee, in the State of Florida, whose post office address is

REC 1500 PG 1338

party y of the second part.

Witnesseth, That the said party y of the first part, for and in consideration of the sum of TEN DOLLARS AND 00/100---------- Dollars, to her in hand paid by the said party y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party y of the second part, his heirs and assigns forever, the following described land, situate, and being in the County of Lee, State of Florida, to-wit:

See Schedule A attached hereto and made a part hereof.

Subject to restrictions, easements, and reservations of record and taxes for the current year.

THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

STATE OF FLORIDA
DOCUMENTARY TAX PAID

And the said party y of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party y of the first part ha s hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary E. Freeland Whaley (Seal)
MARY E. FREELAND WHALEY, formerly known as Mary E. Freeland

(Seal)
(Seal)
(Seal)

STATE OF FLORIDA,
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARY E. FREELAND WHALEY, formerly known as Mary E. Freeland

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this day of A. D. 19 81

Mary E. Johnson
NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires July 16, 1983
Bonded By American Fire & Casualty Company

This Instrument prepared by:
Address

Samuel V. Johnson
Johnson & Mocklar
Attorneys at Law
P. O. Box 749
Fort Myers, FL 33902

RECORD VERIFIED - SAL CERNIGLIA CLERK
BY: E. PRICE DC

SCHEDULE "A" OR REC:1500 PG:1339

Parcel One:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

From the North quarter (¼) corner of Section 7, Township 45 South, Range 25 East, run South 3600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence N89° 26' 40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00° 19' 57" W, a distance of 449.98 feet to a concrete monument; thence S89° 26' 40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Parcel Two:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, described as follows:

From the North Quarter corner of Section 7, Township 45 South, Range 25 East, thence South 4050.00 feet to the point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N89° 16' 40" E a distance of 988.42 feet to a point, thence N 0° 19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence S 89° 26' 40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet.
EXCEPTING THEREFROM the West 30 feet and the South 30 feet of this land which is reserved for the use of a public right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

RECORDED IN OFFICIAL RECORDS LEE COUNTY FLORIDA RECORD VERIFIED MAR 31 3 PM '01 CLERK

LAW OFFICES OF JOHNSON & MOCKLER ATTORNEYS AT LAW P.O. BOX 740 FORT MYERS, FLORIDA 33902 813-334-1322

1050
3300

WARRANTY DEED
FROM INDIVIDUAL TO CORPORATION

RAMCO FORM 34

2635409

This Warranty Deed *Made the* 12th *day of* April *A. D. 19* 89 *by*
JOE O. McCLURE
hereinafter called the grantor, to
NEW COVENANT FELLOWSHIP, INC., a Florida Corporation
a corporation existing under the laws of the State of Florida *, with its permanent postoffice address at* P.O. Box 7259, Fort Myers, Florida 33911
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* Lee *County, Florida, viz:*

*** SEE EXHIBIT "A" - ATTACHED ***

This land is not now and has never been the homestead of the grantor, nor is it contiguous to the homestead of the grantor. The grantor's actual homestead address is : 18561 Telegraph Creek Lane, Fort Myers, FL 33920.

Together *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31,* 19 89

Documentary Tax Fd. $ 3300.00
$ _____ Int. Fd.
By _____ County Clerk

In Witness Whereof, *the said grantor has hereunto set* his *hand and seal the day and year first above written.*

Signed, sealed and delivered in our presence:

Joe O. McClure (SEAL)
Joe O. McClure

(SEAL)

STATE OF FLORIDA,
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared
Joe O. McClure
to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April, A. D. 1989

Burlien Stafford

BURLIEN STAFFORD
State of Florida
My Comm. Exp. Aug. 17, 1992

This Instrument prepared by:
Address

OR2063 PG1485

EXHIBIT "A"

PARCEL ONE:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00°19'57" W, a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

PARCEL TWO:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, describes as follows:

From the North Quarter corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point, thence N 0°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet.
EXCEPTING THEREFROM the West 30 feet and the South 30 feet of this land which is reserved for the use of a pubic right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

OR2063 PG1486

CHARLIE GREEN LEE CTY FL
89 APR 19 AM 11:37

[redacted]

10.50
2170

OR 2497 PG 1809

3586185

STRAP # 07 45 25 00 000030090 AND 07 45 25 00 000030430

OK

THIS QUIT-CLAIM DEED, Executed the 14th day of April, A.D. 1994, by NEW COVENANT FELLOWSHIP, INC. a corporation existing under the laws of Florida, and having its principal place of business at P.O. Box 7259, Ft. Myers, FL 33911 first party, to JOE O. McCLURE whose post office address is 1919-15 Courtney Drive, Ft. Myers, FL 33901, second party: (Wherever used herein the terms "first party" and "second party" shall include singular and plural, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the first party, for and in consideration of the sum of $10.00 in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the County of Lee State of Florida, to wit:

As described in Official Records Book 2063, Pages 4485 & 4486 of the Public Records of Lee County, Florida. LESS that property described in Exhibit "A" attached hereto.

THIS DEED IS GIVEN IN LIEU OF FORECLOSURE.

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only use, benefit, and behoof of the said second party forever.

IN WITNESS WHEREOF the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

NEW COVENANT FELLOWSHIP, INC.

Glenn A. Puckett
GLENN A. PUCKETT
print witness name

by David L. Deaton
President
David L. Deaton

Ronald C. Willis
Ronald C. Willis
print witness name

by
Secretary
David Sturman

Documentary Tax Pd. $ 2170.00
$ Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By Deputy Clerk

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David C. Deaton well known to me to be the President of the corporation named as first party in the foregoing deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of April, A.D. 1994.

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXP. JULY 2,1995
BONDED THRU GENERAL INS. UND.

My commission expires: Carole A. Sandlin
CAROLE A. SANDLIN

Form of Identification: [X] Personally known
[ ] Driver's License #

Prepared by Joe O. McClure
1919-15 Courtney Drive., Ft. Myers, FL 33901

RECORD VERIFIED - CHARLIE GREEN CLERK
BY: I. TURNER, D.C.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A"

A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, page 4465 of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52"E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21"W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39"E for 599.71 feet; thence N 00°00'21"E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52"W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

For accompanying sketch to this legal description, see Drawing File No. 310, Order No. 8904066/5-15-89/ Boundary Survey by Deni Associates, Inc. dated 4-6-89.

9308004/8-5-93

Deni Associates, Inc.

6241 ARC WAY • FORT MYERS, FLORIDA 33912 • (813) 275-8575

GEODETIC & COASTAL SURVEYS • AERIAL MAPPING CONTROL • PRECISION & ENGINEERING SURVEYS

94 MAY -9 AM 9:30

(3) Doc Stps 2.[illegible]
Int Tax =
Rec Fee 15.00
Total 2[illegible]

4582077

Doc. Stp. Tax Pd. $ 2,275.00
$ Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By Joanne Miller Deputy Clerk

OR3085 PG1866

This Instrument Prepared by
GORDON R. DUNCAN
P.O. Box 249
Ft. Myers, FL 33902

WARRANTY DEED

THIS INDENTURE, made this 25 day of February, 1999, between **JOE O. McCLURE**, whose address is **13730 Plantation Road, Fort Myers, Florida, 33912**, party of the first part, and **NEW COVENANT FELLOWSHIP MINISTRIES INC.**, whose address is **11735 Plantation Road, Fort Myers, Florida, 33912**, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate lying and being in the County of Lee, State of Florida, to wit:

See attached Exhibit A.

This property is vacant commercial property and not the party of the first parts homestead. Party of the first part resides at 13730 Plantation Road, Fort Myers, Florida, 33912.

STRAP NO. 07-45-25-00-0003.0430 and 07-45-25-00-00003.0090

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Witness #1
Sign
Print

Witness #2
Sign
Print

JOE O. McCLURE

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of February, 1999, by **JOE O. McCLURE**, who is personally known to me or who produced drivers license as identification and who did take an oath.

sign _____
print Notary Public

My Commission Expires:

DARLENE M. SPINELLA
MY COMMISSION # CC 687414
EXPIRES: September 7, 1999
Bonded Thru Notary Public Underwriters

OR3085 PG1867

EXHIBIT A

PARCEL ONE:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point; thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence N 00°19'57" W a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

ALSO EXCEPTING: A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485 of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21" E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

PARCEL TWO:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, described as follows:

From the North Quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning; thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point; thence N 00°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet. EXCEPTING therefrom the West 30 feet and the South 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

OR3085 PG1868

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 MAR -4 PM 4:07

MORTGAGE DEED
From Corporation to Individual

NAMCO FORM 101-32

2635410

This Mortgage Deed

Executed the 18th *day of* April *A. D. 19* 89 *by*

NEW COVENANT FELLOWSHIP, INC.

a corporation existing under the laws of Florida *, and having its principal place of business at* Post Office Box 7259, Fort Myers, Florida, 33911-7259 *hereinafter called the mortgagor, to*

JOE O. McCLURE

whose postoffice address is c/o Gulf State Realty, 2157 McGregor Boulevard, Fort Myers, Florida 33901 *hereinafter called the mortgagee:*

(Wherever used herein the terms "mortgagor" and mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, and the term "note" includes all the notes herein described if more than one.)

Witnesseth, *that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in* Lee *County, Florida, viz:*

See Exhibit "A" Attached.

This mortgage shall contain a release provision. The property shall be divided into tracts substantially as shown on Schedule "B" attached hereto and incorporated herein. Releases must be in sequence beginning with Tract "A" and then Tract "B" and lastly Tract "C". No release shall be granted prior to January 1, 1990. Providing the mortgage is not in default:

Tract "A", containing approximately 5.92 acres, may be released upon payment of an amount equal to $200,000.00, plus accrued interest.

Tract "B", containing approximately 6 acres, may be released upon payment of an amount equal to $160,000.00, plus accrued interest.

Tract "C" may be released upon payment of the then remaining principal balance due on the note and mortgage, plus accrued interest.

All release payments shall apply towards the next ensuing principal payment. Any amount in excess of the next ensuing principal payment shall be credited towards a reduction of the principal mortgage balance and there shall be no credit towards subsequent principal payments. All scheduled principal mortgage payments shall be credited towards releases, whether or not requested at the time of payment.

In addition to each release request, mortgagor shall provide mortgagee with a raised seal survey of the property to be released. The survey shall include the dimensions of the parcel being released and the total acreage, rounded to the nearest hundreth.

The mortgagor shall be responsible for all expenses associated with the releases.

There shall be no penalty for pre-payment, either in whole or part, except there shall be no pre-payment in the year of closing.

OR2063 PG1487

To Have and to Hold *the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.*

And *the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances*

OR2063 PG1488

Provided Always, *that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:*

MORTGAGE NOTE RAMCO FORM 53

$ 510,000.00 Fort Myers, Florida
April 18, 19 89

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to

Joe O. McClure

, or order, in the manner hereinafter specified, the principal sum of Five Hundred Ten Thousand Dollars and no**********/100 DOLLARS ($ 510,000.00) with interest from date at the rate of 10.0 per cent. per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at c/o Gulf State Realty 2157 McGregor Blvd. Ft. Myers FL 33901 such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

On January 1, 1990, accrued interest in the amount of $36,049.32 shall be due and payable. One year from the date hereof, accrued interest from January 2, 1990 in the amount of $14,950.68 shall be due and payable. The entire principal balance in the amount of $510,000.00 shall be payable in five (5) equal annual installments of principal and interest in the amount of $134,536.72 commencing April 18, 1991.

There shall be no penalty for pre-payment, either in whole or part, except there shall be no prepayment of principal in the year of closing.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

New Covenant Fellowship, Inc.
By: .....(SEAL)

.....(SEAL)

.....(SEAL)

[redacted]

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

OR2063 PG1489

If any sum of money herein referred to be not promptly paid within 30 days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

(CORPORATE SEAL)

In Witness Whereof the mortgagor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Joseph H. Kelley
Secretary

New Covenant Fellowship, Inc.

Signed, sealed and delivered in the presence of:

By: David L. Deaton
President

State of FLORIDA
County of LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David L. Deaton & Joseph H. Kelley

well known to me to be the President and Secretary respectively of the corporation named as mortgagor in the foregoing instrument, and that they severally acknowledged executing the same, in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of April A. D. 19 89

Notary Public, State of Florida at Large
My Commission Expires Nov. 23, 1991
Bonded thru Agent's Notary Brokerage

This Instrument prepared by:
Address

ASSOCIATED LAND TITLE GROUP, INC.
7370 College Parkway, Suite 214
Fort Myers, Florida 33097

[redacted]

EXHIBIT "A"

PARCEL ONE:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00°19'57" W, a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

PARCEL TWO:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, describes as follows:

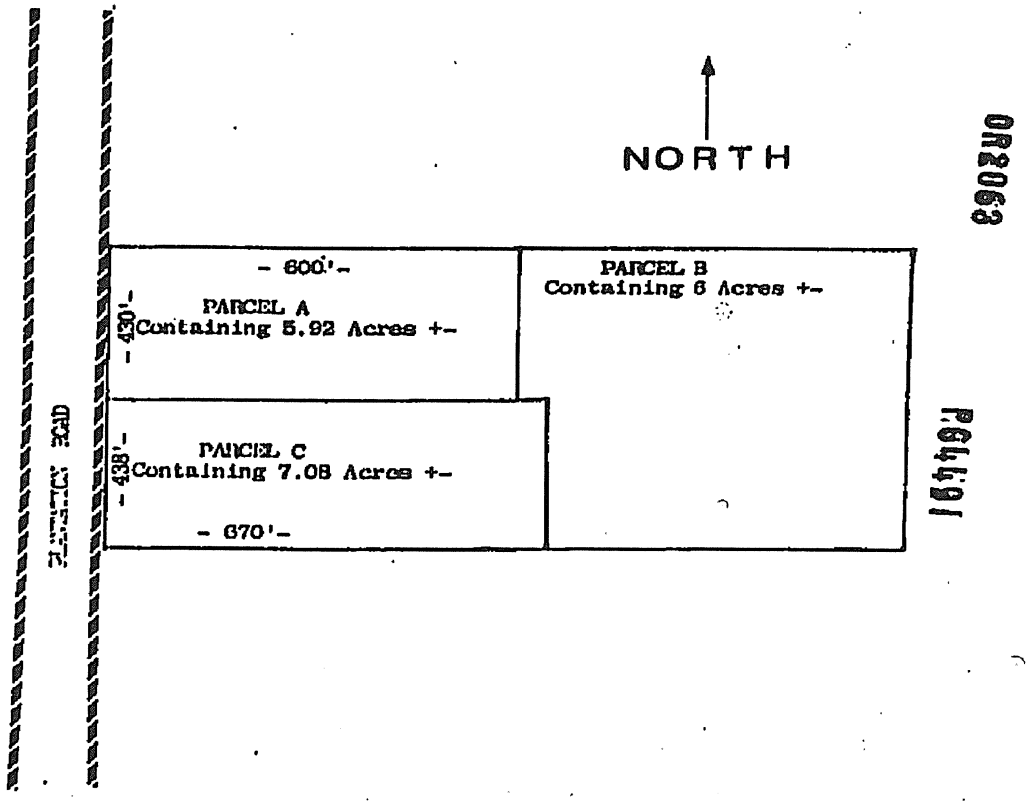
From the North Quarter corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point, thence N 0°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet.
EXCEPTING THEREFROM the West 30 feet and the South 30 feet of this land which is reserved for the use of a pubic right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

[redacted]

[redacted]

CHARLIE GREEN LEE CTY FL
89 APR 19 AM 11:38

SCHEDULE "B"



[redacted]

15.00

OR2310 PG0225

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 15 day of May, 1992, by and between

NEW COVENANT FELLOWSHIP, INC.,

a Florida corporation not-for-profit ("MORTGAGOR") and

JOE O. McCLURE

("MORTGAGEE").

3226242

W I T N E S S E T H: That,

WHEREAS, On or about the 18th day of April, 1989, the Mortgagor executed and delivered to the Mortgagee a mortgage deed subsequently recorded among the public records of Lee County, Florida in O.R. Book 2063, beginning at page 4487 ("MORTGAGE") for the purpose of securing to the Mortgagee the payment of a promissory note ("NOTE") made by the MORTGAGOR payable to the MORTGAGEE, by encumbering the following described parcel of property located in Lee County, Florida, to wit:

PARCEL ONE

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00°19'57" W, a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land.

EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

PARCEL TWO

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, described as follows:

From the North Quarter corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point, thence N 0°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet.

EXCEPTING THEREFROM the West 30 feet and the South 30 feet of this land which is reserved for the use of a public right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

(the "PROPERTY") and,

WHEREAS, The Mortgagor and the Mortgagee have made certain agreements and desire to modify the terms of the Note and the Mortgage to conform to their agreements, as herein more particularly provided.

NOW, THEREFORE, For Ten ($10.00) dollars and other good and valuable consideration, the receipt of which is hereby acknowledged by each from the others, it is mutually agreed as follows:

1. MODIFICATION OF NOTE. The terms and provisions of the Note are hereby modified in the following particulars:

A. HISTORICAL INTEREST. Interest accruing under the Note through April 18, 1992, has been paid in full.

B. PRINCIPAL. The unpaid principal balance of the Note as of April 18, 1992, and as of the date of this agreement is FOUR HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED SIXTY-THREE & 28/100'S DOLLARS ($426,463.28).

C. NEW INTEREST RATE. The Principal of the Note, to the extent, from time to time, unpaid, will accrue interest beginning with the 18th day of April, 1992, at the rate of eleven percent (11%) per annum (the "NEW RATE").

D. NEW PAYMENT SCHEDULE. The MORTGAGOR will pay the unpaid principal balance of the Note and the interest accruing at the NEW RATE in twenty-four (24) installments of TWENTY-FOUR THOUSAND FIVE HUNDRED EIGHT & 26/100'S DOLLARS, including interest, one each on the 18th day of every January, April, July and October until paid in full, beginning with the 18th day of July, 1992.

E. LATE PAYMENTS. Time is of the essence on all scheduled quarterly payments and there shall be a $50.00 per day penalty on all late payments.

2. MISCELLANEOUS. To the extent not hereby modified, the terms and provisions of both the Note and Mortgage are hereby ratified and confirmed. This agreement will be binding upon both the MORTGAGOR and MORTGAGEE and all others claiming by, through or under them and will be construed and interpreted according to the laws of the State of Florida, where it is made. The headings of the various paragraphs included in this agreement are intended to be for the sole purpose of facilitating reference to this agreement and are not intended to be taken into consideration in interpreting the contents of this agreement.

IN WITNESS WHEREOF, The Mortgagor and the Mortgagee have executed and delivered this agreement as of the date first above written.

Witnesses to Mortgagor:

NEW COVENANT FELLOWSHIP, INC.

By: David L. Deaton, President

Witnesses to Mortgagee:

JOE O. McCLURE

OR2310 PG0226

STATE OF FLORIDA)
)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID L. DEATON, as President of NEW COVENANT FELLOWSHIP, INC., to me known to be the person described in or who provided _____ as identification and who executed the foregoing instrument, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, County of Lee, and State of Florida, this 15 day of May, A.D., 1992.

Burlien Stafford
Notary Public - State of Florida

My Commission Number:

_____

My Commission Expires:

_____

BURLIEN STAFFORD
Notary Public-State of Florida
My Commission Expires AUG 17,1995
COMM # AA 484219

STATE OF FLORIDA)
)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOE O. McCLURE, to me well known to be the person described in or who provided _____ as identification and who executed the foregoing instrument, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, County of Lee, and State of Florida, this 15 day of May, A.D., 1992.

Burlien Stafford
Notary Public - State of Florida

My Commission Number:

_____

My Commission Expires:

_____

BURLIEN STAFFORD
Notary Public-State of Florida
My Commission Expires AUG 17,1995
COMM # AA 484219

OR 2310 PG 0227

CHARLIE GREEN CLERK FL
92 JUN 30 PM 1:25

Reprrd By.
James Johnston
1705 Colonial Blvd
Ft Myers, FL

3389047

This Instrument Prepared by
and can be Returned to:

Craig R. Hersch
Sheppard, Brett & Stewart, P.A.
P.O. Drawer 400
Fort Myers, Florida 33902

OR 2388 PG 0306

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That JOE O. McCLURE party of the first part, in consideration of the sum of Ten and No/100 ($10.00) Dollars, lawful money of the United States, to him in hand paid by JOSEPH O. McCLURE, Trustee U/T/D May 11, 1993, FBO JOSEPH O. McCLURE, whose address is 14980 Hickory Green Court, Fort Myers, Florida 33912, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain indenture of mortgage bearing date the 18th day of April in the year one thousand nine hundred and eighty nine made by NEW COVENANT FELLOWSHIP, INC. and recorded in O. R. Book 2063, Page 4487, Public Records of Lee County, Florida, and modified by Mortgage Modification Agreement dated May 15, 1992, and recorded June 30, 1992, in O. R. Book 2310 at page 0225, Public Records of Lee County, Florida, upon the following described piece or parcel of land, situate in and being in Lee County, State of Florida, to-wit:

> All that certain property as more particularly described in the Mortgage recorded in O. R. Book 2063 at page 4487, Public Records of Lee County, Florida, as though the description contained in said Mortgage were set forth herein verbatim.

Together with the note or obligation described in said Mortgage, and the monies due and to become due thereon, with interest from the 11th day of May, 19 93.

TO HAVE AND TO HOLD the same unto the said party of the second part his heirs and assigns forever.

CLERK'S

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 11 day of May, in the year one thousand nine hundred and ninety three.

Signed, Sealed and Delivered
in the Presence of:

Marie Stanton

MARIE STANTON

Printed Signature

Arlene L Bancroft

ARLENE L. BANCROFT

Printed Signature

Joe O. McClure
14980 Hickory Green Court
Fort Myers, Florida 33912

OR 2388 PG 0307

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 11 day of May, 1993, by JOE O. McCLURE, who is personally known to me or who has produced N/A as identification and who did take an oath.

Craig R Hersch

Notary Public

Printed Notary's Seal

Notary's Seal

OFFICIAL SEAL
CRAIG R. HERSCH
My Commission Expires
June 18, 1994
Comm. No. CC 022685

CHARLIE GREEN LEE CTY, FL
93 MAY 17 PM 4:02

10.50

4279411

OR2891 PG1487

This Instrument Prepared by
GORDON R. DUNCAN
P.O. Box 249
Ft. Myers, FL 33902

CORRECTIVE PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that JOSEPH O. McCLURE, Trustee U/T/D May 11, 1993, FBO JOSEPH O. McCLURE, the holder by Assignment of Mortgage recorded in O.R. Book 2388, Page 0306, of the mortgage executed by New Covenant Fellowship, Inc., to JOE O. McCLURE, dated April 18, 1989, and recorded in O.R. Book 2063 Page 4487, of the Public Records of Lee County, Florida, in consideration of Ten Dollars and other valuable consideration, hereby, on this 7th day of November, 1997, releases from the lien of that mortgage the real property in that county described as follows:

Parcel "A"

A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485, of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3,600.52 feet (3,600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21 E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

CHARLIE GREEN LEE CTY. FL

97 NOV 21 PM 4:43

without impairing the lien of that mortgage on the remaining part of the property described in that mortgage.

This Partial Release corrects that certain Partial Release executed by Joseph McClure recorded in O.R. Book 2420, page 2483, Public Records of Lee County, which failed to identify Joseph McClure signing the Partial Release in his capacity as Trustee.

OR2891 PG1488

Witness #1

sign _____

print Charles E. Mayhugh, Jr.

JOSEPH O. McCLURE, TRUSTEE
U/T/D May 11, 1993, FBO
JOSEPH O. McCLURE

Witness #2

sign _____

print

STATE OF ~~ALASKA~~ Florida

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 7th day of November, 1997, by JOSEPH O. McCLURE, TRUSTEE, who provided drivers license as identification, or who is personally known to me and who did take an oath, on behalf of the corporation.

sign _____

print name

Notary Public

My Commission Expires: (Seal)

BRIDGET ANN STURMAN
MY COMMISSION # CC 404360
EXPIRES: August 31, 1998
Bonded Thru Notary Public Underwriters

13pg

4248954

ORB 872 PG2745

This Instrument Prepared By:
Gordon R. Duncan
DUNCAN & TARDIF, P.A.
P.O. Drawer 249
Ft. Myers, FL 33902

Documentary Tax Pd. $ 1925.00
$ 1100.00 Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By C Keller Deputy Clerk

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: C KELLER, D.C.

MORTGAGE DEED

THIS INDENTURE, made this 26 day of September, 1997, by and between **NEW COVENANT FELLOWSHIP MINISTRIES, INC.**, a/k/a New Covenant Fellowship, Inc. hereinafter referred to as Mortgagor, and **SOUTHTRUST BANK, N.A.**, hereinafter referred to as Mortgagee.

WITNESSETH:

WHEREAS, the Mortgagor has become indebted to the Mortgagee in the sum of **FIVE HUNDRED FIFTY THOUSAND and NO/100 ($550,000.00) DOLLARS**, for which amount the Mortgagor has signed and delivered unto the Mortgagee a certain Note, bearing even date with these presents, the terms of which are payable at the office of the Mortgagee in Fort Myers, Florida, or at such other place as the holder thereof may designate, in the manner described in the Note. Said Note is by reference hereto being made a part hereof, the same as though the entire Promissory Note had been set out herein.

WHEREAS, the Mortgagor is desirous of securing the prompt payment of such Note and the several installments of principal, interest and the monthly payments herein provided for, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances, or expenditures made by the Mortgagee as hereinafter provided.

1. GRANT OF MORTGAGE. The Mortgagor, for the purpose of securing the prompt payment of the indebtedness as it becomes due, and also for and in consideration of the sum of TEN DOLLARS to it in hand paid by Mortgagee, the receipt hereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the Mortgagee forever all that tract or parcel of land situate, lying and being in the County of Lee, in the State of Florida, described as follows, to-wit:

See Exhibit A attached hereto

Together with all and singular the fixtures, tenements, hereditaments and appurtenances thereunto belonging (now existing or hereafter acquired) or in any wise appertaining and the

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reversion or reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well as in law as in equity, of the Mortgagor, of, in, and to the same, and every part and parcel thereof with the appurtenances. To have and to hold the herein granted and described premises with the appurtenances unto the Mortgagee, to its own proper use, benefit, and behoof forever; and the Mortgagor does covenant with the Mortgagee that he is seized of an indefeasible estate in fee simple in such premises and will warrant and forever defend the title thereof unto the Mortgagee, against all lawful claims whatever.

2. PAYMENT OF NOTE. These presents are upon the express condition that if the Mortgagor shall pay unto the Mortgagee the indebtedness according to the terms of the note hereinabove referred to, without deduction or credit for taxes, then these presents and the estate hereby granted shall cease, terminate and be void.

3. COVENANTS OF MORTGAGOR. The Mortgagor, in order to more fully protect the security of this mortgage, does hereby covenant and agree as follows:

A. To pay all water and sewer rates and other governmental or municipal charges, fines, taxes, assessments, obligations and encumbrances of every nature, or impositions levied upon such premises or upon the interest of the Mortgagee in and to such premises for which provision has not been made heretofore, and will deliver proper receipts therefore to the Mortgagee; and in default thereof, the Mortgagee may pay the same without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida. Any payments so made by the Mortgagee shall be a lien on the mortgaged property, and shall be added to the amount of the indebtedness secured by these presents.

B. Not to claim or demand or be entitled to receive any credit or credits on the principal indebtedness to secure payment of which this mortgage is made, or on the interest payable thereon, for so much of the taxes assessed against such lands as is equal to the tax rate applied to the principal indebtedness due on this mortgage or any part thereof, and that no deduction shall be claimed from the taxable value of such lands and premises by reason of this mortgage; and that during the continuance of this mortgage, the Mortgagor shall keep all the buildings subject to this mortgage in good and substantial repair, and that if the Mortgagor shall neglect to do so, the Mortgagee may, at its option, enter upon the premises from time to time in order to repair, and keep in repair, such premises, without thereby becoming liable to Mortgagor, or any person holding under it in possession, and that the Mortgagee's expense of so repairing or keeping in repair shall be a lien on the

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mortgaged premises, added to the amount of the indebtedness secured by these presents.

C. To keep the improvements, now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties, and contingencies, including flood insurance, in such amounts and for such periods as may be required by the Mortgagee, and will promptly, when due, pay any premiums on such insurance. A-1 rated insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof and in favor of and in form acceptable to Mortgagee. In the event of loss, the Mortgagor will give immediate notice by mail to the Mortgagee, and Mortgagee may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all rights, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Any premium not paid by the Mortgagor may be paid by the Mortgagee, and the amount so paid shall be a lien on the mortgage property and shall be added to the indebtedness hereby secured.

D. That in the event the premises or any part thereof shall be taken or condemned for public or quasi-public purposes by the proper authorities, the Mortgagor shall have no claim against the award for damages, or be entitled to any portion of the award until the within mortgage shall be paid and all rights to damages of the Mortgagor are hereby assigned to the Mortgagee to the extent of any indebtedness that remains unpaid, the Mortgagor, however, having the right to appeal such award to the courts of competent jurisdiction.

E. That failure at any one or more times of the Mortgagee to assert its rights shall at no time be deemed a waiver of the Mortgagee's rights hereunder.

F. That upon the occurrence of any of the following events: (i) default by the mortgagor of any covenant herein contained; (ii) upon default by the mortgagor in the payment of interest or any installment of principal or of any part thereof; (iii) upon default of any installment for taxes, assessments, water and sewer rates, or other municipal or governmental rates, charges, impositions or liens, or other payments to be made by the mortgagor hereunder; (iv) in the event the mortgagor shall fail to comply with the laws, rules, regulations and ordinances made or

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promulgated by lawful authority which are now or may hereafter become applicable to the mortgaged premises; (v) if any building, structure, or other improvement on the premises shall be removed or demolished by mortgagor or his agents, or servants, without the written consent of the mortgagee, then in any of these cases, the principal indebtedness or so much thereof as may remain unpaid with all arrearages of interest charges and all advancements at the option of the Mortgagee shall become and be due immediately.

G. Mortgagor will furnish detailed financial statements to Mortgagee as set forth in the loan agreement. Failure to furnish accurate and complete financial statements to Mortgagee as required by the loan agreement is a violation of the covenants of this mortgage and shall allow Mortgagee to immediately accelerate the note or notes secured hereby in the same manner as in the case of nonpayment according to the terms of the note or notes, all at the option of Mortgagee.

4. PRIOR LIENS. Mortgagor shall keep the premises free from all prior liens and upon demand of Mortgagee, pay and procure release of any lien which in any way may impair the security of this mortgage.

5. LATE PAYMENTS, OPTION TO CHARGE HIGHER INTEREST. In the event any payment of principal hereunder is made more than ten (10) days after the date called for in the note or notes secured hereby, the Mortgagee, at its option, may charge and collect interest for the installment period at the rate of 18% per annum or the maximum annual rate allowed by law. Any failure to pay the amount of increased interest within twenty (20) days after written demand shall allow the Mortgagee to declare the entire unpaid indebtedness due and payable at once.

6. NOTICE: THIS MORTGAGE GIVES THE MORTGAGEE THE OPTION TO ACCELERATE PRINCIPAL UPON ALIENATION OF THE PROPERTY WITHOUT CONSENT, ALL AS PROVIDED HEREIN. In the event the Mortgagor shall sell, convey, alienate, or transfer any interest or be divested of any interest, or the right to any interest, in the lands and hereditaments which are the subject of this mortgage, whether by voluntary acts of the Mortgagor, or by any involuntary means imposed on the Mortgagor or the lands and hereditaments, without the express consent of the Mortgagee first had and obtained, Mortgagee shall have the right, at its option, to declare any indebtedness or obligations secured hereby immediately due and payable in full notwithstanding any maturity date or dates specified in any note or evidence of indebtedness secured hereby.

7. RIGHTS TO INCREASE INTEREST RATE UPON REPEATED LATE PAYMENT. Unless prior written consent of the Mortgagee is obtained to modify the payment terms of the note or notes secured hereby, and in the event the Mortgagor shall pay any three installments in any one calendar year due hereunder more than fifteen (15) days

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after the same are due, the Mortgagee, at its option, may increase the rate of interest due under the note or notes secured hereby up to the maximum rate of interest per annum allowed by law or 18% per annum.

8. EVENTS OF DEFAULT. The principal indebtedness represented by the note, secured by this mortgage, or the amount from time to time due thereunder for advancements thereon, together with interest, shall become immediately due and payable, although the period limited for the payment thereof shall not have arrived, upon the occurrence of any of the following events:

A. Upon the filing of any Mechanic's Lien against the premises and the failure of the owner thereof to procure, within thirty (30) days after the same is filed, a cancellation of the lien or a discharge thereof, as a lien against the property, in the manner and form provided by law.

B. Should Mortgagor fail to pay the secured indebtedness, or any part thereof, or the periodic deposits for taxes, insurance and other charges as hereinbefore provided when and as the same shall become due and payable.

C. Should any warranty of Mortgagor herein contained or contained in any instrument, document, transfer, conveyance, assignment or agreement given with respect to the secured indebtedness prove untrue or misleading in any material aspect.

D. Should the premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the premises be diminished except as provided for herein.

E. Should any federal or state tax lien be filed of record against Mortgagor or the premises and not be removed by payment or bond within thirty (30) days from date of recording.

F. Should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal, administrative or equitable proceeding.

G. Should Mortgagor or any of the guarantors or makers of the Notes secured hereby make any assignment for the benefit of creditors, or any preferential payment or fraudulent transfer pursuant to Florida law, the Federal Bankruptcy Act or other applicable law, or should a receiver, liquidator or trustee of Mortgagor or any of the guarantors or makers or any of Mortgagor's property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any of the guarantors or makers, pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor or any of the guarantors or makers be adjudicated a bankrupt or insolvent, or

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should Mortgagor or any of the guarantors, if a corporation, be liquidated or dissolved or its charter expire or be revoked, or, if a partnership or business association, be dissolved or partitioned, or if a trust, be terminated or expire.

H. Should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note, or in any other loan document given with respect to the secured indebtedness.

I. Should foreclosure proceedings (whether judicial or otherwise) be instituted in any mortgage or junior lien of any kind secured by any portion of the premises.

J. Should Mortgagor default in any other loan from Mortgagee to Mortgagor.

K. Should Mortgagor obtain any additional financing without the prior written consent of the Mortgagee, such shall constitute a default hereunder.

L. Should Mortgagor encumber, sell or otherwise dispose of the mortgaged premises, or any part thereof, without the consent in writing of the Mortgagee.

Upon the occurrence of any of the foregoing contingencies, the Mortgagee shall be absolved from the obligation of making further advancements on account of the Mortgage.

9. EXCESS ADVANCES. If the Mortgagee is obliged to expend, for the purposes herein set forth, sums of money which will exceed the amount of the principal agreed to be advanced hereunder, such excess, with interest at the maximum legal contract rate from the time of each advancement, shall be added to the principal due hereunder, and the Mortgagee shall have all the remedies for the collection hereof which are herein specified regarding the principal hereof.

10. ADDITIONAL RIGHTS OF MORTGAGEE. Upon the default of the Mortgagor in the performance of the terms and covenants herein contained or should any event occur which entitles the holder of this Mortgage to demand the principal thereof or to refuse any further advancements on account of such principal, the holder of this Mortgage shall be fully and completely entitled, empowered and authorized and is hereby empowered and authorized irrevocably by the Mortgagor without any further consent or authorization, to expend all sums of money which, in its judgment and discretion, shall be reasonably necessary to protect and preserve the mortgaged premises.

To induce the Mortgagee to advance the principal sum secured hereby or any part thereof, and as a prime essential

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consideration to the Mortgagee, the Mortgagor, hereby constitutes and appoints the Mortgagee, irrevocably, as agent for the purpose of carrying out in every respect the authority herein granted and upon the completion of the improvements, and if Mortgagor is in default under the Mortgage or the promissory note secured hereby, to enter into written or oral contracts in the name of and on behalf of the mortgagor for the renting or hiring of the premises or any part thereof, under such terms and conditions as may seem advisable to the Mortgagee, and to use the rents, issue and profits for the upkeep and maintenance of the premises and for the payment of prior liens and the liquidation of all interest due on mortgages to the Mortgagee and to others at the option of Mortgagee, and for taxes, insurance, water charges, etc., and to apply any surplus to the amount due for principal on the within Mortgage.

11. APPOINTMENT OF RECEIVER.

A. Appointment. If, at any time in the discretion of Mortgagee, a receivership may be necessary to protect the premises or the security of the Mortgagee, whether before or after maturity of the indebtedness hereby secured, or at the time of or after the institution of suit to collect such indebtedness or to enforce this Mortgage, Mortgagee shall, as a matter of strict right and regardless of the value of the security for the amounts due hereunder or secured hereby or of the solvency of any party bound for the payment of such indebtedness, have the right to the appointment on ex parte application and without notice to Mortgagor by any court having jurisdiction of, a receiver to take charge of, manage, preserve, protect and operate the premises and any business or businesses located thereon, to collect the rents, issues, profits and income thereof, to make all necessary and needed repairs, to complete the construction of any improvements which have been undertaken but not completed, and to pay all taxes and assessments against the premises and insurance premiums for insurance thereon and after the payment of the expenses of the receivership including reasonable attorney's fees to Mortgagee's attorney, and after compensation for management of the property, to apply the net proceeds in reduction of the indebtedness hereby secured or in such manner as the court shall direct. All such expenses shall be secured by the lien of this Mortgage until paid.

B. Entry and possession. The receiver, or its agent, shall be entitled to enter upon and take possession of any and all of the premises, together with any and all businesses conducted and all business assets used therewith or thereon, or complete construction of improvements, to the same extent and in the same manner as Mortgagor might lawfully do. The receiver personally, or through its agents or attorney, may exclude Mortgagor and its subsidiaries, agents, servants, and employees wholly from the premises and have, hold,use, operate, manage and control the same and each and every part thereof, and in the name of Mortgagor, its subsidiaries, or agents, exercise all of their rights and powers

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and use all of the then existing items of security and collateral, materials, current supplies, stores and assets and, at the expense of the premises, maintain, restore, complete construction, insure and keep insured, the properties, equipment and apparatus provided or required for use in connection with such business or businesses, and make all such necessary and proper repairs, renewals and replacements and all such useful alternations, additions, betterments and improvements as receiver may deem judicious.

C. Such receivership shall, at the option of Mortgagee, continue until full payment of all sums hereby secured or until title to the property shall have passed by foreclosure sale under this Mortgage.

12. MORTGAGEE'S RIGHTS SEPARATE, DISTINCT AND CUMULATIVE ELECTION OF REMEDIES: The rights of Mortgagee, his successors and assigns, granted and arising under the clauses and covenants contained in this Mortgage or any other loan documents shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages and preservation of security as provided at law. No act of Mortgagee, its successors or assigns, shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

13. CHANGE OF LAW. In the event of the passage after the date of this mortgage of any law deducting any lien from the value of land for the purpose of taxation, or the changing in any way of the laws now in force for the taxation of mortgages or debts secured by Mortgagor of the manner of collection of any such taxes, so as to affect and lessen the net income on the indebtedness secured by this mortgage, the whole of the principal sum secured by this mortgage, together with the interest thereon, shall, at the option of the Mortgagee, without notice to any party, become immediately due and payable.

14. COUNSEL FEES. The Mortgagors shall pay on demand the counsel fees and expenses of the Mortgagee incurred in any action or proceeding, including appeal, wherein the lien or the amount secured thereby may be affected. Such counsel fees and expenses shall be added to the mortgage debt and secured by all the provisions contained herein.

15. FUTURE ADVANCES. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the principal sum of $825,000.00, plus interest thereon and any

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disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this mortgage, with interest thereon; and this mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee to the Mortgagor after the date hereof, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this mortgage shall be made not more than twenty (20) years after the date hereof. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.

16. COMPLIANCE WITH ENVIRONMENTAL LAWS.

A. Hazardous Waste. Hazardous Waste shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the U.S. Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

B. Representations and Warranties. Mortgagor specifically represents and warrants that the use and operation of the mortgaged property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon or at the mortgage property, and there are not now nor shall there be at any time any releases or discharges from the mortgage property.

C. Indemnification.

1) Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys fees for attorney of Mortgagee's choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the mortgaged property of any Hazardous Waste (including, without limitation, any losses, liabilities, including strict liability, damages, injuries,

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expenses, including attorneys fees for attorney of Mortgagee's choice, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local "superfund" or "superlien" laws, and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any hazardous waste) regardless of whether within Mortgagor's control.

2) The aforesaid indemnification and hold harmless agreement shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release or discharge of this mortgage or the indebtedness, and, without limiting the generality of the foregoing such obligations shall continue for the benefit of Mortgagee and any subsidiary of Mortgagee during and following any possession of the mortgaged property thereby or any ownership of the mortgaged property thereby, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

D. Notice of Environmental Complaint. If Mortgagor shall receive any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the land or in connection with Mortgagor's operations thereon; or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting Mortgagor (an Environmental Complaint) from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of said notice.

E. Mortgagee's Reserved Rights. In the event of receipt of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this mortgage) to enter onto the mortgaged property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental complaint pertaining to the mortgaged property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor and/or which, in Mortgagee's sole opinion, could jeopardize its security under this mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this mortgage and shall be payable by Mortgagor upon demand.

F. Environmental Audits. If Mortgagee shall have reason to believe that Hazardous Waste has been discharged on the mortgaged property, Mortgagee shall have the right, in its sole

discretion, to require Mortgagor to perform periodically to Mortgagee's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding) at Mortgagor's expense an environmental audit and, if deemed necessary by Mortgagee, an environmental risk assessment of: (a) the mortgaged property, (b) hazardous waste management practices and/or (c) Hazardous Waste disposal sites used by Mortgagor. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform any such environmental audit or risk assessment within thirty (30) days after Mortgagee's request, Mortgagee shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this mortgage and shall be payable by Mortgagor upon demand.

G. Breach. Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provided in this instrument, or otherwise permitted by law.

17. BINDING EFFECT. This instrument shall inure to the benefit and be binding upon the successors, administrators and assigns of the parties.

18. Whenever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "Note" includes all the notes herein described if more than one. Whenever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal the day and year first above written.

Signed in the Presence of:

Witness #1
print name

NEW COVENANT FELLOWSHIP MINISTRIES, INC.

By:
David L. Deaton, President

Witness #2
print name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26th day of September, 1997, by David L. Deaton, President who is personally known to me or who produced a drivers license as identification, and who did take an oath.

sign _____
print name SABINE M FRANCISCO
Notary Public
(Seal)

My Commission Expires:

OFFICIAL NOTARY SEAL
SABINE M FRANCISCO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC466414
MY COMMISSION EXP. JUNE 19,1999

OR2872 PG2756

CHARLIE GREEN LEE CTY. FL
97 SEP 30 PM 4:15

EXHIBIT "A"

Parcel "A"

A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485, of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3,600.52 feet (3,600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed for 420.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21 E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

OR2872 PG2757

4248955

OR 872 PG 2758

This Instrument Prepared By:
Gordon R. Duncan
DUNCAN & TARDIF, P.A.
P.O. Box 249
Ft. Myers, FL 33902

ASSIGNMENT OF RENTS, LEASES, PROFITS AND CONTRACTS

THIS ASSIGNMENT, made and executed this 26 day of September, 1997, by and between NEW COVENANT FELLOWSHIP MINISTRIES, INC., hereinafter called "Mortgagor", and SOUTHTRUST BANK, N.A., a national banking association, hereinafter called "Mortgagee".

*RECORD VERIFIED · CHARLIE GREEN, CLERK ·
· BY: C. KELLER, D.C. ·

W I T N E S S E T H:

WHEREAS, the Mortgagee has disbursed or will disburse to or for the account of the Mortgagor certain proceeds in the amount of FIFE HUNDRED FIFTY THOUSAND and No/100 ($550,000.00) DOLLARS, which is evidenced and secured by a Note and Mortgage, which Mortgage encumbers certain real property situated in Lee County, Florida, being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, said mortgage loan is further secured, among other things, by a Security Agreement, and all of such instruments of security and the Note which they secure shall be referred to herein as the "Instruments"; and

WHEREAS, the Mortgagor has agreed to and does execute this Assignment as a part of said loan transaction.

NOW, THEREFORE, the Mortgagor covenants and agrees to and with the Mortgagee as follows:

1. The Mortgagor does hereby empower the Mortgagee, its agents or attorneys to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under all leases now existing or hereafter made and avail itself of and pursue all remedies for the enforcement of said leases and Mortgagor's rights in and under said leases as the Mortgagor might have pursued but for this Assignment.

2. The Mortgagor warrants that signed duplicates of said leases shall be delivered to Assignee upon the execution thereof and said duplicates, as delivered to Mortgagee shall be true and correct duplicates, that Mortgagor has not heretofore assigned or pledged the same or any interest therein, and in regard to

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

presently existing leases no default exists on the part of the lessees, or the Mortgagor, as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in said leases contained; that no rent has been paid by any of the lessees for more than two (2) months in advance, and that the payment of none of the rents to accrue under said leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor directly or indirectly by assuming any of lessee's obligations with respect to other premises.

3. The Mortgagor waives any rights of set-off against the Mortgagee.

4. The Mortgagor agrees:

A. That said leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder; and that it will not transfer or convey the title to said premises to any of the lessees without requiring such lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the note and mortgage hereinafter described;

B. that if the leases provide for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the Mortgagor shall furnish rental insurance to the Mortgagee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee;

C. not to terminate, modify or amend said leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Mortgagee and that any attempted termination, modification, or amendment of said leases without such written consent shall be null and void;

D. not to collect any of the rent, income and profits arising or accruing under said leases for more than two (2) months in advance of the time when the same become due under the terms thereof;

E. not to discount any future accruing rents;

F. not to execute any other assignments of said leases or any interest therein or any of the rents thereunder;

G. to perform all of the Mortgagor's covenants and agreements as lessor under said leases and not to suffer or permit to occur any release of liability of the lessees, or any rights to the lessees to withhold payment of rent; and to give prompt notices to the Mortgagee of any notice of default on the part of Mortgagor with respect to said leases received from the lessees thereunder; and to furnish Mortgagee with complete copies of said notices;

H. if so requested by the Mortgagee, to enforce said leases and all remedies available to the Mortgagor against the lessees, in case of default under said leases by the lessees;

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

I. that none of the rights or remedies of the Assignee under the mortgage shall be delayed or in any way prejudiced by assignment;

J. that notwithstanding any variation of the terms of the mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

K. not to alter, modify or change the terms of any guarantees of any of said leases or cancel or terminate such guarantees without the prior consent of the Mortgagee;

L. not to consent to any assignments of said leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior consent of the Mortgagee;

M. not to request, consent to, agree to or accept a subordination of said leases to any mortgage or other encumbrance now or hereafter affecting the premises, except to the Mortgagee;

N. not to exercise any right of election, whether specifically set forth in any such lease or otherwise, which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the lease; and

O. not to sell, transfer, assign, or remove any personal property now or hereafter located on the above described premises, unless such action results in substitution or replacement with similar items, owned by Mortgagor and not otherwise encumbered, of equal value, without the prior consent of Mortgagee.

5. As additional collateral and security for the payment of said mortgage loan indebtednesses and for the performance of each and every of the covenants and agreements contained in said Instruments and herein, the Mortgagor sells, assigns, transfers, sets over and delivers unto the Mortgagee and agrees to and does hereby grant to the Mortgagee a first security interest in and to all present and future profits, income and issues from the property encumbered by said Instruments, and each and every part and parcel thereof, and also all present and future right, title and interest of the Mortgagor under and by virtue of each and every franchise, license, permit, lease, contract for deed, reservation agreement, or purchase and sale agreement ("purchase agreements"), permanent loan commitments, or any other document or contractual right, written or verbal, covering any part or parcel of the mortgaged premises whether any of such is now or hereafter made, or hereafter made, and any and all amendments to or modifications, extensions or renewals of any of such. Mortgagor hereby warrants that there are no contracts for deed, purchase agreements or leases affecting the mortgaged premises as of the day and year first above written nor shall there be any in existence on the date of recordation of the Mortgage and other instruments of security, except which are specifically described in a separate mechanics lien affidavit executed by Mortgagor in favor of mortgagee on even date herewith. Mortgagor further warrants that it has not executed nor will it

execute at any time during the term of the aforesaid loan any other assignments or instruments further encumbering the items described above.

6. The Mortgagee shall have the right to and may receive the rents, issues, profits and income from said mortgage premises, including all rents payable under any lease covered by this instrument or hereafter made, for application on said mortgage loan indebtednesses only if and in the event the Mortgagor defaults in, breaches or fails to perform any one or more of the covenants and agreements contained in either (a) this Assignment, or (b) said Instruments and such is not cured within the applicable curative period, if any, specified in the mortgage. In the event of any such default, breach or failure to perform which is not cured within the period as aforesaid, and the exercise by Mortgagee of its right to receive such rents, issues, profits and income, the amounts so received prior to foreclosure sale, less all costs, fees and expenses of collection, including a reasonable attorney's fee, shall be applied on said mortgage loan indebtednesses. But any such default, breach or failure to perform, or the exercise by Mortgagee of its right to receive such rents, issues, profits and income, shall not prevent the Mortgagee from exercising any of its rights under the Instruments, including its right to foreclose any mortgage, nor any of its other rights under this Assignment. Upon the occurrence of any such default, breach or failure to perform which is not cured within the curative period, if any, as aforesaid, in addition to all rights and remedies contained herein, the Mortgagee shall have and may exercise from time to time any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida and any and all other rights and remedies available to it under any other applicable law, including but not limited to, the right to foreclose this Assignment and any mortgage in the same proceedings. The security of this Assignment is and shall be primary and on a parity with the real estate encumbered by the subject mortgage and not secondary.

7. Upon issuance of a deed or deeds pursuant to foreclosure of the mortgage, all right, title and interest of the Mortgagor in and to said franchises,licenses, permits, leases, contracts for deed, reservation agreements, or purchase and sale agreements, or any other documents or contractual rights, shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose. But nothing contained herein shall prevent Mortgagee from terminating any subordinate lease through such foreclosure.

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8. In the event any tax or assessment shall be levied or assessed against the Mortgagee on account of or incident to this Assignment, the Mortgagor will pay said tax as soon as it is due and payable, and if the Mortgagor shall fail to pay any such tax, the Mortgagee may pay the same and the amount paid shall be repaid by Mortgagor to the Mortgagee and secured hereby and by the lien of said Mortgage and shall be immediately due and payable, together with interest at the maximum legal contract rate.

9. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being hereby expressly waived and released by Mortgagor. The Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under said leases, or under or by reason of this assignment, and the Mortgagor shall and does hereby agree to indemnify the Mortgagee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of this assignment and of and from any and all reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage under said leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefore immediately upon demand. Such attorney's fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditor's reorganization proceedings.

10. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents, profits or issues contained in the Mortgage or in any other document.

11. This Assignment shall include any extensions and renewals of the leases, franchises, licenses, permits, contracts for deed or purchase and sale agreements, or any other documents or contractual rights, and any reference herein to the said leases, franchises, licenses, permits, contracts for deed or purchase and sale agreements, or any other documents or contractual rights, shall be construed as including any such extensions and renewals.

12. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Mortgagor", "Mortgagee" and "lessees", wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words

and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

13. In the event the Mortgagor defaults in, breaches or fails to perform any one or more of the covenants and agreements contained in this Assignment, this shall constitute a default, breach or failure to perform under said Instruments. All of the rights of Mortgagee hereunder shall be cumulative and not in limitation of the Mortgagee's rights under the terms of said Instruments.

14. This Assignment and all of its provisions shall end of and when the Mortgagee shall execute and record a satisfaction of the instruments in the Public Records of Lee County, Florida, otherwise the provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagor hereto has caused this assignment to be executed and delivered on this 26th day of September, 1997.

NEW COVENANT FELLOWSHIP MINISTRIES, INC.

Witness #1
sign _____
print: GERALD R. DUNCAN

By: _____
David L. Deaton, President

Witness #2
sign _____
print: SABINE M. FRANCISCO

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26th day of September, 1997, by David L. Deaton, who is personally known to me or who produced drivers license as identification and who did take an oath.

_____
Notary Public
print name: SABINE M. FRANCISCO
(Seal)

My Commission Expires:

OFFICIAL NOTARY SEAL
SABINE M FRANCISCO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC466404
MY COMMISSION EXP. JUNE 19,1999

6

OR2872 PG2763

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

CHARLIE GREEN LEE CTY. FL
97 SEP 30 PM 4:15

EXHIBIT "A"

Parcel "A"

A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485, of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3,600.52 feet (3,600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21 E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

OR2872 PG2764

10.50

UNIFORM COMMERCIAL CODE — STATE OF FLORIDA FINANCING STATEMENT — FORM UCC-1 (REV. 1993)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor (Last Name First if an Individual): NEW COVENANT FELLOWSHIP MINISTRIES, INC. — 1a. [illegible] 4248956

1b. Mailing Address: 2797 1st Street — 1c. City, State: Fort Myers, FL — 1d. Zip Code: 33916

2. Additional Debtor or Trade Name (Last Name First if an Individual) — 2a. Date of Birth or FEID

2b. Mailing Address — 2c. City, State — 2d. Zip Code

3. Secured Party (Last Name First if an Individual): SOUTHTRUST BANK, N.A.

3a. Mailing Address: 12998 So. Cleveland Avenue — 3b. City, State: Fort Myers, FL — 3c. Zip Code: 33907

4. Assignee of Secured Party (Last Name First if an Individual)

4a. Mailing Address — 4b. City, State — 4c. Zip Code

5. This Financing Statement covers the following types or items of property (include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)):

Any and all of Debtor's fixtures located at or attached to the real property described in Exhibit "A" attached hereto and

Any and all of Debtor's construction materials, and other personal property incorporated in or to be incorporated in the structure to be constructed on the real property described in Exhibit "A".

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: C. KELLES, D.C.

6. Check only if Applicable: ☒ Products of collateral are also covered. ☒ Proceeds of collateral are also covered. ☐ Debtor is transmitting utility.

7. Check appropriate box: (One box must be marked) ☒ All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S. have been paid. ☐ Florida Documentary Stamp Tax is not required.

8. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral:
☐ already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.
☐ as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____.
☐ acquired after a change of name, identity, or corporate structure of the debtor.

9. Number of additional sheets presented: 1

This Space for Use of Filing Officer

10. Signature(s) of Debtor(s): NEW COVENANT FELLOWSHIP MINISTRIES, INC.
By: David L. Deaton
David L. Deaton, President

11. Signature(s) of Secured Party or if Assigned, by Assignee(s)
SOUTHTRUST BANK, N.A.
By: Kent W. Poli
Kent W. Poli, Asst. V.P.

12. Return Copy to:
Name: GORDON R. DUNCAN, ESQUIRE (SMF)
Address: DUNCAN & TARDIF, P.A.
Address: P.O. Box 249
City, State, Zip: Fort Myers, FL 33902

STANDARD FORM - FORM UCC-1

OR: 0729 PG: 2165

CHARLIE GREEN LEE CTY. FL
97 SEP 30 PM 4:15

EXHIBIT "A"

Parcel "A"

A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485, of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3,600.52 feet (3,600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21 E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

OR 2872 PG 2766

(5) Doc Stps $\frac{0}{0}$
Int Tax $\frac{0}{0}$
Rec Fee $\frac{24.00}{24.00}$
Total $\frac{24.00}{24.00}$

INSTR # 4777417
OR BK 03201 PG 0005
RECORDED 12/17/99 03:57 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 24.00
DEPUTY CLERK B Thompson

This Instrument Prepared By:
Gordon R. Duncan
DUNCAN & TARDIF, P.A.
P.O. Drawer 249
Ft. Myers, FL 33902

MORTGAGE MODIFICATION AND SPREADER AGREEMENT

This Mortgage Modification and Spreader Agreement is made and entered into this 7th day of December, 1999, and effective July 25, 1999, by and between **NEW COVENANT FELLOWSHIP MINISTRIES, INC.**, whose address is **11735 Plantation road, Fort Myers, Florida 33912**, hereinafter referred to as "Mortgagor", and **SOUTHTRUST BANK, N.A.**, whose address is **12998 S. Cleveland Avenue, Fort Myers, Florida 33907**, hereinafter referred to "Mortgagee".

WITNESSETH THAT:

WHEREAS, Mortgagee is the original owner and holder of a Construction/Permanent Note in the amount of $550,000.00 (herein referred to as " Note 1"), and a Mortgage executed by Mortgagor dated September 26, 1997 and recorded in O.R. Book 2872, Page 2745, Public Records of Lee County, Florida (herein referred to as "Mortgage 1"), encumbering the property described more fully in said Mortgage, which Mortgage constitutes a first lien on the property described in said Mortgage (Exhibit A); and

WHEREAS, Mortgagee is the original owner and holder of a Installment Note in the amount of $100,000.00 (herein referred to as " Note 2"), and a Mortgage executed by Mortgagor dated February 25, 1999 and recorded in O.R. Book 3085, Page 1882, Public Records of Lee County, Florida (herein referred to hereinafter as "Mortgage 2"), encumbering the property described more fully in said Mortgage, which Mortgage constitutes a first lien on Parcel One and a second lien on Parcel Two of the property described in said Mortgage (Exhibit B); and

WHEREAS, Mortgagor wishes Mortgagee to consolidate Note 1 and Note 2; and

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WHEREAS, Mortgagee has requested that Mortgagor spread the lien of the Mortgages to properties owned by Mortgagor as more particularly described in Exhibit "A" and Exhibit "B" attached hereto and by reference made a part hereof and Mortgagor has agreed to do so in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration and the further consideration of the covenants contained herein and contained in the Notes and Mortgages described above, the parties hereto agree as follows:

1. Mortgagee agrees to consolidate Note 1 and Note 2 to be evidenced by a Consolidation Installment Note in the amount of $614,874.08. The Consolidation Installment Note shall be secured by both Mortgage 1 and Mortgage 2.

2. Mortgagor for the purpose of securing the prompt payment of the indebtedness as it becomes due, and also for and in consideration of the sum of TEN ($10.00) dollars to it in hand paid by the Mortgagee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the Mortgagee forever all that tract or parcel of land situate, lying and being in the County of Lee, State of Florida, described in the attached Exhibit "A" and Exhibit "B", pursuant to the terms of Mortgage 1 and Mortgage 2.

3. Except as modified and spread herein, Mortgagor and Mortgagee ratify and confirm all of the covenants, agreements, conditions, terms and provisions of Note 1, Note 2, the $614,874.08 Consolidation Installment Note executed this date, Mortgage 1 dated September 26, 1997, recorded in O.R. Book 2872, Page 2745, Public Records of Lee County, Florida, and Mortgage 2 dated February 26, 1999, recorded in O.R. Book 3085, Page 1882, Public Records of Lee County, Florida

4. Mortgagor acknowledges and agrees that it has no defense, counterclaim or setoff arising out of or in any way associated with Mortgage 1 or Mortgage 2, any evidence of prior indebtedness, or the Consolidation Installment Note.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1
sign

print name

Witness #2
sign

print name

NEW COVENANT FELLOWSHIP
MINISTRIES, INC.

By
DAVID L. DEATON
President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14th day of December, 1999, by **DAVID L. DEATON, President, NEW COVENANT FELLOWSHIP MINISTRIES, INC.**, who provided drivers license as identification, or who is personally known to me and who did take an oath, on behalf of the corporation.

sign
print name
Notary Public

My Commission Expires: (Seal)

MICHAEL A. GREENHOE
MY COMMISSION # CC 680455
EXPIRES: October 18, 2003
Bonded Thru Notary Public Underwriters

OR BK 03201 PG 0000

EXHIBIT A

PARCEL ONE:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point; thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence N 00°19'57" W a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

ALSO EXCEPTING: A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485 of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21" E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

As to Parcel One this Mortgage is a First Mortgage, superior to that certain Mortgage of even date herewith granted to Joe O. McClure, Trustee in the principal amount of $225,000.00, regardless of the recording priority which may exist between the two mortgages.

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PARCEL TWO:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, described as follows:

From the North Quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning; thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point; thence N 00°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet. EXCEPTING therefrom the West 30 feet and the South 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

As to Parcel Two this Mortgage is a Second Mortgage, subordinate to that certain Mortgage of even date herewith granted to Joe O. McClure, Trustee in the principal amount of $225,000.00, regardless of the recording priority which may exist between the two mortgages.

(5pgs)

Doc Stps 0
Int Tax 0
Rec Fee 24.00
Total 24.00

INSTR # 5344728
OR BK 03570 PG 2463
RECORDED 01/31/02 04:06 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 24.00
DEPUTY CLERK B Cruz

This Instrument Prepared By:
Gordon R. Duncan
DUNCAN & TARDIF, P.A.
P.O. Drawer 249
Ft. Myers, FL 33902

CORRECTIVE
MORTGAGE MODIFICATION AND SPREADER AGREEMENT

This Corrective Mortgage Modification and Spreader Agreement is being recorded to correct Exhibit A and Exhibit B of that certain Mortgage Modification and Spreader Agreement recorded December 17, 1999 in O.R. Book 3201, Page 0005, Public Records of Lee County, Florida.

This Mortgage Modification and Spreader Agreement is made and entered into this 14 day of December, 2001, and effective July 25, 1999, by and between **NEW COVENANT FELLOWSHIP MINISTRIES, INC.**, whose address is **11735 Plantation road, Fort Myers, Florida 33912**, hereinafter referred to as "Mortgagor", and **SOUTHTRUST BANK, N.A.**, whose address is **12998 S. Cleveland Avenue, Fort Myers, Florida 33907**, hereinafter referred to "Mortgagee".

WITNESSETH THAT:

WHEREAS, Mortgagee is the original owner and holder of a Construction/Permanent Note in the amount of $550,000.00 (herein referred to as "Note 1"), and a Mortgage executed by Mortgagor dated September 26, 1997 and recorded in O.R. Book 2872, Page 2745, Public Records of Lee County, Florida (herein referred to as "Mortgage 1"), encumbering the property described more fully in said Mortgage, which Mortgage constitutes a first lien on the property described in said Mortgage (Exhibit A); and

WHEREAS, Mortgagee is the original owner and holder of a Installment Note in the amount of $100,000.00 (herein referred to as "Note 2"), and a Mortgage executed by Mortgagor dated February 25, 1999 and recorded in O.R. Book 3085, Page 1882, Public Records of Lee County, Florida (herein referred to hereinafter as "Mortgage 2"), encumbering the property described more fully in said Mortgage, which Mortgage constitutes a first lien on Parcel One and a second lien on Parcel Two of the property described in said Mortgage (Exhibit B); and

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WHEREAS, Mortgagor wishes Mortgagee to consolidate Note 1 and Note 2; and

WHEREAS, Mortgagee has requested that Mortgagor spread the lien of the Mortgages to properties owned by Mortgagor as more particularly described in Exhibit "A" and Exhibit "B" attached hereto and by reference made a part hereof and Mortgagor has agreed to do so in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration and the further consideration of the covenants contained herein and contained in the Notes and Mortgages described above, the parties hereto agree as follows:

1. Mortgagee agrees to consolidate Note 1 and Note 2 to be evidenced by a Consolidation Installment Note in the amount of $614,874.08. The Consolidation Installment Note shall be secured by both Mortgage 1 and Mortgage 2.

2. Mortgagor for the purpose of securing the prompt payment of the indebtedness as it becomes due, and also for and in consideration of the sum of TEN ($10.00) dollars to it in hand paid by the Mortgagee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the Mortgagee forever all that tract or parcel of land situate, lying and being in the County of Lee, State of Florida, described in the attached Exhibit "A" and Exhibit "B", pursuant to the terms of Mortgage 1 and Mortgage 2.

3. Except as modified and spread herein, Mortgagor and Mortgagee ratify and confirm all of the covenants, agreements, conditions, terms and provisions of Note 1, Note 2, the $614,874.08 Consolidation Installment Note executed this date, Mortgage 1 dated September 26, 1997, recorded in O.R. Book 2872, Page 2745, Public Records of Lee County, Florida, and Mortgage 2 dated February 26, 1999, recorded in O.R. Book 3085, Page 1882, Public Records of Lee County, Florida

4. Mortgagor acknowledges and agrees that it has no defense, counterclaim or setoff arising out of or in any way associated with Mortgage 1 or Mortgage 2, any evidence of prior indebtedness, or the Consolidation Installment Note.

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IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1
sign Ron Willis
Ron Willis
print name

Witness #2
sign Daniel L Deaton
DAVID L DEATON
print name

NEW COVENANT FELLOWSHIP MINISTRIES, INC.

By Ryan Deaton
RYAN DEATON
President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19th day of December, 2001, by **RYAN DEATON, President, NEW COVENANT FELLOWSHIP MINISTRIES, INC.**, who provided drivers license as identification, or who is personally known to me and who did take an oath, on behalf of the corporation.

sign Brenda K Pelham
print name
Notary Public

My Commission Expires:

(Seal)

Brenda K. Pelham
MY COMMISSION # CC 878137 EXPIRES
January 6, 2004

U:\216\NEW COVENANT\12-01 FADV\SPREDR.doc

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EXHIBIT A

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21" E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

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PARCEL ONE:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point; thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence N 00°19'57" W a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

ALSO EXCEPTING: A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485 of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21" E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

PARCEL TWO:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, described as follows:

From the North Quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning; thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point; thence N 00°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet. EXCEPTING therefrom the West 30 feet and the South 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

(8pgs)

Doc Stps 869.75
Int Tax 497.00
Rec Fee 37.50
Total 1404.25

INSTR # 5344729
OR BK 03570 PG 2468
RECORDED 01/31/02 04:06 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 37.50
DOC TAX PD(F.S.201.08) 869.75
INT.TAX PD(F.S.199) 496.96
DEPUTY CLERK B Cruz

THIS INSTRUMENT PREPARED BY:
Gordon R. Duncan
Attorney At Law
P.O. Box 249
Fort Myers, FL 33902

MODIFICATION OF
NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS AND
NOTICE OF FUTURE ADVANCE

THIS MODIFICATION, effective as of December 19, 2001 (the "Effective Date"), is executed by and among **NEW COVENANT FELLOWSHIP MINISTRIES, INC. a/k/a New Covenant Fellowship, Inc.** (the "Borrower") and **SOUTHTRUST BANK f/k/a SouthTrust Bank, N.A.** (hereinafter referred to as "Bank").

RECITALS:

A. Borrower is indebted to Bank, as evidenced by that certain Consolidation Installment Note dated December 7, 1999, in the original principal amount of $614,874.08, payable to Bank ("Note 1").

B. The payment of the indebtedness (the "Loan") evidenced by the Note is secured by that certain Mortgage dated September 26, 1997, recorded in O.R. Book 2872, Page 2745, Public Records of Lee County, Florida ("Mortgage 1"); that certain Mortgage dated February 25, 1999, recorded in O.R. Book 3085, Page 1882, Public Records of Lee County, Florida ("Mortgage 2"); those certain Assignment of Rents, Leases, Profits and Contracts dated September 26, 1997, recorded in O.R. Book 2872, Page 2758, Public Records of Lee County, Florida, and February 25, 1999, recorded in O.R. Book 3085, Page 1895, Public Records of Lee County, Florida ("Assignment"); those certain Security Agreements, dated September 26, 1997 and February 25, 1999 ("Security Agreement"); that certain UCC-1

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Financing Statement recorded September 30, 1997, in O.R. Book 2872, Page 2765, Public Records of Lee County, Florida and that certain UCC-1 Financing Statement recorded March 4, 1999, in O.R. Book 3085, Page 1902, Public Records of Lee County, Florida, ("UCC Local"); and that UCC-1 filed with the Florida Secretary of State, filed October 2, 1997, File No. 970000222200 and March 8, 1999, File No. 990000050016 ("UCC Central").

C. Mortgage 1, Mortgage 2, Note 1 and Note 2 and all other documents executed in connection with the Loan, including without limitation the documents described above, are hereinafter collectively referred to as the "Loan Documents".

D. Mortgage 1 and Mortgage 2 currently encumber a certain parcel of real property located in Lee County, Florida, as legally described below, and certain other collateral, as more fully described in the Mortgage and Loan Documents (collectively, the real property and the other collateral shall hereinafter be referred to as the "Property"):

See attached Exhibit A.

E. Note 1 matures on February 25, 2004.

F. Bank has agreed to make a future advance under the Mortgage in the amount of $248,479.88 to be evidenced by a Future Advance Promissory Note ("Note 2").

G. The Borrower desires to obtain the $248,479.88 advance described above and to consolidate Note 1 and Note 2 and desires to modify of the terms of the Loan from Bank, and Bank is willing to do so under the terms of the Loan Documents.

NOW, THEREFORE, in consideration of the forbearance of Bank, and in consideration of the premises and of the mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged among the parties, it is agreed as follows:

1. **Recitals.** The above recitals (the "Recitals") are true and correct and are hereby incorporated into the body of this Agreement.

2. **Notice of Future Advance.** Bank herewith makes a Future Advance under Mortgage 1 in the amount of $248,479.88 evidenced by Note 2.

3. **Consolidation and Modification of the Notes.** Note 1 and Note 2 are hereby consolidated/modified as follows:

a. Note 1 and Note 2 are consolidated into that certain Consolidation/Renewal Installment Note dated December 19, 2001 (the "Consolidation Note") in the principal amount of $825,000.00.

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b. The maturity date of the Consolidation Note is December 19, 2006 (the "Maturity Date"), as evidenced by the Consolidation Note.

c. The interest rate is hereby modified to SouthTrust Bank prime plus .50% per annum, based on a 360 day year.

d. Any judgment obtained against Borrower shall bear interest at the maximum rate permitted under Sections 687.03 and 687.071, Florida Statutes.

e. Upon signing this Agreement, Bank acknowledges receipt of $2,945.77, which represents all accrued unpaid interest due on Note 1 through December 19, 2001.

4. **Modification of Loan Documents**. The terms of the Loan Documents are hereby modified to secure the Consolidation Note, and so as to provide that the repayment terms of the indebtedness secured thereby shall reflect the revised Maturity Date and interest rate as defined herein.

5. **Anti-Novation**. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Loan Documents referred to herein.

6. **Miscellaneous**.

a. Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provision hereof.

b. This Modification shall be governed by and construed in accordance with the laws of the State of Florida and of the United States of America and the rules and regulations promulgated under the authority thereof. The parties hereto acknowledge that this Modification affects interstate commerce.

c. Time is of the essence of this Modification.

d. As used herein, the neuter gender shall include the masculine and feminine genders, and vice versa, and the singular the plural, and vice versa, as the context demands.

e. All costs incurred by Bank in enforcing this Modification and in collection of sums due Bank from Borrower, to include, without limitation, reasonable attorney's

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fees through mediation and arbitration proceedings, all trials, appeals and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States, shall be paid by Borrower.

f. This Modification shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

7. **Ratification.** Except as herein modified and amended, the terms and conditions of the Note, Loan Documents and all of the documents executed with respect to the foregoing Loan are hereby ratified and affirmed. Any default under this Modification shall constitute a default under the Renewal Note, Mortgage, and Loan Documents and any default under the Renewal Note, Mortgage and Loan Documents shall constitute a default under this Modification.

8. As a material inducement for Bank to execute this modification, Borrower does hereby waive and release, acquit, satisfy and forever discharge Bank and its affiliates and assignees from any and all claims, counter claims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever in law or in equity which the Borrower ever had, now has or which any personal representative, successor, heir or assignor the Borrower hereafter can, shall or may have against Lender or its affiliates and assignees, for, upon or by reason of any matter, cause or thing whatsoever through the date hereof. In addition to, and without limiting the generality the foregoing, and in consideration of the Banks execution of this agreement, the Borrower covenants with and warrants to Bank, and its affiliates and assigns that there exists no claims, counter claims, defenses, objections, offsets or claims of offsets against the Bank in relation to the loan.

9. Borrower represents and warrants to Bank that the Consolidation Note, Mortgages and all other Loan Documents are valid and binding obligations of the Borrower and enforceable according to their terms.

10. BORROWER AND BANK HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PRECEDING OR COUNTER CLAIMED BASED ON THE LOAN DOCUMENTS OR ARISING OUT OF, UNDER OR IN CONNECTION THERE WITH OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO OR IN CONJUNCTION HEREWITH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BORROWER AND BANK ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Modification this 19 day of December, 2001 to be effective as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Witness No.1

sign _____

print: Ron Willis

Witness No. 2

sign _____

print DAVID L DEATON

SOUTHTRUST BANK

By _____

MIKE MOSS
Assistant Vice President

BORROWER
NEW COVENANT FELLOWSHIP MINISTRIES, INC.

Witness No.1

sign _____

print: Kent W. Poli

Witness No. 2

sign _____

print Mike Moss

By _____

RYAN DEATON
President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19th day of December, 2001, by **MIKE MOSS** as Assistant Vice President of, **SOUTHTRUST BANK**, who is personally known to me or who provided drivers license as identification, on behalf of the corporation.

Print name: Brenda K Pelham
Notary Public

My commission expires:

Brenda K. Pelham
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION # DD 000000
BONDED THRU NOTARY PUBLIC UNDERWRITERS

OR BK 03570 PG 2472

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19 day of December, 2001, by **RYAN DEATON**, President, **NEW COVENANT FELLOWSHIP MINISTRIES, INC.**, who is personally known to me or who provided drivers license as identification, on behalf of the corporation.

Brenda K. Pelham
MY COMMISSION # CC977457 EXPIRES
January 5, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda K Pelham
Print name: Brenda K Pelham
Notary Public

My commission expires:

U:\216\NEW COVENANT\12-01 FADV\MMA2-a.doc

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

PARCEL ONE:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21" E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

PARCEL TWO:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point; thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence N 00°19'57" W a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

ALSO EXCEPTING: A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485 of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21" E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

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PARCEL THREE:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, described as follows:

From the North Quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning; thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point; thence N 00°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet. EXCEPTING therefrom the West 30 feet and the South 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

INSTR # 2006000034621, Doc Type MOD, Pages 4, Recorded 01/24/2006 at 02:23 PM, Charlie Green, Lee County Clerk of Circuit Court, Mtg Doc: $37.80 Int. Tax $21.55 Rec. Fee $35.50 Deputy Clerk LFAHRNER

PREPARED BY: Kathyleen Padgett
RETURN TO: BCS Post-Closing, NC-1120
Wachovia Bank, National Association
Business Credit Solutions
8740 Research Drive, NC1120
Charlotte, North Carolina 28262

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF **$37.80** AND FLORIDA NON-RECURRING INTANGIBLE TAXES IN THE AMOUNT OF **$21.55** ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT. SUCH AMOUNTS ARE BASED ON THE FUTURE ADVANCE IN THE AMOUNT OF **$10,775.00**.

MODIFICATION AND EXTENSION OF MORTGAGE

THIS MODIFICATION AND EXTENSION OF MORTGAGE is made January 5, 2006, by New Covenant Fellowship Ministries Inc, a/k/a New Covenant Fellowship, Inc. whose address is 11735 Plantation Road, Fort Myers, Florida 33912, the Mortgagor under the Mortgage described below ("Mortgagor"), and delivered to Wachovia Bank, National Association, a national banking association as Mortgagee (referred to herein as "Bank"), whose address is Jacksonville, Florida 32202.

RECITALS

Bank is owner and holder of a certain Mortgage (the "Mortgage") dated September 26, 1997, recorded in Book No. 2872, Page No. 2745, of the public land records of the County of Lee, State of Florida together with all extensions and modifications thereof whenever made.

Bank is owner and holder of a certain term promissory note (the "Note") in the original amount of $825,000.00, dated December 19, 2001, made by Mortgagor, payment of which is secured by the Mortgage.

Bank has agreed to extend a Future Advance in the original amount of $733,425.00, which amount has been advanced, dated January 5, 2006, made by Mortgagor and in accordance with the provisions of Florida Statutes § 697.04.

Bank and Mortgagor have modified, renewed and extended the Note and accordingly have agreed to modify, renew and extend the Mortgage.

WITNESSETH:

In consideration of the foregoing premises Mortgagor and Bank hereby modify the Mortgage and any prior modifications thereof as follows:

Note Modified, Renewed and Extended. Mortgagor has modified the Note (as modified, the "Modified Note") by modification dated January 5, 2006, that modifies, renews and extends the terms of payment of the Note. The stated principal amount due under the Modified Note is $733,425.00.

Modified Note Secured. Mortgagor acknowledge(s) and agree(s) (i) that the Modified Note is a modification, renewal and extension of the Note, (ii) that the payment and performance of the Obligations (as the term "Obligations" is defined in the Modified Note) is secured by the Mortgage, (iii) that there are no defenses or impediments to enforcement of the lien of the Mortgage, and (iv) that the Modified Note evidences the same indebtedness as the Note and is not a novation.

Mortgage Confirmed. Mortgagor acknowledge(s) and agree(s) that the Mortgage and any prior modifications thereof, except as expressly modified by this Modification and Extension Agreement shall remain in full force and effect as originally executed and the terms of this Modification and Extension Agreement shall be part of the Mortgage.

Document Taxes and Other Charges. Mortgagor shall pay the full amount of any documentary stamp tax, intangible tax, interest, filing fees and penalties, if any, charged incident to the loan transaction and modification(s) described in or created by this Modification and Extension and the filing of this Agreement. If Mortgagor fails to pay the obligations under this paragraph, Bank may pay such obligations. Any amounts so paid by Bank shall bear interest at the default rate stated in the Modified Note and shall be secured by the Mortgage.

IN WITNESS WHEREOF, Mortgagor and Bank have signed and sealed this instrument as of the day and year first above written.

Mortgagor
New Covenant Fellowship Ministries Inc.

By: _____(SEAL)
Ryan D. Deaton, President

_____(SEAL)
Ronald C. Willis, Vice President

Bank
Wachovia Bank, National Association

CORPORATE SEAL

By: _____, Vice President

State of Florida
County of Lee

Corporate Acknowledgment

The foregoing instrument was acknowledged this day by Ryan D. Deaton, President of New Covenant Fellowship Ministries Inc, a Florida corporation on behalf of the corporation, who is personally known to me or who has produced driver license as identification.

Witness my hand and official seal, this 5th day of January, 2006.

Tamara L Gill, Notary Public

(Printed Name of Notary)

Commission Expires: _____

Commission Number: _____

Notary Seal

TAMARA L. GILL MY COMMISSION EXPIRES November 6, 2008 #DD351621 Bonded Thru Troy Fain-Insurance 800-385-7019 NOTARY PUBLIC, STATE OF FLORIDA

State of Florida
County of Lee

Corporate Acknowledgment

The foregoing instrument was acknowledged this day by Ronald C. Willis, Vice President of New Covenant Fellowship Ministries Inc, a Florida corporation on behalf of the corporation, who is personally known to me or who has produced driver license as identification.

Witness my hand and official seal, this 5th day of January, 2006.

Tamara L Gill, Notary Public

(Printed Name of Notary)

Commission Expires: _____

Commission Number: _____

Notary Seal

TAMARA L. GILL MY COMMISSION EXPIRES November 6, 2008 #DD351621 Bonded Thru Troy Fain-Insurance 800-385-7019 NOTARY PUBLIC, STATE OF FLORIDA

State of Florida
County of Lee

Bank Acknowledgment

The foregoing instrument was acknowledged this day by Thomas Robinson, Vice President of Wachovia Bank, National Association, a national banking association, on behalf of the bank, who is personally known to me or who has produced Known as identification.

Witness my hand and official seal, this 17 day of JAN, 2006.

_____, Notary Public

Notary Seal

AARON THOMAS
(Printed Name of Notary)

AARON THOMAS
Notary Public - State of Florida
My Commission Expires Aug 1, 2007
Commission # DD232976
Bonded By National Notary Assn.

Commission Expires: 8-1-07

Commission Number: DD232976

Tracking #: 952024528kp
CAT - Deal # 952024528 Facility ID 986807587

1000831

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION

IN RE: The Marriage of
GEORGE THOMAS FREELAND, husband,
and
MARY EILENE FREELAND, wife.

CASE NO. 77-905CA-JRS

OFF REC 1197 PG 2099

DOCKETED & FILED
MAY 6 1977
CIRCUIT CLERK

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

This matter came on for hearing before the Special Examiner duly appointed and ordered by the Court, and

IT IS ADJUDGED:

1. The marriage of the parties is dissolved.

2. The separation agreement between the parties introduced in evidence and marked Petitioner's Exhibit 1, was executed voluntarily after full disclosure, and is in the best interest of the parties, and is approved and incorporated in this judgment by reference. The parties are ordered to comply with it.

3. The Court reserves jurisdiction for the purpose of enforcing this final judgment.

DONE at Fort Myers, Lee County, Florida, this the 4th day of May, 1977.

JACK R. SCHOONOVER
Judge of the Circuit Court

RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
FEE $
MAY 6 4 02 PM '77
CLERK OF CIRCUIT COURT
SEE CLERK

INSTR # 2006000034622, Doc Type AFF, Pages 3, Recorded 01/24/2006 at 02:23 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk LFAHRNER

Prepared by and return to:
Tami Gill, an employee of
TITLE SPECIALISTS OF THE
GULF COAST, INC.
1003 Del Prado Blvd., Suite 205
Cape Coral, FL 33990

SAME NAME AFFIDAVIT

File No: **05TS-1011**

STATE OF **FLORIDA**
COUNTY OF **LEE**

RE: Property Street Address **11735 Plantation Road**
Fort Myers, Florida 33912

ON THIS DAY, before me the undersigned, personally appeared

NEW COVENANT FELLOWSHIP MINISTRIES, INC.

Who, being first duly sworn, deposes and says that **NEW COVENANT FELLOWSHIP, INC.** is one and the same entity as **NEW COVENANT FELLOWSHIP MINISTRIES, INC.**

The purpose of this Affidavit is to induce Old Republic National Title Insurance Company and Title Specialists of the Gulf Coast, Inc. to issue a title insurance policy for the property listed on the attached Exhibit "A" and "B."

FURTHER AFFIANT SAYETH NAUGHT.

NEW COVENANT FELLOWSHIP MINISTRIES, INC.

By: Ryan D. Deaton, President

Sworn to and subscribed before me on
January 4, 2006, by Ryan D. Deaton, President
of New Covenant Fellowship Ministries, Inc.

Notary Public
Notary Printed Name
My Commission Expires:

TAMARA L. GILL
MY COMMISSION EXPIRES
November 6, 2008
DD351621
NOTARY PUBLIC STATE OF FLORIDA

(Seal)

Affidavit - Name of Buyer
Closers' Choice

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

File #: 05124488

Agent File Number: 05TS-1011

Exhibit "A" Attachment

PARCEL ONE:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point; thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence N 00°19'57" W a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

ALSO EXCEPTING: A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, Page 4485 of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52" E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21" W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39" E for 599.71 feet; thence N 00°00'21" E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52" W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

PARCEL TWO:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, described as follows:

From the North Quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning; thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point; thence N 00°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet; thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet. EXCEPTING therefrom the West 30 feet and the South 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

File #: 05124488

Agent File Number: 05TS-1011

Exhibit "B" Attachment

A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 2063, page 4485 of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52"E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21"W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39"E for 599.71 feet; thence N 00°00'21"E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52"W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

397972 REC. 341 PAGE 443

DEED OF RESTRICTIONS

WHEREAS, GENE BARTHOLOMEW, JR., a single man, is the owner in fee simple of all the land described as follows:

The East half (½) of Section 7, Township 45 South, Range 25 East, Less Drainage easement and road right-of-way, Lee County, Florida.

AND WHEREAS, GENE BARTHOLOMEW, JR. desires to place certain restrictions on all of the aforesaid property, and said restrictions may be removed only by approval of a sixty (60%) percent vote of the then present property owners in PINE RANCH ESTATES and unrecorded subdivision:

NOW, THEREFORE, GENE BARTHOLOMEW, JR. does hereby restrict all of the above described property of which he is owner, as follows:

1. A septic tank as prescribed by the State Health Department, together with a drain field shall be installed on each improved lot. Wells must be installed the proper distance from the septic tanks and fields.

2. No lot shall be used as a dumping ground for rubbish. All trash or other waste shall be kept in sanitary containers.

3. All animals, livestock or poultry of any kind can be raised, bred or kept on any lot for usual household pets, and/or family ranch type pets, so long as they do not offend.

4. No trailer park or trailer as a permanent residence may be set up on any parcel of land included within the above described property.

5. Noxious or offensive activity shall not be allowed upon any property nor shall anything be done thereon

HENDEL & GOLDBERG 1148 BROADWAY FORT MYERS, FLORIDA

which may be or may become an annoyance or nuisance to the neighborhood.

6. Grantor reserves the right to file a subsequent deed of restriction regulating the use to which the various lots of said described property can be used.

7. No lot shall be used as a junk yard or auto gravyard, or heavy equipment storage.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the land has been recorded agreeing to change said covenants in whole or in part.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain vilation or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 7th day of February, 1966.

WITNESSES:

GENE BARTHOLOMEW, JR. (SEAL)

REC. 341 PAGE 445

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GENE BARTHOLOMEW, JR., to me well known and known to me to be the person described in and who executed the foregoing Deed of Restrictions, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, County of Lee, and State of Florida, this 7th day of February, 1966.

Notary Public

My Commission Expires:
March 1, 1968

REC. FEB 10 4 48 PM '66
CLERK
BY

ZIMEL & GOLDBERG 1843 BROADWAY FORT MYERS, FLORIDA

19.50
552

PERPETUAL UTILITY EASEMENT GRANT AND INDEMITY AGREEMENT

2548645

(The Timbers Subdivision)

OR2028 PG2775

THIS INDENTURE, made and entered into this 24th day of January, 1986, between Joe O. McClure, owner, hereinafter referred to as Grantor, and LEE COUNTY BOARD OF COMMISSIONERS, hereinafter refered to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with necessary service connections, manholes, valves, fire hydrants, lift station (if applicable), and other appurtenances, to be located on, under, across and through the above described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences which affect the operation of the said line, main or facility. Grantee, its successors, appointees and assigns are hereby granted ingress and egress to a road right-of-way (R/W) described as the north 60 feet of the south 850 feet of the west 2020 feet of the southeast quarter (SE 1/4) of Section 7, Township 45 South, Range 25 East, Lee County, Florida, which may be used by the Grantee to service the aforesaid utility easement, which lies contiguous to the road right-or-way (R/W) in that regard the Grantee may access the road right-of-way (R/W) to repair or maintain said utility and easement.

[redacted]

Prepared by: Harvey B. Goldberg, Esq.
1515 Broadway Ave.
Fort Myers, Fl. 33901

Return:

10/10/88 C6(6)

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

3. The public utility easement will not be limited to any one (1) diameter size or type and/or for number of connections to other water/sewer main for providing water/sewer service to this and adjacent properties. The area of this public utility easement is reserved for the utility lines, mains, or facilities except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses; however, houses, fences, buildings, carports, garages, storage sheds, and other similar type structures may not ever be built on this easement.

4. Title to the utilites constructed hereunder shall remain in the Grantee, Grantees's successors, appointees and assigns.

5. Grantors covenant to and with Grantee that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described. Grantors are lawfully seized and possessed of said lands, have good and lawful right and power to sell and convey them, and that they are free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

6. Grantor, or its successors and assigns, shall indemnify and hold Grantee harmless for any consequential damage to the roads, structures and improvements situated within the described easement resulting from required activities of the County in gaining access to the utility system for any necessary additional construction, repairs and maintenance.

7. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Joe O. McClure, OWNER, has caused this document to be signed on the date first above written.

WITNESS:

Bonnie Stafford

Thos E. Murphy Jr

X
OWNER/CORPORATION

By: _____

TITLE

STATE OF FLORIDA)
COUNTY OF LEE)

BEFORE ME, personally appeared Joe O. McClure
NAME

_____, _____
TITLE CORPORATION

to me well known and to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 13th day of May, 1987.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 17 1987
BONDED THRU GENERAL INSURANCE UND.

Bonnie Stafford
NOTARY PUBLIC

This instrument was prepared by:

_____ _____
NAME AND FIRM DATE

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

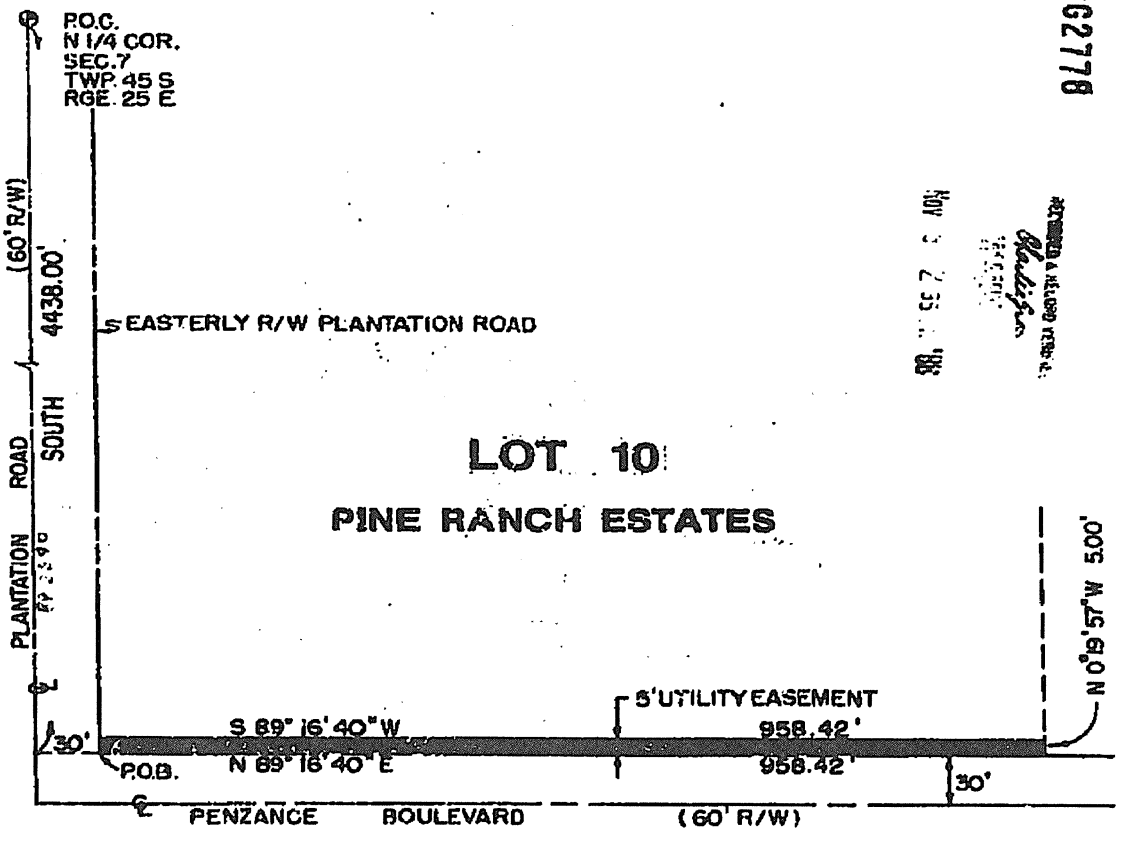
Exhibit "A" Timbers S/D

UTILITY EASEMENT
LEGAL DESCRIPTION

FROM THE NORTH 1/4 CORNER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST, RUN SOUTH ALONG THE CENTER LINE OF THE PLANTATION ROAD RIGHT-OF-WAY A DISTANCE OF 4438.00 FEET TO A POINT; THENCE RUN N89°16'40"E A DISTANCE OF 30.00 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N89°16'40"E A DISTANCE OF 958.42 FEET TO A CONCRETE MONUMENT; THENCE RUN N0°19'57"W A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN S89°16'40"W A DISTANCE OF 958.42 FEET TO A POINT ALSO BEING THE EASTERLY RIGHT-OF-WAY OF PLANTATION ROAD; THENCE RUN SOUTH A DISTANCE OF 5.00 FEET TO A POINT AND BEING THE POINT OF BEGINNING; SAID PARCEL CONTAINS 0.11 ACRES OF LAND, MORE OR LESS. ALSO KNOWN AS PART OF LOT 10, PINE RANCH ESTATES, AS RECORDED IN O.R. BOOK 1600, PAGE 1338, AN UNRECORDED SUBDIVISION.

OR2028

PG2778



N.T.S.

1050

2635408

OR2063

PG1483

RELEASE

THIS RELEASE is made this 31st day of March, 1989 by GENE BARTHOLOMEW, JR. ("Bartholomew").

A. Bartholomew did under date of February 7, 1966 execute instrument entitled Deed of Restrictions (the "Deed of Restrictions") which instrument was recorded in Official Records 341, Page 443 through and including 445 of the Public Records of Lee County, Florida.

B. Paragraph 6 of the Deed of Restrictions did provide that Bartholomew "reserves the right to file a subsequent Deed of Restriction regulating the use to which the various lots of said described property can be used."

C. Paragraph 8 of the Deed of Restrictions did provide as follows:

> "Easements for installation and maintenance of utilities and drainage facilities are reserved."

D. Joe O. McClure ("McClure") is the fee simple owner of a portion of the property described in the Deed of Restrictions, Exhibit"A" attached (the Exhibit "A" Property).

E. McClure has requested that Bartholomew execute and deliver this Release and Bartholomew is willing to deliver and execute this Release.

NOW, THEREFORE, in consideration of the premises, $10.00 and other good and valuable considerations in hand paid by McClure to Bartholomew receipt is hereby acknowledged, it is agreed:

1. The Background is incorporated herein and by this reference made a part hereof.

2. Bartholomew does hereby release and forever relinquish as to Exhibit "A" Property all rights heretofore reserved to file a subsequent Deed of Restriction as set forth and provided in Paragraph 6 of the Deed of Restrictions.

3. Bartholomew does hereby vacate, make void, release and forever relinquish as to Exhibit "A" Property all easements heretofore reserved in Paragraph 8 of the Deed of Restrictions.

IN WITNESS WHEREOF, Gene Bartholomew, Jr. has executed this instrument the day and year first above written.

Witnesses:

William P. Bartholomew
As to Bartholomew

Gene Bartholomew

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of April, 1989 by Gene Bartholomew.

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: SEPT. 15, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

My Commission Expires

Notary Public

THIS INSTRUMENT PREPARED BY:
CHUCK HAWKINS II
2157 HENDRY BLVD.
FT. MYERS, FL. 33901

EXHIBIT "A"

PARCEL ONE:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00°19'57" W, a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

PARCEL TWO:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, describes as follows:

From the North Quarter corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point, thence N 0°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet.
EXCEPTING THEREFROM the West 30 feet and the South 30 feet of this land which is reserved for the use of a pubic right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

OR2069 PG1484

CHARLIE GREEN LEE CTY FL
89 APR 19 AM 11:37

1050
.55

OR2068 PG1489

MINERAL INTEREST
QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 3rd day of April 1988,
by

A. W. D. HARRIS, Individually
and as Trustee

2646140

(the "GRANTOR"), to

NEW COVENANT FELLOWSHIP, INC.

a Florida corporation not-for-profit whose post office address is Post Office Box 7259, Fort Myers, Florida 33911 (the "GRANTEE");

WITNESSETH, That the Grantor, for TEN DOLLARS and other good and valuable consideration in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim to the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to one-quarter (¼) of the oil, gas and other mineral rights by reason of the reservation contained in a deed executed and delivered by A. W. D. HARRIS, joined by his wife, FRANCES HARRIS, to GENE BARTHOLOMEW, JR., dated February 10, 1965 and recorded in OR Book 286 at page 428 of the Public Records of Lee County, Florida and the reservation contained in a deed, later given to correct the former deed, executed and delivered by A. W. D. HARRIS, both Individually and as Trustee, joined by his wife, FRANCES HARRIS, to GENE BARTHOLOMEW, JR., dated June 21, 1972 and recorded in OR Book 834 at page 72 of the Public Records of that County, with respect to the following described lot, piece or parcel of land, situated, lying and being in the County of LEE State of Florida to-wit:

PARCEL ONE

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00°19'57" W, a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

and,

PARCEL TWO

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, describes as follows:

From the North Quarter corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point, thence N 0°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet. EXCEPTING THEREFROM the West 30 feet and the South 30 feet of this land which is reserved for the use of a pubic right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY [illegible], D.C.

Documentary Tax Pd. $ .55
$ _____ Intangible Tax Pd
CHARLIE GREEN, CLERK, LEE COUNTY
By _____ Deputy Clerk

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

IN WITNESS WHEREOF, The Grantor has signed and sealed these presents the day and year first above written.

Witnesses:

Frances H. Bredow

Betty Herring

A W D Harris /S/
A. W. D. HARRIS, Individually and as Trustee

STATE OF FLORIDA)
)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, A. W. D. HARRIS, Individually and as Trustee, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, County of Lee, and State of Florida, this 7th day of March, A.D., 1989.

Frances H. Bredow
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 22, 1989
Bonded Thru Troy Fain-Insurance, Inc.

THIS INSTRUMENT WAS PREPARED BY:

James C. Johnston, Esq.
1705 Colonial Boulevard, Suite C-2
Fort Myers, Florida 33907

WITHOUT OPINION OF TITLE

CHARLIE GREEN LEE CTY FL
89 MAY -8 PM 4:21

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

3052731

NOTICE OF DEVELOPMENT ORDER

In accordance with the Lee County Development Standards Ordinance, Number 86-27, a Final Development Order has been approved and issued for the following described parcel:

STRAP NUMBER: 07-45-25-00-00003.0430

PROJECT NAME (if applicable): New Covenant Fellowship Church

FINAL DEVELOPMENT ORDER NUMBER: 11-8-90

LEGAL DESCRIPTION: (see below)

EXHIBIT "A"

PARCEL ONE:

A lot or parcel of land lying and being in Section 7, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

From the North quarter (1/4) corner of Section 7, Township 45 South, Range 25 East, run South 3,600.00 feet to a point and the place of beginning; thence continue South 450.00 feet to a point, thence N 89°26'40" E a distance of 985.98 feet to a concrete monument, passing through a concrete monument at 30.00 feet, thence N 00°19'57" W, a distance of 449.98 feet to a concrete monument; thence S 89°26'40" W, a distance of 983.37 feet to the place of beginning. Passing through a concrete monument at 953.37 feet and containing 10.17 acres of land. EXCEPTING therefrom the West 30 feet of this land which is reserved for the use of public right-of-way, also known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

PARCEL TWO:

A tract or parcel of land lying in part of Section 7, Township 45 South, Range 25 East, describes as follows:

From the North Quarter corner of Section 7, Township 45 South, Range 25 East, thence South 4,050.00 feet to the point and the principal place of beginning, thence continuing South a distance of 418.17 feet to a point, thence N 89°16'40" E a distance of 988.42 feet to a point, thence N 0°19'57" W a distance of 415.33 feet to a concrete monument, passing through a concrete monument at 30.00 feet thence S 89°26'40" W a distance of 985.98 feet to the place of beginning passing through a concrete monument at 955.98 feet.
EXCEPTING THEREFROM the West 30 feet and the South 30 feet of this land which is reserved for the use of a pubic right-of-way, also known as Lot 10, PINE RANCH ESTATES, an unrecorded subdivision.

The purpose of this instrument is to serve notice that any improvement to land including, but not limited to, grading, drainage, construction of buildings or structures, or division into smaller parcels shall be done in accordance with the Final Development Order.

Content of the Final Development Order is on file with the Department of Community Development.

OR2233 PG1687

91 DEC 11 PM 3:44

CHARLIE GREEN LEE CTY FL

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

24.00
70

THIS DOCUMENT WAS PREPARED BY
LEE COUNTY UTILITIES
1500 MONROE STREET
FORT MYERS, FL 33901 4425302

11.7

OR2982 PG1843

PERPETUAL UTILITY EASEMENT GRANT
AND
INDEMNITY AGREEMENT

Documentary Tax Pd. $ .70
$ _____ Intangible Tax Pd.
CHARLIE GREEN, CLERK OF COURT
By Mary Jo Robinson Deputy Clerk

THIS INDENTURE, made and entered into this 2nd day of June, 19 98, between New Covenant Fellowship Ministries, Inc., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as GRANTEE.

RECORDED BY
MARY JO ROBINSON

WITNESSETH:

1. For and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grants and transfers to the GRANTEE, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a water distribution system, together with, but not limited to, all necessary service connections, valves, fire hydrants, and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or facilities.

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water mains for providing water service to this and any adjacent properties. The total area of this public utility easement is to be reserved for utility lines, mains, or facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures shall not be constructed upon or placed in this easement, at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to the utilities constructed hereunder shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful

right and power to sell and convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, shall indemnify and hold the GRANTEE harmless for any consequential damage to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which results from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities location within the above-described easement.

7. GRANTEE shall indemnify, save harmless and defend GRANTOR(S) against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of GRANTEE, its agents, consultants, employees or contractors in the execution of any work performed pursuant to this same, and agrees to assume any related costs.

8. GRANTEE shall have a reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon, as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored, by GRANTEE, to the condition in which it existed prior to the damage.

9. By acceptance of this easement, the County assumes no responsibility for ownership or maintenance of roads. The easement is for utility purposes only.

10. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

1st Witness AYOUB R. AL-BAHOU

2nd Witness AHMAD R. KAREH

David Sturman, GRANTOR

Title: Secretary, New Covenant Fellowship Ministries, Inc.
D.B.A. Life Church

7/1/96

11-11

OR2982 PG1845

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 11th day of May, 19 98 by David Sturman
(Print or Type Name)
who has produced N/A
(Type Of Identification and Number)
as identification, and who (did) (did not) take an oath.

Judy P. Sholtis
Notary Public Signature

Judy P. Sholtis
Printed Name of Notary Public

03-15-2002
Notary Commission Number

JUDY P. SHOLTIS
MY COMMISSION # CC 724266
EXPIRES: March 15, 2002
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Approved As To Form:

Office of County Attorney

OR2982 PG1846

"20' WIDE WATER MAIN EASEMENT"

LEGAL DESCRIPTION:

A PARCEL OR TRACT OF LAND LYING IN SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING A PART OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL BOOK 2063, PAGE 4485 OF THE OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER (N 1/4) CORNER OF SAID SECTION 7; THENCE RUN SOUTH ALONG THE QUARTER SECTION LINE FOR 3,600.52 FEET (3,600.00 FEET DEED); THENCE RUN N 89° 26' 52" E FOR 30.54 FEET (30.00 FEET DEED) TO A CONCRETE MONUMENT ON THE EAST LINE OF THE WEST 30 FEET OF LANDS DESCRIBED IN SAID DEED; THENCE RUN S 00° 00' 21" W ALONG SAID EAST LINE OF THE WEST 30 FEET OF LANDS DESCRIBED IN SAID DEED, FOR 144.99 FEET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LANDS; THENCE CONTINUE S 00° 00' 21" W ALONG SAID EAST LINE OF THE WEST 30 FEET OF LANDS DESCRIBED IN SAID DEED, FOR 20.00 FEET;
THENCE RUN S 89° 59' 39" E FOR 232.00 FEET;
THENCE RUN S 00° 00' 21" W FOR 195.00 FEET;
THENCE RUN S 89° 59' 39" E FOR 30.00 FEET;
THENCE RUN N 00° 00' 21" E FOR 20.00 FEET;
THENCE RUN N 89° 59' 39" W FOR 10.00 FEET;
THENCE RUN N 00° 00' 21" E FOR 254.05 FEET;
THENCE RUN S 89° 59' 39" E FOR 10.00 FEET;
THENCE RUN N 00° 00' 21" E FOR 20.00 FEET;
THENCE RUN N 89° 59' 39" W FOR 30.00 FEET;
THENCE RUN S 00° 00' 21" W FOR 79.05 FEET;
THENCE RUN N 89° 59' 39" W FOR 232.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 10,921 SQUARE FEET MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, OWNERSHIP, AND RIGHT-OF-WAYS OF RECORD, IF ANY.

ALSO BEING A PART OF LANDS KNOWN AS LOT 9, PINE RANCH ESTATES, AN UNRECORDED SUBDIVISION.

Exhibit A

Jobs/97-03/lgl description 5-13-98

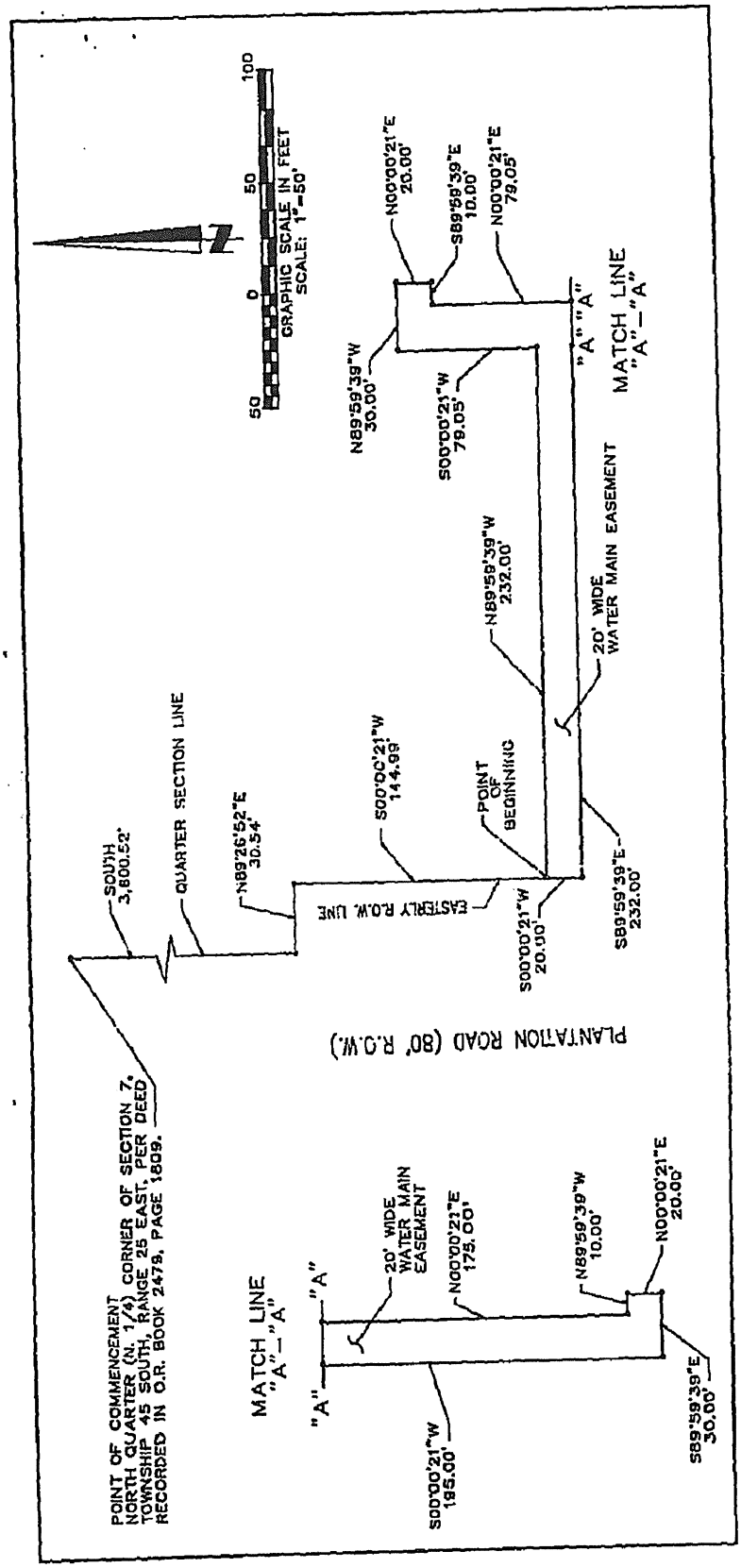


Exhibit A

93 JUL -7 AM 11:51
CHARLIE GREEN CLERK
LEE COUNTY, FL

ORB 2982 PG 1814

10.502

NOTICE OF DEVELOPMENT ORDER APPROVAL

4437509

(Clerk of Court use only)

OR 2990 PG 1755

In accordance with Chapter 10 of the Lee County Land Development Code, a Development Order 97-06-032.00D, has been approved and issued to New Covenant Fellowship, Inc., for the following property in Lee County, Florida:

(See Attachments)

RECORDED BY
TRENT VOGES, D.C

[For reference only]
Current Project Name: Life Church
Current Applicable Strap Numbers:

07-45-25-00-00003.009A

This document is recorded to serve notice that any improvement to land, including but not limited to grading drainage, construction of buildings or structures, or division of the property described above into smaller parcels shall be done in accordance with the above referenced Development Order. Improvements to the land described above has been approved in the Development Order.

ANY SALE OR PURCHASE OF ANY PORTION OF THE LAND SUBJECT TO THIS DEVELOPMENT ORDER MAY TRIGGER THE NEED FOR A NEW DEVELOPMENT ORDER, EXEMPTION, OR SUBDIVISION PLAT BEFORE ANY BUILDING PERMITS, OCCUPANCY PERMITS, OR OTHER APPROVALS MAY BE GRANTED.

CAUTION: The Approved Development Order is not an approved subdivision plat and should not be construed as such. The sale and purchase of land subject to this Development Order should contain a legal description other than mere reference to the Development Order. A separate subdivision plat may also be recorded in the public records of Lee County. The contents of the approved Development Order are on file with the Lee County Development Services Division.

Director, Development Services Division or Designee

H:\CASES\1997\06032000\LOLDO.FRM

(Clerk of Court use only)

OR2990 Pg1756

PARCEL "A"

A parcel of land lying in Section 7, Township 45 South, Range 25 East, Lee County, Florida, being a part of lands described in deed recorded in Official Record Book 3063, page 4485 of the Official Records of said county, described as follows:

Commence at the north quarter (1/4) corner of said Section 7; thence South along the quarter section line for 3600.52 feet (3600.00 feet deed); thence N 89°26'52"E for 30.54 feet (30.00 feet deed) to a concrete monument on the east line of the west 30 feet of lands described in said deed and the Point of Beginning of the herein described parcel; thence S 00°00'21"W along said east line of the west 30 feet of lands described in said deed, for 430.00 feet; thence N 89°26'39"E for 599.71 feet; thence N 00°00'21"E for 429.97 feet to the north line of lands described in said deed; thence S 89°26'52"W along said north line for 599.71 feet to the Point of Beginning of the herein described parcel.

Containing 5.92 acres.

Also being a part of lands known as Lot 9, PINE RANCH ESTATES, an unrecorded subdivision.

Bearings are based on said quarter section line being South.

98 JUL 23 PM 12:48
...E GREEN CLERK
...COUNTY, FL

INST # 5888609 Official Records BK 03828 PG 3385 RECORDED 01/22/2003 08:28:21 AM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK L Parent

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this 14th day of January, 2003, by and between NEW COVENANT FELLOWSHIP MINISTRIES, INC., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of his public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures shall not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents shall remain in the GRANTEE, GRANTEE'S successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, shall indemnify and hold the GRANTEE harmless for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities location within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

8. GRANTEE shall have reasonable right of access across GRANTOR'S property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR'S property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of roads. The easement is strictly for utility purposes.

10. This easement shall be binding upon the parties hereto, their successors and assigns.

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Official Records BK 03828 PG 3366

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

1st Witness

2nd Witness

New Covenant Fellowship Ministries, Inc.
A Florida Corporation

By: _____
Signature

President
Title (print)

APPROVED AS TO FORM:
Office of the County Attorney

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 21st day of JANUARY, 2002, by RYAN DEATON
(Print or Type Name)

who is personally known to me
(Type of Identification and Number)

as identification, and who (did) (did not) take an oath.

Notary Public Signature

VANCE PAUL SCOGGINS
Printed Name of Notary Public

CC 829399
Notary Commission Number

(Notary Seal)

VANCE PAUL SCOGGINS
MY COMMISSION # CC 829399
EXPIRES: Apr 25, 2003
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

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Official Records BK 03828 PG 3367

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

Banks Engineering, Inc.
Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

(PUBLIC UTILITY EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PLANTATION ROAD (60 FEET WIDE) AND A POINT COMMON TO THE NORTH AND SOUTH LINE OF LOTS 8 AND 9, PINE RANCH ESTATES (UNRECORDED); THENCE N.89°26'40"E. ALONG SAID NORTH AND SOUTH LINE FOR 20.06 FEET; THENCE S.17°50'50"W. FOR 65.46 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID PLANTATION ROAD; THENCE N.00°00'00"E. ALONG SAID EAST LINE FOR 62.11 FEET TO THE **POINT OF BEGINNING.**

PARCEL CONTAINS 623.02 SQUARE FEET MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

SUBJECT TO FACTS THAT MAY BE REVEALED BY AN ACCURATE BOUNDARY SURVEY.

BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 8, PINE RANCH ESTATES (UNRECORDED) AS BEARING N.89°26'40"E.

DESCRIPTION PREPARED 01-15-02

S:\Jobs\1xx\1407\SURVEYING\DESCRIPTIONS\1407_SEWER_ESMT.doc
S:\Jobs\1xx\1407\SURVEYING\DESCRIPTIONS\1407_SEWER_ESMT.dwg

SHEET 1 OF 2

10511 Six Mile Cypress Pkwy, Suite 101, Ft Myers, Florida 333912 • (941) 939-5490 • Fax (941) 939-2923

Official Records BK 03828 PG 3368

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

SKETCH OF DESCRIPTION

OF

A TRACT OR PARCEL OF LAND LYING IN
SECTION 7, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
(PUBLIC UTILITY EASEMENT)

Official Records BK 03828 PG 3369



1" = 20'

PLANTATION ROAD
(60' WIDE)

EAST RIGHT-OF-WAY LINE
PLANTATION ROAD

LOT 8
PINE RANCH ESTATES
(UNRECORDED)

POINT OF BEGINNING

N.89°26'40"E.
206'

NORTH LINE LOT 9
SOUTH LINE LOT 8

N.00°00'00"E. 62.11'

07-45-25-08-00000.0090

S.17°56'50"W. 65.46'

SUBJECT PARCEL
PARCEL CONTAINS
623.02 SQUARE FEET
MORE OR LESS

LOT 9
PINE RANCH ESTATES
(UNRECORDED)

NOTES:

1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

2.) BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 8, PINE RANCH ESTATES (UNRECORDED) AS BEARING N.89°26'40"E.

SEE SHEET 1 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

1-15-02

THOMAS R. LEHNERT, JR., P.S.M.
FLORIDA CERTIFICATION NO. 5541

- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\JOBS\14XX\1407\SURVEYING\DESCRIPTIONS\1407_SEWER_ESMT.DOC
S:\JOBS\14XX\1407\SURVEYING\DESCRIPTIONS\1407_SEWER_ESMT.DWG

PREPARED 01-15-02
SHEET 2 OF 2

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

SCANNED

PAID

INVOICE

Stewart Title Company

12800 University Drive, Suite 175, Fort Myers, FL 33907
239) 489-2324

BILL TO: New Covenant Fellowship Ministries
11735 Plantation road
Fort Myers, Florida 33966

Invoice Date: June 3, 2010

Invoice Number: 1005330

ATTN: Ryan Deaton

File No: 1005330

Loan Amount:
Sale Amount:

Buyer:

Seller: New Covenant Fellowship Ministries, INC.

PROPERTY LOCATION:

Acreage & Unrecorded; , Township , Range , Lee County, Florida

11735 Plantation Rd, Fort Myers, FL 33966

Invoice Details	
Description	**Amount**
Abstract or title search	$125.00
Invoice Total	$125.00

PLEASE MAKE CHECKS PAYABLE TO STEWART TITLE COMPANY

(1002)

SCANNED

Lee County Tax Collector
State of Florida
Cathy Curtis, Tax Collector

Real Property Information

New Search

Account	Tax Year	Status
07-45-25-08-00000.009A	2009	PAID
Original Account	**Book/Page**	
07-45-25-08-00000.009A	3085/1866	
Owner		
NEW COVENANT FELLOWSHIP MINISTRIES INC		
Physical Address	**Mailing Address**	
11735 PLANTATION RD FORT MYERS FL 33966	11735 PLANTATION RD FORT MYERS FL 33966 USA	
Legal Description		
FR N1/4 COR S 3600.52 FT E 30.54 FT TO POB DESC OR 2497/1810		
Outstanding Balance as of 6/1/2010		$0.00

District	047
Market Assessed Value	$4,181,470.00
Agricultural Exemption	$0.00
Assessed SOH Value	$3,588,050.00
Homestead Exemption	$0.00
Other Exemption	$0.00
Wholly Exemption	$3,588,050.00
Taxable Value	$0.00
Senior Exemption	$0.00
Historical Exemption	$0.00
Combined Tax & Assessment Amount	$514.03

Ad Valorem Taxes

Taxing Authority	Multiplier	Millage Rate	Taxes Levied
LEE COUNTY CAPITAL IMP	0.00	0.0005000	$0.00
LEE COUNTY GENERAL REVENUE	0.00	0.0036506	$0.00
LEE COUNTY LIBRARY FUND	0.00	0.0002844	$0.00
PUBLIC SCHOOL - BY LOCAL BOARD	0.00	0.0022480	$0.00
PUBLIC SCHOOL - BY STATE LAW	0.00	0.0052600	$0.00
LEE COUNTY ALL HAZARDS - MSTU	0.00	0.0000693	$0.00
LEE COUNTY UNINCORPORATED - MSTU	0.00	0.0008398	$0.00
SFL WATER MGMT-OKEECHOBEE LEVY	0.00	0.0002797	$0.00
SFL WATER MGMT-DISTRICT LEVY	0.00	0.0002549	$0.00
SFL WATER MGMT-EVERGLADE CONST	0.00	0.0000894	$0.00
LEE COUNTY HYACINTH CONTROL	0.00	0.0000277	$0.00

LEE COUNTY MOSQUITO CONTROL	0.00	0.0002132	$0.00
SOUTH TRAIL FIRE DISTRICT	0.00	0.0018760	$0.00
WEST COAST INLAND WATERWAY	0.00	0.0000394	$0.00

Non Ad Valorem Assessments

Taxing Authority	Rate	Basis	Taxes Levied
SOLID WASTE ASSESSMENT	1.0000	ACTL LEVY	$514.03

Nov 2009	Dec 2009	Jan 2010	Feb 2010	Mar 2010
$493.47	$498.61	$503.75	$508.89	$514.03

Additional Options:

- Tax Detail
- Payments Made
- All Unpaid Taxes
- Tax History
- Link to Property Appraiser's Tax Estimator

See also: Property Appraiser | City of Cape Coral | Clerk of Court

Copyright © 2009, Lee County Tax Collector's Office. All rights reserved. - View Site Policies - View Payment Policies

Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

Cecil L Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Trish Petrosky
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

January 21, 2026 Via E-Mail

Shelly Stalos
Quattrone & Associates, Inc
4301 Veronica Shoemaker Blvd.
Fort Myers, FL 33916

RE: **Potable Water and Wastewater Availability**
Life Church Expansion
11735 Plantation Rd, Fort Myers, FL 33966
STRAP # 07-45-25-08-00000.009A

To whom this may concern:

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

Your firm has indicated that this project will consist of a 900 student academic building, gymnasium and church addition, with an estimated flow demand of approximately 15,755 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

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

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

Prior to beginning design work on this project, please meet with LCU Staff to determine the best point of connection and discuss requirements for construction. This letter should not be construed as a commitment to serve, but only as to the availability of service. Lee County Utilities will commit to serve only upon receipt of all appropriate connection fees, a signed request for service and/or an executed service agreement, and the approval of all State and local regulatory agencies.

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

Sincerely,

Aixa Cruz

LEE COUNTY UTILITIES
Utilities Plan Reviewer
239-533-8531

New Life Church CFPD Use Schedule

Administrative Offices
Assisted Living Facilities
Caretakers Residence
Cultural Facilities
Day Care Center, Child, Adult
Entrance gates and gatehouse
Essential Services
Essential Service Facilities, Groups 1, 2 & 3
Excavation, Water Retention
Fences, Walls
Parks, 1 & 2
Parking Lot, Accessory
Place of Worship
Recreation Facilities, Private On-site, Groups III, IV & V
Religious Facilities
Schools, Non-commercial Other
Signs
Temporary Uses

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

LIFE CHURCH – 11735 PLANTATION ROAD

ENVIRONMENTAL ASSESSMENT REPORT

Lee County STRAP #: 07-45-25-08-00000.009A

April 2025

Prepared For:

Life Church – Nick Nameth
c/o: Quattrone & Associates - Jhonny Foronda
4301 Veronica Shoemaker Boulevard
Fort Myers, FL 33916
Phone: 239-936-5222
Email: jforonda@qainc.net

Prepared By:

BearPaws Environmental Consulting
1599 Covington Circle East
Phone: (239) 340-0678
Email: BearPaws.Env.Consulting@GMail.com

Introduction

An environmental assessment was conducted on the Life Church property, located at 11735 Plantation Road, on March 25, 2025. The 17.99± acre site is located in Section 7, Township 45S, and Range 25E, of Lee County, Florida. More specifically, the site is located immediately east of Plantation Road and north of Penzance Boulevard, and south of Idlewild Street, in Fort Myers, Florida. Please see the attached Project Location Map (Exhibit A).

The purpose of this assessment was to identify the potential for either U.S. Army Corps of Engineers (ACOE) Department of Environmental Protection (DEP), and/or South Florida Water Management District (SFWMD) jurisdictional wetlands. The site was also assessed to determine the potential of listed (endangered, threatened, etc.) species inhabiting the site that are regulated by the U.S. Fish & Wildlife Service (FWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

The project's surrounding land uses are a mixture of residential homes, commercial and industrial developments, undeveloped vacant land, and forested land. The survey was conducted throughout the day; the temperatures were in the low-mid 80's, with light breezes, and partly cloudy to mostly cloudy skies.

Background

The ACOE, DEP, and the SFWMD are the agencies that regulate development activities in wetlands. To be considered wetlands by the ACOE, DEP, and/or SFWMD, the area should exhibit wetland hydrology, contain wetland vegetation, and have hydric soils. For an area to be considered wetlands, a site should have hydric soils, wetland hydrology, and wetland vegetation present. The property was reviewed for indicators of these parameters.

Hydric soils are identified by certain characteristics that are unique to wetland soils. Wetland hydrology is normally present if the soil is saturated or inundated for a period of time; typically, from May through November; the rainy season in Southwest Florida. In the absence of visual signs of saturation or inundation, the regulatory agencies typically use hydrologic indicators such as adventitious rooting, lichen lines, or algal matting as method of guidance. If most of the shrubs/plants that are present are those that are adapted to saturated soil conditions, it's likely wetland vegetation.

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Existing Site Conditions

Boundary – The project boundary was obtained from the Lee County parcel data and is assumed to be approximately 17.99± acres.

Soils - The soils on the property have been mapped by the National Resource Conservation Service (NRCS, formerly the Soil Conservation Service). These mappings are general in nature but can provide a certain level of information about the site as to the possible extent of wetland area. The agencies commonly use these mappings as justification for certain wetland/upland determinations. According to these mappings, the parcel is underlain by Cypress Lake fine sand – urban land complex (NRCS #102; hydric) and Pineda fine sand, limestone substratum – urban land complex (NRCS #147; hydric) soils. Both Cypress Lake fine sand – urban land complex and Pineda fine sand, limestone substratum – urban land complex soils are considered non-hydric at both the local and national levels. Please see the attached NRCS Soils Map (Exhibit D).

Vegetation Descriptions – Vegetation is one parameter used in determining the presence of uplands or wetlands; these community mappings will generally reflect what a specific area could be considered by the regulatory agencies. We identified approximately 8.86± acres of wetlands during the initial site assessment.

While on-site, generalized community delineations are hand-drawn on an aerial defining the different vegetation associations on-site. These general delineations were based on the nomenclature of the Florida Land Use, Cover and Forms Classification System (FLUCFCS), Level III and IV (FDOT 1999). Please see the attached FLUCFCS Map with Aerial (Exhibit B) and FLUCFCS Map without Aerial (Exhibit C). Listed below are the vegetation communities and land-uses identified on the site.

FLUCFCS Codes & Community Descriptions

Uplands
The following community areas have been designated as upland habitats. Uplands are any area that does not qualify as a wetland because the associated hydrologic regime is not sufficiently wet enough to elicit development of vegetation, soils, and/or hydrologic characteristics associated with wetlands.

FLUCFCS 172 Church – 5.77± Acres

This upland community type occupies approximately 5.77± acres of the site. This community contains a religious facility known as Life Church and includes the main building, an associated parking lot, various landscaping, and a surface water management system with dry detention behind the church building. This community would be considered uplands by regulatory agencies.

FLUCFCS 211 Improved Pasture – 0.11± Acres

This upland community type occupies approximately 0.11± acres. The canopy and sub-canopy is mostly open. The ground cover is dominated by bahia grass *(Paspalum notatum)* with rosy camphorweed (*Pluchea rosea*), dog fennel (*Eupatorium capillifolium*), ragweed (*Ambrosia trifida*), dollarweed (*Hydrocotyle umbellata*), caesar weed (*Urena lobata*), hairy beggar-ticks (*Bidens alba*), smutgrass (*Sporobolus sp.*), false buttonweed (*Spermacoce verticillata*), three-awn grass (*Aristida purpurea*), flattop goldenrod *(Euthamia caroliniana),* and other various opportunistic weedy species. Commonly observed vines include greenbriar (*Smilax sp.)* and grapevine (*Vitis rotundifolia).* This community would be considered uplands by regulatory agencies.

FLUCFCS 420 E4 Mixed Upland Forest (Exotics > 75%) – 3.25± Acres

This upland community type occupies approximately 3.25± acres of the property. The canopy contains slash pine (*Pinus elliottii*), melaleuca *(Melaleuca quinquenervia),* live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia*), earleaf acacia (*Acacia auriculiformis*), and java plum (*Syzygium cumini*) with widely scattered cypress (*Taxodium distichum*). The sub-canopy contains cabbage palm (*Sabal palmetto*) buckthorn (*Sideroxylon celastrinum*), wax myrtle *(Myrica cerifera)*, and myrsine (*Rapanea guinensis*), and Brazilian pepper (*Schinus terebinthifolius*). The ground cover includes scattered saw palmetto (*Serenoa repens*), with coco plum *(Chrysobalanus icaco),* dog fennel (*Eupatorium capillifolium*), caesar weed (*Urena lobata*), false buttonweed *(Spermacoce verticillata),* and other various opportunistic weedy species. Commonly observed vines include grapevine (*Vitis rotundifolia*), poison ivy (*Toxicodendron radicans*), greenbriar (*Smilax sp.)*, and creeping oxeye *(Sphagneticola trilobata)*. This community would be considered uplands by the regulatory agencies. This community would be considered uplands by the regulatory agencies.

Wetlands

The following community areas have been designated as wetland habitats. Wetlands are any areas that under normal circumstances have hydrophytic vegetation, hydric soils, and wetland hydrology.

FLUCFCS 211H Hydric Improved Pasture – 8.86± Acres

This wetland habitat type occupies approximately 8.86± acres. The canopy and sub-canopy is mostly open with widely scattered slash pine (*Pinus elliotti*), and melaleuca (*Melaleuca quinquenervia*). The sub-canopy contains cabbage palm (*Sabal palmetto*), with scattered Brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia peruviana*), wax myrtle (*Myrica cerifera*), and saltbush (*Baccharis halimifolia)*. The groundcover is dominated by bahia grass (*Paspalum notatum*), with spadeleaf (*Centella asiatica*), tickseed (*Coreopsis floridana*), rosy camphorweed (*Pluchea rosea*), dollarweed (*Hydrocotyle umbellata*), broomsedge (*Andropogon virginicus*), primrose willow (*Ludwigia peruviana*), yellow-eyed grass (*Xyris floridana*), torpedo grass (*Panicum repens),* spikerush (*Eleocharis interstincta*), white-top sedge (*Rhynchospora colorata*), water hyssop (*Bacopa monnieri*), smart weed (*Polygonum hydropiperoides*), asiatic pennywort (*Centella asiatica*), and bahia grass (*Paspalum notatum*), with various other opportunistic weedy species. Commonly observed vines include greenbriar (*Smilax sp.)* and peppervine (*Ampelopsis arborea*). This community does contain some transitional wetland vegetation, advantageous rooting, water line staining, and algal matting, as well as other signs in this community that would be classified as wetlands; therefore, this community would be considered wetlands by the regulatory agencies.

Table 1. FLUCFCS Community Table

FLUCFCS Code	Community Description	Habitat Type	Acres
172	Church	Upland	5.77± Ac.
211	Improved Pasture	Upland	0.11± Ac.
211H	Hydric Improved Pasture	Wetland	8.86± Ac.
420 E4	Mixed Upland Forest (Exotics > 75%)	Upland	3.25± Ac.
Total			**3.25± Ac.**

Potential Listed Species

A formal protected species survey has not been conducted on the site at this time; however, during the initial field survey, no protected species or signs thereof were observed. There were a few stick nests observed in some of the melaleuca (*Melaleuca quinquenervia*) trees, but they are believed to belong to that of the numerous eastern gray squirrels (*Sciurus carlinensis*) observed while on-site. There were several burrows, believed to belong to that of the eastern nine-banded armadillo (*Dasypus novemcinctus*), that were identified, but not flagged in the field; there was no evidence indicating that gopher tortoise (*Gopherus polyphemus*) would be utilizing these burrows.

Some of the community descriptions, background information, and listed species information, included below, were obtained from previous reports and updated including the results from this preliminary site assessment. The list below includes species that are typically found on-site or potentially utilize the site for foraging.

Florida Bonneted Bat (*Eumops floridanus*)
The property is located within the USFWS consultation area for the Florida bonneted bat (*Eumops floridanus*) (FBB). The property does contain potential FBB roosting and foraging habitat. If impacts to FBB roosting or foraging habitat are proposed, consultation with the FWCC and/or the USFWS may be required. The FBB is a state and federally listed endangered species. There were no species observed during this preliminary assessment.

Florida Black Bear (*Ursus americanus floridanus*)
Black Bears inhabit thickets and vine-choked bays, swamps, and forests in Florida. These areas usually include dense cover that is considered nearly impenetrable. Suitable habitat on the project site includes forested uplands and wetlands on-site. These habitats are contiguous with similar suitable habitat that provides a corridor to Big Cypress. There were no species observed during this preliminary assessment.

Big Cypress Fox Squirrel (*Sciurus niger avicennia*)
Big cypress Fox squirrels occur in open pinelands, cypress strands and coastal broadleaf tropical hammocks. It appears to be most abundant in mature pinelands having an open understory relatively free of brush and palmetto. The forested uplands, as well as shrub and forested wetland communities provide suitable habitat for this species. There were no species observed during this preliminary assessment.

Bald Eagle (*Haliaeetus leucocephalus*)
Bald Eagles are usually found near riparian habitats, nesting in the proximity of water bodies where they feed along the shore or over open water. Some pairs nest far from open water on tree islands, in marshes, or in dry prairies with small marshes and ponds. A few marginally suitable nesting areas are present on this property. Good feeding habitat is available within the larger borrow lakes. There were no species observed during this preliminary assessment.

Wading Birds
Little blue herons (*Egretta caerulea*), tri-colored herons (*Egretta tricolor*), snowy egrets (*Egretta thula*), black crowned night herons (*Nycticorax nycticorax*), great blue herons (*Ardea herodias*), white ibis (*Eudocimus albus*), as well as the unlisted herons and egrets, have similar biological requirements. They occur in shallow freshwater, brackish and saltwater habitats. Nesting is usually in colonies located in woody shrubs associated with aquatic habitats. Feeding takes place in mixed flocks in shallow marshes, on edges of swamps or ponds, in flooded ditches and/or along stream banks. Little blue herons, tri-colored herons, and snowy egrets were observed feeding in the hydric pasture areas, forested wetlands containing open water bodies, borrow areas, the hydric areas/ponds, and along the trail/roadside ditches. In addition, they were often observed perching in shrubs and trees surrounding the borrow areas. There was no evidence of nesting observed.

Mitigation Discussion

Generally, the ACOE and/or DEP does not regulate isolated wetlands or excavation in wetlands where there is only incidental fall back of fill material; the ACOE or DEP do not have jurisdiction over isolated wetlands. In making the determination on whether the wetlands are isolated, the ACOE and DEP considers if water leaves the site, (i.e. ditches) or whether the wetlands are completely contained on-site or extend off-site. If the wetlands extend off-site, they will more than likely assert jurisdiction. Currently, the ACOE and DEP position on most all wetlands is that one of them has jurisdiction; the ACOE regulates navigable waters whereas the DEP regulates both navigable waters and adjacent wetlands. However, the agencies would not make this determination until a Joint Environmental Resource Permit (ERP) and Dredge & Fill Permit (D&F) application is received.

The SFWMD does not require mitigation for impacts to isolated wetlands not used by listed (protected) species that are less than 0.50± acres in size. Impacts to wetlands greater than 0.50± acres or those utilized by protected species would require mitigation. With the ACOE and DEP, impacts to wetlands that are less than 0.50± acres, the activity can usually be processed as a Nationwide Permit application. For projects with greater than 0.50± acres of impacts, the application will be processed as an Individual Permit application. This involves a public notice process and coordination with other federal agencies such as the EPA and the FWS.

There are three steps that are required to be addressed when requesting an ERP permit with the SFWMD and/or the DEP for impacts to regulated wetlands:

1) Avoidance (i.e. can these wetland impacts be completely avoided)
2) Minimization (i.e. can the amount of wetland impact be reduced while maintaining a feasible project)
3) Mitigation (i.e. the loss of wetland function must be replaced)

It should be noted that avoidance and minimization must first be substantiated, before mitigation will be considered by the agencies. When wetlands are proposed to be impacted, the impacts cannot result in any loss of wetland function. In order to prevent net loss in wetland function, wetland mitigation must be provided. Mitigation is a way to off-set impacts to natural resources such as wetlands and may consist of wetland enhancement, wetland creation, wetland preservation, upland compensation, or off-site mitigation. Mitigation costs usually increase with the quantity of proposed impacts. The actual amount of mitigation required would be finalized during the Environmental Resource Permit review process with the SFWMD, ACOE, and DEP.

There are two main categories of wetland mitigation, on-site or off-site. On-site mitigation would include preserving a portion of the on-site wetlands, treating and removing the exotics, potentially providing supplemental plantings, and placing the preserve areas under a Conservation Easement. Preserve areas are required to be maintained in perpetuity. Off-site mitigation requires the purchase of wetland credits at an approved mitigation bank within the service area of the site.

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Summary

In general, this site does not contain much native, undisturbed community types in which protected species would typically inhabit. Due to the disturbed nature of the site, the surrounding land uses, and busy roadways, it is unlikely that this site supports or would provide habitat for protected species. A formal protected species survey would be required in order to confirm the presence or absence of protected species.

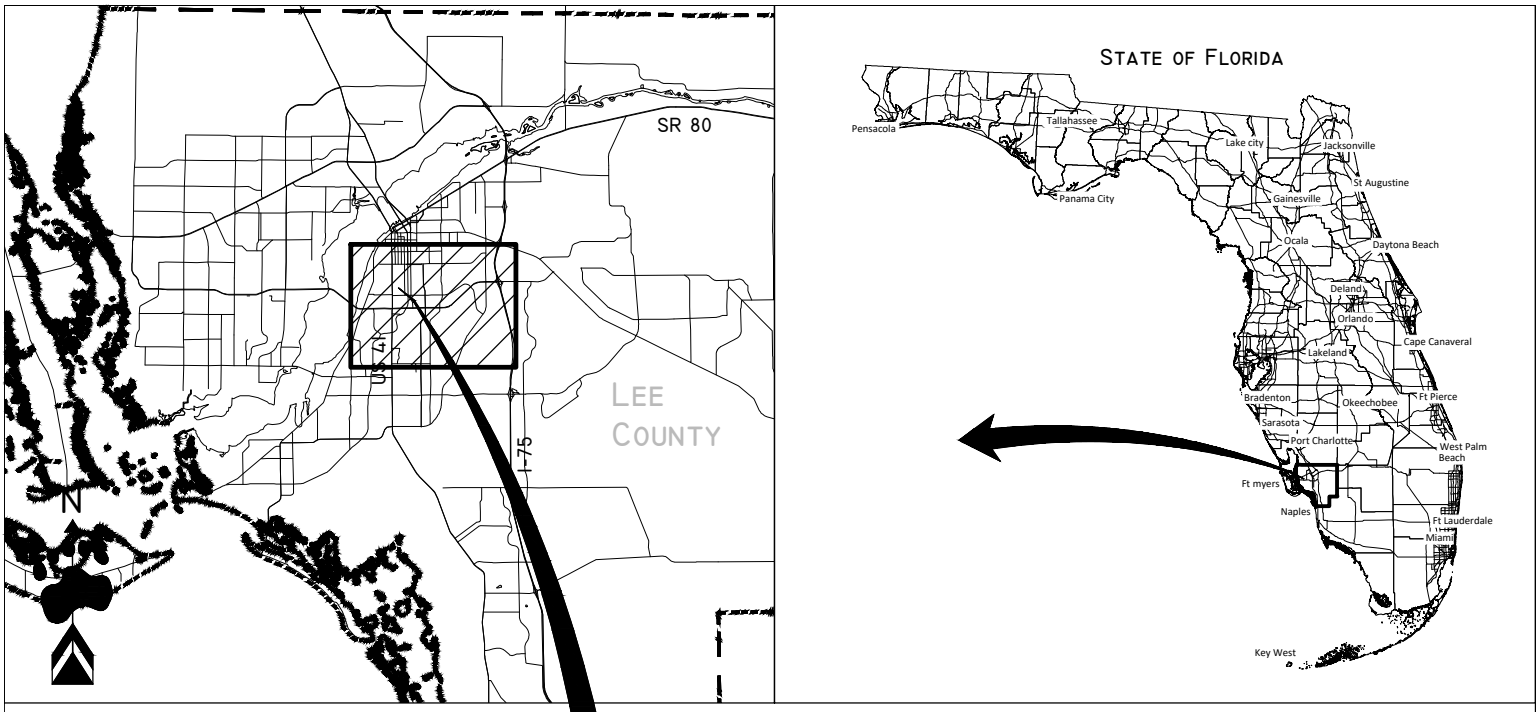
Community locations were drawn using non-rectified aerial images with approximate property boundaries; hence their location, aerial extent, and acreage is approximate. Before any detailed site planning, it is recommended that the wetland lines are flagged, surveyed by professional land surveyor, and approved by the regulatory agencies.

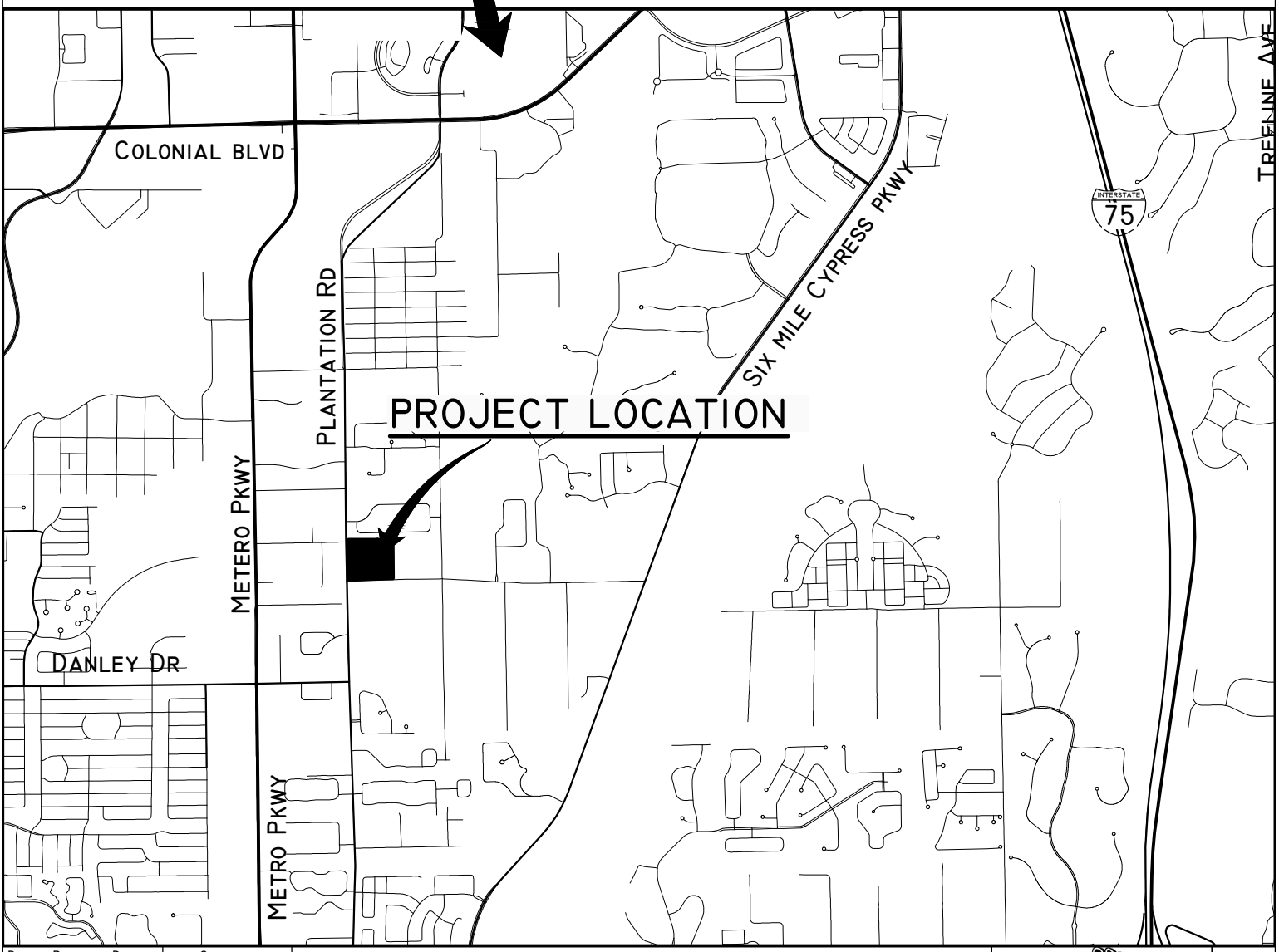
The determination of ecological system classifications, functions, values, and boundaries is an inexact science, and different individuals and agencies may reach different conclusions. The on-site conditions can vary throughout the year; therefore, the findings of this survey were based upon the site conditions at the time of the inspection. It is not possible for BearPaws Environmental Consulting to guarantee the outcome of such determinations; therefore, the conclusions of this report are preliminary in nature and would require a full review by the appropriate regulatory agencies.

The information contained and the work performed as part of this initial assessment, conforms to the standards and generally accepted practices in the environmental field, and was prepared substantially in accordance with then-current technical guidelines and criteria. The conclusions of this report represent the results of our analysis of the information provided by the client and their consultants, together with information gathered in the course of the study. No other guarantee, expressed or implied, is made.

EXHIBIT A

Project Location Map





DRAWN BY: BWS	DATE: 3/30/25	CATEGORY: LOCATION	
JOB NUMBER:		SCALE: NTS	
S/T/R: 7/45S/25E		COUNTY: LEE	

Life Church - 11735 Plantation Road

Location Map

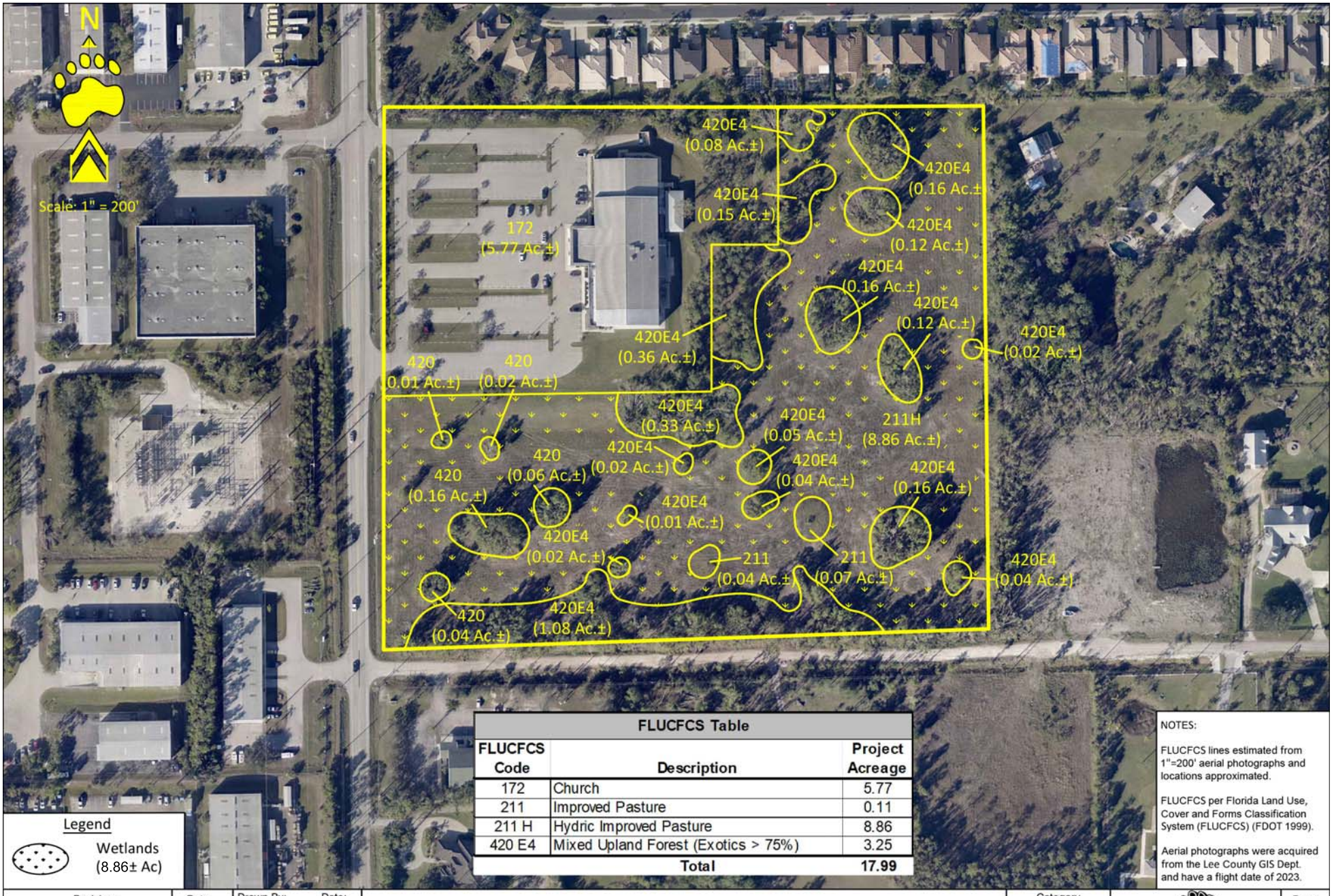
BEARPAWS ENVIRONMENTAL CONSULTING
1599 COVINGTON CIRCLE EAST, FORT MYERS, FL 33919
(239) 340-0678 BEARPAWS.ENV.CONSULTING@GMAIL.COM

PAGE

EXHIBIT

EXHIBIT B

FLUCFCS Map with Aerial



Legend

Wetlands (8.86± Ac)

FLUCFCS Table		
FLUCFCS Code	Description	Project Acreage
172	Church	5.77
211	Improved Pasture	0.11
211 H	Hydric Improved Pasture	8.86
420 E4	Mixed Upland Forest (Exotics > 75%)	3.25
	Total	17.99

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Aerial photographs were acquired from the Lee County GIS Dept. and have a flight date of 2023.

Revisions	Date:

Drawn By: BWS Date: 3/30/25

Job Number

S/T/R 7/45S/25E

Life Church - 11735 Plantation Road

Aerial FLUCFCS Map

Category: FLUCFCS

Scale: 1" = 200'

County: Lee

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(239) 340-0678 bearpaws.env.consulting@gmail.com

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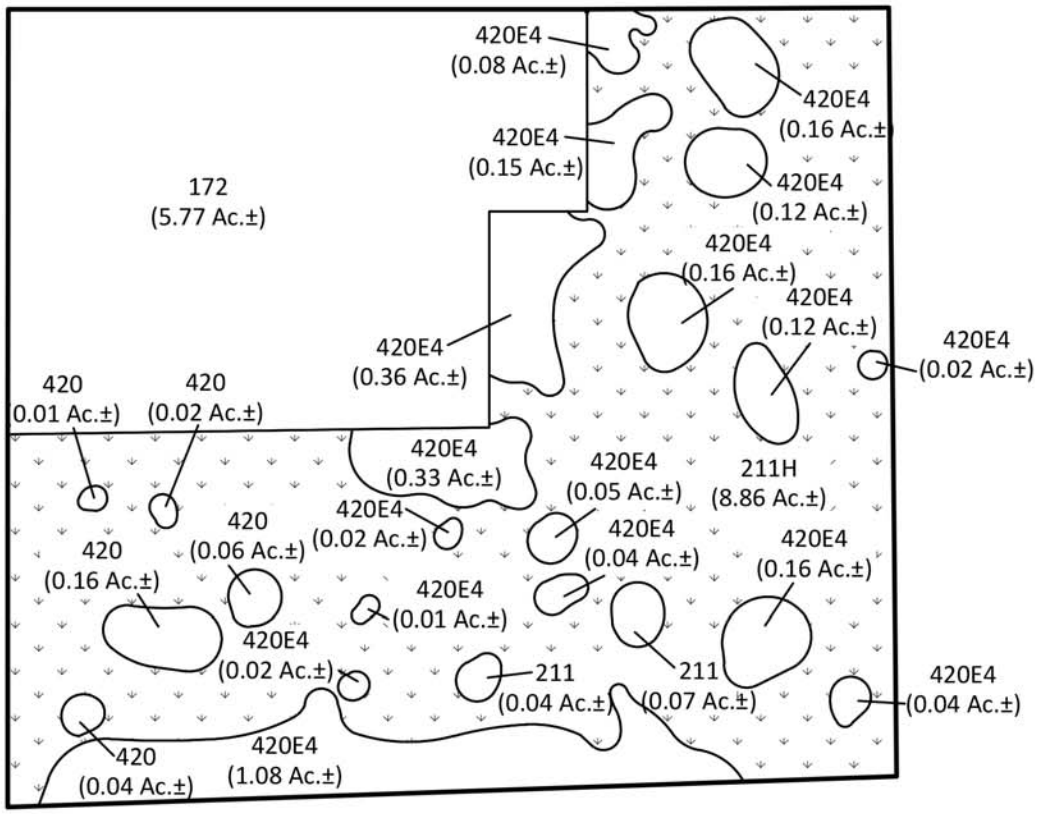
Exhibit -

EXHIBIT C

FLUCFCS Map

N

Scale: 1" = 200'



FLUCFCS Table		
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Legend

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Revisions	Date:	Drawn By: BWS	Date: 3/30/25	Life Church - 11735 Plantation Road	Category: FLUCFCS	Page: -
		Job Number		FLUCFCS Map	Scale: 1" = 200'	Exhibit: -
		S/T/R 7/45S/25E			County: Lee	

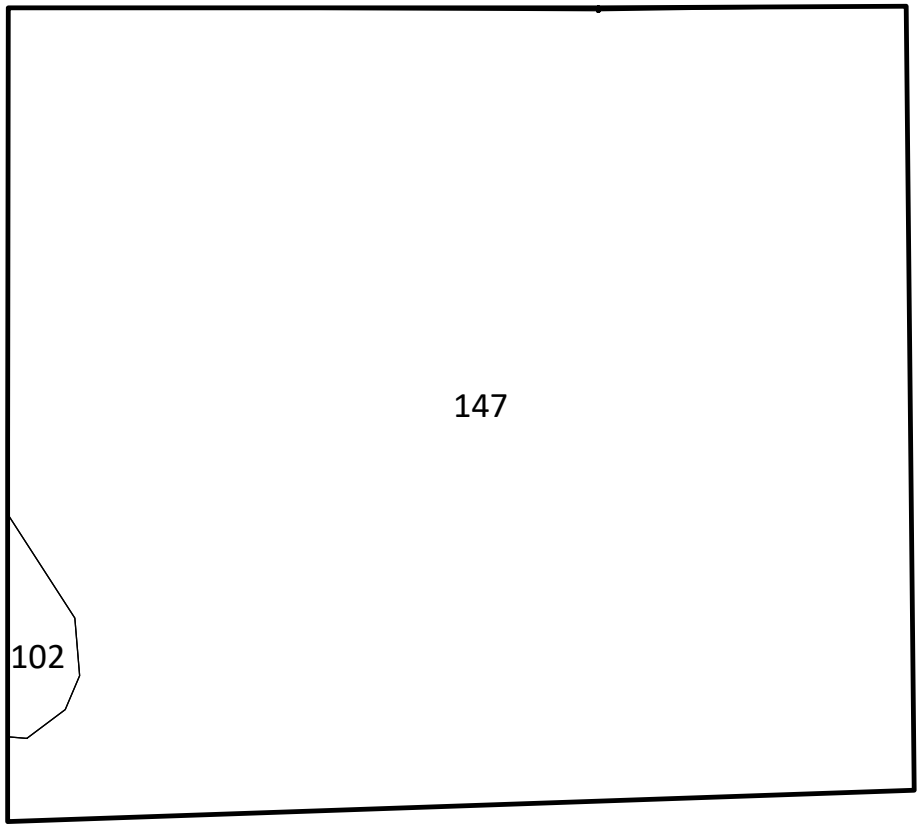
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1599 Covington Circle East Fort Myers, FL 33919
(239) 340-0678 bearpaws.env.consulting@gmail.com

EXHIBIT D

NRCS Soils Map

N

Scale: 1" = 200'



NRCS Soils Table		
Soils No.	Name	Hydric
102	Cypress Lake Fine Sand-Urban Land Complex, 0 To 2 Percent Slopes	Yes
147	Pineda Fine Sand, Limestone Substratum-Urban Land Complex, 0 To 2 Percent Slopes	Yes

NOTES

Soils were acquired from LABINS and are from the NRCS.

Revisions	Date:	Drawn By:	Date:	Life Church - 11735 Plantation Road	Category	Page
		BWS	3/30/25		Soils	-
		Job Number		Soils Map	Scale: 1" = 200'	Exhibit
		S/T/R 7/45S/25E			County Lee	-

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DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

LIFE CHURCH – 11735 PLANTATION ROAD

ENVIRONMENTAL ASSESSMENT REPORT

Lee County STRAP #: 07-45-25-08-00000.009A

April 2025

Prepared For:

Life Church – Nick Nameth
c/o: Quattrone & Associates - Jhonny Foronda
4301 Veronica Shoemaker Boulevard
Fort Myers, FL 33916
Phone: 239-936-5222
Email: jforonda@qainc.net

Prepared By:

BearPaws Environmental Consulting
1599 Covington Circle East
Phone: (239) 340-0678
Email: BearPaws.Env.Consulting@GMail.com

Introduction

An environmental assessment was conducted on the Life Church property, located at 11735 Plantation Road, on March 25, 2025. The 17.99± acre site is located in Section 7, Township 45S, and Range 25E, of Lee County, Florida. More specifically, the site is located immediately east of Plantation Road and north of Penzance Boulevard, and south of Idlewild Street, in Fort Myers, Florida. Please see the attached Project Location Map (Exhibit A).

The purpose of this assessment was to identify the potential for either U.S. Army Corps of Engineers (ACOE) Department of Environmental Protection (DEP), and/or South Florida Water Management District (SFWMD) jurisdictional wetlands. The site was also assessed to determine the potential of listed (endangered, threatened, etc.) species inhabiting the site that are regulated by the U.S. Fish & Wildlife Service (FWS) and the Florida Fish & Wildlife Conservation Commission (FWC).

The project's surrounding land uses are a mixture of residential homes, commercial and industrial developments, undeveloped vacant land, and forested land. The survey was conducted throughout the day; the temperatures were in the low-mid 80's, with light breezes, and partly cloudy to mostly cloudy skies.

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The ACOE, DEP, and the SFWMD are the agencies that regulate development activities in wetlands. To be considered wetlands by the ACOE, DEP, and/or SFWMD, the area should exhibit wetland hydrology, contain wetland vegetation, and have hydric soils. For an area to be considered wetlands, a site should have hydric soils, wetland hydrology, and wetland vegetation present. The property was reviewed for indicators of these parameters.

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Wetlands

The following community areas have been designated as wetland habitats. Wetlands are any areas that under normal circumstances have hydrophytic vegetation, hydric soils, and wetland hydrology.

FLUCFCS 211H Hydric Improved Pasture – 8.86± Acres

This wetland habitat type occupies approximately 8.86± acres. The canopy and sub-canopy is mostly open with widely scattered slash pine (*Pinus elliotti*), and melaleuca (*Melaleuca quinquenervia*). The sub-canopy contains cabbage palm (*Sabal palmetto*), with scattered Brazilian pepper (*Schinus terebinthifolius*), primrose willow (*Ludwigia peruviana*), wax myrtle (*Myrica cerifera*), and saltbush (*Baccharis halimifolia)*. The groundcover is dominated by bahia grass (*Paspalum notatum*), with spadeleaf (*Centella asiatica*), tickseed (*Coreopsis floridana*), rosy camphorweed (*Pluchea rosea*), dollarweed (*Hydrocotyle umbellata*), broomsedge (*Andropogon virginicus*), primrose willow (*Ludwigia peruviana*), yellow-eyed grass (*Xyris floridana*), torpedo grass (*Panicum repens),* spikerush (*Eleocharis interstincta*), white-top sedge (*Rhynchospora colorata*), water hyssop (*Bacopa monnieri*), smart weed (*Polygonum hydropiperoides*), asiatic pennywort (*Centella asiatica*), and bahia grass (*Paspalum notatum*), with various other opportunistic weedy species. Commonly observed vines include greenbriar (*Smilax sp.)* and peppervine (*Ampelopsis arborea*). This community does contain some transitional wetland vegetation, advantageous rooting, water line staining, and algal matting, as well as other signs in this community that would be classified as wetlands; therefore, this community would be considered wetlands by the regulatory agencies.

Table 1. FLUCFCS Community Table

FLUCFCS Code	Community Description	Habitat Type	Acres
172	Church	Upland	5.77± Ac.
211	Improved Pasture	Upland	0.11± Ac.
211H	Hydric Improved Pasture	Wetland	8.86± Ac.
420 E4	Mixed Upland Forest (Exotics > 75%)	Upland	3.25± Ac.
Total			**3.25± Ac.**

Potential Listed Species

A formal protected species survey has not been conducted on the site at this time; however, during the initial field survey, no protected species or signs thereof were observed. There were a few stick nests observed in some of the melaleuca (*Melaleuca quinquenervia*) trees, but they are believed to belong to that of the numerous eastern gray squirrels (*Sciurus carlinensis*) observed while on-site. There were several burrows, believed to belong to that of the eastern nine-banded armadillo (*Dasypus novemcinctus*), that were identified, but not flagged in the field; there was no evidence indicating that gopher tortoise (*Gopherus polyphemus*) would be utilizing these burrows.

Some of the community descriptions, background information, and listed species information, included below, were obtained from previous reports and updated including the results from this preliminary site assessment. The list below includes species that are typically found on-site or potentially utilize the site for foraging.

Florida Bonneted Bat (*Eumops floridanus*)
The property is located within the USFWS consultation area for the Florida bonneted bat (*Eumops floridanus*) (FBB). The property does contain potential FBB roosting and foraging habitat. If impacts to FBB roosting or foraging habitat are proposed, consultation with the FWCC and/or the USFWS may be required. The FBB is a state and federally listed endangered species. There were no species observed during this preliminary assessment.

Florida Black Bear (*Ursus americanus floridanus*)
Black Bears inhabit thickets and vine-choked bays, swamps, and forests in Florida. These areas usually include dense cover that is considered nearly impenetrable. Suitable habitat on the project site includes forested uplands and wetlands on-site. These habitats are contiguous with similar suitable habitat that provides a corridor to Big Cypress. There were no species observed during this preliminary assessment.

Big Cypress Fox Squirrel (*Sciurus niger avicennia*)
Big cypress Fox squirrels occur in open pinelands, cypress strands and coastal broadleaf tropical hammocks. It appears to be most abundant in mature pinelands having an open understory relatively free of brush and palmetto. The forested uplands, as well as shrub and forested wetland communities provide suitable habitat for this species. There were no species observed during this preliminary assessment.

Bald Eagle (*Haliaeetus leucocephalus*)
Bald Eagles are usually found near riparian habitats, nesting in the proximity of water bodies where they feed along the shore or over open water. Some pairs nest far from open water on tree islands, in marshes, or in dry prairies with small marshes and ponds. A few marginally suitable nesting areas are present on this property. Good feeding habitat is available within the larger borrow lakes. There were no species observed during this preliminary assessment.

Wading Birds
Little blue herons (*Egretta caerulea*), tri-colored herons (*Egretta tricolor*), snowy egrets (*Egretta thula*), black crowned night herons (*Nycticorax nycticorax*), great blue herons (*Ardea herodias*), white ibis (*Eudocimus albus*), as well as the unlisted herons and egrets, have similar biological requirements. They occur in shallow freshwater, brackish and saltwater habitats. Nesting is usually in colonies located in woody shrubs associated with aquatic habitats. Feeding takes place in mixed flocks in shallow marshes, on edges of swamps or ponds, in flooded ditches and/or along stream banks. Little blue herons, tri-colored herons, and snowy egrets were observed feeding in the hydric pasture areas, forested wetlands containing open water bodies, borrow areas, the hydric areas/ponds, and along the trail/roadside ditches. In addition, they were often observed perching in shrubs and trees surrounding the borrow areas. There was no evidence of nesting observed.

Mitigation Discussion

Generally, the ACOE and/or DEP does not regulate isolated wetlands or excavation in wetlands where there is only incidental fall back of fill material; the ACOE or DEP do not have jurisdiction over isolated wetlands. In making the determination on whether the wetlands are isolated, the ACOE and DEP considers if water leaves the site, (i.e. ditches) or whether the wetlands are completely contained on-site or extend off-site. If the wetlands extend off-site, they will more than likely assert jurisdiction. Currently, the ACOE and DEP position on most all wetlands is that one of them has jurisdiction; the ACOE regulates navigable waters whereas the DEP regulates both navigable waters and adjacent wetlands. However, the agencies would not make this determination until a Joint Environmental Resource Permit (ERP) and Dredge & Fill Permit (D&F) application is received.

The SFWMD does not require mitigation for impacts to isolated wetlands not used by listed (protected) species that are less than 0.50± acres in size. Impacts to wetlands greater than 0.50± acres or those utilized by protected species would require mitigation. With the ACOE and DEP, impacts to wetlands that are less than 0.50± acres, the activity can usually be processed as a Nationwide Permit application. For projects with greater than 0.50± acres of impacts, the application will be processed as an Individual Permit application. This involves a public notice process and coordination with other federal agencies such as the EPA and the FWS.

There are three steps that are required to be addressed when requesting an ERP permit with the SFWMD and/or the DEP for impacts to regulated wetlands:

1) Avoidance (i.e. can these wetland impacts be completely avoided)
2) Minimization (i.e. can the amount of wetland impact be reduced while maintaining a feasible project)
3) Mitigation (i.e. the loss of wetland function must be replaced)

It should be noted that avoidance and minimization must first be substantiated, before mitigation will be considered by the agencies. When wetlands are proposed to be impacted, the impacts cannot result in any loss of wetland function. In order to prevent net loss in wetland function, wetland mitigation must be provided. Mitigation is a way to off-set impacts to natural resources such as wetlands and may consist of wetland enhancement, wetland creation, wetland preservation, upland compensation, or off-site mitigation. Mitigation costs usually increase with the quantity of proposed impacts. The actual amount of mitigation required would be finalized during the Environmental Resource Permit review process with the SFWMD, ACOE, and DEP.

There are two main categories of wetland mitigation, on-site or off-site. On-site mitigation would include preserving a portion of the on-site wetlands, treating and removing the exotics, potentially providing supplemental plantings, and placing the preserve areas under a Conservation Easement. Preserve areas are required to be maintained in perpetuity. Off-site mitigation requires the purchase of wetland credits at an approved mitigation bank within the service area of the site.

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Summary

In general, this site does not contain much native, undisturbed community types in which protected species would typically inhabit. Due to the disturbed nature of the site, the surrounding land uses, and busy roadways, it is unlikely that this site supports or would provide habitat for protected species. A formal protected species survey would be required in order to confirm the presence or absence of protected species.

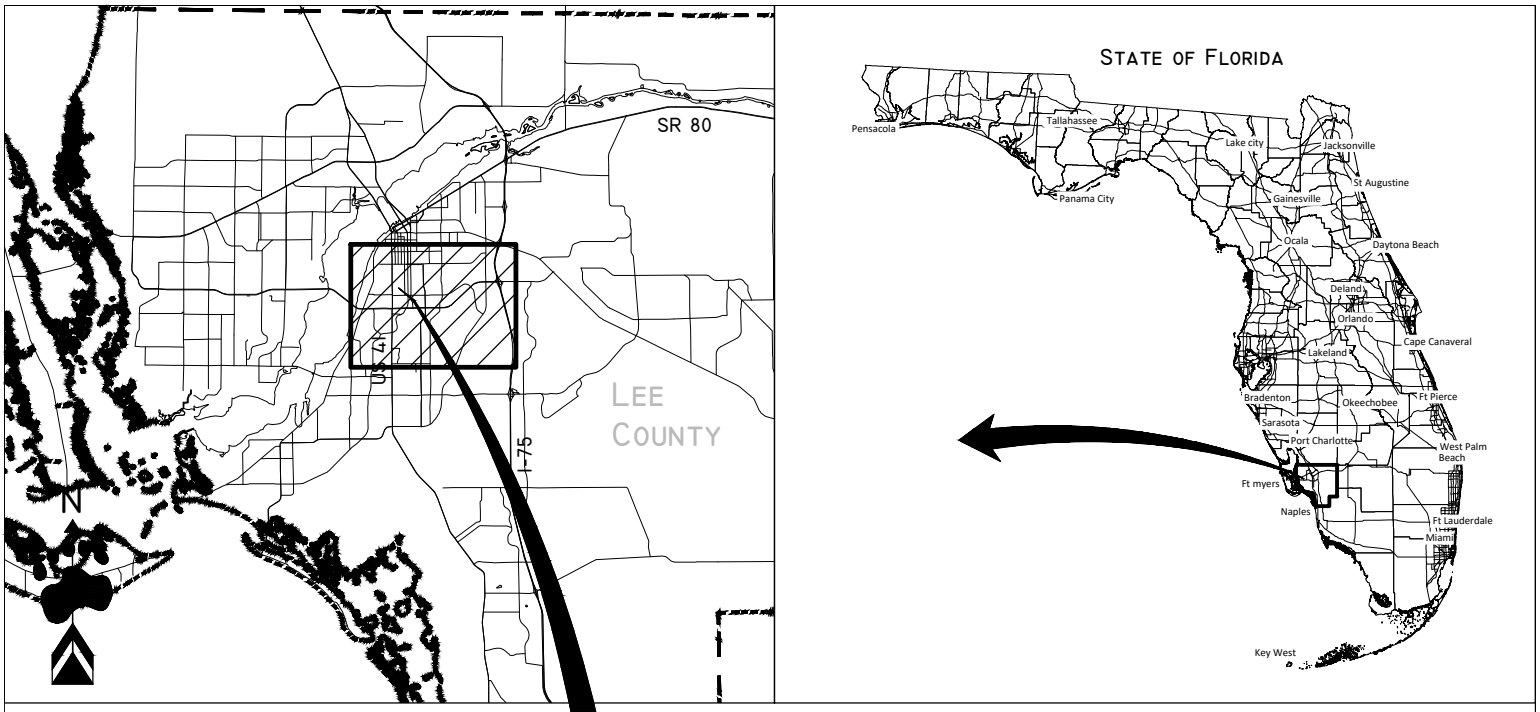
Community locations were drawn using non-rectified aerial images with approximate property boundaries; hence their location, aerial extent, and acreage is approximate. Before any detailed site planning, it is recommended that the wetland lines are flagged, surveyed by professional land surveyor, and approved by the regulatory agencies.

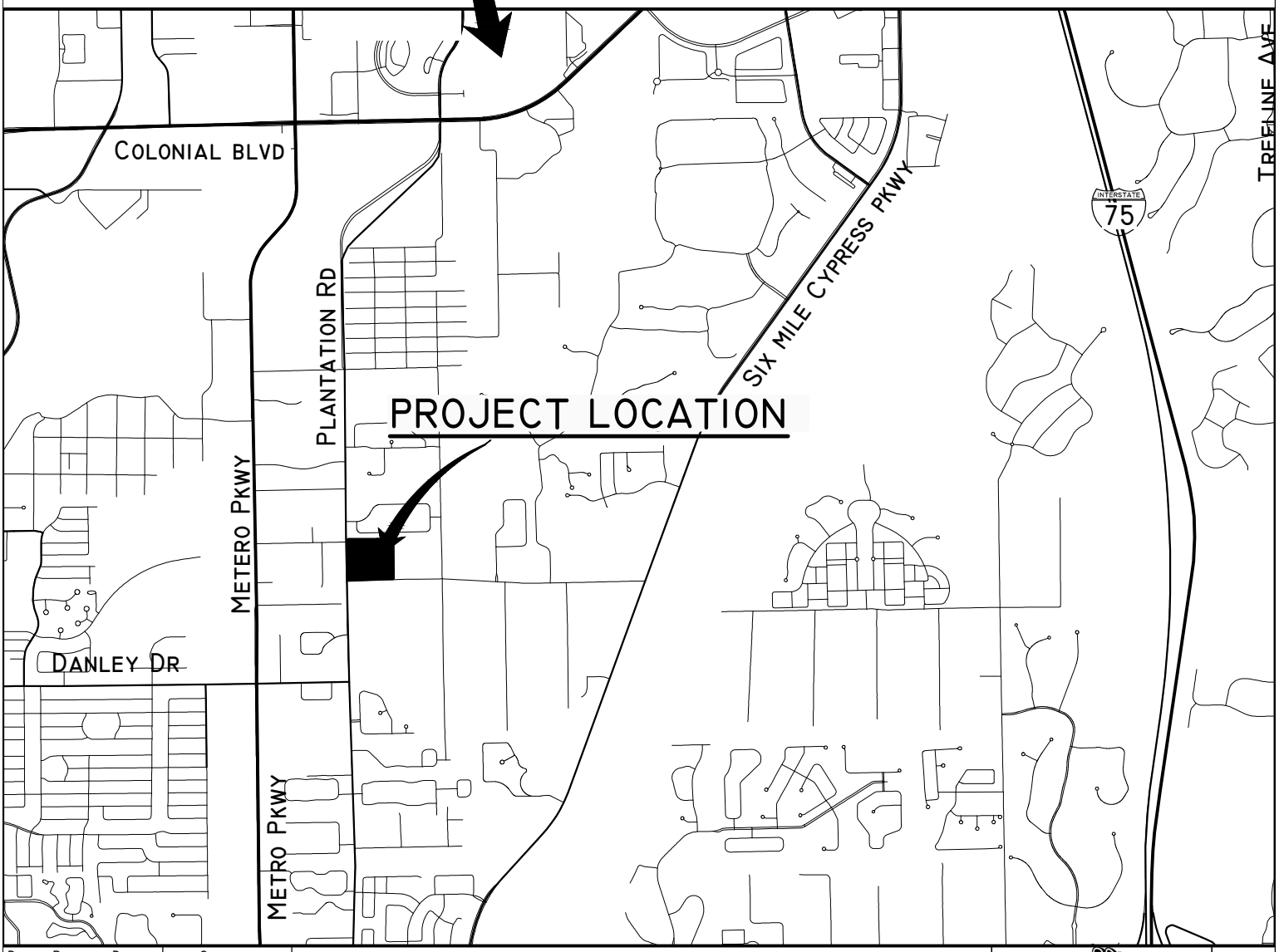
The determination of ecological system classifications, functions, values, and boundaries is an inexact science, and different individuals and agencies may reach different conclusions. The on-site conditions can vary throughout the year; therefore, the findings of this survey were based upon the site conditions at the time of the inspection. It is not possible for BearPaws Environmental Consulting to guarantee the outcome of such determinations; therefore, the conclusions of this report are preliminary in nature and would require a full review by the appropriate regulatory agencies.

The information contained and the work performed as part of this initial assessment, conforms to the standards and generally accepted practices in the environmental field, and was prepared substantially in accordance with then-current technical guidelines and criteria. The conclusions of this report represent the results of our analysis of the information provided by the client and their consultants, together with information gathered in the course of the study. No other guarantee, expressed or implied, is made.

EXHIBIT A

Project Location Map





DRAWN BY: BWS	DATE: 3/30/25	CATEGORY: LOCATION	
JOB NUMBER:		SCALE: NTS	
S/T/R: 7/45S/25E		COUNTY: LEE	

Life Church - 11735 Plantation Road

Location Map

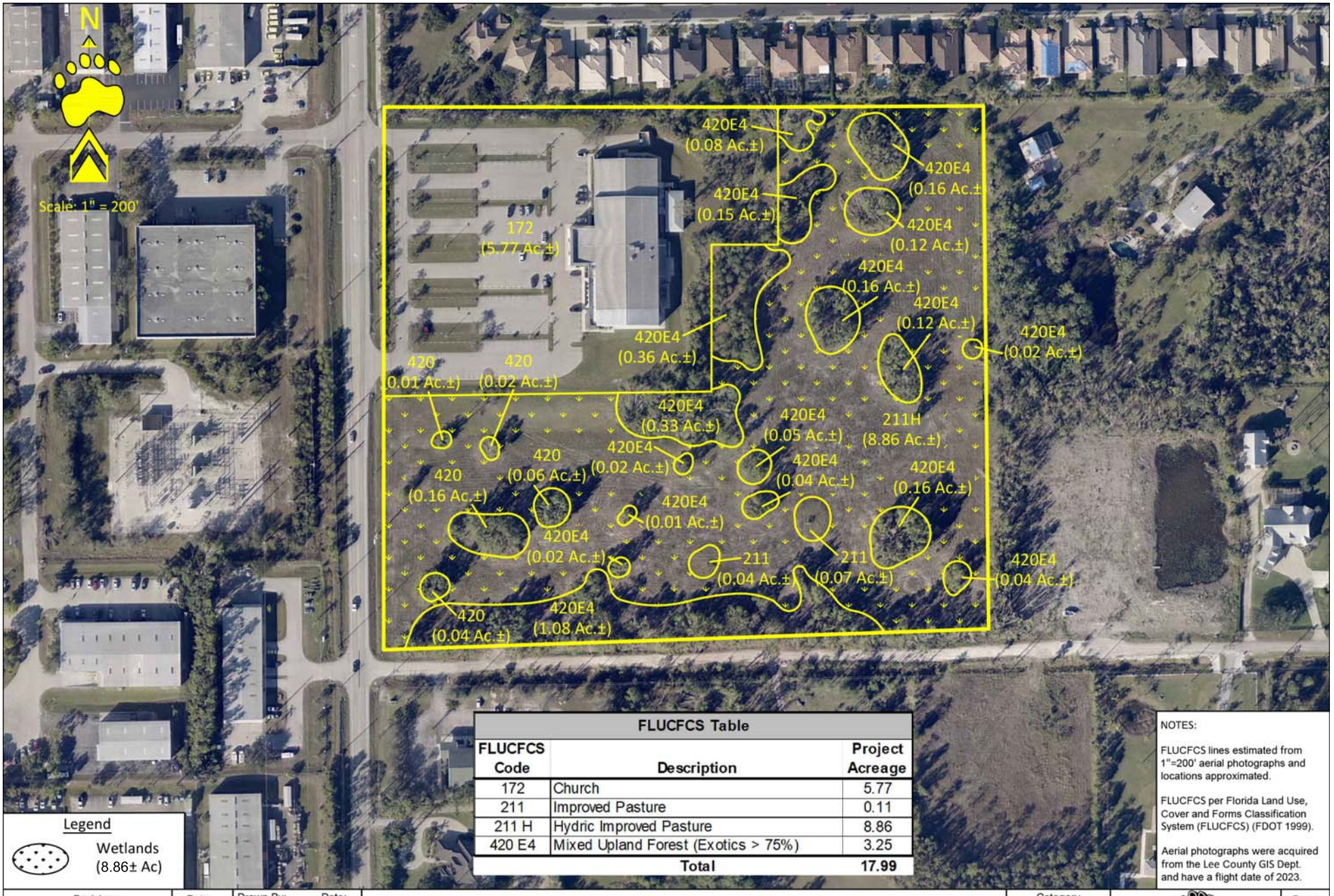
BEARPAWS ENVIRONMENTAL CONSULTING
1599 COVINGTON CIRCLE EAST, FORT MYERS, FL 33919
(239) 340-0678 BEARPAWS.ENV.CONSULTING@GMAIL.COM

PAGE

EXHIBIT

EXHIBIT B

FLUCFCS Map with Aerial



Legend

Wetlands (8.86± Ac)

FLUCFCS Table		
FLUCFCS Code	Description	Project Acreage
172	Church	5.77
211	Improved Pasture	0.11
211 H	Hydric Improved Pasture	8.86
420 E4	Mixed Upland Forest (Exotics > 75%)	3.25
	Total	17.99

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Aerial photographs were acquired from the Lee County GIS Dept. and have a flight date of 2023.

Revisions	Date:

Drawn By: BWS Date: 3/30/25

Job Number

S/T/R 7/45S/25E

Life Church - 11735 Plantation Road

Aerial FLUCFCS Map

Category: FLUCFCS

Scale: 1" = 200'

County: Lee

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(239) 340-0678 bearpaws.env.consulting@gmail.com

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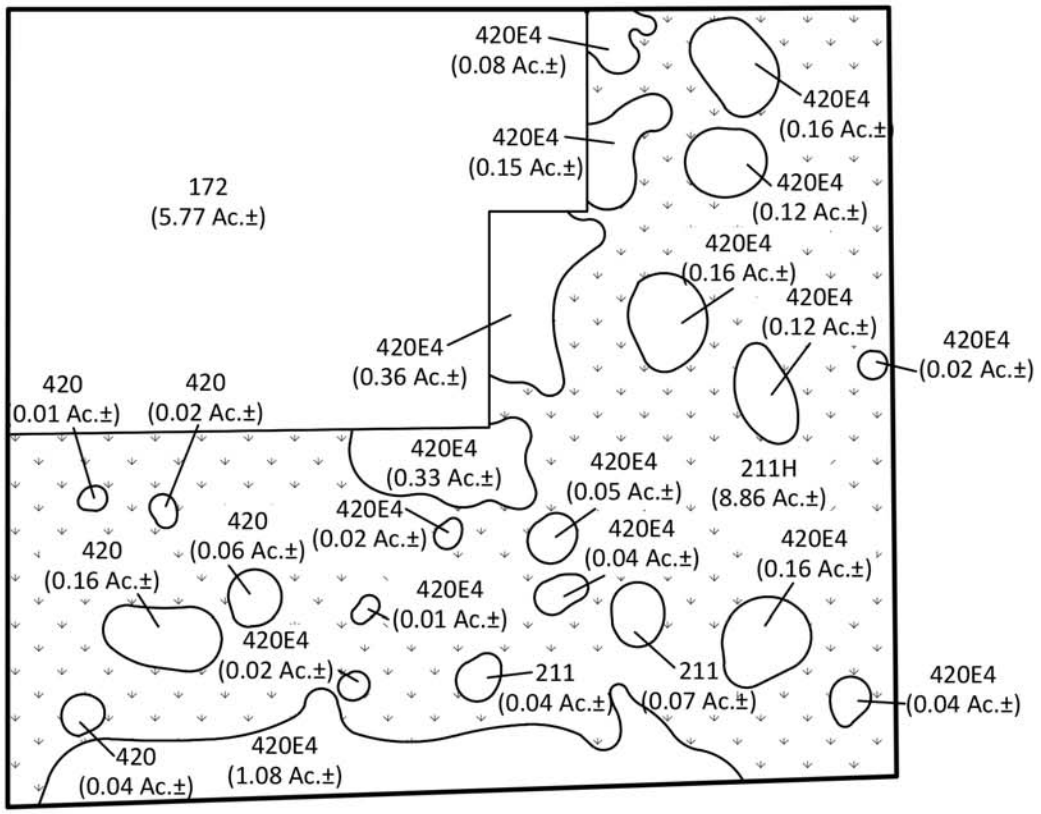
Exhibit -

EXHIBIT C

FLUCFCS Map

N

Scale: 1" = 200'



FLUCFCS Table		
FLUCFCS Code	Description	Project Acreage
172	Church	5.77
211	Improved Pasture	0.11
211 H	Hydric Improved Pasture	8.86
420 E4	Mixed Upland Forest (Exotics > 75%)	3.25
	Total	17.99

Legend

Wetlands
(8.86± Ac)

NOTES:

FLUCFCS lines estimated from 1"=200' aerial photographs and locations approximated.

FLUCFCS per Florida Land Use, Cover and Forms Classification System (FLUCFCS) (FDOT 1999).

Revisions	Date:	Drawn By: BWS	Date: 3/30/25	Life Church - 11735 Plantation Road	Category: FLUCFCS	Page: -
		Job Number		FLUCFCS Map	Scale: 1" = 200'	Exhibit: -
		S/T/R 7/45S/25E			County: Lee	

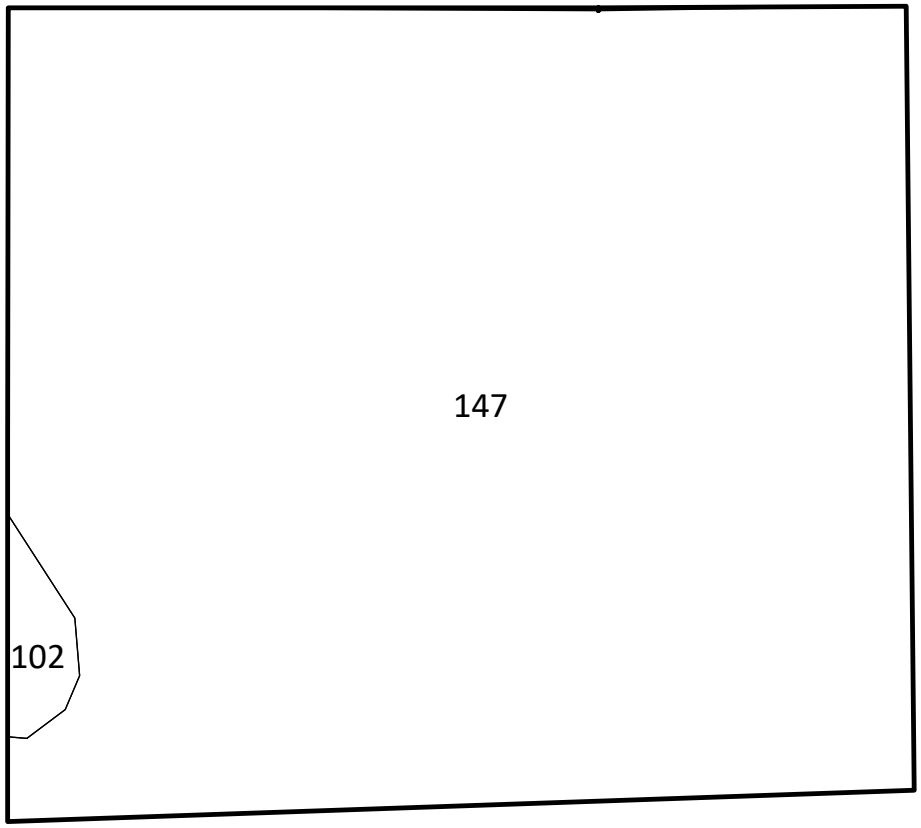
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EXHIBIT D

NRCS Soils Map

N

Scale: 1" = 200'



NRCS Soils Table		
Soils No.	Name	Hydric
102	Cypress Lake Fine Sand-Urban Land Complex, 0 To 2 Percent Slopes	Yes
147	Pineda Fine Sand, Limestone Substratum-Urban Land Complex, 0 To 2 Percent Slopes	Yes

NOTES

Soils were acquired from LABINS and are from the NRCS.

Revisions	Date:	Drawn By:	Date:	Life Church - 11735 Plantation Road	Category	Page
		BWS	3/30/25		Soils	-
		Job Number		Soils Map	Scale: 1" = 200'	Exhibit
		S/T/R 7/45S/25E			County Lee	-

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(239) 340-0678 bearpaws.env.consulting@gmail.com

Life Church Expansion

Traffic Impact and Site Access Analysis

Prepared for:

Quattrone & Associates, Inc.

Prepared by:

W.E. Oliver, P.E., LLC

January 16, 2026

159.01



This item has been electronically signed and sealed by W.E. Oliver, P.E. on the date shown on the time stamp using a digital signature. Printed copies of this document are not considered signed and sealed and this signature must be verified on any electronic copies.

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LIFE CHURCH EXPANSION

Traffic Impact and Site Access Analysis

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Appendix C: Traffic Count Data, Project Traffic Assignment Worksheet
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Rezone and Site Access
Traffic Statement
Life Church Expansion

Introduction

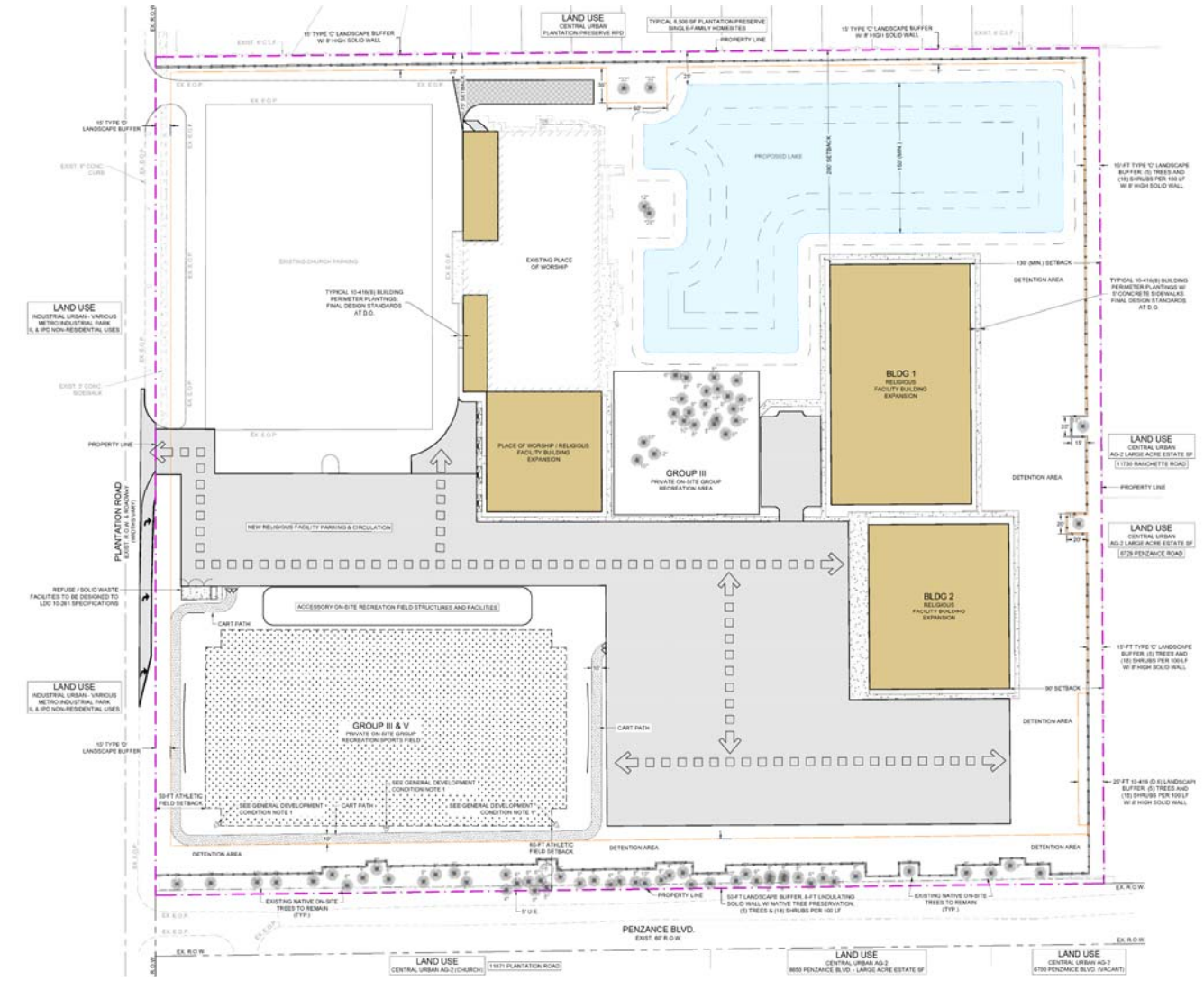
Life Church, located on the east side of Plantation Rd between Penzance Rd and Arc Way in Lee County, Forida, is proposing an expansion to its existing campus. The site currently houses a worship center that seats 538 people and church administrative offices. The proposed expansion will enlarge the worship center to seat 1,160 people and add a 350-student K-8 private school. An analysis horizon year of 2030 has been assumed for this study. Access to the site will be provided via two existing driveway connections from Plantation Rd, on the west side of the property. One driveway aligns with Arc Way and the other is located approximately 350 feet to its south. A preliminary site plan illustrating the site location and preliminary site development plan is provided in Figure 1.

This document summarizes the information requirements for a Zoning Traffic Study (ZTS) and provides analysis of site access in support of a site access connection permit. Prior to undertaking this study, the procedures and assumptions to follow were discussed with Lee County staff, and a record of the discussions is provided in Appendix A. Churches and schools generate traffic that occurs at different times than most other developments. Traffic is most intense on a weekday school start time and Sunday mornings as the 9:00 worship service dismisses and members arrive for the 11:00 worship service. In Lee County, Concurrency considerations are addressed for the weekday p.m. peak time, when hourly traffic volumes are the highest during the day. Site access conditions are reviewed in greater detail for the Sunday worship services and for the weekday school start and dismissal times.

Traffic Generation Estimate

Traffic generation was estimated for the peak periods described above, using the Institute of Transportation Engineers' (ITE) Trip Generation, 12th Edition, reference.

The traffic generation estimate for the church for the weekday a.m. peak hour deserves some discussion. The ITE reference, provided in Appendix B, indicates that several of the sites surveyed included childcare operations, which would increase traffic generation beyond that of just Church staff. Application of the ITE equation for weekday a.m. peak hour trip generation indicated 81 trip-ends would be generated, with an outbound directional split that is of substance. For a church to generate 81 a.m. peak hour trip-ends on a weekday morning peak hour intuitively seems an over-estimate, and the substantial outbound trips suggests a child drop-off operation. Observations of the existing Church operation (no childcare) showed no trip-ends during the a.m. peak hour of adjacent street traffic. From this engineer's experience, larger churches may have ten to 20 staff/volunteers who report to work at the church on a





N

Source: Quattrone & Associates, Inc.

W.E. OLIVER, P.E., LLC
TRAFFIC ENGINEERING
TRANSPORTATION PLANNING

Figure 1
Site Location and Development Concept Plan

routine basis. Since the proposed church expansion contemplates a K-8 school operation, the traffic generation for the Church was modified. The application of the ITE trip generation equation to the existing Church predicted 25 inbound and 16 outbound trips, and the proposed expanded church would generate 49 inbound and 32 outbound trips. To eliminate a childcare component and estimate traffic for church staff only, the outbound traffic volume was subtracted from the inbound volume to result in 9 and 17 inbound trips for the church only in the a.m. peak period. One and two inbound and outbound trip-ends were added to reflect the possibility of a staff "drop-off" occurrence. If a childcare operation occurs, it's traffic would be covered under the K-8 enrollment and traffic generation estimate. No adjustments from the ITE guidance were made for any of the other land uses or time periods.

The traffic generation estimate thus adjusted is reported in Table 1. These estimates establish the development will generate an increase of more than 300 peak hour trip-ends in two time periods, the weekday morning peak and the Sunday morning peak hour.

Area of Influence Determination

Pursuant to Lee County policy AC 13-17, an urban/suburban arterial analysis is required for road segments within the development's area of influence, which is defined as those arterial and collector roadways where development traffic increases exceed ten percent of intersection volume or ten percent of the roadway level of service C link service capacity.

The area of influence was identified by assigning the estimated development traffic to the adjacent roads and the significance of impact was determined as summarized in Table 2. The distribution/assignment of development traffic was based on observations of church-related Sunday traffic, per methodology agreements, and patterns of existing traffic at locations away from the Church. The only road segment where significance is triggered is Plantation Rd from Crystal Dr to Idlewild St, during only the weekday a.m. peak hour.

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Table 1
Traffic Generation Estimates

Land Use	ITE Code	Qty	Weekday Daily Trip Rate	Daily Trip-Ends	A.M. Peak Hour[1] Trip Rate	A.M. Total	A.M. In	A.M. Out	P.M. Peak Hour Trip Rate	P.M. Total	P.M. In	P.M. Out	Afternoon Peak Trip Rate	Afternoon Total	Afternoon In	Afternoon Out	Sunday Peak Hour Trip Rate	Sunday Total	Sunday In	Sunday Out
Existing Use:																				
Church (seats)[1]	560	583 seats	0.90	525	0.02	11	10	1	0.10	58	26	32					0.62	326	160	166
Proposed Uses:																				
Church (seats)[1]	560	1,160 seats	0.92	1,062	0.02	21	19	2	0.10	116	52	64					0.60	637	312	325
Private School (K-8)	530	350 students	4.1	1,439	1.01	354	198	156	0.26	91	42	49	0.60	210	99	111			0	0
		Proposed Uses Totals:		**2,501**		**375**	**217**	**158**		**207**	**94**	**113**		**210**	**99**	**111**		**637**	**312**	**325**
		Net Change:		**1,976**		**364**	**207**	**157**		**149**	**68**	**81**		**210**	**99**	**111**		**311**	**152**	**159**

Source: Institute of Transportation Engineers, Trip Generation 12th Edition, 2025.

Note: 1. A.M. peak hour trip-ends for Church use adjusted to eliminate potential childcare drop-off trips.

Table 2
Area of Influence Determination

On: From/To	Road Type	LOS Std	Svc Cap	Func-tional Class	Posted Speed	LOS C Service Volume[2]	Assign %	Weekday A.M. Peak Hr 364 Pk Hr Dvol	A.M. % Svc Cap Used	Weekday P.M. Peak Hr 149 Pk Hr Dvol	P.M. % Svc Cap Used	Weekday Mid-Afternoon 210 Pk Hr Dvol	Mid-Afternoon % Svc Cap Used	Sunday Mid-Morning 311 Pk Hr Dvol	Mid-Morning % Svc Cap Used
Crystal Dr: W of Plantation	2U	E	860	Collector	35	560	13.8%	50	9.0%	21	3.7%	29	5.2%	29	5.2%
Idlewild St: W of Plantation	2D			Collector	35	590	2.9%	11	1.8%	4	0.7%	6	1.0%	6	1.0%
Idlewild St: E of Plantation	2D			Collector	35	590	7.0%	25	4.3%	10	1.8%	15	2.5%	15	2.5%
Plantation Rd: S of Daniels Pkwy	2U	E	860	Arterial	45	1,430	25.0%	91	6.4%	37	2.6%	53	3.7%	53	3.7%
Plantation Rd: Daniels Pkwy to Crystal Dr	2U	E	860	Arterial	45	1,430	28.2%	102	7.2%	42	2.9%	59	4.1%	59	4.1%
Plantation Rd: Crystal Dr to Site	2U	E	860	Arterial	45	1,430	42.0%	153	10.7%	63	4.4%	88	6.2%	88	6.2%
Plantation Rd: Site to Arc Way	2U	E	860	Arterial	45	1,430	6.7%	24	1.7%	10	0.7%	14	1.0%	14	1.0%
Plantation Rd: Arc Way to Idlewild St	2U	E	860	Arterial	45	1,430	52.0%	189	13.2%	77	5.4%	109	7.6%	109	7.6%
Plantation Rd: Idlewild St to Colonial Blvd	4D	E	1,790	Arterial	45	3,290	41.7%	152	4.6%	62	1.9%	88	2.7%	88	2.7%
Arc Way: Metro Pkwy to Plantation Rd[1]	2U		5,000	Local	30	450	6.0%	22	4.9%	9	2.0%	13	2.8%	13	2.8%
Metro Pkwy: N of Arc Way	4D	D	1,900	Arterial	45	2,980	3.0%	11	0.4%	4	0.2%	6	0.2%	6	0.2%
Metro Pkwy: S of Arc Way	4D	D	1,900	Arterial	45	2,980	3.0%	11	0.4%	4	0.2%	6	0.2%	6	0.2%

1. Not on concurrency inventories
2. Peak hour, two-way

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Existing and Projected Traffic Volumes

For concurrency purposes on Plantation Rd, Lee County relies on traffic volumes recorded at their traffic count station on Plantation Rd to the north of Daniels Parkway. The most recent count, recorded in April, 2024, was used as a basis for the concurrency evaluation. This count, provided in Appendix C, is also used in Lee County's 2025 Public Facilities and Level of Service Report.

For the site access analysis, Sunday and weekday a.m. traffic volume data was collected in November and December, 2025. The turning movement count reports are also provided in Appendix C.

Future year background traffic volumes were estimated using a one percent per year growth factor, based on a review of historical traffic volumes on Plantation Rd reported by Lee County. Two count stations were reviewed -- one north of Daniels Pkwy and the other south of Colonial Dr. The recorded counts and trend lines are provided in Appendix D. The station south of Colonial Dr showed a positive 0.8 percent per year traffic growth but the station north of Daniels Pkwy showed a negative 0.6 percent per year growth trend. For this analysis, a one percent per year growth factor was applied to the non-Church (background) traffic volumes for a five-, or six-year period as appropriate.

Church site development traffic was added to the background volumes for the site access analysis. For a school, approximately 70 percent of the a.m. peak hour traffic arrives during the 30 minutes preceding school start time. A class start time of 7:30 a.m. was assumed for the analysis. In addition, Sunday Church driveway traffic volumes were recorded, and the same seasonal factor and one percent per year traffic growth rate was applied, and Church traffic volumes were added to estimate the mid-morning peak hour of traffic between services. These volumes were used in the site access analysis. Worksheets supporting these volume estimates are provided in Appendix E.

Directional Orientation of Trips

Traffic from the site has been estimated to arrive and depart from the site similarly to the existing distribution of church attendance. Beyond the immediate vicinity of the Church site, traffic was assigned in consideration of observed traffic patterns. Generally, 52 percent of the Church traffic was observed to arrive from and depart to the north, 42 percent from/to the south, and six percent from/to the west. Worksheets summarizing the observed traffic assignment are also included in Appendix C.

Concurrency Review

While the proposed development does not add "significant" traffic during the p.m. peak hour, the concurrency status of Plantation Rd was reviewed. The Church discharges its traffic to the segment of Plantation Rd from Daniels Pkwy to Idlewild St. Lee County's 2025 Road Link

Volumes database (Table 3, below) indicates this section of Plantation Rd has a level of service standard of "E" with a peak hour directional service capacity of 860 vehicles per hour (vph). The reported 2024 100th Highest Hour Volume is 723 with resulting level of service "D". The "2029 Future Forecast Volume" for this road is 760 vph, also resulting in level of service "D". Since 52 percent of the church traffic is estimated to travel northward on Plantation Rd, 42 p.m. peak hour directional trips from the Church and school would be added, and adding one additional year of traffic growth, a total of 809 trips and resulting level of service D is estimated. Thus, the concurrency status of Plantation Rd is maintained acceptable.

Table 3

Excerpt from Lee County

Public Facilities Level of Service and Concurrency Report 2025

Link No.	ROAD NAME	LOCATION		ROAD TYPE	PERFORMANCE STANDARD		2024 100TH HIGHEST HOUR			2029 FUTURE FORECAST*		
		FROM	TO		LOS[1]	CAPACITY[2]	LOS[1]	VOLUME[2]	V/C[3]	LOS[1]	VOLUME[2]	V/C[3]
22000	PLANTATION RD	DANIELS PKWY	IDLEWILD ST	2LN	E	860	D	723	0.84	D	760	0.88

Since Church/school traffic is greater in the a.m. peak hour, a similar review was undertaken for the weekday a.m. peak hour assuming the school traffic peak occurs simultaneously with the peak hour of background traffic. The three-day traffic count used by the County yields an average a.m. peak directional volume of 574 vehicles per hour. Applying the one percent per year growth rate for six years and adding 52 percent of peak direction (inbound) school traffic yields a 2030 estimate of 717 vehicles per hour of peak direction traffic, still well within the 860 vehicles per hour of service capacity.

Site Access Analysis

Access to the site is proposed via two full access connections to Plantation Rd. Traffic entering and exiting the Church site from the north and west uses the north site drive. A 250-foot long southbound left turn lane exists to serve the southbound left turn entry movement. Traffic accessing from the south, or exiting to the south, makes its right turn/left turn at the south site driveway. The Church makes use of an off-duty Sherriff's deputy at this location to help the exiting left turn traffic at the south driveway for what was observed to be a brief time (approximately ten to fifteen minutes) during the peak period. The proposed site development plan proposes to construct a right turn lane to facilitate site entry at the south driveway. While it is possible for some vehicles to not follow this access strategy, Sunday data collection observations saw only 24 of 291 vehicles to not follow this protocol. It is anticipated that the parent drop-off operation for the school will follow the same site access routing strategy.

Lee County's Administrative Code (AC 11-4) outlines several issues that must be addressed when considering a driveway connection, including:

1. Warranting conditions for auxiliary or deceleration lanes
2. Sight distances

3. Traffic control/lanes on connecting driveway

Warranting Conditions

County warrants for auxiliary turn lanes are as follows:

- Left turn lane on Plantation Rd: Left turns for site entry occur at the north driveway. For an arterial roadway with posted speed of 45 mph, the peak hour warranting volumes are 1,000 vehicles per hour and the left turn volume is 10 vehicles or more. This condition is met for both the weekday a.m. and Sunday peak periods, and a left turn lane of adequate length exists to serve the queues at this movement (see further queueing analysis below).

- Right turn lane on Plantation Rd: Auxiliary right turn lanes on arterial roads are warranted (in this case) when the arterial street AADT exceeds 6,000 vehicles per day and the peak hour right-turn volume exceeds 20 vehicles per hour. This condition is met for the weekday a.m. and Sunday peak periods at the south driveway. A right turn lane is proposed as a part of site development at the south driveway to serve this movement.

- Auxiliary turn lanes on driveway approaches: The volume warrant for separate left turn lanes on the driveway exits is 30 or more peak hour left-turning vehicles. This condition is met for both the weekday a.m. and Sunday peak periods at the south driveway. Since the site has two exit driveways and each is dedicated to either the left-turn exit or through/right turn exit, the site effectively has separate left and right turn exit lanes.

Sight Distances

Plantation Rd is an arterial road with a posted speed limit of 45 mph and design speed of 50 mph. Per Table A-1 of AC 11-4 the required sight distance is 430 feet. Plantation Rd is a level and straight roadway in the vicinity of the site, providing no sight obstructions. A graphic illustrating these distances, and photographs of Plantation Rd taken from the access points are provided in Appendix F.

Traffic Control/Driveway Lanes

Site access conditions were evaluated using a traffic flow micro-simulation model – Caliper Corporation's TransModeler. The advantages this type of analysis offers is the ability to load traffic volumes in an origin-destination format in small time increments. In this case, 15-minute increments were used. TransModeler also allows the simulation of queueing from the parent drop-off operation, and the interaction of queues between adjacent intersections.

For this analysis, "STOP" sign control was applied at the site driveway approaches to Plantation Rd, since traffic signals would not be warranted for the peak hour nature of the traffic generation. Diagrams of the TransModeler road networks modeled (one for the weekday a.m.

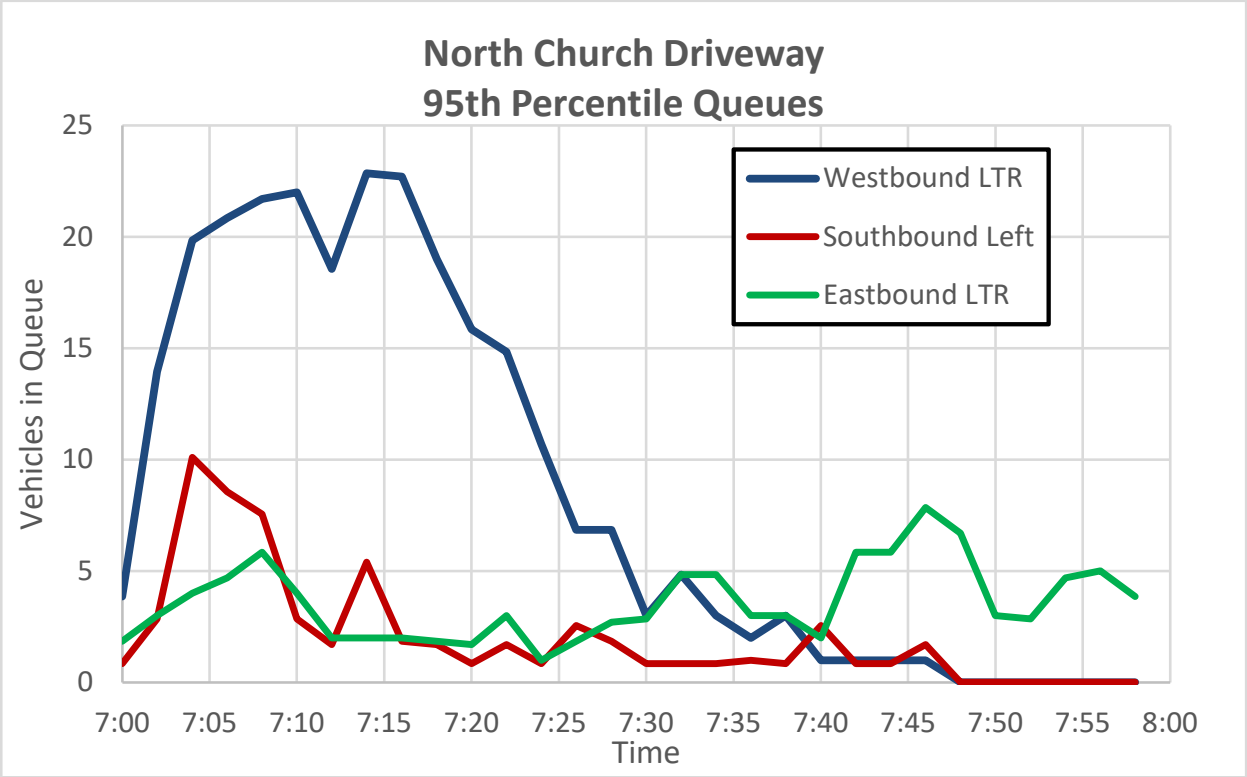
condition and another for the Sunday peak hour condition) and the 15-minute traffic volume counts and forecast volumes are also provided in Appendix F. The results of the modelling are illustrated in Figure 2 for the weekday a.m. and in Figure 3 for the Sunday mid-morning period. These graphs illustrate the average length of the maximum (95th percentile) queue simulated in ten simulation runs, in vehicles, in two-minute time intervals. This gives an indication of the length and duration of vehicle queues.

Since the site access provisions are not "concurrency"-related, the operational "standard" applied in this analysis was that queues generated by the church and/or school not back up into the adjacent public roadways, that queues at the turn/queue storage lanes at site access points not be longer than the storage lanes can accommodate, and that queues (exiting the site or entering the site) not persist beyond event start/end times. For schools, this would mean that queues of traffic seeking to exit the church site be essentially cleared by 7:30 a.m. For the Sunday church operation this would mean that the early service traffic be able to exit the site by 11:00 and that queues of traffic arriving at the site for the 11:00 service clear the south-to east left turn lane at the Arc Way intersection by 11:00.

As a matter of perspective, at the Arc Way/North Site Drive intersection, the weekday a.m. peak hour is the more "critical" time period, estimated to serve 1,828 peak hour vehicles whereas on a Sunday a.m. peak hour 1,116 vehicles are estimated to pass through the same intersection.

During the weekday a.m. peak period, the southbound left turn queue is as long as ten vehicles for a short duration, at about 7:04 a.m., but remains less than five vehicles during the remainder of the peak period. Queues on the exit lanes are as long as 23 vehicles at the north driveway, but dissipate to two to three cars by school start time. Sunday exit queues at the north driveway on the order of 21-22 vehicles, and at the south driveway queues reach 11 vehicles for durations exceeding 20 minutes. Temporary traffic control (e.g. off-duty Sheriff's deputies) was modelled using a traffic signal at the north site driveway (only) to represent such traffic control and queues were of much shorter duration. The "With Signal" performance is graphed in Figure 6.

Figure 2: Weekday A.M. Queueing



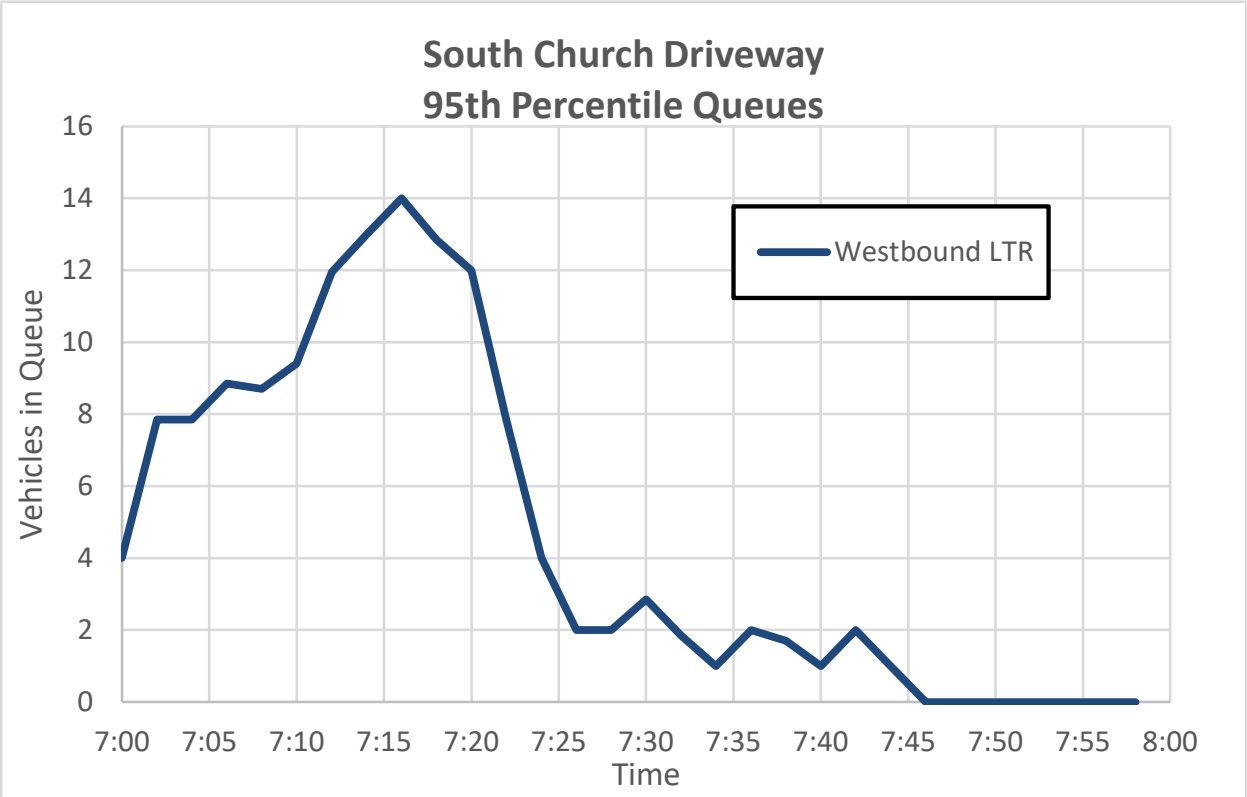
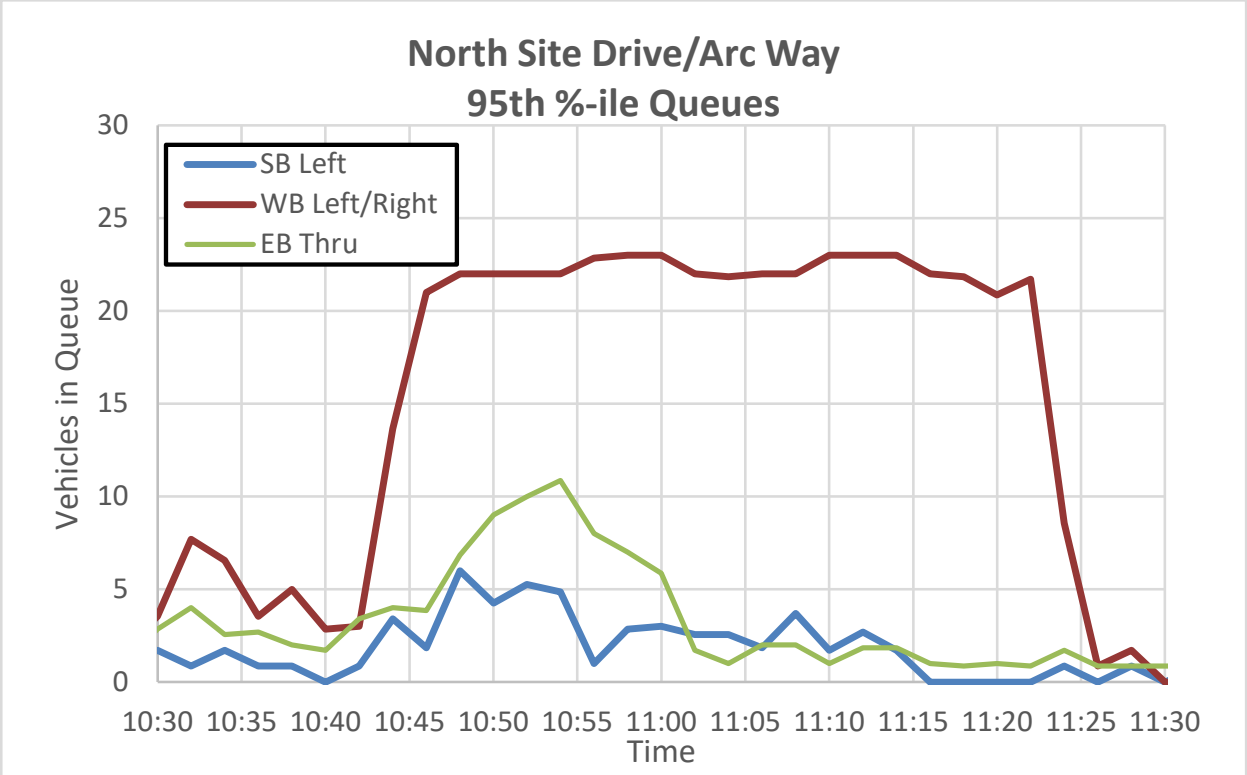


Figure 3: Sunday Mid-Morning Queueing ("STOP" Control)



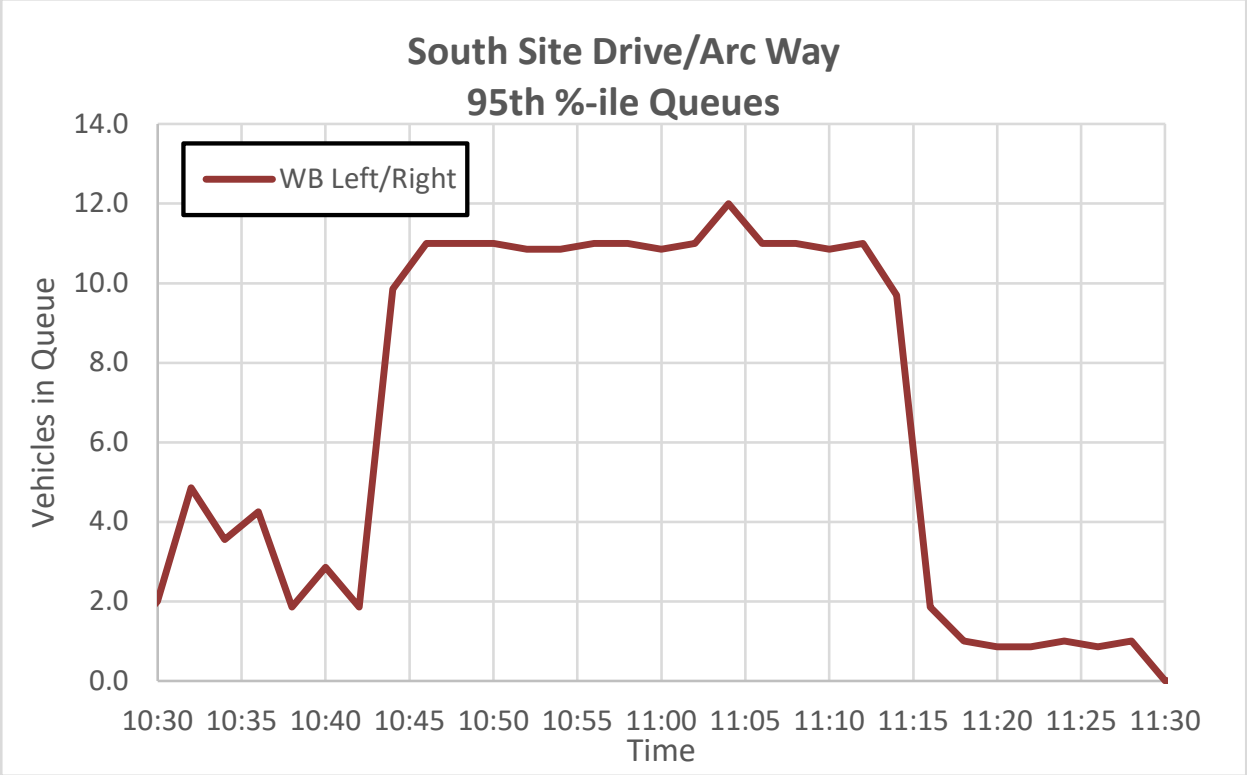
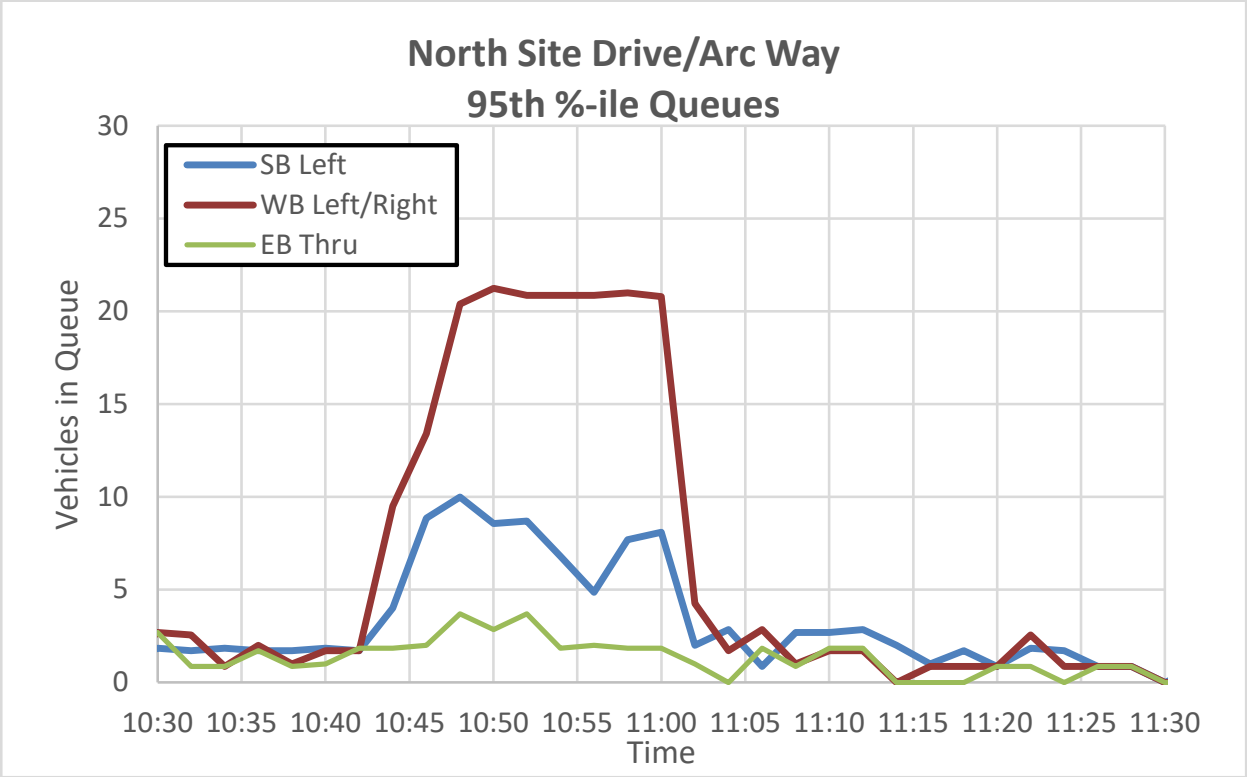
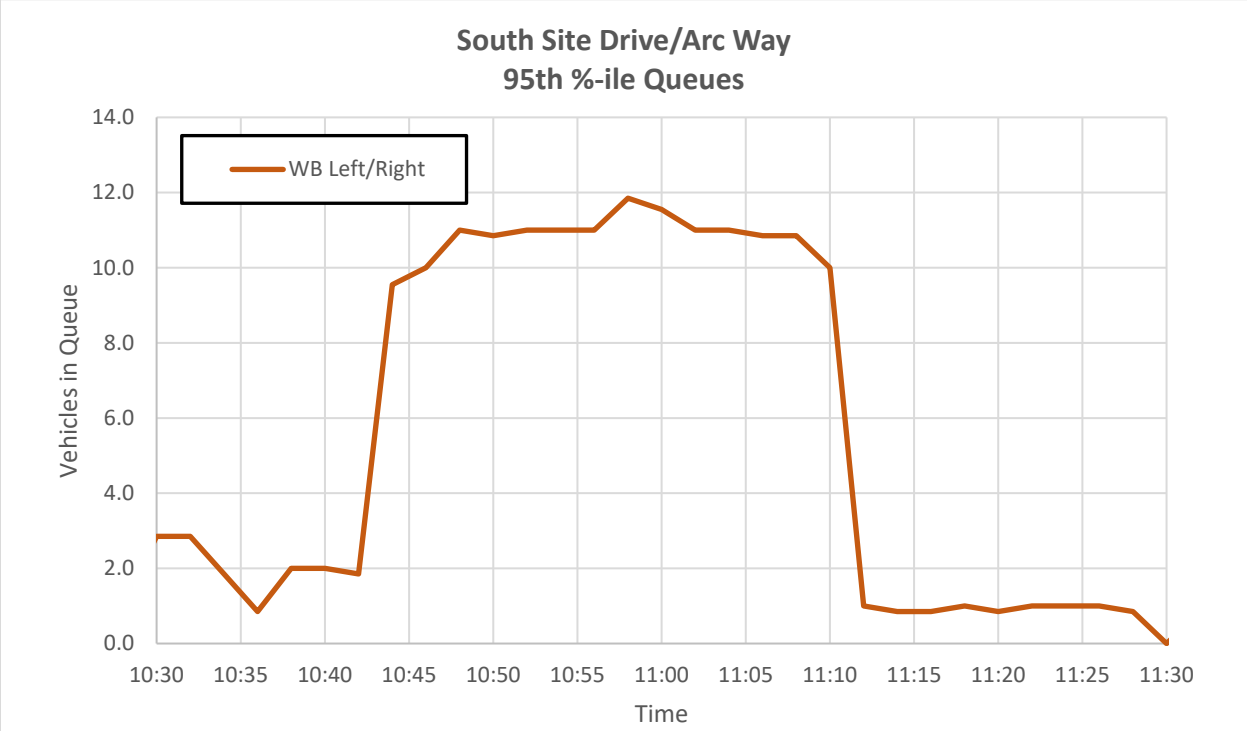


Figure 4: Sunday Mid-Morning Queueing ("Signal" Control)





Appendix A

Methodology Correspondence

From: Wu, Lili
To: William Oliver
Cc: Sutitarnnontr, Pakorn; Podczerwinsky, John
Subject: RE: Traffic Study Methodology (Life Church Expansion)
Date: Monday, January 12, 2026 6:26:01 AM
Attachments: image012.png
image013.png
image014.png
image016.png
image017.png
image018.png
image019.png
image020.png
2025 Concurrency Report.xlsx

Mr. Oliver:
Please see attached file which is a table used in the year 2025 Concurrency Report. The volume (723) on Plantation Rd north of Daniels Pkwy is from year 2024 FDOT's traffic on line (14,900 AADT x 0.09 K-factor x 0.539 D factor). This is the latest information can be used for your traffic study. The table also has 5 years future forecast volumes. If you have any questions, please let me know.

Thanks,
Lili Wu

Lee County Transportation
Lili Wu | Principal Planner
Department of Transportation
1500 Monroe Street, 3rd Floor, Fort Myers, FL 33901
office: *(239) 533-8853*
fax: *(239) 485-8520*
email: Lwu@leegov.com
web: www.leegov.com

From: William Oliver <bill@weo-pe.com>
Sent: Thursday, January 8, 2026 5:01 PM
To: Wu, Lili <LWu@leegov.com>
Cc: Sutitarnnontr, Pakorn <PSutitarnnontr@leegov.com>
Subject: RE: Traffic Study Methodology (Life Church Expansion)

Caution: This email originated from an external source. Be cautious of attachments and links, and do not provide login information. Report suspicious activity to the Service Desk: servicedesk@leegov.com or 533-HELP.

I see Plantation Rd from Daniels Pkwy to Colonial in the 2024 Concurrency/LOS Report has a peak hour directional volume of 651 veh/hour, based on a 2023(?) count.

1. From which traffic count station do y'all pull traffic volumes for this segment of Plantation – the one just north of Daniels Pkwy, or the one just south of Colonial?
2. Want to be sure I'm using the latest count there – did y'all collect 2025 counts on this road, or should I apply a growth factor to the older counts for a zoning traffic study?

W.E. Oliver, P.E.
Phone: (813) 748-9188

DEPARTMENT OF TRANSPORTATION

Memo

To: W.E. Oliver, P.E., President W.E. Oliver, P.E., LLC; bill@weo-pe.com

From: John Podczerwinsky, AICP CTP, Principal Planner, D O T Engineering

Date: ~~October 31, 2025~~ Revised Comments November 17, 2025

Subject: Life Church Expansion - Rezoning TIS Methodology Review

Lee County DOT staff has reviewed the methodology notes provided for the subject rezoning TIS.

Provision of these notes to the TIS preparer via email shall serve as confirmation that a required methodology meeting has been conducted on the subject date above; however the provision of these notes shall not be construed as an implied approval of a Traffic Impact Statement [TIS]. Advisory comments are provided herein that may influence DO-level site-plan and TIS accommodations; these advisory statements are not review comments, and interpretation of these statements may change at the time of DO submittal.

Please contact JPodczerwinsky@leecounty.com with any questions.

General Staff Comments:

- While the TIS methodology references the use of DO TIS Guidelines, the general methodology for the forthcoming TIS is largely compliant with Rezoning requirements, however some minor TIS revisions may be necessary to accommodate zoning-specific TIS requirements.
- Guidance on the application of TIS guidelines for rezoning applications is provided throughout these notes below; the comments herein may not be applicable to DO-level TIS.
- The correct reference material for Zoning TIS Guidelines is found in Lee County Administrative Code AC-13-17, which is the current governing document for Zoning-level traffic studies. Please visit:
  - https://www.leegov.com/bocc/Administrative%20Codes/AC-13-17.pdf
  - https://www.leegov.com/dcd/DS/traffic
- The requirements for a zoning-level traffic study are similar to those for DO traffic studies, however key differences in AC-13-17 TIS guidelines should be observed at this stage. Details provided below.

Observations:

ITE Trip Generation Analysis:

- Existing ITE Land Use(s): LUC 560 (Church) using variable: Seats. 583 seats are stated.
- Proposed ITE Land Use(s): LUC 560 (Church) using variable: Seats; and LUC 530 (Private School K-8) using variable: Students. 1,160 seats and ~~100~~ **300** students are proposed.
- **DOT Guidance on Trip Generation:** ITE linear regression equations should be utilized in lieu of average trip generation rates, when available

Roadway Ownership & characteristics:

- Plantation Road (County, arterial, Speed: 45)
- Arc Rd (County, Local, Speed: 30)
- Penzance Blvd (County, Unimproved, Minor Collector, Speed: 30)

Access:

- Two access points exist on Plantation Rd that currently serve the site. No relocation of existing access(es) and no new access points are proposed as part of the project.
    - **Plantation Rd. at Arc Way:** There is an existing SB Left Turn Lane serving the site (unsignalized); there is no NB Right turn lane at the northerly access point.
    - **Plantation Rd southerly access:** There are neither NB or SB dedicated turn lanes serving this site in the existing condition.
    - Access via Penzance may be required per LDC Sec 10-285 and/or LDC Sec 10-291 that could affect your driveway assignments.

Advisory Notes and Guidance:

Updated methodology notes November 17, 2025:

The revised development schedule increase to 300 students (up from original 100 students) now reflects additional trip generation greater than originally stated. The following adjustments to methodology are recommended, in response to the preparer's questions dated Nov. 12, 2025:

Regarding the 300 trip-ends threshold(s) as they apply to peak hours, the general intent is this: Analyze operational impacts to site accesses and intersections *within* the AOI (greater than 10% link LOS C) for the peak hour in which they occur. Otherwise, analyze only intersections within the ¼ mile radius for periods generating between 100 and 300 trips.

With the above guidance, I recommend the following:

1. AM peak hour analysis: Driveways, intersections *within* the 10% LOS C area of influence.
2. PM peak hour analysis: Driveways, intersections within ¼ mile of the project access(es), and the required Link LOS analysis within ¼ mile of the project. While carrying-out the Link LOS analysis further to match AM peak is recommended, it is not required.
3. Mid-day peak hour analysis: Unnecessary.
4. Peak hour of site traffic/ "Sunday morning": Driveways, intersections within ¼ mile of the project access(es)
5. Distribution & Assignment: It's not necessary to analyze project traffic outside of the significance thresholds applied to peak hours. Segments significantly impacted by AM peak hour traffic (operationally important) may not be the same for analyzing the PM peak hour significance test (both operationally important and reflect impacts to the County's calculated LOS).

For arterial (Link) level of service analysis, PM peak hour is the critical component. The Links for Plantation are:

- From Daniels to Idlewild (link 22000), and
- From Idlewild to Colonial (link 22050)

The project is unlikely to go beyond the first link (Daniels to Idlewild) in the PM peak hour. Since the roundabout at Crystal is 0.40 miles away from the site, there may only be a need to analyze it if the AM peak hour link impacts are greater than 10% of LOS C on the Daniels to Idlewild link.

The segment from Crystal to Idlewild would be beyond that ¼ mile radius so it may not need to be analyzed. If there are concerns about roundabout analysis with available software, please note that with staff.The intersection at Arc way should be included in the analysis as it is a site access point.

The intersections at Plantation and Corporate Park Cir/Winfield Dr, and at Plantation and MetroPlex Dr. are not necessary to analyze at this time unless there is a large volume of *project-related* traffic anticipated to make turning movements at those locations.

Scenarios Required for rezoning analysis:

- Buildout year (TBD) must be analyzed, with and without the proposed project.
- Include background traffic, derived from most recent Lee County concurrency report, plus background traffic growth forecasted to the buildout year.
    - Annual Growth Rates: Use actual (calculated based on *minimum* 7 years) linear growth rate derived from nearby Lee County or FDOT permanent count stations, **or** default to minimum 1% annual growth rate, whichever is greater.
- Road segment capacity Level of Service (LOS) analysis should utilize **Link Specific Service Volumes on Arterials in Lee County**
    - Source: https://www.leegov.com/dcd/DS/traffic

Distribution & Assignment:

- **DOT Guidance:** The proposed method of replicating distribution and assignment of existing/counted project traffic is acceptable for **AM peak, PM Peak, and Peak hour of generator** analyses. DOT staff agrees that since the school will serve congregation members, project traffic will likely have similar characteristics during both church services and private school drop-off/pick-up times.
- **DOT Guidance:** Ensure that reasonable assumptions are made regarding assignment of SB left turn inbound movements and left-turn exiting movements at the project's southerly access point.

Segment Analysis:

- Road segment (capacity) analysis for the scenarios without and with the project should focus on **AM and PM Peak Hour of adjacent street traffic.**
- The Level of Service significance threshold is **10% of LOS C** for impacted segments for Rezoning applications, which differs from DO TIS Guidelines.

Intersection Analysis:

- The site accesses and all intersections within one quarter of a mile area shall be analyzed in the buildout year without and with the project.
- **DOT Guidance: Analysis periods should include:**
    - AM Peak Hour of adjacent street traffic
    - PM Peak Hour of Adjacent Street Traffic
    - Peak Hour(s) of the project trip generator(s). For a church + Private school, this may necessitate analysis of both weekday peak hour (school) and peak hour for worship/services (church).

Project-related Turn Lane(s):

- The increase in trip generation for the project *may* result in right turn lane warrants being met at either site access, and should be analyzed during DO Submittal. No turn lane warrant analysis is required at the time of Zoning submittal.
- A southbound left turn lane exists at the Arc Way/northerly project entrance; while existing pavement markings indicate there is inadequate spacing at the southerly project entrance to permit a new SB left turn lane.
- **DOT Guidance:** ROW donation and relocation of utility and sidewalk easement(s) may be necessary at the time of DO submittal to accommodate turn lanes, if turn lanes are warranted. While no determination is made at the time of zoning, the applicant should be prepared for potential site impacts (sidewalks, utility relocation, drainage, etc.) resulting from accommodation of turn lane(s) at the project entrance(s).

October 21, 2025

Life Church Expansion
Rezoning Traffic Impact Study and Site Access Analysis
Proposed Study Methodology

Life Church is an existing congregation that meets in a facility on the northeast quadrant of the Plantation Rd at Penzance Blvd intersection. The existing worship center has a seating capacity of 538. Expansion plans are to increase the seating capacity to 1,160 and to build a K-8 school facility to serve up to 100 students. (These quantities are subject to adjustment as site planning advances.) A proposed site plan is provided in Figure 1, and the expansion is proposed to be served by the existing two connections to Plantation Blvd.

Plantation Rd is a two lane roadway with painted turn lanes at key intersections, with a posted speed limit of 45 mph. It is classified as a County-maintained arterial roadway. The nearest points of traffic flow interruption are a traffic signal at Idlewild St (0.75 mile to the north) and a roundabout at Crystal Dr (0.5 mile to the south). Penzance Blvd is a two-lane, unimproved roadway posted as "private" that extends eastward from Plantation Rd to Ranchette Rd, and as a paved public road from Ranchette Rd to Six-Mile Cypress Pkwy. Lee County Property Appraiser's land parcel maps seem to indicate a public right-of-way or easement may exist where the private segment of that roadway is located. A local street connection westward at the northern edge of the site to Metro Pkwy exists via industrially-fronted Arc Way.

Traffic Generation Estimate

Table 1, below, summarizes the estimated number of trips that would be generated during the various peak periods. The greatest peak hour traffic generation increase for the proposed uses would be 141 trip-ends in the a.m. peak hour when parents would be dropping children off for school. Because the increase in traffic is less than 300 trip-ends, only a site access analysis is required.

Table 1

Traffic Generation Estimate

			Daily		A.M. Peak Hour				P.M. Peak Hour				Afternoon Peak			
Land Use	ITE Code	Qty	Trip Rate	Trip-Ends	Trip Rate	Total	In	Out	Trip Rate	Total	In	Out	Trip Rate	Total	In	Out
Existing Use:																
Church (seats)	560	583 seats	0.90	525	0.07	41	25	16	0.10	58	26	32				
Proposed Uses:																
Church (seats)	560	1,160 seats	0.92	1,062	0.07	81	49	32	0.10	116	52	64				
Private School (K-8)	530	100 students	4.1	411	1.01	101	57	44	0.26	26	12	14	0.60	60	28	32
		Proposed Uses Totals:		**1,473**		**182**	**106**	**76**		**142**	**64**	**78**		**60**	**28**	**32**
		Net Change:		**948**		**141**	**81**	**60**		**84**	**38**	**46**		**60**	**28**	**32**

Source: Institute of Transportation Engineers, Trip Generation 12th Edition, 2025.

Type of Traffic Impact Statement

Per the 2/3/2015 "Traffic Impact Statement Guidelines for Development Orders" as a development proposal that generates less than 300 peak hour trip-ends, the following information is to be provided:

a) number of units (size) of proposed development (in our case, seats and school enrolment),
b) description of development and ITE category for trip generation (proposed above as ITE Land Use Codes 560 and 530 – Church and Private School (K-8),
c) trip-end rates or equation (provided above based on 12th Edition ITE Trip Generation,
d) traffic generation estimate,
e) directional orientation of trips, and
f) analysis to check if turn lanes, traffic signals or other site-related improvements will be required at access points.

We propose the analysis will focus on the a.m. peak period, based on the indications of the ITE Trip Generation reference that the morning peak hour.

Data Collection

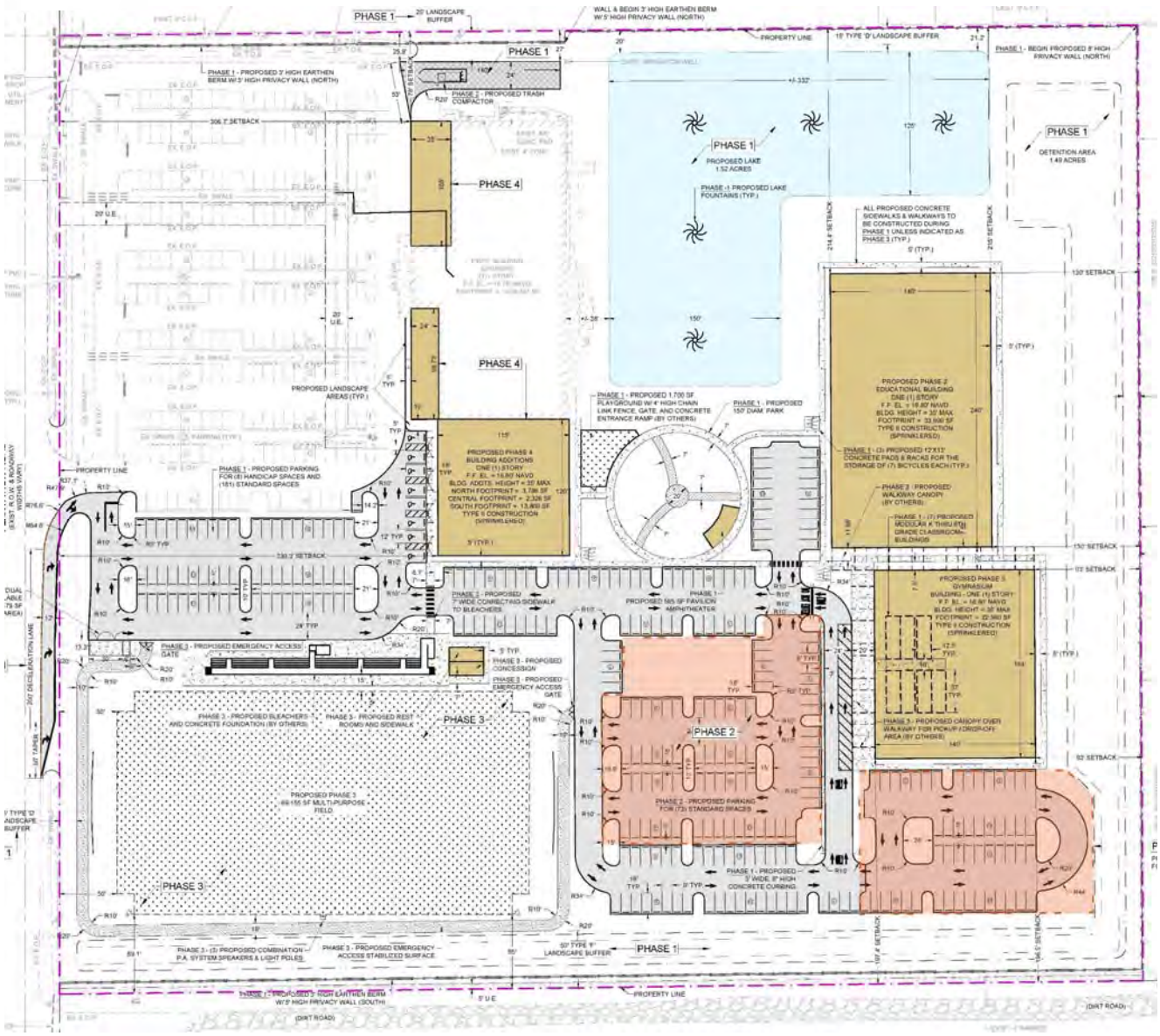
We will undertake traffic counts for the a.m. period of traffic flow at the Plantation Rd/Arc Way intersection and the Plantation Rd/Penzance Blvd intersection. To support traffic assignment estimates, we will also observe the directions from/to which current church attendees arrive/depart on a Sunday a.m.

Trip Distribution and Assignment

A.m. peak hour trip distribution/assignment for the school traffic will be based on the existing/observed site access vehicular traffic. We think it's reasonable to assume that the private school traffic will follow a distribution/assignment pattern similar to that of worship attendees on a Sunday morning.

Capacity and Operational Analysis

Roadway operations and level of service analysis at the proposed site access connection to Plantation Blvd. will be undertaken using TransModeler, a traffic flow micro-simulation model by Caliper Corporation. Microsimulation analyzes better the effect of adjacent intersections queueing and time-specific travel demands than software such as HCM or Synchro. We are aware that private school traffic tends to be concentrated in the half-hour prior to start time, and will incorporate this tendency into the analysis based on our past observations at other schools.



Source: Quattrone & Associates, Inc.

W.E. Oliver, P.E., LLC
Traffic Engineering
Transportation Planning

Figure 1
Life Church Proposed Site Development Plan

Appendix B

ITE Trip Generation Excerpt

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

Land Use: 560
Church

Description

A church is a building in which public worship services are held. A church houses an assembly hall or sanctuary. It may also house meeting rooms, classrooms, and, occasionally, dining, catering, or event facilities.

Additional Data

Worship services are typically held on Sundays. Some of the surveyed churches offered day care or extended care programs during the week.

The sites were surveyed in the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Colorado, Florida, New Jersey, New York, Oregon, Pennsylvania, and Texas.

Source Numbers

428, 436, 554, 571, 583, 629, 631, 704, 903, 904, 957, 971, 1080, 1219

Appendix C

Traffic Count Data and Development Traffic Assignment Worksheet

1/14/2026

Machine Count Summary
Plantation Rd: N of Daniels Pkwy

Recorded: April 9-11, 2024

Daily			14,367				15,385				14,351	
PM Peak	15:00	720	1,257	547	16:00	720	1,278	558	14:45	718	1,228	515
AM Peak	6:45	504	1,068	597	7:00	538	1,095	571	7:15	547	1,027	554

PM Peak Average: 719 NB **AM Peak Average: 574 SB**

	April 9				April 10				April 11			
	NB		SB		NB		SB		NB		SB	
Time	15-min	Hourly	15-min	Hourly	15-min	Hourly	15-min	Hourly	15-min	Hourly	15-min	Hourly
0	3	19	4	7	3	13	4	8	3	15	1	5
0:15	6	21	0	6	5	15	1	5	6	17	1	9
0:30	5	17	2	7	3	11	2	7	3	14	0	10
0:45	5	15	1	6	2	11	1	6	3	13	3	12
1:00	5	12	3	7	5	10	1	7	5	11	5	16
1:15	2	10	1	6	1	10	3	9	3	11	2	12
1:30	3	11	1	8	3	14	1	12	2	9	2	15
1:45	2	12	2	15	1	11	2	17	1	7	7	18
2:00	3	13	2	22	5	10	3	23	5	8	1	18
2:15	3	11	3	29	5	5	6	26	1	4	5	24
2:30	4	14	8	38	0	9	6	42	0	11	5	39
2:45	3	15	9	50	0	14	8	56	2	14	7	48
3:00	1	21	9	64	0	22	6	64	1	24	7	58
3:15	6	32	12	73	9	29	22	83	8	30	20	77
3:30	5	49	20	109	5	42	20	92	3	43	14	94
3:45	9	62	23	133	8	58	16	109	12	58	17	125
4:00	12	94	18	165	7	93	25	166	7	80	26	169
4:15	23	120	48	215	22	132	31	210	21	111	37	215
4:30	18	135	44	244	21	148	37	290	18	150	45	274
4:45	41	163	55	313	43	185	73	383	34	216	61	343
5:00	38	228	68	396	46	254	69	458	38	251	72	384
5:15	38	297	77	450	38	329	111	517	60	316	96	389
5:30	46	368	113	505	58	399	130	521	84	368	114	374
5:45	106	469	138	491	112	465	148	512	69	426	102	383
6:00	107	496	122	503	121	485	128	481	103	509	77	411
6:15	109	496	132	541	108	490	115	499	112	522	81	456
6:30	147	503	99	546	124	508	121	520	142	507	123	520
6:45	133	471	150	597	132	516	117	545	152	443	130	521
7:00	107	450	160	581	126	524	146	571	116	398	122	534
7:15	116	435	137	552	126	506	136	569	97	389	145	554
7:30	115	428	150	534	132	477	146	561	78	380	124	530
7:45	112	418	134	516	140	426	143	552	107	393	143	534
8:00	92	412	131	498	108	376	144	536	107	384	142	507
8:15	109	429	119	481	97	363	128	527	88	364	121	463
8:30	105	419	132	484	81	376	137	537	91	370	128	463
8:45	106	433	116	459	90	398	127	512	98	378	116	445
9:00	109	445	114	464	95	417	135	503	87	391	98	447
9:15	99	466	122	490	110	424	138	478	94	391	121	471
9:30	119	484	107	495	103	422	112	450	99	413	110	478
9:45	118	483	121	526	109	448	118	447	111	430	118	485
10:00	130	488	140	537	102	479	110	455	87	442	122	492
10:15	117	476	127	518	108	511	110	487	116	484	128	493
10:30	118	504	138	497	129	522	109	495	116	498	117	499
10:45	123	453	132	442	140	535	126	507	123	512	125	493
11:00	118	330	121	376	134	538	142	484	129	537	123	464
11:15	145	212	106	303	119	534	118	454	130	547	134	471
11:30	67	151	83	279	142	529	121	448	130	547	111	443
11:45	0	192	66	276	143	524	103	479	148	534	96	446

1/14/2026

Machine Count Summary
Plantation Rd: N of Daniels Pkwy

Recorded: April 9-11, 2024

Daily			14,367				15,385				14,351	
PM Peak	15:00	720	1,257	547	16:00	720	1,278	558	14:45	718	1,228	515
AM Peak	6:45	504	1,068	597	7:00	538	1,095	571	7:15	547	1,027	554

PM Peak Average: 719 NB **AM Peak Average: 574 SB**

	April 9				April 10				April 11			
	NB		SB		NB		SB		NB		SB	
Time	15-min	Hourly	15-min	Hourly	15-min	Hourly	15-min	Hourly	15-min	Hourly	15-min	Hourly
12:00	0	320	48	305	130	537	112	498	139	527	130	461
12:15	84	433	82	363	114	549	112	483	130	547	106	439
12:30	108	498	80	386	137	572	152	495	117	541	114	443
12:45	128	561	95	421	156	579	122	459	141	590	111	431
13:00	113	560	106	427	142	559	97	435	159	602	108	427
13:15	149	603	105	478	137	568	124	491	124	606	110	444
13:30	171	597	115	487	144	577	116	489	166	651	102	472
13:45	127	591	101	491	136	617	98	484	153	657	107	478
14:00	156	638	157	508	151	623	153	511	163	664	125	499
14:15	143	675	114	475	146	633	122	488	169	682	138	500
14:30	165	701	119	490	184	649	111	485	172	702	108	494
14:45	174	702	118	514	142	656	125	495	160	718	128	510
15:00	193	720	124	508	161	678	130	502	181	712	126	495
15:15	169	706	129	536	162	710	119	529	189	684	132	506
15:30	166	695	143	547	191	718	121	553	188	657	124	515
15:45	192	711	112	546	164	714	132	557	154	657	113	502
16:00	179	664	152	530	193	720	157	558	153	635	137	495
16:15	158	645	140	475	170	675	143	496	162	621	141	452
16:30	182	622	142	445	187	644	125	461	188	561	111	416
16:45	145	537	96	418	170	622	133	442	132	479	106	403
17:00	160	515	97	403	148	576	95	398	139	451	94	368
17:15	135	474	110	376	139	525	108	384	102	378	105	341
17:30	97	443	115	325	165	476	106	348	106	372	98	301
17:45	123	455	81	266	124	405	89	305	104	349	71	246
18:00	119	405	70	241	97	368	81	273	66	320	67	230
18:15	104	358	59	224	90	359	72	247	96	321	65	205
18:30	109	319	56	218	94	352	63	238	83	295	43	167
18:45	73	278	56	205	87	332	57	242	75	275	55	155
19:00	72	267	53	176	88	311	55	246	67	255	42	134
19:15	65	246	53	162	83	271	63	230	70	252	27	119
19:30	68	232	43	135	74	244	67	199	63	221	31	115
19:45	62	207	27	118	66	225	61	155	55	191	34	97
20:00	51	176	39	119	48	192	39	112	64	174	27	73
20:15	51	153	26	90	56	178	32	88	39	144	23	55
20:30	43	128	26	72	55	147	23	71	33	128	13	44
20:45	31	110	28	62	33	122	18	61	38	119	10	42
21:00	28	99	10	40	34	107	15	58	34	111	9	46
21:15	26	86	8	38	25	96	15	54	23	94	12	53
21:30	25	74	16	37	30	81	13	49	24	77	11	46
21:45	20	58	6	26	18	69	15	42	30	66	14	39
22:00	15	45	8	24	23	65	11	35	17	50	16	29
22:15	14	37	7	23	10	50	10	30	6	43	5	18
22:30	9	30	5	20	18	51	6	25	13	41	4	16
22:45	7	33	4	17	14	38	8	23	14	32	4	13
23:00	7	33	7	16	8	28	6	18	10	25	5	13
23:15	7	26	4	9	11	20	5	12	4	15	3	8
23:30	12	19	2	5	5	9	4	7	4	11	1	5
23:45	7	7	3	3	4	4	3	3	7	7	4	4

National Data & Surveying Services

Intersection Turning Movement Count

Location: Plantation Rd & Arc Way/N Life Church Dwy
City: Fort Myers
Control: 2-Way Stop(EB/WB)

Project ID: 25-120526-001
Date: 11/9/2025

Data - Total

NS/EW Streets:	Plantation Rd				Plantation Rd				Arc Way/N Life Church Dwy				Arc Way/N Life Church Dwy				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
8:30 AM	2	60	0	0	16	63	4	0	0	2	1	0	0	0	0	0	148
8:45 AM	8	53	0	0	39	92	15	0	0	2	0	0	1	0	2	0	212
9:00 AM	2	79	0	0	23	73	15	0	1	2	0	0	0	0	0	0	195
9:15 AM	3	94	0	0	2	56	6	0	0	1	0	0	0	0	0	0	162
9:30 AM	2	68	0	0	3	64	1	0	1	0	1	0	0	1	0	0	141
9:45 AM	0	36	0	0	1	62	2	0	1	0	0	0	0	0	0	0	102
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	17	390	0	0	84	410	43	0	3	7	2	0	1	1	2	0	960
APPROACH %'s :	4.18%	95.82%	0.00%	0.00%	15.64%	76.35%	8.01%	0.00%	25.00%	58.33%	16.67%	0.00%	25.00%	25.00%	50.00%	0.00%	
PEAK HR :	08:30 AM - 09:30 AM																TOTAL
PEAK HR VOL :	15	286	0	0	80	284	40	0	1	7	1	0	1	0	2	0	717
PEAK HR FACTOR :	0.469	0.761	0.000	0.000	0.513	0.772	0.667	0.000	0.250	0.875	0.250	0.000	0.250	0.000	0.250	0.000	0.846
	0.776				0.692				0.750				0.250				

NS/EW Streets:	Plantation Rd				Plantation Rd				Arc Way/N Life Church Dwy				Arc Way/N Life Church Dwy				
NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
10:00 AM	0	41	0	0	4	78	0	0	0	1	1	0	0	0	0	0	125
10:15 AM	0	95	0	0	3	89	4	0	1	2	2	0	0	0	2	0	198
10:30 AM	3	72	0	0	9	118	9	0	13	0	6	0	2	2	9	0	243
10:45 AM	5	85	1	0	33	131	19	0	15	3	4	0	5	4	53	0	358
11:00 AM	2	66	0	0	23	82	25	0	2	1	2	0	1	3	6	0	213
11:15 AM	1	60	1	0	4	76	6	0	1	2	2	0	0	1	5	0	159
11:30 AM	2	65	0	0	2	56	1	0	1	0	1	0	0	0	0	0	128
11:45 AM	0	68	0	0	1	61	0	0	0	0	1	0	0	2	0	0	133
12:00 PM	1	127	0	0	0	78	0	0	1	0	0	0	0	0	2	0	209
12:15 PM	2	109	0	0	0	110	2	0	1	0	0	0	0	0	1	0	225
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	16	788	2	0	79	879	66	0	35	9	19	0	8	12	78	0	1991
APPROACH %'s :	1.99%	97.77%	0.25%	0.00%	7.71%	85.84%	6.45%	0.00%	55.56%	14.29%	30.16%	0.00%	8.16%	12.24%	79.59%	0.00%	
PEAK HR :	10:15 AM - 11:15 AM																TOTAL
PEAK HR VOL :	10	318	1	0	68	420	57	0	31	6	14	0	8	9	70	0	1012
PEAK HR FACTOR :	0.500	0.837	0.250	0.000	0.515	0.802	0.570	0.000	0.517	0.500	0.583	0.000	0.400	0.563	0.330	0.000	0.707
	0.866				0.745				0.580				0.351				

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

National Data & Surveying Services

Intersection Turning Movement Count

Location: Plantation Rd & Life Church Dwy
City: Fort Myers
Control: 1-Way Stop(WB)

Project ID: 25-120526-002
Date: 11/9/2025

Data - Total

NS/EW Streets:	Plantation Rd				Plantation Rd				Life Church Dwy				Life Church Dwy				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
8:30 AM	0	62	25	0	1	64	0	0	0	0	0	0	0	0	0	0	152
8:45 AM	0	63	26	0	1	92	0	0	0	0	0	0	0	0	0	0	182
9:00 AM	0	80	17	0	0	73	0	0	0	0	0	0	0	0	1	0	171
9:15 AM	0	96	3	0	0	55	0	0	0	0	0	0	0	0	0	0	154
9:30 AM	0	69	2	0	1	64	0	0	0	0	0	0	1	0	0	0	137
9:45 AM	0	36	1	0	0	63	0	0	0	0	0	0	1	0	0	0	101
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	406	74	0	3	411	0	0	0	0	0	0	2	0	1	0	897
APPROACH %'s :	0.00%	84.58%	15.42%	0.00%	0.72%	99.28%	0.00%	0.00%					66.67%	0.00%	33.33%	0.00%	
PEAK HR :	08:30 AM - 09:30 AM																TOTAL
PEAK HR VOL :	0	301	71	0	2	284	0	0	0	0	0	0	0	0	1	0	659
PEAK HR FACTOR :	0.000	0.784	0.683	0.000	0.500	0.772	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.905
		0.939				0.769								0.250			

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
10:00 AM	0	41	0	0	0	79	0	0	0	0	0	0	1	0	0	0	121
10:15 AM	0	94	1	0	0	89	0	0	0	0	0	0	2	0	1	0	187
10:30 AM	0	73	10	0	0	121	0	0	0	0	0	0	11	0	3	0	218
10:45 AM	0	82	26	0	2	145	0	0	0	0	0	0	45	0	8	0	308
11:00 AM	0	67	11	0	0	85	0	0	0	0	0	0	8	0	1	0	172
11:15 AM	0	61	4	0	2	76	0	0	0	0	0	0	1	0	1	0	145
11:30 AM	0	70	1	0	0	57	0	0	0	0	0	0	2	0	0	0	130
11:45 AM	0	65	0	0	0	62	0	0	0	0	0	0	2	0	0	0	129
12:00 PM	0	127	1	0	0	76	0	0	0	0	0	0	1	0	1	0	206
12:15 PM	0	111	0	0	0	112	0	0	0	0	0	0	1	0	1	0	225
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	791	54	0	4	902	0	0	0	0	0	0	74	0	16	0	1841
APPROACH %'s :	0.00%	93.61%	6.39%	0.00%	0.44%	99.56%	0.00%	0.00%					82.22%	0.00%	17.78%	0.00%	
PEAK HR :	10:15 AM - 11:15 AM																TOTAL
PEAK HR VOL :	0	316	48	0	2	440	0	0	0	0	0	0	66	0	13	0	885
PEAK HR FACTOR :	0.000	0.840	0.462	0.000	0.250	0.759	0.000	0.000	0.000	0.000	0.000	0.000	0.367	0.000	0.406	0.000	0.718
		0.843				0.752								0.373			

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

National Data & Surveying Services

Intersection Turning Movement Count

Location: Plantation Rd & Crystal Dr
City: Fort Myers
Control: 3-Way Yield(NB/SB/EB)

Project ID: 25-120557-002
Date: 12/4/2025

Data - Total

NS/EW Streets:	Plantation Rd				Plantation Rd				Crystal Dr				Crystal Dr				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
7:00 AM	37	75	0	1	0	110	69	0	33	0	32	0	0	0	0	0	357
7:15 AM	50	89	0	0	0	105	84	0	43	0	17	0	0	0	0	0	388
7:30 AM	53	123	0	0	0	164	85	0	38	0	20	0	0	0	0	0	483
7:45 AM	39	99	0	0	0	165	80	0	59	0	40	0	0	0	0	0	482
8:00 AM	30	91	0	0	0	128	83	0	42	0	45	0	0	0	0	0	419
8:15 AM	25	83	0	0	0	135	63	0	46	0	48	0	0	0	0	0	400
8:30 AM	27	86	0	0	0	141	71	0	28	0	52	0	0	0	0	0	405
8:45 AM	31	93	0	1	0	129	70	0	33	0	47	0	0	0	0	0	404
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	292	739	0	2	0	1077	605	0	322	0	301	0	0	0	0	0	3338
APPROACH %'s :	28.27%	71.54%	0.00%	0.19%	0.00%	64.03%	35.97%	0.00%	51.69%	0.00%	48.31%	0.00%					
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	147	396	0	0	0	592	311	0	185	0	153	0	0	0	0	0	1784
PEAK HR FACTOR :	0.693	0.805	0.000	0.000	0.000	0.897	0.915	0.000	0.784	0.000	0.797	0.000	0.000	0.000	0.000	0.000	0.923
		0.771				0.907				0.854							
% Heavy Vehicles:	1.4%	4.5%	n/a	n/a	n/a	8.4%	6.8%	n/a	9.2%	n/a	3.9%	n/a	n/a	n/a	n/a	n/a	6.4%

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

National Data & Surveying Services

Intersection Turning Movement Count

Location: Plantation Rd & Arc Way/Life Church Dwy
City: Fort Myers
Control: 2-Way Stop(EB/WB)

Project ID: 25-120557-003
Date: 12/4/2025

Data - Total

NS/EW Streets:	Plantation Rd				Plantation Rd				Arc Way/Life Church Dwy				Arc Way/Life Church Dwy				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	6	98	0	0	1	173	10	0	1	0	2	0	2	0	0	0	293
7:15 AM	10	121	0	0	0	185	16	0	1	0	3	0	0	0	0	0	336
7:30 AM	11	144	0	0	0	240	12	0	6	0	4	0	0	0	0	0	417
7:45 AM	8	143	0	0	0	233	15	0	4	0	11	0	0	0	0	0	414
8:00 AM	8	126	0	0	0	214	12	0	2	0	5	0	0	0	0	0	367
8:15 AM	8	114	0	0	0	178	12	0	8	0	8	0	0	0	0	0	328
8:30 AM	3	119	0	0	0	193	6	0	9	0	15	0	0	0	0	0	345
8:45 AM	6	119	0	0	2	176	12	0	5	0	14	0	0	0	0	0	334
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	60	984	0	0	3	1592	95	0	36	0	62	0	2	0	0	0	2834
APPROACH %'s :	5.75%	94.25%	0.00%	0.00%	0.18%	94.20%	5.62%	0.00%	36.73%	0.00%	63.27%	0.00%	100.00%	0.00%	0.00%	0.00%	
PEAK HR :	07:15 AM - 08:15 AM																TOTAL
PEAK HR VOL :	37	534	0	0	0	872	55	0	13	0	23	0	0	0	0	0	1534
PEAK HR FACTOR :	0.841	0.927	0.000	0.000	0.000	0.908	0.859	0.000	0.542	0.000	0.523	0.000	0.000	0.000	0.000	0.000	0.920
		0.921				0.920				0.600							
%HV:	5.4%	6.9%	n/a	n/a	n/a	7.3%	12.7%	n/a	38.5%	n/a	26.1%	n/a	n/a	n/a	n/a	n/a	7.9%

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

National Data & Surveying Services

Intersection Turning Movement Count

Location: Plantation Rd & Idlewild St
City: Fort Myers
Control: Signalized

Project ID: 25-120557-004
Date: 12/4/2025

Data - Total

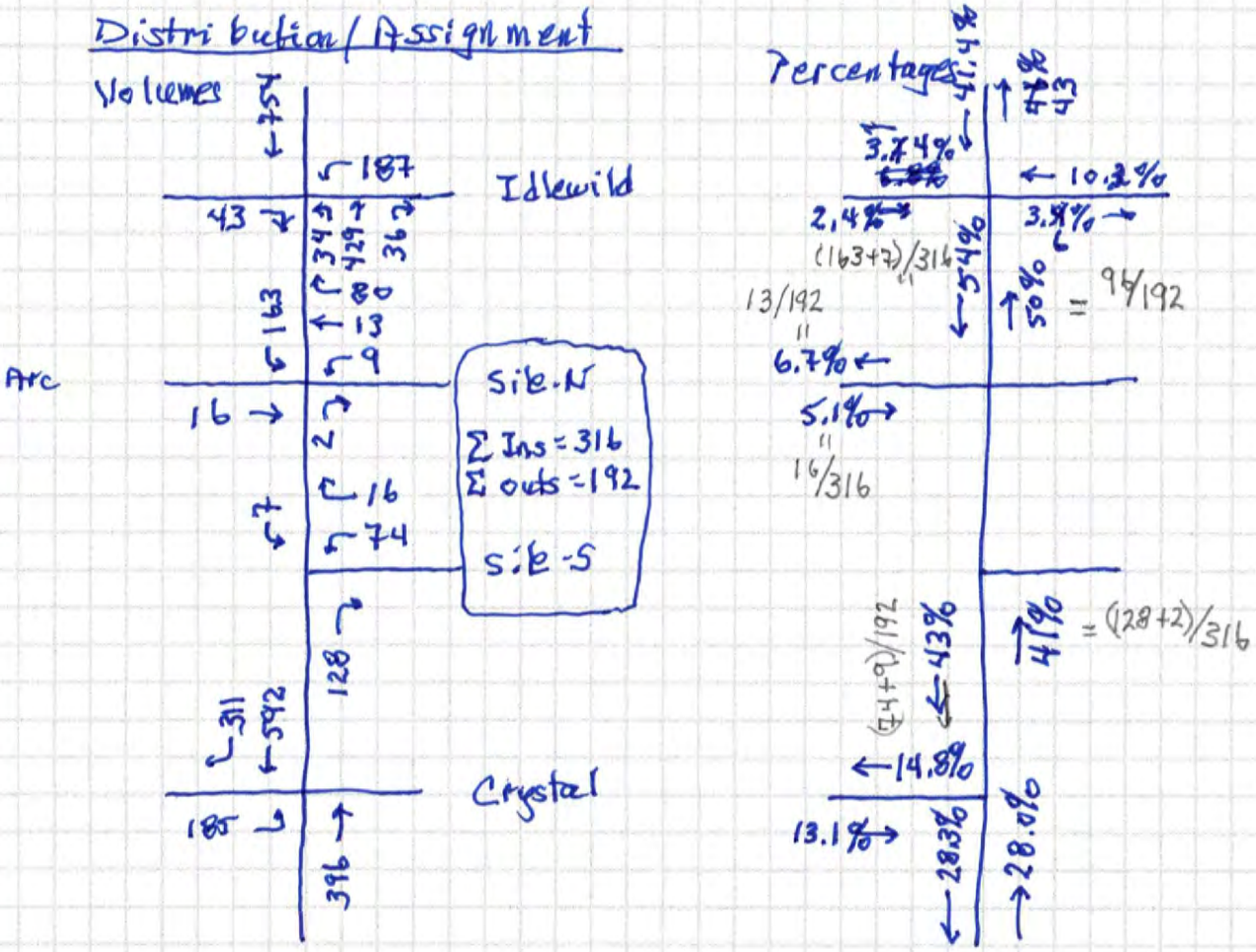
NS/EW Streets:	Plantation Rd				Plantation Rd				Idlewild St				Idlewild St				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0 NL	0 NT	0 NR	0 NU	0 SL	0 ST	0 SR	0 SU	0 EL	0 ET	0 ER	0 EU	0 WL	0 WT	0 WR	0 WU	TOTAL
7:00 AM	6	81	6	0	2	193	10	0	9	21	5	0	29	17	10	0	389
7:15 AM	5	111	4	0	9	163	16	0	17	10	6	0	30	30	6	0	407
7:30 AM	8	124	10	0	2	204	26	1	7	6	18	1	51	44	12	0	514
7:45 AM	9	118	9	0	7	179	16	0	13	8	14	0	59	33	24	0	489
8:00 AM	6	110	8	0	9	193	26	0	22	16	8	0	34	18	12	0	462
8:15 AM	11	77	9	0	6	178	14	0	9	17	3	0	43	32	9	0	408
8:30 AM	4	82	19	0	9	167	13	0	4	12	9	0	36	14	6	0	375
8:45 AM	2	83	13	0	4	196	16	1	5	19	5	0	25	10	5	0	384
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	51	786	78	0	48	1473	137	2	86	109	68	1	307	198	84	0	3428
APPROACH %'s :	5.57%	85.90%	8.52%	0.00%	2.89%	88.73%	8.25%	0.12%	32.58%	41.29%	25.76%	0.38%	52.12%	33.62%	14.26%	0.00%	
PEAK HR :	07:30 AM - 08:30 AM																TOTAL
PEAK HR VOL :	34	429	36	0	24	754	82	1	51	47	43	1	187	127	57	0	1873
PEAK HR FACTOR :	0.773	0.865	0.900	0.000	0.667	0.924	0.788	0.250	0.580	0.691	0.597	0.250	0.792	0.722	0.594	0.000	0.911
	0.879				0.924				0.772				0.800				
% Heavy Vehicles:	0.0%	7.7%	5.6%	n/a	4.2%	7.6%	1.2%	0.0%	3.9%	2.1%	9.3%	0.0%	1.6%	0.8%	1.8%	n/a	5.7%

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

W.E. OLIVER, P.E., LLC
P.O. Box 10367, Tampa, Florida 33679
(813) 748-9188 www.weo-pe.com

Project No:_____
Project Name/Task:_____
Date/Analyst:_____/_____

Distribution/Assignment



Appendix D

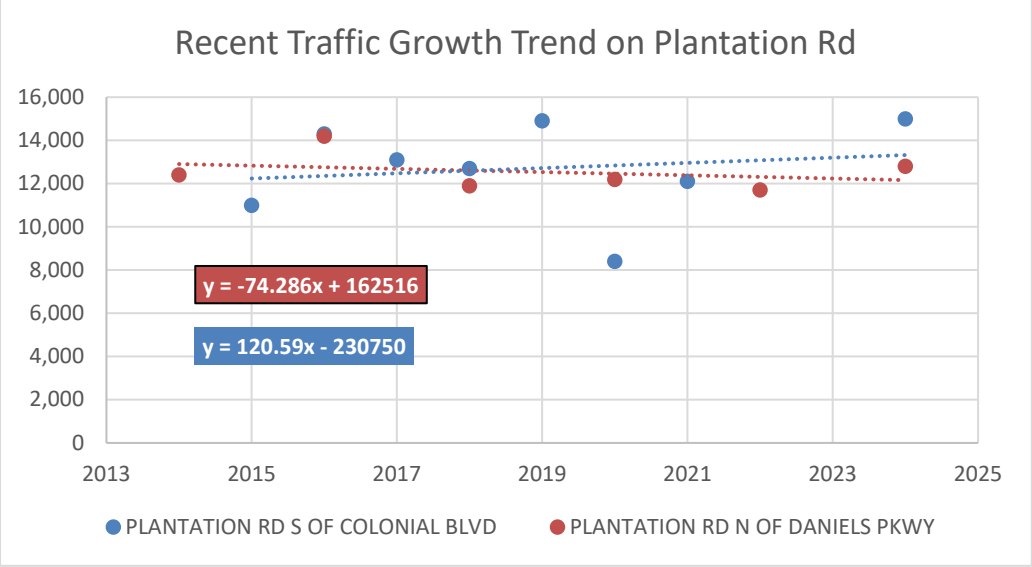
Growth Rate Worksheet

12/2/2025

Growth Rate Analysis

Data source: Lee County 2024 Data Counts.xlsx

PLANTATION RD			
S OF COLONIAL BLVD Station 328		N OF DANIELS PKWY Station 370	
Year	AADT	Year	AADT
2015	11000	2014	12400
2016	14300	2016	14200
2017	13100	2018	11900
2018	12700	2020	12200
2019	14900	2022	11700
2020	8400	2024	12800
2021	12100		
2024	15000		
x coef:	120.59		-74.286
Growth Rate:	**0.80%**		**-0.58%**



Appendix E

Site Access Volumes Worksheets

Location: Plantation Rd & Arc Way/N Life Church Dwy

Sunday Volumes

Project ID: 25-120526-001

Control: 2-Way Stop(WB)

Date: 11/9/2025

Data - Total

EW Streets:	Plantation Rd				Plantation Rd				Arc Way/N Life Church Dwy				Arc Way/N Life Church Dwy					
	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND					Total
AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL	Hourly
8:30 AM	0	62	25	0	1	64	0	0	0	0	0	0	0	0	0	0	152	659
8:45 AM	0	63	26	0	1	92	0	0	0	0	0	0	0	0	0	0	182	644
9:00 AM	0	80	17	0	0	73	0	0	0	0	0	0	0	0	1	0	171	563
9:15 AM	0	96	3	0	0	55	0	0	0	0	0	0	0	0	0	0	154	513
9:30 AM	0	69	2	0	1	64	0	0	0	0	0	0	1	0	0	0	137	546
9:45 AM	0	36	1	0	0	63	0	0	0	0	0	0	1	0	0	0	101	627
10:00 AM	0	41	0	0	0	79	0	0	0	0	0	0	1	0	0	0	121	834
10:15 AM	0	94	1	0	0	89	0	0	0	0	0	0	2	0	1	0	187	885
10:30 AM	0	73	10	0	0	121	0	0	0	0	0	0	11	0	3	0	218	843
10:45 AM	0	82	26	0	2	145	0	0	0	0	0	0	45	0	8	0	308	755
11:00 AM	0	67	11	0	0	85	0	0	0	0	0	0	8	0	1	0	172	576
11:15 AM	0	61	4	0	2	76	0	0	0	0	0	0	1	0	1	0	145	610
11:30 AM	0	70	1	0	0	57	0	0	0	0	0	0	2	0	0	0	130	690
11:45 AM	0	65	0	0	0	62	0	0	0	0	0	0	2	0	0	0	129	
12:00 PM	0	127	1	0	0	76	0	0	0	0	0	0	1	0	1	0	206	
12:15 PM	0	111	0	0	0	112	0	0	0	0	0	0	1	0	1	0	225	

Existing Sunday Peak Volumes

10:15 AM	0	94	1	0	0	89	0	0	0	0	0	0	2	0	1	0	187
10:30 AM	0	73	10	0	0	121	0	0	0	0	0	0	11	0	3	0	218
10:45 AM	0	82	26	0	2	145	0	0	0	0	0	0	45	0	8	0	308
11:00 AM	0	67	11	0	0	85	0	0	0	0	0	0	8	0	1	0	172
																Total:	**885**

Background Growth: 5 Years 0.01 Growth Rate

10:15 AM	0	5	0	0	0	5	0	0	0	0	0	0	0	0	0	0	10
10:30 AM	0	4	1	0	0	6	0	0	0	0	0	0	1	0	0	0	12
10:45 AM	0	4	1	0	0	7	0	0	0	0	0	0	2	0	0	0	14
11:00 AM	0	3	1	0	0	4	0	0	0	0	0	0	0	0	0	0	8
																Total:	**44**

Church Volumes:

10:15 AM	0	0	16	0	1	3	0	0	0	0	0	0	22	0	5	0	47
10:30 AM	0	1	55	0	3	11	0	0	0	0	0	0	92	0	20	0	182
10:45 AM	0	0	29	0	2	2	0	0	0	0	0	0	15	0	3	0	51
11:00 AM	0	0	11	0	1	1	0	0	0	0	0	0	6	0	1	0	20
																Total:	**300**

Total Volumes:

10:15 AM	0	99	17	0	1	97	0	0	0	0	0	0	24	0	6	0	244
10:30 AM	0	78	66	0	3	138	0	0	0	0	0	0	104	0	23	0	412
10:45 AM	0	86	56	0	4	154	0	0	0	0	0	0	62	0	11	0	373
11:00 AM	0	70	23	0	1	90	0	0	0	0	0	0	14	0	2	0	200
																Total:	**1229**

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

Location: Plantation Rd & Arc Way/N Life Church Dwy

City: Fort Myers

Control: 2-Way Stop(EB/WB)

Sunday Volumes

Project ID: 25-120526-001

Date: 11/9/2025

Data - Total

EW Streets:	Plantation Rd				Plantation Rd				Arc Way/N Life Church Dwy				Arc Way/N Life Church Dwy					
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND					Total
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL	Hourly
8:30 AM	2	60	0	0	16	63	4	0	0	2	1	0	0	0	0	0	148	717
8:45 AM	8	53	0	0	39	92	15	0	0	2	0	0	1	0	2	0	212	710
9:00 AM	2	79	0	0	23	73	15	0	1	2	0	0	0	0	0	0	195	600
9:15 AM	3	94	0	0	2	56	6	0	0	1	0	0	0	0	0	0	162	530
9:30 AM	2	68	0	0	3	64	1	0	1	0	1	0	0	1	0	0	141	566
9:45 AM	0	36	0	0	1	62	2	0	1	0	0	0	0	0	0	0	102	668
10:00 AM	0	41	0	0	4	78	0	0	0	1	1	0	0	0	0	0	125	924
10:15 AM	0	95	0	0	3	89	4	0	1	2	2	0	0	0	2	0	198	1012
10:30 AM	3	72	0	0	9	118	9	0	13	0	6	0	2	2	9	0	243	973
10:45 AM	5	85	1	0	33	131	19	0	15	3	4	0	5	4	53	0	358	858
11:00 AM	2	66	0	0	23	82	25	0	2	1	2	0	1	3	6	0	213	633
11:15 AM	1	60	1	0	4	76	6	0	1	2	2	0	0	1	5	0	159	629
11:30 AM	2	65	0	0	2	56	1	0	1	0	1	0	0	0	0	0	128	695
11:45 AM	0	68	0	0	1	61	0	0	0	0	1	0	0	2	0	0	133	
12:00 PM	1	127	0	0	0	78	0	0	1	0	0	0	0	0	2	0	209	
12:15 PM	2	109	0	0	0	110	2	0	1	0	0	0	0	0	1	0	225	

Existing Sunday Peak Volumes

10:15 AM	0	95	0	0	3	89	4	0	1	2	2	0	0	0	2	0	198
10:30 AM	3	72	0	0	9	118	9	0	13	0	6	0	2	2	9	0	243
10:45 AM	5	85	1	0	33	131	19	0	15	3	4	0	5	4	53	0	358
11:00 AM	2	66	0	0	23	82	25	0	2	1	2	0	1	3	6	0	213
																Total:	**1012**

Background Growth: 5 Years 0.01 Growth Rate

10:15 AM	0	5	0	0	0	5	0	0	0	0	0	0	0	0	0	0	10
10:30 AM	0	4	0	0	0	6	0	0	1	0	0	0	0	0	0	0	11
10:45 AM	0	4	0	0	2	7	1	0	1	0	0	0	0	0	3	0	18
11:00 AM	0	3	0	0	1	4	1	0	0	0	0	0	0	0	0	0	9
																Total:	**48**

Church Volumes:

10:15 AM	0	5	0	0	20	1	9	0	6	2	0	0	3	4	23	0	73
10:30 AM	0	20	0	0	70	3	20	0	4	7	0	0	11	16	100	0	251
10:45 AM	0	3	0	0	38	2	26	0	2	4	0	0	2	3	16	0	96
11:00 AM	0	1	0	0	14	1	6	0	2	1	0	0	1	1	7	0	34
																Total:	**454**

Total Volumes:

10:15 AM	0	105	0	0	23	95	13	0	7	4	2	0	3	4	25	0	281
10:30 AM	3	96	0	0	79	127	29	0	18	7	6	0	13	18	109	0	505
10:45 AM	5	92	1	0	73	140	46	0	18	7	4	0	7	7	72	0	472
11:00 AM	2	70	0	0	38	87	32	0	4	2	2	0	2	4	13	0	256
																Total:	**1514**

DCI2026-00005 Lee County DigEplan Original Application Dated 01-21-2026

Traffic Volume Work-up

Location: **Plantation Rd/South Site**
Date: 12/3/2025
Observer: National Data Services
Weather: Clear

	Northbound			Southbound			Eastbound			Westbound			
	L	T	R	L	T	R	L	T	R	L	T	R	Totals
7:00 AM		104			177								281
7:15 AM		131			188								319
7:30 AM		155			244								399
7:45 AM		151			244								395
8:00 AM		134			219								353
8:15 AM		122			186								308
8:30 AM		122			208								330
8:45 AM		125			190								315
Pk Hr Begins:													
7:15 AM	0	571	0	0	895	0	0	0	0	0	0	0	1,466

Seasonal Factor: 1.06 Week of Count: 49

100th HHr:	0	605	0	0	949	0	0	0	0	0	0	0	1,554
Ins:		605			949			0			0		
Outs:		605			949			0			0		

Background Volumes: Rate: 1.0% /yr Number of years: 5

7:00	0	116	0	0	197	0	0	0	0	0	0	0	313
7:15	0	146	0	0	209	0	0	0	0	0	0	0	355
7:30	0	173	0	0	272	0	0	0	0	0	0	0	445
7:45	0	168	0	0	272	0	0	0	0	0	0	0	440
8:00	0	149	0	0	244	0	0	0	0	0	0	0	393
8:15	0	136	0	0	207	0	0	0	0	0	0	0	343
8:30	0	136	0	0	232	0	0	0	0	0	0	0	368
8:45	0	139	0	0	212	0	0	0	0	0	0	0	351
Pk Hr Starts:	7:15		phf:	0.917									
Pk Hr Volumes:	**0**	**636**	**0**	**0**	**997**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,633**

School Trips: **A.M. Peak Hr Trip Gen:** **435** **D=** **0.57** **In** **Start Time:** **7:30**

% Assign:			41.1%	0.0%						42.7%			
Direction:			In	In						Out			
7:00	0	0	53	0	0	0	0	0	0	42	0	0	95
7:15	0	0	22	0	0	0	0	0	0	18	0	0	40
7:30	0	0	6	0	0	0	0	0	0	5	0	0	11
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Trips:

7:00	0	116	53	0	197	0	0	0	0	42	0	0	408
7:15	0	146	22	0	209	0	0	0	0	18	0	0	395
7:30	0	173	6	0	272	0	0	0	0	5	0	0	456
7:45	0	168	0	0	272	0	0	0	0	0	0	0	440
8:00	0	149	0	0	244	0	0	0	0	0	0	0	393
8:15	0	136	0	0	207	0	0	0	0	0	0	0	343
8:30	0	136	0	0	232	0	0	0	0	0	0	0	368
8:45	0	139	0	0	212	0	0	0	0	0	0	0	351
Pk Hr Starts:	7:00		phf:	0.931									
Pk Hr TVol:	**0**	**603**	**81**	**0**	**950**	**0**	**0**	**0**	**0**	**65**	**0**	**0**	**1,699**

Source: WEO, PE, LLC
C:\WEO-PE\Projects\159.01-Life Church\3. Analysis\Synchro\AM TMC Worksheets PHF.xlsm

W.E. Oliver, P.E., LLC
Traffic Engineering
Transportation Planning

Traffic Volume Work-up

Location: **Plantation Rd/Arc Way**
Date: 12/3/2025
Observer: National Data Services
Weather: Clear

	Northbound			Southbound			Eastbound			Westbound			
	L	T	R	L	T	R	L	T	R	L	T	R	Totals
7:00 AM	6	98	0	1	173	10	1	0	2	2	0	0	293
7:15 AM	10	121	0	0	185	16	1	0	3	0	0	0	336
7:30 AM	11	144	0	0	240	12	6	0	4	0	0	0	417
7:45 AM	8	143	0	0	233	15	4	0	11	0	0	0	414
8:00 AM	8	126	0	0	214	12	2	0	5	0	0	0	367
8:15 AM	8	114	0	0	178	12	8	0	8	0	0	0	328
8:30 AM	3	119	0	0	193	6	9	0	15	0	0	0	345
8:45 AM	6	119	0	2	176	12	5	0	14	0	0	0	334
Pk Hr Begins:													
7:15 AM	37	534	0	0	872	55	13	0	23	0	0	0	1,534

Seasonal Factor: 1.06 Week of Count: 49

100th HHr:	39	566	0	0	924	58	14	0	24	0	0	0	1,626
Ins:		605			983			38			0		
Outs:		580			949			0			98		

Background Volumes: 1.0% Number of years: 5

7:00	7	109	0	1	193	11	1	0	2	2	0	0	326
7:15	11	135	0	0	206	18	1	0	3	0	0	0	374
7:30	12	160	0	0	267	13	7	0	4	0	0	0	463
7:45	9	159	0	0	260	17	4	0	12	0	0	0	461
8:00	9	140	0	0	238	13	2	0	6	0	0	0	408
8:15	9	127	0	0	198	13	9	0	9	0	0	0	365
8:30	3	133	0	0	215	7	10	0	17	0	0	0	385
8:45	7	133	0	2	196	13	6	0	16	0	0	0	373
Pk Hr Starts:	7:15	phf:	0.921										
Pk Hr Volumes:	**41**	**594**	**0**	**0**	**971**	**61**	**14**	**0**	**25**	**0**	**0**	**0**	**1,706**

School Trips: **A.M. Peak Hr Trip Gen:** **435** **D=** **0.57** **In** **Start Time:** **7:30**

% Assign:				53.8%				5.1%			6.8%	50.0%	
Direction:				In				In			Out	Out	
7:00	0	0	0	69	0	0	0	7	0	0	7	49	132
7:15	0	0	0	29	0	0	0	3	0	0	3	21	56
7:30	0	0	0	8	0	0	0	1	0	0	1	6	16
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Trips:

7:00	7	109	0	70	193	11	1	7	2	2	7	49	458
7:15	11	135	0	29	206	18	1	3	3	0	3	21	430
7:30	12	160	0	8	267	13	7	1	4	0	1	6	479
7:45	9	159	0	0	260	17	4	0	12	0	0	0	461
8:00	9	140	0	0	238	13	2	0	6	0	0	0	408
8:15	9	127	0	0	198	13	9	0	9	0	0	0	365
8:30	3	133	0	0	215	7	10	0	17	0	0	0	385
8:45	7	133	0	2	196	13	6	0	16	0	0	0	373
Pk Hr Starts:	7:00	phf:	0.954										
Pk Hr TVol:	**39**	**563**	**0**	**107**	**926**	**59**	**13**	**11**	**21**	**2**	**11**	**76**	**1,828**

Source: WEO, PE, LLC
C:\WEO-PE\Projects\159.01-Life Church\3. Analysis\Synchro\AM TMC Worksheets PHF.xlsm

W.E. Oliver, P.E., LLC
Traffic Engineering
Transportation Planning

Appendix F

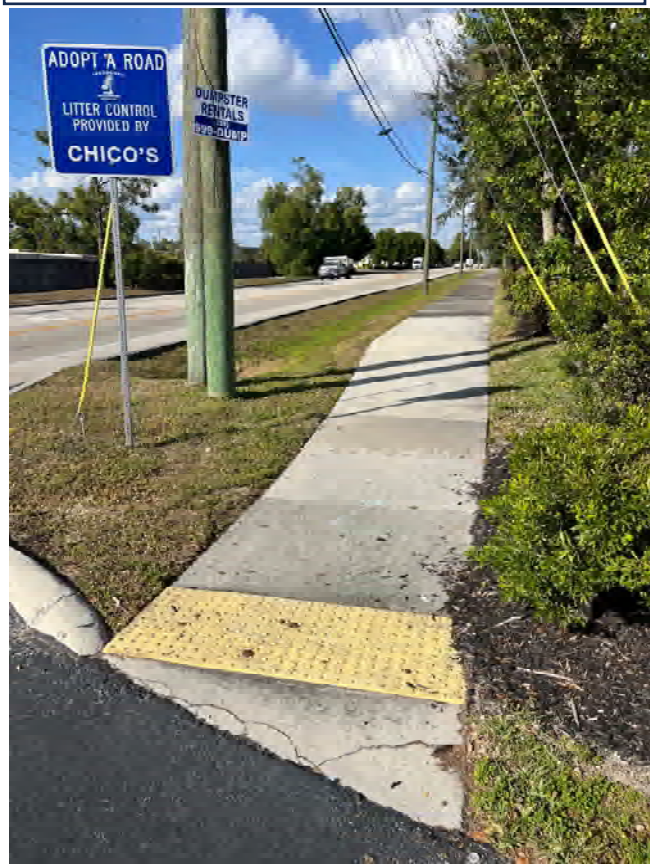
Access Analysis Worksheets



W.E. Oliver, P.E., LLC
Traffic Engineering
Transportation Planning

Figure F-1
Required Sight Distances

North Driveway Looking North



North Driveway Looking South



South Driveway Looking North



South Driveway Looking South




Class
Access Road
Local Street
Major Collector
0
.015
.03
.045
Miles

1/14/2026

Sunday Mid-Morning 95th %-ile Queues

	North Drive			South Drive
	SBL	WB LTR	EB LTR	WB LR
10:00	0.0	0.0	0.0	0.0
10:02	0.0	0.9	0.0	0.9
10:04	0.0	0.0	0.9	0.0
10:06	0.0	0.9	0.0	0.0
10:08	0.0	0.9	0.0	0.9
10:10	0.0	0.0	0.9	0.0
10:12	0.0	0.0	0.9	0.0
10:14	0.0	0.9	0.9	1.7
10:16	0.9	1.0	1.7	1.7
10:18	0.9	1.7	1.7	1.7
10:20	0.0	1.9	2.0	0.0
10:22	0.0	1.9	0.9	0.0
10:24	0.9	0.9	0.9	0.9
10:26	0.9	0.9	0.9	0.9
10:28	0.9	1.7	1.0	1.0
10:30	1.7	3.6	2.9	2.0
10:32	0.9	7.7	4.0	4.9
10:34	1.7	6.6	2.6	3.6
10:36	0.9	3.6	2.7	4.3
10:38	0.9	5.0	2.0	1.9
10:40	0.0	2.9	1.7	2.9
10:42	0.9	3.0	3.4	1.9
10:44	3.4	13.7	4.0	9.9
10:46	1.9	21.0	3.9	11.0
10:48	6.0	22.0	6.9	11.0
10:50	4.3	22.0	9.0	11.0
10:52	5.3	22.0	10.0	10.9
10:54	4.9	22.0	10.9	10.9
10:56	1.0	22.9	8.0	11.0
10:58	2.9	23.0	7.0	11.0
11:00	3.0	23.0	5.9	10.9
11:02	2.6	22.0	1.7	11.0
11:04	2.6	21.9	1.0	12.0
11:06	1.9	22.0	2.0	11.0
11:08	3.7	22.0	2.0	11.0
11:10	1.7	23.0	1.0	10.9
11:12	2.7	23.0	1.9	11.0
11:14	1.7	23.0	1.9	9.7
11:16	0.0	22.0	1.0	1.9
11:18	0.0	21.9	0.9	1.0
11:20	0.0	20.9	1.0	0.9
11:22	0.0	21.7	0.9	0.9
11:24	0.9	8.6	1.7	1.0
11:26	0.0	0.9	0.9	0.9
11:28	0.9	1.7	0.9	1.0
11:30	0.0	0.0	0.9	0.0
11:32	0.9	0.0	0.9	0.0
11:34	0.0	0.9	0.0	0.9
11:36	0.9	0.9	0.9	0.0
11:38	0.0	0.0	0.9	0.9
11:40	0.0	0.0	0.0	0.0
11:42	0.0	0.9	0.9	0.9
11:44	0.0	0.0	0.9	0.9

C:\WEO-PE\Projects\159.01-Life Church\3. Analysis\TM\Sunday\Sunday Lane Queue by Intersection Graphs 20260114.xlsx
Source: W.E. Oliver, P.E., LLC


Class
Access Road
Local Street
Major Collector
0
.03
.06
.09
Miles

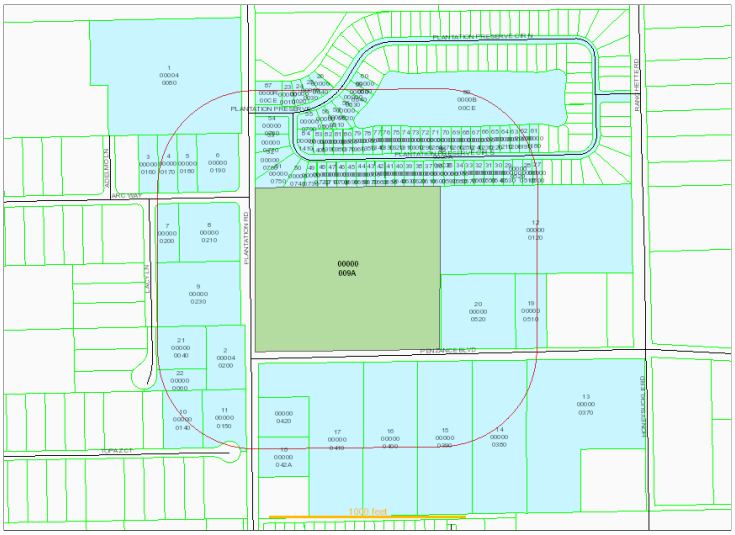
12/30/2025

Weekday A.M. Queues (350 Students, 7:30 Start)

	North Drive/Arc Way			South Drive
	95th %-ile Queue			95th %-ile Queue
Time	WB LTR	SB L	EB LTR	WB LR
7:00	3.85	0.85	1.85	4
7:02	13.95	2.85	3	7.85
7:04	19.85	10.1	4	7.85
7:06	20.85	8.55	4.7	8.85
7:08	21.7	7.55	5.85	8.7
7:10	22	2.85	4	9.4
7:12	18.55	1.7	2	11.95
7:14	22.85	5.4	2	13
7:16	22.7	1.85	2	14
7:18	19	1.7	1.85	12.85
7:20	15.85	0.85	1.7	12
7:22	14.85	1.7	3	7.85
7:24	10.7	0.85	1	4
7:26	6.85	2.55	1.85	2
7:28	6.85	1.85	2.7	2
7:30	3	0.85	2.85	2.85
7:32	4.85	0.85	4.85	1.85
7:34	3	0.85	4.85	1
7:36	2	1	3	2
7:38	3	0.85	3	1.7
7:40	1	2.55	2	1
7:42	1	0.85	5.85	2
7:44	1	0.85	5.85	1
7:46	1	1.7	7.85	0
7:48	0	0	6.7	0
7:50	0	0	3	0
7:52	0	0	2.85	0
7:54	0	0	4.7	0
7:56	0	0	5	0
7:58	0	0	3.85	0

C:\WEO-PE\Projects\159.01-Life Church\3. Analysis\TM\Full\Output\730_350 Students\Lane Queue by Intersection Interval Statistics.xlsx

Source: W.E. Oliver, P.E., LLC



Date of Report: January 20, 2026
Buffer Distance: 500 feet Rerun
Parcels Affected: 90
Subject Parcel: **07-45-25-08-00000.009A**

Click here to download the map image, mailing labels (Avery 5161) and CSV formatted information.

To change, add or remove subject parcels please change the parcel selection in GeoView

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
PLANTATION FORT MYERS RV LP 142 HAWLEY ST #3A GRAYSLAKE IL 60030	**07-45-25-00-00004.0080** 11560 PLANTATION RD FORT MYERS FL 33966	PARCEL IN SW 1/4 OF SECTION AS DESC OR 4478/4073	1
GO TO LEASING LLC 108 MEADOW RIDGE DR NICHOLASVILLE KY 40356	**07-45-25-00-00004.0200** 11850 PLANTATION RD FORT MYERS FL 33966	PARL IN S 1/2 OF SW 1/4 DESC OR 3102 PG 244	2
ISLEY LUCKOW II LLC 6391 ARC WAY FORT MYERS FL 33966	**07-45-25-03-00000.0160** 6391 ARC WAY FORT MYERS FL 33966	MID-METRO INDUSTRIAL PK PB 37 PG 71 LOT 16	3
LARRY R TURBEWILLE TRUST + 4504 WATERSCAPE LN FORT MYERS FL 33966	**07-45-25-03-00000.0170** 6411 ARC WAY FORT MYERS FL 33966	MID-METRO INDUSTRIAL PK PB 37 PG 71 LOT 17	4
HARVEST FIELD CHURCH MII INC 6431 ARC WAY FORT MYERS FL 33966	**07-45-25-03-00000.0180** 6431 ARC WAY FORT MYERS FL 33966	MID-METRO INDUSTRIAL PK PB 37 PG 71 LOT 18	5
DSI PROPERTY HOLDINGS LLC CHRISTOPHER VELDMAN 2400 WISCONSIN AVE DOWNERS GROVE IL 60515	**07-45-25-03-00000.0190** 6451 ARC WAY FORT MYERS FL 33966	MID-METRO INDUSTRIAL PK PB 37 PG 71 LOT 19	6
ADRIDAN INTERNATIONAL LLP 2823 SW 35TH LN CAPE CORAL FL 33914	**07-45-25-03-00000.0200** 6410 ARC WAY FORT MYERS FL 33966	MID-METRO INDUSTRIAL PK PB 37 PG 71 LOT 20	7
SAX WILLIAM L TR CHARLES F DEL VECCHIO 1001 SAWGRASS CORPORATE PKWY SUNRISE FL 33323	**07-45-25-03-00000.0210** 6430 ARC WAY FORT MYERS FL 33966	MID-METRO INDUSTRIAL PK PB 37 PG 71 LOTS 21 + 22	8
FLORIDA POWER & LIGHT COMPANY PROPERTY TAX-PSX-JB 700 UNIVERSE BLVD JUNO BEACH FL 33408	**07-45-25-03-00000.0230** 11801 LACY LN FORT MYERS FL 33966	MID-METRO INDUSTRIAL PK PB 37 PG 71 LOTS 23 THRU 25	9
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	**07-45-25-07-00000.0140** 6421-6441 TOPAZ CT FORT MYERS FL 33966	PYRAMID COMMERCIAL PARK PB 43 PG 84 LOTS 14 + 13	10
AGC PARTNERS 3614 W CYPRESS ST TAMPA FL 33607	**07-45-25-07-00000.0150** 6461 TOPAZ CT FORT MYERS FL 33966	PYRAMID COMMERCIAL PARK PB 43 PG 84 LOT 15	11
ZUBERI AMJAD & FARAH 11730 RANCHETTE RD FORT MYERS FL 33966	**07-45-25-08-00000.0120** 11730 RANCHETTE RD FORT MYERS FL 33966	PARL AS DESC OR 1412 PG 58 + INST #2012000206554	12
OHANLON KELLY I 6800 PENZANCE BLVD FORT MYERS FL 33966	**07-45-25-08-00000.0370** 6800 PENZANCE BLVD FORT MYERS FL 33966	FR SE COR SEC 7 RUN S 89-16-50W 1002.5 FT TO POB CONT S 89-16-50W 280 FT TH N00-04-11E 820.01 FT N89-16-50E 280 FT S00-04-11W 820.01 FT TO POB + PAR DESC IN OR 1705/556 LESS OR 4554/2101	13
CHAUDHARI BHAVANA & SURESH TR 6750 PENZANCE BLVD FORT MYERS FL 33966	**07-45-25-08-00000.0380** 6750 PENZANCE BLVD FORT MYERS FL 33966	PARL IN SE 1/4 AS DESC OR 1793/3042 LOT 38	14
FOUST CHRISTOPHER J SR & 4306 KERNEL CIR FORT MYERS FL 33916	**07-45-25-08-00000.0390** 6700 PENZANCE BLVD FORT MYERS FL 33966	FR SE COR TH W 1562.50 FT FOR POB TH CONT W 280 FT TH N 820.01 FT TH E 280 FT AKA LT 39 PINE RIDGE ESTATES UNREC	15
MONTGOMERY NEALE 6650 PENZANCE BLVD FORT MYERS FL 33966	**07-45-25-08-00000.0400** 6650 PENZANCE BLVD FORT MYERS FL 33966	BEG SE COR SEC 7 TH S 89 DEG 16 MIN 50 SEC W 1842.5 FT TO POB FM POB CONT S 89	16
APOSTOLIC PRAISE TABERNACLE IN PHIL LOCKE 18141 ROBERTS RD NORTH FORT MYERS FL 33917	**07-45-25-08-00000.0410** 11871 PLANTATION RD FORT MYERS FL 33966	BET AT SE COR SEC 7 + GO W ALG SEC LI 2122.5 FT + POB CONT W 280 FT TH N 820 FT + PARCEL DESC OR 3544/2574	17
CHURAMAN SUNIL & YVETTE M 11941 PLANTATION RD FORT MYERS FL 33966	**07-45-25-08-00000.042A** 11941 PLANTATION RD FORT MYERS FL 33966	PARL IN SW 1/4 OF SW 1/4 DESC IN OR 1731 PG 3529	18
ROBERTSON TIMOTHY G & 6791 PENZANCE BLVD FORT MYERS FL 33966	**07-45-25-08-00000.0510** 6791 PENZANCE BLVD FORT MYERS FL 33966	FRM NW COR OF NE 1/4 E 962.48 TH S 4049.83 E 540 TO POB THN S 413 W 160 N 414 E 160	19
TONEL DANILO J 12006 MACQUARIE WAY FORT MYERS FL 33913	**07-45-25-08-00000.0520** 6729 PENZANCE BLVD FORT MYERS FL 33966	FRM NW COR OF NE 1/4 E 962.48 TH S 4049.83 TO POB THN E 380 S 414 W 382.33 N 415.33	20
MANNE PROPERTIES INC 204 N TALLYHO LN HENDERSONVILLE NC 28791	**07-45-25-09-00000.0040** 11861 LACY LN FORT MYERS FL 33966	MID-METRO IND PK PH TWO PB 66 PG 43 LOTS 4 + 5	21
HERMITAGE FINANCIAL LLC 143 NAPA RIDGE WAY NAPLES FL 34119	**07-45-25-09-00000.0060** 11901 LACY LN FORT MYERS FL 33966	MID-METRO INDUSTRIAL PK PH TWO PB 66 PG 43 LOT 6	22
REDDY NALLU S TR 6503 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	**07-45-25-11-00000.0010** 6503 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 1	23

SERRANO NYDIA & JOSE 6505 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	**07-45-25-11-00000.0020** 6505 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 2	24
KREIS VEIKO & INGA 6511 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	**07-45-25-11-00000.0030** 6511 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 3	25
BONNER CHRISTOPHER W & 6517 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	**07-45-25-11-00000.0040** 6517 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 4	26
TERRY KURTIS + 11630 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0500** 11630 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 50	27
SAHAGIAN GANAN 11626 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0510** 11626 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 51	28
BARTLEY TERRI L + 11618 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0530** 11618 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 53	29
DAUGHERTY HEATHER A & KYLE 11614 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0540** 11614 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 54	30
JASPER RYAN + 11610 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0550** 11610 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 55	31
QADER FARID ABDEL 6584 PLANTATION PRESERVE N FORT MYERS FL 33966	**07-45-25-11-00000.0560** 11606 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 56	32
BUSBEE ANDREA D TR 11602 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0570** 11602 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 57	33
TORRES-GONZALEZ EMMA 11598 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0580** 11598 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 58	34
TRUE NORTH PROPERTY OWNER A LL PO BOX 4090 SCOTTSDALE AZ 85261	**07-45-25-11-00000.0590** 11594 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 59	35
QADAR MAZEN K ABDEL & 11590 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0600** 11590 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 60	36
SAVALAJKAR SUDHIR & VARSHA 11586 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	**07-45-25-11-00000.0610** 11586 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 61	37
ALBINO CATARINA & 11582 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0620** 11582 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 62	38
MASILOTTI WILLIAM J & 11578 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0630** 11578 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 63	39
TA LOAN T 11574 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0640** 11574 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 64	40
VELA JAMIE L + 11570 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0650** 11570 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 65	41
TIMM JOSEPH J & DENISE 11566 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0660** 11566 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 66	42
SERRANO MONICA & JOSE 11562 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0670** 11562 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 67	43
COURNOYER LENA M 11558 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0680** 11558 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 68	44
RAMSAWACK GOARDIA & JASODA 11554 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0690** 11554 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 69	45
MATTHEWS RACHEL TR 6709 WILLOW LAKE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0700** 11550 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 70	46
HERNANDEZ JAMIE L & LETICIA 11546 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0710** 11546 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 71	47
SUTERA JONATHAN P & MEGAN L 11542 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0720** 11542 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 72	48
TRANN CHHENG 11538 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	**07-45-25-11-00000.0730** 11538 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 73	49
VENEGAS JOSE R & 11532 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0740** 11532 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 74	50
WOLFF DAVID W & MARJORIE F 11526 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0750** 11526 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 75	51
GARCIA MARIA CRISTINA ANTONIO 11520 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0760** 11520 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 76	52
MAYO DESHONDA PO BOX 60886 FORT MYERS FL 33906	**07-45-25-11-00000.0770** 11512 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 77	53
VILELLA JOSUE & YLIANA + 11500 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0780** 11500 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 78	54
PATEL GAURANG & BINITA 11501 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.0790** 11501 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 79	55
PATTERSON-ANSLINGER GAYLE L 6510 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	**07-45-25-11-00000.0800** 6510 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 80	56
GARRETT SALLY A & 6514 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	**07-45-25-11-00000.0810** 6514 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PARL LOC IN THE N 1/2 OF SE 1/4 DESC OR 3661 PG 1157 AKA PROP LOT 81 PLANTATION PRESERVE	57
PESCITELLI ALBERT R & 12862 JULIP CT FORT MYERS FL 33966	**07-45-25-11-00000.0820** 6518 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PARL LOC IN THE N 1/2 OF SE 1/4 DESC OR 3661 PG 1157 AKA PROP LOT 82 PLANTATION PRESERVE	58
PATEL RAJANIKANT & 6524 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	**07-45-25-11-00000.0840** 6524 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 84	59
MATHEWS STANLEY & 6530 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	**07-45-25-11-00000.0850** 6530 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 85	60
TIMMER JEFFREY T & LINDA M 11629 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1180** 11629 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 118	61
NGUYEN KELLY HONG 11625 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1190** 11625 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 119	62

COCHRAN MARVIN E TR DARRELL COCHRAN 672 W REDBUD LN ATOKA OK 74525	**07-45-25-11-00000.1200** 11621 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 120	63
GARVIS MICHAEL J & LISA J 11617 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1210** 11617 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 121	64
DELL ISOLA ROGERT G JR & 11613 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1220** 11613 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 122	65
ERICKSON WILLIAM D & 11609 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1230** 11609 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 123	66
MILLION ANTHONY S & 11605 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1240** 11605 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 124	67
GARRETT ETHAN 11601 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1250** 11601 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 125	68
TORRES STEVEN J 11597 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1260** 11597 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 126	69
EGAN MICHAEL E & STELLA 11593 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	**07-45-25-11-00000.1270** 11593 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 127	70
CORCORAN JONATHAN & SABRENA 3895 5TH AVE SW NAPLES FL 34117	**07-45-25-11-00000.1280** 11589 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 128	71
MONTIEL DEBRA 11585 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	**07-45-25-11-00000.1290** 11585 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 129	72
BERGER RICHARD G & PAMELA 11581 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	**07-45-25-11-00000.1300** 11581 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 130	73
RAMNARINE KUAR N & CHANDRA 11577 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	**07-45-25-11-00000.1310** 11577 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 131	74
SUN PING & QIUXIA ZHAO 9170 RIVER OTTER DR FORT MYERS FL 33912	**07-45-25-11-00000.1320** 11573 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 132	75
HOANG HOA & TRAN MINA 11569 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1330** 11569 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 133	76
GINART RICARDO & MARIA F 11565 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1340** 11565 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 134	77
NOLEN JAMIE K & JODY L 11561 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1350** 11561 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 135	78
HAWKER SEAN E & KRISTIN A 11557 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1360** 11557 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 136	79
MITCHELL VINCENT O & 11553 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1370** 11553 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 137	80
HORTON ALLAN F 11549 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1380** 11549 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 138	81
REBOLLEDO JAVIER A + 11545 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1390** 11545 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 139	82
FUQUA TERESA K TR 11541 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1400** 11541 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 140	83
OLAVE CARLOS HECTOR 11521 PLANTATION PRESERVE CIR FORT MYERS FL 33966	**07-45-25-11-00000.1410** 11521 PLANTATION PRESERVE CIR S FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 LOT 141	84
PLANTATION PRESERVE P + M PROPERTY MGMT 14360 S TAMIAMI TRL #B FORT MYERS FL 33912	**07-45-25-11-0000A.00CE** RIGHT OF WAY FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 TRACT A	85
PLANTATION PRESERVE P + M PROPERTY MGMT 14360 S TAMIAMI TRL #B FORT MYERS FL 33912	**07-45-25-11-0000B.00CE** SUBMERGED FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 TRACT B	86
PLANTATION PRESERVE P + M PROPERTY MGMT 14360 S TAMIAMI TRL #B FORT MYERS FL 33912	**07-45-25-11-0000R.00CE** 6501 PLANTATION PRESERVE CIR N FORT MYERS FL 33966	PLANTATION PRESERVE PB 71 PGS 63-66 TRACT R	87

PLANTATION FORT MYERS RV LP
142 HAWLEY ST #3A
GRAYSLAKE IL 60030

GO TO LEASING LLC
108 MEADOW RIDGE DR
NICHOLASVILLE KY 40356

ISLEY LUCKOW II LLC
6391 ARC WAY
FORT MYERS FL 33966

LARRY R TURBEWILLE TRUST +
4504 WATERSCAPE LN
FORT MYERS FL 33966

HARVEST FIELD CHURCH MII INC
6431 ARC WAY
FORT MYERS FL 33966

DSI PROPERTY HOLDINGS LLC
CHRISTOPHER VELDMAN
2400 WISCONSIN AVE
DOWNERS GROVE IL 60515

ADRIDAN INTERNATIONAL LLP
2823 SW 35TH LN
CAPE CORAL FL 33914

SAX WILLIAM L TR
CHARLES F DEL VECCHIO
1001 SAWGRASS CORPORATE PKWY
SUNRISE FL 33323

FLORIDA POWER & LIGHT COMPANY
PROPERTY TAX-PSX-JB
700 UNIVERSE BLVD
JUNO BEACH FL 33408

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

AGC PARTNERS
3614 W CYPRESS ST
TAMPA FL 33607

ZUBERI AMJAD & FARAH
11730 RANCHETTE RD
FORT MYERS FL 33966

OHANLON KELLY I
6800 PENZANCE BLVD
FORT MYERS FL 33966

CHAUDHARI BHAVANA & SURESH TR
6750 PENZANCE BLVD
FORT MYERS FL 33966

FOUST CHRISTOPHER J SR &
4306 KERNEL CIR
FORT MYERS FL 33916

MONTGOMERY NEALE
6650 PENZANCE BLVD
FORT MYERS FL 33966

APOSTOLIC PRAISE TABERNACLE IN
PHIL LOCKE
18141 ROBERTS RD
NORTH FORT MYERS FL 33917

CHURAMAN SUNIL & YVETTE M
11941 PLANTATION RD
FORT MYERS FL 33966

ROBERTSON TIMOTHY G &
6791 PENZANCE BLVD
FORT MYERS FL 33966

TONEL DANILO J
12006 MACQUARIE WAY
FORT MYERS FL 33913

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MANNE PROPERTIES INC
204 N TALLYHO LN
HENDERSONVILLE NC 28791

HERMITAGE FINANCIAL LLC
143 NAPA RIDGE WAY
NAPLES FL 34119

REDDY NALLU S TR
6503 PLANTATION PRESERVE CIR N
FORT MYERS FL 33966

SERRANO NYDIA & JOSE
6505 PLANTATION PRESERVE CIR N
FORT MYERS FL 33966

KREIS VEIKO & INGA
6511 PLANTATION PRESERVE CIR N
FORT MYERS FL 33966

BONNER CHRISTOPHER W &
6517 PLANTATION PRESERVE CIR N
FORT MYERS FL 33966

TERRY KURTIS +
11630 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

SAHAGIAN GANAN
11626 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

BARTLEY TERRI L +
11618 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

DAUGHERTY HEATHER A & KYLE
11614 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

JASPER RYAN +
11610 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

QADER FARID ABDEL
6584 PLANTATION PRESERVE N
FORT MYERS FL 33966

BUSBEE ANDREA D TR
11602 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

TORRES-GONZALEZ EMMA
11598 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

TRUE NORTH PROPERTY OWNER A LL
PO BOX 4090
SCOTTSDALE AZ 85261

QADAR MAZEN K ABDEL &
11590 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

SAVALAJKAR SUDHIR & VARSHA
11586 PLANTATION PRESERVE CIR S
FORT MYERS FL 33966

ALBINO CATARINA &
11582 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

MASILOTTI WILLIAM J &
11578 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

TA LOAN T
11574 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

VELA JAMIE L +
11570 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

TIMM JOSEPH J & DENISE
11566 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

SERRANO MONICA & JOSE
11562 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

COURNOYER LENA M
11558 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

RAMSAWACK GOARDIA & JASODA
11554 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

MATTHEWS RACHEL TR
6709 WILLOW LAKE CIR
FORT MYERS FL 33966

HERNANDEZ JAMIE L & LETICIA
11546 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

SUTERA JONATHAN P & MEGAN L
11542 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

TRANN CHHENG
11538 PLANTATION PRESERVE CIR S
FORT MYERS FL 33966

VENEGAS JOSE R &
11532 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

WOLFF DAVID W & MARJORIE F
11526 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

GARCIA MARIA CRISTINA ANTONIO
11520 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

MAYO DESHONDA
PO BOX 60886
FORT MYERS FL 33906

VILELLA JOSUE & YLIANA +
11500 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

PATEL GAURANG & BINITA
11501 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

PATTERSON-ANSLINGER GAYLE L
6510 PLANTATION PRESERVE CIR N
FORT MYERS FL 33966

GARRETT SALLY A &
6514 PLANTATION PRESERVE CIR N
FORT MYERS FL 33966

PESCITELLI ALBERT R &
12862 JULIP CT
FORT MYERS FL 33966

PATEL RAJANIKANT &
6524 PLANTATION PRESERVE CIR N
FORT MYERS FL 33966

MATHEWS STANLEY &
6530 PLANTATION PRESERVE CIR N
FORT MYERS FL 33966

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TIMMER JEFFREY T & LINDA M
11629 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

NGUYEN KELLY HONG
11625 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

COCHRAN MARVIN E TR
DARRELL COCHRAN
672 W REDBUD LN
ATOKA OK 74525

GARVIS MICHAEL J & LISA J
11617 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

DELL ISOLA ROGERT G JR &
11613 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

ERICKSON WILLIAM D &
11609 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

MILLION ANTHONY S &
11605 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

GARRETT ETHAN
11601 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

TORRES STEVEN J
11597 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

EGAN MICHAEL E & STELLA
11593 PLANTATION PRESERVE CIR S
FORT MYERS FL 33966

CORCORAN JONATHAN & SABRENA
3895 5TH AVE SW
NAPLES FL 34117

MONTIEL DEBRA
11585 PLANTATION PRESERVE CIR S
FORT MYERS FL 33966

BERGER RICHARD G & PAMELA
11581 PLANTATION PRESERVE CIR S
FORT MYERS FL 33966

RAMNARINE KUAR N & CHANDRA
11577 PLANTATION PRESERVE CIR S
FORT MYERS FL 33966

SUN PING & QIUXIA ZHAO
9170 RIVER OTTER DR
FORT MYERS FL 33912

HOANG HOA & TRAN MINA
11569 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

GINART RICARDO & MARIA F
11565 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

NOLEN JAMIE K & JODY L
11561 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

HAWKER SEAN E & KRISTIN A
11557 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

MITCHELL VINCENT O &
11553 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

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HORTON ALLAN F
11549 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

REBOLLEDO JAVIER A +
11545 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

FUQUA TERESA K TR
11541 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

OLAVE CARLOS HECTOR
11521 PLANTATION PRESERVE CIR
FORT MYERS FL 33966

PLANTATION PRESERVE
P + M PROPERTY MGMT
14360 S TAMIAMI TRL #B
FORT MYERS FL 33912

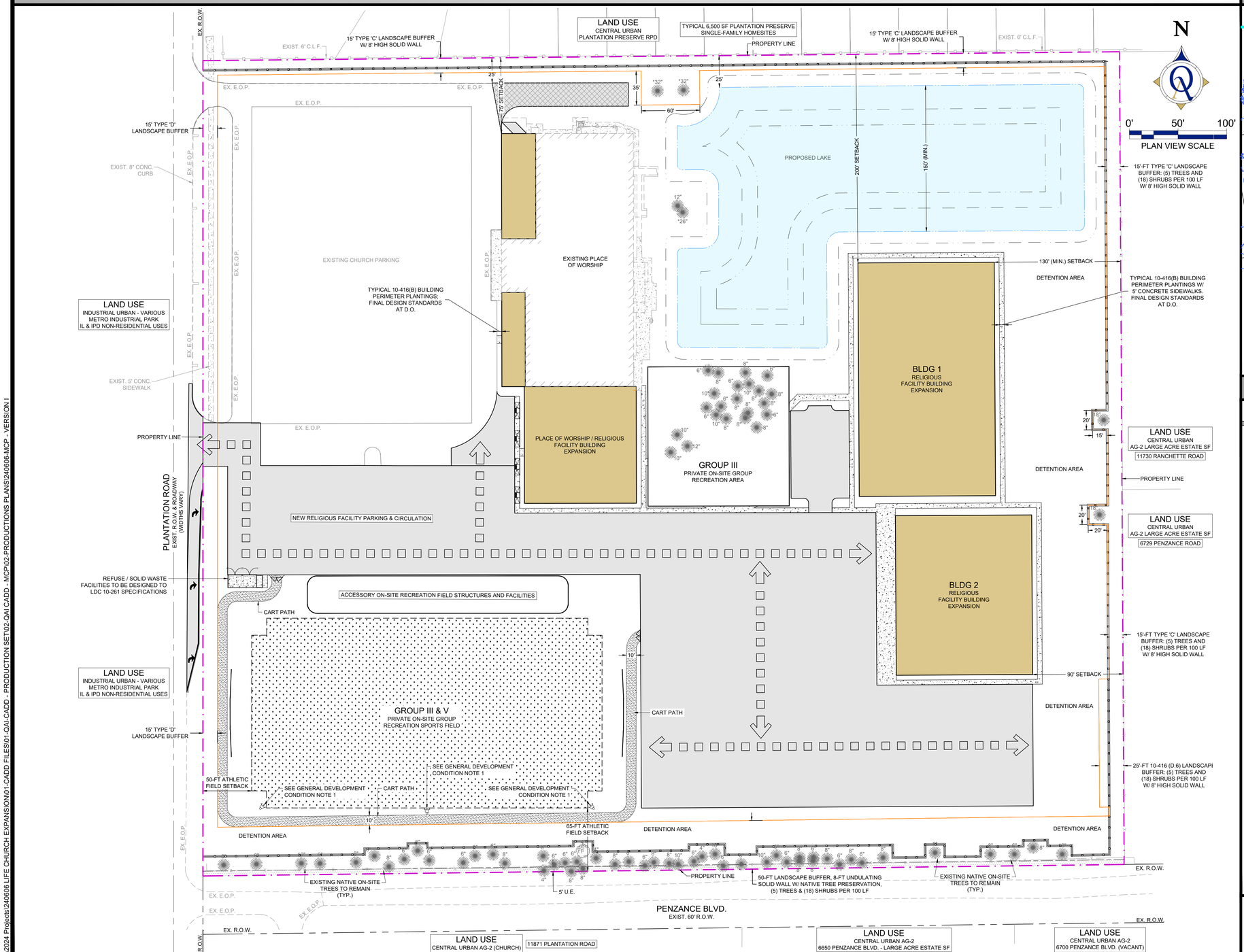
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P + M PROPERTY MGMT
14360 S TAMIAMI TRL #B
FORT MYERS FL 33912

PLANTATION PRESERVE
P + M PROPERTY MGMT
14360 S TAMIAMI TRL #B
FORT MYERS FL 33912

NEW LIFE CHURCH CFPD

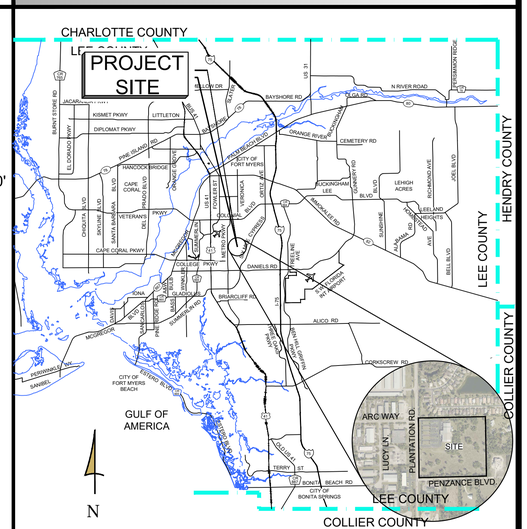
LOCATED IN SECTION 07, TOWNSHIP 45-S, RANGE 25-E, LEE COUNTY, FLORIDA

StuartandAssociates, Inc. 11860 Island Ave. Matlacha, FL, FL 33993
Greg@Stuarturbandesign.com www.stuarturbandesign.com (239) 677-6126



P:\2024 Projects\240606 LIFE CHURCH EXPANSION\01-CADD FILES\01-QAI-CADD - PRODUCTION SET\02-QAI CADD - MCP\02-PRODUCTIONS PLANS\240606-MCP - VERSION I

MASTER CONCEPT PLAN



LOCATION MAP

(NOT TO SCALE)

PROJECT SUMMARY:

Site Area: 18.13 ac
Future Land Use: Central Urban
Existing/Proposed Zoning: AG-2/Community Facilities Planned Development
Zoning Request: CFPD for Religious Facility Campus w./Onsite Recreational Facilities, Groups III and V; total intensity @ 140,000 sf
Phasing: To Be Determined
Flood Zone: X
Utilities: LCU

Development Standards:
Min. Lot Area _ 2 ac.
Min. Lot Width _ 100-ft
Min. Lot Depth _ 100-ft
Height _ 45-ft
Building Coverage _ 40%
Front Yard/Road Setback _ 25-ft
Side Yard Setback _ Min. 20-ft
Side Yard Setback Bldg. A _ 75-ft
Rear Yard Setback _ 20-ft
Water Body Setback _ 25-ft
Rear Yard Setback Bldg. 1 _ 130-ft
Rear Yard Setback Bldg. 2 _ 90-ft
Parking & Circulation Setback _ 25-ft.
General Open Space Required 30% _ 5.43 ac.
Open Space Provided _
- Drainage Lake - 1.36 ac.
- Dry Detention Basin - 0.63 ac.
- Onsite Recreation - 1.62 ac.
- Buffers/Other - 2.1 ac.

Total Provided Open Space - 5.71 ac.
Native Open _
See MCP For Tree Preservation
- Existing Native Tree Area - 0.93 ac.
- Proposed Native Tree Preservation - 0.57 ac/61%

Parking _ As per LDC Division 26 & 34-2052 (a, b & c).

CONDITION 1 General Development Sports Field Special Performance Standards:

1 Group V Recreation Sports Field Performance Standards and Conditions _
- (a) Sports Field Operation Hours: 7:00 am to 10:00pm.
- (b) Sports Field Noise Levels: To be consistent and compliant with the Lee Co. Noise Ordinance and LDC 19-151.
- (c) Outside Audio System: The public address (PA) system and all ancillary audio systems shall be designed to be compliant with the Lee Co. Noise Ordinance and LDC 19-151. The public address (PA) system and ancillary audio system shall be designed as a distributed system type, not a single-point end zone type. The PA system shall feature directional orientation that disperses the sound downward towards the field of play and north away from Penzance Road. The public address (PA) system and any ancillary audio system must contain an audio mixer with a compression system retractor that will automatically reduce the sound levels to ensure compliance with the Lee Co. Noise Ordinance. Prior to the issuance of the subject Certificate of Compliance the Developer must provide certification by an audio specialist that has examined the system and that the system is designed and installed so as to control the sound to conform to the Lee Co. Noise Ordinance.
- (d) Any non-athletic Sports Field entertainment special events must obtain a Lee County temporary use special event permit. The applicant must submit an appropriate plan for the control of sound as part of the application.
- (e) Outside Sports Field Lighting shall comply with 34-625(d) High Activity Use standards, at 1.2 min. Initial Actual Foot candles and 4:1 Initial Uniformity Average. All light/audio poles are to be located no further south within the site interior between the proposed cart path and sports field, and with shielded fixtures oriented downward and north away from Penzance Road.

Quattrone & Associates, Inc.
Engineers, Planners & Development Consultants