



CHARLOTTE COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

FINAL PLAT APPLICATION

Date Received: 8/3/16	Date of Log-in: 8/3/16
Petition #: FP-16-03-02	CAP # FPC-16-00002
Receipt #: 218913	Amount Paid: \$1,312.00

1. Name of proposed subdivision: Villa Milano

2. Preliminary Plat Petition #: PP-16-03-02
Date approved: May 9, 2016

3. Parties involved in the application:

Have any of the parties involved in this Application changed since the property received Preliminary Plat approval? Yes No

If yes, please explain: _____

A. Name of Applicant: Maronda Homes, Inc. of Florida

Mailing Address: 3999 West First Street

City: Sanford State: FL Zip Code: 32771

Phone Number: 407-302-7800 Fax Number: 407-688-8520

Email Address: _____

B. Name of Agent: Scott C. Howard

Mailing Address: 3999 West First Street

City: Sanford State: FL Zip Code: 32771

Phone Number: 407-302-9872 Fax Number: 407-688-8520

Email Address: howards@maronda.com

C. Owner of Record*: VM Property Holdings, LLC, Ronald W. Wolf

Mailing Address: 1383 ST Route 30

City: Clinton State: PA Zip Code: 15026

Phone Number: 724-695-4523 Fax Number: _____

Email Address: wolfr@maronda.com

* The name and address of every person having a beneficial interest in this property, however small, in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity whatsoever for others, shall be disclosed and a list attached to this application, with no exceptions.

D. Name of Surveyor: Russell P. Hyatt, PSM #5303, Hyatt Survey Services, Inc.
 Mailing Address: 11007 8th Ave East
 City: Bradenton State: FL Zip Code: 34212
 Phone Number: 941-748-4693 Fax Number: 941-744-1643
 Email Address: RusselleHyattSurvey.com

E. Name of Engineer: John F. Cavoli, P.E., Cavoli Engineering, Inc
 Mailing Address: 5824 Bee Ridge Rd. # 325
 City: Sarasota State: FL Zip Code: 34233-5065
 Phone Number: 941-927-3647 Fax Number: 941-927-3646
 Email Address: john.cavoli@cavoliengineering.com

F. Name of Attorney: James H. McNeil, Esq., AICP at Akerman, LLP
 Mailing Address: 420 South Orange Ave. Suite 1200
 City: Orlando State: FL Zip Code: 32801
 Phone Number: 407-419-8543 Fax Number: 407-843-6610
 Email Address: jim.mcneil@akerman.com

4. Property ID #: 0970-17-3336

5. Has the property undergone any public hearings, other than the public hearings for the Preliminary Plat approval, since the Preliminary Plat application was submitted?

Yes No

If yes,
Hearing Held by: _____ *Date:* _____ *Petition #:* _____
 Board of County Commissioners _____
 Planning and Zoning Board _____
 Board of Zoning Appeals _____
 Other (Describe) _____

ATTACH ALL DEPARTMENT COMMENTS AND DECISION LETTERS

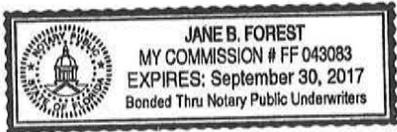
6. Number of lots allowed: 21 Number of lots Proposed: 21
 Minimum lot size previously approved in Preliminary Plat: 6,084 S.F.
 Minimum lot dimension previously approved in Preliminary Plat: 52' x 126'

AFFIDAVIT

I, the undersigned, being first duly sworn, depose and say that I am the applicant or agent of the property described and that is the subject matter of the proposed Final Plat request, that data and other supplementary matter attached to and made part of the application, are honest and true to the best of my knowledge.

STATE OF Florida, COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 28th day of July, 2016, by Scott C. Howard, President Maronda Homes, Inc. of Florida who is personally known to me or has/have produced _____ as identification and who did/did not take an oath.

<u>Jane B. Forest</u> Notary Public Signature	<u>[Signature]</u> Signature of Applicant/Agent
<u>Jane B. Forest</u> Notary Printed Signature	<u>Scott C. Howard</u> Signature of Applicant/Agent
<u>Notary Public</u> Title	<u>3999 West First Street</u> Address
<u>FF043083</u> Commission Code	<u>Sanford, FL 32771</u> City, State, Zip
	<u>407-302-9872</u> Telephone Number

PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for Scott C. Howard to be the applicant for this Final Plat.

STATE OF Pennsylvania, COUNTY OF Allegheny

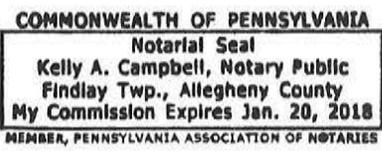
The foregoing instrument was acknowledged before me this 28th day of July, 2016,

by Ronald W Wolf Manager VM Property Holdings, LLC who is personally

known to me or has/have produced _____ as identification

and who did/did not take an oath.

<u>Kelly A. Campbell</u> Notary Public Signature	<u>Ronald W Wolf</u> Signature of Owner
<u>Kelly A. Campbell</u> Notary Printed Signature	<u>Ronald W. Wolf, VM Propety Holdings, LLC</u> Printed Signature of Owner
<u>Notary Public</u> Title	<u>1383 St. Route 30</u> Address
<u>N/A</u> Commission Code	<u>Clinton, PA 15026</u> City, State, Zip
	<u>724-695-4523</u> Telephone Number



APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the Final Plat of the property described and which is the subject matter of the proposed hearing.

I give authorization for William Berryhill to be my agent for this application.

STATE OF Florida, COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 28th day of July, 2016,

by Scott C. Howard, President Maronda Homes, Inc. of Florida who is personally known

to me or has/have produced _____ as identification and who

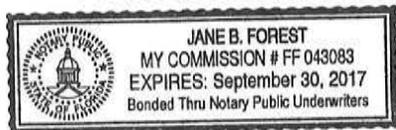
did/did not take an oath.

Jane B. Forest
Notary Public Signature

Jane B. Forest
Notary Printed Signature

Notary Public
Title

FF043083
Commission Code



Scott C. Howard
Signature of Applicant

Scott C. Howard
Printed Signature of Applicant

3999 West First Street
Address

Sanford, FL 32771
City, State, Zip

407-302-9872
Telephone Number

VM PROPERTY HOLDINGS LLC
11 TIMBERGLEN DRIVE 724-695-1200
IMPERIAL, PA 15126

1020
50-7044/2223
186

June 29, 2016 Date

Pay to the Order of Charlotte County Board of County Commissioners \$ 1,312.00
One Thousand Three Hundred - twelve and ⁰⁰/₁₀₀ Dollars



Ronald Wesley MP

For _____
[REDACTED MICR LINE]

TITLE OPINION

(First American Title Insurance Company – FATIC File No. 2037-3369675)

RE: Preliminary Plat of Villa Milano – Phase 3

TO: Charlotte County, Florida

The undersigned attorneys at law, particularly the one certifying this opinion, are licensed to practice law in the State of Florida.

It is the opinion of the undersigned that, based solely upon that certain Certificate of Title Information for the Filing of a Subdivision Plat performed by First American Title Insurance Company under FATIC File No. 2037-3369675, record title to the lands described in the proposed plat for Villa Milano Phase 3, Charlotte County, Florida (the "Property"), to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE.**

on June 20, 2016, at 8:00 a.m., was held in the name of VM Property Holdings, LLC, a Florida limited liability company, by Special Warranty Deed recorded in O.R. Book 3681, Page 1033, Public Records of Charlotte County, Florida.

Underlying rights of way, easements or plats affecting the Property are as follows:

1. Plat of Villa Milano Phase 1 & 2 recorded February 23, 2006, in Plat Book 19, Pages 24A and 24B, Public Records of Charlotte County, Florida.
2. Conservation Easement granted to Charlotte County recorded July 24, 2003, in Official Records Book 2273, Page 1405, Public Records of Charlotte County, Florida.

The Property is subject to the following exceptions:

1. Taxes and assessments for the year 2016 as to Tax Parcel No. 402115131002, and subsequent years which are not yet due and payable. Note: Taxes and assessments for 2015 are PAID as to Tax Parcel No. 402115131002.
2. Notice of Approval for Special Exception to the Charlotte County Zoning Code recorded November 22, 2004 in Official Records Book 2588, Page 1029, Public Records of Charlotte County, Florida.
3. Charlotte County Utility Agreement recorded August 9, 2005 in Official Records Book 2773, Page 2104, Public Records of Charlotte County, Florida.
4. Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded October 14, 2005, in Official Records Book 2829, Page 1793, together with and as amended by: First Amendment to Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded May 10, 2006 in Official Records Book 2963, Page 1697, Corrective

First Amendment to Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded June 16, 2006 in Official Records Book 2986, Page 1431, Assignment and Assumption of Declarant's Rights under Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded August 8, 2012 in Official Records Book 3681, Page 1038, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded June 14, 2013 in Official Records Book 3775, Page 438, First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded July 9, 2014 in Official Records Book 3883, Page 1008, and Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded May 19, 2015 in Official Records Book 3974, Page 533, all in the Public Records of Charlotte County, Florida.

5. Letter Agreement recorded October 11, 2011 in Official Records Book 3602, Page 1438, and Letter Agreement recorded April 9, 2013 in Official Records Book 3753, Page 980, Public Records of Charlotte County, Florida

All references are to the Public Records of Charlotte County, Florida, unless otherwise indicated.

This opinion is rendered pursuant to and in accordance with Chapter 177, Florida Statutes, and is for the use and reliance of Charlotte County, Florida, only.

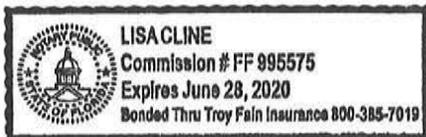
DATED: July 12, 2016

AKERMAN LLP

By: Jarrett D. Bingemann / LC
Jarrett D. Bingemann, Esquire

STATE OF FLORIDA
COUNTY OF ORANGE

Subscribed and sworn to before me this 12th day of July, 2016, by Jarrett D. Bingemann, Esq. Said person is (check one) personally know to me, or produced as identification, and did take an oath.



Notary Public – State of Florida

EXHIBIT "A"
LEGAL DESCRIPTION
Villa Milano- Phase 3

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 79 (N=969800.98, E=590913.45) AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "VILLA MILANO, PHASE 1 & 2" RECORDED AMONG THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA IN PLAT BOOK 19, PAGE 24; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 79, S 29°09'30" E, A DISTANCE OF 22.05 FEET; THENCE S 12°18'19" E, A DISTANCE OF 48.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 79; THENCE S 00°41'26" W, A DISTANCE OF 52.00 FEET; THENCE N 73°06'12" E, A DISTANCE OF 61.26 FEET; THENCE N 60°50'30" E, A DISTANCE OF 586.04 FEET; THENCE N 51°16'50" E, A DISTANCE OF 52.74 FEET TO THE NORTHWEST CORNER OF LOT 99 (N=970004.15, E=591576.33) OF AFORESAID "VILLA MILANO, PHASE 1 & 2"; THENCE ALONG THE BOUNDARY OF SAID PLAT; N 51°16' 50" E, A DISTANCE OF 21.23 FEET; THENCE N 00°43'30" E, A DISTANCE OF 62.23 FEET; THENCE N 13°04'55" E, A DISTANCE OF 42.76 FEET; THENCE N 00°44'30" E, A DISTANCE OF 51.79 FEET; THENCE N 89°31'41" W, A DISTANCE OF 278.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY (CHORD=S 75°39'25" W 76.71') ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°37'50", A DISTANCE OF 77.57 FEET TO A POINT OF TANGENCY; THENCE S 60°50'30" W, A DISTANCE OF 296.20 FEET; THENCE S 51°24'19" W, A DISTANCE OF 34.74 FEET; THENCE S 05°45'56" E, A DISTANCE OF 129.99 FEET; THENCE S 60°50'30" W, A DISTANCE OF 46.40 FEET; THENCE S 29°09'30" E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY (CHORD=S 66°33'03" W 19.90') ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°25'10", A DISTANCE OF 19.93 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 189,278 SQUARE FEET OR 4.35 ACRES OF LAND MORE OR LESS.



First American Title Insurance Company
2233 Lee Road
Winter Park, FL 32789
Phone: (407)691-5200
Fax: (407)691-5300

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING
OF A SUBDIVISION PLAT IN
Charlotte County, Florida**

FATIC File No.: 2037-3369675

A search of the Public Records of Charlotte County, Florida, through June 20, 2016 at 8:00 a.m. reveals the following with respect to the legal description of the property set out on the subdivision plat of VILLA MILANO PHASE 3 (not yet recorded), said legal description attached hereto as Exhibit "A", and made a part hereof:

A. The last deed of record was dated August 2, 2012 and recorded August 8, 2012 in Official Records Book 3681, Page 1033, Public Records of Charlotte County, Florida.

B. The record title holder is VM Property Holdings, LLC, a Florida limited liability company .

C. The name(s) of the record title holder coincides with the name(s) shown as owner(s) on the unrecorded plat of VILLA MILANO PHASE 3.

D. Unsatisfied mortgages or liens encumbering said property are as follows:

NONE

E. Underlying rights of way, easements or plats affecting said property are as follows:

1. Plat of Villa Milano Phase 1 & 2 recorded February 23, 2006 in Plat Book 19, Pages 24A & 24B.
2. Conservation Easement granted to Charlotte County recorded July 24, 2003 in Official Records Book 2273, Page 1405.

F. Other information regarding said property includes:

1. Notice of Approval for Special Exception to the Charlotte County Zoning Code recorded November 22, 2004 in Official Records Book 2588, Page 1029.
2. Charlotte County Utility Agreement recorded August 9, 2005 in Official Records Book 2773, Page 2104.

3. Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded October 14, 2005 in Official Records Book 2829, Page 1793, together with and as amended by: First Amendment to Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded May 10, 2006 in Official Records Book 2963, Page 1697, Corrective First Amendment to Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded June 16, 2006 in Official Records Book 2986, Page 1431, Assignment and Assumption of Declarant's Rights under Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded August 8, 2012 in Official Records Book 3681, Page 1038, Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded June 14, 2013 in Official Records Book 3775, Page 438, First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded July 9, 2014 in Official Records Book 3883, Page 1008, and Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Milano recorded May 19, 2015 in Official Records Book 3974, Page 533.

4. Letter Agreement recorded October 11, 2011 in Official Records Book 3602, Page 1438, and Letter Agreement recorded April 9, 2013 in Official Records Book 3753, Page 980.

G. 2015 Ad valorem taxes on said property are PAID for Tax Parcel I. D. Number 402115131002.

**CERTIFICATE OF TITLE INFORMATION FOR THE FILING
OF A SUBDIVISION PLAT IN
Charlotte County, Florida**

This certificate is made for the purpose of furnishing the information required for the filing of the above referenced subdivision plat in accordance with the provisions of Chapter 177.041 of the Florida Statutes and the requirements of the Charlotte County Land Development Code. This search of a minimum of 30 years has been prepared expressly for the appropriate governing body as defined by Chapter 177.071 FS and it is not to be relied upon by any other group or person for any other purpose.

First American Title Insurance Company

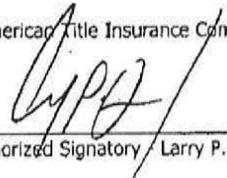
By: 
Authorized Signatory Larry P. Deal

Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 79 AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "VILLA MILANO, PHASE 1 & 2" RECORDED AMONG THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA IN PLAT BOOK 19, PAGE 24; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 79, S 29°09'30" E, A DISTANCE OF 22.05 FEET; THENCE S 12°18'19" E, A DISTANCE OF 48.92 FEET TO THE SOUTHEAST CORNER OF SAID LOT 79; THENCE S 00°41'26" W, A DISTANCE OF 52.00 FEET; THENCE N 73°06'12" E, A DISTANCE OF 61.26 FEET; THENCE N 60°50'30" E, A DISTANCE OF 586.04 FEET; THENCE N 51°16'50" E, A DISTANCE OF 52.73 FEET TO THE NORTHWEST CORNER OF LOT 99 OF AFORESAID "VILLA MILANO, PHASE 1 & 2"; THENCE ALONG THE BOUNDARY OF SAID PLAT; N 51°16'50" E, A DISTANCE OF 21.23 FEET; THENCE N 00°43'30" E, A DISTANCE OF 62.23 FEET; THENCE N 13°04'55" E, A DISTANCE OF 42.76 FEET; THENCE N 00°44'30" E, A DISTANCE OF 51.79 FEET; THENCE N 89°31'41" W, A DISTANCE OF 278.30 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 150.00 FEET; THENCE SOUTHWESTERLY (CHORD=S 75°39'25" W 76.71') ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°37'49", A DISTANCE OF 77.57 FEET TO A POINT OF TANGENCY; THENCE S 60°50'30" W, A DISTANCE OF 296.20 FEET; THENCE S 51°24'19" W, A DISTANCE OF 34.74 FEET; THENCE S 05°45'56" E, A DISTANCE OF 129.99 FEET; THENCE S 60°50'30" W, A DISTANCE OF 46.40 FEET; THENCE S 29°09'30" E, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY (CHORD=S 66°33'03" W 19.90') ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.93 FEET TO THE POINT OF BEGINNING.

CHARLOTTE COUNTY CLERK OF THE CIRCUIT COURT OR BOOK 3681, PGS 1033-1037 5
pg(s) INSTR # 2114665 Doc Type D, Recorded 08/08/2012 at 03:52 PM Deed Doc:
\$2940.00 Rec. Fee: \$44.00 Cashier By: KATHYG

440P
2940⁰⁰DS



This Instrument Prepared By:
Malcolm J. Pitchford, Esquire
Shumaker, Loop & Kendrick, LLP
P.O. Box 49948
Sarasota, FL 34230-6948

SPECIAL WARRANTY DEED

This Special Warranty Deed is made as of the date executed by Grantor (as that term is defined below), as indicated below, by AMERICAN MOMENTUM BANK, successor in interest to LandMark Bank of Florida, hereinafter referred to as "Grantor," to VM PROPERTY HOLDINGS, LLC, a Florida limited liability company, whose post office address is 3993 West First Street, Sanford, FL 32771 hereinafter referred to as "Grantee" as of the date set forth below.

Grantor, in consideration of the sum of Ten and No/100 (\$10.00) Dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys to Grantee the following described real property in Charlotte County, Florida:

See Exhibit "A" attached hereto (the "Property")

The Property Appraiser's Parcel Identification Numbers for the Property are:
402115131002; 402115128001; 402115128002; 402115128003; 402115128004; 402115128005;
402115128006; 402115128007; 402115128008; 402115128009; 402115128010; 402115128011;
402115128012; 402115128013; 402115128014; 402115128015; 402115128016; 402115128017;
402115128018; 402115128019; 402115128020; 402115127009; 402115127008; 402115127003;
402115129004; 402115129009; 402115129010; 402115129014; 402115131001; 402115130009;
402115130007; 402115130006; 402115130005; 402115130004; 402115130003; 402115130002;
402115126001; 402115127001; 402115131004; 402115131005; 402115129001; 402115127005;
402115130008; 402115131003.

This conveyance is subject to real property taxes for the current year, which are not yet due and payable, and those easements, restrictions, reservations and other matters contained on Exhibit "B" attached hereto and made a part hereof, the reference to which shall not serve to re-impose same.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and that Grantor has the lawful right and authority to sell and convey the Property but Grantor shall only warrant and defend the title to the property against the lawful claims of all persons claiming by, through or under Grantor, and not otherwise.

Executed on the 2nd day of August, 2012.

SLK_SAR: #166820v2

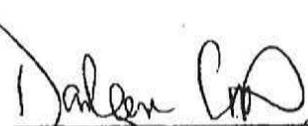
A26773-151366LF
RETURN TO: SHUMAKER, LOOP & KENDRICK, LLP

5

OR BOOK 3681, Page Number: 1034 INSTR # 2114665 Page: 2 of 5

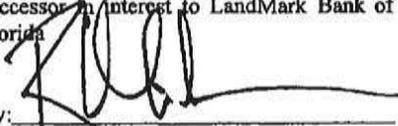
IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date and year first above written.

WITNESSES:


Print Name: Darleen Corbett


Print Name: Victoria Scadalam

AMERICAN MOMENTUM BANK,
successor in interest to LandMark Bank of
Florida

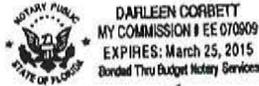

By: R. Michael Johnson, as Senior Vice
President

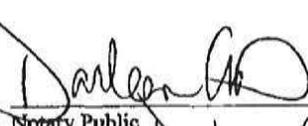
(Corporate Seal)

Address: 500 South Washington Blvd.
Sarasota, FL 34236

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2 day of August, 2012,
by R. Michael Johnson, as the Senior Vice President of American Momentum Bank, successor in
interest to LandMark Bank of Florida, on behalf of the bank.




Notary Public
Print Name: Darleen Corbett
My Commission Expires: 3-25-15

Personally Known (OR) Produced Identification
Type of identification produced _____

(MJP/dh-A26773-151366)

SLK_SAR: #166820v2

OR BOOK 3681, Page Number: 1035 INSTR # 2114665 Page: 3 of 5

EXHIBIT "A"

A portion of land lying in Section 15, Township 40 South, Range 21 East, Charlotte County, Florida, being bounded as follows:

On the North by the South Right-of-Way Line of Gennaro Avenue, as it now exists; On the East by the Westerly Right-of-Way Line of Gramercy Street, as it now exists; On the South by the North line of Lots 19 through 34, Block 3069 (as shown on Plat of Port Charlotte Subdivision, Section Fifty Seven, as recorded in Plat Book 5, Pages 71A through 71C, of the Public Records of Charlotte County, Florida) and its Easterly prolongation to the said centerline of Gramercy Street; and on the West by the back lot line of Lots 1 through 16, Block 3069, and its Southerly prolongation to the last described South line, also extended Northerly to the North line of said Section 15. Less those portions for road Right-of-Way.

LESS Lots 55, 56, 57, 57B, 66, 67, 69, 70, 71, 72, 75, 76, 77 and 106, Villa Milano, Phase 1 & 2, as per Plat thereof recorded in Plat Book 19, Page 24A, of the Public Records of Charlotte County, Florida.

Now Known As:

Lots 1 through 20, 53, 54, 57A, 68, 73, 74, 78, 79, 99 through 105, Villa Milano Phase 1 & 2, as per Plat thereof recorded in Plat Book 19, Page 24A, of the Public Records of Charlotte County, Florida.

Tracts A, B (Clubhouse), C, D, G, H, K and L, Villa Milano Phase 1 & 2, as per Plat thereof recorded in Plat Book 19, Page 27A, of the Public Records of Charlotte County, Florida.

AND

Commence at the Northeast corner of the Northwest 1/4 of Section 15, Township 40 South, Range 21 East, Charlotte County, Florida; Thence N 89 degrees 31' 41" W, along the North line of the Northwest 1/4 of said Section 15, a distance of 25.00 feet to the intersection with the Northerly Extension of the Westerly Right-of-Way of Gramercy Street; thence S 00 degrees 44' 30" W, along said Northerly Extension and the Westerly Right-of-Way of Gramercy Street, a distance of 681.36 feet; thence N 89 degrees 15' 30" W a distance of 33.00 feet for a Point of Beginning; thence continue N 89 degrees 15' 30" W, a distance of 125.00 feet, thence S 00 degrees 44' 30" W, a distance of 88.29 feet; thence N 89 degrees 15' 30" W, a distance of 50.00 feet; thence N 00 degrees 44' 30" E, a distance of 30.54 feet to a Point of Curvature of a curve concave Southwesterly having a radius of 12.30 feet; thence Northwesterly along the arc of said curve to the left through a Central Angle of 119 degrees 54' 00" a distance of 25.74 feet to a Point of Tangency; thence S 60 degrees 50' 30" W, a distance of 52.20 feet; thence N 29 degrees 09' 30" W, a distance of 50.00 feet; thence N 60 degrees 50' 30" E, a distance of 14.73 feet; thence N 29 degrees 09' 30" W, a distance of 133.76 feet; thence N 51 degrees 16' 50" E, a

SLK_SAR: #166820v2

OR BOOK 3681, Page Number: 1036 INSTR # 2114665 Page: 4 of 5

distance of 21.23 feet; thence N 00 degrees 43' 30" E, a distance of 66.23 feet, thence N 13 degrees 04' 55" E a distance of 42.76 feet; thence N 00 degrees 44' 30" E, a distance of 51.79 feet; thence N 89 degrees 31' 41" W, a distance of 278.30 feet to a point of curvature of a curve concave Southeasterly having a radius of 150.00 feet; thence Southwesterly along the arc of said curve to the left through a central angle of 29 degrees 37' 49" a distance of 77.57 feet to a Point of Tangency; thence S 60 degrees 50' 30" W, a distance of 296.20 feet; thence S 51 degrees 24' 19" W, a distance of 34.74 feet; thence S 05 degrees 45' 56" E, a distance of 129.99 feet; thence S 60 degrees 50' 30" W, a distance of 46.40 feet; thence S 29 degrees 09' 30" E, a distance of 50.00 feet to a Point on the arc of a curve concave Northwesterly whose radius point lies N 29 degrees 09' 30" W, a distance of 100.00 feet; thence Southwesterly along the arc of said curve to the right through a central angle of 29 degrees 37' 49" a distance of 51.71 feet to a point of non-tangency; thence S 29 degrees 09' 30" E, a distance of 22.05 feet; thence S 12 degrees 18' 19" E, a distance of 48.92 feet; thence N 89 degrees 31' 41" W, a distance of 135.93 feet; thence S 00 degrees 41' 26" W, a distance of 20.77 feet; thence S 89 degrees 18' 34" W, a distance of 50.00 feet; thence N 00 degrees 41' 26" E, a distance of 24.50 feet; thence N 89 degrees 31' 41" W, a distance of 125.00 feet; thence S 00 degrees 41' 26" W, a distance of 309.30 feet; thence S 42 degrees 28' 17" E, a distance of 46.58 feet; thence S 71 degrees 52' 39" E, a distance of 35.27 feet; thence S 00 degrees 38' 13" E, a distance of 33.30 feet; thence S 49 degrees 58' 25" E, a distance of 44.49 feet; thence S 66 degrees 40' 03" E, a distance of 28.16 feet; thence S 27 degrees 31' 57" W, a distance of 34.82 feet; thence S 89 degrees 28' 47" E, a distance of 674.35 feet to a point of curvature of a curve concave Northwesterly having a radius of 225.00 feet; thence Northeasterly along the arc of said curve to the left through a Central Angle of 29 degrees 40' 43" a distance of 116.55 feet to a Point of Tangency; thence N 60 degrees 50' 30" E, a distance of 260.43 feet to a Point of Curvature of a curve concave Northwesterly having a radius of 225.00 feet; thence Northeasterly along the arc of said curve to the left through a Central Angle of 60 degrees 06' 00" a distance of 236.01 feet to a Point of Tangency; thence N 00 degrees 44' 30" E, a distance of 243.95 feet to the Point of Beginning.

SLK_SAR: #166820v2

OR BOOK 3681, Page Number: 1037 INSTR # 2114665 Page: 5 of 5

EXHIBIT "B"

1. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on as recorded in Plat Book 19, Page 24, of the Public Records of Charlotte County, Florida.
2. Restrictive covenants, conditions, easements, stipulations, reservations and other provisions, as contained in instrument recorded in Official Record Book 2829, Page 1793, as amended in Official Records Book 2963, Page 1697 and Official Records Book 2986, Page 1431, of the Public Records of Charlotte County, Florida.
3. Restrictions, reservations and easements as shown on Plat recorded in Plat Book 13, Page 7A, partially vacated in Official Records Book 1454, Page 1254, of the Public Records of Charlotte County, Florida.
4. Restrictions, reservations, easements, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 416, Page 588, of the Public Records of Charlotte County, Florida.
5. Conservation easement and transfer of density pursuant to Charlotte County Code, recorded in Official Records Book 2273, Page 1405, of the Public Records of Charlotte County, Florida.
6. Notice of Approval for special exception to the Charlotte County Zoning Code recorded in Official Records Book 2588, Page 1029, of the Public Records of Charlotte County, Florida.
7. Temporary Drainage Easement recorded in Official Records Book 1454, Page 1256, of the Public Records of Charlotte County, Florida.
8. Temporary Drainage Easement recorded in Official Records Book 1454, Page 1269, of the Public Records of Charlotte County, Florida.
9. Assignment of easements to Charlotte County recorded in Official Records Book 1348, Page 2008, of the Public Records of Charlotte County, Florida
10. Assignment of easements to Charlotte County recorded in Official Records Book 1371, Page 1265, together with Resolution No. 94-218, Accepting Assignment of Easement recorded in Official Records Book 1371, Page 1263, of the Public Records of Charlotte County, Florida
11. Utility Agreement recorded in Official Records Book 2773, Page 2104, of the Public Records of Charlotte County, Florida
12. Developer's Agreement recorded in Official Records Book 2912, Page 1707, as amended in Official Records Book 3335, Page 3, of the Public Records of Charlotte County, Florida.
13. Non-Exclusive Drainage Easement recorded in Official Records Book 2915, Page 1078, of the Public Records of Charlotte County, Florida.
14. Easement to Florida Power & Light Company recorded in Official Records Book 3000, Page 1912, of the Public Records of Charlotte County, Florida.
15. Easements in favor of Charlotte County recorded in Official Records Book 3162, Page 1028 and Official Records Book 3164, Page 355, of the Public Records of Charlotte County, Florida.
16. Easement recorded in Official Records Book 3421, Page 277, of the Public Records of Charlotte County, Florida.
17. Letter Agreement between American Momentum Bank and Charlotte County, recorded in Official Records Book 3602, Page 1438, of the Public Records of Charlotte County, Florida.

SLK_SAR: #166#20v2

Villa Milano Phase 1 & 2

A SUBDIVISION LYING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA.



CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA }
COUNTY OF CHARLOTTE }
I, **Villa Milano, LLC**, a Florida limited liability company, by **Wesley Heron**, its duly authorized officer, do hereby certify that the plat of the subdivision shown on the attached plat is a true and correct copy of the original plat as recorded in the public records of this county and that the same is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of October, 2005.

Wesley Heron
By: *[Signature]*
Name: **Wesley Heron**
Title: **President**

STATE OF FLORIDA }
COUNTY OF CHARLOTTE }
The foregoing instrument was acknowledged before me this 10th day of October, 2005, by **Richard L. Stewart**, the duly authorized officer of the above named party, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Signature]
Name: **Richard L. Stewart**
Title: **Secretary**

CERTIFICATE OF CONSENT TO PLAT AND DEDICATION BY MORTGAGE HOLDER, CONSENT TO DEDICATION

MORTGAGE HOLDER, CONSENT TO DEDICATION
I, **Charming N. Bell**, Commissioner of the Public Records of Charlotte County, Florida, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the public records of this county and that the same is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **Charming N. Bell**
Title: **Commissioner**

LANDOWNER BANK OF FLORIDA
I, **Robert C. Albritton**, Secretary of the Bank of Florida, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the public records of this county and that the same is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **Robert C. Albritton**
Title: **Secretary**

NOTICE: THIS PLAT AS RECORDED IN ITS ORIGINAL FORM IS THE OFFICIAL COPY OF THE PLAT AND IS THE ONLY COPY WHICH SHALL BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY. NO CORRECTIONS OR AMENDMENTS TO THIS PLAT SHALL BE MADE BY ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN CONSENT OF THE COUNTY CLERK OF CHARLOTTE COUNTY, FLORIDA. ANY SUCH CORRECTIONS OR AMENDMENTS SHALL BE MADE IN THE ORIGINAL PLAT AND SHALL BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

SPECIAL NOTICE:
THE RECORDS, EASEMENTS, AND EIGHTY-TWO YEAR MANAGEMENT FACILITIES ON THE ARE PRIVATE AND WILL NOT BE MAINTAINED BY CHARLOTTE COUNTY.

CERTIFICATE OF SURVEYOR
I, **James S. Starnes**, a duly licensed and registered Professional Surveyor and Licensed Land Surveyor in the State of Florida, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the public records of this county and that the same is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **James S. Starnes**
Title: **Professional Surveyor**

CERTIFICATE OF APPROVAL OF PLANNING AND ZONING BOARD

I, **Michael H. Hannon**, Chairman of the Planning and Zoning Board, do hereby certify that the above described plat is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **Michael H. Hannon**
Title: **Chairman**

CERTIFICATE OF APPROVAL OF COUNTY CLERK
STATE OF FLORIDA }
COUNTY OF CHARLOTTE }
I, **Monica Apple**, County Clerk of Charlotte County, Florida, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the public records of this county and that the same is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **Monica Apple**
Title: **County Clerk**

CERTIFICATE OF APPROVAL OF COUNTY PUBLIC HEALTH UNIT
I, **Michelle Johnson**, Director of the County Public Health Unit, do hereby certify that the above described plat is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **Michelle Johnson**
Title: **Director**

CERTIFICATE OF APPROVAL OF COUNTY ATTORNEY
I, **James S. Starnes**, County Attorney, do hereby certify that the above described plat is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **James S. Starnes**
Title: **County Attorney**

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION
I, **James S. Starnes**, County Commissioner, do hereby certify that the above described plat is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **James S. Starnes**
Title: **County Commissioner**

CERTIFICATE OF COUNTY ENGINEER
I, **James S. Starnes**, County Engineer, do hereby certify that the above described plat is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **James S. Starnes**
Title: **County Engineer**

CERTIFICATE OF SURVEYOR
I, **James S. Starnes**, a duly licensed and registered Professional Surveyor and Licensed Land Surveyor in the State of Florida, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the public records of this county and that the same is in full compliance with the provisions of the Florida Statutes relating to the subdivision of land.

[Signature]
Name: **James S. Starnes**
Title: **Professional Surveyor**

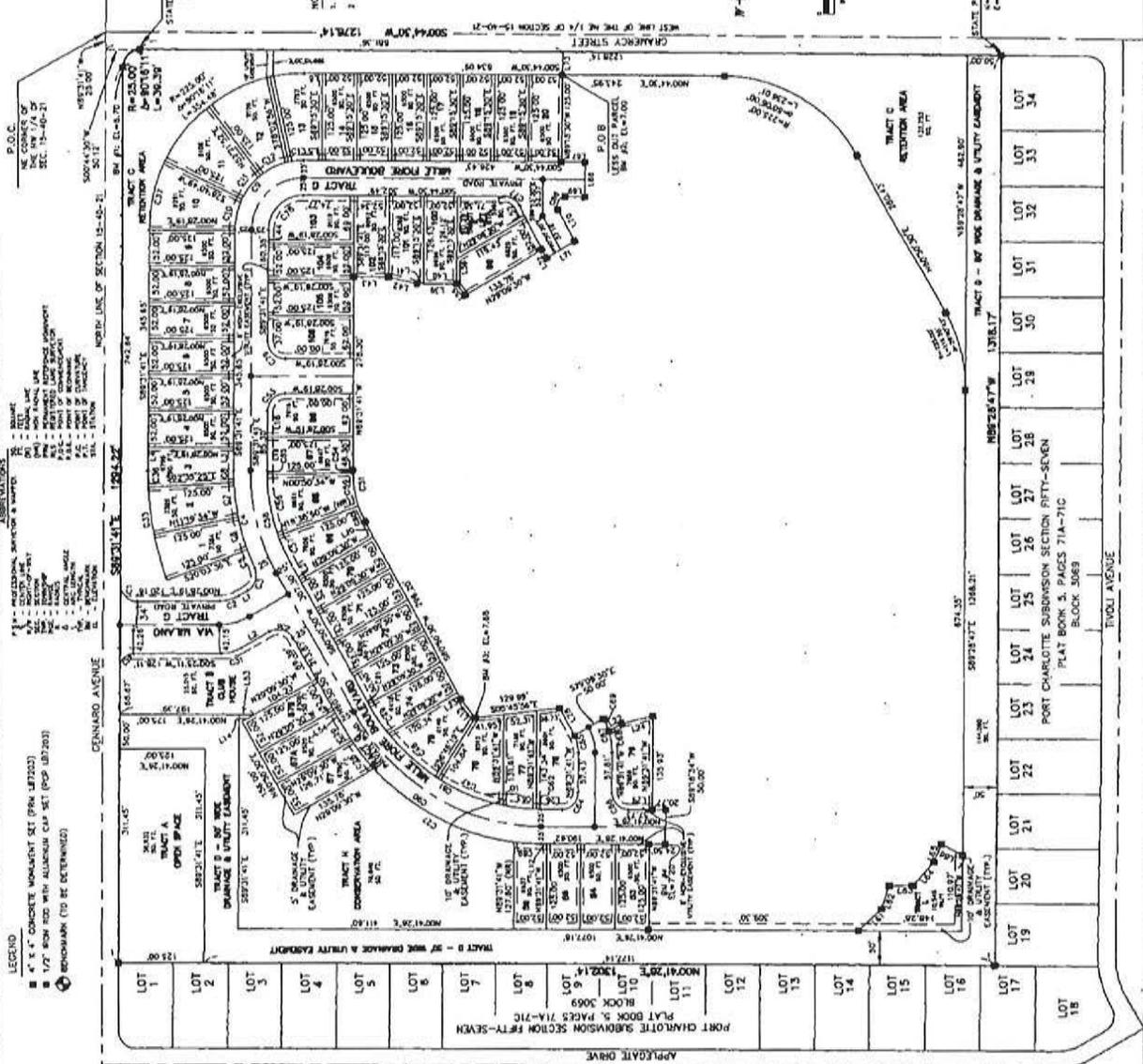
Villa Milano Phase 1 & 2

A SUBDIVISION LYING IN
SECTION 15, TOWNSHIP 40 SOUTH, RANGE 21 EAST,
CHARLOTTE COUNTY, FLORIDA.

NOTICE:
THERE MAY BE ADDITIONAL INSTRUMENTS THAT ARE NOT
PUBLIC RECORDS OF THIS COUNTY.

NOTES:
1. RESEARCH BASED ON THE SOUTH-NORTH-QUARTER-CORNER OF CORNER
2. TYPICAL DRIVEWAY AND PUBLIC UTILITY LOT LINE DIMENSIONS AS SET
3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
4. THE LOT OR PORTION OF ONE OR MORE LOTS ARE REFERRED TO AS
5. THE DIMENSIONS OF THE LOTS ARE TO BE CONSIDERED AS DIMENSIONS OF THE LOTS AND NOT THE DIMENSIONS OF THE DRIVEWAYS OR UTILITY LINES.
6. THE DIMENSIONS OF THE LOTS ARE TO BE CONSIDERED AS DIMENSIONS OF THE LOTS AND NOT THE DIMENSIONS OF THE DRIVEWAYS OR UTILITY LINES.

LOT	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1	12,000	12,000	12,000
2	12,000	12,000	12,000
3	12,000	12,000	12,000
4	12,000	12,000	12,000
5	12,000	12,000	12,000
6	12,000	12,000	12,000
7	12,000	12,000	12,000
8	12,000	12,000	12,000
9	12,000	12,000	12,000
10	12,000	12,000	12,000
11	12,000	12,000	12,000
12	12,000	12,000	12,000
13	12,000	12,000	12,000
14	12,000	12,000	12,000
15	12,000	12,000	12,000
16	12,000	12,000	12,000
17	12,000	12,000	12,000
18	12,000	12,000	12,000
19	12,000	12,000	12,000
20	12,000	12,000	12,000
21	12,000	12,000	12,000
22	12,000	12,000	12,000
23	12,000	12,000	12,000
24	12,000	12,000	12,000
25	12,000	12,000	12,000
26	12,000	12,000	12,000
27	12,000	12,000	12,000
28	12,000	12,000	12,000
29	12,000	12,000	12,000
30	12,000	12,000	12,000
31	12,000	12,000	12,000
32	12,000	12,000	12,000
33	12,000	12,000	12,000
34	12,000	12,000	12,000



- LEGEND**
- 4" x 4" CONCRETE MONUMENT SET (PER LPT203)
 - 1/2" IRON ROD WITH ALUMINUM CAP SET (PER LPT203)
 - BENCHMARK (TO BE DETERMINED)
- ABBREVIATIONS**
- 1" - INTERIOR SURVEY
 - 2" - EXTERIOR SURVEY
 - 3" - BOUNDARY SURVEY
 - 4" - CENTERLINE SURVEY
 - 5" - CENTERLINE SURVEY
 - 6" - CENTERLINE SURVEY
 - 7" - CENTERLINE SURVEY
 - 8" - CENTERLINE SURVEY
 - 9" - CENTERLINE SURVEY
 - 10" - CENTERLINE SURVEY
 - 11" - CENTERLINE SURVEY
 - 12" - CENTERLINE SURVEY
 - 13" - CENTERLINE SURVEY
 - 14" - CENTERLINE SURVEY
 - 15" - CENTERLINE SURVEY
 - 16" - CENTERLINE SURVEY
 - 17" - CENTERLINE SURVEY
 - 18" - CENTERLINE SURVEY
 - 19" - CENTERLINE SURVEY
 - 20" - CENTERLINE SURVEY
 - 21" - CENTERLINE SURVEY
 - 22" - CENTERLINE SURVEY
 - 23" - CENTERLINE SURVEY
 - 24" - CENTERLINE SURVEY
 - 25" - CENTERLINE SURVEY
 - 26" - CENTERLINE SURVEY
 - 27" - CENTERLINE SURVEY
 - 28" - CENTERLINE SURVEY
 - 29" - CENTERLINE SURVEY
 - 30" - CENTERLINE SURVEY
 - 31" - CENTERLINE SURVEY
 - 32" - CENTERLINE SURVEY
 - 33" - CENTERLINE SURVEY
 - 34" - CENTERLINE SURVEY

Hyatt Survey Services, Inc.
11007 8th Avenue East
Bradenton, Florida 34212
(841) 748-4583
07/17/05 04-1084

\$ 60.00 Recording
\$.70 Documentary Stamps
\$ Intangible Tax

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02273 PAGE 1405
RECORDED 07/24/2003 11:47:43 AM
FILE NUMBER 1067249
RECORDING FEES 60.00
DEED DOC 0.70

This instrument prepared by
and should be returned to:
Geri L. Waksler, Esq.
Moore and Waksler, P.L.
1107 W. Marion Ave., Suite 112
Punta Gorda, FL 33950

#78
★

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 14th day of July, 2003 by JAMES E. MOORE III, AS TRUSTEE OF THE GLOBAL INCOME TRUST UNDER AN UNRECORDED TRUST AGREEMENT DATED MAY 17, 1994 having an address of 1107 W. Marion Ave., Suite 112, Punta Gorda, Florida 33950 ("Grantor"), in favor of CHARLOTTE COUNTY, FLORIDA, a political subdivision of the State of Florida, having a mailing address at 18500 Murdock Circle, Port Charlotte, Florida 33948 ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns in fee simple certain real property in Charlotte County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor desires to transfer the density from the property pursuant to Section 3-5-432 et. seq. of the Charlotte County Code of Ordinances (the "TDR Ordinance"); and

WHEREAS, the TDR Ordinance requires that the Grantor preserve wetlands and/or uplands on the Property; and

WHEREAS, Grantor, in consideration of the approval by Charlotte County of a transfer of development rights from the Property to that certain real property in Charlotte County, Florida, more particularly described in Exhibit "B" attached hereto and incorporated by this reference, is agreeable to granting and securing to Grantee a perpetual conservation easement as defined in Section 704.60, Florida Statutes (1997), over the Property.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title

IMAGED L.T.

3

to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Construction or placing of buildings, roads, billboards or other advertising, utilities or other structures on or above the ground.
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.
- c. Removing or destroying of trees, shrubs or other vegetation.
- d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves for itself and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Property Maintenance. Grantor shall provide a one-time removal of invasive, noxious exotic plan species from the Property.

5. Taxes. Grantor shall pay, before delinquency, all taxes, assessments, fees

and charges, of whatever description, levied on or assessed against the Property by competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

- (a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.
- (b) To enter upon the Property in a reasonable manner and at reasonable times in order to maintain the functions and values of the habitats within the Property, including, but not limited to, removal of invading exotics and the use of prescribed fire or mechanical vegetation control.
- (c) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the Conservation Easement.

7. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its right under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantor, nor any person or entity claiming by or through Grantor, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property except for damage to person or property arising out of or in connection with the gross negligence or willful misconduct of Grantee, its employees, contractors or agents in exercising Grantee's rights herein.

9. Exculpatory Clause. It is hereby understood and agreed by the parties that any and all representations, covenants, undertakings and agreements of Grantor set forth herein or in the grants contemplated hereunder are intended to be, and shall be construed and interpreted only to be, binding upon Grantor in his capacity as Trustee of the Global Income Trust. Accordingly, no personal liability or personal responsibility is assumed by, or enforceable against Grantor, and the sole recourse for any recoupment of damages awarded against Grantor in connection with, or arising out of, this Agreement, or out of the activities contemplated hereunder shall be against the Property.

10. Acts Beyond Grantor's Control. Nothing in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

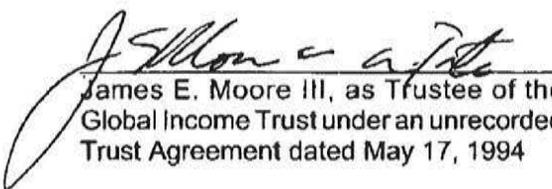
11. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Charlotte County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

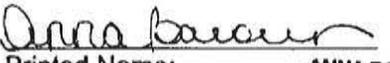
12. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Witnesses:

Printed Name: Erik L. Walker

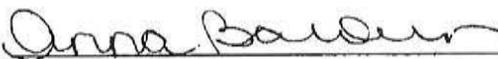

James E. Moore III, as Trustee of the
Global Income Trust under an unrecorded
Trust Agreement dated May 17, 1994


Printed Name: ANNA BALOUN

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Conservation Easement was acknowledged before me this 14th day of July, 2003, by James E. Moore III, as Trustee of the Global Income

Trust under an unrecorded Trust Agreement dated May 17, 1994, on behalf of said Trust,
and who is personally known to me.


NOTARY PUBLIC - STATE OF FLORIDA
Printed Name: ANNA BALOUN
My Commission Expires: _____

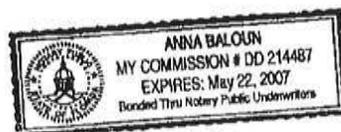


EXHIBIT "A"

LEGAL DESCRIPTION: (PROVIDED BY CLIENT)

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THRU 42 INCLUSIVE, LOTS 75 THRU 495 INCLUSIVE AND LOTS 576 THRU 591 INCLUSIVE, RIDGE HARBOR SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70-A THRU 70-E OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

EXHIBIT "B"

DESCRIPTION:

(PARCEL "A")

A PORTION OF LAND SECTION 15, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA, BEING BOUNDED AS FOLLOWS:

ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF GENNARO AVENUE, AS IT NOW EXIST; ON THE EAST BY THE WESTERLY RIGHT-OF-WAY LINE OF GRAMERCY STREET, AS IT NOW EXIST, ON THE SOUTH BY THE NORTH LINE OF LOT 19 THROUGH 34, BLOCK 3069 (AS SHOWN ON PLAT OF PORT CHARLOTTE SUBDIVISION SECTION FIFTY SEVEN, AS RECORDED IN PLAT BOOK 5, AT PAGES 71A THROUGH 71C, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA) AND IT'S EASTERLY PROLONGATION TO THE SAID CENTERLINE OF GRAMERCY STREET; AND ON THE WEST BY THE BACK LOT LINE OF LOT 1 THROUGH 16, BLOCK 3069, AND IT'S SOUTHERLY PROLONGATION TO THE LAST DESCRIBED SOUTH LINE, ALSO EXTENDED NORTHERLY TO TO THE NORTH LINE OF SAID SECTION 15, LESS THOSE PORTIONS FOR ROAD RIGHT-OF-WAY.

10F 7

DESCRIPTION:

PARCEL B

A portion of land Section 15, Township 40 South, Range 21 East, Charlotte County, Florida; being bounded as follows:

On the North by the South line of Lot 13, of Block 3084, as shown on the said plat PORT CHARLOTTE SUBDIVISION SECTION FIFTY-SEVEN; on the East by the West line of Crestwood Waterway, on the South by the North line of Lot 13, Block 3080 and its Westerly prolongation to the Easterly boundary line of the said plat of PORT CHARLOTTE SUBDIVISION SECTION FIFTY-SEVEN; and on the West by the East Right-of-Way Line of said Gramercy Street, as it now exists.

AND

PARCEL C

A portion of land Section 15, Township 40 South, Range 21 East, Charlotte County, Florida, being bounded as follows:

On the North by the South line of Lots 8, 9, 10, 11 and 12, of Block 3085, of the said plat of PORT CHARLOTTE SUBDIVISION SECTION FIFTY-SEVEN; on the East and South by the Westerly Right-of-Way Line of Eastwind Waterway; and on the West by the East Right-of-Way Line of Crestwood Waterway.

AND

PARCEL D

A portion of land Section 15, Township 40 South, Range 21 East, Charlotte County, Florida, being bounded as follows:

On the North by the South boundary line of the said plat of PORT CHARLOTTE SUBDIVISION SECTION FIFTY-SEVEN; on the East by the Westerly Right-of-Way Line of Biscayne Drive; and on the West by the East Right-of-Way Line of Eastwind Waterway.

DESCRIPTION:

PARCEL 1

A portion of land Section 14, Township 40 South, Range 21 East, Charlotte County, Florida, being bounded as follows:

On the North by the South boundary line of said plat of FORT CHARLOTTE SUBDIVISION SECTION THIRTY-FIVE, on the East by the Westerly boundary line of the plat of PORT CHARLOTTE SUBDIVISION SECTION FORTY-SIX, as recorded in Plat Book 5, of Pages 57-A through 57-D, of the Public Records of Charlotte County, Florida, and the Westerly line of Lot 20, Block 5273, as shown on the plat of PORT CHARLOTTE SUBDIVISION SECTION THIRTY-FIVE; on the Southeast by the Northerly Right-of-Way Line of Seaboard Airline Railroad (now abandoned); on the Southwest by the Easterly Right-of-Way Line of East Fork Waterway; and on the Northwest by the following described line: Beginning from the Northeast corner of Lot 10, Block 5273; Thence Southerly along the Easterly line of Lots 10 and 11; Thence Westerly along the Southerly line of said Lot 11; Thence Southwesterly along the Easterly line of Lot 7; Thence Southeasterly along the Easterly line of Lot 5; Thence Southerly along the Easterly line of Lots 4, 3, 2 and 1; Thence over and across M Drive to the Easterly line of Lot 6, Block 5271; Thence continue Southeasterly along the Easterly line of said Lot 6 to the Southerly line of said Lot 6; Thence Southwesterly to the Southwesterly corner of Lot 19, Block 5271; Thence Northeasterly along the Westerly line of said Lot 19 to the Westerly line of Judith Court; Thence Northwesterly along the Westerly line of said Judith Court to the Southwesterly line of Lot 20, Block 5271; Thence Northwesterly along the Southwesterly line of said Lot 20 to the Easterly Right-of-Way Line of said East Fork Waterway.

UND

Tract "C" PORT CHARLOTTE SUBDIVISION SECTION FORTY-SIX, as per plat thereof recorded in Plat Book 5, Pages 57-A through 7-D, Public Records of Charlotte County, Florida. Containing 13.71 acres, more or less.

DESCRIPTION:

PARCEL E

A portion of land Section 10, Township 40. South, Range 21 East, Charlotte County, Florida, being bounded as follows:

On the Northwest by the Southerly Right-of-Way Line of Bowman Terrace, as shown on the plat of PORT CHARLOTTE SUBDIVISION SECTION TWENTY-NINE, as recorded in Plat Book 5, at Pages 22-A through 22-G, of the Public Records of Charlotte County, Florida; on the Northeast by the Southwesterly line of Lot 4, Block 5256, as shown on the plat of PORT CHARLOTTE SUBDIVISION SECTION ONE HUNDRED, as recorded in Plat Book 13, at Pages 7-A through 7-H, of the Public Records of Charlotte County, Florida; on the Southeast by the Westerly Right-of-Way Line of Crestwood Waterway; and on the South by the North line of Lot 5, Block 5257, as shown on the said plat of PORT CHARLOTTE SUBDIVISION SECTION ONE HUNDRED.

ALSO DESCRIBED AS:

Lots 1, 2 and 3, Block 5256, and Tract "A", together with the 30.0 foot drainage Right-of-Way lying Northerly and adjacent to said Tract "A", PORT CHARLOTTE SUBDIVISION SECTION ONE HUNDRED, as recorded in Plat Book 13, Pages 7-A through 7-H, of the Public Records of Charlotte County, Florida.

DESCRIPTION:

PARCEL "F"

A PORTION OF LAND SECTION 10, TOWNSHIP 40 SOUTH RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA, BEING BOUNDED AS FOLLOWS:

ON THE NORTH AND EAST BY THE SOUTHERLY LINE OF TRACT "B" AS SHOWN ON THE PLAT OF PORT CHARLOTTE SUBDIVISION SECTION ONE HUNDRED; AS RECORDED IN PLAT BOOK 13, PAGES 7A THROUGH 7H, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ON THE SOUTH BY THE NORTHERLY RIGHT-OF-WAY LINE OF LORRAINE AVENUE (NOW KNOWN AS JENKS DRIVE), AS IT NOW EXIST; AND ON THE SOUTHWEST BY THE NORTHEASTERLY LINE OF LOT 1, BLOCK 5258, AS SHOWN ON THE SAID PLAT OF PORT CHARLOTTE SUBDIVISION SECTION ONE HUNDRED.

50A 7

DESCRIPTION:

PARCEL C

A parcel or tract of land being a portion of vacated plat of PORT CHARLOTTE SUBDIVISION SECTION 100, recorded in Plat Book 13, Pages 7-A through 7-H, per Resolution of Vacation recorded in O.R. Book 1454, Page 1254 and 1255, all being recorded in the Public Records of Charlotte County, Florida. Lying and being in a portion of Land Sections 10, 11, 14 and 15, Township 40 South, Range 21 East, Charlotte County, Florida. Being more particularly described as follows:

Commence at the common section corner for said Sections 10, 11, 14 and 15; Thence S89°41'22"E, a distance of 25.00 feet to the Easterly Right-of-Way Line of Tulip Street (50' Right-of-Way) as shown on said plat; Thence N00°26'45"E along said Easterly Right-of-Way Line to the Northerly Right-of-Way Line of Jenks Drive (50' Right-of-Way) (f.k.a. Lorraine Avenue) and the Point of Beginning of this description; Thence N89°41'22"W along said Northerly Right-of-Way Line of Jenks Drive, a distance of 635.29 feet; Thence N28°13'41"E, leaving said Northerly Right-of-Way Line, a distance of 288.86 feet; Thence N61°46'19"W, a distance of 425.00 feet; Thence N28°13'41"E, a distance of 984.85 feet, to the Southerly line of Block 1226, PORT CHARLOTTE SUBDIVISION SECTION 35, as recorded in Plat Book 5, Pages 39-A through 39-F; Public Records of Charlotte County, Florida; Thence S89°58'05"E along said Southerly line, a distance of 380.17 feet, to a concrete monument marking the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 11; Thence S89°35'09"E along the Southerly plat limits of said PORT CHARLOTTE SUBDIVISION SECTION 35, and Blocks 1247 and 1214 of said plat, a distance of 1316.47 feet to the Westerly Right-of-Way Line of Orchard Street (50' Right-of-Way) (f.k.a. Orlando Street); Thence S00°17'51"W along said Westerly Right-of-Way Line, a distance of 1323.75 feet, to the point of curvature of a circular curve to the right, having a radius of 25.00 feet, a central angle of 90°32'23"; Thence along the arc of said curve in a Southwesterly direction, an arc distance of 39.50 feet, to a point of tangency; Thence N89°41'22"W along the South line of said Section 11, a distance of 99.77 feet; Thence N00°13'46"W, a distance of 1149.08 feet; Thence N89°35'09"W, a distance of 35.39 feet, to a point of curvature of a circular curve to the right, having a radius distance of 625.00 feet, a central angle of 11°42'50"; Thence along the arc of said curve in a Westerly direction, an arc distance of 127.78 feet, to a point of reverse curvature of a circular curve to the left, having a radius distance of 575.00 feet, a central angle of 1°42'50"; Thence along the arc of said curve in a Westerly direction, an arc distance of 117.56 feet, to a point of tangency; Thence N89°35'09"W, a distance of 24.96 feet, Thence S00°17'51"W, a distance of 727.94 feet, to the point of curvature of a circular curve to the right, having a radius distance of 751.21 feet, a central angle of 10°57'02"; Thence along the arc of said curve in a Southerly direction, an arc distance of 43.57 feet; Thence N78°45'07"W along a radial line to said curve, a distance of 125.00 feet, to a point on the arc of a circular curve to the right, whose radius point bears N78°45'07"W, having a radius distance of 26.21 feet, a central angle of 34°45'25"; Thence along the arc of said curve in a Southerly direction, an arc distance of 379.87 feet, to a point of reverse curvature of a circular curve to the left, having a radius distance of 75.18 feet; a central angle of 20°27'50"; Thence along the arc of said curve in a Southwesterly direction, an arc distance of 312.58 feet; Thence S64°27'32"E along a radial line to said curve, a distance of 125.18 feet, to a point on the arc of a circular curve to the left, also being the Westerly Right-of-Way Line of East Fork Waterway, whose radius point bears S64°27'32"E, having a radius distance of 750.00 feet, a central angle of 1°12'22"; Thence along the arc of said curve in a Southwesterly direction, an arc distance of 290.68 feet, to a point of tangency; Thence S03°20'06"W, a distance of 67.11 feet, to the Northerly Right-of-Way Line of State Road 776 per Florida Department of Transportation Right-of-Way Maps Section No. 01050-2508 and the Northerly Right-of-Way Line of the former Seaboard Airline Railroad Right-of-Way; Thence along said Northerly Right-of-Way Line the following two courses: S68°58'51"W, a distance of 461.46 feet; S69°02'11"W, a distance of 754.73 feet, to the Easterly Right-of-Way Line of Biscayne Drive (100' Right-of-Way); Thence S3°20'00"W along said Easterly Right-of-Way Line, a distance of 29.23 feet, to a point of curvature of a circular curve to the left, having a radius distance of 1050.00 feet, a central angle of 14°55'40"; Thence along the arc of said curve in a Northerly direction, an arc distance of 273.57 feet; Thence N33°15'40"W, a distance of 594.25 feet; Thence S89°38'05"E leaving said Easterly Right-of-Way Line and along the Northerly plat limits of PORT CHARLOTTE SUBDIVISION SECTION 57, as recorded in Plat Book 5, Pages 1254 through 1255, Public Records of Charlotte County, Florida, a distance of 1187.35 feet, to the Easterly Right-of-Way Line of Tulip Street (50' Right-of-Way); Thence N00°26'45"E along said Easterly Right-of-Way Line, a distance of 1355.61 feet, to the Point of Beginning. Containing 90.62 acres, more or less.

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DESCRIPTION:

PARCEL H
(Formerly known as Tract "S")

A portion of land Section 14, Township 40 South, Range 21 East, Charlotte County, Florida, being bounded as follows:

On the North by the South Right-of-Way Line of Jalan Avenue (now known as Jenks Drive), as shown on the PORT CHARLOTTE SUBDIVISION SECTION THIRTY-FIVE; on the East by the Westerly Right-of-Way Line of East Fork Waterway, as shown on the said plat of PORT CHARLOTTE SUBDIVISION SECTION ONE HUNDRED; and on the South and West by the boundary line of said Tract "D". Containing 0.35 acres, more or less.

FOFF

Charlotte County

CMF011017

2015 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

10003841773

Vickie L. Potts, Charlotte County Tax Collector
18500 Murdock Cir, Port Charlotte FL 33948-1075

Property Address: UNKNOWN

Legal Description: ZZZ 154021 P5-6 15 40 21 P5-6 18.51 AC. M/L BEG AT
INTXN NE COR LT 1 BLK 3068 SE
See Additional Legal on Tax Roll

VM PROPERTY HOLDINGS LLC
3993 W FIRST ST
SANFORD, FL 32771

Parcel ID: 402115131002

Tax District: 104

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

If Postmarked By Dec 31, 2015

Discount				
Pay this amount	\$0.00			

AD VALOREM TAXES

CODE	TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
	CHARLOTTE COUNTY	941-743-1551	6.30070	142,781	0	142,781	899.62
	GREATER CHARLOTTE LIGHTING	941-743-1551	0.32500	142,781	0	142,781	46.40
	LAW ENFORCEMENT	941-743-1551	2.58550	142,781	0	142,781	369.16
	WEST COAST INLAND NAVIGATION	941-485-9402	0.03940	142,781	0	142,781	5.63
	ENVIRONMENTALLY SENSITIVE LANDS	941-743-1551	0.20000	142,781	0	142,781	28.56
	CHARLOTTE COUNTY SCHOOL BOARD	941-255-0808	7.21100	267,470	0	267,470	1,928.73
	SOUTHWEST FL WATER MANAGEMENT	352-796-7211	0.34880	142,781	0	142,781	49.80

TOTAL MILLAGE RATE 17.01040

TOTAL TAXES \$3,327.90

NON-AD VALOREM ASSESSMENTS

CODE	LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
MFD1	CHARLOTTE CO FIRE RESCUE DEPT	941-743-1914		614.57
MMSU	MID-CHARLOTTE STORMWATER UTIL	941-743-1914		1,736.24

TOTAL ASSESSMENTS \$2,350.81

TOTAL COMBINED TAXES AND ASSESSMENTS: \$5,678.71

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

For additional information please see reverse side. Save Time - Pay Online at <http://taxcollector.charlottecountyfl.gov> Email: taxcollector@charlottecountyfl.gov Phone (941) 743-1350

Charlotte County
2015 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

10003841773

Make checks payable to: Charlotte County Tax Collector (U.S. funds only)

Mail Payments to:
18500 Murdock Circle
Port Charlotte FL 33948
Telephone: 941-743-1350

Parcel ID: 402115131002
Owner Information: VM PROPERTY HOLDINGS LLC
3993 W FIRST ST
SANFORD, FL 32771
Property Address:
UNKNOWN

I am paying the following amount (check ONLY one box)
based on the date paid online or in the office:

- Dec 31, 2015 \$0.00

TAXES BECOME DELINQUENT APRIL 1 - ADD 3%.

Notice: Failure to pay the amounts due will result in Advertising and a tax certificate being issued against the property.

RETURN WITH PAYMENT

12/31/2015

Receipt # 777-00003220

\$5,508.35

Paid

OK #716

1 2004 11 10

FILE 1295748 OR BK 02588 Pg 1029 (1pg) RECD 11/22/2004 12:32:34 PM
BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
REC 10:00

**NOTICE OF APPROVAL FOR SPECIAL EXCEPTION TO THE
CHARLOTTE COUNTY ZONING CODE**

Pursuant to Charlotte County Code Section 3-9-7 (f), this is to acknowledge the approval of the Special Exception application, which was heard by the Charlotte County Board of Zoning Appeals.

Applicant: Villa Milano, LLC, 1778 Main Street, Sarasota, Florida 34236
Owner: Same
Location: 15251 Gennaro Avenue, Port Charlotte, Florida, legally described as Parcels P5-6 and P6-4, Block 3069, Port Charlotte Subdivision Section 57, in Section 18, Township 49S, Range 23E. The property contains +/- 39.4 acres.

PETITION: SE-03-20 (Modified) **APPROVAL DATE:** NOVEMBER 10, 2004

Requested Special Exception:
The requested special exception is to allow two additional units for a total of 138 cluster houses in the Residential Single Family-3.5 (RSF-3.5) zoning district.

Conditions Placed on the Approval: None

Please be advised that any special exception granted shall expire three (3) years after the date of approval unless the use allowed by the special exception is in existence and actively occurring on the subject property prior to the date of expiration. Any such special exception which, ceases to exist and actively occur on the subject property shall expire three years from the effective date of this regulation unless good faith commencement of the special exception has begun prior to expiration. Prior to expiration, the applicant or property owner may request an extension from the Board of Zoning Appeals. Such extension may be granted to the applicant or owner upon showing of good cause. Any non-conforming special exception shall be subject to the requirements of Section 3-9-10 of the Zoning Regulations with regard to non-conforming uses.

Upon granting of this special exception by the Board of Zoning Appeals, a copy of this notice shall be filed in the Public Records of Charlotte County.

Prepared by: Thomas C. Smith
Thomas C. Smith, Zoning Official

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 10th day of November, 2004 by Thomas C. Smith, who is personally known to me, and who did not take an oath.

Barbara D. Watkins
Barbara D. Watkins, Notary Public



Return to Community Development
Barbara D. Watkins - Room 105

OFFICIAL NOTARY SEAL
BARBARA D WATKINS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD121899
MY COMMISSION EXP. JUNE 14, 2006

IMAGED IN PG

Handwritten signature

★
#115

This Instrument was prepared by:
Charlotte County Utilities
25550 Harbor View Road, Unit 1
Port Charlotte, FL 33980
(941) 764-4300
Return to: Charlotte County Utilities

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02773
PGS 2104-2114 (11 Pg(s))
FILE NUMBER 1432073
RECORDED 08/09/2005 10:50:19 AM
RECORDING FEES 95.00

CHARLOTTE COUNTY UTILITY AGREEMENT – PART 1 OF 2

With
VILLA MILANO, LLC

THIS AGREEMENT is made and entered into this 1ST day of AUGUST, 2005, by and between Villa Milano, LLC, ("Developer"), a limited liability corporation, and the Charlotte County Board of County Commissioners as the owner and operator of Charlotte County Utilities ("Utility"), which provides service within Charlotte County Water and Sewer District #1 and District #2.

WHEREAS, Developer owns or controls lands located within Charlotte County Water and Sewer District #1 and District #2, known as 138 single family residences and one (1) club house, more fully described by the legal description in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Developer acknowledges that Utility has adopted by legally valid and binding Resolutions 91-92 and 94-236 (respectively) a Uniform Water and Sewer Tariff for the Charlotte County Water and Sewer District #1 and District #2, and a Uniform Extension Policy, as amended from time to time, which have the force of law and govern the legal relationship between Developer and Utility with respect to utility service provided to the Property; and

WHEREAS, Developer desires water and sewer service from Utility for the Property, and the Utility is willing to provide water and sewer service in accordance with the Uniform Extension Policy and Uniform Water and Sewer Tariff; and

WHEREAS, Developer understands that this Agreement does not entitle Developer to land densities greater than those allowed under the density provisions of

IMAGED IN PG

the Comprehensive Plan of Charlotte County, nor does it, by itself, permit development of the Property.

NOW, THEREFORE, in consideration of these premises, Developer and Utility hereby covenant and agree as follows:

1. Definitions. The definitions and references used in the Uniform Water and Sewer Tariff and Uniform Extension Policy shall be used for the purpose of interpreting the terms used in this Agreement, and apply unless the context indicates a different meaning.

2. Purpose. The purpose of this Agreement is to set forth in detail the terms and conditions under which Utility will render services associated with the construction of water and sewer infrastructure to the Property and to specify the rights and obligations of each party hereto.

3. Capacity Reserved and Service Provided. The parties agree that no water or sewer capacity has been reserved as a part of this agreement.

4. Connection and Service Charges. In consideration for receiving the initiation of services, Developer agrees to pay Utility all applicable charges as set forth in Exhibit "B", attached hereto and made a part hereof, which payment shall be remitted before or at the time this Agreement is executed by Developer. The inspection and engineering fees in Exhibit "B" are based on an estimated construction cost of \$1,775,000.00. When the actual construction cost is established, there may be additional inspection and engineering fees due or a refund if an overpayment was made. Said additional fees or refund shall be made within sixty-(60) days of the established actual construction cost and request for payment of additional fees or

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refund. Utility's obligation to provide service does not become effective until this Agreement is approved by Utility, notwithstanding the receipt of monies by Utility from Developer for such service and until all other necessary and customary documents have been executed by Developer and accepted by Utility, including all easements, Bill of Sale, No-Lien Affidavit, Release of Lien, and a detailed accounting of the cost of construction of the water and sewer facilities as may be applicable. An itemization of such "other necessary documents" required by Utility is a condition precedent to its service obligation hereunder and is attached hereto as Exhibit "C". In addition, Developer agrees to pay all applicable monthly charges as invoiced by Utility.

5. Conduct of the Parties. In consideration of the above premises, Developer also agrees to comply with the terms of the Uniform Extension Policy and Uniform Water and Sewer Tariffs, as may be amended from time to time. It is understood and agreed by the parties that if Developer violates any of the terms of the above-mentioned Policy and Tariffs, Utility has the right to refuse service to Developer, until Developer is in compliance.

6. Easements. In consideration of the above premises, Developer shall grant to Utility, its successors and assigns, the exclusive right or privilege to construct, own maintain, alter, replace and operate said water and sewer facilities under, over and across the present and future streets, roads, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise, and is independent of said record plats. Said easement to be delivered to Utility contemporaneously with this Agreement or as soon thereafter as

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possible. Mortgagees, if any, holding prior liens on the Property or the Property encumbered by such easements shall be required to release such liens, subordinate their positions or join in the grant or dedication of easements or rights-of-way.

Developer hereby further agrees that the easement will include the necessary right of ingress and egress to any part of the Property upon which Utility is constructing or operating such facilities; that the foregoing grants shall be for such rights, privileges or easements in the construction, ownership, maintenance, operations or expansion of the water and sewer facilities; and in the event Developer and Utility agree that Utility is to install any of its water and sewer facilities in lands lying outside Developer's property, than Developer will use its best efforts to obtain a grant to Utility, without cost or expense to Utility, of the necessary easement or easements for such "private property" installation. The use of easements granted by Developer to Utility shall not convey any rights to anyone for cable television, telephone, and electric or gas utilities, unless otherwise agreed to by Utility.

7. Ingress / Egress. Utility, its officers, agents or employees shall have the right to ingress and egress, at all times, to the premises of the customer for any purposes connected with the delivery of utility services and shall have access at all times to Utility's lines, meters, sewer systems and other Utility property. The areas where such facilities are located will be kept free of shrubbery, trees, fences, interferences from pets, and other obstructions. Customer shall notify Utility within a reasonable time of any known or suspected damage to Utility's lines, meters, sewer systems or other property. Customer shall be solely responsible for any and all suits, actions, claims, demands, damages, loss and liability of any nature whatsoever arising

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out of Customer's failure to allow Utility ingress and egress to the premises, or Customer's failure to report any damages to Utility's lines, meters, sewer system or other Utility property.

8. Indemnification. Customer agrees that, in consideration of \$10.00, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, customer shall indemnify, defend, save and hold harmless Utility from all suits, actions, claims, demands, damages, loss and liability of any nature whatsoever arising out of any act, neglect, or default of the Customer.

9. Cross Connection Control. Developer agrees to install at its expense, backflow control devices at service meters and double detector check valves for fire sprinkler lines, as specified by the Utility.

10. Notices. All notices provided for herein shall be in writing and either mailed or hand delivered to Developer at:

Villa Milano, LLC
1778 Main Street
Sarasota, FL 34236

and to Utility at:

Charlotte County Utilities
25550 Harbor View Rd, Unit 1
Pt Charlotte, FL 33980

11. Water and Sewer Line Extension. Developer shall bear full responsibility for funding the design, construction and installation of Eight and Ten inch (8" and 10") water line; duplex lift station; Eight inch (8") gravity sewer; Six, Eight and Sixteen inch (6", 8" and 16") forcemain and appurtenances connecting to Utility's Twelve inch (12") water and Utilities Ten (10") forcemain line in accordance with David Howard, P.E. Villa

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Milano Subdivision Plans as approved by Utility. Developer's utility designs shall be in accordance with Utility's design standards and shall include all design revisions specified by Utility.

Developer's construction/installation procedures and material shall conform to Utility's construction/installation specifications.

b) Developer is fully cognizant of the fact that Utility may, at its sole discretion, extend the water and sewer line for any reason Utility deems appropriate. It is expressly understood that there shall be no reimbursement for additional hydraulic capacity to Developer with this agreement.

12. Notice of Construction. Developer or its authorized representative shall notify Utility no later than seventy two (72) hours prior to any construction done pursuant to this Agreement to afford Utility adequate time to schedule on-site inspection of Developer's construction/installation methods and procedures.

13. Recordation of Agreement. Upon execution of this Agreement by Developer and Utility, Utility shall, at Developer's expense, have this Agreement recorded in the Public Records of Charlotte County, Florida.

14. Venue. Venue of any action to enforce the terms of this Agreement shall be in Charlotte County if filed in state court and in the Middle District of Florida if filed in federal court.

15. Execution. This Agreement shall be finalized upon execution by the Charlotte County Utility Director. If this Agreement is not executed by the Utility Director, for whatever reasons, the connection/capacity fees shall be refunded to

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Developer.

16. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

17. Modification of Agreement. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18. Florida Law. This Agreement shall be governed and construed in accordance with Florida law.

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IN WITNESS WHEREOF, Developer and Utility have executed this Agreement as of the date and year first written above.

Attested to by:

Delmis Castillo

Date: 8-1-05

CHARLOTTE COUNTY UTILITIES

By: [Signature]

David G. Schlobohm
Director of Utilities

DEVELOPER:

By: [Signature]
President/Vice President

Richard Strong, Pres.
Printed Name

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The forgoing instrument was acknowledged before me this 1ST day of AUGUST, 2005, by RICHARD STRONG, President/Vice President, of _____, a limited liability corporation, on behalf of the corporation. He/She is personally known to me or has produced DRIVERS LI. as identification.

[Signature]
Notary Public
Sarah E. Howe
Printed Name

Commission or Serial Number
Sarah E. Howe
Commission # DD411780
Expires March 27, 2009
Bonded Title Plate - Insurance, Inc. 800-388-7019

7/28/2005

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EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA,
BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE N 89°31'41" W, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 24.00 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF GRAMMERCY STREET; THENCE S 09°44'30" W, ALONG SAID NORTHERLY EXTENSION, A DISTANCE OF 50.12 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S-00°44'30" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SAID LINE BEING PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 AND 26.0 FEET WESTERLY THEREFROM, A DISTANCE OF 1278.14 FEET TO THE NORTHEAST CORNER OF LOT 34, BLOCK 3089, PORT CHARLOTTE SUBDIVISION SECTION FIFTY-SEVEN AS RECORDED IN PLAT BOOK 5, PAGES 71A - 71C, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE N 89°28'47" W, ALONG THE NORTHERLY LINE OF LOTS 34 THRU 18, SAID BLOCK 3089, A DISTANCE OF 1318.17 FEET TO THE NORTHWEST CORNER OF SAID LOT 18, SAID POINT LYING ON THE EASTERLY LINE OF LOT 17, SAID BLOCK 3089; THENCE N 00°41'28" E, ALONG THE WESTERLY LINE OF LOTS 17 THRU 1, SAID BLOCK 3089, A DISTANCE OF 1302.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF GENNARO AVENUE; THENCE S 89°31'41" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, SAID LINE BEING PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15 AND 25.0 FEET SOUTHERLY THEREFROM, A DISTANCE OF 1224.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°16'11", A DISTANCE OF 39.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,717,789 SQUARE FEET (39.44 ACRES).

7/28/2005

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EXHIBIT B
PAYMENT SCHEDULE
CONNECTION CHARGES DUE AT TIME OF CONTRACT

ADMINISTRATION FEE:	\$ 250.00
ENGINEERING FEE:	\$ 500.00
INSPECTION FEE:	\$88,750.00
CLERK OF THE COURT-RECORDING FEE:	<u>\$ 103.50</u>
TOTAL CHARGES DUE:	\$89,603.50

7/28/2005

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05/1056

EXHIBIT C
CLOSING DOCUMENTS

1. Utility Easement(s): Must be recorded at County Clerk of the Court before submitting to Charlotte County Utilities.
2. Affidavit.
3. Release of Lien.
4. Bill of Sale.
5. The contractor and/or developer shall furnish to the Utility a warranty, to remain in effect for a period of one (1) year from date of Engineer's Certification and acceptance by the Utility.
6. Record Drawings (As built): Must comply with Florida State Statute 472.027 and Minimum Technical Standards Chapters 61G17-6, 61G17-7 Florida Administrative Code, **All points in drawings will be referenced to NAD 1983 StatePlane Florida West Meters Coordinate System.** Drawings shall be signed and sealed by Engineer of Record. Submit a reproducible Mylar, two (2) copies of prints and two (2) electronic copies of Record Drawings (As built) on Compact Disc, one "set" of drawings per "CD" in AutoCAD R14 "DWG" format.
7. Detailed Cost of Construction: Must include individual items or appurtenances, units cost and total cost of each.
8. DEP Application(s).
9. Daily Inspection Report(s).
10. Pressure Test Report(s).
11. Bacteriological Test Report(s).
12. Engineer's Certification of Substantial Completion to DEP.
13. System(s) Acceptance Letter(s) from DEP.

NOTE:

1. Items 1-5 to be supplied by applicant.
2. Items 6-13 to be supplied by Engineer of Record.

7/28/2005

11

05/1056

CHARLOTTE COUNTY CLERK OF THE CIRCUIT COURT OR BOOK 3602, PGS 1438-1438 1
pg(s) INSTR # 2047623 Doc Type AGR, Recorded 10/11/2011 at 10:01 AM Rec.
Fee: \$10.00 Cashier By: VERONICAT

★ Rob Bernissan
18500 Murdock Cir.
P.C. # 35948

AMENDS AGR
2006-003



AMERICAN MOMENTUM BANK

September 9, 2011

Derek P. Rooney
Assistant County Attorney
Charlotte County Attorney's Office
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

RE: Villa Milano, LLC

Dear Mr. Rooney:

LETTER AGREEMENT

On October 12, 2007, LandMark Bank of Florida ("Bank") issued its Letter of Credit No. 200705 ("L.O.C.") to Charlotte County ("County"), a political subdivision of the State of Florida, on behalf of Villa Milano, LLC in the amount of \$48,994.00. The purpose of the L.O.C. was to assure the performance of certain improvements within the Villa Milano subdivision, namely, final lift of asphalt, striping and rework on weirs/skimmers. The L.O.C. expired on October 12, 2009 and the improvements were not completed. The original Letter Agreement was completed on October 7, 2009 and expired on October 7, 2010.

On September 27, 2010, LandMark Bank of Florida provided a Letter Agreement to the Charlotte County Attorney's Office regarding the completion of the above referenced improvements to the Villa Milano subdivision. The improvements were to be completed within a period of one (1) year from the date of the Agreement. The Letter Agreement expires on October 12, 2011 and the improvements have not been completed.

On July 22, 2011 LandMark Bank of Florida was closed by the Florida Office of Financial Regulation and the Federal Deposit Insurance Corporation (FDIC) was named Receiver. Subsequently, American Momentum Bank, Tampa, Florida acquired the banking operations of LandMark Bank of Florida, Sarasota, Florida.

IN CONSIDERATION of County foregoing its right to call the Letter Agreement, American Momentum Bank, and its successors or assigns, hereby agrees and promises to cause the remaining improvements to be completed to the satisfaction of County within a period of one (1) year from the date of this Agreement. In the event that the improvements are not so completed, upon written notice to Bank, or its successors or assigns, by County, the Bank, or its successors or assigns, hereby agrees and promises to pay the County the lesser of the sum of \$48,994.00 or the cost of completing any remaining unfinished items.

AGREED TO on this 9th day of September, 2011

EFFECTIVE ON OCTOBER 12, 2011

AMERICAN MOMENTUM BANK

By: _____

John Thompson, Executive Vice President

AMERICAN MOMENTUM BANK

www.americanmomentumbank.com

544 S. Washington Blvd • Sarasota, FL 34236

Phone 941.954.5100 • Toll Free 877.562.7535 • Fax 941.953.3516



Minutes

VM Property Holdings, LLC

3393 West First Street Sanford FL 32771 407-302-7800

February 5, 2013

Joshua B. Moye
Assistant County Attorney
Charlotte County Attorney's Office
18500 Murdock Circle
Port Charlotte, FL 33948-1094

Re: Villa Milano, LLC

Dear Mr. Moye:

LETTER AGREEMENT

On October 12, 2007, LandMark Bank of Florida ("Bank") issued its Letter of Credit No. 200705 ("L.O.C.") to Charlotte County ("County"), a political subdivision of the State of Florida, on behalf of Villa Milano, LLC in the amount of \$48,994.00. The purpose of the L.O.C. Was to assure the performance of certain improvements within the Villa Milano subdivision, namely, final lift of asphalt, stripping and rework on weirs/skimmers. The L.O.C. Expired on October 12, 2009 and the improvements were not completed. The original Letter of Agreement was completed on October 7, 2010.

On September 27, 2010 LandMark Bank of Florida provided a Letter of Agreement to the Charlotte County Attorney's Office regarding the completion of the above referenced improvements to the Villa Milano subdivision. The improvements were to be completed within a period of one (1) year from the date of the agreement. The Letter Agreement expired on October 12, 2011 and the improvements have not been completed.

On July 22, 2011 LandMark Bank of Florida was closed by the Florida Office of Financial Regulation and the Federal Deposit Insurance Corporation (FDIC) was named Receiver. Subsequently, American Momentum Bank, Tampa, Florida acquired the banking operations of LandMark Bank of Florida, Sarasota, Florida. In August 2012, VM Property Holdings, LLC acquired the Villa Milano subdivision.

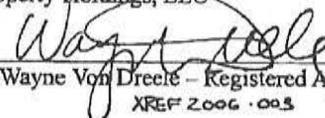
IN CONSIDERATION of County foregoing its right to call the Letter Agreement, VM Property Holdings, LLC, and its successors or assigns, hereby agree and promise to cause the remaining improvements to be completed to the satisfaction of County within a period of two (2) years from the date of this Agreement. In the event that the improvements are not so completed, upon written notice to VM Property Holdings, LLC, or its successors or assigns, by County, VM Property Holdings, LLC, or its successors or assigns, hereby agrees and promises to pay the County the lesser of the sum of \$48,994.00 or the cost of completing any remaining unfinished items.

Agreed to this 5th day of February, 2013

Effective immediately

VM Property Holdings, LLC

By:


Wayne Von Dreese - Registered Agent
XREF 2006-003



Charlotte County Government

"To exceed expectations in the delivery of public services"

www.CharlotteCountyFL.com

March 24, 2015

Scott Howard, Registered Agent
VM Property Holdings, LLC
3993 W. First Street
Sanford, FL 32771

Re: Villa Milano – FP-04-02-02

Dear Sir,

This letter is to confirm the decision of the Charlotte County Board of County Commissioners at their meeting held March 10, 2015, at 10:00 A.M., regarding the following matter:

FP-04-02-02

Letter Agreement

Villa Milano is a nearly-completed 138-lot residential subdivision located east of Applegate Drive, south of Gennaro Avenue, west of Gramercy Street, and north of Tivoli Avenue, in Section 15, Township 40 South, Range 21 East, in Commission District IV. The project received final plat approval from the Charlotte County Board of County Commissioners on February 14, 2006. Charlotte County holds a Letter Agreement (AGR 2006-003) from VM Property Holdings, LLC as surety in the amount of \$48,994.00 for the unfinished portion of the project, which is limited to the final lift of asphalt and striping.

VM Property Holdings, LLC has requested to amend the existing Letter Agreement to extend it for an additional two (2) years. If approved, the new expiration date will be February 5, 2017.

It was the decision of the Charlotte County Board of County Commissioners that the Letter Agreement for FP-04-02-02 be extended for two (2) years, to February 5, 2017. It was recorded in OR Book 3954, Page 367, of the Public Records of Charlotte County, Florida.

Please be advised that the Letter Agreement in its present form cannot be renewed again. If the project is not completed prior to the next expiration date, a conventional Developer's Agreement will be required before any further extensions of the project are considered.

If you require specific information regarding this matter, please contact me.

Sincerely,

Steven A. Ellis, Planner II
Charlotte County Community Development
Zoning Division
18400 Murdock Circle
Port Charlotte, FL 33948
Voice: 941-764-4954
Fax: 941-743-1598

COMMUNITY DEVELOPMENT
Zoning | Current Planning

18400 Murdock Circle, Port Charlotte, FL 33948-1068
Phone: 941.743.1964 | Fax: 941.743.1598