



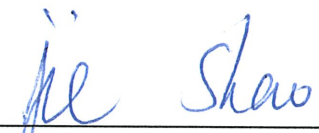
CSZ Pre-Application Acknowledgement

- Applicant: WEEKES NICHOLAS
- Date of Pre-app: 07/21/2022
- Property ID: 402309408004, 402309408005, 402309178002, & 402309178003
- Property Address: 1380 San Cristobal Ave., 1390 San Cristobal Ave., 26126 Northern Cross Rd., & 26136 Northern Cross Rd., 1030 NAVIGATOR RD. SES 026 LLC
- Property Owners: WEEKES NICHOLAS, 297 W 300 S, OREM, UT 84058, RIDGEWAY PARTNERS IV LLC, 3214 N UNIVERSITY AVE UNIT 104 PROVO, UT 84604
- Agent: Robert H. Berntsson, Esq., Wideikis, Benedict & Berntsson, L.L.C., THE BIG W LAW FIRM, 3195 South Access Road, Englewood, Florida 34224
- Area: 0.47 acres more or less, 0.47 acres more or less, 0.51 acres more or less, 0.51 acres more or less, 0.58 acres more or less
- Location: Port Charlotte area
- FLUM designation: High Density Residential
- Zoning: RMF-15
- Estimated Base Density: 6, 6, 7, 7, 8
- Storm Surge Zone: Outside of CHHA
- FEMA Flood Zone: N/A
- Service Area: USA
- Neighborhood Framework: N/A
- Are there submerged lands? No
- Other encumbrances: _____
- Public utilities: Charlotte County Utilities?

- Sending Zone Qualifications:

- ☐ Managed Neighborhood (FLU Policy 1.2.9 criteria 1)
- ☐ Rural Service Area (FLU Policy 1.2.9 criteria 2)
 - ☐ Bona fide agriculture
 - ☐ Substandard platted lots
- ☐ Resource Conservation or Preservation FLUM (FLU Policy 1.2.9 criteria 3)
- ☐ CHHA (FLU Policy 1.2.9 criteria 4)
- ☐ Historical or Archaeological Resources (FLU Policy 1.2.9 criteria 5)
- ☐ Environmentally Sensitive Resources (FLU Policy 1.2.9 criteria 5)
- ☐ Prime Aquifer Recharge Area (FLU Policy 1.2.9 criteria 6)
- ☐ Watershed Overlay District (0.5-mile setback) (FLU Policy 1.2.9 criteria 7)
- ☐ Public Water System Wellhead Protection Area (FLU Policy 1.2.9 criteria 8)
- ☐ Wildlife Corridor Critical Linkage (FLU Policy 1.2.9 criteria 9)
- ☐ Building permit or CO has been issued (FLU Policy 1.2.9 criteria 10)
- ☒ Density Reduction (FLU Policy 1.2.9 criteria 11)

- Density Retained: 2 units on each lots
- Density Severed: 24
- Is FLUCCS mapping and species survey required? No
- Type of Covenant: Restrictive Covenant
- Plat: Punta Gorda Isles Section 23
- Other Requirements: _____



Jie Shao, Planner Principal, AICP, MCP
Charlotte County Community Development



NAME Robert H. Beertsson
POSITION Attorney for Applicants

Date: _____

Application #: _____

TDU Ordinance
Application to
Create Sending Zone Density Units from Your Property

Article XX., Sec. 3-5-425 to 3-5-435, County Code

Have you had a Pre-petition Meeting yet?

If **NO**, call the following number to schedule a meeting - 941-743-1242. A Pre-petition Meeting is required prior to submitting this application.

If **YES**, attach a copy of the letter from staff summarizing the meeting.

The County will only process this application if the applicant is also the owner of the Sending Zone (SZ) property. An affidavit from each owner of the property consenting to the application for certification is required. The affidavit form is attached to this application.

Submit one paper copy of the application and a disc containing a copy of the application in PDF format to the Growth Management Department. (Any changes or additions to the application will require you to resubmit the PDF document)

APPLICANT INFORMATION

Applicant's: (add an attachment to the application if there is more than one owner and include % interest of each owner)

Name: SES 026, LLC

Mailing Address: 3214 N. University Ave. #104

City: Provo

State: UT

Zip Code: 84606

Phone Number: 801-341-1880

Fax Number:

Agent's:

Name: Robert H. Berntsson

Mailing Address: 3195 S. Access Road

City: Englewood

State: FL

Zip Code: 34224

Phone Number: 941-627-1000 x5

Fax Number:

Engineer/Surveyor's:

Name: Shremshcok Surveying, Inc.

Mailing Address: 5265 Alametos Terr.

City: North Port

State: FL

Zip Code: 34288

Phone Number: 941-423-8875

Fax Number:

PE#/PLS# 5637

CHECKLIST

- ☒ An affidavit from the property owner(s) of the proposed SZ property – use attached affidavit
 - ☐ Consent form from the mortgage holder if the property is under mortgage
- ☒ A copy of the most current deed or title to the proposed SZ property
- ☒ Legal description of the proposed SZ, with acreages
- ☒ A signed and sealed survey illustrating boundaries and all existing easements of the proposed SZ - if the proposed SZ consists of platted lots and there are no fractions of a lot, then you may satisfy this requirement by submitting a copy of the most recent plat map with the lot(s) outlined (you must still indicate easements or other encumbrances on the copy of the plat).
- ☒ Maps indicating the location of the proposed SZ (to scale)
- ☒ An Ownership and Encumbrance Report or other document of title issued by an attorney or a title insurance company which must be dated no later than two months prior to submittal of this application.
- ☒ A draft Covenant* –
 - ☐ Management plan, if required (Subsection 3-5-432(c)),
- ☒ A narrative indicating the Base Density (see Section 3-5-427, definitions) of the SZ and describing how the calculation was derived, including an indication of how any Encumbrances as identified per Subsection 3-5-429(b)(2)(iv) affect this Base Density; a statement of the number Density Units requested to be transferred from the property and the number of Density Units requested to be retained.
- ☒ If the property is located in the Coastal High Hazard Area, a boundary map of the property with the storm surge zones illustrated upon the map along with an indication of the acreage of each associated storm surge. If there are VE and AE flood zones, these shall also be illustrated on the map. Any Encumbrances must be subtracted from the whole.
- N/A ☐ If required, maps and surveys of the property illustrating the existing land cover using Level 3 Florida Land Use Cover and Forms Classification system, locations of heritage trees and listed flora a fauna species,.
- ☒ An application fee (\$655), made out to the Charlotte County Board of County Commissioners
- ☒ Pre-application letter

*The Covenant must be signed and notarized prior to the Board of County Commissioners (BCC) hearing. This is one of the standards for approval of the petition by the BCC. In the event the petition is approved, the petitioner is required to file the Covenant with the Clerk of the Circuit Court. The petitioner is required to pay the cost of the filing fee. A certified copy must be given to the TDU program administrator for scanning before you will receive your Certificate.

AFFIDAVIT

I, the undersigned, being first duly sworn, depose and say that I am the



fee owner



part owner (% of ownership -)

of the property described and which is the subject matter of this application; that I request to have Density Units severed from the property; that I consent to the County initiating and taking action to modify the FLUM designation, and/or Zoning District as appropriate to reflect the reduced density permitted on the proposed SZ; that I consent to a vacation of the plat, as necessary, and agree to supply a boundary survey and utility easements as required; that all answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the hearing can be advertised. I acknowledge that all items listed in the application must be submitted concurrent at the time the County accepts the application.

STATE OF FLORIDA, COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐

online notarization, this 4th day of November 2022, by Tanner Weekes

who is personally known to me or who has produced _____ as

identification and who did or did not take an oath.

(circle one)

Notary Public Signature

Signature of Applicant

Notary Printed Signature

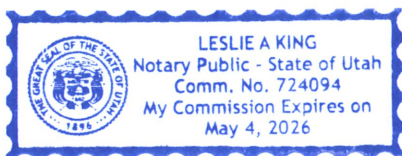
Printed Signature of Applicant

Title

Address

Commission Code

City, State, Zip



Telephone Number

REVISED NARRATIVE TO APPLICATION TO CREATE SENDING ZONE DENSITY AT 1030 NAVIGATOR ROAD

SES 026, LLC, is seeking to sever 5 density units from the above property, which is vacant. The owner intends to construct a triplex on the property. The base density of the property is 8 units, and 3 units are intended to remain on site.

The property is outside the Coastal High Hazard area, and is zoned RMF 15 with a future land use designation of High Density Residential.

A Restrictive Covenant will be placed on the property at the time the density is severed indicating the remaining density for the property.

It is respectfully requested the application be approved.

Dated this 22nd day of February, 2023.

Robert H. Berntsson

Robert H. Berntsson

RESTRICTIVE COVENANT

This Restrictive Covenant (hereinafter “Covenant”) is made this ____ day of _____, 2023, by SES 026, LLC, a Florida limited liability company whose address is 3214 N. University Avenue #104, Provo, Utah 84606, hereinafter referred to as “GRANTOR,” in favor of CHARLOTTE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948, hereinafter referred to as “GRANTEE.”

WHEREAS, GRANTOR is the owner of certain real property located at 1030 Navigator Road, in Charlotte County, Florida, and legally described in Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the GRANTOR desires to construct a duplex on the Property and sever the remaining density from the property to transfer to other property in Charlotte County; and

WHEREAS, the Property consists of one lot, is zoned RMF-15 and contains 26,000 square feet, for a total density of eight (8) units of which three (3) are to remain with the Property; and

WHEREAS, the Property has a parcel identification number of 402309209002; and

WHEREAS, GRANTOR hereby declares that they are lawfully seized of the Property; and that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Covenant; that GRANTOR has good right and lawful authority to make this Covenant; and that GRANTOR agrees to fully warrant and defend this Covenant against the claims of all persons whomsoever; and

WHEREAS, except as otherwise provided herein, GRANTOR intends to sever 5 of the Density Units allocated to the Property pursuant to Section 3-9-150 of the Charlotte County Code of Laws and Ordinances (hereinafter referred to as the “TDU Code”); and

WHEREAS, as defined under the TDU Code, a Density Unit is a development right which equals one increment of housing designed and intended for residential use by one (1) family, whether a single-family residence, mobile home or as part of a duplex, apartment or condominium project.

WHEREAS, Grantor has applied to Charlotte County for severance of five (5) of eight (8) Density Units allocated to the Property; and

WHEREAS, the Property was qualified as a Sending Zone under Petition No. CSZ-22-10; and

WHEREAS, the Property is not a bona fide agricultural use; and

WHEREAS, a management plan is not required for the Property; and

WHEREAS, GRANTORS intend to retain three (3) Density Units on the Property; and

WHEREAS, pursuant to the TDU Code, a condition of the severance of Density Units is that GRANTOR must grant a Covenant imposing certain limitations upon the Property; and

WHEREAS, GRANTOR, in consideration of the approval by Charlotte County of the severing of five (5) Density Units from the Property, agrees to grant and secure to GRANTEE a perpetual Covenant over the Property.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, GRANTOR hereby voluntarily grant and convey to GRANTEE a Restrictive Covenant in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Limitation of Density. The Property is limited to three (3) Density Units.
2. Recitals. The recitals set forth above are true and correct and are incorporated into this Covenant.

3. Enforcement. GRANTEE may enforce the terms of this Covenant at its discretion, but if GRANTOR breaches any term of this Covenant and GRANTEE does not exercise its right under this Covenant, 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 Covenant. No delay or omission by GRANTEE 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 Covenant.
4. Recording. GRANTOR shall record this Covenant in the Public Records of Charlotte County, Florida, and shall re-record it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and Taxes necessary to record this Covenant. GRANTOR shall hold GRANTEE harmless from any recording costs or Taxes necessary to record this Covenant. This Covenant, and any amendment thereto, shall become effective upon recordation.
5. Amendment. This Covenant shall only be amended with the written consent of Charlotte County, through its Board of County Commissioners.
6. Successors. This Covenant shall run with the Property and the covenants, terms, conditions and restrictions of this Covenant 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 caused these presents to be executed in manner and form sufficient to bind Grantor as of the day and the year first above written.

Signed, Sealed and Delivered

in the presence of:

GRANTOR

SES 026, LLC

a Florida limited liability company

By: _____

Name: _____

Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2023 by _____, _____ of SES 026, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Printed Name: _____

My Commission Expires:



Prepared by and Return to:
Linda Raphial, an employee of
First International Title
223 Taylor Street, Suite 1120
Punta Gorda, FL 33950
File No.: 222189-92

WARRANTY DEED

This indenture made on November 01, 2022 by **David Loewy and Tammy Loewy, husband and wife** whose address is: 2200 Gulfview Road, Punta Gorda, FL 33950, hereinafter called the "grantor",

to **SES 026, LLC, a Utah Limited Liability Company**

whose address is: 3214 N. University Ave. #104, Provo, UT 84606,

hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Charlotte County, Florida**, to-wit:

Lot 7, Block 650, PUNTA GORDA ISLES, Section 23, according to the Plat thereof, recorded in Plat Book 12, Page(s) 2A through 2241, inclusive, of the Public Records of Charlotte County, Florida.

Parcel Identification Number: 402309209002

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

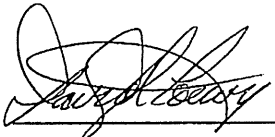
Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.


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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2021.

In Witness Whereof, the grantor(s) has hereunto set their hand(s) and seal(s) the day and year first above written.

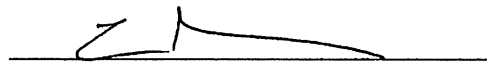


David Loewy



Tammy Loewy

Signed, sealed and delivered in our presence:



1st Witness Signature



2nd Witness Signature

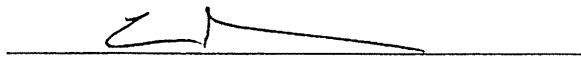
Print Name: Linda Raphael

Print Name: Tammy Kloofczyk

State of Florida

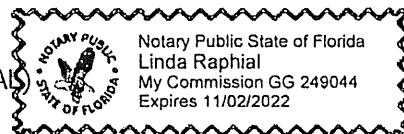
County of Charlotte

The Foregoing Instrument Was Acknowledged before me by means of (☒) physical presence or (☐) online notarization on this 1st day of November, 2022, by **David Loewy and Tammy Loewy**, who (☒) is/are personally known to me or who (☐) produced a valid _____ as identification.



Notary Public Signature
Printed Name: Linda Raphael
My Commission Expires: 11-2-22

(NOTARY SEAL)



OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: James W. Leffler
Authorized Officer or Agent
James W. Leffler
First International Title, LLC
223 Taylor St Ste 1120
Punta Gorda, FL 33950-4453
Tel: 941-916-9614
Fax: 941-916-9807



By:

Michael J. Nolan

Michael J. Nolan
President

Attest:

Marjorie Nemzura

Marjorie Nemzura
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk

of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to



do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.



(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this

policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: First International Title - Punta Gorda Branch

Issuing Office: First International Title

Issuing Office's ALTA Registry ID: 1139025

Issuing Office File Number: 222189-92

Property Address: 1030 Navigator Road Punta Gorda, FL 33983

SCHEDULE A

Name and Address of Title Insurance Company:

Fidelity National Title Insurance Company

Policy Number: **2730609-228994392**

Premium: **\$474.38**

Amount of Insurance: **\$82,500.00**

Date of Policy: **November 1, 2022, at 03:02pm**

1. The Insured is:

SES 026, LLC, a Utah LLC

2. The estate or interest in the Land insured by this Policy is:

Fee Simple

3. The Title is vested in:

SES 026, LLC, a Utah LLC

4. The Land referred to in this Policy is described as:

Lot 7, Block 650, PUNTA GORDA ISLES, Section 23, according to the Plat thereof, recorded in Plat Book 12, Page(s) 2A through 2Z41, inclusive, of the Public Records of Charlotte County, Florida.

Fidelity National Title Insurance Company**SCHEDULE B****EXCEPTIONS FROM COVERAGE**Policy Number: **2730609-228994392**

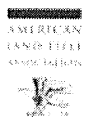
Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any leases or easement identified in Schedule A, and the following matters.:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the land.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

NOTE: Exception(s) numbered 1 and 3 above is/are hereby deleted

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of PUNTA GORDA ISLES SECTION TWENTY THREE, as recorded in Plat Book 12, Page(s) 2A to 2Z41, inclusive, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 393, page 608 and amended in Book 411, page 979, Book 539, page 860, Book 1652, page 1944; and Assignment Of Rights To Enforce Restrictive Covenants recorded in Book 1141, page 218 and Book 1246, page 1985; and Notice Of Preservation Of Declaration Of Restrictions in Book 2059, page 745, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Amended And Restated Bylaws Of Section 23 Property Owner's Association, Inc., recorded in Book 1576, page 1258 and amended in Book 1592, page 658, Book 1615, page 1171, Book 1718, page 2139, Book 1718, page 2140, Book 1745, page 2098, Book 2033, page 1120.



11. Amended And Restated Articles Of Incorporation Of The Section 23 Property Owner's Association, Inc., recorded in Book 1621, page 520.
12. Conveyance of easements from Deep Creek Utilities to Punta Gorda Isles, Inc., recorded in Book 1010, page 612.
13. Easement granted to Southern State Utilities, Inc. recorded in Book 1010, page 624 and Assignment of said easement to Charlotte County in Book 2374, page 346.
14. Conveyance of common areas, etc. by PGI, Incorporated, f/k/a Punta Gorda Isles, Inc. to all owners located in Punta Gorda Isles, Section 23, recorded in Book 1240, page 1987 and Book 2939, page 1134.
15. Right-of-Way Utilization Agreement with Deep Creek Utilities, Inc., recorded in Book 1007, page 1807 and re-filed in Book 1008, page 1695.
16. Resolution accepting maintenance of certain roads by Charlotte County recorded in Book 951, page 1747.
17. Subject land lies within various County Special Assessment Districts and/or Municipal Taxing Districts, and is subject to liens for assessments imposed by virtue of the ordinances and resolutions creating these districts and any modifications thereto.
18. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.

Note: All the recording information contained herein refers to the Public Records of Charlotte County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Records Books of said county, unless indicated to the contrary.