



**Date:** June 15, 2022

## TRANSMITTAL

**Attention:** Jie Shao

**To:** Charlotte County Community Development Department

**From:** Alexis Crespo, RVI Planning + Landscape Architecture

**CC:** Todd Mathes, Benderson Development

**Project Name:** Harborview Comprehensive Plan Amendment

**Project Number:** RVI22003042-02

- ☐ Messenger
- ☐ U.S. Mail
- ☐ Overnight
- ☐ Fax
- ☐ Hard Copy by Mail
- ☒ Hand Delivered

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Please find the following items attached for your review:

- One (1) unbound original Comprehensive Plan Amendment application package
- One (1) check in the amount of \$2,640.00 for the application fee

Thanks!

A handwritten signature in blue ink, appearing to read 'ACrespo'.

Alexis Crespo, AICP  
RVI Planning + Landscape Architecture



CHARLOTTE COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

**LARGE SCALE PLAN AMENDMENT (TEXT)**  
**Application Information**

**Application Submittal Requirements**

- **Supply one unbound copy of the Application Materials (see checklist below).** Staff will have up to 5 working days following the application deadline day to review the application for completeness. If incomplete, the application will be returned with a description of the reasons why the application is incomplete. The applicant may resubmit the application any time prior to the next application deadline day.
- **Once deemed complete, the applicant will be notified that the application has been logged-in. The applicant is then required to supply one electronic copy, in PDF format, of all documents.** Additional copies of certain items will be required prior to the public hearing dates. ***Do not*** submit the additional copies to the Building and Growth Management Department until requested by a staff member of the department.
- **If deemed complete, the application will be logged in and assigned to a P&Z and BCC hearing cycle (see attached Application Schedule).** Staff will commence review.
  - The applicant is responsible for promptly providing any information that needs to be updated, modified, or newly submitted as part of the review; otherwise the petition may be continued to a later cycle or a recommendation of denial will be necessary.
- **No additional changes may be made to any information in an application subsequent to one week before the hearing packet is due to be compiled for the Planning and Zoning Board members or the NOVUS Agenda item deadline for the Board of County Commissioners.** The planner in charge of the petition will be able to inform the applicant of the drop-dead date.
- The filing fee is **\$2,640.00**, with check made payable to the Charlotte County Board of County Commissioners or CCBCC

**Additional Copies for Hearing Packet**

10 copies each of the following when requested by department staff:

- any bound items
- any maps or other graphics sized larger than 11 X 17 (except surveys)
- any items in color.



CHARLOTTE COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for  
LARGE SCALE PLAN AMENDMENT (TEXT)

Date Received:	Time Received:
Date of Log-in:	Petition #:
	Accela #:
Receipt #:	Amount Paid:

1. PARTIES TO THE APPLICATION

**Name of Applicant:** RDL Associates, LLC; Peace River Associates, LLC; Peace River East II, LLC; Post Falls Management Associates, LLC

Mailing Address: 7978 Cooper Creek Blvd

City: University Park,	State: FL	Zip Code: 34201
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Phone Number: (941) 359-8303	Fax Number: 941.359.1478
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Email Address: bdcpermit@benderson.com

**Name of Agent:** Alexis Crespo, AICP

Mailing Address: 28100 Bonita Grande Drive, Suite 305

City: Bonita Springs	State: FL	Zip Code: 34315
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Phone Number: (239) 850-8525	Fax Number:
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Email Address: acrespo@rviplanning.com

2. APPLICANT'S ATTACHMENTS

- Submit a strikethrough/underline version of the proposed changes.
- Describe the purpose of/reason for the proposed change.

3. ADDITIONAL REQUIREMENTS

- Traffic Impact Study:* If the proposed change could influence traffic patterns, supply a study that identifies the impacts that could occur through adoption of the proposed change.
- Environmental Impact Assessment:* If the proposed change could have an impact on environmental resources, supply a narrative discussing what those impacts could be and how they will be mitigated.
- Public Infrastructure and Service Impact Assessment:* If the proposed change could have an impact on infrastructure or services, supply a narrative discussing what those impacts could be and how they will be mitigated or addressed.






## AFFIDAVIT

I, the undersigned, being first duly sworn, depose and say that all data and other supplementary matter attached to and made a part of the application and staff report are honest and true to the best of my knowledge and belief.

STATE OF Florida, COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 23 day of May, 2022, by  
**Stephen C. Scalione**  
who is personally known to me or has/have produced

as identification and who did/did not take an oath.

	
Notary Public Signature	Signature of Applicant or Agent
	<b>Stephen C. Scalione, Manager</b>
Notary Printed Signature	Printed Signature of Applicant or Agent
	7978 Cooper Creek Blvd
Title	Address
	University Park, FL 34201
Commission Code	City, State, Zip
	(941) 359-8303
	Telephone Number



## **PROPOSED TEXT AMENDMENT**



## HARBORVIEW COMPREHENSIVE PLAN AMENDMENT PROPOSED TEXT AMENDMENT

### Harborview

Land Use	Development Right
Residential	3,859 Units
Office	50,000 Square Feet
Commercial	655,000 Square Feet
Hotel Rooms	350 Rooms
<del>Public Marina</del>	<del>260 Wet Boat Slips</del> <del>192 Dry Storage Boat Slips</del> <del>20 Single-family boat slips</del> <del>qualifying under</del> <del>Section 403.813, F.S.</del>
Open Space, Preservation and Recreational Uses	136 Acres

#### Notes:

1. In the West Village, the base density in the Coastal High Hazard Area is 398 units; maximum allowed density in the CHHA is 733 units. Any development in excess of 398 units requires a transfer of density from an equivalent Coastal High Hazard Area.
2. Non-residential land uses approved by the Development Order may be increased in one land use category and concurrently reduced in another land use category, if a Land Use Equivalency Matrix is adopted as part of the Harborview DRI Development Order.



## **REQUEST NARRATIVE/JUSTIFICATION**



## HARBORVIEW COMPREHENSIVE PLAN AMENDMENT

### REQUEST NARRATIVE

#### I. Request

Peace River East II LLC, Post Falls Management Associates LLC & ETAL, and Will-Ridge Associates LLC & ETAL are requesting approval of a Comprehensive Plan Text Amendment to eliminate the "Public Marina" land use and associated development rights from FLUE Appendix VI for the 653+/- acre site known as Harborview Planned Development/Development of Regional Impact.

This amendment will be supplemented by a companion PD Amendment to eliminate the Public Marina from the PD Concept Plan/Rezone Site Plan and make other required changes to support the Client's revised development program.

#### II. Existing Conditions

The Property is located at the northeast, southeast and southwest quadrants of the Harborview Road/Interstate 75 interchange. The Parcel ID Numbers are listed: 402321401002, 402321401001, 402321300002, 402328201001, 402321300001, 402329226001, and 402321300001. The Property is zoned Planned Development (PD) and the Future Land Use is "DRI Mixed Use". The Property is currently vacant and contains vegetation and wetlands. A portion of the Property is located in the Coastal High Hazard Area.

#### III. Surrounding Land Use Pattern

The Property is within a suburban and developing area of the County at the interchange of Interstate 75 and Harborview Road. This area is characterized by a mix of residential, institutional and commercial uses. The surrounding land use pattern consists of multi-family and single family residential to the north, west and east; Peace River and preservation lands to the south; and Charlotte County Utilities located to the northwest of the property. The area also includes several commercial retail uses and the Deep Creek Elementary school to the east of the site. Table 1 below further defines the surrounding Future Land Use designations, zoning districts and existing land uses.

**Table 1: Inventory of Surrounding Lands**

	<b>FUTURE LAND USE</b>	<b>ZONING DISTRICT</b>	<b>EXISTING LAND USE</b>
<b>NORTH</b>	Low Density Residential, Commercial	RSF3.5	Single Family Residential
<b>SOUTH</b>	Preservation	N/A	Peace River
<b>EAST</b>	Public Lands & Facilities, Low Density Residential, Medium Density Residential	RMF10, RSF3.5	Elementary School; Single- Family Residential
<b>WEST</b>	Public Lands & Facilities, Low Density Residential, Medium Density Residential	RMF10, RSF3.5	Charlotte County Utilities; Department; Single Family Residential

#### IV. Property History

In 2010, the Harborview DRI/PD was approved for 3,859 residential dwelling units, 50,000 SF of office space, 655,000 SF of commercial space, 350 hotel rooms, a public marina with 260 wet boat slips and 192 dry storage boat slips ("Marina"). The Planned Development is divided into three Villages: North Village, East Village, and West Village. The North Village is permitted for residential, commercial and mixed uses. The East Village is permitted for residential, commercial, hotel, mixed-use, and a public. The West Village is limited to residential uses and preservation/open space.

Due to the recession peaking at the time of the PD/DRI zoning approval and changing market demands as the region emerged from the economic downturn, the project was never developed and remains vacant.

#### V. Proposed Amendment Justification

The amendment requests to remove the "Public Marina" land use from the overall PD/DRI development rights from Future Land Use Element Appendix VI of the Charlotte 2050 Comprehensive Plan. The marina use is not intended for development due to permitting hurdles and market demand for lower-impact residential communities along the Peace River frontage.

The public marina is approved for 260 wet boat slips, 192 dry storage boat slips, and 20 private slips for single-family dwellings, totaling 472 slips. Elimination of this significant public marina facility will substantially reduce the traffic generated by the project and enhance the protection of environmentally sensitive lands on-site and along the Peace River. Therefore, the request does not require additional supportive data & analysis from an environmental or transportation standpoint, as discussed at our pre-application meeting with Staff.

#### VI. Charlotte Plan Consistency

The following is an analysis of how the proposed amendment is consistent with the goals, policies and objectives of the Charlotte County Comprehensive Plan.

*"Consistency with Comprehensive Plan. The County shall issue all development orders or permits to be consistent with the Future Land Use Map (FLUM) Series and Charlotte 2050 Comprehensive Plan as specified in Chapter 163.3194, F.S. All County regulations, including the Zoning Code, Subdivision Regulations, and Zoning Atlas, are subordinate to the Plan and to the FLUM Series. Density and intensity increases shall only be allowed up to the maximum provided by the designation of the subject property; increases beyond the maximum shall require a comprehensive plan amendment to a higher intensity use should one exist."*

***RESPONSE: The proposed amendment will reduce, rather than increase the allowable uses, and will support a forthcoming PD and DRI amendment to similarly eliminate the public marina use areas from the site plan. Thus, the proposed text amendment is required to achieve consistency between the zoning and the Comprehensive Plan, in direct compliance with the above policy.***

*ENV Policy 2.2.6: Environmental Land Protection. the County shall protect environmental lands using all available methods, including: land acquisition; incentives; land development requirements for the provision of conservation and preservation areas; and denial of increases in density and intensity.*

**RESPONSE:** Eliminating the marina use will result in less environmental impacts on the lands adjacent to Peace River and the water body itself. Lowering the environmental impacts as proposed is in direct compliance with the above policy.

*FLU Objective 2.3: Water Quality and Quantity Protection. To enhance the significant assets associated with the County's water-based resources by ensuring that the water quality of these resources is protected, and the water supply is not compromised.*

**RESPONSE:** Preserving the shoreline with native vegetation and eliminating docks and associated facilities will enhance water quality and increase the level of ecological protection provided by the development. A conservation easement is required by the PD rezoning approval and will continue to ensure the preservation of all wetlands and associated buffer uplands on the subject property.

*FLU Policy 2.1.7: Wetland Protection. The County shall protect wetlands so as to be consistent with the objectives and policies within the Natural Resources element and the Coastal Planning element, including the requirement that development proposals and activities protect wetlands so that productive natural functions shall be maintained in the post development environment.*

**RESPONSE:** The lands adjacent to Peace River are intended for wetlands and conservation and will continue to be protected upon approval of this amendment. As discussed above, the removal of the marina will serve as an environmental enhancement and reduce impacts on sensitive lands adjacent to the River.

*FLU Policy 5.7.4: Commercial Landscaping and Buffering. The County shall enforce its landscaping and buffer regulations on all new commercial developments to protect the aesthetic qualities of commercial lands; to provide shady, well-landscaped parking lots in all commercial areas; and to provide buffering in order to protect adjacent, less intensive land uses from adverse impacts such as noise, lighting, and traffic. Alternate urban design standards shall be required for areas that are developed under a Revitalization Plan, an Emerging Area Plan or a Special Area Plan.*

**RESPONSE:** The proposed amendment proposes to eliminate the public marina uses and associated 472 boat slips. This will result in a reduction of the project's traffic impacts ensuring less impacts on public infrastructure and surrounding neighborhoods.

## **VII. Conclusion**

Based upon the above information, the proposed amendment is consistent with the Goals, Objectives and Policies of the Charlotte 2050 Comprehensive Plan. The amendment will reduce the environmental impacts of the project, as well as traffic impacts generated by the public marina use. For these reasons, the Applicant respectfully requests approval of this petition.



## **DEEDS & SUNBIZ INFORMATION**

MC  
AT

#77 BQ  
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This instrument prepared by  
and return to:  
John J. Waskom, Esq.  
Icard, Merrill, Cullis, Timm,  
Furen & Ginsburg, P.A.  
2033 Main Street, Suite 600  
Sarasota, Florida 34237  
941.366.8100  
Tax ID: #0071106-000000-4 & 0071284-000000-8

## WARRANTY DEED

**THIS INDENTURE**, made this 17 day of March, 2006, BETWEEN **MARTIN E. SEGAL, individually, as to an undivided .5% interest**, whose post office address is 2655 LeJune Road, Suite 1101, Coral Gables, Florida 33134, Grantor(s) and **PEACE RIVER ASSOCIATES, LLC, a Florida limited liability company**, whose post office address is 8441 Cooper Creek Boulevard, University Park, Florida 34201, Grantee(s),

**WITNESSETH**, that said Grantor(s), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said Grantor(s) in hand paid by said Grantee(s), the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee(s), and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Charlotte County, Florida, to-wit:

An undivided .5% interest in that portion lying in United States Government Lot 1, Section 29, Township 40 South, Range 23 East, and that part of Section 20, Township 40 South, Range 23 East, lying South and East of County Road, LESS that portion of the above 2 parcels lying within the right of way of Interstate 75 (State Road 93) all lying and being in Charlotte County, Florida.

ALSO LESS and excepting therefrom the real property described within Order of Taking recorded in Official Records Book 1176, page 1654, et. seq., of the Public Records of Charlotte County, Florida

This conveyance is made and accepted subject to taxes accruing subsequent to January 1, 2006 and subsequent years, zoning and other applicable governmental statutes, ordinances, rules and regulations pertaining to the use or operation of the Property, none of which shall be reimposed hereby.

Together with all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in any way appertaining thereto, if any, and all right, title and interest of Grantor, if any, in and to any streets, ways, alleys, strips or gores of land adjoining the Property or any part thereof.

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

Grantor, Martin E. Segal, warrants that the property described herein is not his homestead.

IN WITNESS WHEREOF, the Grantors have caused this these presents to be executed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Nancy A. Richman*  
Print Nancy A. Richman  
*Rosalie N. Roberts*  
Print Rosalie N. Roberts

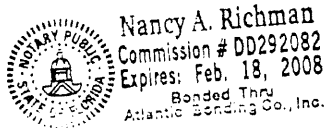
*M. E. Segal*  
MARTIN E. SEGAL, individually

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 17 day of March, 2006, by Martin E. Segal, individually

☒ who is personally known to me,  
☐ who has produced \_\_\_\_\_ as identification

and who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.



*Nancy A. Richman*  
NOTARY PUBLIC

Print \_\_\_\_\_  
State of Florida at Large (Seal)  
My Commission Expires:

MC  
21

#777 89  
★

THIS INSTRUMENT PREPARED BY:  
JOHN J. WASKOM, ESQ.  
ICARD, MERRILL, CULLIS, TIMM,  
FUREN & GINSBURG, P.A.  
2033 Main Street  
Sarasota, Florida 34237  
(941) 366-8100  
PARCEL ID#0071108-000000-2 (a portion of)

## TRUSTEE WARRANTY DEED

**GRANTOR: GERALDINE D. SCHWARTZ and CHARLES F. W. SCHWARTZ, as Co-Trustees of the Vance Schwartz Testamentary Trust, as to an undivided thirty (10%) percent interest whose address is P.O. 1266, Prescott, Arizona 86302.**

**GRANTEE: PEACE RIVER ASSOCIATES, LLC, a Florida limited liability company, whose address is 8441 Cooper Creek Boulevard, University Park, Florida 34201**

That the Grantor, by virtue of the power and authority to Grantor given by the Statutes of the State of Florida and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey to the Grantee, his heirs and assigns forever that certain land situate in Charlotte County, Florida, to-wit:

**An undivided ten (10%) percent interest in that portion lying West of Interstate 75 (State Road 93), of the following described parcel:**

**Beginning at the Northwest corner of Government Lot 4, of Section 21, Township 40 South, Range 23 East, run North 85° 52'13" East, 2731.06 feet to the Center Quarter corner of said Section 21; thence South 01° 25'01" East along the East line of Government Lot 3, 4420.27 feet; thence South 73° 00'00" West, 980 feet; thence South 88° 35'00" West 537.94 feet; thence North 30° 55'00" West, 270 feet; thence North 45° 45'00" East, 510 feet; thence North 23° 40'00" East, 217.8 feet; thence North 30° 13'00" West, 227.5 feet, more or less, to the Southerly shore of the West ½ of the fractional Section 28, Township 40 South, Range 24 East; thence Westerly along said Southerly shore to a point on the West line of said fraction Section 28; thence North 00° 55'30" West, along said West line, extended, 3266 feet, more or less, to the Point of Beginning. LESS that portion of the above described property lying within the right of way of Interstate 75 (State Road 93), lying and being in Charlotte County, Florida**

subject to taxes for the current year and subsequent years, zoning and use restrictions, covenants and easements and restrictions of record, none of which shall be reimposed hereby.

This Deed hereby confers on the Trustee the power and authority outlined in the Trust Agreements, including either to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this Deed.

In accordance with the unrecorded Trust Agreements, this Deed declares the interest of beneficiaries under the Trust Agreement to be personal property only.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except as aforesaid.

Grantor, GERALDINE D. SCHWARTZ and CHARLES F. W. SCHWARTZ, as Co-Trustees of the Vance Schwartz Testamentary Trust warrants that the property described herein is not their homestead.

DATED: March 20, 2006

Witnesses:

Constance T. McNamara  
Print Name: Constance T. McNamara

Geraldine D. Schwartz Co-trustee  
GERALDINE D. SCHWARTZ, as Co-Trustee of the Vance Schwartz Testamentary Trust

Laura Hagerman  
Print Name: LAURA HAGERMAN

Print Name: \_\_\_\_\_

\_\_\_\_\_  
CHARLES F. W. SCHWARTZ, as Co-Trustee of the Vance Schwartz Testamentary Trust

Print Name: \_\_\_\_\_

[notary acknowledgments on following page]

In accordance with the unrecorded Trust Agreements, this Deed declares the interest of beneficiaries under the Trust Agreement to be personal property only.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except as aforesaid.

Grantor, GERALDINE D. SCHWARTZ and CHARLES F. W. SCHWARTZ, as Co-Trustees of the Vance Schwartz Testamentary Trust warrants that the property described herein is not their homestead.

DATED: March 16<sup>th</sup>, 2006

Witnesses:

Print Name: \_\_\_\_\_

GERALDINE D. SCHWARTZ, as Co-Trustee of the Vance Schwartz Testamentary Trust

Print Name: \_\_\_\_\_

Arlene Minuskin  
Print Name: ARLENE MINUSKIN

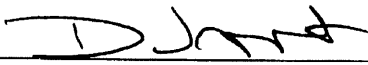
Charles F. W. Schwartz  
CHARLES F. W. SCHWARTZ, as Co-Trustee of the Vance Schwartz Testamentary Trust


Anne Jack  
Print Name: Anne Jack

[notary acknowledgments on following page]

FLORIDA  
STATE OF ~~ARIZONA~~  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on March 20, 2006,  
by GERALDINE D. SCHWARTZ, as Co-Trustee of the Vance Schwartz Testamentary  
Trust who is personally known to me or ~~who has produced a driver's license as~~  
~~identification.~~

  
\_\_\_\_\_  
Notary Public  
Serial No. (if any) \_\_\_\_\_  
Commission Expiration Date: Expires August 28, 2008



STATE OF ARIZONA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2006,  
by CHARLES F. W. SCHWARTZ, as Co-Trustee of the Vance Schwartz Testamentary  
Trust, who is personally known to me or who has produced a driver's license as  
identification.

\_\_\_\_\_  
Notary Public  
Serial No. (if any) \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_

W:\RSW\HECHT-14.2\PARCEL 2\SCHWARTZ\Trustee Deed-Schwartz.wpd

STATE OF ARIZONA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2006,  
by GERALDINE D. SCHWARTZ, as Co-Trustee of the Vance Schwartz Testamentary  
Trust who is personally known to me or who has produced a driver's license as  
identification.

\_\_\_\_\_  
Notary Public

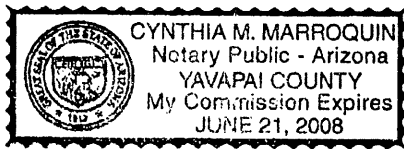
Serial No. (if any) \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

STATE OF ARIZONA

COUNTY OF Yavapai

The foregoing instrument was acknowledged before me on March 16, 2006,  
by CHARLES F. W. SCHWARTZ, as Co-Trustee of the Vance Schwartz Testamentary  
Trust, who is personally known to me ~~or who has produced a driver's license as~~  
identification.



[Signature]

Notary Public

Serial No. (if any) \_\_\_\_\_

Commission Expiration Date: 6/21/08

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DS

✓  
This Document Prepared by and Return to  
Alicia H. Gayton, Esq.

*Benderson Development Co., LLC*  
8441 Cooper Creek Blvd.  
University Park, Florida 34201  
Parcel ID Numbers: 402321300002

## WARRANTY DEED

THIS INDENTURE, made this 26<sup>th</sup> day of June, 2009, between Randall Benderson and David H. Baldauf as Trustees under Trust Agreement dated December 29, 1995 known as the **RONALD BENDERSON 1995 TRUST**, whose address is 8441 Cooper Creek Blvd., University Park, FL 34201 ("GRANTOR"), and **PEACE RIVER EAST, LLC**, a Florida limited liability company, whose address is 8441 Cooper Creek Blvd., University Park, FL 34201 ("GRANTEE").

WITNESSETH: That the GRANTOR, in consideration of the sum of **one dollar (\$1.00)** and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, an undivided **13.05232%** interest in and to the following described land, situate, lying and being in the County of CHARLOTTE, State of FLORIDA, to wit:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION.

SUBJECT TO easements, restrictions and reservations of record, and real property taxes and assessments for the year 2009 and subsequent years, which are not yet due and payable.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever. AND the GRANTOR hereby covenant with said GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; that GRANTOR hereby fully warrants the title to said land will defend the same against the lawful claims of all persons.

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

*Sherry A. Keklak*  
Witness Printed Name: *Sherry A. Keklak*

RONALD BENDERSON 1995 TRUST

*Kim Owens*  
Witness Printed Name: *Kim Owens*

By: *David H. Baldauf*  
David H. Baldauf, Trustee

STATE OF New York )  
COUNTY OF Erie ) SS:

The foregoing instrument was acknowledged before me this *23<sup>rd</sup>* day of June 2009 by David H. Baldauf, Trustee of the RONALD BENDERSON 1995 TRUST, on behalf of the Trust. He is personally known to me.

SHERRY A. KEKLAK  
Notary Public, State of New York  
Registration No. 01KE6018498  
Qualified in Erie County  
My Commission Expires January 11, 20 *11*

*Sherry A. Keklak*  
Printed Name: \_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires: \_\_\_\_\_

A PARCEL OF LAND LYING AND BEING IN SECTIONS 21 & 28,  
TOWNSHIP 40 SOUTH, RANGE 23 EAST, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

THAT PORTION LYING EAST OF INTERSTATE 75 (STATE ROAD 93),  
OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4,  
OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 23 EAST, RUN  
NORTH 85°52'13" EAST, 2731.06 FEET TO THE CENTER QUARTER  
OF SAID SECTION 21; THENCE SOUTH 01°25'01" EAST ALONG THE  
EAST LINE OF GOVERNMENT LOT 3, 4420.27 FEET; THENCE SOUTH  
73°00'00" WEST, 980 FEET; THENCE SOUTH 88°35'00" WEST  
537.94 FEET; THENCE NORTH 30°55'00" WEST, 270 FEET; THENCE  
NORTH 45°45'00" EAST, 510 FEET; THENCE NORTH 23°40'00"  
EAST, 217.8 FEET; THENCE NORTH 30°13'00" WEST, 227.5 FEET,  
MORE OR LESS, TO THE SOUTHERLY SHORE OF THE WEST 1/2  
OF THE FRACTIONAL SECTION 28, TOWNSHIP 40 SOUTH, RANGE 23  
EAST; THENCE WESTERLY ALONG SAID SOUTHERLY SHORE TO A  
POINT ON THE WEST LINE OF SAID FRACTIONAL SECTION 28;  
THENCE NORTH 00°55'30" WEST, ALONG SAID WEST LINE,  
EXTENDED, 3266 FEET, MORE OR LESS, TO THE POINT OF  
BEGINNING. LESS THAT PORTION OF THE ABOVE DESCRIBED  
PROPERTY LYING WITHIN THE RIGHT OF WAY OF INTERSTATE 75  
(STATE ROAD 93).



This Document Prepared by and Return to:  
Alicia H. Gayton, Esq. *Benderson Development, Co. LLC*  
8441 Cooper Creek Blvd.  
University Park, Florida 34201  
Parcel ID Numbers: 402321401001

704  
05

## WARRANTY DEED

THIS INDENTURE, made this 26<sup>th</sup> day of June, 2009, between **POST FALLS MANAGEMENT ASSOCIATES, LLC**, a New York limited liability company, whose address is 8441 Cooper Creek Blvd., University Park, FL 34201 ("GRANTOR"), and **PEACE RIVER EAST II, LLC**, a Florida limited liability company, whose address is 8441 Cooper Creek Blvd., University Park, FL 34201 ("GRANTEE").

WITNESSETH: That the GRANTOR, in consideration of the sum of **one dollar (\$1.00)** and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, fee simple title in and to the following described land, situate, lying and being in the County of CHARLOTTE, State of FLORIDA, to wit:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION.

SUBJECT TO easements, restrictions and reservations of record, and real property taxes and assessments for the year 2009 and subsequent years, which are not yet due and payable.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever. AND the GRANTOR hereby covenant with said GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; that GRANTOR hereby fully warrants the title to said land will defend the same against the lawful claims of all persons.

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

Sherry A. Keklak  
Witness Printed Name: Sherry A. Keklak

**POST FALLS MANAGEMENT ASSOCIATES, LLC**

Kim Owens  
Witness Printed Name: Kim Owens

By: David H. Baldauf  
David H. Baldauf, Manager

STATE OF New York )  
COUNTY OF Erie ) SS:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June 2009 by David H. Baldauf, Manager of POST FALLS MANAGEMENT ASSOCIATES, LLC, a New York limited liability company on behalf of the company. He is personally known to me.

**SHERRY A. KEKLAK**  
Notary Public, State of New York  
Registration No. 01KE6018498  
Qualified in Erie County  
My Commission Expires January 11, 20 11

Sherry A. Keklak  
Printed Name: Sherry A. Keklak  
Notary Public State of Florida  
My Commission Expires:

**Exhibit "A"**  
**Page 1 of 3**

All less the East 395 feet of that certain parcel or tract of land particularly described as follows:

The North One-Half, and Government Lot 1 less the South 16 acres, and all of Government Lot 2, lying and being in Section 21, Township 40 South, Range 23 East, together with riparian rights thereunto appertaining and also all accretion thereto.

**ALONG WITH:**

A parcel of land in Peace River in Section 28, Township 40 South, Range 23 East per O.R. Book 115, at page 27, of the Public Records of Charlotte County, Florida, commonly known as part of Island Nell and more particularly described as follows:

From the Northwest corner of Government Lot 2 of Section 21 in said Township 40 South, Range 23 East, run South 01° 25' 01" East, along the West line of said Government Lot 2 and the extension thereof, a distance of 2,955.74 feet to the Point of Beginning of the parcel hereinafter described:

Thence South 72° 21' 52" East, a distance of 560.50 feet; thence South 04° 37' 21" East, a distance of 230.00 feet; thence South 82° 23' 00" East, a distance of 52.00 feet; thence North 32° 02' 00" East, a distance of 374.00 feet; thence North 71° 33' 35" East, a distance of 115.12 feet, more or less, to the intersection with the Southerly extension of the East line of said Government Lot 2; thence South 01° 39' 47" East along said Southerly extension, a distance of 465.00 feet to the shoreline of Peace River; thence along said shoreline of Peace River the following courses and distances: South 46° 16' 46" West, a distance of 187.82 feet; then South 55° 02' 00" West a distance of 312.00 feet; thence South 60° 34' 00" West, a distance of 405.00 feet; thence South 50° 23' 00" West, a distance of 202.00 feet; thence South 56° 12' 30" West, a distance of 253.00 feet; thence South 66° 40' 00" West, a distance of 270.00 feet, more or less, to the intersection with the Southerly extension of the West line of said Government Lot 2; thence North 01° 25' 01" West along said Southerly extension, a distance of 1,464.53 feet more or less, to the Point of Beginning.

**LESS AND EXCEPT:**

A portion of Section 21, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Northeast corner of said Section 21, run South 87° 58' 54" West, along the North line of said Section 21 a distance of 425.46 feet to the Point of Beginning of the lands herein described:

Said point also being on the West line of HARBOR HEIGHTS, Section Nine, Part One, as recorded in Plat Book 4, pages 38A thru 38-D of the Public Records of Charlotte County, Florida; said point also being the Southeast corner of PUNTA GORDA ISLES, Section Twenty-Three as recorded in Plat Book 12, page 2-A thru 2-Z-41, of the Public Records of Charlotte County, Florida; thence continue South 87° 58' 54" West along said South line of PUNTA GORDA ISLES, Section 23 and the North line of Section 21, a distance of 701.90 feet; thence South 00° 38' 19" West, parallel with the East line of said Section 21, a distance of 1,229.64 feet to the Northerly Right-of-Way Line of State Road 776, according to the Florida Department of Transportation Right-of-Way Maps Section No. 01560-2601; thence South 89° 21' 11" East, along said Right-of-Way Line, a distance of 460.96 feet; thence North 00° 38' 49" East, along said Right-of-Way Line, a distance of 10.00 feet; thence South 89° 21' 11" East, along said Right-of-Way Line, a distance of 240.20 feet to a point on the West line of said HARBOUR HEIGHTS, Section Nine, Part one; thence North 00° 38' 19" East, along said West line, a distance of 1,252.28 feet to the Point of Beginning of the lands herein described.

**LESS AND EXCEPT:**

The Right-of-Way of Harborview Road (State Road No. S-776) per Florida Department of Transportation right-of-Way Maps Section No. 01560-2601.

**Exhibit "A"**  
**Page 2 of 3**

LESS AND EXCEPT:

The Right-of-Way of I-75 (State Road No. 93) per Florida Department of Transportation Right-of-Way Maps Section No. 01075-2401.

AND TOGETHER WITH the following shown in Resolution recorded April 22, 2004 in Official Records Book 2447, page 2054, and described as follows:

**SURVEYOR'S DESCRIPTION: PARCEL 3 (ENVIRONMENT - WETLAND):**

A parcel of land lying in Section 21, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 21; thence South  $88^{\circ} 15' 11''$  West, along the North line of said Section 21, a distance of 2710.11 feet to a point; thence, South  $88^{\circ} 15' 22''$  West, along said North line, a distance of 530.42 feet to the Point of Beginning.

Thence continue, South  $88^{\circ} 15' 22''$  West, along North line of said Section, a distance of 409.45 feet; thence, South  $01^{\circ} 44' 38''$  East, a distance of 14.42 feet to the point of curvature of a curve to the left, having as elements a radius of 189.34 feet, a central angle of  $28^{\circ} 23' 36''$ , and a chord bearing of South  $15^{\circ} 56' 26''$  East; thence, along the arc of said curve, an arc length of 93.83 feet to the point of tangency of said curve; thence, South  $30^{\circ} 08' 14''$  East, a distance of 175.17 feet to the point of curvature of a curve to the right, having as elements a radius of 115.00 feet, a central angle of  $93^{\circ} 30' 48''$ , and a chord bearing of South  $16^{\circ} 37' 10''$  West; thence, along the arc of said curve, an arc length of 187.69 feet to the point of reverse curvature of a curve to the left, having as elements a radius of 240.00 feet, a central angle of  $84^{\circ} 25' 06''$ , and a chord bearing of South  $21^{\circ} 10' 01''$  West; thence, along the arc of said curve, an arc length of 353.61 feet to the point of tangency of said curve; thence, South  $21^{\circ} 02' 31''$  East, a distance of 173.48 feet to a point on a curve to the left, having as elements a radius of 565.00 feet, a central angle of  $26^{\circ} 32' 25''$ , and a chord bearing of North  $55^{\circ} 41' 16''$  East; thence, along the arc of said curve, an arc length of 261.72 feet to the end of said curve; thence, North  $18^{\circ} 47' 22''$  East, a distance of 91.83 feet to the point of curvature of a curve to the left, having as elements a radius of 350.00 feet, a central angle of  $44^{\circ} 43' 21''$ , and a chord bearing of North  $03^{\circ} 34' 19''$  West; thence, along the arc of said curve, an arc length of 273.19 feet to the point of reverse curvature of a curve to the right, having as elements a radius of 160.00 feet, a central angle of  $83^{\circ} 44' 27''$ , and a chord bearing of North  $15^{\circ} 56' 14''$  East; thence, along the arc of said curve, an arc length of 233.85 feet to the point of reverse curvature of a curve to the left, having as elements a radius of 240.00 feet, a central angle of  $53^{\circ} 50' 57''$ , and a chord bearing of North  $30^{\circ} 52' 59''$  East; thence, along the arc of said curve, an arc length of 225.56 feet to the Point of Beginning.

**Exhibit "A"**

**Page 3 of 3**

**LESS & EXCEPT**

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE N 88°15'33" E, ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION, A DISTANCE OF 2710.56 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE N 88°15'26" E, ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION, A DISTANCE OF 144.96 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE SOUTHERLY EXTENSION OF RIO DE JANEIRO AVENUE AS DESCRIBED AND RECORDED IN O.R. BOOK 2447, PAGE 2063, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S 04°38'37" E, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 411.31 FEET; THENCE S 89°04'42" E, A DISTANCE OF 963.16 FEET; THENCE S 00°54'51" W, A DISTANCE OF 752.75 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF HARBORVIEW ROAD (S-776); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: , N 89°04'42" W A DISTANCE OF 1106.29 FEET; THENCE N 00°55'18" E, A DISTANCE OF 5.00 FEET; THENCE N 89°04'42" W, A DISTANCE OF 114.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1086.74 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°07'55" A DISTANCE OF 476.68 FEET TO A POINT OF NON-TANGENCY; THENCE S 82°17'12" W, A DISTANCE OF 244.59 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT LIES S 35°40'35" E, A DISTANCE OF 1179.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°56'37" A DISTANCE OF 184.15 FEET TO A POINT OF TANGENCY; THENCE S 45°22'48" W, A DISTANCE OF 981.31 FEET; THENCE S 48°22'14" W, A DISTANCE OF 230.00 FEET; THENCE S 45°22'48" W, A DISTANCE OF 47.45 FEET; THENCE S 88°42'37" W, A DISTANCE OF 296.43 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 (S.R. 93); THENCE N 47°57'54" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 146.73 FEET; THENCE N 43°23'26" W, A DISTANCE OF 652.77 FEET; THENCE N 36°36'22" W, A DISTANCE OF 108.08 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 21; THENCE N 01°53'07" E, ALONG SAID WEST LINE, A DISTANCE OF 1537.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 125.54 ACRES.

670 DS



This Document Prepared by and Return to:  
Alicia H. Gayton, Esq. *Benderzen Development Co. LLC*  
8441 Cooper Creek Blvd.  
University Park, Florida 34201  
Parcel ID Numbers: **402321401001**

## WARRANTY DEED

THIS INDENTURE, made this 10 day of March, 2009, between **POST FALLS MANAGEMENT ASSOCIATES, LLC**, a New York limited liability company, whose address is 8441 Cooper Creek Blvd., University Park, FL 34201 ("GRANTOR"), and **HARBORVIEW ROAD ASSOCIATES I, LLC**, a Florida limited liability company, whose address is 8441 Cooper Creek Blvd., University Park, FL 34201 ("GRANTEE").

WITNESSETH: That the GRANTOR, in consideration of the sum of **one dollar (\$1.00)** and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, an **UNDIVIDED 39.6267% INTEREST** as tenant in common in and to the following described land, situate, lying and being in the County of CHARLOTTE, State of FLORIDA, to wit:

SEE ATTACHED EXHIBIT "A" - LEGAL DESCRIPTION.

SUBJECT TO easements, restrictions and reservations of record, and real property taxes and assessments for the year 2009 and subsequent years, which are not yet due and payable.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever. AND the GRANTOR hereby covenant with said GRANTEE that GRANTOR is lawfully seized of said land in fee simple; that GRANTOR has good right and lawful authority to sell and convey said land; that GRANTOR hereby fully warrants the title to said land will defend the same against the lawful claims of all persons.

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

*Sherry A. Keklak*  
Witness Printed Name: Sherry A. Keklak

POST FALLS MANAGEMENT ASSOCIATES, LLC

*Kim Owens*  
Witness Printed Name: Kim Owens

By: *David H. Baldauf*  
David H. Baldauf, Manager

STATE OF FLORIDA                    )  
COUNTY OF MANATEE            ) SS:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March 2009 by David H. Baldauf, Manager of POST FALLS MANAGEMENT ASSOCIATES, LLC, a New York limited liability company on behalf of the company. He is personally known to me.

*Sherry A. Keklak*  
Printed Name: Sherry A. Keklak  
Notary Public State of Florida  
My Commission Expires:

**SHERRY A. KEKLAK**  
Notary Public, State of New York  
Registration No. 01KE6018498  
Qualified in Erie County  
My Commission Expires January 11, 20 11

EXHIBIT A

THAT CERTAIN PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE N 88°15'33" E, ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION, A DISTANCE OF 2710.56 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE N 88°15'26" E, ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION, A DISTANCE OF 144.96 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF THE SOUTHERLY EXTENSION OF RIO DE JANEIRO AVENUE AS DESCRIBED AND RECORDED IN O.R. BOOK 2447, PAGE 2063, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S 04°38'37" E, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 411.31 FEET; THENCE S 89°04'42" E, A DISTANCE OF 963.16 FEET; THENCE S 00°54'51" W, A DISTANCE OF 752.75 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF HARBORVIEW ROAD (S-776); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: , N 89°04'42" W A DISTANCE OF 1106.29 FEET; THENCE N 00°55'18" E, A DISTANCE OF 5.00 FEET; THENCE N 89°04'42" W, A DISTANCE OF 114.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1086.74 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°07'55" A DISTANCE OF 476.68 FEET TO A POINT OF NON-TANGENCY; THENCE S 82°17'12" W, A DISTANCE OF 244.59 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT LIES S 35°40'35" E, A DISTANCE OF 1179.74 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°56'37" A DISTANCE OF 184.15 FEET TO A POINT OF TANGENCY; THENCE S 45°22'48" W, A DISTANCE OF 981.31 FEET; THENCE S 48°22'14" W, A DISTANCE OF 230.00 FEET; THENCE S 45°22'48" W, A DISTANCE OF 47.45 FEET; THENCE S 88°42'37" W, A DISTANCE OF 296.43 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 (S.R. 93); THENCE N 47°57'54" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 146.73 FEET; THENCE N 43°23'26" W, A DISTANCE OF 652.77 FEET; THENCE N 36°36'22" W, A DISTANCE OF 108.08 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 21; THENCE N 01°53'07" E, ALONG SAID WEST LINE, A DISTANCE OF 1537.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 125.54 ACRES.

PGS 1170-1174 (5 Pg(s))  
L/S = 169,750

11/04/2005 11:33:02 AM

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02610  
PGS 1170-1174 (5 Pg(s))  
FILE NUMBER 1314367  
RECORDED 01/04/2005 11:33:02 AM  
RECORDING FEES 44.00  
DEED DOC 169,750.00

Prepared by and return to:  
Michael P. Haymans, Esquire  
Farr, Farr, Emerich, Sifrit, Hackett & Carr, P.A.  
99 Nesbit Street P.O. Drawer 511447  
Punta Gorda, FL 33951-1447

Parcel Identification Number: 0071107-000000-3; 0071281-000000-1

## WARRANTY DEED

RETURN TO: 100409354  
CHICAGO TITLE INSURANCE COMPANY  
495 STATE ROAD 433  
CASSELBERRY, FLORIDA 32707

This Warranty Deed made as of January 3, 2005, by JEFFREY MARSHALL CLYMAN, whose address is c/o Eugene M. Grant & Company, 277 Park Avenue, 47th Floor, New York, New York 10172, hereinafter called the grantor, to POST FALLS MANAGEMENT ASSOCIATES, LLC, ~~INC.~~, a New York limited liability company, whose office address is 8441 Cooper Creek Boulevard, University Park, Florida, 34201, hereinafter called the grantee:

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument, singular and plural, the heirs, legal representatives, and assigns of individuals, and the successors and assigns, wherever the context so admits or requires.)

Witnesseth: That the said grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in Charlotte County, State of Florida, viz:

See Exhibit "A"

Subject to Exceptions in Attachment "B"

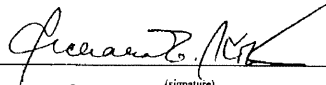
Together with all the elements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

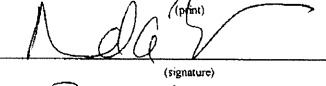
To Have and to Hold, the same in fee simple forever.

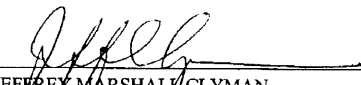
And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple, that it has good right and lawful authority to sell and convey said land, that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for real estate taxes for the year 2004 and subsequent years.

Grantor covenants that neither he nor his family resides upon the above-described property nor upon property which is contiguous or adjacent thereto.

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

  
(signature)  
Name: RICHARD A. FORTÉ  
(print)

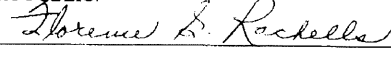
  
(signature)  
Name: RICHARD A. FORTÉ  
(print)

  
JEFFREY MARSHALL CLYMAN

STATE OF ~~New York~~  
COUNTY OF ~~New York~~  
QUEENS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2004, by JEFFREY MARSHALL CLYMAN. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

Sign   
Print \_\_\_\_\_  
State of \_\_\_\_\_ at Large (Seal)  
My Commission Expires: \_\_\_\_\_

293456 MPH/lsc

FLORENCE S. RACHELLE  
Notary Public, State of New York  
No. 41-319197C  
Qualified in Queens County  
Commission Expires: 12/31/2006

IMAGED IN PG

- 1 -

5

CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE A (continued)

Commitment Number 100408754

Exhibit "A"

All less the East 395 feet of that certain parcel or tract of land particularly described as follows:

The North One-Half, and Government Lot 1 less the South 16 acres, and all of Government Lot 2, lying and being in Section 21, Township 40 South, Range 23 East, together with riparian rights thereunto appertaining and also all accretion thereto.

ALONG WITH:

A parcel of land in Peace River in Section 28, Township 40 South, Range 23 East per O.R. Book 115, at page 27, of the Public Records of Charlotte County, Florida, commonly known as part of Island Neil and more particularly described as follows:

From the Northwest corner of Government Lot 2 of Section 21 in said Township 40 South, Range 23 East, run South 01° 25' 01" East, along the West line of said Government Lot 2 and the extension thereof, a distance of 2,955.74 feet to the Point of Beginning of the parcel hereinafter described:

Thence South 72° 21' 52" East, a distance of 560.50 feet; thence South 04° 37' 21" East, a distance of 230.00 feet; thence South 82° 23' 00" East, a distance of 52.00 feet; thence North 32° 02' 00" East, a distance of 374.00 feet; thence North 71° 33' 35" East, a distance of 115.12 feet, more or less, to the intersection with the Southerly extension of the East line of said Government Lot 2; thence South 01° 39' 47" East along said Southerly extension, a distance of 465.00 feet to the shoreline of Peace River; thence along said shoreline of Peace River the following courses and distances: South 48° 16' 46" West, a distance of 187.82 feet; then South 55° 02' 00" West a distance of 312.00 feet; thence South 60° 34' 00" West, a distance of 405.00 feet; thence South 50° 23' 00" West, a distance of 202.00 feet; thence South 56° 12' 30" West, a distance of 253.00 feet; thence South 68° 40' 00" West, a distance of 270.00 feet, more or less, to the intersection with the Southerly extension of the West line of said Government Lot 2; thence North 01° 25' 01" West along said Southerly extension, a distance of 1,464.53 feet more or less, to the Point of Beginning.

LESS AND EXCEPT:

A portion of Section 21, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Northeast corner of said Section 21, run South 87° 58' 54" West, along the North line of said Section 21 a distance of 425.46 feet to the Point of Beginning of the lands herein described:

Said point also being on the West line of HARBOR HEIGHTS, Section Nine, Part One, as recorded in Plat Book 4, pages 38A thru 38-D of the Public Records of Charlotte County, Florida; said point also being the Southeast corner of PUNTA GORDA ISLES, Section Twenty-Three as recorded in Plat Book 12, page 2-A thru 2-Z-41, of the Public Records of Charlotte County, Florida; thence continue South 87° 58' 54" West along said South line of PUNTA GORDA ISLES, Section 23 and the North line of Section 21, a distance of 701.90 feet; thence South 00° 38' 19" West, parallel with the East line of said Section 21, a distance of 1,229.64 feet to the Northerly Right-of-Way Line of State Road 776, according to the Florida Department of Transportation Right-of-Way Maps Section No. 01560-2601; thence South 89° 21' 11" East, along said Right-of-Way Line, a distance of 460.96 feet; thence North 00° 38' 49" East, along said Right-of-Way Line, a distance of 10.00 feet; thence South 89° 21' 11" East, along said Right-of-Way Line, a distance of 240.20 feet to a point on the West line of said HARBOUR HEIGHTS, Section Nine, Part one; thence North 00° 38' 19" East, along said West line, a distance of 1,252.28 feet to the Point of Beginning of the lands herein described.

LESS AND EXCEPT:

The Right-of-Way of Harborview Road (State Road No. S-776) per Florida Department of Transportation right-of-Way Maps Section No. 01560-2601.

CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE A (continued)

Commitment Number 100408754

LESS AND EXCEPT:

Exhibit "A"

The Right-of-Way of I-75 (State Road No. 93) per Florida Department of Transportation Right-of-Way Maps Section No. 01075-2401.

AND TOGETHER WITH the following shown in Resolution recorded April 22, 2004 in Official Records Book 2447, page 2054, and described as follows:

**SURVEYOR'S DESCRIPTION: PARCEL 3 (ENVIRONMENT - WETLAND):**

A parcel of land lying in Section 21, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 21; thence South  $88^{\circ} 15' 11''$  West, along the North line of said Section 21, a distance of 2710.11 feet to a point; thence, South  $88^{\circ} 15' 22''$  West, along said North line, a distance of 530.42 feet to the Point of Beginning.

Thence continue, South  $88^{\circ} 15' 22''$  West, along North line of said Section, a distance of 409.45 feet; thence, South  $01^{\circ} 44' 38''$  East, a distance of 14.42 feet to the point of curvature of a curve to the left, having as elements a radius of 189.34 feet, a central angle of  $28^{\circ} 23' 36''$ , and a chord bearing of South  $15^{\circ} 56' 26''$  East; thence, along the arc of said curve, an arc length of 93.83 feet to the point of tangency of said curve; thence, South  $30^{\circ} 08' 14''$  East, a distance of 175.17 feet to the point of curvature of a curve to the right, having as elements a radius of 116.00 feet, a central angle of  $93^{\circ} 30' 48''$ , and a chord bearing of South  $16^{\circ} 37' 10''$  West; thence, along the arc of said curve, an arc length of 187.69 feet to the point of reverse curvature of a curve to the left, having as elements a radius of 240.00 feet, a central angle of  $84^{\circ} 25' 06''$ , and a chord bearing of South  $21^{\circ} 10' 01''$  West; thence, along the arc of said curve, an arc length of 353.61 feet to the point of tangency of said curve; thence, South  $21^{\circ} 02' 31''$  East, a distance of 173.48 feet to a point on a curve to the left, having as elements a radius of 565.00 feet, a central angle of  $26^{\circ} 32' 25''$ , and a chord bearing of North  $55^{\circ} 41' 16''$  East; thence, along the arc of said curve, an arc length of 261.72 feet to the end of said curve; thence, North  $18^{\circ} 47' 22''$  East, a distance of 91.83 feet to the point of curvature of a curve to the left, having as elements a radius of 350.00 feet, a central angle of  $44^{\circ} 43' 21''$ , and a chord bearing of North  $03^{\circ} 34' 19''$  West; thence, along the arc of said curve, an arc length of 273.19 feet to the point of reverse curvature of a curve to the right, having as elements a radius of 160.00 feet, a central angle of  $83^{\circ} 44' 27''$ , and a chord bearing of North  $15^{\circ} 56' 14''$  East; thence, along the arc of said curve, an arc length of 233.85 feet to the point of reverse curvature of a curve to the left, having as elements a radius of 240.00 feet, a central angle of  $53^{\circ} 50' 57''$ , and a chord bearing of North  $30^{\circ} 52' 59''$  East; thence, along the arc of said curve, an arc length of 225.56 feet to the Point of Beginning.

## EXHIBIT B

### PERMITTED EXCEPTIONS

- 1) Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
- 2) Taxes for the year 2004, which are not yet due and payable.
- 3) Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes, which are not yet due and payable.
- 4) Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded November 7, 1961 in O.R. Book 115, Page 27, Public Records of Charlotte County, Florida.
- 5) Resolution Number 91-135, renewing the franchise for the construction, acquisition, operation and maintenance of a cable television system within Charlotte County to Storer Cable Television, Inc. recorded in O.R. Book 1166, Page 806, Public Records of Charlotte County, Florida.
- 6) Resolution Number 92-62, approving the Development Order for Harborview, a Development of Regional Impact recorded in O.R. Book 1207, Page 772 and amendments recorded in O.R. Book 1285, Page 2127 and O.R. Book 2447, Page 2054, Public Records of Charlotte County, Florida.
- 7) Ordinance Number 92-23 recorded in O.R. Book 1207, Page 1643, Public Records of Charlotte County, Florida.
- 8) Resolution Number 97-040OA0 recorded in O.R. Book 1538, Page 1513, Public Records of Charlotte County, Florida.
- 9) Riparian and littoral rights pass with the property as applicable by law, but riparian and littoral rights shall not be insured.
- 10) Rights of the United States of America and/or the State of Florida to any portion of said land which has been created by artificial means or has accreted to any such portion as so created.

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05/21/97

- 11) Those portions of the property herein described being artificially filled in land in what was formerly navigable waters are subject to the right of the United States Government arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
- 12) The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used area from the upland private area.
- 13) Sovereign submerged lands are excluded even if the legal description appears to include such submerged lands.
- 14) The inalienable right of the public to use the navigable waters covering the lands.
- 15) The rights of the State of Florida and the United States to regulate the use of the navigable waters.
- 16) Any and all residual royalty rights of Coastal Petroleum Company, or its assigns, resulting from any agreements with the Trustees of the Internal Improvement Trust Fund of Florida, which rights do not include the right of entry for the purpose of exploration, mining, or drilling.

**Index of reference documents for Permitted Exceptions:**

- a) Deed, O.R. Book 115, Page 27
- ~~b) Resolution Number 91-135, O.R. Book 1166, Page 806~~
- c) Resolution Number 92-62, O.R. Book 1207, Page 772
- d) Amendment O.R. Book 1285, Page 2127
- e) Amendment O.R. Book 2447, Page 2054
- f) Ordinance Number 92-23, O.R. Book 1207, Page 1643
- g) Resolution Number 97-0400A0 recorded in O.R. Book 1538, Page 1513

MC  
11



THIS INSTRUMENT PREPARED BY:

JOHN J. WASKOM, ESQ.  
ICARD, MERRILL, CULLIS, TIMM,  
FUREN & GINSBURG, P.A.  
2033 Main Street  
Sarasota, Florida 34237  
(941) 366-8100  
PARCEL ID#0071106-000000-4  
and 0071284-000000-8

## TRUSTEE WARRANTY DEED

GRANTOR: LEWIS M. SCHOTT and FRED HAVENICK, as Co-Trustees of the Land Trust Agreement dated November 18, 1997, as to an undivided 74.5% interest, whose address is P.O. 350940, Miami, Florida 33135-0940.

GRANTEE: PEACE RIVER ASSOCIATES, LLC, a Florida limited liability company, whose address is 8441 Cooper Creek Boulevard, University Park, Florida 34201

That the Grantor, by virtue of the power and authority to Grantor given by the Statutes of the State of Florida and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey to the Grantee, his heirs and assigns forever that certain land situate in Charlotte County, Florida, to-wit:

**As to an undivided 74.5% interest in United States Government Lot 1, Section 29, Township 40 South, Range 23 East, and that part of Section 20, Township 40 South, Range 23 East, lying South and East of County Road, LESS that portion of the above 2 parcels lying within the right of way of Interstate 75 (State Road 93) all lying and being in Charlotte County, Florida.  
ALSO LESS and excepting therefrom the real property described within Order of Taking recorded in Official Records Book 1176, page 1654, et. seq., of the Public Records of Charlotte County, Florida**

subject to taxes for the current year and subsequent years, zoning and use restrictions, covenants and easements and restrictions of record, none of which shall be reimposed hereby.

This Deed hereby confers on the Trustee the power and authority outlined in the Trust Agreements, including either to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this Deed.

In accordance with the unrecorded Trust Agreements, this Deed declares the interest of beneficiaries under the Trust Agreement to be personal property only.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except as aforesaid.

Grantor, LEWIS M. SCHOTT and FRED HAVENICK, as Co-Trustees of the Land Trust Agreement dated November 18, 1997, warrants that the property described herein is not their homestead.

DATED: April 14<sup>th</sup>, 2006

Witnesses:

Print Name: \_\_\_\_\_

LEWIS M. SCHOTT, as Co-Trustee of the Land Trust Agreement dated November 18, 1997

Print Name: \_\_\_\_\_

Fred Havenick

FRED HAVENICK, as Co-Trustee of the Land Trust Agreement dated November 18, 1997

Martha Wright  
Print Name: Martha Wright

Gloria Ferrari  
Print Name: Gloria Ferrari

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2006, by Lewis M. Schott, as Co-Trustee of the Land Trust Agreement dated November 18, 1997, who is personally known to me or who has produced a driver's license as identification.

Notary Public  
Serial No. (if any) \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me on March 20, 2006, by Fred Havenick, as Co-Trustee of the Land Trust Agreement dated November 18, 1997, who is personally known to me or who has produced a driver's license as identification.

JUDITH A. NASH  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD513357  
EXPIRES 2/1/2010  
BONDED THRU 1-888-NOTARY1

Judith A. Nash  
Notary Public  
Serial No. (if any) \_\_\_\_\_  
Commission Expiration Date: 2-1-2010

Grantor, LEWIS M. SCHOTT and FRED HAVENICK, as Co-Trustees of the Land Trust Agreement dated November 18, 1997, warrants that the property described herein is not their homestead.

DATED: April 14<sup>th</sup>, 2006

Witnesses:

April Potter  
Print Name: April Potter

Teresa Lahens  
Print Name: Teresa Lahens

Lewis M. Schott, Co-Trustee  
LEWIS M. SCHOTT, as Co-Trustee of the Land Trust Agreement dated November 18, 1997

Print Name: \_\_\_\_\_

FRED HAVENICK, as Co-Trustee of the Land Trust Agreement dated November 18, 1997

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on 20 MAR., 2006, by Lewis M. Schott, as Co-Trustee of the Land Trust Agreement dated November 18, 1997, who is personally known to me or who has produced a driver's license as identification.

Marilyn Brady  
Notary Public  
Serial No. (if any) \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_



My Commission DD008404  
Expires June 02, 2006

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2006, by Fred Havenick, as Co-Trustee of the Land Trust Agreement dated November 18, 1997, who is personally known to me or who has produced a driver's license as identification.

Notary Public  
Serial No. (if any) \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_



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## Detail by Entity Name

Foreign Limited Liability Company

BENDERSON DEVELOPMENT COMPANY, LLC

### Filing Information

**Document Number** M05000001845

**FEI/EIN Number** 16-1549911

**Date Filed** 04/06/2005

**State** NY

**Status** ACTIVE

### Principal Address

7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Changed: 04/28/2017

### Mailing Address

7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Changed: 04/28/2017

### Registered Agent Name & Address

GAYTON, ALICIA H  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Name Changed: 04/25/2018

Address Changed: 04/28/2017

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

BENDERSON, RANDALL  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

BALDAUF, DAVID H  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

BENDERSON, SHAUN A  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

SCALIONE, STEPHEN C  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

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2021	04/29/2021
2022	04/21/2022

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## Detail by Entity Name

Florida Limited Liability Company  
PEACE RIVER EAST II, LLC

### Filing Information

**Document Number** L09000061766  
**FEI/EIN Number** 27-0530049  
**Date Filed** 06/25/2009  
**State** FL  
**Status** ACTIVE

### Principal Address

7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Changed: 04/25/2017

### Mailing Address

7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Changed: 04/25/2017

### Registered Agent Name & Address

GAYTON, ALICIA H  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Name Changed: 04/23/2018

Address Changed: 04/25/2017

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

BALDAUF, DAVID H  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

BENDERSON, SHAUN A  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

SCALIONE, STEPHEN C  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

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2022	04/20/2022

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## Detail by Entity Name

Foreign Limited Liability Company

POST FALLS MANAGEMENT ASSOCIATES, L.L.C.

### Filing Information

**Document Number** M97000000619

**FEI/EIN Number** 16-1507944

**Date Filed** 09/22/1997

**State** NY

**Status** ACTIVE

### Principal Address

7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Changed: 04/20/2017

### Mailing Address

7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Changed: 04/20/2017

### Registered Agent Name & Address

GAYTON, ALICIA H  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Name Changed: 04/17/2018

Address Changed: 04/20/2017

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

BALDAUF, DAVID H  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

BENDERSON, RONALD  
570 DELAWARE AVENUE  
BUFFALO, NY 14202

Title Manager

BENDERSON, RANDALL  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

BENDERSON, SHAUN A  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

SCALIONE, STEPHEN C  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

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2022	04/19/2022

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## Detail by Entity Name

Foreign Limited Liability Company  
WILL-RIDGE ASSOCIATES, LLC

### Filing Information

**Document Number** M08000003173  
**FEI/EIN Number** 16-1497152  
**Date Filed** 07/07/2008  
**State** NY  
**Status** ACTIVE

### Principal Address

570 DELAWARE AVENUE  
BUFFALO, NY 14202

Changed: 04/20/2017

### Mailing Address

570 DELAWARE AVENUE  
BUFFALO, NY 14202

### Registered Agent Name & Address

GAYTON, ALICIA H  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Name Changed: 04/17/2018

Address Changed: 04/20/2017

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

BALDAUF, DAVID H  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

BENDERSON, SHAUN A

7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

Title Manager

SCALIONE, STEPHEN C  
7978 COOPER CREEK BLVD  
UNIVERSITY PARK, FL 34201

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2021	04/13/2021
2022	04/19/2022

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