

RESOLUTION  
NUMBER 2024-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA AUTHORIZING THE MANAGER OF THE REAL ESTATE SERVICES DIVISION, OR HIS DESIGNEE, TO EXECUTE DOCUMENTS RELEASING A PORTION OF A CONSERVATION EASEMENT.

RECITALS

WHEREAS, in 2004 the Board of County Commissioners accepted a Conservation Easement from KB Homes Fort Myers, LLC on Lots in Harbor Heights Subdivision as recorded in Official Records Book 2514, Page 678 as shown on “Exhibit A”; and

WHEREAS, in 2005 the Board of County Commissioners accepted a Conservation Easement from KB Homes Fort Myers, LLC on Lots in Harbor Heights Subdivision as recorded in Official Records Book 2718, Page 1200 as shown on “Exhibit “B””; and

WHEREAS, in 2005, the Board of County Commissioners agreed to sever the density from the Lots included in the Conservation Easement included in “Exhibit “B””, per Resolution Number 2005-105, as recorded in Official Records Book 2735, Page 2145 as show in “Exhibit C”; and

WHEREAS, property owners of lots included in the Conservation Easement from which the Density has been severed, have obtained permits so a release of the Conservation Easement as shown in “Exhibit F” is appropriate; and

WHEREAS, as part of the settlement, the Board of County Commissioners agrees to enter into Settlement Agreements with each of the Property Owners as shown on Exhibits “D” and Exhibit “E”; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida, that:

1. The Board of County Commissioners hereby approves the Settlement Agreements attached as “Exhibit D” and “Exhibit E”.
2. The Board of County Commissioners hereby authorizes the Manager of Real Estate Services Division, or his designee, to execute the necessary documents releasing the Conservation Easement as shown on “Exhibit F”.

[SIGNATURE PAGE TO FOLLOW]

PASSED AND DULY ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: \_\_\_\_\_  
Christopher Constance, Vice Chairman

ATTEST:  
Roger D. Eaton, Clerk of Circuit Court  
and Ex-Officio Clerk to the Board of  
County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR24- \_\_\_\_\_ (PSP)



**Exhibit "A"**  
**Page 2 of 5**

- c. Removing or destroying of trees, shrubs or other vegetation except as part of land management activities intended to preserve or enhance the functions and values of the native communities found on the subject property.
- d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves for itself and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Grantor may utilize the subject property as mitigation for off-site impacts to scrub-jay habitats or other natural resources as may be allowed by the appropriate regulatory agencies, including but not limited to the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, or the Southwest Florida Water Management District (SWFWMD), provided that Grantor or its successors or assigns shall be responsible for any and all maintenance, monitoring, and management requirements associated with the use of the subject property for mitigation activities. Nothing herein shall be construed to allow Grantor or its successors or assigns the right to destroy any scrub communities found on the subject property for the purpose of creating wetlands or other non-scrub upland communities for mitigation purposes. Grantor shall initiate management of the scrub communities found in the Sending Zone within three years of approval of the Resolution which includes this conservation easement. If Grantor does not initiate management within this time-frame, Grantee shall assume management of the scrub communities. In the event Grantee assumes management of the scrub communities found in the Sending Zone, Grantee is authorized to use said communities as mitigation for Grantee's projects which result in of-site impacts to scrub communities.

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

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

- a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.
- b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property

**Exhibit "A"**  
**Page 3 of 5**

that may be damaged by any activity inconsistent with the Conservation Easement.

- c. Nothing in this section shall be construed to obligate Grantee to conduct management activities on the subject property unless Grantor has allowed Grantee use of the subject property as mitigation for off-site impacts to scrub or other native communities in which case Grantee shall have the right to enter upon the Property in a reasonable manner and at reasonable times in order to maintain the functions and values of the habitats within the Property, including, but not limited to, removal of invading exotics and the use of prescribed fire or mechanical vegetation control.

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

7. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Grantee, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained in this section shall be construed to be a waiver by Grantee of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by Grantee to be sued by third parties in any matter arising out of this or any other agreement.

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

9. Recordation. Grantor shall record in the Official Records of Charlotte, County, Florida, this Conservation Easement within 30 days from receipt of the Final Detail Plan Approval for application Z-03-11-41as provided in Section 3-9-49, Code of Laws and Ordinances of Charlotte County (hereinafter the "County Code"), and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

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

**Exhibit "A"**  
**Page 4 of 5**

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

Witnesses:

*Karen D. Myre*  
Printed Name: KAREN D. MYRE

*Jean L. Reese*  
Printed Name: JEAN L. REESE

KB HOME FORT MYERS, LLC

By: *Chris J. Stephens*  
Print Name: CHRIS J. STEPHENS  
Title: DIR OF LAND

STATE OF FLORIDA  
COUNTY OF Charlotte

The foregoing Conservation Easement was acknowledged before me this 16<sup>th</sup> day of April 2004, by Chris J. Stephens as Dir. of Land of KB Home Fort Myers, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

*Angela M. Dees* NOTARY  
PUBLIC - STATE OF ANGELA M. DEES  
Printed Name: \_\_\_\_\_  
My Commission Expires: July 16, 2005

P:\wpdata\maria\KB Home conservation easement.doc\LR2004-103\mcf\020504



**Exhibit "A"**

**Page 5 of 5**

**EXHIBIT "A"**

**PROPERTY**

Lots 60A, 61 and 62, Block 3, HARBOUR HEIGHTS, Section 1, Revised Part 2, according to the plat thereof, as recorded in Plat Book 3 Pages 75, of the Public Records of Charlotte County, Florida;

Lots 19 and 20, Block 6; Lots 7, 8, 9, 10 and 11, Block 10, HARBOUR HEIGHTS, Section 1, Revised, according to the plat thereof, as recorded in Plat Book 3 Pages 21A through 21D, of the Public Records of Charlotte County, Florida;

Lots 10, 11, 12 and 13, Block 54, HARBOUR HEIGHTS SECTION THREE, according to the plat thereof recorded in Plat Book 3, Pages 82A, 82B and 82C, of the Public Records of Charlotte County, Florida.

Lots 32, 33, 34, 35, 36, 37, 38, 39, 40, 47, 48, 57, 58, 59, 60, 61, 62 and 63, Block 129; Lots 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74 75, 76, and 77, Block 130, HARBOUR HEIGHTS, Section 6, according to the plat thereof, as recorded in Plat Book 3, Pages 82A, 82B and 82C, of the Public Records of Charlotte County, Florida;

Lots 62, 63, 67, 68 and 69, Block 141, HARBOUR HEIGHTS, Section 7, according to the plat thereof, as recorded in Plat Book 3, Pages 83A, 83B and 83C, of the Public Records of Charlotte County, Florida

Lots 35 and 36, Block 182; Lots 11, 12 and 13, Block 258; Lots 18 and 19, Block 260; Lots 26, 27 and 28, Block 261; Lots 9, 10, 56 and 57, Block 262, HARBOUR HEIGHTS, Section 10, Part 1, a subdivision according to the plat thereof, as recorded in Plat Book 4, Pages 42A through 42D, of the Public Records of Charlotte County, Florida

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Block 178; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and Tract A, Block 178A; Lots 4, 5, 6 and 7, Block 187A; Lots 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16 and 17, Block 187B; Lots 4, 5, 6, 7, 10, 11, 12, 13, 20, 21, 26, 27, 28, Block 187C; Lots 1, 2, 5, 6, 9, 10, 13, 14, 15, 16, 17, 18, 21, 22, 25, 26, 27 and 28, Block 187D; Lots 1, 2, 3, 4, 5, 6, 10, 11, 18 and 19, Block 190, HARBOUR HEIGHTS, Section 11, a Replat of a portion of Part 2, according to the plat thereof, as recorded in Plat Book 6, Pages 13A through 13D, of the Public Records of Charlotte County, Florida;

Lots 17, 18, 19 20 and 21, Block 221; Lot 5, 6, 7, 10, 11, 24, 25 and 26, Block 222; Lots 11, 12, 40 and 41, Block 224, HARBOUR HEIGHTS, Section 11, Part 3, according to the plat thereof, as recorded in Plat Book 4, Pages 49A through 49E, of the Public Records of Charlotte County, Florida;

Lots 13, 14, 19, 20, 25, 26, 34, 35, 38, 39, 40 and 41, Block 232; Lots 3, 4, 11, 12, 17, 18, 21, 22, 45, 46, 49, 50, 51, 52, 55, 56, 59, 60, 61 and 62, Block 233; Lots 10, 11, 12, 13, 14, 15, 16, 17, 47 and 48, Block 235; Lots 5, 6, 13 and 14, Block 236A, HARBOUR HEIGHTS, Section 11-A, Partial Replat of Part 3, according to the plat thereof, as recorded in Plat Book 6, Pages 38A and 38B, of the Public Records of Charlotte County, Florida

61. — Recording

.70 Documentary Stamps

**Exhibit "B"**  
**Page 1 of 7**

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02718  
PGS 1200-1206 (7 Pg(s))  
FILE NUMBER 1396242  
RECORDED 06/02/2005 01:52:16 PM  
RECORDING FEES 61.00  
DEED DOC 0.70

MHA  
782T  
★

**RETURN TO  
MOORE AND WAKSLER, P.L.**

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

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is made this 1<sup>st</sup> day of June, 2005, by KB HOME FORT MYERS LLC, 4470 Fowler Avenue, Fort Myers, Florida 33901 ("Grantor"), in favor of CHARLOTTE COUNTY, FLORIDA, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948 ("Grantee").

**WITNESSETH:**

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

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

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

WHEREAS, Grantor, in consideration of the approval by Charlotte County of a transfer of development units from the Property to that certain real property in Charlotte County, Florida, more particularly described in Exhibit "B" attached hereto and incorporated by this reference, is agreeable to granting and securing to Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2003), over the Property.

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

**IMAGED IN PG**

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## Exhibit "B"

### Page 2 of 7

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

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

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

3. Reserved Rights. Grantor reserves for itself and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Grantor may utilize the subject property as mitigation for off-site impacts to scrub-jay habitats or other natural resources as may be allowed by the appropriate regulatory agencies, including but not limited to the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, or the Southwest Florida Water Management District

(SWFWMD), provided that Grantor or its successors or assigns shall be responsible for any and all maintenance, monitoring, and management requirements associated with the use of the subject property for mitigation activities. Nothing herein shall be construed to allow Grantor or its successors or assigns the right to destroy any scrub communities found on the subject property for the purpose of creating wetlands or other non-scrub upland communities for mitigation purposes. Grantor shall initiate management of the scrub communities, adjacent flatwoods and wetlands found in the Sending Zone within three years of approval of the Resolution which includes this conservation easement. If Grantor does not initiate management within this time-frame, Grantee shall assume management of the scrub communities, adjacent flatwoods and wetlands. In the event Grantee assumes management of the scrub communities, adjacent flatwoods and wetlands found in the Sending Zone, Grantee is authorized to use said communities as mitigation for Grantee's projects which result in off-site impacts to scrub communities, flatwoods and/or wetlands.

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

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

- a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.
- b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the Conservation Easement.
- c. Nothing in this section shall be construed to obligate Grantee to conduct management activities on the subject property unless Grantor has allowed Grantee use of the subject property as mitigation for off-site impacts to scrub or other native communities in which case Grantee shall have the right to enter upon the Property in a reasonable manner and at reasonable times in order to maintain the functions and values of the habitats within the Property, including, but not limited to, removal of invading exotics and the use of prescribed fire or mechanical vegetation control.

**Exhibit "B"**  
**Page 4 of 7**

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

7. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Grantee, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained in this section shall be construed to be a waiver by Grantee of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by Grantee to be sued by third parties in any matter arising out of this or any other agreement.

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

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

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

**Exhibit "B"**  
**Page 5 of 7**

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

Witnesses:  
[Signature]  
Printed Name: Joshua Davis  
[Signature]  
Printed Name: Julie Papke

KB HOME FORT MYERS LLC  
By: [Signature]  
Print Name: Charles Cook  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Conservation Easement was acknowledged before me this      day of June 1, 2005, by Charles Cook as President of KB Home Fort Myers LLC, who is personally known to me or who has produced Florida Drivers License as identification.



Lisa Jaeger  
MY COMMISSION # DD290123 EXPIRES  
February 12, 2008  
BONDED THRU TROY FAIN INSURANCE, INC

[Signature]  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: Lisa Jaeger  
My Commission Expires: 2/12/2008

**Exhibit "B"**

**Page 6 of 7**

Exhibit A

Tuscany Isles TDR Lots

Lots 31 and 32, Block 5, HARBOUR HEIGHTS SECTION ONE, according to the plat thereof recorded in Plat Book 3, Pages 21A through 21D, of the Public Records of Charlotte County, Florida.

Lots 9, 10 and 11, Block 56; Lots 17, 18 and 19, Block 57, HARBOUR HEIGHTS SECTION THREE (REVISED), according to the plat thereof recorded in Plat Book 2, Page 78, of the Public Records of Charlotte County, Florida.

Lots 37 and 38, Block 121, HARBOUR HEIGHTS SECTION SIX, according to the plat thereof recorded in Plat Book 2, Pages 82A, 82B and 82C, of the Public Records of Charlotte County, Florida.

Lots 3, 4, 5 and 6, Block 139; Lots 9 and 10, Block 140; Lots 14, 15, 18, 19 and 20, Block 142; Lots 3, 4, 5, 24, 25 and 26, Block 143; Lots 27, 28, 29 and 30, Block 144, HARBOUR HEIGHTS SECTION SEVEN, according to the plat thereof recorded in Plat Book 3, Pages 83A, 83B and 83C, of the Public Records of Charlotte County, Florida.

Lots 21 and 22, Block 188; Lots 9, 10, 19, 20 and 21, Block 192, HARBOUR HEIGHTS SECTION ELEVEN PART TWO, according to the plat thereof recorded in Plat Book 4, Pages 48A through 48G, of the Public Records of Charlotte County, Florida.

Lots 38 through 48, Block 197; Lots 3 through 13, 52, 53, 56 through 63, Block 198; Lots 5, 6, 9 through 16, 55, 56, 61 through 74, Block 199, Lots 1 through 14, Block 200, HARBOUR HEIGHTS SECTION 13, according to the plat thereof recorded in Plat Book 5, pages 32A and 32B, of the Public Records of Charlotte County, Florida.

## DESCRIPTION

(AS PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 240400368)

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 1, SCENIC VIEW ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 20A AND 20B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, RUN NORTH 48°33'33" EAST ALONG THE NORTHWESTERLY BOUNDARY LIMIT OF SAID PLAT A DISTANCE OF 441.36 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°04'50" EAST ALONG THE NORTH BOUNDARY LIMIT OF SAID PLAT A DISTANCE OF 1615.72 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID PLAT AND THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, THENCE NORTH 00°18'54" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1290.38 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 THENCE SOUTH 89°47'07" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1636.62 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 03°33'32" WEST A DISTANCE OF 1278.00 FEET TO A CONCRETE MONUMENT THENCE SOUTH 48°45'28" WEST A DISTANCE OF 599.51 FEET TO A CONCRETE MONUMENT AND THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD (STATE ROAD #765A) THENCE SOUTH 41°35'38" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 59.54 FEET TO AN IRON ROD MARKED #6579, THENCE NORTH 48°44'15" EAST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 30 FOOT INGRESS AND EGRESS EASEMENT, DESCRIBED AS FOLLOWS: A 30 FOOT INGRESS AND EGRESS EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST 1/4 OF SAID SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM THE PREVIOUSLY DESCRIBED POINT OF BEGINNING, RUN SOUTH 48°44'15" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 41°35'40" EAST PARALLEL WITH AND 15 FEET SOUTHWESTERLY OF SAID LOT 1 OF SCENIC VIEW ESTATES, A DISTANCE OF 370.11 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SCENIC VIEW DRIVE AND THE POINT OF TERMINUS.

Chy  
BCC

**Exhibit "C"**  
**Page 1 of 12**

RESOLUTION  
NUMBER 2005- 105

FILE 1407879 OR BK 02735 Pgs 2145 - 2156; (12 pgs) RECD 06/23/2005 10:23:01 AM  
BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
REC 103.50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, APPROVING A PETITION FOR A TRANSFER OF DEVELOPMENT RIGHTS SUBMITTED IN CONNECTION WITH PETITION Z-04-04-11, IN ACCORDANCE WITH CHAPTER 3-5, ARTICLE XX, CODE OF LAWS AND ORDINANCES, CHARLOTTE COUNTY, FLORIDA; ACCEPTING A CONSERVATION EASEMENT PROVIDED BY APPLICANT; PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Chapter 3-5, Article XX, Code of Laws and Ordinances, Charlotte County, Florida (hereinafter "the TDR Code"), establishes processes and requirements for approval for petitions for transfers of development rights in connection with petitions for rezonings and for amendments to the Future Land Use Map of the 1997-2010 Charlotte County Comprehensive Plan, the approval of which would increase density on parcels of property; and

WHEREAS, Section 3-5-435(c) of the TDR Code provides the procedures for a transfer of density involving a Sending Zone, or SZ (as that term is defined in the TDR Code); and

WHEREAS, applicant KB Home Fort Myers LLC ("Applicant"), submitted a Petition for a transfer of development rights (hereinafter "the TDR Petition") with Petition Z-04-04-11 (hereinafter "the Rezoning Petition") for approval by the Board of County Commissioners of Charlotte County (the "Board") to request a transfer of 55 units of density to the property described in Exhibit "A" ("Receiving Zone" or "RZ") from the property

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**Exhibit "C"**  
**Page 2 of 12**

described in Exhibit "B" ("Sending Zone" or "SZ") which exhibits are attached hereto and incorporated herein by reference, in accordance with the provisions of the TDR Code; and

WHEREAS, the Applicant has submitted all of the information and documentation required for the approval of the TDR Petition pursuant to Section 3-5-435(c) of the TDR Code, including a Conservation Easement, attached hereto as Exhibit "C", transferring certain property rights for the Sending Zone from the SZ owner to Charlotte County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Charlotte County, Florida:

1. The TDR Petition submitted by the Applicant requesting the transfer of 55 units of density to the property described in Exhibit "A" from the property described in Exhibit "B", which exhibits are attached hereto and incorporated herein by reference, is hereby approved.

2. The Conservation Easement attached hereto as Exhibit "C" provided by the Applicant, granting certain property rights from the SZ owner to Charlotte County, is hereby accepted by the Board.

3. The effective date of this Resolution shall be the date this Resolution and the documents required by Sections 3-5-435(c)(1), (3), (5), and (6) of the TDR Code, are recorded, the fees for such recordings to be paid by the Applicant.

**Exhibit "C"**  
**Page 3 of 12**

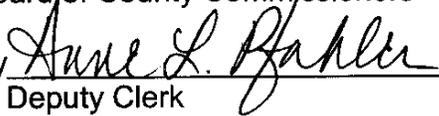
PASSED AND DULY ADOPTED this 21st day of June, 2005.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By   
Sara J. Devos, Chairman



ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and ex-officio Clerk to the  
Board of County Commissioners

By   
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
Janette S. Knowlton, County Attorney

p:\wpdata\public\karen\res\Z-04-04-11TDR.Tuscany Isles  
LR2005-328  
06/03/2005

RB  
2R 2005-328

**DESCRIPTION**

(AS PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 240400368)

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 1, SCENIC VIEW ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 20A AND 20B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, RUN NORTH 48°33'33" EAST ALONG THE NORTHWESTERLY BOUNDARY LIMIT OF SAID PLAT A DISTANCE OF 441.36 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°04'50" EAST ALONG THE NORTH BOUNDARY LIMIT OF SAID PLAT A DISTANCE OF 1615.72 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID PLAT AND THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, THENCE NORTH 00°18'54" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1290.38 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 THENCE SOUTH 89°47'07" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1636.62 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 03°33'32" WEST A DISTANCE OF 1278.00 FEET TO A CONCRETE MONUMENT THENCE SOUTH 48°45'28" WEST A DISTANCE OF 599.51 FEET TO A CONCRETE MONUMENT AND THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD (STATE ROAD #765A) THENCE SOUTH 41°35'38" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 59.54 FEET TO AN IRON ROD MARKED #6579, THENCE NORTH 48°44'15" EAST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 30 FOOT INGRESS AND EGRESS EASEMENT, DESCRIBED AS FOLLOWS: A 30 FOOT INGRESS AND EGRESS EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST 1/4 OF SAID SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM THE PREVIOUSLY DESCRIBED POINT OF BEGINNING, RUN SOUTH 48°44'15" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 41°35'40" EAST PARALLEL WITH AND 15 FEET SOUTHWESTERLY OF SAID LOT 1 OF SCENIC VIEW ESTATES, A DISTANCE OF 370.11 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SCENIC VIEW DRIVE AND THE POINT OF TERMINUS.

**Exhibit "C"**  
**Page 5 of 12**

Tuscany Isles TDR Lots

Lots 31 and 32, Block 5, HARBOUR HEIGHTS SECTION ONE, according to the plat thereof recorded in Plat Book 3, Pages 21A through 21D, of the Public Records of Charlotte County, Florida.

Lots 9, 10 and 11, Block 56; Lots 17, 18 and 19, Block 57, HARBOUR HEIGHTS SECTION THREE (REVISED), according to the plat thereof recorded in Plat Book 2, Page 78, of the Public Records of Charlotte County, Florida.

Lots 37 and 38, Block 121, HARBOUR HEIGHTS SECTION SIX, according to the plat thereof recorded in Plat Book 2, Pages 82A, 82B and 82C, of the Public Records of Charlotte County, Florida.

Lots 3, 4, 5 and 6, Block 139; Lots 9 and 10, Block 140; Lots 14, 15, 18, 19 and 20, Block 142; Lots 3, 4, 5, 24, 25 and 26, Block 143; Lots 27, 28, 29 and 30, Block 144, HARBOUR HEIGHTS SECTION SEVEN, according to the plat thereof recorded in Plat Book 3, Pages 83A, 83B and 83C, of the Public Records of Charlotte County, Florida.

Lots 21 and 22, Block 188; Lots 9, 10, 19, 20 and 21, Block 192, HARBOUR HEIGHTS SECTION ELEVEN PART TWO, according to the plat thereof recorded in Plat Book 4, Pages 48A through 48G, of the Public Records of Charlotte County, Florida.

Lots 38 through 48, Block 197; Lots 3 through 13, 52, 53, 56 through 63, Block 198; Lots 5, 6, 9 through 16, 55, 56, 61 through 74, Block 199, Lots 1 through 14, Block 200, HARBOUR HEIGHTS SECTION 13, according to the plat thereof recorded in Plat Book 5, pages 32A and 32B, of the Public Records of Charlotte County, Florida.

52





**Exhibit "C"**  
**Page 7 of 12**

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

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

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

3. Reserved Rights. Grantor reserves for itself and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Grantor may utilize the subject property as mitigation for off-site impacts to scrub-jay habitats or other natural resources as may be allowed by the appropriate regulatory agencies, including but not limited to the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, or the Southwest Florida Water Management District

**Exhibit "C"**  
**Page 8 of 12**

(SWFWMD), provided that Grantor or its successors or assigns shall be responsible for any and all maintenance, monitoring, and management requirements associated with the use of the subject property for mitigation activities. Nothing herein shall be construed to allow Grantor or its successors or assigns the right to destroy any scrub communities found on the subject property for the purpose of creating wetlands or other non-scrub upland communities for mitigation purposes. Grantor shall initiate management of the scrub communities, adjacent flatwoods and wetlands found in the Sending Zone within three years of approval of the Resolution which includes this conservation easement. If Grantor does not initiate management within this time-frame, Grantee shall assume management of the scrub communities, adjacent flatwoods and wetlands. In the event Grantee assumes management of the scrub communities, adjacent flatwoods and wetlands found in the Sending Zone, Grantee is authorized to use said communities as mitigation for Grantee's projects which result in off-site impacts to scrub communities, flatwoods and/or wetlands.

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

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

- a. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.
- b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the Conservation Easement.
- c. Nothing in this section shall be construed to obligate Grantee to conduct management activities on the subject property unless Grantor has allowed Grantee use of the subject property as mitigation for off-site impacts to scrub or other native communities in which case Grantee shall have the right to enter upon the Property in a reasonable manner and at reasonable times in order to maintain the functions and values of the habitats within the Property, including, but not limited to, removal of invading exotics and the use of prescribed fire or mechanical vegetation control.

**Exhibit "C"**  
**Page 9 of 12**

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

7. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Grantee, as a political subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions. Nothing contained in this section shall be construed to be a waiver by Grantee of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by Grantee to be sued by third parties in any matter arising out of this or any other agreement.

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

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

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

**Exhibit "C"**  
**Page 10 of 12**

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

Witnesses:

Printed Name:

Deanna Davis

Printed Name:

Julie Papke

KB HOME FORT MYERS LLC

By:

Print Name:

Charles Cook

Title:

President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing Conservation Easement was acknowledged before me this      day of June 1, 2005, by Charles Cook as President of KB Home Fort Myers LLC, who is personally known to me or who has produced Florida Drivers License as identification.



Lisa Jaeger  
MY COMMISSION # DD290123 EXPIRES  
February 12, 2008  
BONDED THRU TROY RAIN INSURANCE, INC.

Lisa Jaeger  
NOTARY PUBLIC - STATE OF FLORIDA  
Printed Name: Lisa Jaeger  
My Commission Expires: 2/12/2008

**Exhibit "C"**  
**Page 11 of 12**

Exhibit A  
Tuscany Isles TDR Lots

Lots 31 and 32, Block 5, HARBOUR HEIGHTS SECTION ONE, according to the plat thereof recorded in Plat Book 3, Pages 21A through 21D, of the Public Records of Charlotte County, Florida.

Lots 9, 10 and 11, Block 56; Lots 17, 18 and 19, Block 57, HARBOUR HEIGHTS SECTION THREE (REVISED), according to the plat thereof recorded in Plat Book 2, Page 78, of the Public Records of Charlotte County, Florida.

Lots 37 and 38, Block 121, HARBOUR HEIGHTS SECTION SIX, according to the plat thereof recorded in Plat Book 2, Pages 82A, 82B and 82C, of the Public Records of Charlotte County, Florida.

Lots 3, 4, 5 and 6, Block 139; Lots 9 and 10, Block 140; Lots 14, 15, 18, 19 and 20, Block 142; Lots 3, 4, 5, 24, 25 and 26, Block 143; Lots 27, 28, 29 and 30, Block 144, HARBOUR HEIGHTS SECTION SEVEN, according to the plat thereof recorded in Plat Book 3, Pages 83A, 83B and 83C, of the Public Records of Charlotte County, Florida.

Lots 21 and 22, Block 188; Lots 9, 10, 19, 20 and 21, Block 192, HARBOUR HEIGHTS SECTION ELEVEN PART TWO, according to the plat thereof recorded in Plat Book 4, Pages 48A through 48G, of the Public Records of Charlotte County, Florida.

Lots 38 through 48, Block 197; Lots 3 through 13, 52, 53, 56 through 63, Block 198; Lots 5, 6, 9 through 16, 55, 56, 61 through 74, Block 199, Lots 1 through 14, Block 200, HARBOUR HEIGHTS SECTION 13, according to the plat thereof recorded in Plat Book 5, pages 32A and 32B, of the Public Records of Charlotte County, Florida.

EXHIBIT B

**DESCRIPTION**

(AS PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 240400368)

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF LOT 1, SCENIC VIEW ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 20A AND 20B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, RUN NORTH 48°33'33" EAST ALONG THE NORTHWESTERLY BOUNDARY LIMIT OF SAID PLAT A DISTANCE OF 441.36 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89°04'50" EAST ALONG THE NORTH BOUNDARY LIMIT OF SAID PLAT A DISTANCE OF 1615.72 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID PLAT AND THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, THENCE NORTH 00°18'54" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1290.38 FEET TO A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 THENCE SOUTH 89°47'07" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1636.62 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 03°33'32" WEST A DISTANCE OF 1278.00 FEET TO A CONCRETE MONUMENT THENCE SOUTH 48°45'28" WEST A DISTANCE OF 599.51 FEET TO A CONCRETE MONUMENT AND THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD (STATE ROAD #765A) THENCE SOUTH 41°35'38" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 59.54 FEET TO AN IRON ROD MARKED #6579, THENCE NORTH 48°44'15" EAST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 30 FOOT INGRESS AND EGRESS EASEMENT, DESCRIBED AS FOLLOWS: A 30 FOOT INGRESS AND EGRESS EASEMENT OVER AND ACROSS A PORTION OF THE SOUTHWEST 1/4 OF SAID SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: FROM THE PREVIOUSLY DESCRIBED POINT OF BEGINNING, RUN SOUTH 48°44'15" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 41°35'40" EAST PARALLEL WITH AND 15 FEET SOUTHWESTERLY OF SAID LOT 1 OF SCENIC VIEW ESTATES, A DISTANCE OF 370.11 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SCENIC VIEW DRIVE AND THE POINT OF TERMINUS.



CERTIFIED: A TRUE COPY OF THE ORIGINAL  
BARBARA T. SCOTT, CLERK

*Barbara T. Scott*  
DEPUTY CLERK

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida ("County"), and John Keith and Holly Keith, husband and wife ("the Property Owner"), (collectively, "the parties").

RECITALS

- A. Property owner owns real property subject to one or more easements encumbering the use of the property described in Exhibit A (the "Property"), attached and made a part of this agreement.
- B. County and Property Owner agree that the easements at issue prohibit some or all of the Property Owner's intended use of the Property and must be released to allow the intended use or uses to proceed.
- C. County and Property Owner further agree that releasing or revising and restating the easement or easements as shown in Exhibit B (the "Release of Easement" or "Revised and Restated Easement") constitutes a reasonable and acceptable resolution to the burdens on the Property.
- D. County and Property Owner desire to settle and finalize all differences between them as to all claims arising out of the easement's, or easements', impairment of Property Owner's use or uses of the Property pursuant to the following agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained and described in this agreement, it is agreed as follows:

- 1. County and Property Owner, generally and specifically, intend by executing this agreement to effect a full and final settlement and release of all claims arising out of the described easement or easements including, but not limited to, all claims for damages, costs, disbursements, attorneys' fees and any other remedies in law or equity. And the parties hereby do so release each other. For purposes of this agreement, Property Owner includes his or her family, heirs and assigns.
- 2. The compromises included in this agreement do not constitute an admission of liability or fault by County or Property Owner.
- 3. The County agrees as follows:

To release that certain Conservation Easement dated July 19, 2004 and recorded in OR Book 2514 at Page 678 in the Public Records of Charlotte County, Florida.

To waive the costs associated with the Property Owner's Plat Vacation application described herein.

The Property Owner agrees as follows:

To submit an application to vacate the plat for Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block 187B, HARBOUR HEIGHTS SUBDIVISION SECTION ELEVEN, A REPLAT OF A PORTION OF PART TWO, according to the Plat thereof, recorded in Plat Book 6, Page(s) 13(A) through 13(D), inclusive, of the Public Records of Charlotte County, Florida.

The County and Property Owner understand and agree that the decision to approve or deny the plat vacation shall be solely that of the Board of County Commissioners of Charlotte County, Florida and no provision herein shall require the Board to approve the Plat Vacation application. If the Plat Vacation is denied or otherwise not adopted within 24 months of the date of execution of this agreement, then this agreement shall be automatically rendered null and void.

4. Property Owner, in exchange for the promises made by County, agrees to forever refrain from instituting any other action or making any other demand or claim of any kind for damages of whatever nature arising out of the easement or easements, including any action or demand or claims which could have been asserted based upon them, for damages or losses either known or unknown by the Property Owner, their counsel or any other representative of Property Owner.

5. Property Owner and County acknowledge that this agreement constitutes the entire agreement. The Property Owner and County in making this compromise settlement agreement and release are relying on their own judgment, belief and knowledge, and the advice of their own attorneys, as to all phases of their claims and defenses and are not relying on the representations of any other person or party. It is also agreed and acknowledged that this settlement agreement was drafted jointly by counsel to the parties hereto, and that the undersigned state and represent that they have carefully read the foregoing agreement and know and understand the contents thereof and sign as their own free act.

6. Property Owner understands and agrees that this agreement confers no right to build, no permit, no zoning or planning authorization, or any other development rights except those flowing directly from the released or restated and revised easements and any permits the County has issued or may issue for the Property.

7. Property Owner understands and agrees that this agreement does not authorize or allow any action by Property Owner that violates the Charlotte County Code of Laws and Ordinances (the "Code"), the rules and regulations adopted pursuant to the Code, or any applicable state, federal law, ordinance or regulation.

8. Property Owner and County understand and agree that each party shall pay its own attorney's fees and costs arising under or related to this agreement and its subject matter.

9. Property Owner and County warrant and represent that neither party has sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, obligation, or cause of action arising under or related to this Agreement and its subject matter.

10. Venue for any action arising under or relating to this agreement shall lie in Charlotte County, Florida. The terms and enforcement of this agreement shall be governed by the laws of the State of Florida.

11. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

12. In the event any provision, term or condition of this agreement, on behalf of either party, thereto shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this agreement and

application of such provisions, terms or conditions shall not be affected thereby, and shall be enforced to the fullest extent permitted by law.

13. It is hereby acknowledged by the parties that nothing contained in this Agreement was intended to serve as a waiver of sovereign immunity, as set forth and codified in Section 768.28 of the Florida Statutes, by Charlotte County to which sovereign immunity is applicable in the recovery of damages in tort for money damages against the state or its agencies or subdivision or injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment.

14. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this agreement. None of the parties intend to directly or substantially benefit a third party by this agreement. The parties agree that there are no third-party beneficiaries to this agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement, or other obligations, whether known or unknown to the parties.

15. Notice under this agreement shall be provided to the parties as follows:

COUNTY

County Administrator  
18500 Murdock Circle  
Port Charlotte FL 33948

With a copy to:

County Attorney  
18500 Murdock Circle  
Port Charlotte FL 33948

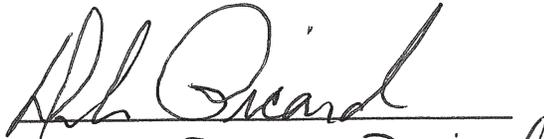
PROPERTY OWNER

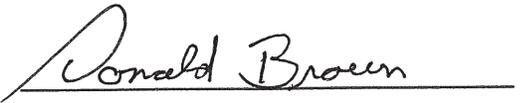
John Keith and Holly Keith  
27163 San Carlos Drive  
Punta Gorda FL 33983

Evidence of delivery and acknowledgment shall constitute sufficient notice under this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the respective dates set forth below.

**WITNESSES:**

  
Printed Name: Debra Picard

  
Printed Name: Donald Brown

Signed, sealed and delivered  
in the presence of:

Attest:

Roger D. Eaton, Clerk of Circuit Court  
And Ex-Officio Clerk of the Board of  
County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

**PROPERTY OWNER:**

John Keith  
By:   
John Keith

Holly Keith  
By:   
Holly Keith

Date: 12-4-23

**COUNTY:**

Board of County Commissioners of  
Charlotte County, Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: Chairman

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR23-0863 \_\_\_\_\_

Exhibit "A"

Lots 2 through 17, Block 187B, Harbour Heights Subdivision, Section Eleven, a Replat of a Portion of Part Two, as recorded in Plat Book 6, Pages 13A through 13D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 011 187B 0002 and identified in the Property Appraiser's Records as Parcel ID #402310305003, and more commonly known as 27163 San Carlos Drive, Punta Gorda, FL 33983.

Exhibit "B"

This instrument was prepared by:  
Janette S. Knowlton, County Attorney  
Charlotte County Administrative Complex  
18500 Murdock Circle  
Port Charlotte, Florida 33948

COUNTY DEED

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Charlotte County, a political subdivision of the State of Florida, party of the first part, and John Keith and Holly Keith, husband and wife, owners of record of the underlying real estate, whose mailing address is 27163 San Carlos Drive, Punta Gorda, FL 33983, parties of the second part.

WITNESSETH, that the said party of the first part does hereby acknowledge that the need for the hereinafter described portion of the easement, no longer exists and does hereby release to the parties of the second part, their heirs and assigns forever, all the rights of Charlotte County in and to the following described portion of the easement lying and being in Charlotte County, Florida, to-wit:

Release the Conservation Easement recorded in Official Records Book 2514, Page 678, located on Lots 2 through 7 and Lots 10 through 17, Block 187B, Harbour Heights Subdivision, Section Eleven, a Replat of a Portion of Part Two, as recorded in Plat Book 6, Pages 13A through 13D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 011 187B 0002 and identified in the Property Appraiser's Records as Parcel ID #402310305003, and more commonly known as 27163 San Carlos Drive, Punta Gorda, FL 33983.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FL

By: \_\_\_\_\_  
Stephen Kipa  
Real Estate Services Manager  
Real Estate Services Division  
Per Resolution 2011-473

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Stephen Kipa, who \_\_\_ is personally known to me, or \_\_\_ produced \_\_\_\_\_ as identification.

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

[AFFIX NOTARY SEAL]

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

My commission expires: \_\_\_\_\_

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida ("County"), and Stephen Vieira and Debra Vieira, husband and wife ("the Property Owner"), (collectively, "the parties").

RECITALS

- A. Property owner owns real property subject to one or more easements encumbering the use of the property described in Exhibit A (the "Property"), attached and made a part of this agreement.
- B. County and Property Owner agree that the easements at issue prohibit some or all of the Property Owner's intended use of the Property and must be released to allow the intended use or uses to proceed.
- C. County and Property Owner further agree that releasing or revising and restating the easement or easements as shown in Exhibit B (the "Release of Easement" or "Revised and Restated Easement") constitutes a reasonable and acceptable resolution to the burdens on the Property.
- D. County and Property Owner desire to settle and finalize all differences between them as to all claims arising out of the easement's, or easements', impairment of Property Owner's use or uses of the Property pursuant to the following agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained and described in this agreement, it is agreed as follows:

- 1. County and Property Owner, generally and specifically, intend by executing this agreement to effect a full and final settlement and release of all claims arising out of the described easement or easements including, but not limited to, all claims for damages, costs, disbursements, attorneys' fees and any other remedies in law or equity. And the parties hereby do so release each other. For purposes of this agreement, Property Owner includes his or her family, heirs and assigns.
- 2. The compromises included in this agreement do not constitute an admission of liability or fault by County or Property Owner.
- 3. The County agrees as follows:

To release that certain Conservation Easement dated July 19, 2004 and recorded in OR Book 2514 at Page 678 in the Public Records of Charlotte County, Florida.

To waive the costs associated with the Property Owner's Plat Vacation application described herein.

The Property Owner agrees as follows:

To submit an application to vacate the plat for Lots 9, 10, 11 and 52 of Block 10, HARBOUR HEIGHTS SUBDIVISION SECTION ONE, according to the Plat thereof, recorded in Plat Book 3, Page(s) 21(A) through 21(D), inclusive, of the Public Records of Charlotte County, Florida.

To pay into escrow \$1,400.00, which is the sum due under the County's Habitat Conservation Plan for the Property Owner's development plan for lot 11. The funds must be received by the Escrow Agent on or before December 30, 2023. The sum held in escrow shall constitute payment received in 2023 for the HCP fee for lot 11 and shall be released to the County immediately if this Agreement is executed by the County's signatory. If the Board rejects this Agreement, then the escrowed funds shall be returned to the Property Owner. The County Administrator or his designee and Property Owner are authorized to enter into an agreement with the Escrow Agent, if necessary, governing the escrowed funds and their disbursement.

The County and Property Owner understand and agree that the decision to approve or deny the plat vacation shall be solely that of the Board of County Commissioners of Charlotte County, Florida and no provision herein shall require the Board to approve the Plat Vacation application. If the Plat Vacation is denied or otherwise not adopted within 24 months of the date of execution of this agreement, then this agreement shall be automatically rendered null and void.

4. Property Owner, in exchange for the promises made by County, agrees to forever refrain from instituting any other action or making any other demand or claim of any kind for damages of whatever nature arising out of the easement or easements, including any action or demand or claims which could have been asserted based upon them, for damages or losses either known or unknown by the Property Owner, their counsel or any other representative of Property Owner.

5. Property Owner and County acknowledge that this agreement constitutes the entire agreement. The Property Owner and County in making this compromise settlement agreement and release are relying on their own judgment, belief and knowledge, and the advice of their own attorneys, as to all phases of their claims and defenses and are not relying on the representations of any other person or party. It is also agreed and acknowledged that this settlement agreement was drafted jointly by counsel to the parties hereto, and that the undersigned state and represent that they have carefully read the foregoing agreement and know and understand the contents thereof and sign as their own free act.

6. Property Owner understands and agrees that this agreement confers no right to build, no permit, no zoning or planning authorization, or any other development rights except those flowing directly from the released or restated and revised easements and any permits the County has issued or may issue for the Property.

7. Property Owner understands and agrees that this agreement does not authorize or allow any action by Property Owner that violates the Charlotte County Code of Laws and Ordinances (the "Code"), the rules and regulations adopted pursuant to the Code, or any applicable state, federal law, ordinance or regulation.

8. Property Owner and County understand and agree that each party shall pay its own attorney's fees and costs arising under or related to this agreement and its subject matter.

9. Property Owner and County warrant and represent that neither party has sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, obligation, or cause of action arising under or related to this Agreement and its subject matter.

10. Venue for any action arising under or relating to this agreement shall lie in Charlotte County, Florida. The terms and enforcement of this agreement shall be governed by the laws of the State of Florida.

11. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

12. In the event any provision, term or condition of this agreement, on behalf of either party, thereto shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this agreement and application of such provisions, terms or conditions shall not be affected thereby, and shall be enforced to the fullest extent permitted by law.

13. It is hereby acknowledged by the parties that nothing contained in this Agreement was intended to serve as a waiver of sovereign immunity, as set forth and codified in Section 768.28 of the Florida Statutes, by Charlotte County to which sovereign immunity is applicable in the recovery of damages in tort for money damages against the state or its agencies or subdivision or injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment.

14. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this agreement. None of the parties intend to directly or substantially benefit a third party by this agreement. The parties agree that there are no third-party beneficiaries to this agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement, or other obligations, whether known or unknown to the parties.

15. Notice under this agreement shall be provided to the parties as follows:

COUNTY

County Administrator  
18500 Murdock Circle  
Port Charlotte FL 33948

With a copy to:

County Attorney  
18500 Murdock Circle  
Port Charlotte FL 33948

PROPERTY OWNER

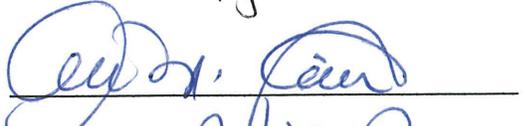
Stephen Vieira and Debra Vieira  
2309 Talbrook Ter  
Punta Gorda FL 33983

Evidence of delivery and acknowledgment shall constitute sufficient notice under this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the respective dates set forth below.

**WITNESSES:**

  
Printed Name: Angela Valentin

  
Printed Name: Ana M. Guerra

Signed, sealed and delivered  
in the presence of:

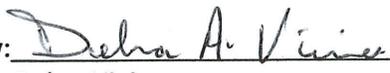
Attest:

Roger D. Eaton, Clerk of Circuit Court  
And Ex-Officio Clerk of the Board of  
County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

**PROPERTY OWNER:**

Stephen Vieira  
By:   
Stephen Vieira

Debra Vieira  
By:   
Debra Vieira

Date: December 17<sup>th</sup> 2023

**COUNTY:**

Board of County Commissioners of  
Charlotte County, Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: Chairman

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR23-0863 \_\_\_\_\_

Exhibit "A"

Lots 9, 10, 11, and 52, Block 10, Harbour Heights Subdivision, Section One, as recorded in Plat Book 3, Pages 21A through 21D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 001 0010 0009 and identified in the Property Appraiser's Records as Parcel ID #402315329005, and more commonly known as 2289 Talbrook Terrace, Punta Gorda, FL 33983.

Exhibit "B"

This instrument was prepared by:  
Janette S. Knowlton, County Attorney  
Charlotte County Administrative Complex  
18500 Murdock Circle  
Port Charlotte, Florida 33948

COUNTY DEED

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Charlotte County, a political subdivision of the State of Florida, party of the first part, and Stephen Vieira and Debra Vieira, husband and wife, owners of record of the underlying real estate, whose mailing address is 2309 Talbrook Terrace, Punta Gorda, FL 33983, parties of the second part.

WITNESSETH, that the said party of the first part does hereby acknowledge that the need for the hereinafter described portion of the easement, no longer exists and does hereby release to the parties of the second part, their heirs and assigns forever, all the rights of Charlotte County in and to the following described portion of the easement lying and being in Charlotte County, Florida, to-wit:

Release the Conservation Easement recorded in Official Records Book 2514, Page 678, located on Lots 9, 10 and 11, Block 10, Harbour Heights Subdivision, Section One, as recorded in Plat Book 3, Pages 21A through 21D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 001 0010 0009 and identified in the Property Appraiser's Records as Parcel ID #402315329005, and more commonly known as 2289 Talbrook Terrace, Punta Gorda, FL 33983.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FL

By: \_\_\_\_\_  
Stephen Kipa  
Real Estate Services Manager  
Real Estate Services Division  
Per Resolution 2011-473

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Stephen Kipa, who \_\_\_\_\_ is personally known to me, or \_\_\_ produced \_\_\_\_\_ as identification.

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

[AFFIX NOTARY SEAL]

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

My commission expires: \_\_\_\_\_

This instrument was prepared by:  
Janette S. Knowlton, County Attorney  
Charlotte County Administrative Complex  
18500 Murdock Circle  
Port Charlotte, Florida 33948

COUNTY DEED

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Charlotte County, a political subdivision of the State of Florida, party of the first part, and John Keith and Holly Keith, husband and wife, owners of record of the underlying real estate, whose mailing address is 27163 San Carlos Drive, Punta Gorda, FL 33983, parties of the second part.

WITNESSETH, that the said party of the first part does hereby acknowledge that the need for the hereinafter described portion of the easement, no longer exists and does hereby release to the parties of the second part, their heirs and assigns forever, all the rights of Charlotte County in and to the following described portion of the easement lying and being in Charlotte County, Florida, to-wit:

Release the Conservation Easement recorded in Official Records Book 2514, Page 678, located on Lots 2 through 7 and Lots 10 through 17, Block 187B, Harbour Heights Subdivision, Section Eleven, a Replat of a Portion of Part Two, as recorded in Plat Book 6, Pages 13A through 13D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 011 187B 0002 and identified in the Property Appraiser's Records as Parcel ID #402310305003, and more commonly known as 27163 San Carlos Drive, Punta Gorda, FL 33983.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FL

By: \_\_\_\_\_  
Stephen Kipa  
Real Estate Services Manager  
Real Estate Services Division  
Per Resolution 2024-\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Stephen Kipa, who \_\_\_\_\_ is personally known to me, or \_\_\_ produced \_\_\_\_\_ as identification.

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

[AFFIX NOTARY SEAL]

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

My commission expires: \_\_\_\_\_

This instrument was prepared by:  
Janette S. Knowlton, County Attorney  
Charlotte County Administrative Complex  
18500 Murdock Circle  
Port Charlotte, Florida 33948

COUNTY DEED

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Charlotte County, a political subdivision of the State of Florida, party of the first part, and Stephen Vieira and Debra Vieira, husband and wife, owners of record of the underlying real estate, whose mailing address is 2268 Talbrook Terrace, Punta Gorda, FL 33983, parties of the second part.

WITNESSETH, that the said party of the first part does hereby acknowledge that the need for the hereinafter described portion of the easement, no longer exists and does hereby release to the parties of the second part, their heirs and assigns forever, all the rights of Charlotte County in and to the following described portion of the easement lying and being in Charlotte County, Florida, to-wit:

Release the Conservation Easement recorded in Official Records Book 2514, Page 678, located on Lots 9, 10 and 11, Block 10, Harbour Heights Subdivision, Section One, as recorded in Plat Book 3, Pages 21A through 21D, of the public records of Charlotte County, Florida, and also identified with a short legal description of HBH 001 0010 0009 and identified in the Property Appraiser's Records as Parcel ID #402315329005, and more commonly known as 2289 Talbrook Terrace, Punta Gorda, FL 33983.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FL

By: \_\_\_\_\_  
Stephen Kipa  
Real Estate Services Manager  
Real Estate Services Division  
Per Resolution 2024-\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Stephen Kipa, who \_\_\_ is personally known to me, or \_\_\_ produced \_\_\_\_\_ as identification.

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

[AFFIX NOTARY SEAL]

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

My commission expires: \_\_\_\_\_