

ICARD MERRILL

ATTORNEYS & COUNSELORS

J. Geoffrey Pflugner



8470 Enterprise Circle
Suite 201
Bradenton, FL 34202
941.366.5707
Fax: 941.552.0108
jpflugner@icardmerrill.com

icardmerrill.com

January 21, 2020

Via Hand Delivery

City Commission
City of Venice Florida
401 West Venice Avenue
Venice, Florida 34285

Re: *Plat of Cassata Place- Title Opinion*
PIDs: 0412080004
IM Client: Aqueduct, LLC
IM File: 71638-124335

Dear Commissioners and Staff:

Pursuant to the requirements of *Florida Statutes*, Chapter 177, and City of Venice Code of Ordinances Sec.86-231(b)(2), you are advised that, in our opinion, the fee simple marketable title of those lands described in **Exhibit "A"** attached hereto is vested in:

AQUEDUCT, LLC,
a Florida limited liability company.

I. Subject to the following matters and exceptions:

- A. Mortgages, Assignments, and Modifications: None
- B. Other Liens: None.
- C. Restrictions: None
- D. Easements:

i. Easement in favor of Florida Power and Light Company set forth in instrument recorded in Official Record Book 1841, Page 1521, Public Records of Sarasota County, Florida.

E. Other Instruments:

i. Petition For Annexation of Contiguous Property to City of Venice No. 2003-98 and Ordinance No. 2004-04 recorded as Official Records Instrument No. 2004013412, Public Records of Sarasota County, Florida.

ii. Recorded Notice of Environmental Resource Permit issued by the Southwest Florida Water Management District dated May 31, 2019, and recorded as Official Records Instrument No. 2019126332, Public Records of Sarasota County, Florida.

iii. Notice of Commencement dated October 4, 2019 and recorded as Official Records Instrument No. 2019138074, Public Records of Sarasota County, Florida.

II. Taxes and Assessments:

| PID No. | Tax Year | Status | Date Paid | Receipt No. |
|------------|----------|--------|------------|--------------|
| 0412080004 | 2018 | PAID | 12/16/2018 | 9088725.0001 |
| 0412080004 | 2019 | UNPAID | | |

This opinion may be relied upon only by the parties to whom it is addressed and only for the Plat of Cassata Place. It may not be relied upon by any other person or entity or for any other purpose whatsoever without our prior written consent. This opinion letter speaks only as of the date of November 15, 2019 @ 8:00AM (based upon documents reviewed and facts, conditions, and circumstances presently known) and supersedes any and all prior opinions with respect to the matters discussed herein. This opinion letter is provided as a legal opinion only and not as a guaranty or warranty of the matters discussed herein or in documents referred to herein. No opinion may be inferred or implied beyond the matters expressly and specifically stated herein.

Respectfully Submitted,

Icard Merrill Cullis Timm Furen & Ginsburg, P.A.

By: _____

J. Geoffrey Pflugner

{EXHIBIT A ON FOLLOWING PAGE}



Exhibit A – Legal Description of Cassata Place

EXHIBIT "A"

Tract 4 of the unrecorded Plat of KENT ACRES, more particularly described as follows:

Commence at the Northwest corner of Tract 17, as shown on the Plat of VENICE FARMS, recorded in Plat Book 2, Page 179 of the Public Records of Sarasota County, Florida; thence N.89°37'10"W., along the South Right of Way line of Venice Avenue, as shown in Road Plat Book 2, Page 43 and Road Plat Book 4, Page 3 of the Public Records of Sarasota County, Florida, a distance of 963.63 feet to the POINT OF BEGINNING; thence continue N.89°37'10"W., along said South Right of Way line of Venice Avenue, a distance of 304.17 feet; thence S.00°02'28"W., a distance of 725.85 feet; thence S.89°36'30"E., a distance of 304.10 feet; thence N.00°02'47"E, a distance of 725.91 feet to the Point of Beginning.

Subject to a reservation for an Ingress and Egress Easement over the southerly 15.00 feet of the above described lands.

All lying and being in Section 9, Township 39 South, Range 19 East, Sarasota County, Florida.



Prepared By and Return To:
J. Geoffrey Pflugner, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
8470 Enterprise Circle, Suite 201
Lakewood Ranch, FL 34202

File Number: 45500-101985
Purchase Price: \$735,000.00

General Warranty Deed

Made this November 9, 2017 A.D., by **Mark I. Caithness, a married man**, whose post office address is: PO Box 578, Osprey, Florida 34229, hereinafter called the Grantor, to **Aqueduct, LLC, a Florida limited liability company**, whose post office address is: 7507 South Tamiami Trail, Sarasota, Florida 34231, hereinafter called the Grantee:

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

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Sarasota County, Florida, viz:

Tract 4 of the unrecorded Plat of Kent Acres, more particularly described as follows:

The West 304 feet of the East 1249 feet of the North 726 feet of that part of Section 9, Township 39 South, Range 19 East, Sarasota County, Florida, lying South of the existing Right-of-Way of Venice Avenue East, the South 15 feet therein reserved for Ingress and Egress Easement.

The grantor warrants and covenants that the above-described property does not constitute the homestead of the grantor, nor is it contiguous thereto.

Subject to restrictions, reservations, easements of record, zoning, applicable governmental regulations and taxes beginning with the current year, but this reference shall not operate to reimpose same.

Parcel ID#: 0412080004

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in our presence:

(Signature of first Witness)

J. Geoffrey Pflugner

(Printed name of first Witness)

(Signature of second Witness)

Kelly Carsey

(Printed name of second Witness)



Mark I. Caithness

STATE OF FLORIDA
COUNTY OF MANATEE

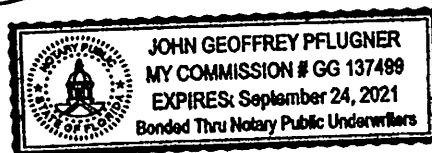
The foregoing instrument was acknowledged before me this 12 day of November, 2017, by Mark I. Caithness, ☒ who is/are personally known to me or ☐ who produced _____ as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____



Parcel No. 31

5.00 REC.
50 STATE

THIS INSTRUMENT WAS PREPARED BY S. L. BREND
FLORIDA POWER & LIGHT COMPANY
P. O. BOX 1115 SARASOTA, FLORIDA 34231

EASEMENT
Form 3722A (Stocked) Rev. 7/85

591608

O.R. 1841 PG 1521

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 4 feet in width described as follows:

Tract 4 of the unrecorded plat of Kent Acres, more particularly described as follows:

The West 304 feet of the East 1249 feet of the North 726 feet of that part of Section 9, Township 39 South, Range 19 East, Sarasota County, Florida, lying South of the existing right-of-way of Venice Avenue East, the South 15 feet thereof being reserved for ingress and egress.

An easement being more particularly described as the North 4 feet of the above described property.

MAR 14 8 27 AM '86
FILED AND RECORDED
R. H. HACKNEY, JR. CLERK
SARASOTA CO. FLA.

Documentary Tax Pd. \$.50
Intangible Tax Pd. \$
R. H. Hackney, Jr., Clerk, Sarasota County
By: J. Keeney
Deputy Clerk

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on
FEBRUARY 22, 1986

Signed, sealed and delivered in the
presence of:

Dennis A. Ralph Jeanette Williams (Seal)
Jeanette Williams
_____. (Seal)

STATE OF FLORIDA AND COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28th day

February, 1986, by Jeanette Williams
and _____

My Commission Expires: 7-26-88

Dennis A. Ralph
Notary Public, State of Florida



8/



Prepared by: City of Venice - 401 W. Venice Ave.
Venice, Florida 34285
Return to: Same - Attn. Deputy City Clerk ✓

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004013412 15 PGS
2004 JAN 23 05:08 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#426835

**PETITION FOR ANNEXATION OF CONTIGUOUS PROPERTY TO CITY OF VENICE
NO. 2003-98**

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF VENICE, FLORIDA:

COMES NOW, **RICHARD M. CLOUTIER AND PEGGY LEE CLOUTIER**, as Trustees **AND DOMINIQUE CLOUTIER**, owner(s) of the herein described real estate, respectfully request that said real estate be annexed to the now existing boundaries of the City of Venice, pursuant to Chapter 171, Florida Statutes, entitled Municipal Annexation or Contraction Act, and the undersigned represents that the following information, including that contained in the attached exhibits, is true and correct to the best of their knowledge and belief.

1. The legal description of the property embraced in this request is:

Tract 4 of the unrecorded plat of KENT ACRES, more particularly described as follows: The West 304 feet of the East 1249 feet of the North 726 feet of that part of Section 9, Township 39 South, Range 19 East, Sarasota County, Florida, lying South of the existing R/W of Venice Avenue East, the South 15 feet therein being reserved for ingress and egress easement.

Commonly known as 1755 Venice Avenue, Venice, Florida, as shown on Exhibit A, attached hereto and made a part hereof. Totaling 5.06 ± acres.

2. Said property is contiguous as provided in Florida Statutes 171.031 (11) to the now existing boundaries of the City of Venice as shown on said Exhibit A.
3. All current and past County real estate taxes, as levied against said property are paid.
4. Title to the said property is vested in the undersigned.
5. The undersigned hereby covenant and agree, for themselves, their heirs, personal representatives, successor and assigns, that if said lands be incorporated within said City, they will abide by all laws and ordinances of the City of Venice that may be applicable thereto and will promptly pay all taxes and liens for special improvements that may be assessed thereon, and in the event sewer services are not available at the time of annexation whenever an approved sanitary sewer is made available, any individual sewage disposal system device or equipment shall be abandoned and the sewage wastes discharged to a sanitary sewer through a properly constructed sewer within three hundred and sixty-five (365) days thereafter.
6. It is further agreed that if the City shall accept and include the Owner's lands for inclusion within its corporate limits pursuant to the Petition for Annexation, the Owner shall and will indemnify and save the City harmless of and from all costs, including reasonable attorney's fees,


that may be incurred by it in defending any and all litigation involving the validity of such annexation proceedings. The Owner further covenants and agrees to and with the City that if the contemplated annexation shall ultimately be held invalid by Court proceedings, or excluded from the City limits by further legislation, if and to the extent that the City shall continue to supply water, sewer, and other utility services to the affected area, it shall be entitled to charge therefore at such rates as may be prescribed from time to time by the City Council for comparable services outside the City limits. The Owner further covenants and agrees to waive any claim for refund of taxes levied by and paid to the City of Venice on property contained in the affected area for any period subsequent to the acceptance by the City of the Owner's Petition for Annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.

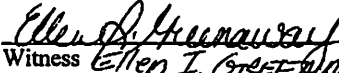
WHEREFORE, the undersigned requests that the City Council accept said proposed addition and annex all such lands and include same within the Corporate limits of the City of Venice, in accordance with the provisions for such action as set forth above.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Owners:

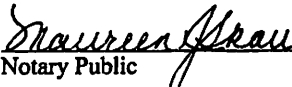

Witness Lisa D. O'Neill

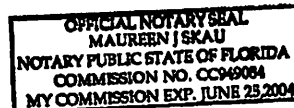

Dominique Cloutier C436-160.26-328.0


Witness Ellen I. Greenaway

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of December, 2003, by Dominique Cloutier. He is personally known to me or has produced Id. dur. lic. as identification.


Notary Public



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Owners:

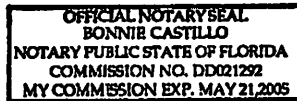
Scott B. Sympson
Witness Scott B. Sympson
Vivian Simmons
Witness Vivian Simmons

Richard M. Cloutier
Richard M. Cloutier
Peggy L. Cloutier
Peggy L. Cloutier

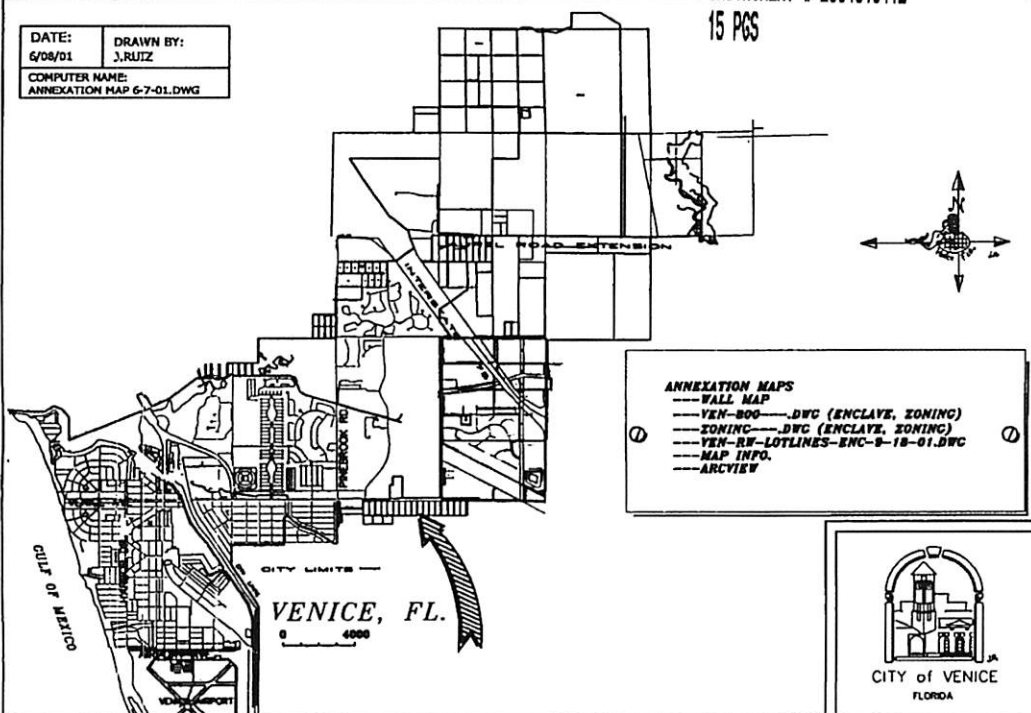
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24 day of October
2003, by Richard M. Cloutier and Peggy L. Cloutier. They are personally known to me or have
produced FDL'S as identification.

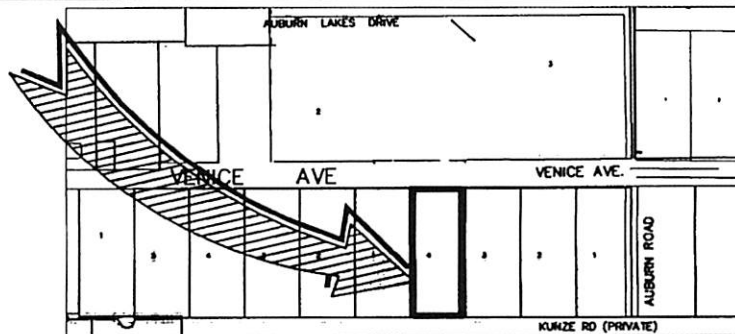
Bonnie Castillo
Notary Public



| | |
|---|----------------------|
| DATE: 6/08/01 | DRAWN BY: J. RUTZ |
| COMPUTER NAME: ANNEXATION MAP 6-7-01.DWG | |

**PROPERTIES**

**ANNEXED TO THE
CITY OF
VENICE, FLORIDA**



Owner: Richard M. & Peggy Lee Cloutier, Trustees and Dominique Cloutier
 Property Address: 1755 Venice Avenue, Florida
 Legal Description: Tract 4, Kent Acres, Part of S9-T39S-R19E
 Mailing Address: 840 Bird Bay Drive West, Unit C106, Venice, FL 34292
 Ordinance No.: 2004-04
 File No.: 2003-98
 County Zoning: RSF-2
 Date of First Reading: 12/09/03
 Date of Final Reading: 01/13/04
 Date Mailed: 01/13/04
 Parcel ID#: 0412-08-0004

Prepared by: City of Venice, 401 W. Venice Avenue
Venice Florida 34285
Return to: Same - Attn. Deputy City Clerk

INSTRUMENT # 2004013412
15 PGS

ORDINANCE NO. 2004-04

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, ANNEXING CERTAIN LANDS LYING CONTIGUOUS TO THE CITY LIMITS, AS PETITIONED BY RICHARD M. CLOUTIER AND PEGGY LEE CLOUTIER, AS TRUSTEES AND DOMINIQUE CLOUTIER, INTO THE CORPORATE LIMITS OF THE CITY OF VENICE, FLORIDA, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITIONS.

WHEREAS, The City Council of the city of Venice, Florida received a sworn Petition from Richard M. Cloutier and Peggy Lee Cloutier, as Trustees and Dominique Cloutier, dated October 24, 2003, requesting the city to annex a certain parcel of real estate herein described, owned by Richard M. Cloutier and Peggy Lee Cloutier, as Trustees and Dominique Cloutier, into the corporate limits of the city of Venice, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. After its evaluation of all evidence presented, and in reliance upon representations made by Richard M. Cloutier and Peggy Lee Cloutier, as Trustees and Dominique Cloutier, in said petition, the city of Venice, acting by and through its City Council by the authority and under the provisions of the Municipal Charter of the city of Venice, and the laws of Florida, hereby annexes into the corporate limits of the city of Venice, Florida, and redefines the boundary lines of said city so as to include the following described parcel of real property in Sarasota County, Florida:

Tract 4 of the unrecorded plat of KENT ACRES, more particularly described as follows: The West 304 feet of the East 1249 feet of the North 726 feet of that part of Section 9, Township 39 South, Range 19 East, Sarasota County, Florida, lying South of the existing R/W of Venice Avenue East, the South 15 feet therein being reserved for ingress and egress easement. Totalling 5.06 ± acres.

Commonly known as 1755 Venice Avenue, Venice, Florida.

SECTION 2. The City Council hereby formally and according to law accepts the dedication of all easements, streets, parks, plazas, rights-of-way and other dedications to the public which have heretofore been made by plat, deed or user within the area so annexed.

SECTION 3. That the proper city officials of said city of Venice be, and they hereby are, authorized and directed to file with the Clerk of the Circuit Court of Sarasota County, Florida, a certified copy of this Ordinance, and to do and perform such other acts and things as may be necessary and proper to effectuate the true intent of this Ordinance. The pre-annexation agreement is incorporated into this Ordinance and is made a part thereof.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Page 1 of 2 - Ord. No. 2004-04

SECTION 5. This Ordinance shall take effect immediately upon its adoption as provided by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 13TH DAY OF JANUARY, 2004.

First Reading: December 9, 2003

Final Reading: January 13, 2004

ADOPTION: January 13, 2004


Dean Calamaras, Mayor

ATTEST:


City Clerk

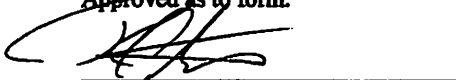
INSTRUMENT # 2004013412
15 PGS

I, LORI STELZER, City Clerk, of the city of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 13th day of January, 2004, a quorum being present.

WITNESS my hand and the official seal of said City this 14th day of January, 2004.


Lori Stelzer, CM/lt, City Clerk

Approved as to form:


City Attorney



Page 2 of 2 - Ord. No. 2004-04

City of Venice

INSTRUMENT # 2004013412
15 PGS

PRE-ANNEXATION AGREEMENT

This agreement is made this 13th day of January, 2004, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as "City") and RICHARD M. CLOUTIER AND PEGGY LEE CLOUTIER as Trustees of the Cloutier Family Trust, and DOMINIQUE CLOUTIER (hereinafter referred to as "Owner").

WHEREAS, the Owner owns a parcel of land comprising approximately five acres (hereinafter referred to as the "Subject Property") located in Sarasota County, Florida which is more particularly described by the legal description attached hereto as Exhibit "A"; and

WHEREAS, the Owner has filed an annexation petition pursuant to Section 171.044, Florida Statutes, seeking to voluntarily annex and include the Subject Property within the corporate limits of the City; and

WHEREAS, the Owner has agreed to certain terms and conditions required by the City in order to gain approval of said petition and to adopt an ordinance annexing the Subject Property into the City; and

WHEREAS, the City has determined that in the event the Subject Property is annexed into the City, it would best serve the public interest to be annexed subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, the City and Owner agree as follows:

Pre-Annexation Agreement:
Date: 10/17/03 Revision No. 1

Page 1

1. CONDITION PRECEDENT. This agreement shall not be binding or enforceable by either party unless and until the City duly adopts an ordinance annexing the Subject Property into the corporate limits of the City.
2. ZONING. The Subject Property is currently zoned by Sarasota County as RSF-2. The Owner shall petition the City to rezone the Subject Property to a district or districts under the Venice Zoning Code within one (1) year of the City's adoption of an ordinance annexing the property into the corporate limits of the City. Pursuant to the City's land use policies, designation of the Subject Property as subject to the Venetian Gateway Overlay district is required. No development orders shall be granted until the Subject Property is so rezoned. Following annexation, the Subject Property shall be subject to all codes, laws, ordinances, and regulations in force within the City.
3. CONCURRENCY EVALUATION NOT MADE; NO RELIANCE OR VESTED RIGHT. Nothing contained in this agreement and no review of the impacts of the proposed development of the Subject Property upon public facilities and services which has occurred in the process of reviewing this annexation or in negotiating this pre-annexation agreement shall be considered a determination that adequate public facilities will be available concurrent with the impacts of development of the Subject Property. The Owner acknowledges and agrees that any such review of the impacts of development of the Subject Property shall offer no basis upon which the Owner may rely or upon which the Owner can assert that a vested property right has been created. It is specifically understood and agreed that a determination that adequate public facilities and services are available concurrent with the impacts of any proposed development must be made before any development order is granted in connection with the Subject Property.

Pre-Annexation Agreement:
Date: 10/17/03 Revision No. 1

Page 2

4. EXTENSION OF WATER AND SEWER UTILITY LINES. The Owner shall construct and pay the cost of extending and sizing all offsite and onsite water and sewer utility lines adequate to serve the Subject Property as determined by the Director of Utilities and the City Engineer. All such work shall be performed in accordance with plans and specifications approved by the Director of Utilities and the City Engineer. Fire flows shall be determined by the Fire Chief with the joint cooperation of the Utilities Director and City Engineer. Owner shall convey all such water and sewer utility lines and lift stations to the City together with such easements as may be required for access to and maintenance of said lines and appurtenances. Utilities conveyed to the City shall be accepted for maintenance in accordance with all applicable City codes and policies which shall be applied to both onsite and offsite utility improvements.
5. WATER AND SEWER UTILITY CHARGES. The Owner shall pay all water and sewer utility rates, fees, and charges, including any capital charges such as water plant capacity charges and sewer plant capacity charges, as determined by the City Code of Ordinances in effect at the time a building permit is issued for improvements that will be connected to the City's water and sewer utility systems.
6. DEVELOPMENT CONTRIBUTION NECESSARY TO MITIGATE THE IMPACTS OF DEVELOPMENT.
 - A. EXTRAORDINARY MITIGATION FEE EXTRACTION. In order to mitigate the impacts of the proposed development upon the City, the Owner shall pay at the time of issuance of a Certificate of Occupancy an extraordinary mitigation fee, in the amount of \$1,662.00 per equivalent dwelling unit ("EDU"). The extraordinary mitigation fee shall be adjusted each fiscal year by an amount based on the fluctuations of the Consumer Price

Pre-Annexation Agreement:
Date: 10/17/03 Revision No. 1

Page 3

Index, subject to certain limitations and requirements as set forth in Exhibit "B" to this agreement. For purposes of this agreement, the definition of equivalent dwelling unit is the same as the definition contained within the City Comprehensive Plan.

B. DEDICATION OF RIGHT-OF-WAY. As per the City of Venice Comprehensive Plan to protect existing and future rights-of-way from building encroachment, the Owner shall dedicate to the City a thirty (30) foot wide right-of-way adjacent to the Subject Property's southern boundary line from the eastern property line west to the western property line. Said dedication shall be accomplished by the execution and delivery of a warranty deed from the Owner to the City within 30 days from the adoption of an ordinance annexing the Subject Property into the corporate limits of the City.

7. SARASOTA COUNTY IMPACT FEES. The City has permitted Sarasota County to collect library, park, and road impact fees within the City. Development of the Subject Property shall be subject to such impact fees and may also become subject to additional impact fees adopted by Sarasota County or the City in the future.
8. TRAFFIC STUDY. The Owner agrees to provide the City with a traffic study in accordance with the City's concurrency management regulations. The Owner shall pay the cost of any needed improvements identified by the traffic study or as determined by the City.
9. ATTORNEY FEE REIMBURSEMENT. The Owner shall reimburse the City all monies paid by the City to the City Attorney for services rendered concerning this annexation and all related matters.

Pre-Annexation Agreement:
Date: 10/17/03 Revision No. 1

Page 4

10. INDEMNITY. It is agreed that if the City shall accept and include the Owner's lands for inclusion within its corporate limits pursuant to the petition for annexation, the Owner shall and will indemnify and save the City harmless from all costs, including reasonable attorneys' fees, that may be incurred by it in defending any and all litigation involving the validity of such annexation proceedings.

The Owner further covenants and agrees to and with the City that if the contemplated annexation shall ultimately be held invalid by court proceedings or excluded from the City limits by future legislation, then if and to the extent that the City shall continue to supply water, sewer and other utility services to the Subject Property, it shall be entitled to charge at such rates as may be prescribed from time to time by the City for comparable services outside the corporate limits.

The Owner further covenants and agrees, jointly and severally, to waive any claim for a refund of ad valorem taxes levied by and paid to the City of Venice on the Subject Property for any periods subsequent to the acceptance by the City of the Owner's petition for annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.

11. DEFAULT. Upon the breach by either party of any term or condition of this Agreement, and upon the failure to cure same after thirty (30) days written notice from either party, then the non-defaulting party shall have the right to enforce same or to perform any such term or condition and recover the costs of same from the defaulting party.
12. ATTORNEY'S FEES. In the event of any default pursuant to the terms of this agreement, the prevailing party shall be entitled to recover all attorney's fees and costs

Pre-Annexation Agreement:
Date: 10/17/03 Revision No. 1

Page 5

from the other party, whether the same be incurred for negotiation, trial or appellate proceedings.

13. BINDING ON SUCCESSORS. The covenants contained herein shall run with the Subject Property and shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives and assigns of the parties to this agreement.
14. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and cannot be changed or modified except by instrument in writing duly approved by both parties.
15. INCORPORATION INTO ORDINANCE. This agreement shall be incorporated into and shall become a part of the ordinance annexing the Subject Property into the City of Venice.
16. SEVERABILITY. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

IN WITNESS WHEREOF, the City and the Owner set their hands and seals hereto on the day and year first above written.

CITY OF VENICE, FLORIDA

BY: Dean Calamaras

DEAN CALAMARAS, MAYOR

Date: 1-13-2004
Approved By City Council

Pre-Annexation Agreement:
Date: 10/17/03 Revision No. 1

Page 6

ATTEST:

Lori Stelzer
LORI STELZER, CITY CLERK

APPROVED AS TO FORM:

Robert C. Anderson
ROBERT C. ANDERSON, CITY ATTORNEY

OWNER: CLOUTIER FAMILY TRUST.

WITNESSES:

Scott B. Shaffer SCOTT B. SHAFFER
Vivian Simmons

BY:

Richard M. Cloutier
RICHARD M. CLOUTIER, TRUSTEE
Peggy Lee Cloutier
PEGGY LEE CLOUTIER, TRUSTEE

WITNESSES:

Dominique Cloutier
[Signature]

OWNER:

Dominique Cloutier
DOMINIQUE CLOUTIER

Pre-Annexation Agreement:
Date: 10/17/03 Revision No. 1

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EXHIBIT A

SUBJECT PROPERTY LEGAL DESCRIPTION

Tract 4 of the unrecorded plat of KENT ACRES, more particularly described as follows: The West 304 feet of the East 1249 feet of the North 726 feet of that part of Section 9, Township 39 South, Range 19 East, Sarasota County, Florida, lying South of the existing R/W of Venice Avenue East, the South 15 feet therein being reserved for ingress and egress easement.

Pre-Annexation Agreement:
Date: 10/17/03 Revision No. 1

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EXHIBIT B**EXTRAORDINARY MITIGATION FEE EXTRACTION**

The extraordinary mitigation fee payments provided for in paragraph 6A above, shall be subject to adjustment at the start of every fiscal year (October 1 through September 30) based on fluctuations in the revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) issued by the Bureau of Labor Statistics of the United States Department of Labor, effective November 1, 1978, said Index having a value of 100 for the year 1967, hereinafter referred to as the "Index."

The first adjustment shall be made on the first day of October following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year. Additional annual adjustments shall be made on the first day of each subsequent fiscal year following the commencement of the first extraordinary mitigation fee payment and shall be effective for the ensuing fiscal year.

Each extraordinary mitigation fee adjustment shall be the result obtained by multiplying the then existing extraordinary mitigation fee amount by a fraction, the numerator of which shall be the Index for the month in which the adjustment is made and the denominator of which shall be the Index figure for the month one year preceding the month from which the Index used in the numerator was chosen.

Subject to the minimum two percent (2%) increase each year, it is the intent of the parties that the extraordinary mitigation fee shall be increased by the same percentage amount as the percentage increase in the Index during the year preceding the adjustment. The adjustment for any single year shall be the greater of the CPI increase as calculated above or two-percent (2%). In no event shall the extraordinary mitigation fee decrease based upon fluctuations in the Index.

Should the Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of such Index be discontinued by the Bureau of Labor Statistics, then such Index as may be published by the United States Government most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. If the United States Government discontinues the publication of any such Index, then the parties shall agree upon the fee adjustments for the ensuing one year term.

Pre-Annexation Agreement:

Date: 10/17/03 Revision No. 1

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RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

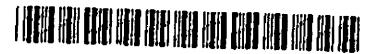
Document Prepared By:

Joanne Hoyt

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2019126332 3 PG(S)
September 13, 2019 08:14:53 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Return to:

Name Carol Lynch
Agency Name Southwest Florida Water Management District
Street Address 7601 US Highway 301 North
City, State Zip Tampa, FL 33637
RE: Permit No.: 43043416.001
Grantee: Aqueduct, LLC
Parcel ID: 0412080004
County: Sarasota



Notice

The **Southwest Florida Water Management District** (Agency) hereby gives notice that Environmental Resource Permit No. **43043416.001** has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland conservation areas, and docking facilities.



Conditions

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 31 day of May 20 19.

Southwest Florida Water Management District

For Agency

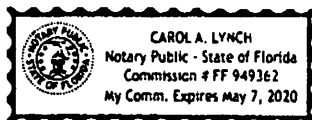
Yolanda Velazquez
Yolanda Velazquez, Agency Contact

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 31 day of May, 2019 by Yolanda Velazquez, Regulatory Support Supervisor. She is personally known to me.

[Notary Seal]



Carol A. Lynch
Notary Public Signature, State of Florida

Carol A. Lynch
Printed, Typed or Stamped Name

Commission/Serial No: FF 949362

My Commission Expires: 05/07/2020

NOTICE OF COMMENCEMENT

Permit Number _____ Tax Folio # _____

The undersigned hereby gives notice that improvement will be made to certain Real Property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. DESCRIPTION OF PROPERTY:

(Legal description of the property and street address, if available).

1755 E. Venice Avenue, Venice, FL 34285

2. GENERAL DESCRIPTION OF IMPROVEMENT:

New Home Development

3. OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:

Name & Address: Apuduct, LLC, 333 S. TAMiami AVE # 205, Venice, FL 34285

Interest in Property: _____

Fee Simple Title Holder (if different from owner listed above): _____

4. CONTRACTOR: Name: MP's Home & Construction, LLC Phone Number: 941-441-1441

Contractors Address: 333 S. TAMiami AVE # 205, Venice, FL 34285

5. SURETY (If applicable, a copy of the payment bond is attached): Amount of bond: \$ _____

Name: _____ Phone Number: _____

Address: _____

6. LENDER'S NAME: _____ Phone Number: _____

Lender's address: _____

7. Person's within the State of Florida Designated by Owner upon whom notice or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes.

Name: _____ Phone Number: _____

Address: _____

8. In addition, Owner designates _____ of _____ to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.

Phone number of person or entity designated by Owner: _____

9. Expiration of notice commencement (the expiration date will be 1 year from date of recording unless a different date is specified. _____ 20, _____).

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Partner/Manager)

(Print Name and Provide Signatory's Title/Office)

State of Florida County of Sarasota

The foregoing instrument was acknowledged before me this 4th day of October, 2019 by

(type of authority, ...e.g. officer, trustee, attorney in fact)

(name of party on behalf of whom instrument was executed)

☒ Personally Known or Produced Identification

(Signature of Notary Public - State of Florida)



KATHLEEN WARBLOW
MY COMMISSION # FF 969140
EXPIRES: April 24, 2020
Bonded Thru Budget Notary Services

FormIPS02 -- Revised 01/13/15

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2019138074 1 PG(S)
October 07, 2019 10:18:31 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



This space reserved for recording

generated on 11/20/2019 9:01:33 AM EST

Last Update: 11/20/2019 9:01:34 AM EST

[Register for eBill](#)

The information contained herein does not constitute a title search and should not be relied on as such.

| | | | | | |
|--|--------------------------|-----------------------------|--|----------------------|---------------------|
| Account Number | | Type Tax | | Tax Year | |
| 0412080004 | | REAL ESTATE | | 2019 | |
| Mailing Address AQUEDUCT LLC 7507 SOUTH TAMiami TrL SARASOTA FL 34231 | | | Property Address 1755 VENICE AVE E 003 | | |
| | | | Old Account Number 0412-08-0004 | | |
| Base Exempt Amount | | Taxable Value | | | |
| see below | | see below | | | |
| Exemption Detail NO EXEMPTIONS | | Millage Code 0300 | | Escrow Code | |
| Legal Description 1755 VENICE AVE E TRACT 4, UNRECORDED KENT ACRES, BEING DESC AS W 304 FT OF E 1249 FT OF N 726 FT OF THAT PART OF SEC 9 LYING S OF VENICE AVE EAST R/W | | | | | |
| Ad Valorem Taxes | | | | | |
| Taxing Authority | Rate | Assessed Value | Exemption Amount | Taxable Value | Taxes Levied |
| Sarasota Co. General Revenue | 3.2075 | 578,500 | 0 | \$578,500 | \$1,855.54 |
| Bonds-Debt Service | 0.1317 | 578,500 | 0 | \$578,500 | \$76.19 |
| Sarasota Co. Legacy Trl | 0.0419 | 578,500 | 0 | \$578,500 | \$24.24 |
| Mosquito Control | 0.0520 | 578,500 | 0 | \$578,500 | \$30.08 |
| Sarasota Memorial Hospital | 1.0420 | 578,500 | 0 | \$578,500 | \$602.80 |
| SW FL Water Management Dist. | 0.2801 | 578,500 | 0 | \$578,500 | \$162.04 |
| West Coast Inland Navigation | 0.0394 | 578,500 | 0 | \$578,500 | \$22.79 |
| Sarasota School Board | | | | | |
| School District Fund | 5.4430 | 578,500 | 0 | \$578,500 | \$3,148.78 |
| School Capital Impr | 1.5000 | 578,500 | 0 | \$578,500 | \$867.75 |
| City of Venice | 3.7000 | 578,500 | 0 | \$578,500 | \$2,140.45 |
| City of Venice Debt Service | 0.6200 | 578,500 | 0 | \$578,500 | \$358.67 |
| Emergency Medical Services | 0.6600 | 578,500 | 0 | \$578,500 | \$381.81 |
| Total Millage | | 16.7176 | Total Taxes | | \$9,671.14 |
| Non-Ad Valorem Assessments | | | | | |
| Code | Levying Authority | | | | Amount |
| | | | | | |
| Total Assessments | | | | | \$0.00 |
| Taxes & Assessments | | | | | \$9,671.14 |
| If Paid By | | | | | Amount Due |
| 11/30/2019 | | | | | \$9,284.29 |
| 12/31/2019 | | | | | \$9,381.01 |
| 1/31/2020 | | | | | \$9,477.72 |

| | |
|-----------|------------|
| 2/29/2020 | \$9,574.43 |
| 3/31/2020 | \$9,671.14 |

| Date Paid | Transaction | Receipt | Item | Amount Paid |
|-----------|-------------|---------|------|-------------|
|-----------|-------------|---------|------|-------------|

| Prior Year Taxes Due | | | | |
|----------------------|--|--|--|--|
| NO DELINQUENT TAXES | | | | |

Pay Now

Sarasota County Tax Collector

generated on 11/20/2019 9:05:56 AM EST

Tax Record

Last Update: 11/20/2019 9:05:56 AM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

| Account Number | Type Tax | Tax Year |
|----------------|-------------|----------|
| 0412080004 | REAL ESTATE | 2019 |

| Payment History | | | | | |
|-----------------|--------|------------|--------------|---------------|-------------|
| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
| <u>2018</u> | 124238 | 12/17/2018 | 9088725.0001 | \$9,700.93 | \$9,409.90 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|---------|------------|--------------|---------------|-------------|
| <u>2017</u> | 1255500 | 11/16/2017 | 5002211.0001 | \$7,058.34 | \$6,776.01 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|--------|-----------|--------------|---------------|-------------|
| <u>2016</u> | 124747 | 2/8/2017 | 3017227.0001 | \$6,294.38 | \$6,231.44 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|-------|-----------|--------------|---------------|-------------|
| <u>2015</u> | 22999 | 7/29/2016 | 3039916.0001 | \$6,240.79 | \$7,207.90 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|-------|-----------|--------------|---------------|-------------|
| <u>2014</u> | 15543 | 2/25/2015 | 9104807.0001 | \$10,478.24 | \$10,373.46 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|--------|------------|--------------|---------------|-------------|
| <u>2013</u> | 200495 | 11/18/2013 | 9040644.0001 | \$9,071.76 | \$8,708.89 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|-------|------------|--------------|---------------|-------------|
| <u>2012</u> | 50188 | 11/16/2012 | 9033246.0001 | \$11,148.98 | \$10,703.02 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|--------|------------|--------------|---------------|-------------|
| <u>2011</u> | 122637 | 11/10/2011 | 9020913.0001 | \$11,127.32 | \$10,682.23 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|---------|------------|-------------|---------------|-------------|
| <u>2010</u> | 1226300 | 12/15/2011 | 200003.0004 | \$12,247.01 | \$14,124.59 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|---------|------------|-------------|---------------|-------------|
| <u>2009</u> | 1227910 | 12/15/2011 | 200003.0003 | \$13,724.87 | \$16,803.50 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|--------|------------|-------------|---------------|-------------|
| <u>2008</u> | 122477 | 12/15/2011 | 200003.0002 | \$19,689.61 | \$31,110.12 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|--------|------------|--------------|---------------|--------------|
| <u>2007</u> | 122121 | 12/28/2011 | 5006576.0001 | \$23,678.65 | \$104,764.20 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|--------|-----------|--------------|---------------|-------------|
| <u>2006</u> | 120330 | 3/30/2009 | 3019639.0001 | \$7,961.75 | \$9,186.96 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|-------------|-------|-----------|--------------|---------------|-------------|
| <u>2005</u> | 46018 | 4/28/2006 | 3021432.0001 | \$8,642.86 | \$8,902.15 |

| Year | Folio | Date Paid | Receipt | Amount Billed | Amount Paid |
|------|-------|-----------|---------|---------------|-------------|
|------|-------|-----------|---------|---------------|-------------|