

**BILL OF SALE
VENETIAN WALK – PHASE 1**

KNOW ALL MEN BY THESE PRESENTS, that **VENETIAN WALK PARTNERS, LLLP**, a Florida limited liability limited partnership, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **CITY OF VENICE**, party of the second part, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer, and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels located in the County of Sarasota and the State of Florida, more particularly described as follows:

All pipelines, pipes, tees, ells, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution system constructed and installed by the party of the first part in the subdivision and lands described as follows:

Exhibit "A" attached hereto.

It is the purpose and intent of the party of the first part to convey to the party of the second part, by this Bill of Sale, all property comprising said **water distribution system** to and within the above described property, together with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the party of the first part in connection with said water distribution system.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with, the aforesaid water distribution system, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 16th day of JANUARY, 2014.

**Developer: Norstar Venetian Walk, Inc., a Florida corporation
its managing general partner**

Witness: Paula McDonald Rhodes By: _____

Paula McDonald Rhodes
(Please Print/Type Name)

(Name)

(Signature)

Richard L. Higgins, as Vice President

(Please Print/Type Name and Title)

Witness: Danya K. Beckman

Danya K. Beckman
(Please Print/Type Name)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

Subscribed before me this 16th day of JANUARY, 2014, by Richard L. Higgins, VICE PRESIDENT of Norstar Venetian Walk, Inc. on behalf of the company, who is personally known to me or who produced _____ as identification.

Notary Stamp:



Jodel Doak
JODEL DOAK Notary Public
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE071931
Expires 3/8/2015

LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST SARASOTA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST; THENCE NORTH 89°53'01" WEST ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 264.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 71°37'42" WEST 201.87 FEET; THENCE SOUTH 28°44'09" WEST 96.95 FEET; THENCE NORTH 60°57'38" WEST, 38.67 FEET; THENCE SOUTH 29°02'22 WEST 31.09 FEET; THENCE NORTH 61°01'13" WEST 50.26 FEET; THENCE NORTH 28°58'47" EAST, 76.94 FEET; THENCE SOUTH 81°55'20" EAST, 81.13 FEET; THENCE NORTH 25°56'29" EAST 23.86 FEET; THENCE NORTH 61°41'00" WEST 225.23 FEET, TO THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 00°05'39" EAST ON SAID WEST LINE, A DISTANCE OF 177.93 FEET; THENCE LEAVING SAID LINE SOUTH 89°53'01" EAST 1.77 FEET; THENCE SOUTH 14°41'30" EAST ON THE WESTERLY RIGHT-OF-WAY LINE OF VACATED GROVE STREET (50' R/W) A DISTANCE OF 132.59 FEET; THENCE NORTH 75°18'30" EAST 50.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF GROVE STREET (50' PUBLIC RIGHT-OF-WAY); THENCE SOUTH 14°41'30" EAST ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 152.11 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CALLE DE TORRE (20 FOOT PUBLIC RIGHT-OF-WAY); THENCE SOUTH 89°26 '04" EAST ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 277.06 FEET, TO THE WEST LINE OF LANDS OF THE CITY OF VENICE AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2007001860, PUBLIC RECORDS OF SARASOTA COUNTY; FLORIDA; THENCE NORTH 00°21'00" EAST ON SAID WEST LINE OF LANDS OF CITY OF VENICE, A DISTANCE OF 264.64 FEET TO THE POINT OF BEGINNING.

January 16, 2014

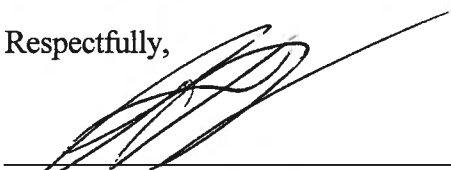
Ms. Kathleen Weeden, P.E.
City Engineer
City of Venice
401 W. Venice Avenue
Venice, FL 34285

RE: Venetian Walk – Phase 1

Dear Ms. Weeden,

This letter is to certify that there are no liens in existence against any of the work involving the installation of the potable water distribution system serving Venetian Walk – Phase 1.

Respectfully,


Richard L. Higgins, Vice President
Norstar Venetian Walk, Inc.,
managing general partner of
Venetian Walk Partners, LLLP

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

Subscribed before me this 16th day of JANUARY, 2014, by Richard L. Higgins, Vice President Norstar Venetian Walk, Inc., managing general partner of Venetian Walk Partners, LLLP on behalf of the company, who is personally known to me or has produced as identification.

Notary stamp:



JODEL DOAK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE071931
Expires 3/8/2015


Notary Public

CERTIFICATION

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared **Richard L. Higgins**, who being duly sworn, upon oath certifies:

That no advance or contributions in aid of construction, refundable or non-refundable, have been made by customers or potential customers of the City of Venice Utility Department, or by the owner or owners, past or present, of any lots or tracts being served by the water distribution system to and within that subdivision and lands known and described as:

Venetian Walk – Phase 1, See Attached Exhibit “A” for Legal Description.

or by others (except as listed herein and here list any contributors if applicable) **Not Applicable.**

for the connection of such facilities; that there are no past or existing agreements or understandings, oral or written, known to Affiant, with the customers or owners of the properties being serviced or to be served by such facilities which might adversely affect the operation of the water distribution and waste water collection systems or which might result in claims that all or some part of the cost of the water distribution and waste water collection systems has been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

Dated at TAMPA, FL, this 16th day of JANUARY, 2014.

Developer: VENETIAN WALK PARTNERS, LLLP

Witness:

Paula McDonald Rhodes
Paula McDonald Rhodes
(Please Print/Type Name)

(Name)

(Signature)

Richard L. Higgins, Vice President, Norstar Venetian Walk, Inc., a Florida corporation, its managing general partner

(Please Print/Type Name and Title)

Witness:

Danya K. Beckman
(Please Print/Type Name)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

Subscribed before me this 16th day of JANUARY, 2014, by Richard L. Higgins, ^{PRESIDENT} of NORSTAR DEVELOPMENT USA, LP, on behalf of the company, who is personally known to me or who produced _____ as identification.



JODEL DOAK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE071931
Expires 3/8/2015

Jodel Doak
Notary Public

Notary Stamp:

Commission No. EE071931

LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST SARASOTA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST; THENCE NORTH 89°53'01" WEST ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 264.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 71°37'42" WEST 201.87 FEET; THENCE SOUTH 28°44'09" WEST 96.95 FEET; THENCE NORTH 60°57'38" WEST, 38.67 FEET; THENCE SOUTH 29°02'22 WEST 31.09 FEET; THENCE NORTH 61°01'13" WEST 50.26 FEET; THENCE NORTH 28°58'47" EAST, 76.94 FEET; THENCE SOUTH 81°55'20" EAST, 81.13 FEET; THENCE NORTH 25°56'29" EAST 23.86 FEET; THENCE NORTH 61°41'00" WEST 225.23 FEET, TO THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 00°05'39" EAST ON SAID WEST LINE, A DISTANCE OF 177.93 FEET; THENCE LEAVING SAID LINE SOUTH 89°53'01" EAST 1.77 FEET; THENCE SOUTH 14°41'30" EAST ON THE WESTERLY RIGHT-OF-WAY LINE OF VACATED GROVE STREET (50' R/W) A DISTANCE OF 132.59 FEET; THENCE NORTH 75°18'30" EAST 50.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF GROVE STREET (50' PUBLIC RIGHT-OF-WAY); THENCE SOUTH 14°41'30" EAST ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 152.11 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CALLE DE TORRE (20 FOOT PUBLIC RIGHT-OF-WAY); THENCE SOUTH 89°26 '04" EAST ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 277.06 FEET, TO THE WEST LINE OF LANDS OF THE CITY OF VENICE AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2007001860, PUBLIC RECORDS OF SARASOTA COUNTY; FLORIDA; THENCE NORTH 00°21'00" EAST ON SAID WEST LINE OF LANDS OF CITY OF VENICE, A DISTANCE OF 264.64 FEET TO THE POINT OF BEGINNING.

January 16, 2014

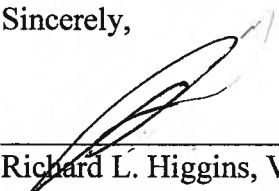
City of Venice
City Engineer's Office
401 West Venice Avenue
Venice, FL 34285

Re: Venetian Walk – Phase 1

To Whom It May Concern:

All labor and materials furnished and installed for the underground potable water distribution system at the above-referenced project are guaranteed to the City of Venice for the period of one year from the date of final acceptance by the City of Venice City Council.

Sincerely,



Richard L. Higgins, Vice President
Norstar Venetian Walk, Inc.,
managing general partner of
Venetian Walk Partners, LLLP

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

Subscribed before me this 16th day of JANUARY, 2014, by Richard L. Higgins, ^{VICE PRESIDENT} of
Norstar Venetian Walk, Inc., managing general partner of Venetian Walk Partners, LLLP on
behalf of the company, who is personally known to me or has produced
_____ as identification.

Notary stamp:



JODEL DOAK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE071931
Expires 3/8/2015



Notary Public

After recording return to:
City Clerk, City of Venice
401 W. Venice Ave., Venice, FL 34285

GRANT OF EASEMENT
VENETIAN WALK – PHASE 1

THIS GRANT OF EASEMENT, made this 16th day of January, 2014, by and between the **VENICE HOUSING AUTHORITY**, whose address is 312 E. Venice Ave., Suite 208, Venice, Florida 34285, party of the first part, and **CITY OF VENICE**, a municipal corporation, whose address is 401 W. Venice Avenue, Venice, Florida 34285, in the County of Sarasota, State of Florida, party of the second part;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to him in hand paid by said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, and sold, and by these presents does hereby grant, bargain, and sell unto the party of the second part, its successors and assigns forever, a non-exclusive easement for the installation, maintenance and servicing of potable water utility line or lines, over, across, under and along the following described parcel of land in Sarasota County, Florida, to wit:

Exhibit "A" attached hereto.

SUBJECT TO easements, restrictions, covenants, conditions, limitations and reservations of record, if any.

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

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Owner: Venice Housing Authority

(Name)

Witness:

Audria Castleberry
Audria Castleberry
(Please Print/Type Name)

By:

James S. Kraut
(Signature)

James S. Kraut

Chairman

(Please Print/Type Name and Title)

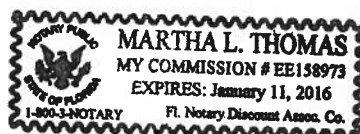
Witness:

Martha L Thomas
(Please Print/Type Name)
Martha L Thomas

STATE OF FLORIDA)
COUNTY OF Sarasota)

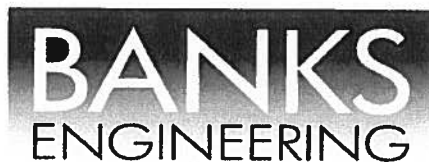
Subscribed before me this 16th day of January, 2014, by James S. Kraut, as Chairman of the Venice Housing Authority Board, on behalf of the Board, who is personally known to me ~~or who produced~~ as identification.

Notary Stamp:



Martha L Thomas
Notary Public

EXHIBIT "A"



Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF AN EASEMENT
LYING IN SECTION 7, T-39-S, R-19-E,
SARASOTA COUNTY, FLORIDA

(UTILITY EASEMENT)

A UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF SARASOTA, LYING IN SECTION 7, TOWNSHIP 39 SOUTH, RANGE 23 EAST, BEING OVER ACROSS AND THROUGH PART OF A VENICE HOUSING AUTHORITY LEASE PARCEL BEING THE REDEVELOPMENT OF GROVE TERRACE - SENIOR HOUSING VENETIAN WALK AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

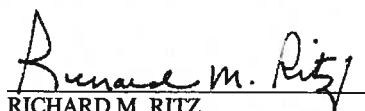
COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF A 15 FOOT UTILITY EASEMENT AND THE EASTERLY RIGHT OF WAY LINE OF GROVE STREET, BOTH AS DESCRIBED IN OFFICIAL RECORDS BOOK 2715, AT PAGE 843, PUBLIC RECORDS SAID SARASOTA COUNTY; THENCE S.89°22'27"E. ALONG SAID SOUTH LINE FOR 40.08 FEET; THENCE N.00°37'33"E. FOR 7.60 FEET TO THE **POINT OF BEGINNING**; THENCE N.87°32'29"W. FOR 37.90 FEET; THENCE N.00°23'45"E. FOR 114.55 FEET; THENCE N.28°25'40"E. FOR 24.39 FEET; THENCE N.56°58'48"W. FOR 56.93 FEET; THENCE N.28°34'56"E. FOR 172.61 FEET; THENCE S.61°25'04"E. FOR 10.00 FEET; THENCE S.28°34'56"W. FOR 20.25 FEET; THENCE S.61°46'08"E. FOR 8.31 FEET; THENCE S.28°13'52"W. FOR 10.00 FEET; THENCE N.61°46'08"W. FOR 8.37 FEET; THENCE S.28°34'56"W. FOR 133.10 FEET; THENCE S.56°58'48"E. FOR 46.88 FEET; THENCE N.28°25'40"E. FOR 64.37 FEET; THENCE S.61°34'20"E. FOR 10.00 FEET; THENCE S.28°25'40"W. FOR 96.30 FEET; THENCE S.00°23'45"W. FOR 102.40 FEET; THENCE S.87°32'29"E. FOR 28.33 FEET; THENCE S.02°54'29"W. FOR 10.00 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS 4,674 SQUARE FEET, MORE OR LESS.

ASSUMED NORTH BASED ON THE SOUTH LINE OF THE PARCEL AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 2715, AT PAGE 843 BEARING S.89°32'00"E.

BANKS ENGINEERING,
FLORIDA LICENSED BUSINESS NO. LB6690

JANUARY 17, 2014


RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA LICENSE NO. 4009

SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2

SERVING THE STATE OF FLORIDA

12653 SW County Rd. 769, Suite B, Lake Suzy, FL 34269 • (941) 625-1165 • Fax (941) 625-1149
www.bankseng.com



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°22'27" E	40.08'
L2	N 00°37'33" E	7.60'
L3	N 87°32'29" W	37.90'
L4	N 00°23'45" E	114.55'
L5	N 28°25'40" E	24.39'
L6	N 56°58'48" W	56.93'
L7	N 28°34'56" E	172.61'
L8	S 61°25'04" E	10.00'
L9	S 28°34'56" W	20.25'
L10	S 61°46'08" E	8.31'
L11	S 28°13'52" W	10.00'
L12	N 61°46'08" W	8.37'
L13	S 28°34'56" W	133.10'
L14	S 56°58'48" E	46.88'
L15	N 28°25'40" E	64.37'
L16	S 61°34'20" E	10.00'
L17	S 28°25'40" W	96.30'
L18	S 00°23'45" W	102.40'
L19	S 87°32'29" E	28.33'
L20	S 02°54'29" W	10.00'

LEASE PARCEL
GROVE TERRACE
SENIOR HOUSING
VENETIAN WALK
VENICE HOUSING AUTHORITY

POINT OF COMMENCEMENT
INTERSECTION
SOUTH LINE 15' UTILITY EASEMENT
EASTERLY RIGHT OF WAY LINE
GROVE STREET (50' R/W)

15' UTILITY EASEMENT
(O.R. BOOK 2715, PG. 843)

POINT OF BEGINNING

SOUTH LINE LEASE PARCEL

SOUTH LINE
15' UTILITY EASEMENT

LEGEND

R.L.S. REGISTERED LAND SURVEYOR
PG. PAGE
L1 LINE 1 OF LINE TABLE
NO. NUMBER
LB LICENSED BUSINESS
EB ENGINEERING BUSINESS
R/W RIGHT OF WAY
O.R. OFFICIAL RECORDS BOOK (SARASOTA COUNTY PUBLIC RECORDS)

THIS IS NOT A BOUNDARY SURVEY

Richard M. Ritz
RICHARD M. RITZ, R.L.S.
FLORIDA CERTIFICATION NO. 4009
DATE SIGNED : 01-17-2014
NOT VALID WITHOUT THE ORIGINAL
RAISED SEAL AND SIGNATURE OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

BANKS
ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida

12853 SW COUNTY ROAD 789 - SUITE B
LAKE SUZY, FLORIDA 34268
PHONE: (941) 825-1165 FAX: (941) 825-1149

ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6880

WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION

EASEMENT IN SECTION 7, T-39-S, R-19-E
SARASOTA COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	FILE NO. (S-T-R)
01-17-2014	3763	UTIL EASE SK		DOB	BJC	1"=50'	2 OF 2	7-39-19

DECLARATION OF MAINTENANCE RESPONSIBILITIES

WHEREAS VENETIAN WALK PARTNERS, LLLP, a Florida limited liability limited partnership hereinafter referred to as the Developer, is developing a project within the city limits of Venice, Florida, known and identified as Venetian Walk – Phase 1, on the following described real property:

Exhibit "A" attached hereto.

WHEREAS, the Developer desires to have its site plan approved and to have the City of Venice undertake certain responsibilities with respect to said development.

WHEREAS, the Developer and the City have agreed that certain of said roads and drainage facilities shall remain privately owned and be maintained by the Developer at no expense to the City of Venice, after completion of construction.

NOW, THEREFORE, the Developer agrees that, upon completion of construction, the Developer shall maintain and repair to applicable City specifications those roads and drainage facilities identified in EXHIBIT B attached hereto.

This Agreement shall run with the land as described above and shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

Made and executed this 16th day of JANUARY, 2014.

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

Signed, sealed and delivered
in the presence of:

Paula M. Donald Rhodes
DRB

VENETIAN WALK PARTNERS, LLLP

Attest: _____
Secretary

By: _____
Richard L. Higgins, as Vice President, Norstar Venetian Walk, Inc, a Florida corporation, its managing general partner

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

Subscribed before me this 16th day of JANUARY, 2014, by _____, as Secretary and Richard L. Higgins, of Norstar Venetian Walk, Inc., on behalf of the company. He/she are personally known to me or who produced _____ as identification.



JODEL DOAK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE071931
Expires 3/8/2015

Jodel Doak
Notary Public

Notary stamp:
Commission No. EE071931

Exhibit "A"

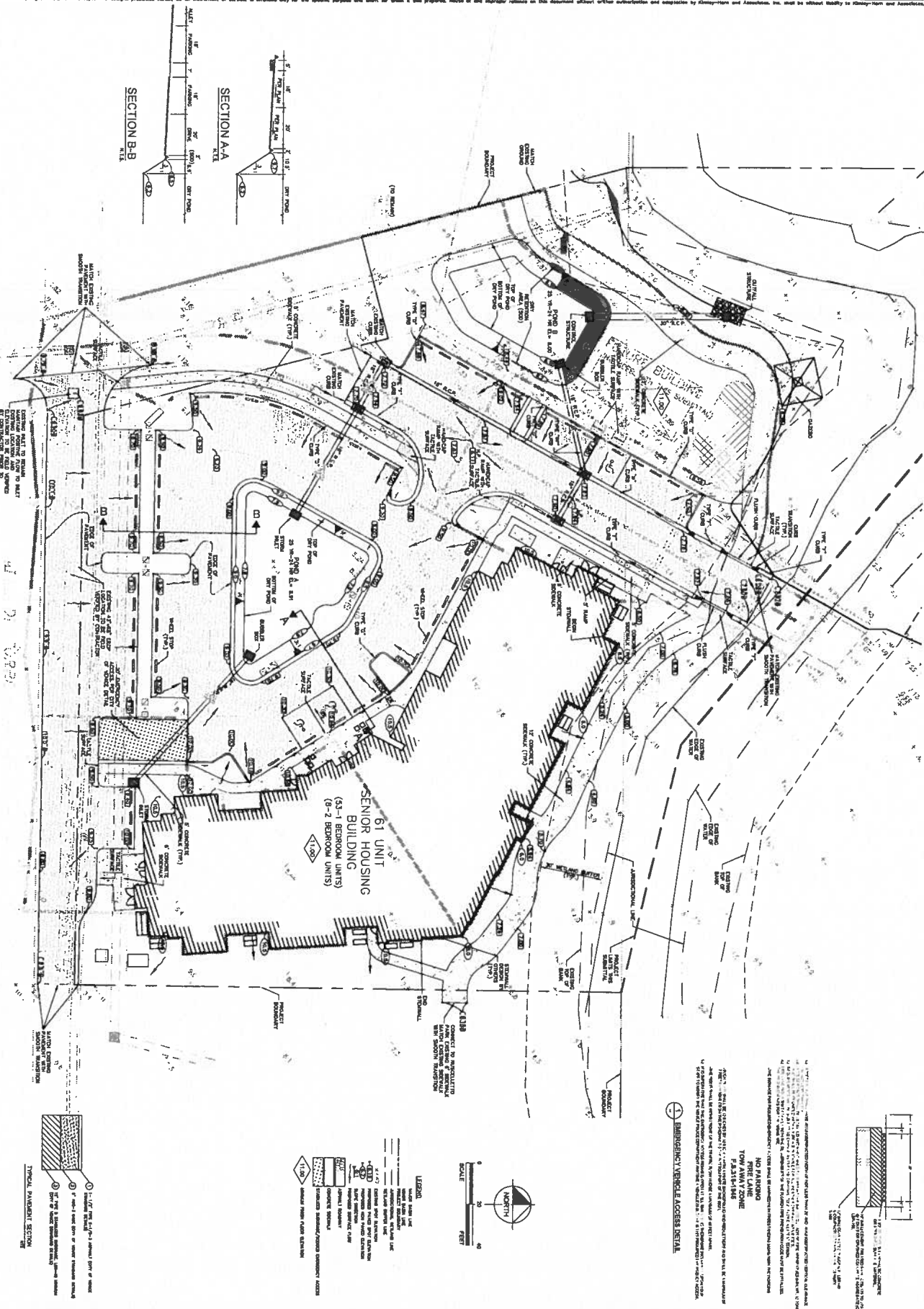
LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST SARASOTA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST; THENCE NORTH 89°53'01" WEST ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 264.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 71°37'42" WEST 201.87 FEET; THENCE SOUTH 28°44'09" WEST 96.95 FEET; THENCE NORTH 60°57'38" WEST, 38.67 FEET; THENCE SOUTH 29°02'22 WEST 31.09 FEET; THENCE NORTH 61°01'13" WEST 50.26 FEET; THENCE NORTH 28°58'47" EAST, 76.94 FEET; THENCE SOUTH 81°55'20" EAST, 81.13 FEET; THENCE NORTH 25°56'29" EAST 23.86 FEET; THENCE NORTH 61°41'00" WEST 225.23 FEET, TO THE WEST LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 00°05'39" EAST ON SAID WEST LINE, A DISTANCE OF 177.93 FEET; THENCE LEAVING SAID LINE SOUTH 89°53'01" EAST 1.77 FEET; THENCE SOUTH 14°41'30" EAST ON THE WESTERLY RIGHT-OF-WAY LINE OF VACATED GROVE STREET (50' R/W) A DISTANCE OF 132.59 FEET; THENCE NORTH 75°18'30" EAST 50.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF GROVE STREET (50' PUBLIC RIGHT-OF-WAY); THENCE SOUTH 14°41'30" EAST ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 152.11 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CALLE DE TORRE (20 FOOT PUBLIC RIGHT-OF-WAY); THENCE SOUTH 89°26 '04" EAST ON SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 277.06 FEET, TO THE WEST LINE OF LANDS OF THE CITY OF VENICE AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2007001860, PUBLIC RECORDS OF SARASOTA COUNTY; FLORIDA; THENCE NORTH 00°21'00" EAST ON SAID WEST LINE OF LANDS OF CITY OF VENICE, A DISTANCE OF 264.64 FEET TO THE POINT OF BEGINNING.

ЕХНІВІТ В

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and effort for which it was prepared. Reuse of and improper reliance on this document without written authorization and notification by the Contractor and Associates, Inc. shall be without liability to the Contractor and Associates, Inc.



SHEET A-4 14	REDEVELOPMENT OF GROVE TERRACE - SENIOR HOUSING PREPARED FOR VENICE HOUSING AUTHORITY CITY OF VENICE FLORIDA		PAVING GRADING AND DRAINAGE PLAN		KHA PROJECT 148127001 DATE SEPTEMBER, 2012 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY RBR CHECKED BY DLP	LICENSED PROFESSIONAL DEAN L. PAQUET, P.E. FLORIDA LICENSE NUMBER 59915 DATE: _____	 Kimley-Horn and Associates, Inc. 2601 KIMLEY-HORN AND ASSOCIATES, INC. 2601 CATHEDRAL ROAD, SUITE 203 SARASOTA, FL 34232 PHONE: 841-378-7800 FAX: 841-378-4352 WWW.KIMLEY-HORN.COM CA 00000986	<table border="1"> <tr> <td>NO.</td> <td>REVISIONS</td> <td>DATE</td> <td>BY</td> </tr> <tr> <td>1.</td> <td>REV. PER C.D.V. COMMENTS</td> <td>11/06/2010</td> <td>AK</td> </tr> <tr> <td>2.</td> <td>REV. PER C.D.V. COMMENTS</td> <td>11/05/2012</td> <td>AK</td> </tr> <tr> <td>3.</td> <td>REV. PLAN AMENDMENT</td> <td>9/23/13</td> <td>RBR</td> </tr> <tr> <td>4.</td> <td>REV. PER C.D.V. COMMENT LETTER DATED 5/4/2010</td> <td>6/29/2010</td> <td>AK</td> </tr> </table>	NO.	REVISIONS	DATE	BY	1.	REV. PER C.D.V. COMMENTS	11/06/2010	AK	2.	REV. PER C.D.V. COMMENTS	11/05/2012	AK	3.	REV. PLAN AMENDMENT	9/23/13	RBR	4.	REV. PER C.D.V. COMMENT LETTER DATED 5/4/2010	6/29/2010	AK
	NO.	REVISIONS	DATE	BY																								
	1.	REV. PER C.D.V. COMMENTS	11/06/2010	AK																								
	2.	REV. PER C.D.V. COMMENTS	11/05/2012	AK																								
	3.	REV. PLAN AMENDMENT	9/23/13	RBR																								
4.	REV. PER C.D.V. COMMENT LETTER DATED 5/4/2010	6/29/2010	AK																									

DEVELOPERS MAINTENANCE BOND

Bond No. 0118094
Executed in Duplicate

KNOW ALL MEN BY THESE PRESENTS, that VENETIAN WALK PARTNERS, LLLP, a Florida limited liability limited partnership, 3629 Madaca Lane, Tampa, FL 33618, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", in the full and just sum of Seven Thousand Five Hundred and Sixteen/100 Dollars (\$7,516.00) Dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer to secure this obligation, has provided the City, a Maintenance Bond in the amount of \$7,516.00 issued by Berkley Insurance Company, 475 Steamboat Rd., which expires on February 28, 2015, the original of which is attached hereto. Greenwich, CT 06830

WHEREAS, the Developer has developed a residential site plan in Venice, Florida, known and identified as VENETIAN WALK - PHASE 1, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said improvements by the City, and further that if the Developer shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, then this obligation shall be void and the letter of credit returned to the Developer, otherwise it shall remain in full force and effect.

In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause to be made, any such repairs and pay all costs, both direct and incidental, from the proceeds of this bond.

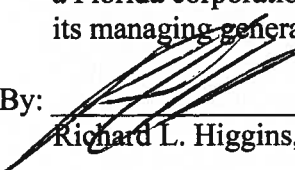
The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

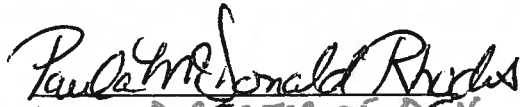
IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 23rd day of January, 2014.

DEVELOPER: VENETIAN WALK PARTNERS, LLLP,
a Florida limited liability limited partnership

ATTEST:

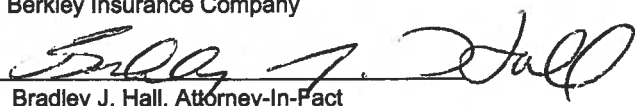
By: Norstar Venetian Walk, Inc.,
a Florida corporation,
its managing general partner

By: 
Richard L. Higgins, as Vice President


Secretary **DIRECTOR OF DEV.**

Approved as to form and correctness:

City Attorney

Berkley Insurance Company
By: 
Bradley J. Hall, Attorney-In-Fact

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH

On the 23rd day of JANUARY in the year 2014, before me, the undersigned, personally appeared Richard L. Higgins, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jodel Doak
Notary Public



JODEL DOAK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE071931
Expires 3/8/2015

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
) SS:
COUNTY OF Erie

On the 23rd day of January in the year 2014, before me, the undersigned, personally appeared Bradley J. Hall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COLLEEN A KENDZIORA
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires March 23, 2014

Colleen A. Kendziora
Notary Public

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Christopher D. Ross, Victoria Rivera, Colleen A. Kendziora, Bradley J. Hall, William J. Lawley, Jr. or Timothy M. Toole of Lawley Service, Inc. of Buffalo, NY** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27 day of November, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

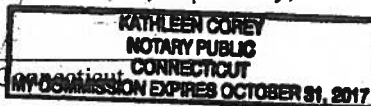
STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27 day of November, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut



CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of January, 2014.

(Seal)

Andrew M. Tuma

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2012 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 4,659,717
Common & Preferred Stocks	3,430,623
Cash & Short Term Investments	406,683
Premiums Receivable	339,099
Other Assets	<u>1,437,453</u>
Total Admitted Assets	\$ <u>10,273,576</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 4,523,183
Unearned Premium Reserves	750,584
Other Liabilities	<u>293,820</u>

Total Liabilities \$ 5,567,586

Capital Stock	\$ 43,000
Additional Paid In Capital	2,636,030
Unassigned Surplus	<u>1,977,221</u>

Total Policyholders' Surplus \$ 4,656,251

Total Liabilities & Surplus \$ 10,223,838

Officers:

President: W. Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard
Sr. Vice President & General Counsel:
Rajiv Nayan Raval

Directors:

William Robert Berkley,
Chairman
W. Robert Berkley, Jr.
Eugene George Ballard
Paul James Hancock
Carol Josephine LaPunzina
Ira Seth Lederman
C. Fred Madsen



Kimley-Horn
and Associates, Inc.

January 14, 2014

Suite 200
2601 Cattlemen Road
Sarasota, Florida
34232

TEL 941 379 7600

City of Venice
City Engineer's Office
401 West Venice Avenue
Venice, FL 34285

Re: Venetian Walk Phase 1
148127004

To Whom It May Concern:

This letter is to certify that the final costs of the installation of the water distribution system serving Venetian Walk Phase 1 that are to be turned over to the City of Venice are:

Water Distribution Cost	<u>\$ 50,103.00</u>
TOTAL	\$ 50,103.00
15% Total for Maintenance Bond	\$ 7,516.00

Attached is EXHIBIT A, a cost breakdown.

Sincerely,
Kimley-Horn and Associates, Inc. CA-00000696

No. 59916

Dean L. Paquet, P.E.
Registration No. 59916

cc: Rick Cavalieri, NorStar

EXHIBIT A - FINAL COST OF CONSTRUCTION
FOR
CITY OF VENICE MAINTENANCE BOND
Venetian Walk - Phase 1

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
ILc WATER DISTRIBUTION				
DOMESTIC WATER				
1	8" PVC DR-18, C900 WATER MAIN	500 LF	18.00	9,000.00
2	8" MJ GATE VALVE & VALVE BOX	4 EA	1,200.00	4,800.00
3	8" X 2" BLOW OFF	2 EA	750.00	1,500.00
4	8" MJ 45* BEND	1 EA	250.00	250.00
5	8" X 6" MJ TEE	1 EA	300.00	300.00
6	8" MJ TEE	1 EA	320.00	320.00
7	8" MJ 90* BEND	3 EA	250.00	750.00
8	8" MJ LONG SLEEVE	1 EA	225.00	225.00
9	FIRE HYDRANT, GATE VALVE & VALVE BOX	1 EA	4,100.00	4,100.00
10	6" X 4" MJ TEE	1 EA	225.00	225.00
11	4" MJ 90* BEND	4 EA	195.00	780.00
12	4" BACKFLOW & METER ASSEMBLY	1 EA	6,430.00	6,430.00
13	8" MEGALUGS	32 EA	85.00	2,720.00
14	6" MEGALUGS	5 EA	70.00	350.00
15	4" MEGALUGS	10 EA	55.00	550.00
16	8" BELL RESTRAINERS	18 EA	115.00	2,070.00
17	1" WATER SERVICE	1 EA	585.00	585.00
18	CHLORINATION & BACTERIA TESTING	1 LS	1,250.00	1,250.00
FIRE SERVICE				
19	6" C-900 DR14 PVC	20 LF	16.00	320.00
20	8" X 6" MJ 90* BEND	1 EA	280.00	280.00
21	6" MJ 90* BEND	3 EA	225.00	675.00
22	6" X 6' FL X PE DIP SPOOL	3 EA	495.00	1,485.00
23	6" FL TEE	1 EA	275.00	275.00
24	6" FL 90* BEND	1 EA	200.00	200.00
25	FIRE DEPARTMENT CONNECTION	1 EA	1,150.00	1,150.00
26	SS PIPE SUPPORTS W/ CONCRETE PAD	1 EA	1,800.00	1,800.00
27	6" DOUBLE DETECTOR BACKFLOW	1 EA	4,752.00	4,752.00
28	6" POST INDICATOR VALVE	1 EA	2,261.00	2,261.00
29	6" MEGALUGS	10 EA	70.00	700.00
WATER DISTRIBUTION TOTAL				\$ 50,103.00
SUMMARY				
II. UNDERGROUND				
ILc WATER DISTRIBUTION				50,103.00
Venetian Walk - Phase 1 TOTAL				\$ 50,103.00
15% OF TOTAL FOR MAINTENANCE BOND				\$ 7,516.00

