

**BILL OF SALE
VENETIAN WALK – PHASE 2**

KNOW ALL MEN BY THESE PRESENTS, that **VENETIAN WALK PARTNERS II, 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, manholes, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution and waste water collection systems 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 and waste water collection systems** 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 and waste water collection systems.

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.

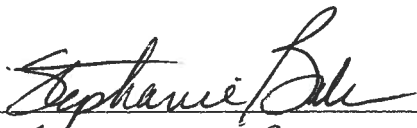
TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

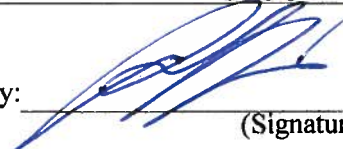
AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges 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 11th day of April, 2014.

VENETIAN WALK PARTNERS II, LLLP,

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

Witness: 
STEPHANIE BAKER
(Please Print/Type Name)

By: 
(Signature)

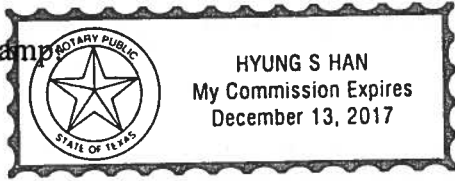
Richard L. Higgins, as Vice President
(Please Print/Type Name and Title)

Witness: 
Brett Reynolds
(Please Print/Type Name)

STATE OF FLORIDA)
COUNTY OF Dallas

Subscribed before me this 11 day of April, 2014, by Richard L. Higgins, Vice President of Nortstar Venetian Walk II, Inc. on behalf of the company as managing general partner of Venetian Walk Partners II, LLLP, who is personally known to me or who produced Florida Driver License as identification.

Notary Stamp



Hyung S Han
Notary Public

Exhibit "A"

VENETIAN WALK II - 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 64.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89°53'01" WEST ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 200.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2007001860, OFFICIAL RECORDS OF SARASOTA COUNTY, FLORIDA; 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 NORTH 00°05'39" WEST ON SAID LINE, A DISTANCE OF 153.86 FEET, TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7; THENCE SOUTH 89°57'20", ON SAID LINE, 602.35 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45-A, AS DESCRIBED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP #1780-2501; SAID POINT LYING ON THE ARC OF A CURVE WHOSE CENTER BEARS SOUTH 86°54'56" WEST, AND HAVING: A RADIUS OF 1829.86, A DELTA ANGLE OF 03°15'03", A CHORD BEARING OF SOUTH 01°27'33" EAST, AND A CHORD DISTANCE OF 103.80 FEET, THENCE ON THE ARC OF SAID CURVE 103.82 FEET; THENCE CONTINUE ON SAID RIGHT OF WAY THE FOLLOWING TWO (2) CALLS: SOUTH 89°21'13" WEST, 3.25 FEET; THENCE SOUTH 00°02'58" EAST, 228.74 FEET, TO THE POINT OF BEGINNING.

LESS THE TAKING OF RIGHT OF WAY FOR STATE ROAD 45-A (U.S. 41 BY-PASS) PER OFFICIAL RECORDS INSTRUMENT #20133071946, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA

PARCEL CONTAINING 175,473.57 SQUARE FEET OR 4.02 ACRES, MORE OR LESS.

April 11, 2014

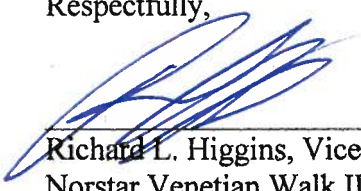
Ms. Kathleen Weeden, P.E.
City Engineer
City of Venice
401 W. Venice Avenue
Venice, FL 34285

RE: Venetian Walk – Phase 2

Dear Ms. Weeden,

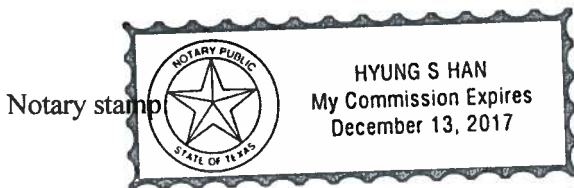
This letter is to certify that there are no liens in existence against any of the work involving the installation of the potable water distribution system and sanitary sewer collection system serving Venetian Walk – Phase 2.

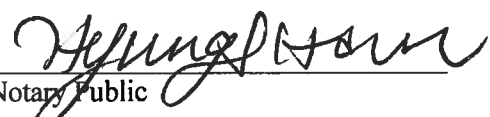
Respectfully,


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

STATE OF Texas
COUNTY OF Dallas)

Subscribed before me this 11 day of April, 2014, by Richard L. Higgins, Vice President of Norstar Venetian Walk II, Inc., on behalf of the company as managing general partner of Venetian Walk Partners II, LLLP, , who is personally known to me or has produced Florida Driver License as identification.




Notary Public

CERTIFICATION

STATE OF Texas)
COUNTY OF Dallas)

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 and waste water collection systems to and within that subdivision and lands known and described as:

Venetian Walk – Phase 2, 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 _____, this 11th day of April, 2014.

**VENETIAN WALK PARTNERS II,
LLLP**

Witness:

Stephanie Baker
STEPHANIE BAKER
(Please Print/Type Name)

By:

[Signature]
(Signature)

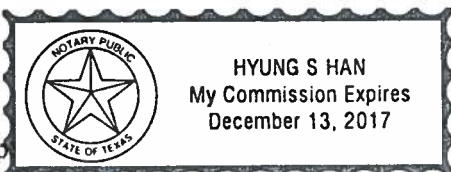
**Richard L. Higgins, Vice President, Norstar
Venetian Walk II, Inc., a Florida
corporation, its managing general partner**
(Please Print/Type Name and Title)

Witness:

Brett Reynolds
Brett Reynolds
(Please Print/Type Name)

STATE OF Texas)
COUNTY OF Dallas)

Subscribed before me this 11 day of April, 2014, by Richard L. Higgins, Vice President of Norstar Venetian Walk II, Inc., a Florida corporation, on behalf of the company as managing general partner of Venetian Walk Partners II, LLLP, who is personally known to me or who produced Florida Driver's License as identification.



[Signature]
Notary Public

Notary Stamp

April 11, 2014

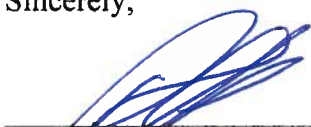
City of Venice
City Engineer's Office
401 West Venice Avenue
Venice, FL 34285

Re: Venetian Walk – Phase 2

To Whom It May Concern:

All labor and materials furnished and installed for the underground utilities (potable water distribution system and sanitary sewer collection 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.

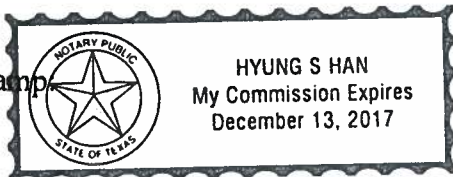
Sincerely,

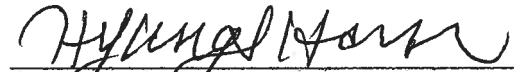

Richard L. Higgins, Vice President
Norstar Venetian Walk II, Inc.,
Managing general partner of
Venetian Walk Partners II, LLLP

STATE OF FLORIDA)
COUNTY OF Dallas)

Subscribed before me this 11 day of April, 2014, by Richard L. Higgins,
Vice President of Norstar Venetian Walk II, Inc, on behalf of the company as managing general
partner of Venetian Walk Partners II, LLLP, who is personally known to me or has produced
Florida Driver License as identification.

Notary stamp




Notary Public

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

GRANT OF EASEMENT
VENETIAN WALK – PHASE 2

THIS GRANT OF EASEMENT, made this 17th day of April, 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 and sanitary sewer 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:

Rathleen A. Leher
(Please Print/Type Name)

By:

Jason Weaver
(Signature)
Jason Weaver Chairman
(Please Print/Type Name and Title)

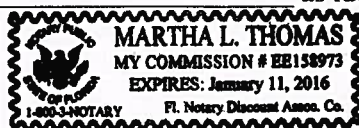
Witness:

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

STATE OF FLORIDA)
COUNTY OF Sarasota)

Subscribed before me this 17th day of April, 2014, by Jason Weaver,
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

DESCRIPTION OF UTILITY EASEMENT NOT A SURVEY SHEET 1 OF 2

SKETCH & DESCRIPTION OF:

A UTILITY EASEMENT LYING OVER, UNDER AND ACROSS A PARCEL OF LAND BEING IN SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, SAID UTILITY EASEMENT 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 N89°53'01"W ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 64.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45-A, AS DESCRIBED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP #1780-2501; THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE, N00°02'58"W, 228.74 FEET, THENCE N89°21'13"E 3.25 FEET, TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING: A RADIUS OF 1829.86 FEET, A DELTA ANGLE OF 00°04'27", A CHORD BEARING OF N00°07'45"E, AND A CHORD DISTANCE OF 2.37 FEET; THENCE ON THE ARC OF SAID CURVE 2.37 FEET, FOR A POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE N89°31'39"W, 38.25 FEET; THENCE S47°59'59"W, 37.02 FEET; THENCE N89°31'39"W, 269.99 FEET; THENCE S29°02'22"W, 134.24 FEET; THENCE N50°44'15"W, 20.32 FEET; THENCE N29°02'22"E, 119.75 FEET; THENCE N89°31'39"W, 104.50 FEET; THENCE N00°28'21"E, 25.00 FEET; THENCE N89°31'39"W, 24.79 FEET; THENCE N00°28'21"E, 20.00 FEET; THENCE S89°31'39"E, 20.00 FEET; THENCE S00°28'21"W, 10.00 FEET; THENCE S89°31'39"E, 414.37 FEET; THENCE N47°59'59"E, 24.85 FEET; THENCE N00°08'02"W, 74.36 FEET, TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7; THENCE ON SAID NORTH LINE S89°57'20"E, 32.22 FEET, TO SAID WESTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 45-A, ALSO BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING: A RADIUS OF 1829.86 FEET, A DELTA ANGLE OF 02°05'46", A CHORD BEARING OF S02°02'12"E, AND A CHORD DISTANCE OF 66.94 FEET; THENCE ON THE ARC OF SAID CURVE 66.94 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE S47°59'59"W 36.29 FEET; THENCE S89°31'39"E 27.23 FEET, TO SAID WESTERLY RIGHT-OF-WAY LINE, ALSO BEING A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING: A RADIUS OF 1829.86 FEET, A DELTA ANGLE OF 00°18'47", A CHORD BEARING OF S00°03'52"E, AND A CHORD DISTANCE OF 10.00 FEET; THENCE ON THE ARC OF SAID CURVE 10.00 FEET, TO SAID POINT OF BEGINNING.

SAID EASEMENT CONTAINS 20, 794.8 SQUARE FEET, MORE OR LESS

SURVEYORS NOTES:

1. BEARINGS ARE BASED ON ASSUMED DATA AS REFERENCED TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING N.89°53'01"W.
2. THIS SKETCH AND DESCRIPTION CONTAINS TWO (2) SHEETS AND IS INTENDED TO BE USED IN ITS ENTIRETY. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS ALL SHEETS ARE PRESENT.

EST. 1987
STRAYER
SURVEYING & MAPPING, INC.

742 Shamrock Boulevard
Venice, Florida 34293
(941) 498-9488
Fax (941) 497-6186

www.strayersurveying.com

RUSSELL S. STRAYER
FLORIDA SURVEYOR & MAPPER REG'N NO. 8890

PREPARED FOR: VENICE HOUSING AUTHORITY

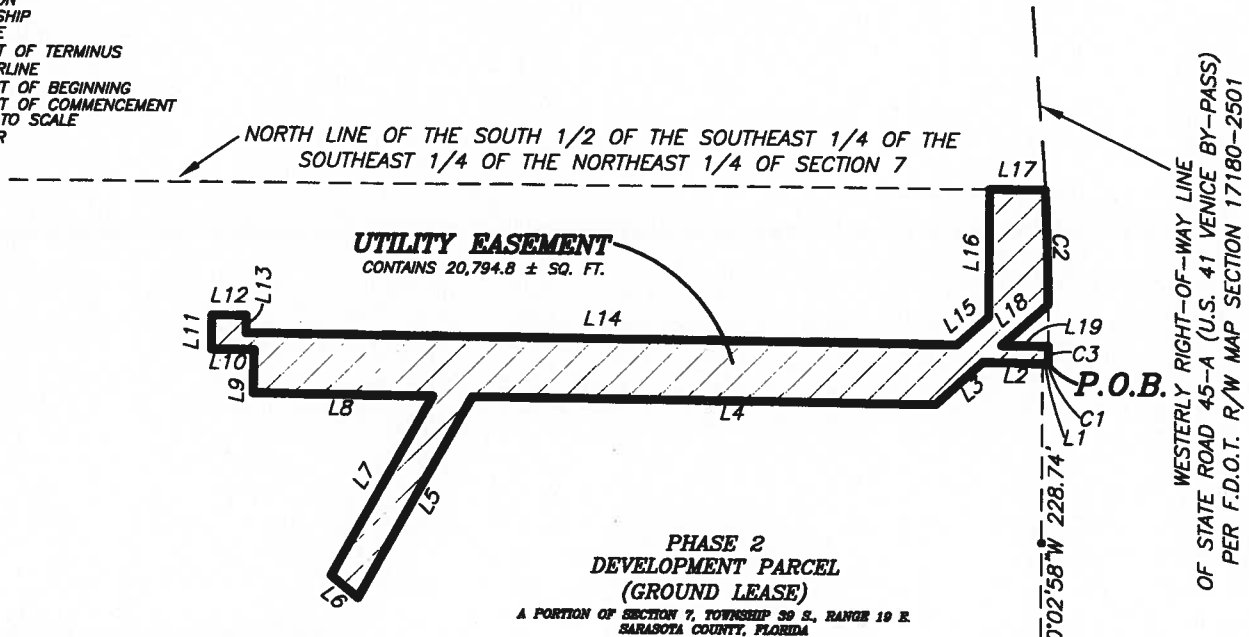
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER" © 2014

	DRAWN	R.S.S.	DATE	4/29/14	SCALE N.T.S.
80,794.8 SQ. FT. +/-	CHECKED	D.J.S.	DATE	4/29/14	FILE NO. 130903-PH2-EAS

SKETCH OF UTILITY EASEMENT NOT A SURVEY SHEET 2 OF 2

ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
R.P.B. = ROAD PLAT BOOK
P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
TWP. = TOWNSHIP
RNG. = RANGE
P.O.T. = POINT OF TERMINUS
C/L = CENTERLINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
N.T.S. = NOT TO SCALE
NO. = NUMBER



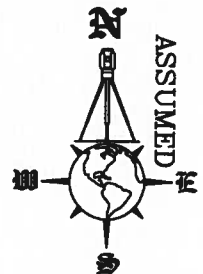
LINE	BEARING	DISTANCE
L1	N89°21'13"E	3.25'
L2	N89°31'39"W	38.25'
L3	S47°59'59"W	37.02'
L4	N89°31'39"W	269.99'
L5	S29°02'22"W	134.24'
L6	N50°44'15"W	20.32'
L7	N29°02'22"E	119.75'
L8	N89°31'39"W	104.50'
L9	N00°28'21"E	25.00'
L10	N89°31'39"W	24.79'
L11	N00°28'21"E	20.00'
L12	S89°31'39"E	20.00'
L13	S00°28'21"W	10.00'
L14	S89°31'39"E	414.37'
L15	N47°59'59"E	24.85'
L16	N00°08'02"W	74.36'
L17	S89°57'20"E	32.22'
L18	S47°59'59"W	36.29'
L19	S89°31'39"E	27.23'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1829.86'	0°04'27"	2.37'	2.37'	N00°07'45"E
C2	1829.86'	2°05'46"	66.94'	66.94'	S02°02'12"E
C3	1829.86'	0°18'47"	10.00'	10.00'	S00°03'52"E

SURVEYORS NOTES:

- BEARINGS ARE BASED ON ASSUMED DATA AS REFERENCED TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING N.89°53'01"W.
- THIS SKETCH AND DESCRIPTION CONTAINS TWO (2) SHEETS AND IS INTENDED TO BE USED IN ITS ENTIRETY. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS ALL SHEETS ARE PRESENT.

NOT TO SCALE



EST. 1987
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Venice, Florida 34293
(941) 496-9488
Fax (941) 497-6186

www.strayersurveying.com

	DRAWN	R.S.S.	DATE	04/29/14	SCALE
	CHECKED	D.J.S.	DATE	04/29/14	N.T.S.
20,794.8 SQ. FT. +/-					FILE NO.
					130903-PH2-EAS

DECLARATION OF MAINTENANCE RESPONSIBILITIES

WHEREAS VENETIAN WALK PARTNERS II, 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 2, 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 11th day of April, 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:

Stephanie Baker
STEPHANIE BAKER
Brett Reynolds
Brett Reynolds

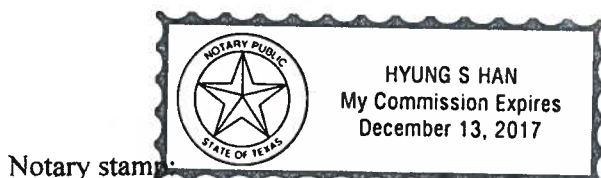
VENETIAN WALK PARTNERS II, LLLP

Attest: _____
Secretary

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

STATE OF Texas
COUNTY OF Dallas

Subscribed before me this 11 day of April, 2014, by Richard L. Higgins, as Vice President of Norstar Venetian Walk II, Inc., on behalf of the company as managing general partner of Venetian Walk Partners II, LLLP. He is personally known to me or who produced Florida Driver's License as identification.



[Signature]
Notary Public

Exhibit "A"

VENETIAN WALK II - 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 64.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 89°53'01" WEST ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 200.00 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT #2007001860, OFFICIAL RECORDS OF SARASOTA COUNTY, FLORIDA; 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 NORTH 00°05'39" WEST ON SAID LINE, A DISTANCE OF 153.86 FEET, TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7; THENCE SOUTH 89°57'20", ON SAID LINE, 602.35 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45-A, AS DESCRIBED IN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP #1780-2501; SAID POINT LYING ON THE ARC OF A CURVE WHOSE CENTER BEARS SOUTH 86°54'56" WEST, AND HAVING: A RADIUS OF 1829.86, A DELTA ANGLE OF 03°15'03", A CHORD BEARING OF SOUTH 01°27'33" EAST, AND A CHORD DISTANCE OF 103.80 FEET, THENCE ON THE ARC OF SAID CURVE 103.82 FEET; THENCE CONTINUE ON SAID RIGHT OF WAY THE FOLLOWING TWO (2) CALLS: SOUTH 89°21'13" WEST, 3.25 FEET; THENCE SOUTH 00°02'58" EAST, 228.74 FEET, TO THE POINT OF BEGINNING.

LESS THE TAKING OF RIGHT OF WAY FOR STATE ROAD 45-A (U.S. 41 BY-PASS) PER OFFICIAL RECORDS INSTRUMENT #20133071946, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA

PARCEL CONTAINING 175,473.57 SQUARE FEET OR 4.02 ACRES, MORE OR LESS.

DEVELOPERS MAINTENANCE BOND

Bond No. 0118097
Executed in Duplicate

KNOW ALL MEN BY THESE PRESENTS, that VENETIAN WALK PARTNERS II, 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 Fourteen Thousand Six Hundred Seven Dollars & 00/100 - (\$14,607.00) 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 \$14,607.00 issued by Berkley Insurance Company, 475 Steamboat Rd., Greenwich, CT 06830, which expires on February 28, 2015, the original of which is attached hereto.

WHEREAS, the Developer has developed a residential site plan in Venice, Florida, known and identified as **VENETIAN WALK - PHASE 2**, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto. (Potable Water Distribution System & Sanitary Sewer Collection System)

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 14th day of April, 2014.

VENETIAN WALK PARTNERS II, LLLP,
a Florida limited liability limited partnership

ATTEST:

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

By: Richard L. Higgins, as Vice President

Approved as to form and correctness:

City Attorney

Berkley Insurance Company

By: Colleen A. Kendziora
Colleen A. Kendziora, Attorney-In-Fact

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF FLORIDA)
) SS.:
COUNTY OF HILLSBOROUGH

On the 17th day of April 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
STATE OF FLORIDA
Comm# EE071931
Expires 3/8/2015

Jodel Doak
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
) SS.:
COUNTY OF Erie

On the 14th day of April in the year 2014, before me, the undersigned, personally appeared Colleen A. Kendziora, 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.

Alissa J Wolf
Notary Public

ALISSA J WOLF
Notary Public, State of New York
No. 01WO8284714
Qualified in Erie County
Commission Expires June 24, 2017

**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.

Notary Public, State of



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 14th day of April, 2014.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

BERKLEY REGIONAL INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2013

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	300,817
Common & Preferred Stocks		303,173
Cash & Short Term Investments		14,609
Premiums Receivable		17,460
Other Assets		<u>45,156</u>

<u>Total Admitted Assets</u>	\$	<u>681,215</u>
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Liabilities & Surplus

Loss & LAE Reserves	\$	0
Unearned Premium Reserves		0
Other Liabilities		<u>38,035</u>

<u>Total Liabilities</u>	\$	<u>38,035</u>
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Capital Stock	\$	4,000
Additional Paid In Capital		348,065
Unassigned Surplus		<u>291,116</u>

<u>Total Policyholders' Surplus</u>	\$	<u>643,180</u>
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<u>Total Liabilities & Surplus</u>	\$	<u>681,215</u>
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Officers:

President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard
Sr. Vice President: William Mims Rohde, Jr.
Vice President: Clement Patrick Patafio

Directors:

Eugene George Ballard
William Robert Berkley
William Robert Berkley, Jr.
Paul James Hancock
Robert Carruthers Hewitt
Ira Seth Lederman
Clement Patrick Patafio
William Mims Rohde, Jr.
James Gerald Shiel

April 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 2
148127004

To Whom It May Concern:

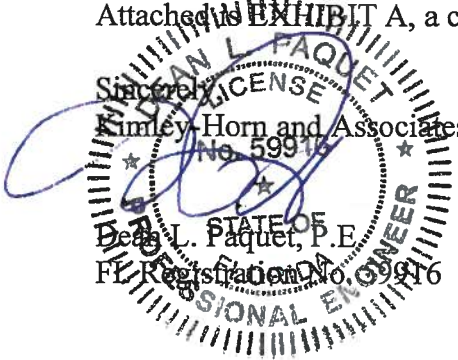
This letter is to certify that the final costs of the installation of the waste water collection and water distribution systems serving Venetian Walk Phase 2 that are to be turned over to the City of Venice are:

Waste Water Collection Cost	\$ 35,545.00
Water Distribution Cost	\$ <u>61,830.00</u>
TOTAL	\$ 97,375.00
 15% Total for Maintenance Bond	 \$ 14,607.00

Attached is EXHIBIT A, a cost breakdown.

Sincerely,
Kimley-Horn and Associates, Inc. CA-00000696
No. 59916

Dean L. Paquet, P.E.
FL Registration No. 09916



cc: Rick Cavalieri, NorStar

EXHIBIT A - FINAL COST OF CONSTRUCTION					
FOR					
CITY OF VENICE MAINTENANCE BOND					
Venetian Walk - Phase 2					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
II.b SANITARY SEWER					
1	8" SDR26 PVC 6'-8'	114	LF	22.00	2,508.00
2	8" SDR26 PVC 0'-6'	380	LF	20.00	7,600.00
3	CORE DRILL & TIE INTO EXISTING MANHOLE	1	EA	1,750.00	1,750.00
4	4' DIA. MANHOLE 0'-6'	1	EA	2,450.00	2,450.00
5	4' DIA. MANHOLE 6'-8'	1	EA	3,272.00	3,272.00
6	4' DIA. MANHOLE W/ CAST IRON TOP	1	EA	5,875.00	5,875.00
7	8"X6" SDR26 WYE	16	EA	115.00	1,840.00
8	6" SDR26 WYE W/ CLEANOUTS	16	EA	250.00	4,000.00
9	6" SDR26 PVC PIPE	500	LF	10.00	5,000.00
10	SEWER TESTING	1	LS	1,250.00	1,250.00
SANITARY SEWER TOTAL					\$ 35,545.00
II.c WATER DISTRIBUTION					
DOMESTIC WATER					
1	6"X6" SS TAPPING SLEEVE W/ VALVE & BOX	1	EA	2,875.00	2,875.00
2	8"X6" MJ REDUCER	2	EA	235.00	470.00
3	8"X6" MJ TEE	2	EA	300.00	600.00
4	8" MJ TEE	1	EA	310.00	310.00
5	6" MJ TEE	1	EA	245.00	245.00
6	8" MJ 45 DEG. BEND	3	EA	250.00	750.00
7	8" MJ GATE VALVE & BOX	3	EA	1,200.00	3,600.00
8	AIR RELEASE VALVE	1	EA	1,250.00	1,250.00
9	8"X4" MJ TEE	3	EA	250.00	750.00
10	4" MJ 90 DEG. BEND	3	EA	200.00	600.00
11	6"X2" TAP PLUG	1	EA	165.00	165.00
12	10" HDPE DR11 DIR. BORE W/ 10"X8" RED.	200	LF	90.00	18,000.00
13	8" C-900 DR18 PVC	480	LF	18.00	8,640.00
14	8"X2" SADDLE W/ 2" CURB STOP	9	EA	325.00	2,925.00
15	2" SCH 40 PVC	520	LF	6.00	3,120.00
16	6" C-900 DR18 PVC	30	LF	14.00	420.00
17	6" MJ BLIND FLANGE	1	EA	175.00	175.00
18	6" MEGALUGS	4	EA	70.00	280.00
19	4" MEGALUGS	27	EA	85.00	2,295.00
16	8" BELL RESTRAINERS	4	EA	115.00	460.00
17	FIRE HYDRANT, GATE VALVE & BOX	2	EA	4,100.00	8,200.00
18	4" MEGALUGS	12	EA	55.00	660.00
19	(4) 45 DEG BENDS W/ MEGALUGS TO CROSS STM	1	LS	2,040.00	2,040.00
20	CHLORINATION & BACTERIA TESTING	1	LS	1,400.00	1,400.00

EXHIBIT A - FINAL COST OF CONSTRUCTION				
FOR				
CITY OF VENICE MAINTENANCE BOND				
Venetian Walk - Phase 2				
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
FIRE SERVICE				
1	4" TEE WITH VALVE & BOX	3 EA	533.33	1,600.00
WATER DISTRIBUTION TOTAL				\$ 61,830.00
SUMMARY				
II. UNDERGROUND				
II.b SANITARY SEWER				35,545.00
II.c WATER DISTRIBUTION				61,830.00
Venetian Walk - Phase 2 TOTAL				\$ 97,375.00
15% OF TOTAL FOR MAINTENANCE BOND				\$ 14,607.00

