

OFF
REC

977 PG 1373

AGREEMENT

THIS AGREEMENT, made and entered into this 21ST day of August, 1972, by and between GENE L. GREEN, Attorney in fact, under "Power of Attorney", dated May 19th, 1972 of the AMALGAMATED TRANSIT UNION, Trustees, "Owners" of the below described real estate and the VALENCIA DEVELOPMENT CORPORATION, a Florida Corporation, purchaser of the same, hereinafter collectively designated as "Owners", and CITY OF VENICE, a municipal corporation in the County of Sarasota, State of Florida, hereinafter called the "City";

WITNESSETH:

WHEREAS, the Owners, being owners of the hereinbelow described property, have petitioned the City, pursuant to applicable provisions of its Charter, to annex and include within its corporate limits the following described property in Sarasota County, Florida, lying contiguous thereto, to wit:(see Exhibit "A-1" attached):

PARCEL NO. 1:

Beginning at an iron pipe at the SE corner of SW $\frac{1}{4}$; thence N. 1985.8 ft. to the waters of Curry Creek; thence S 66 deg. 31 min. West along the waters of Curry Creek, 550.2 ft. to the Easterly line of the existing S.A.L.R.R. R/W; thence S 14 deg. 08 min. East along the said Easterly line of the S.A.L.R.R. R/W, 1823.5 ft. to the S line of Sec. 6-39-19; thence N 88 deg. 13 min. E along the S line of Sec. 6-39-19 East, 60.0 ft. to the P.O.B.; together with riparian rights and water privileges thereunto belonging or in anywise appertaining; being in the U.S. Gov't. Lot 3, Section 6, Township 39 South, Range 19 East, LESS that portion thereof condemned and taken for Venice-By-Pass, State Road 45A Right-of-Way purposes.

PARCEL NO. 2:

The W $\frac{1}{2}$ of SE $\frac{1}{4}$ and the W $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 6, Township 39 South, Range 19 East; together with any and all riparian rights thereunto belonging; LESS Right-of-way for U.S. 41 By-Pass (SR45A).

ALSO: The North 66 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6, Township 39 South, Range 19 East.

EXCEPTING THEREFROM, that portion of the parcel lying Easterly, of the West line of the Westerly ditch of the Venice By-Way, a non-dedicated road, used by right of prescription.

This Instrument prepared by:
Paul A. Youngberg, Sr., for:
City of Venice
401 West Venice Avenue
Venice, Florida 33595

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PARCEL NO. 3:

Commencing at the NE corner of the SE¼ of the NE¼ of Sec. 6, 39-19E, as a P.O.B.; run thence Southerly, 1325.64 ft. along the Easterly boundary of the SE¼ of the NE¼ of said Sec. 6, to the SE corner of the NE¼ of said Sec. 6; thence Westerly, 2640ft. m/1, along the Southerly boundary of the said NE¼ of Sec. 6 to the SW corner of the said NE¼ of Sec. 6; thence Northerly, 700 ft. M/L along the Westerly boundary of the said NE¼ of Sec. 6, to a point on the N boundary of Roberts Bay Drive as shown on Plat of Mobile City Estates, Unit No. 8 and recorded in Plat Book 9, Page 92, Public Records of Sarasota County, Florida; thence Easterly along said Northerly boundary of Roberts Bay Drive, 98. ft. m/1, to the SE corner of Lot 7, Block 8, of said Mobile City Estates, Unit No. 8; thence North-easterly along said Northerly boundary of Roberts Bay Drive, 154.5 ft. to the SE corner of Lot 9, said Block 8, Mobile City Estates Unit 8; thence Northeasterly along the Northeasterly extension of the Northerly boundary of Roberts Bay Drive extended, 540. ft. the same being the Southerly boundaries of those lands described in O.R. Book 278, Page 183, O.R. Book 303, Page 232, O.R. Book 467, Page 265, O.R. Book 548, Page 763, O.R. Book 571, Page 694, O. R. Book 571, Page 692, ALL being recorded in Public Records of Sarasota County, Florida; thence by a curve to the right, radius 115. ft. N 31 deg. 44 min. 24 sec. West, 121.52 ft. along the Easterly boundary of said lands described in O. R. Book 467, Page 265, Public Records of Sarasota County, Florida, to the NE corner of said lands; thence N 0 deg. 09 min. 10 sec. west 221. ft. M/1, along the Easterly boundary of lands described in O. R. Book 285, Page 306, Public Records of Sarasota County, Florida, the same being the Westerly boundary of the proposed Roberts Bay Drive extended, to the North boundary of the S½ of the NE¼ of Sec. 6-39S-19E; thence Easterly, 1865.89 ft. along the said North boundary of the S½ of the NE¼ of Sec. 6 to the Point of Beginning; But EXCEPTING THEREFROM the following described lands: In O. R. Book 256, Page 723, to Orville Brown and Cecilia M. Brown; in O. R. Book 376, Page 496, to Harley N. Beaugrand and Eleanor C. Beaugrand, in O. R. Book 216, Page 588, to Ve-No-La Developing Company; O. R. Book 572, Page 566, to S. W. Jarret, ALL being recorded in the Public Records of Sarasota County, Florida, AND ALSO EXCEPTING that part of Mobile City Estates, Unit No. 8, as recorded in Plat Book 9, Page 92, Public Records of Sarasota County, Florida, lying therein; this included 15 x 50' boat slip already deeded out to Plant 1968; AND ALSO EXCEPTING the tract described as: BEGIN at the SE corner of the NE¼ of the NE¼ of Sec. 6, and run West along the South line of the N½ of the NE¼, 1805.40 ft. to its intersection with the Easterly R/W of Roberts Bay Drive extended; thence S 0 deg. 19 min. East, 22.36 ft. to the South R/W line of Venice By-Way for a P.O.B.; thence S 89 deg. 51 min. 45 sec. East on the South R/W line of Venice-By-Way, 150. ft; thence South 0 deg. 19 min. East, 186.67 ft.; thence North 85 deg. 20 min. West, passing over a Canal to the Easterly R/W of said Roberts Bay Drive extended; thence North 0 deg. 19 min. West, 175.2 ft. to the Point of Beginning.

EXCEPTING THEREFROM those two fingers of land, containing approximately 5 acres altogether, lying Easterly of the East line of Mobile City Estates, Unit #8 Subdivision, lying Southerly and Easterly of the Northerly boundary of Roberts Bay Drive, as extended to the intersection with the South R.O.W. line of Colonia Lane, a 50 foot, street, and lying Westerly of the property conveyed in O. R. Book 572, Page 566, to S. W. Jarret, and also lying Westerly of the tract herein above last excepted, abutting and lying immediately North of the S.W. Jarret parcel, aforementioned.

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ALSO EXCEPTING THEREFROM, that portion of the East 1325.64 feet of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section, lying Easterly of the West line of the Westerly ditch, of the Venice By-Way, a non-dedicated road, used by right of prescription. ALL lying within Section 6, Township 39 South, Range 19 East.

PARCEL NO. 4:

That part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6, Township 39 S Range 19 East, more particularly described as follows:

BEGIN: at the SE corner of said Section 6, and run N 89 degrees 51'35" W 320 feet for a point of beginning: Thence continue N 89 degrees 51'35" W on the South line of said Section 6, 998.32 feet to the SW cor. of SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ thence N 0 degrees 08 min. 20 sec. W 1320.58 feet to the NW cor. SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, thence S 89 degrees 55'25" E. 660.76 feet thence S 0 degrees 04' 10" E 660.66 feet, thence S 89 degrees 53 min. 30 sec. E 659.96 feet to the East line of said Section 6, thence South on said sec. line 261.04 feet; thence N 89 degrees 51'35" W 230 feet, thence South 100 feet, thence N 89 degrees 51' 35" W 95 feet, thence South 200 feet, thence S 89 degrees 51' 35" E. 5.0 feet, thence South 100 feet to the point of beginning, LESS parcel to Carol Ann Wolfgang in O. R. 775, Pg. 536 described as follows:

BEGIN: at the SE corner of Section 6, Township 39 South, Range 19 East, thence West along the South line of Section 6, to a point, which is 230 feet West from the East Section line; thence North, parallel with the East Section line, 400 feet; thence East, parallel with the South Section line, 68.2 feet for a Point of Beginning; thence continue along said line, 161.8 feet to the intersection with the East line of Section 6; thence North along the East line of Section 6, 90 feet; thence West, Parallel with the South line of Section 6, 163 feet; thence South, parallel with the East line of Section 6, 90 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM, that portion of the North 171.04 feet of the SE $\frac{1}{4}$, of the SE $\frac{1}{4}$ of said Section, lying Easterly of the West line of the Westerly ditch, of the Venice By-Way, a non-dedicated road, used by right of prescription.

PARCEL NO. 5:

Begin at the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 7, Township 39 South, Range 19 East; thence South 0 $^{\circ}$ 25' 17" West, 464.35 feet to the Northerly right-of-way of State Road No. 45 By-Pass (200' R/W); thence North 66 $^{\circ}$ 04' 00" West, along said North R/W 1160.68'; thence South 89 $^{\circ}$ 38' 58" East, 1064.03' to the P. O. B. all lying and being in Section 7, Township 39 South, Range 19 East, Sarasota County, Florida.

LESS THE FOLLOWING:

THAT PART OF N $\frac{1}{2}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 7-T39S-R19E described as follows: COMMENCE at the NW corner NE $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 7, thence South 0 deg. 25 min 17 sec. West. 464.35 feet; thence Northwesterly along the North R/W line of S. R. 45A, VENICE BY PASS, North 66 deg. 04 min. 00 sec. West, 825.48 feet; thence North 23 deg. 56 min. 00 sec. East, 146.33 feet; thence South, 89 deg. 38 min. 58 sec. East, 698.28 feet to the Point of Beginning.

PARCEL NO. 6:

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 6, Township 39 South, Range 19 East.

EXCEPTING THEREFROM, that portion of the parcel lying Easterly, of the West line of the Westerly ditch of the Venice By-Way, a non-dedicated road, used by right of prescription.

WHEREAS, in consideration of the covenants herein contained, the City is disposed to accept and approve said Petition to the end that said lands may be incorporated within its limits.

NOW, THEREFORE, for and in consideration of the premises and annexation of the above described lands by the City of Venice, the Owners do hereby covenant to and with the City as follows:

1. LAND USE:

That the Owners will develop the lands as a planned residential community substantially in accordance with the land use plan thereof as contained in drawings prepared by Lane L. Marshall and Associates, Land Planners and Land Use Consultants, dated June 26, 1972, marked Exhibit "A-2" attached hereto and made a part hereof.

It is the intention of the "Owners" and the "City", by this agreement, and the applicable city ordinances, to provide for, require, and permit the development of the property, herein to be annexed, within the broad framework of, and so as to accomplish the purposed of, the Planned Unit Development (P.U.D.) regulations of the County of Sarasota, as adopted May 9, 1972.

It is understood that a portion of the property herein, a part of Parcel 2, Exhibit "A-1", is now subdivided under the regulations of Sarasota County, as Bird Bay, Unit No. 1, and the plat therefor has been recorded in Plat Book 10, Page 53, of the Public Records of Sarasota County. None of the lots, designated therein, are owned by parties other than the "Owners" herein. The "Owners", with the cooperation of the "City", will undertake to vacate, annul and expunge this plat from the records, through action of the appropriate Sarasota County authorities.

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It is further agreed that no building or occupancy permit shall be issued by the City in respect to any portion of said lands unless the same shall be embraced within the intent of said plan, or such modification or substitution thereof as may be hereafter approved by the City Council.

2. ZONING:

That the lands hereinabove described are now zoned by the County of Sarasota as R-1, R-3 and Agricultural and that it is anticipated said lands will be zoned by the City so as to permit their use as a planned residential community as follows:

Parcels A, B, C, D and E (as indicated on said Exhibit "A-2") to be zoned so as to be included in Residence District Number 3.

Parcels F and G (as indicated on said Exhibit "A-2") to be zoned so as to be included in Business District Number 1.

3. SUBDIVIDING - PLATTING - CONVEYING:

That from and after the inclusion of said lands within the City no portion thereof shall be conveyed by metes and bounds or otherwise, except by reference to a subdivision plat, which shall include the same and which shall have been approved by the City Council under applicable ordinances in that regard, and recorded in the office of the Clerk of the Circuit Court of Sarasota County.

It is agreed by the parties hereto that development of the Parcels may be done in phases, or sub-phases, at the Owners' discretion, provided, nevertheless, no permit will be issued for any development of any such phase or sub-phase unless and until the following conditions have been met:

- a) A Subdivision Plat of the lands to be included in such phase of sub-phase has been submitted to and approved by the City Council, as aforementioned, and has been duly recorded in the office of the Clerk of the Circuit Court of Sarasota County.
- b) A bond, with responsible Surety, in form satisfactory to the City and in an amount equal to 110% of the estimated cost of the construction of streets, roads, drainage facilities and water

distribution and sewer collection facilities for such lands, to be so subdivided, to guarantee to the City that such improvements will be completed.

- c) The Owners pay to the City for water plant and sewer plant capacities, at the time and in the amounts, as hereinafter provided for each dwelling unit, or other unit within the lands so subdivided.

It is further agreed by the parties hereto that, upon submission of the first plat for approval of the City Council, the Owners will also submit a master plan, for the entire project indicating thereon the number and type of units to be constructed. Owners will thereafter adhere substantially to such master plan, or such substitutions thereof as may, thereafter, be approved by the City Council.

It is further agreed that the location of the golf course, as shown on said Exhibit "A-2", is approximate and that minor changes may be made during construction. The exact location and inclusion in subdivision platting of the golf course will be accomplished in order of platting of lands abutting thereon.

4. EXTENSION OF WATER AND SEWER:

That the Owners will pay to the City at the time of Petitioning for Annexation, for water main and sewer force main extension to said Parcels the sum of Fourteen Thousand Eight Hundred (\$14,800.00) Dollars, which represents the cost of materials for such extensions (installation to be at City expense).

The City agrees that upon receipt of said sum, it will commence installation of City water lines to points at the Southwest corner of Parcel A on the By-Pass and at the intersection of the By-Way and Bird Bay Boulevard in Parcel B, and also commence installation of sewer force mains to the South East corner of Parcel B on the By-Pass. The sewer force main shall be of sufficient size and design to handle effluent from the sewage lift stations as set forth in Paragraph 5 of this Agreement. The water lines are to be of a size adequate to provide full service to the project as a whole.

5.

6.

5. COST OF PUBLIC IMPROVEMENTS:

That the Owners agree to install at their expense, within the hereinabove described lands, all sewer gravity and force mains and sewage lift stations; all water distribution and fire protection mains and hydrants; and all roads, streets, bridges and drainage facilities. The above to be properly engineered and installed to City specifications and in conformance to all laws, rules and regulations of all governmental agencies having jurisdiction over same.

6. TITLE TO PUBLIC IMPROVEMENTS:

That the Owners agree to convey title to all the above described improvements to the City upon completion and acceptance together with all such easements as are necessary and proper that may not have been dedicated to the public on the aforementioned subdivision plat or plats, in return for which the City will thereafter operate and maintain same.

7. WATER AND SEWER PLANT CAPACITY COST:

That the Owners will pay to the City for water and sewer treatment plant capacity expansions that will be necessary because of the inclusion of the hereinabove described lands within the City limits, the sum of Four Hundred Fifty(\$450.00) dollars for each and every unit constructed on said lands in accordance with the following:

- a) Five thousand (\$5,000.00) dollars at the time of submission of Petition for Annexation.
- b) At the time application is made to the "City" for a water tap connection on any building constructed on lands within an approved subdivision plat of any parcel as shown on Exhibit "A-2", a sum equal to Four hundred fifty (\$450.00) dollars, per unit, for each unit to be constructed on the lands embraced within such subdivision plat.
- c) No capacity unit payment shall be made until the credit of Five Thousand (\$5,000.00) Dollars paid, for that purpose, per sub-paragraph a) above, shall have been entirely used up, by credit.

8. WATER TAP FEES AND METER DEPOSITS:

It is understood and agreed that water and sewer tap fees, meter deposits and fire protection taps, as now constituted, are not included in any of the above costs and must be paid for separately by owners prior to such taps being made.

9. PROVIDING CERTAIN ROAD RIGHTS-OF-WAY:

That the "Owners" will provide road rights-of-way, sixty (60) feet wide for general roads and eighty (80) feet wide for boulevards, as minimums, dedicated to public use, as shown on Exhibit "A-2" (subject to alignment changes as may occur as a result of changes shown on the subdivision plat as finally approved by the Council), and construct paved roads thereon to "City" specifications of a minimum width of twenty-four (24) feet for general roads and twenty (20) feet for boulevards, one way.

10. WATER RIGHTS:

That the Owners agree to permit the City to drill water wells in or adjacent to Parcels A, B and C, Exhibit "A-2", within all dedicated roads or street rights-of-way, as described on Exhibit "A-2", when such are dedicated on the various subdivision plats to be hereafter approved. Such wells to be used as a part of the City's water source. It is agreed that the wells will be located, drilled and maintained so as to be esthetically complementary to the development and so as to provide a minimum of interference with the use of the land and the orderly development of these Parcels, the adjoining Parcels or of the entire project.

The City agrees that the Owners shall have the right to construct irrigation wells and install distributive systems therefor, limited to non-potable water uses, provided they are drilled under County Permit and in conformance to all County and State regulations.

11. OTHER RESERVATIONS AND RESTRICTIONS:

In addition to the now existing or hereafter enacted City Codes and Regulations, including, but not limited to, those concerning zoning, building,

plumbing, electrical, subdivision, and public improvements, the Owners hereby agree to the following additional restrictions as to construction on said Parcels:

- a) It is agreed that Parcel A, Exhibit A-2, comprising 30 acres and designated for use as a cemetery, not be counted as a part of the planned residential community in the calculation of acreage density. On this basis the project comprises approximately 150 acres.

~~Over all density for living units, related to the remainder of the project, will be limited to 10 units per project acre, and the open space ratio will be 56%.~~

- c) It is agreed that upon failure of the Owners, within a reasonable time, to obtain the requisite license for the cemetery, that Parcel A, Exhibit (A-2) be, then, deemed wholly a part of the planned residential community herein; that the master plan be amended by petition and that the Council, then, modify the uses permitted and the density to be allowed thereon, in a manner reasonably related to the overall project density and use.

12. INGRESS AND EGRESS:

Ingress and egress shall be allowed at all times to the proper City officials over the common roads, lanes and alleys within the land for the purpose of policing said area, the collection of garbage and performance of other municipal functions in connection therewith.

13. ADDITIONAL COVENANTS:

- a) It is agreed that this planned residential community be developed by the Owners, under their unified control in accordance with a comprehensive Master Plan, and with responsibility in the Owners for the maintenance and operation of the common use areas, improvements, activities and services, except those assumed by the City, or other agency.

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- b) It is further agreed that if the City shall accept and include the Owners' lands for inclusion within its corporate limits pursuant to this Petition for Annexation, the Owner shall and will indemnify and save the City harmless of and 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 Owners further covenant and agree 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 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 Owners further covenant and agree, jointly and severally, to waive any claim for refund of advalorem 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 Owners' Petition for Annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.
- c) Each of the several covenants herein contained shall run with the land above described and shall enure to the benefit of and be binding upon the respective successors and assigns of the parties first above named.

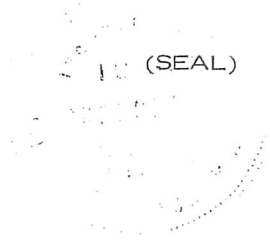
IN WITNESS WHEREOF, the City has caused this instrument to be executed by its proper officials thereunto duly authorized and its corporate seal hereunto affixed, and the Owners have hereunto set their hands and seals the day and year first above mentioned.

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CITY OF VENICE, FLORIDA

BY: Thomas H. Humphris
MAYOR



Attest: [Signature]
City Clerk

OWNERS:

WITNESSES:
Caroline M. Hoos
Diane G. McGuane

Gene L. Green L.S.
AMALGAMATED TRANSIT UNION,
TRUSTEES, By Gene L. Green,
Attorney-in-fact, under Power of
Attorney dated May 19, 1972.

PURCHASER:

WITNESSES:
Caroline M. Hoos
Diane G. McGuane

VALENCIA DEVELOPMENT CORP.
BY: John S. [Signature] L.S.
President

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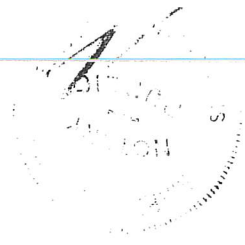
STATE OF FLORIDA)
: SS
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared THOMAS HUMPHRIS and STEPHEN ALBEE, JR. respectively Mayor and City Clerk of the City of Venice, a municipal corporation in the County of Sarasota, State of Florida, to me personally known, and who executed the foregoing Agreement in the name of and for that corporation, affixing the Corporate Seal of that corporation thereto.

WITNESS my hand and official seal in the County and State last aforesaid

this 23rd day of AUGUST, 1972

Marion S. Dwyer
Notary Public State of Florida at Large
Notary Public, State of Florida at Large
My Commission Expires May 21, 1976
Bonded by U. S. F. & G.



STATE OF FLORIDA)
: SS
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared GENE L. GREEN, Attorney in fact, for AMALGAMATED TRANSIT UNION, Trustees, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid

this 21st day of AUGUST, 1972

Diane G. McGuane
Notary Public State of Florida at Large
Notary Public, State of Florida at Large
My Commission Expires Mar. 20, 1976
Bonded by U. S. F. & G.

STATE OF FLORIDA)
: SS
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JOHN S. BOOTH to me personally known to be the President of VALENCIA DEVELOPMENT CORPORATION, a Florida corporation, and who executed the foregoing instrument and acknowledged before me that he executed the same for and on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid

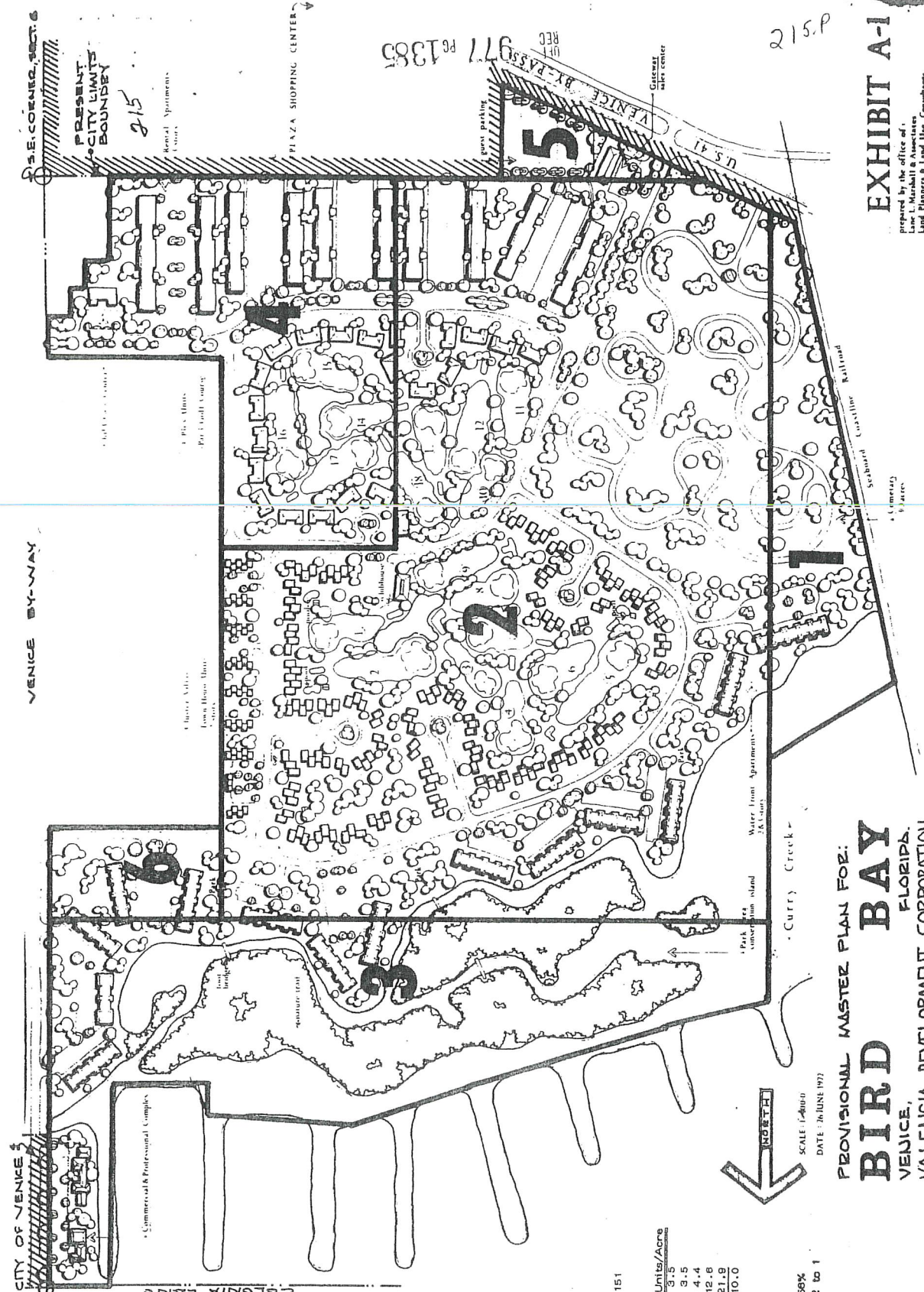
this 21st day of AUGUST, 1972

Diane G. McGuane
Notary Public State of Florida at Large
Notary Public, State of Florida at Large
My Commission Expires Mar. 20, 1976
Bonded by U. S. F. & G.

1/2 SECT. CORNER, SECT. 6

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

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BIRD BAY PROVISIONAL DESIGN DATA

Total Acreage	151
Residential	146.9
Commercial	3.9
Living Units	Units/Acre
Cluster Villas	143.0
Town Houses	42.0
4-Plex Units	88.0
Water Front Apts.	576.0
Rental Apartments	598.0
Total	1,437
Open Space	
Park Area	59.5 Ac.
Par 3 Golf Course	21.4 Ac.
General	10.1 Ac.
Total	96.0 Ac.
Parking Ratio Unit	59%
	2 to 1

PROVISIONAL MASTER PLAN FOR:
BIRD BAY
 VENICE, FLORIDA
 VALENCIA DEVELOPMENT CORPORATION

SCALE: 1/8" = 1'-0"
 DATE: MARCH 1977

EXHIBIT A-1

Prepared by the office of:
 Lane L. Marshall & Associates
 Land Planners & Land Use Consultants

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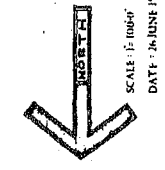
- ZONING NOTES:**
1. PARCELS A, B, C, D, E ZONED R-2B
 2. PARCELS F, G-1 & G-2 ZONED B-1
 3. PARCELS G-1 & G-2 ZONE B-1 AS PER THIS CONTRACT.

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

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BIRD BAY PROVISIONAL DESIGN DATA

Total Acreage	146.9	151
Residential	3.9	Units/Acre
Commercial	149.0	3.5
Living Units	42.0	3.5
Cluster Villas	88.0	4.4
Town Houses	578.0	12.6
4-Plex Units	588.0	21.9
Water Front Apts	1,437	10.0
Rental Apartments		
Total		
Open Space	59.5 Ac.	
Park Area	21.4 Ac.	
Park 3 Golf Course	10.1 Ac.	
General	85.0 Ac.	66%
Total		
Parking Ratio Unit		2 to 1



SCALE: 1/8" = 100'
DATE: 26 JUNE 1972

PROVISIONAL MASTER PLAN FOR:

BIRD BAY

VENICE, FLORIDA
VIA SELVIA, DENIED APPLIC FOR PROVISIONAL

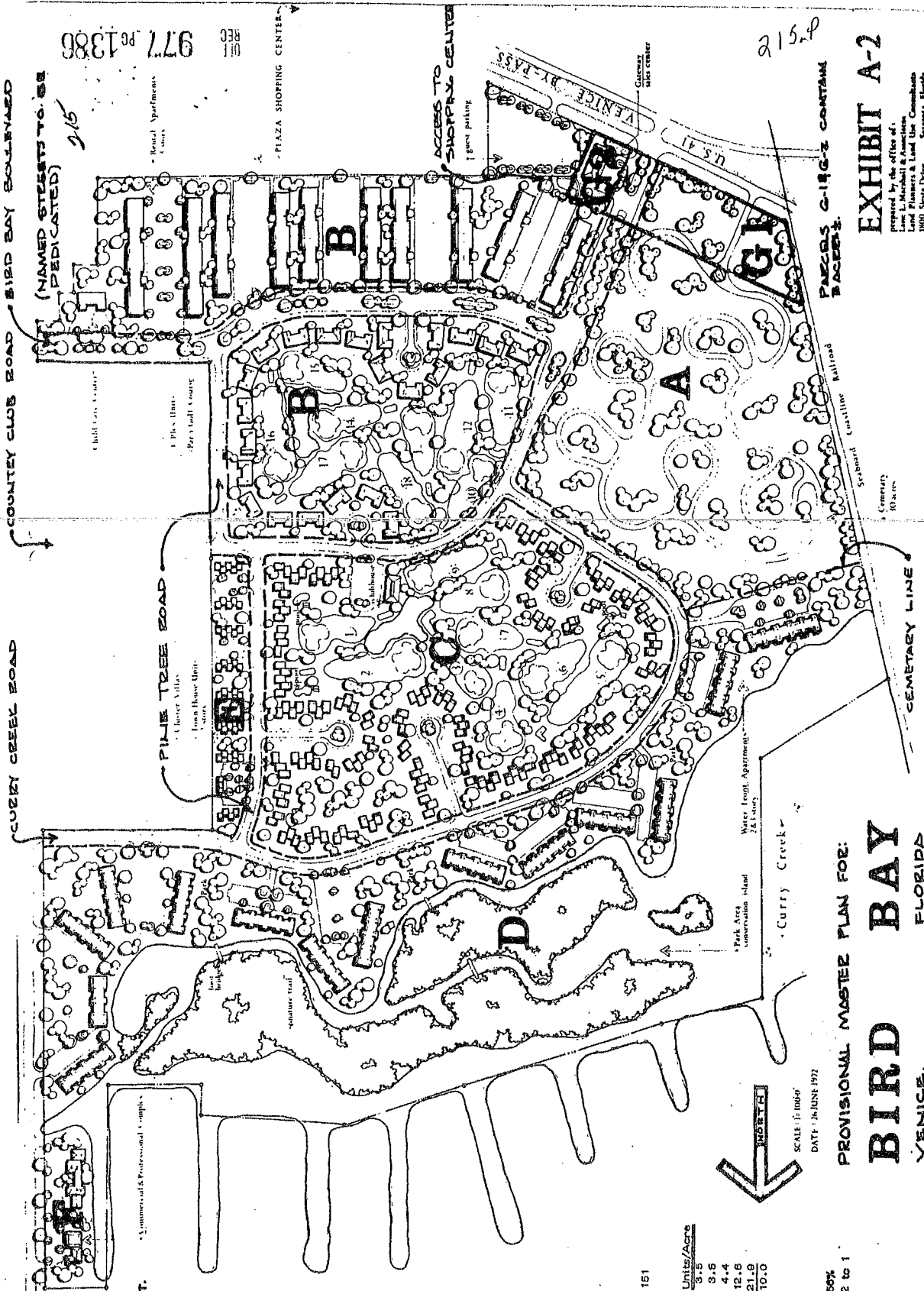


EXHIBIT A-2

prepared by the office of:
Land Planning & Land Use Consultants
1800 State Drive
Sarasota, Florida

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