

RESOLUTION NO. 2018-11

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS INSTALLED BY TRI OF TREVISO GRAND, LLC, AND ACCEPTING A ONE YEAR DEVELOPERS MAINTENANCE BOND AND BILL OF SALE AND GRANT OF EASEMENT, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, TRI of Treviso Grand, LLC, hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for the rendering of potable water services described as follows: Treviso Grand Apartments; and

WHEREAS, Developer, in accordance with the City of Venice Resolution No. 853-84 is desirous of turning over said improvements to the City of Venice; and

WHEREAS, the construction and installation of said improvements complies with the rules and regulations of the City of Venice; and

WHEREAS, Developer has submitted the documentation required by City of Venice Resolution No. 853-84, including a one-year maintenance bond and said documentation is acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, as follows:

SECTION 1. The above Whereas clauses are ratified and confirmed as true and correct.

SECTION 2. The potable water distribution lines and necessary appurtenances, in the area above described by Developer are hereby accepted as part of the water system of the City of Venice, Florida.

SECTION 3. The one-year developer's maintenance bond, attached hereto as Exhibit "1", is hereby accepted by the City of Venice, Florida.

SECTION 4. The Bill of Sale, attached hereto as Exhibit "2", is hereby accepted by the City of Venice, Florida.

SECTION 5. The Grant of Easement, attached hereto as Exhibit "3", is hereby accepted by the City of Venice, Florida, and will be recorded in the Public Records of Sarasota County, Florida.

SECTION 6. This Resolution shall take effect upon adoption, as provided by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 12TH DAY OF JUNE 2018.

John W. Holic, Mayor, City of Venice

ATTEST:

Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of the City of Venice, Florida, at a meeting thereof duly convened and held on the 12th day of June 2018, a quorum being present.

WITNESS my hand and official seal of said City this 12th day of June 2018.

Lori Stelzer, MMC, City Clerk

(S E A L)

Approved as to form:

David Persson, City Attorney

CERTIFICATION

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared William A. Wigchers, as Vice President of Towne Realty, Inc., managing member of TRI of Treviso Grand LLC, 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:

TREVISO GRAND APARTMENTS

or by others (except as listed herein and here list any contributors if 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 system or which might result in claims that all or some part of the cost of the water distribution system has been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

Dated at Milwaukee, Wisconsin this 4th day of May 2018.

TRI of TREVISO GRAND LLC

By: Towne Realty, Inc., Managing Member

By: _____

William A. Wigchers, Vice President

WITNESSES:

Print name: _____

Print name: _____

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

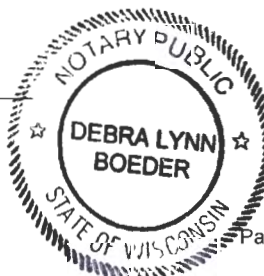
Subscribed before me this 4th day of May 2018, by William A. Wigchers, who is personally known to me.

Notary Public Signature

Print Notary Public Name: Debra Lynn Boeder

My Commission expires: 03/05/2021

Notary Stamp:





ENGINEERING INC.

Consulting Engineers - Surveyors

8340 Consumer Court, Sarasota, FL 34240

Telephone (941) 377-9178

Facsimile (941) 378-3786

**TREVISO GRAND APARTMENTS
LEGAL DESCRIPTION**

THAT PORTION OF LOT 1, LAUREL ROAD PROPERTY AS RECORDED IN PLAT BOOK 48, PAGE 37, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE EAST LINE OF SAID LOT 1, N.00°26'50"E., 289.32 FEET FOR A POINT OF BEGINNING OF LANDS BEING DESCRIBED; THENCE CONTINUE ALONG SAID EAST LINE, N.00°26'50"E., 803.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1, N.89°28'24"W., 994.11 FEET; THENCE LEAVING LAST SAID NORTH LINE, S.00°35'28"W., 780.46 FEET; THENCE S.86°12'47"E., 389.19 FEET; THENCE S.89°24'30"E., 607.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 794,584.90 SQUARE FEET OR 18.241 ACRES MORE OR LESS.

DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that TRI of Treviso Grand LLC, 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 Six Thousand Five Hundred Eighty Four Dollars and Twenty Five Cents (\$ 6,584.25), 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 with Surety Bond No. 285058213 in the amount of \$ 6,584.25 issued by LIBERTY MUTUAL INSURANCE COMPANY, which expires on June 12, 2020, the original of which is attached hereto.

WHEREAS, the Developer has developed an Apartment Community in Venice, Florida, known and identified as Treviso Grand Apartments, 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 surety bond 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.

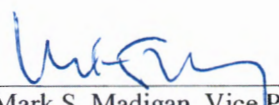
IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 18th day of May, 2018.

ATTEST:


Sandi DeLisle, Assistant Secretary

DEVELOPER: TRI of Treviso Grand LLC

By: Towne Realty, Inc., Managing Member

By: 
Mark S. Madigan, Vice President

MAINTENANCE BOND

Bond No. 285058213

Principal Amount: \$6,584.25

KNOW ALL MEN BY THESE PRESENTS, that TRI of Treviso Grand LLC, 710 N. Plankinton Avenue, Milwaukee, Wisconsin 53203, as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, 175 Berkeley Street, Boston, Massachusetts 02116, as Surety, are held and firmly bound unto the City of Venice, 401 West Venice Avenue, Venice, Florida 34285, as Oblige, in the penal sum of Six Thousand Five Hundred Eighty Four Dollars and Twenty Five Cents (\$ 6,584.25), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct in Treviso Grand Apartments, in Venice, Florida the following improvements:

Site Improvements per the Engineer's Estimate for Maintenance Bond at 15% of the \$43,895.00 cost of such improvements, for Treviso Grand Apartments consisting of water only.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Oblige harmless from any loss, cost of damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Oblige indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Oblige such amount up to the Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 18th day of May, 2018.

TRI of Treviso Grand LLC
Principal

By: Towne Realty, Inc., Managing Member

By: 
Mark S. Madigan, Vice President

LIBERTY MUTUAL INSURANCE COMPANY
Surety

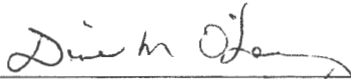
By: 
Sandra M. Nowak, Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

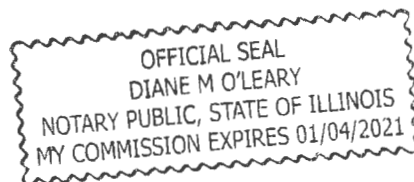
STATE OF ILLINOIS
COUNTY OF COOK

On this 18th of May, 2018, before me, Diane M. O'Leary, a Notary public, within and for said County and State, personally appeared Sandra M. Nowak to me personally known to be the Attorney-in-Fact of and for Liberty Mutual Insurance Company and acknowledged that he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8009602

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica B. Dempsey; Debra J. Doyle; Jennifer L. Jakaitis; Judith A. Lucky-Eftimov; James B. McTaggart; Sandra M. Nowak; Diane M. O'Leary; Christina L. Sandoval; Susan A. Welsh; Sandra M. Winsted

all of the city of Chicago, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of February, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of February, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of May, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Consulting Engineers - Surveyors
8340 Consumer Court, Sarasota, FL 34240 Telephone (941) 377-9178
Facsimile (941) 378-3786

May 8, 2018

James Clinch, PE
Assistance City Engineer
City of Venice
401 W. Venice Avenue
Venice, FL 34232

RE: TREVISO GRAND APARTMENTS - WATERMAIN COST (PARTIAL CERT)


Dear James:

This letter is to certify that the final costs of the installation of the water distribution lines, reclaim water distribution lines, and sewage collection lines, serving **TREVISO GRAND APARTMENT** that are to be turned over to the City of Venice are:

Water Distribution Cost	\$ 43,895.00
Reclaim Water Distribution Cost	\$ N/A
Sewage Collection Cost	\$ N/A

Attached is EXHIBIT A, a cost breakdown.

Sincerely,


5/8/18
D. Shawn Leins, P.E. ★
Florida Registered Engineer No. 41078




**COST BREAKDOWN
EXHIBIT A**

PROJECT NAME: TREVISO GRAND APARTMENTS

WATER SYSTEM:

QUANTITY	SIZE	DESCRIPTION	COST
<u>325 LF</u>	<u>12"</u>	PVC Water Main	<u>\$12,025.00</u>
<u>280 LF</u>	<u>8"</u>	PVC Water Main	<u>\$ 7,280.00</u>
<u> </u>	<u> </u>	PVC Water Main	<u> </u>
<u>4</u>	<u>8"</u>	Gate Valve	<u>\$ 5,760.00</u>
<u> </u>	<u> </u>	Gate Valve	<u> </u>
<u> </u>	<u> </u>	Gate Valve	<u> </u>
<u>1 EA</u>	<u>N/A</u>	Fire Hydrant Assembly (including 6" watermain and 6" gate valve)	<u>\$ 4,290.00</u>
<u> </u> EA	<u> </u>	Tapping Sleeves	<u> </u>
<u> </u> EA	<u> </u>	Tapping Sleeves	<u> </u>
<u> </u> LF	<u> </u>	Polyethylene Services w/corporations, curb stops & meter boxes	<u> </u>
Other <u>1</u>	<u>N/A</u>	Connect to Ex. WM (including 12" Gate Valve)	<u>\$10,955.00</u>
Other <u>1</u>	<u>N/A</u>	Watermain Fittings	<u>\$ 2,585.00</u>
Other <u>2</u>	<u>N/A</u>	8" Plug / Cap	<u>\$ 1,000.00</u>
Grand-Total:			<u>\$43,895.00</u>

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **TRI of Treviso Grand LLC** 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:

TREVISO GRAND APARTMENTS

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:

THAT PORTION OF LOT 1, LAUREL ROAD PROPERTY AS RECORDED IN PLAT BOOK 48, PAGE 37, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE EAST LINE OF SAID LOT 1, N.00°26'50"E., 289.32 FEET FOR A POINT OF BEGINNING OF LANDS BEING DESCRIBED; THENCE CONTINUE ALONG SAID EAST LINE, N.00°26'50"E., 803.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1, N.89°28'24"W., 994.11 FEET; THENCE LEAVING LAST SAID NORTH LINE, S.00°35'28"W., 780.46 FEET; THENCE S.86°12'47"E., 389.19 FEET; THENCE S.89°24'30"E., 607.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 794,584.90 SQUARE FEET OR 18.241 ACRES MORE OR LESS.

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 4th day of May 2018.

TRI of TREVISO GRAND LLC

By: Towne Realty, Inc., Managing Member

By: [Signature]
William A. Wigchers, Vice President

WITNESSES:

[Signature]
Print name: Mark S. Wiedoga

[Signature]
Print name: Jana Caterholm

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

Subscribed before me this 4th day of May 2018, by William A. Wigchers, who is personally known to me.

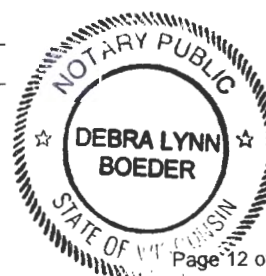
[Signature]

Notary Public Signature

Print Notary Public Name: Debra Lynn Boeder

My Commission expires: 03/05/2021

Notary Stamp:



TRI of TREVISO GRAND LLC

May 4, 2018

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


Re: TREVISO GRAND APARTMENTS

To Whom It May Concern:

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

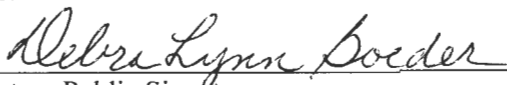
Sincerely,

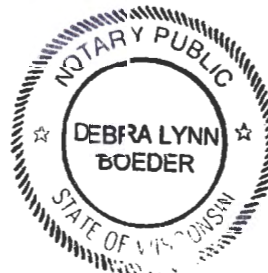
TRI of Treviso Grand LLC
By: Towne Realty, Inc., Managing Member

By: 
William A. Wigchers, Vice President

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

Subscribed before me this 4th day of May 2018, by William A. Wigchers, who is personally known to me.


Notary Public Signature
Print Notary Public Name: Debra Lynn Boeder
My Commission expires: 03/05/2021
Notary Stamp:



TRI of TREVISO GRAND LLC

May 4, 2018

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


Re: TREVISO GRAND APARTMENTS

To Whom It May Concern:

This letter is to certify that there are no liens in existence against any of the work involving the installation of the water distribution lines serving the Treviso Grand Apartments.

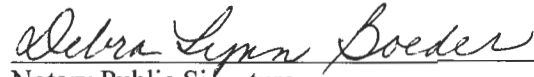
Sincerely,

TRI of Treviso Grand LLC
By: Towne Realty, Inc., Managing Member

By: 
William A. Wigchers, Vice President

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

Subscribed before me this 4th day of May 2018, by William A. Wigchers, who is personally known to me.


Notary Public Signature

Print Notary Public Name: Debra Lynn Boeder

My Commission expires: 03/05/2021

Notary Stamp:



This instrument prepared by
and return to:
City Clerk, City of Venice
401 W. Venice Ave., Venice, FL 34285

UTILITY EASEMENT

THIS INDENTURE, made this 18th day of May, 2018, by and between TRI OF TREVISO GRAND LLC, a Florida limited liability company, whose mailing address is: 710 N. Plankinton Avenue, Milwaukee, Wisconsin 53203 and LAUREL ROAD PROPERTY, LLC, a Florida limited liability company ("Grantor"), whose mailing address is 6561 Palmer Park Circle, Suite B, Sarasota, FL 34234, (hereinafter collectively referred to as "Grantor"), and CITY OF VENICE, a Florida municipal corporation, whose mailing address is 401 W. Venice Avenue, Venice, Florida 34285 (hereinafter referred to as "Grantee"):

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent, perpetual easement for the provision of City services, such right to include, but not be limited to, the perpetual right for Grantee, its employees, contractors, sub-contractors, agents, successors, and assigns to enter upon said easement at all times and construct, lay, reconstruct, operate, maintain, inspect, remove, or repair all lines, mains, pipes, fixtures, ditches, accessories, and all appurtenances thereto for the purpose of providing City services through, over, under, and upon the following property situated in Sarasota County, Florida, more particularly described as follows:

(See Exhibit "A" attached hereto and incorporated herein by reference)

For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the lines, mains, pipes, fixtures, ditches, accessories, and appurtenances thereto. The Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising the rights herein granted.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of said land in fee simple; that it has good, right, and lawful authority to sell and convey the said easement, and that the real property described above is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

WITNESSES:

TRI of Treviso Grand LLC, a Florida limited liability company

By: Towne Realty, Inc., a Wisconsin Corporation, its Manager

By: Mark S. Madigan
Mark S. Madigan, Vice President

Kathleen M. Ciakini
Print Name: Kathleen M. Ciakini

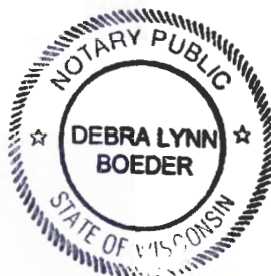
Terri A. Bratz
Print Name: Terri A. Bratz

Attest: Sandra J. Boeder
Corporate Assistant Secretary

(CORPORATE SEAL)

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 18th day of May, 2018, by Mark S. Madigan, as Vice President of Towne Realty, Inc., a Wisconsin corporation as manager of TRI of Treviso Grand LLC, a Florida limited liability company, on behalf of the companies, who is personally known to me ~~or who produced~~ _____ as identification.



Debra Lynn Boeder
Notary Public
Print Name: DEBRA LYNN BOEDER
My Commission Expires: 03/05/2021

WITNESSES:

LAUREL ROAD PROPERTY, LLC, a
Florida limited liability company

By: Vanguard Laurel Road, LLC, a
Florida limited liability company
As its Manager

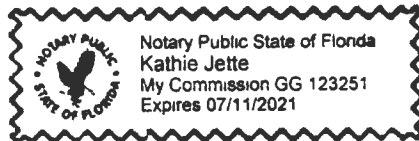
Kathie Jette
Print Name: Kathie Jette

By: [Signature]
John R. Peshkin
As its Manager

[Signature]
Print Name: MANTH BENNETT

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 22nd day of May, 2018, by John R. Peshkin, as Manager of Vanguard Laurel Road, LLC, Florida limited liability company, as Manager of **LAUREL ROAD PROPERTY, LLC**, a Florida limited liability company, on behalf of the companies. The above-named person is personally known to me or who produced _____ as identification.



Kathie Jette
Notary Public
Print Name: Kathie Jette
My Commission Expires: 07-11-2021

ACCEPTANCE BY GRANTEE

The foregoing easement is accepted and agreed to by the City of Venice, Florida, this _____ day of _____, 20____.

John Holic, Mayor

ATTEST:

Lori Stelzer, City Clerk

EXHIBIT "A" SKETCH

(NOT A FIELD SURVEY)

IN SECTION 27, TOWNSHIP 38 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

TOSCANA ISLES, UNIT 1
(PLAT BOOK 49, PAGE 32)

204

TRACT 170

TRACT 170

217

218

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236

S.89°28'24"E. 898.09'

S.89°28'24"E. 247.90'

S.89°28'24"E. 249.53'

S.89°28'24"E. 287.50'

N.00°35'28"E. 163.31'

N.00°35'28"E. 191.71'

N.00°35'28"E. 601.05'

LANDS PER O.R.I.#2017151838
(P.I.D.#0376-12-0002)

UTILITY EASEMENT

(104,082.9 SQ.FT.+/-)

S.00°26'50"W. 230.25'

S.00°26'50"W. 647.73'

S.00°26'50"W. 295.17'

POINT OF BEGINNING #2

POINT "A"

100' WIDE ACCESS
EASEMENT
(O.R.I. #2017151840)

REMAINDER OF LOT 1
LAUREL ROAD PROPERTY
(PLAT BOOK 48, PAGE 37)

15' WIDE UTILITY
EASEMENT
(O.R.I.
#2017151842)

POINT OF COMMENCEMENT
SE. CORNER LOT 1

SOUTH LINE OF LOT 1

(BEARING BASIS)

N.89°21'41"W. 637.94'

POINT OF BEGINNING #1

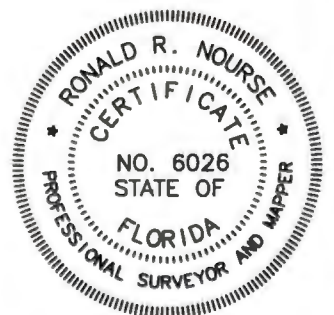
LAUREL ROAD
(VARIABLE WIDTH PUBLIC RIGHT OF WAY)

SOUTH LINE OF
SECTION 27-38-19



0' 80' 160' 320'

SCALE IN FEET



UPON RECORDING OF THIS DOCUMENT,
RETURN A COPY TO RONALD R. NOURSE
AT AM ENGINEERING, INC.

(NOT VALID UNLESS ACCOMPANIED BY SHEETS 2
& 3, SIGNED IN INK WITH EMBOSSED SEAL)

SHEET 1 OF 3

PREPARED FOR:

CITY OF VENICE

REVISIONS:



CONSULTING ENGINEERS
& SURVEYORS, L.B. 4334

8340 CONSUMER COURT
SARASOTA, FLORIDA 34240
PHONE (941) 377-9178
FAX 376-3786

DRAWN BY: RRN

DATE: 05-15-18

BOOK: N/A

DISK: SERVER

DWG: VANG24E4.DWG

JOB: VANG-0024

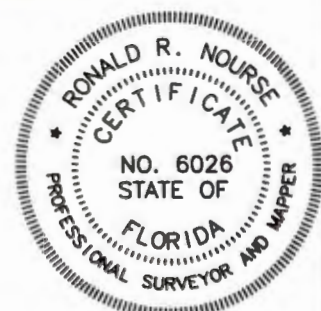
EXHIBIT "A" LINE TABLES

(NOT A FIELD SURVEY)

IN SECTION 27, TOWNSHIP 38 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

NUMBER	DIRECTION	LENGTH
L1	N.00°38'19"E.	10.17'
L2	N.89°21'41"W.	12.00'
L3	N.00°38'19"E.	20.00'
L4	S.89°21'41"E.	12.00'
L5	N.00°38'19"E.	286.39'
L6	N.89°24'30"W.	60.83'
L7	S.00°00'00"W.	25.05'
L8	N.90°00'00"W.	10.00'
L9	N.00°00'00"E.	25.15'
L10	N.89°24'30"W.	61.20'
L11	N.44°24'31"W.	91.31'
L12	S.45°35'29"W.	25.93'
L13	N.44°24'31"W.	10.00'
L14	N.45°35'29"E.	25.93'
L15	N.44°24'31"W.	44.84'
L16	N.57°46'26"W.	40.58'
L17	N.32°13'34"E.	20.00'
L18	S.57°46'26"E.	57.37'
L19	S.89°33'10"E.	12.15'
L20	S.00°26'50"W.	10.00'
L21	N.89°33'10"W.	12.15'
L22	S.00°26'50"W.	71.58'
L23	S.18°46'48"E.	19.51'
L24	N.89°24'30"W.	15.90'
L25	N.18°46'48"W.	37.62'
L26	N.89°21'29"W.	62.50'
L27	S.00°00'00"W.	38.51'
L28	N.90°00'00"W.	10.00'
L29	N.00°00'00"E.	38.62'
L30	S.00°00'00"W.	38.42'
L31	N.90°00'00"W.	10.00'
L32	N.00°00'00"E.	36.77'
L33	S.89°21'41"E.	85.00'
L34	S.00°38'19"W.	20.00'
L35	N.89°21'41"W.	85.00'
L36	S.00°38'19"W.	11.27'
L37	N.86°12'47"W.	20.03'
L38	N.13°01'51"E.	46.57'
L39	N.85°36'04"W.	128.22'
L40	N.54°35'03"W.	10.72'
L41	N.90°00'00"E.	11.64'
L42	N.00°00'00"E.	10.00'
L43	N.90°00'00"W.	13.99'
L44	N.13°14'06"W.	47.56'

NUMBER	DIRECTION	LENGTH
L45	N.90°00'00"E.	25.46'
L46	N.00°00'00"E.	10.00'
L47	N.90°00'00"W.	17.90'
L48	N.00°35'28"E.	23.21'
L49	N.89°24'32"W.	7.45'
L50	S.00°00'00"W.	25.37'
L51	N.90°00'00"E.	10.00'
L52	N.00°00'00"E.	25.28'
L53	S.89°28'24"E.	8.60'
L54	N.00°31'36"E.	5.00'
L55	S.00°31'36"W.	12.58'
L56	S.89°28'24"E.	34.70'
L57	S.00°00'00"W.	17.79'
L58	N.90°00'00"E.	10.00'
L59	N.00°00'00"E.	25.28'
L60	S.00°26'50"W.	100.18'
L61	N.90°00'00"W.	25.28'
L62	S.00°00'00"W.	10.00'
L63	N.90°00'00"E.	25.21'
L64	N.90°00'00"W.	25.28'
L65	S.00°00'00"W.	10.00'
L66	N.90°00'00"E.	17.70'
L67	S.00°26'50"W.	16.53'
L68	S.89°33'10"E.	7.50'
L69	N.89°21'29"W.	95.06'
L70	N.00°00'00"E.	25.29'
L71	N.90°00'00"W.	10.00'
L72	S.00°00'00"W.	25.17'
L73	N.89°21'29"W.	99.52'
L74	N.00°35'30"E.	5.00'
L75	N.89°21'29"W.	10.00'
L76	S.00°35'30"W.	5.00'
L77	N.89°21'29"W.	119.36'
L78	N.00°01'04"E.	24.93'
L79	N.89°58'56"W.	10.00'
L80	S.00°01'04"W.	24.82'
L81	N.89°21'29"W.	28.65'
L82	N.85°36'04"W.	140.51'
L83	N.00°35'30"E.	23.94'
L84	N.89°24'30"W.	10.00'
L85	S.00°35'30"W.	23.28'
L86	N.85°36'04"W.	121.63'
L87	N.00°35'34"E.	27.11'
L88	N.89°27'38"W.	10.08'
L89	S.00°32'22"W.	26.44'



UPON RECORDING OF THIS DOCUMENT,
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AT AM ENGINEERING, INC.

(NOT VALID UNLESS ACCOMPANIED BY SHEETS 1
& 3, SIGNED IN INK WITH EMBOSSED SEAL)

SHEET 2 OF 3

PREPARED FOR:

CITY OF VENICE

REVISIONS:



CONSULTING ENGINEERS
& SURVEYORS, L.B. 4334

8340 CONSUMER COURT
SARASOTA, FLORIDA 34240
PHONE (941) 377-9178
FAX 378-3786

DRAWN BY: RRN

DATE: 05-15-18

BOOK: N/A

DISK: SERVER

DWG: VANG24E4.DWG

JOB: VANG-0024

EXHIBIT "A" DESCRIPTION

(NOT A FIELD SURVEY)

IN SECTION 27, TOWNSHIP 38 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION (BY SURVEYOR)

THAT PORTION OF LOT 1, LAUREL ROAD PROPERTY AS RECORDED IN PLAT BOOK 48, PAGE 37, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTH LINE OF SAID LOT 1 ALSO BEING THE NORTH RIGHT OF WAY LINE OF LAUREL ROAD, N.89°21'41"W., 637.94 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE OF LOT 1, N.86°12'47"W., 113.19 FEET TO A POINT OF BEGINNING #1 OF LANDS BEING DESCRIBED; THENCE N.00°38'19"E., 10.17 FEET; THENCE N.89°21'41"W., 12.00 FEET; THENCE N.00°38'19"E., 20.00 FEET; THENCE S.89°21'41"E., 12.00 FEET; THENCE N.00°38'19"E., 286.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE N.89°24'30"W., 60.83 FEET; THENCE S.00°00'00"W., 25.05 FEET; THENCE N.90°00'00"W., 10.00 FEET; THENCE N.00°00'00"E., 25.15 FEET; THENCE N.89°24'30"W., 61.20 FEET; THENCE N.44°24'31"W., 91.31 FEET; THENCE S.45°35'29"W., 25.93 FEET; THENCE N.44°24'31"W., 10.00 FEET; THENCE N.45°35'29"E., 25.93 FEET; THENCE N.44°24'31"W., 44.84 FEET; THENCE N.57°46'26"W., 40.58 FEET; THENCE N.32°13'34"E., 20.00 FEET; THENCE S.57°46'26"E., 57.37 FEET; THENCE N.00°35'28"E., 601.05 FEET; THENCE S.89°28'24"E., 898.09 FEET; THENCE S.00°26'50"W., 647.73 FEET; THENCE S.89°33'10"E., 12.15 FEET; THENCE S.00°26'50"W., 10.00 FEET; THENCE N.89°33'10"W., 12.15 FEET; THENCE S.00°26'50"W., 71.58 FEET; THENCE S.18°46'48"E., 19.51 FEET; THENCE N.89°24'30"W., 15.90 FEET; THENCE N.18°46'48"W., 37.62 FEET; THENCE N.89°21'29"W., 62.50 FEET; THENCE S.00°00'00"W., 38.51 FEET; THENCE N.90°00'00"W., 10.00 FEET; THENCE N.00°00'00"E., 38.62 FEET; THENCE N.89°21'29"W., 315.32 FEET; THENCE S.00°00'00"W., 38.42 FEET; THENCE N.90°00'00"W., 10.00 FEET; THENCE N.00°00'00"E., 36.77 FEET; THENCE N.89°24'30"W., 249.63 FEET; THENCE S.00°38'19"W., 286.41 FEET; THENCE S.89°21'41"E., 85.00 FEET; THENCE S.00°38'19"W., 20.00 FEET; THENCE N.89°21'41"W., 85.00 FEET; THENCE S.00°38'19"W., 11.27 FEET TO THE SAID SOUTH LINE OF LOT 1; THENCE ALONG LAST SAID SOUTH LINE, N.86°12'47"W., 20.03 FEET TO THE AFORESAID POINT OF BEGINNING #1.

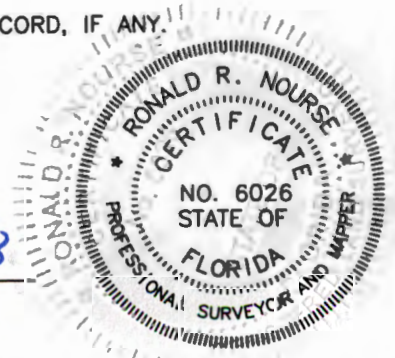
LESS THE FOLLOWING DESCRIBED PARCEL:

RETURN TO AFORESAID POINT "A"; THENCE N. 13°01'51"E., 46.57 FEET FOR A POINT OF BEGINNING #2 FOR "LESS" PARCEL BEING DESCRIBED; THENCE N.85°36'04"W., 128.22 FEET; THENCE N.54°35'03"W., 10.72 FEET; THENCE N.13°14'06"W., 188.53 FEET; THENCE N.90°00'00"E., 11.64 FEET; THENCE N.00°00'00"E., 10.00 FEET; THENCE N.90°00'00"W., 13.99 FEET; THENCE N.13°14'06"W., 47.56 FEET; THENCE N.00°35'28"E., 191.71 FEET; THENCE N.90°00'00"E., 25.46 FEET; THENCE N.00°00'00"E., 10.00 FEET; THENCE N.90°00'00"W., 17.90 FEET; THENCE N.00°35'28"E., 23.21 FEET; THENCE N.89°24'32"W., 7.45 FEET; THENCE N.00°35'28"E., 163.31 FEET; THENCE S.89°28'24"E., 247.90 FEET; THENCE S.00°00'00"W., 25.37 FEET; THENCE N.90°00'00"E., 10.00 FEET; THENCE N.00°00'00"E., 25.28 FEET; THENCE S.89°28'24"E., 8.60 FEET; THENCE N.00°31'36"E., 5.00 FEET; THENCE S.89°28'24"E., 249.53 FEET; THENCE S.00°31'36"W., 12.58 FEET; THENCE S.89°28'24"E., 34.70 FEET; THENCE S.00°00'00"W., 17.79 FEET; THENCE N.90°00'00"E., 10.00 FEET; THENCE N.00°00'00"E., 25.28 FEET; THENCE S.89°28'24"E., 287.50 FEET; THENCE S.00°26'50"W., 100.18 FEET; THENCE N.90°00'00"W., 25.28 FEET; THENCE S.00°00'00"W., 10.00 FEET; THENCE N.90°00'00"E., 25.21 FEET; THENCE S.00°26'50"W., 230.25 FEET; THENCE N.90°00'00"W., 25.28 FEET; THENCE S.00°00'00"W., 10.00 FEET; THENCE N.90°00'00"E., 17.70 FEET; THENCE S.00°26'50"W., 16.53 FEET; THENCE S.89°33'10"E., 7.50 FEET; THENCE S.00°26'50"W., 295.17 FEET; THENCE N.89°21'29"W., 95.06 FEET; THENCE N.00°00'00"E., 25.29 FEET; THENCE N.90°00'00"W., 10.00 FEET; THENCE S.00°00'00"W., 25.17 FEET; THENCE N.89°21'29"W., 99.52 FEET; THENCE N.00°35'30"E., 5.00 FEET; N.89°21'29"W., 10.00 FEET; THENCE S.00°35'30"W., 5.00 FEET; THENCE N.89°21'29"W., 119.36 FEET; THENCE N.00°01'04"E., 24.93 FEET; THENCE N.89°58'56"W., 10.00 FEET; THENCE S.00°01'04"W., 24.82 FEET; THENCE N.89°21'29"W., 28.65 FEET; THENCE N.85°36'04"W., 140.51 FEET; THENCE N.00°35'30"E., 23.94 FEET; THENCE N.89°24'30"W., 10.00 FEET; THENCE S.00°35'30"W., 23.28 FEET; THENCE N.85°36'04"W., 121.63 FEET; THENCE N.00°35'34"E., 27.11 FEET; THENCE N.89°27'38"W., 10.08 FEET; THENCE S.00°32'22"W., 26.44 FEET TO THE AFORESAID POINT OF BEGINNING #2. THE ABOVE DESCRIBED EASEMENT CONTAINS 104,082.90 SQUARE FEET MORE OR LESS.
SUBJECT TO OTHER EASEMENTS, RESTRICTIONS AND/OR RIGHTS OF WAY OF RECORD, IF ANY.

BY:

RONALD R. NOURSE, P.S.M., FLORIDA CERTIFICATE NO. 6026 DATE
LICENSED AND REGISTERED PROFESSIONAL SURVEYOR AND MAPPER

(NOT VALID UNLESS ACCOMPANIED BY SHEETS 1
& 2 AND SIGNED IN INK WITH EMBOSSEMENT)



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AT A.A. ENGINEERING, INC.

SHEET 3 OF 3

PREPARED FOR:

CITY OF VENICE

REVISIONS:

DRAWN BY: RRM

DATE: 05-15-18

BOOK: N/A

DISK: SERVER

DWG: VANG24E4.DWG

JOB: VANG-0024

A.A. ENGINEERING, INC.
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& SURVEYORS, L.B. 4334
8340 CONSUMER COURT
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